



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
October 4, 2018
6:00 PM

Council Meeting Presentations

1. A Presentation will be given by the Dr. Roberto Padilla Superintendent or a Representative of the Newburgh Enlarged School District

El Dr. Roberto Padilla, Superintendente o un Representante del Distrito Escolar de Newburgh hará una presentación.

2. Executive Session

Proposed, pending or current litigation

Litigación actual, pendiente o propuesta

3. A Presentation by a NFA North Student Grant Finalist
(Mayor Torrance Harvey)

Una presentación por un estudiante de NFA Norte el cual es un Finalista para una Subvención. (Alcalde Torrance Harvey)

4. A Public Hearing will be held on Tuesday, Oct. 9, 2018 Council Meeting to receive public comment on the City of Newburgh's Proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for Fiscal Year 2019

A Public Hearing will be held on Tuesday, Oct. 9, 2018 Council Meeting to receive public comment on the City of Newburgh's Proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for Fiscal Year 2019.

Una audiencia pública se llevara a cabo el martes, 9 de octubre de 2018 durante la reunión General del Concejal para recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Subvención para Desarrollo de los Bloques de la Comunidad del Plan Consolidado para Viviendas y Desarrollo Comunitario para el Año Fiscal 2019.

5. Public Hearing is scheduled for Tuesday's Council meeting to hear comments concerning a local law authorizing a Property Tax Levy in excess of the limit established in General Municipal Law Section 3-C.

A public hearing will be held on October 9, 2018 to hear comments concerning a local law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c

Una audiencia pública se llevara a cabo el 9 de octubre de 2018 para escuchar comentarios sobre una ley local autorizando un impuesto para propiedades en exceso del límite establecido en la Ley Municipal General Sección 3-c

6. Manager's Proposed 2019 Budget
Presupuesto Propuesto por el Gerente para el 2019

Work Session Presentations

7. Quest Report on 22 Grand Street
Reporte de "Quest" sobre la 22 de la Calle Grand

Engineering/Ingeniería

8. MOU with Kiewit Shea Constructors for Transport of Steel Pipe Liners for Delaware Aqueduct Project
Resolution authorizing the City Manager to execute a memorandum of understanding with Kiewit Shea Constructors, AJV, for the transport of steel pipe liners through the City of Newburgh to facilitate the completion of the Delaware Aqueduct Rondout West Bypass Tunnel project. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un memorando de entendimiento con "Kiewit Shea Constructors, AJV", para el transporte de revestimientos de tubos de acero por la Ciudad de Newburgh para facilitar la terminación del proyecto del túnel de circunvalación del Acueducto Oeste de Delaware. (Jason Morris)

9. Proposal with QUEST for Asbestos Monitoring Services at 22 Grand Street and 492 Broadway
Resolution authorizing the City Manager to accept a proposal and execute an amendment to an agreement with Quality Environmental Solutions & Technologies, Inc. for an indoor environmental assessment to include asbestos sampling services for 22 Grand Street and 492 Broadway at a cost of \$1,910.00

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar una enmienda a un acuerdo con "Quality Environmental Solutions & Technologies, Inc." Para un asesoramiento ambiental interior para incluir servicios de prueba de asbestos para la 22 de la Calle Grand y 492 de Broadway en un costo de \$1,910.00

10. QUEST Proposal Asbestos Abatement Plans & Specifications 492 Broadway
Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement design services for 492 Broadway at a cost of \$10,000.00. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con “Quality Environmental Solutions & Technologies, Inc.” Para los servicios de diseño de eliminación de asbestos para la 492 de Broadway a un costo de \$10,000.00

Finance/Finanza

11. Public Hearing for 2019 Budget

Resolution scheduling a public hearing for November 13, 2018 to receive comments concerning the adoption of the 2019 Budget for the City of Newburgh. (Michelle Kelson)

Una resolución programando una audiencia pública para el 13 de noviembre de 2018 para recibir comentarios públicos con respecto a la adopción del presupuesto del 2019 para la Ciudad de Newburgh.

Planning and Economic Development/Planificación y Desarrollo Económico

12. Transfer 44 South Miller Street & 197 First Street to NCLB

Resolution authorizing the transfer of real property to the Newburgh Community Land Bank (2 properties -- 6 votes)

Una resolución autorizando la transferencia de bienes raíces al Banco Comunitario Agrario de Newburgh (2 propiedades – 6 votos)

13. Release of Covenants for 57-58 Williamsburg Drive

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 57-58 Williamsburg Drive (Section 1, Block 2, Lot 29). (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a “Step Up Properties, LLC” para las instalaciones conocidas como la 57-58 de Williamsburg Drive (Sección 1, Bloque 2, Lote 29) (Michelle Kelson)

14. Purchase of 585 South Street

Resolution to authorize the conveyance of real property known as 585 South Street (Section 14, Block 2, Lot 6.1) at private sale to Natasha Watterson for the amount of \$89,900.00

Una resolución para autorizar la transferencia de bienes raíces conocidas como la 585 de la Calle South (Sección 14, Bloque 2, Lote 6.1) en una venta privada a Natasha Watterson por la cantidad de \$89,900.00

15. Purchase of 25 Gidney Avenue

Resolution to authorize the conveyance of real property known as 25 Gidney Avenue (Section 11, Block 3, Lot 2.2) at private sale to Wilber B. Highleyman for the amount of \$30,800.00.

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 25 de la Avenida Gidney (Sección 11, Bloque 3, Lote 2.2) en una venta privada a Wilber B. Highleyman por la cantidad de \$30,800.00

16. Purchase of 82 Carson Avenue, 45 Concord Street and 49 Concord Street

Resolution to authorize the conveyance of real property known as 45 Concord Street (Section 29, Block 1, Lot 12), 49 Concord Street (Section 29, Block 1, Lot 10) and 82 Carson Avenue (Section 45, Block 12, Lot 17) at private sale to Eulogio and Felderil Santiago for the total amount of \$19,000.00

Una resolución para autorizar el traspaso de bienes raíces conocidos como la 45 de la Calle Concord (Sección 29, Bloque 1, Lote 12), 49 de la Calle Concord (Sección 29, Bloque 1, Lote 10) y la 82 de la Avenida Carson (Sección 45, Bloque 12, Lote 17) en una venta privada a Eulogio y Felderil Santiago por la cantidad total de \$19,000.00.

17. Satisfaction of Judgments - 260 First Street (SBL 22-5-33)

Resolution authorizing the City Manager to execute satisfactions of judgments in connection with the sale of the premises located at 260 First Street (Section 22, Block 5, Lot 33) to David Forbes. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad para ejecutar satisfacciones de fallos en conexión con la venta de las instalaciones conocidas como la 260 de la Calle First (Sección 22, Bloque 5, Lote 33) a David Forbes. (Michelle Kelson)

Recreation/Recreacion

18. Donations for Annual Back to School Event

Resolution authorizing the City Manager to accept donations in support of the City of Newburgh Recreation Department's Annual Back to School event. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a aceptar donaciones en apoyo del evento Anual de Regreso al Colegio del Departamento de Recreación de la Ciudad de Newburgh. (Derrick Stanton)

Fire Department / Departamento de Bomberos

19. Intermunicipal Agreement with Good Will Fire District

Acuerdo Intermunicipal con el Distrito de Bomberos Good Will

Old Business Discussion/ Discusion de Negocios Viejos

20. Council Rules & Order of Procedure amendments

Proposed amendments to the 2018 Council Rules and Order of Procedure to limit work session agenda items and revise rules for public comment. (Michelle Kelson)

Enmiendas propuestas a las Reglas del Concejo del 2018 y Orden de

Procedimiento para limitar los temas de la agenda y revisar las reglas de los comentarios del público. (Michelle Kelson)

Local Laws/Leys Locales

21. Local Law amending Section C3.12 entitled "Residency Requirements"

Local Law amending Section C3.12 entitled "Residency Requirements" of the Code of the City of Newburgh.

Ley Local enmendando Sección C3.12 titulado "Requerimientos de Residencia" del Código de la Ciudad de Newburgh.

Discussion Items/Temas de Discusión

22. Delano-Hitch Baseball Stadium Improvements

A discussion on the course of action to obtain funding for improvements to the Delano-Hitch Baseball Stadium. (Councilman Grice)

Una discusión sobre el curso de acción para obtener financiamiento para mejoras al Estadio de Béisbol Delano-Hitch. (Concejal Grice)

23. Code Compliance Monthly Report

(Acting Fire Chief Terry Ahlers & Assistant Fire Chief William Horton) as per Councilman Grice

Reporte Mensual del Cumplimiento del Código (Jefe de Bomberos Interino Terry Ahlers y Asistente Jefe de Bomberos William Horton) a pedido del Concejal Grice

24. Capital Plan Review

Revisión del Plan Capital

25. Forensic Audit

(Councilwoman Rayford)

Auditoria Forense (Concejal Rayford)

26. Naming the Skateboard Park for Roxie Royal

(Councilwoman Hillary Rayford)

Nombrar el Parque de Patinaje para Roxie Royal (Concejal Hillary Rayford)

RESOLUTION NO.: 263 - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR OCTOBER 9, 2018
TO RECEIVE PUBLIC COMMENT ON THE
CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
FOR FISCAL YEAR 2019

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

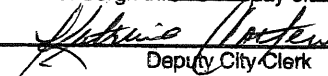
WHEREAS, the City is now preparing a one-year Action Plan for FY 2019 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

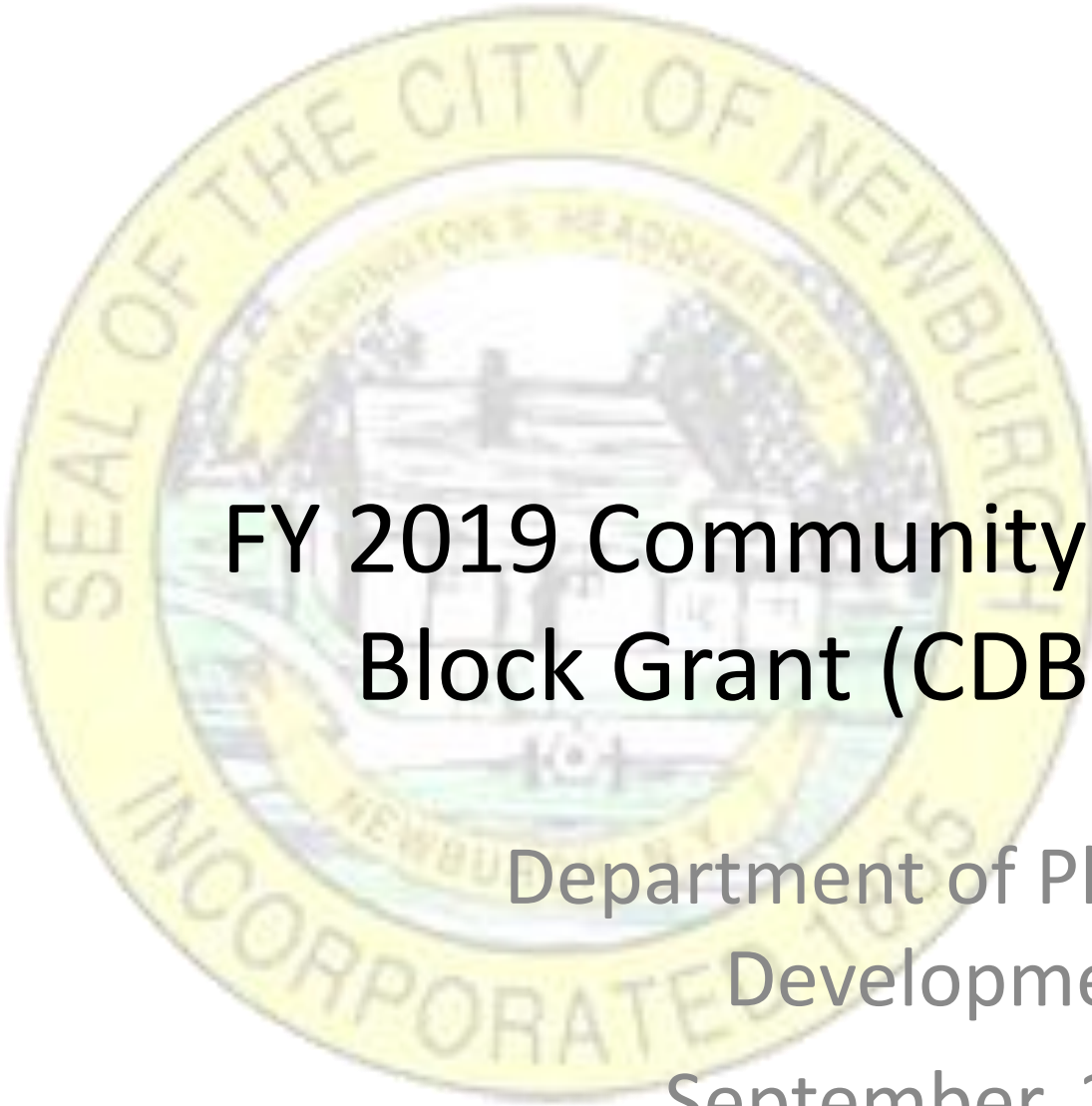
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 9th day of October, 2018 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 9/24/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 25th day of Sept 20 18


Deputy City Clerk

The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" in black. Inside this is a blue ring with "INCORPORATED 1614" in white. The center features a detailed illustration of a cityscape with a large building, a river, and a ship. Above the cityscape, a banner reads "WASHINGTON'S HEADQUARTERS".

FY 2019 Community Development Block Grant (CDBG) Projects

Department of Planning &
Development
September, 2018

“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The most recent City of Newburgh Consolidated Plan: **FY2015-FY2019**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



City of Newburgh Community Development Goals

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

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



City of Newburgh CDBG Projects Overview:

- Manage city-owned properties, through the in rem program.
- Provide access to parkland, trails, and healthy activities in nature
- Positively reinvest in our community and our infrastructure



FY2019: Proposed Annual Action Plan Projects

**Year 5 of the 5 Year Plan
2015 - 2019**



FY2019 Proposed CDBG Projects/Funding

	Project Name	Description	Projected Funding
Projects Funded through Entitlement Grant			
	In Rem Property Program	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	\$215,000.00
	Complete Streets Program	Sidewalks, Business Façade Improvements, Infrastructure	\$225,000.00
	Park Improvements	Park Improvements	\$200,000.00
	Community Policing/Neighborhood Services	2018 National Night Out, 2019 Children's Summer Film Festival	\$18,000.00
	Homeowner Resource Assistance Program	Program to provide resource assistance to homeowners	\$60,000.00
	Administration	Program Administration, Staff Salaries and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00
		Total FY2019 Allocation	\$848,000.00
		Note: In the event that award funding is greater than what is presented here in the FY 2019 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2019 CDBG Annual Action Plan	

Project: In Rem Property Program
Budget: \$215,000.00

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



In Rem Property Program Highlights

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



Project: Complete Streets Project
Budget: \$225,000.00

Summary: Funding to support the following Complete Streets projects:

- Sidewalks
- Façade Improvements (including business signs)
- Infrastructure



Project: Park Improvements
Budget: \$200,000.00

Summary: Funding to support park improvements in the City of Newburgh. Projects to include support to the new South Street Park.



Project: Community Policing/Neighborhood Services
Budget: \$18,000.00

Summary: Funding to support:

- 2019 National Night Out
- 2019 Children's Summer Film Festival



Project: Homeowner Resource Assistance
Budget: \$60,000.00

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

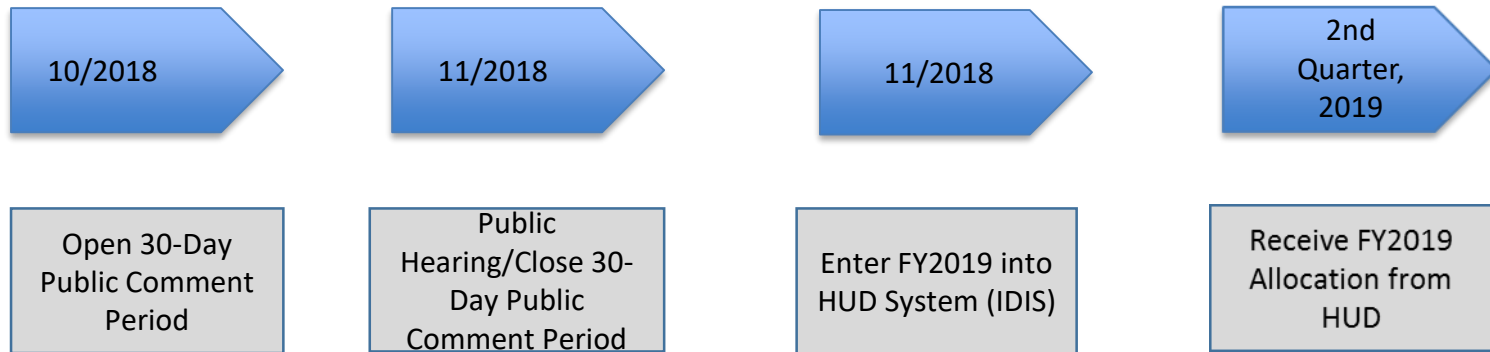


Project: Administration
Project Funding: \$130,000.00

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



FY2019 CDBG Projects Timeline



**FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**



RESOLUTION NO.: 262 - 2018

OF

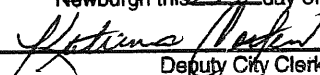
SEPTEMBER 24, 2018

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR OCTOBER 9, 2018 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY
IN EXCESS OF THE LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW SECTION 3-c

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 9th day of October, 2018, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 9/24/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 25th day of Sept 2018


Deputy City Clerk

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government’s governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court’s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH KIEWIT SHEA CONSTRUCTORS, AJV
FOR THE TRANSPORT OF STEEL PIPE LINERS THROUGH THE CITY OF
NEWBURGH TO FACILITATE THE COMPLETION OF
THE DELAWARE AQUEDUCT RONDOUT WEST BYPASS TUNNEL PROJECT**

WHEREAS, the Kiewit Shea Constructors, AJV has requested to travel through the City of Newburgh for the purpose of transporting steel pipe liners to facilitate the completion of the Delaware Aqueduct Roundout West Bypass Tunnel; and

WHEREAS, the parties have reached an agreement regarding the details and logistics surrounding the transportation of the steel pipe sections, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached agreement with Kiewit Shea Constructors, AJV has requested to travel through the City of Newburgh for the purpose of transporting steel pipe liners to facilitate the completion of the Delaware Aqueduct Roundout West Bypass Tunnel Project by the New York City Department of Environmental Conservation.

Memorandum of Understanding

Between

Kiewit Shea Constructors, AJV

and

City of Newburgh

This Memorandum of Understanding (MOU) sets forth the terms and understandings between Kiewit Shea Constructors, AJV (KSC) and the City of Newburgh (CON) regarding the transportation of the steel pipe sections from Steelways, Inc. property located at 401 South Water Street, Newburgh, New York to the KSC jobsite located at 5503 NYS Route 9W, Marlboro (Town of Newburgh), New York. This transportation of these materials is necessary to the successful completion of the project known as BT-2 Rondout West Bypass Tunnel of the City of New York.

Background

Representatives of KSC and CON met on numerous occasions to apprise the CON as to the proposed storage location and proposed transportation route through the CON for the steel pipe sections. The owner of the Steelways site received site plan approval from the City of Newburgh Planning Board for storage of the steel pipe sections in the vacant yard owned by Steelways located along the west side of South Water Street. Steelways, KSC and the NYCDEP have worked to transport and secure these pipe sections in the Steelways yard.

Purpose

This MOU memorializes the mutual understanding and agreement between KSC and CON regarding the details and logistics surrounding the transportation of the steel pipe sections.

Route

The agreed upon route from the approved, current storage area (SBL: 49-1-24) along the west side of South Water Street shall be as follows: Cross South Water Street in an easterly direction back onto the property at 401 South Water Street (SBL: 49-1-6) , then heading in a northerly direction through Hudson Shipyard's (Steelways) property (SBL: 49-1-5.21) through the CSX Transportation Property (SBL: 49-1-5.22) and CON property (SBL: 49-1-5.1), continuing straight past the water treatment plant through the City owned property (SBL:40-3-3), then turning in a westerly direction onto Washington Street towards the intersection with South Water Street (NYS 980T), then turning right in a northerly direction onto South Water Street to head north on New York State Reference Route 980T, then turning right onto Old Balmville Road traveling in a northerly direction and leaving the City of Newburgh (see attached map).

Commitments

KSC agrees to undertake the following:

Initials: KSC_____ CON _____

- 1) KSC or its subcontractor will photographically document the existing condition of the road and travel corridor through the City in sufficient detail satisfactory to the CON and submit such photographic documentation in electronic format to the City 10 days in advance of the first pipe transport through the City.
- 2) KSC or its subcontractor will conduct pre and post video inspections of the combined sewer main along Washington Street (MH1006-MH-1001) between South Water Street and the entrance to the Former Consolidated Iron Property (SBL: 40-3-3) within the anticipated pathway of the transport corridor to the satisfaction of the City. These video inspection documentations shall be transmitted to the City within 2 weeks following the execution of this MOU.
- 3) KSC agrees to repair, to the satisfaction of the City Engineer, any infrastructure deficiencies discovered during this CCTV work that present a threat to the safety of the pipe transport operation or provide engineered protection to prevent any further damage to the existing infrastructure asset. This engineered protection will be signed and sealed by a licensed Professional Engineer registered in the State of New York. In the event of a dispute regarding the assessment of an underground infrastructure asset, KSC shall provide a written certification, signed and sealed by a licensed Professional Engineer registered in the State of New York, that the infrastructure asset's disputed condition can support the pipe transport loads for the duration of the project without failure.
- 4) KSC or its subcontractor will obtain such permits or approvals as may be required by the New York State Department of Transportation ("NYSDOT") and CSX Transportation Inc. for the transport of pipe sections. Copies of all permits shall be transmitted to the City 10 days in advance of the first pipe transport through the City. Any permit renewals shall be transmitted to the City.
- 5) KSC or its subcontractor will transport all pipe sections at night and shall have transport trucks and equipment removed from all roads within the City prior to 7:00 AM. Transport of pipe (approximately 4 sections) will commence in November 2018 for purposes of proving clearances to utilities along the travel alignment, and the transport of the balance of pipe sections shall start May-August 2019 and end no later than October 2020 barring delays to the project. Shipments will be made Sunday to Thursday between the hours of 11:00 PM and 6:00 a.m. Shipments will be permitted Saturday, but transport shall not begin until 1:00 a.m. and all transport trucks and equipment shall be off the road by 7:00 a.m. KSC or its subcontractor will endeavor to minimize light and sound impacts to the surrounding neighborhoods to the maximum extent practical.
- 6) KSC or its subcontractor will transport a maximum of four (4) pipe sections per day. Return trips from the jobsite to 401 South Water Street, Newburgh, NY will use Route 9W South to reduce the disturbance to the City of Newburgh.
- 7) KSC or its subcontractor will coordinate with Central Hudson, Verizon and Spectrum to provide the necessary clearances for the transportation of the pipe sections.
- 8) KSC agrees to pay for the overtime of one City staff member from the Engineering Department, Water Department or Department of Public Works to be on-site at all times

Initials: KSC_____ CON _____

during the night transport of the pipe sections through the City. Depending on the personnel utilized, this cost will range from a high of \$57.43 per hour to a low of \$39.47 per hour. See attached OT Salary table.

- 9) KSC agrees to pay for all necessary City of Newburgh Police Department costs if necessary to assist with traffic control related to the transport. KSC shall make all scheduling requests for traffic control to the City of Newburgh Police Department one week in advance.
- 10) KSC agrees to post a bond in the amount of \$350,000 for the restoration costs of the proposed River Street and Washington Street roadway modifications necessary to transport the pipe sections.
- 11) KSC agrees to provide the CON with all required insurances with the CON named on the certificates. See the attached Certificate of Insurance naming the types of insurance and the limits to be provided.
- 12) KSC agrees to pay the CON a one-time fee in the amount of \$75,000 to cover impacts to infrastructure related to the transport of the pipe sections.
- 13) KSC shall defend, indemnify and hold the CON harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of CON streets and property for the activities contemplated under this MOU, excepting gross negligence or misconduct by the City.
- 14) KSC and its consultants agrees to comply with all provisions, restrictions, restoration requirements related to CON owned property (SBL: 40-3-3) as stated in the Site Management Plan and environmental easement, or as may be required by the New York State Department of Environmental Conservation and/or the United States Environmental Protection Agency.
- 15) KSC and its consultants agrees to operate its equipment and contractors in such a way as to maintain full access to all CON owned properties at all times and shall accommodate all future events that may be planned on CON owned property (SBL: 40-3-3).

CON agrees to undertake the following:

- 1) CON will grant a temporary license agreement for the transportation of the pipe sections from Hudson Shipyard's (Steelways) property (SBL: 49-1-5.21) through CON properties (SBL: 49-1-5.1 & 40-3-3) to allow a left onto Washington Street allowing access to the above listed transportation route. (See attached map).
- 2) CON will grant permission for the milling of asphalt, with subsequent restoration by KSC, to allow for the required vertical clearances for the transport of the pipe sections through the area of Renwick St. and River Street adjacent to the Wastewater Treatment Plant. KSC will comply with CON MOU requirement to obtain design drawings from a New York State registered licensed professional engineer that will make submissions to the CON for review, comment and approval. Upon completion of pipe transport, the area will be restored within a reasonable amount of time following the transport of the last

Initials: KSC_____ CON _____

pipe section by KSC in accordance with the approved plans, and no later than November 1, 2020 barring project delays or weather restrictions.

- 3) CON agrees to provide KSC with a copy of the approved Site Management Plan and environmental easement associated with CON owned property (SBL: 40-3-3).

Duration

This MOU may be modified by mutual written agreement executed by authorized officials from the City of Newburgh and Kiewit Shea Constructors, AJV. This MOU shall become effective upon signature by the authorized officials from the CON and KSC and will remain in effect until modified or terminated by mutual consent. In the absence of mutual agreement by the authorized officials from the CON and KSC, this MOU shall end on December 31, 2025.

Contact Information

City of Newburgh
Michael G. Ciaravino
City Manager
83 Broadway
Newburgh, New York 12550
Telephone: 845-569-7301
E-mail: mciaravino@cityofnewburgh-ny.gov

Kiewit Shea Constructors, AJV
Mark Petermann
Project Manager
5503 Route 9W
Newburgh, New York 12542
Telephone: 845-838-8534
E-mail: mark.petermann@kiewit.com

Mark Petermann, Project Manager
Kiewit Shea Constructors, AJV

Date: _____

Michael G. Ciaravino, City Manager
City of Newburgh

Date: _____

Initials: KSC_____ CON _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Midwest Agencies, Inc. 3555 Farnam Street Omaha, NE 68131	CONTACT NAME:	Traci Sutton	
	PHONE (A/C, No, Ext):	402-271-2956	FAX (A/C, No): 402-271-2997
INSURED Kiewit-Shea Constructors, AJV 470 Chestnut Ridge Road, 2nd Floor Woodcliff Lake NJ 07677	E-MAIL ADDRESS:	Traci.Sutton@Midwestagenciesinc.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B: North American Specialty Insurance Co		29874
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 43576494

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			MWZY 312911	3/1/2018	3/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB 312910	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EXS 2000809	3/1/2018	3/1/2019	EACH OCCURRENCE \$23,000,000 AGGREGATE \$23,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	MWC 312957	3/1/2018	3/1/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Newburgh
83 Broadway
Newburgh NY 12550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Philip G. Dehn

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

<i>OT Salary Avg's</i>	Engineer/Water/DPW									
<i>Effective 2018</i>										
<i>8/3/2018</i>										
					FRINGE BENEFITS					Combined Hourly Rate
Department	Personnel	Unit	Salary	Hourly Rate	Retirement	Soc. Sec.	MTA	Total Benefits	Benefits Rate	(Salary and Fringe)
Engineer-OT	Asst. City Engineer	CSEA	\$ 69,595	\$ 49.9964	9,952	5,324	237	\$15,513	\$7.43	\$ 57.43
Engineer-OT	Engineering Technician	CSEA	\$ 48,102	\$ 34.5560	6,879	3,680	164	\$10,722	\$5.14	\$ 39.69
Engineer-OT	Junior Civil Engineer	CSEA	\$ 47,840	\$ 34.3678	6,841	3,660	163	\$10,664	\$5.11	\$ 39.47
Water	Heavy Equipment Operator	CSEA	\$ 57,481	\$ 41.2938	8,220	4,397	195	\$12,813	\$6.14	\$ 47.43
DPW	Labor Supervisor	CSEA	\$ 64,698	\$ 46.4784	9,252	4,949	220	\$14,421	\$6.91	\$ 53.39

RONDOUT BYPASS TUNNEL STEEL INTERLINER ROUTE



RESOLUTION NO.: _____ - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AMENDMENT TO AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. FOR AN
INDOOR ENVIRONMENTAL ASSESSMENT TO INCLUDE
ASBESTOS SAMPLING SERVICES FOR
22 GRAND STREET AND 492 BROADWAY AT A COST OF \$1,910.00**

WHEREAS, by Resolution No. 193-2018 of August 13, 2018, the City Council of the City of Newburgh authorized the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway; and

WHEREAS, it is necessary to expand the indoor environmental assessment proposal to include evaluation, sampling and assessment for asbestos; and

WHEREAS, the cost for these additional services will be \$1,910.00 and funding shall be derived from A.1620.0448 - Municipal Buildings; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an amendment to the agreement with Quality Environmental Solutions & Technologies, Inc. to conduct an indoor environmental assessment to include asbestos sampling for buildings located at 22 Grand Street and 492 Broadway at a cost of \$1,910.00; and

QuES&T

Quality Environmental Solutions & Technologies, Inc.

September 26, 2018

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: West End Firehouse & Police/Firehouse (Amendment to Existing Contract)
Request for Proposal – Limited Asbestos Bulk Sampling and Consulting Services

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. **Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached amendment to the existing contract for Limited Asbestos Bulk Sampling and Consulting Services at the West End Firehouse and Police/Firehouse, located at 492 Broadway & 22 Grand Street, Newburgh, NY 12550.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T's** extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

**LIMITED ASBESTOS BULK SAMPLING
AND CONSULTING SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
WEST END FIREHOUSE & POLICE/FIREHOUSE
492 Broadway & 22 Grand Street
Newburgh, NY 12550**

QuES&T agrees to provide the following services:

LIMITED ASBESTOS BULK SAMPLING & CONSULTING SERVICES

- Provide licensed NYS/AHERA Asbestos Inspector(s) to perform a Limited Asbestos Bulk Sampling in compliance with the requirements of Title 12 NYCRR Part 56 and 29 CFR 1926.1101 throughout specific areas of the West End Firehouse and Police/Firehouse.
- Perform collection and analysis of suspect friable material using Polarized Light Microscopy (PLM) analytical protocols.
- Perform collection and analysis of suspect non-friable organically bound material using both Polarized Light Microscopy-NOB (PLM-NOB) and Confirmatory-QTEM analytical protocols.
- Perform collection and analysis of vermiculite-containing surfacing materials using Surfacing Materials with Vermiculite (SM-V) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM/PLM-NOB/QTEM/SM-V).
- Documentation of all analytical laboratory certifications.
- Attend City of Newburgh Council Meeting to discuss findings.

**LIMITED ASBESTOS BULK SAMPLING
AND CONSULTING SERVICES**
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
WEST END FIREHOUSE & POLICE/FIREHOUSE
492 Broadway & 22 Grand Street
Newburgh, NY 12550

COST ESTIMATE

➤ **LIMITED ASBESTOS BULK SAMPLING AND CONSULTING SERVICES**

Project Management Labor	\$ 540.00
Inspector Labor	\$ 320.00
24 Hr TAT PLM Bulk Sample Analysis 23 @ \$ 25.00/Layer	\$ 575.00
1-Week TAT QTEM/PLM-NOB Bulk Sample Analysis 10 @\$ 41.00/Layer	\$ 410.00
Travel & Misc. Materials	\$ 65.00
<i>Amendment Total \$ 1,910.00</i>	

.....
ACCEPTANCE OF PROPOSAL #P18-5968

.....
To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.
**Payment Terms: *Payment Shall Be Net 15 Days; Following Delivery Of Final Report; Late Payments
Shall Be Assessed a Penalty of 1.5% per Month.***

City of Newburgh - Authorized Representative:

By _____
Signature Print Name & Title Date

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR ASBESTOS ABATEMENT DESIGN SERVICES
FOR 492 BROADWAY AT A COST OF \$10,000.00**

WHEREAS, Resolution No. 193-2018 of August 13, 2018, the City Council of the City of Newburgh authorized the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway; and

WHEREAS, the surveys and testing was expanded to include asbestos sampling and the results found the presence of asbestos containing material at 492 Broadway; and

WHEREAS, said asbestos containing material must be abated and removed in compliance with law, rule and regulation and QUES&T, as a qualified environmental remediation consultant, has submitted a proposal for the planning and design phase of the asbestos abatement at 492 Broadway; and

WHEREAS, the cost for these services will be \$10,000.00 and funding shall be derived from A.1620.0448 - Municipal Buildings; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement design services for 492 Broadway, Newburgh, New York at a cost of \$10,000.00.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

September 26, 2018

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: West End Firehouse
Request for Proposal – Variance Develop/Submission, Specification/Bidding and Asbestos
Abatement Monitoring & Management Services

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (QuES&T) is pleased to submit the attached proposal to: 1) Prepare and submit a Site-Specific Variance w/Contamination Assessment to the NYSDOL ESU; 2) Prepare a Specification with Bid Documents outlining the scope of work and Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project and, 3) provide Asbestos Abatement Monitoring & Management Services during controlled demolition abatement.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T**'s extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

**VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND ASBESTOS
ABATEMENT MONITORING & MANAGEMENT SERVICES**

**for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
At
WEST END FIREHOUSE
492 Broadway
Newburgh, NY 12550**

QuES&T agrees to provide the following services:

1.) Development and Submission of NYSDOL Site-Specific Variance

- Meet onsite to identify areas impacted by incidental disturbance of identified ACM materials within the West End Firehouse.
- Perform contamination assessment to determine the extent of contamination.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

2.) Asbestos Abatement Specification w/Bid Documents (Short Spec) & Bidding Process

- Develop asbestos-abatement specific contract documents and detailed work scopes for the purpose of securing competitive bidding to perform asbestos abatement.
- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content, and assist the **City of Newburgh** in the selection of an Environmental Remediation Contractor.

3.) Asbestos Abatement Management and Monitoring

Item 1: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

Services Cont'd...

Item 2: Third Party Asbestos Air Monitoring

- **QuES&T** will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site Specific Variances utilized in the conduct of this project.

**492 Broadway
Newburgh, NY 12550**

RESOLUTION NO.: _____ - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 13, 2018
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2019 BUDGET FOR THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2019 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 13th day of November, 2018, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.:_____ - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE NEWBURGH COMMUNITY LANDBANK**

WHEREAS, the Newburgh Community Land Bank was incorporated pursuant to Article 16 and Section 402 of the Not-for-Profit Corporation Law and is a Type C Not-For-Profit corporation as defined in Section 201 of the Not-For-Profit Corporation Law; and

WHEREAS, the mission of the Newburgh Community Land Bank is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, upon the request of the Newburgh Community Land Bank, this Council has determined that transferring title of the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh that the sale of the properties on the list attached hereto as Schedule "A" to the Newburgh Community Land Bank be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to the Newburgh Community Land Bank; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh the properties are to be transferred to the Newburgh Community Land Bank subject to the Disposition Policies of the Newburgh Community Land Bank annexed hereto and made part hereof as Schedule "B"; and

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

SCHEDULE "A"

S-B-L	Property Address
30-1-2	197 First Street
30-2-49	44 South Miller Street



NEWBURGH COMMUNITY LAND BANK

DISPOSITION OF REAL AND PERSONAL PROPERTY POLICY

SECTION 1. PURPOSE.

This policy (the “Policy”) sets forth guidelines for the Land Bank’s disposal of real and personal property in accordance with the mission and purpose of the Land Bank and applicable law.

SECTION 2. DEFINITIONS.

- a. “Land Bank” shall mean the Newburgh Community Land Bank.
- b. “Contracting Officer” shall mean the person responsible for the Land Bank’s compliance with, and enforcement of, this Policy, and such person shall be the Executive Director of the Land Bank.
- c. “Dispose” or “disposal” shall mean transfer of title or any other beneficial interest in Property (as defined below).
- d. “Property” shall mean personal property or real property regardless of value, and any other interest in property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation.

SECTION 3. GENERAL DUTIES.

- a. The Land Bank shall:
 - i. maintain adequate inventory controls and accountability systems for all property owned by the Land Bank and under its control;
 - ii. periodically inventory such property to determine which property may be disposed of;
 - iii. produce written reports of such in accordance with Section 3(b); and
 - iv. transfer or dispose of such property as promptly as possible in accordance with this Policy.

- b. The Land Bank shall:
 - i. maintain and make available for public review and inspection in accordance with Not-for-Profit Corporation Law section 1609 a complete inventory of all real property dispositions by the Land Bank. Such inventory shall include a complete copy of the sales contract including all terms and conditions including, but not limited to, any form of compensation received by the Land Bank or any other party which is not included within the sale price. All property dispositions shall be listed on the property disposition inventory within one week of disposition. Such records shall remain available for public inspection in the property disposition inventory indefinitely; and
 - ii. publish not less frequently than annually in accordance with Public Authorities Law section 2896 a report listing all real property owned by the Land Bank during the reporting period. Such report shall include a list and full description of all real and personal property disposed of during such period. The report shall contain the price received the Land Bank and the name of the purchaser for all such property sold by the Land Bank during such period. Such report shall be delivered to all agencies required by law including the Comptroller of the State of New York, the Director of the Budget of the State of New York, the Commissioner of the New York State Office of General Services, the Director of the Authority Budget Office and the New York State Legislature (via distribution to the majority leader of the senate and the speaker of the assembly).

SECTION 4. TRANSFER OR DISPOSITION OF PROPERTY.

- a. Supervision and Direction. Except as otherwise provided herein, the Contracting Officer shall have supervision and direction over the disposition and sale of property of the Land Bank. The Land Bank shall have the right to dispose of its property for any valid purpose.
- b. Custody and Control. The custody and control of Land Bank property, pending its disposition, shall be performed by the Contracting Officer.
- c. Means of Disposition. Unless otherwise permitted, the Land Bank shall dispose of property by sale, exchange, or transfer, for cash, credit, or other consideration as provided for herein, with or without warranty, and upon such other terms and conditions as the Land Bank or the Contracting Officer deems proper. The Contracting Officer may execute such documents for the transfer of title or other interest in property and take such other action as is necessary or proper to dispose of such property under the provisions of this Policy.

d. Validity of Deed, Bill of Sale, Lease, or Other Instrument. A deed, bill of sale, lease, or other instrument executed by or on behalf of the Land Bank, purporting to transfer title or any other interest in property of the Land Bank in accordance herewith shall be conclusive evidence of compliance with the provisions of this Policy and all applicable law insofar as concerns the title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to transfer of title of such property.

e. Method of Disposition for Real Property.

i. Negotiated Sale.

1. Competitive Listing. Land Bank property for sale shall be listed on the Land Bank's website to solicit competitive offers. An initial listing price shall be determined by staff based on a comparative market analysis and consideration of the Land Bank's then-current valuation guidelines, if any. The Contracting Officer is empowered to negotiate a proposed purchase price with interested purchasers, taking into consideration all reasonable business and financial justifications for accepting offers above or below listing price.

2. Award of Purchase Contract. The Contracting Officer shall present the Board of Directors with a summary and analysis of the offers received for a particular property, making a recommendation as to which offers are reasonable and consistent with the Land Bank's mission and purpose.

The Board of Directors, in its sole discretion, may sell property to an Applicant (as defined in Section 5) who has not submitted the highest purchase offer (i.e. sell for less than fair market value) for a variety of reasons consistent with the Land Bank's mission and purpose including, by way of example and not limitation, the submission of a redevelopment plan which provides for (i) a more comprehensive renovation of the property, (ii) owner occupancy, (iii) a valuable community service, or (iv) other community benefit. The Board of Directors will also take into consideration the Applicant's qualifications and experience, financial capacity, the quality and extent of their redevelopment plan, and the planned use for the property when selecting to which Applicant a sales contract will be awarded. In addition, a number of defined discount programs are contained in this Policy which may result in a property

being sold for less than fair market value.

ii. Requests for Proposals. A Request for Proposals (RFP) may be used for the disposition and redevelopment of certain properties identified by the Land Bank to solicit from a specific pool of potential buyers, to allow a greater length of time for interested buyers to develop an offer and development plan, or to solicit development proposals that meet certain criteria set forth by the Land Bank. As with negotiated sales, the Board of Directors will consider the purchase price offered, the planned use, the scope of the redevelopment plan, the buyer's qualifications and capacity to complete the project, and the funds available for redevelopment, in addition to the content of the response to specific criteria or questions contained within the RFP, when selecting a winning proposal.

iii. Direct Sale. The Board of Directors may authorize the sale of property to a buyer without first undertaking the other methods of disposition set forth herein when it determines that a benefit to the community will be had by authorizing such sale without competitive procedures for reasons consistent with the Land Bank's mission and purpose and upon a demonstration that the buyer is uniquely qualified to purchase, develop or otherwise return the property to productive use as set forth in Section 5 of this Policy.

f. Method of Disposition for Personal Property.

i. The Land Bank may dispose of personal property in accordance with its mission, including through Negotiated Sale, Request for Proposals and Direct Sale, as well as by donation. The Land Bank may utilize contractors or professional services to dispose of personal property provided any revenue generated from such disposal is used to support the Land Bank's mission. When determining the method of disposition, the Land Bank shall utilize the method which shall permit obtaining such competition as is feasible under the circumstances and which is consistent with the value and nature of the personal property proposed for disposition (including whether the personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to impact the value thereof), and which will be most advantageous to the Land Bank, price and other factors considered, and which shall further the interests of and be consistent with the mission and purpose of the Land Bank.

g. Board Approval for Disposition of Property. The Land Bank shall not sell, lease,

encumber, or alienate property or improvements unless authorized by a majority vote of the entire Board of Directors in accordance with section 1605(i) of the Not-for-Profit Corporation Law.

SECTION 5. BUYER QUALIFICATIONS; APPLICATION; CONSIDERATION; DISCOUNT/PREFERENCE PROGRAMS; ENFORCEMENT; LEASING.

a. Buyer Qualifications.

i. All disposals of Land Bank property shall be made to qualified buyers. A person submitting an application, bid or other offer to purchase property owned by the Land Bank (an “Applicant”) must meet the following requirements to be considered a “qualified buyer”:

1. The Applicant’s Principal Residence for the year immediately preceding the date of the Applicant’s application was in the City of Newburgh, the Applicant intends to relocate to the City of Newburgh and can provide satisfactory evidence thereof, or the Applicant has agreed to engage a responsible property manager located in the City of Newburgh to manage the property which is being disposed of pursuant to this policy. The term “Principal Residence” means the property that the Applicant uses as his or her residence. If the Applicant uses more than one property as his or her residence, the Applicant’s Principal Residence is the property in which the Applicant lives for the majority of the time during the year and not less than half of the year.
2. In the event the Land Bank requires the Applicant to complete any renovations or repairs with regard to the property being disposed of pursuant to this Policy, the Applicant has submitted satisfactory evidence that he or she has a feasible plan and adequate financing to complete the necessary renovations or repairs;
3. If requested by the Land Bank, the Applicant has completed a home-buyer education course;
4. The Applicant is not otherwise disqualified as set forth herein; and
5. The Applicant has completed an application in accordance with this Policy.

ii. An Applicant is disqualified if:

1. At the time of the Applicant’s application, there are unpaid and past

due taxes with respect to any real property owned by the Applicant;

2. A property owned by the Applicant has been foreclosed upon for tax-delinquency by the City of Newburgh and transferred to the Land Bank;

3. At the time of the Applicant's application, the Applicant owes amounts for past due bills, fines, or fees with respect to any real property owned by the Applicant;

4. There are open code violations or a history of code violations with respect to real property owned by the Applicant;

5. More than one (1) nuisance abatement case or proceeding has been commenced with respect to real property owned by the Applicant; or

6. The Applicant, or any spouse, parent, sibling or child of the Applicant, possessed an interest in the property for which the Applicant is applying to purchase at the time such property was foreclosed upon by the City of Newburgh for tax delinquency. The Board of Directors may consider deviating from this criterion (and 5.a.ii.2 above) if the property in question is the applicant's principal residence or principal source of income and the applicant: 1) presents compelling evidence excusing their failure to redeem the property prior to its foreclosure for unpaid real property taxes; and 2) demonstrates that they have sufficient funds to pay in full (i) the real property taxes that were due at the time of foreclosure, (ii) any other liens that were extinguished by the foreclosure (or the ability to reinstate such liens), and (iii) the Land Bank's expenses associated with the acquisition and maintenance of the property; and 3) makes all repairs necessary to bring the property into compliance with applicable health, building and zoning laws, rules and regulations, and 4) demonstrates that they have sufficient income to remain tax-current once they regain title to the property.

b. Applications. Land Bank staff shall develop purchase application forms which Applicants shall be required to complete, so that the Land Bank can evaluate the qualifications of Applicants and select Applicants with development plans that are consistent with the Land Bank's mission and purpose and the comprehensive plans of the municipalities in which the Land Bank's real property is located. The information requested in such applications may vary depending on the type of property that the Land Bank is intending to sell. The Land Bank may require Applicants to submit redevelopment plans and/or

management plans as part of the application process. The Land Bank may require Applicants to submit a contract to purchase with each application.

c. Consideration. In accordance with the terms and conditions of the Land Bank's discount/preference programs, the Land Bank may accept monetary payments and secured financial obligations, covenants and conditions related to the present and future use of the property, contractual commitments of the Applicant, and such other forms of consideration deemed appropriate by the Board of Directors.

d. Discount/Preference Programs. The Land Bank has adopted the following discount and/or preference programs in order to support, through the sale of Land Bank property, development activities which further the Land Bank's mission and purpose:

i. Community Garden/Green Space Program. The Land Bank recognizes the economic, environmental, and social value of community gardens and green space. Accordingly, the Land Bank may sell or lease certain unimproved residential parcels for a nominal fee to Applicants who plan to develop such parcels into community gardens or green spaces. Any lease agreement entered into by the Land Bank and a lessee pursuant to this Community Garden/Green Space Program will require the lessee to be responsible for all property maintenance and upkeep; obtain any required permits for use or development; comply with all local building, zoning, and property maintenance ordinances; obtain approval from the Land Bank prior to installing improvements exceeding \$1,000 in value or placing any signs on the property; and furnish the Land Bank with liability waivers signed by each gardener who will have the right to use the property.

ii. Residential Side-Lot Program. Certain vacant residential lots acquired by the Land Bank may not be readily marketable because of their size, location, or other characteristics. The Land Bank may sell certain vacant residential lots for a discounted price to property owners who own lots which are directly adjacent to such vacant lots. Owners of adjacent, well-maintained properties are the mostly likely purchasers to take care of these vacant lots in many instances, thereby enhancing the value of the purchaser's property, beautifying the surrounding neighborhood, and improving surrounding property values. The Land Bank may require purchasers to combine such lots with the purchaser's adjacent property to create one tax parcel as a condition of the sale.

iii. Affordable Housing Development Program. Due to the community benefit derived from the development of affordable housing, the Land Bank may sell certain properties, including properties with vacant buildings, at a discounted price to

Applicants who plan to develop income-restricted affordable housing. In order to qualify for this discount, the development must be subject to restrictive covenants or otherwise regulated by an affordable housing funder for a defined affordability period.

iv. Tenant to Home Owner Program. The Land Bank may provide a preference to Applicants who occupy a property being disposed of pursuant to this Policy as tenants at the time the Land Bank acquires such property. The Land Bank will encourage all first time homebuyers to take home owner education courses and to receive other financial counseling.

v. Geographically Targeted Revitalization Programs. From time to time, the Land Bank may reduce the sales price of properties in a clearly defined geographic area in order to attract multiple private investors, such that the investors might leverage one another's investments. These targeted programs will be created by resolution of the Board of Directors. The resolution will define the geographic boundaries of the program, whether it is limited to a certain category of real property, the percentage by which the sales price is to be discounted, and the duration of the program. These programs will be advertised on the Land Bank's website and in other promotional materials during the course of the program, and the justification for discounting the sales price will be stated in the resolution disposing of each property.

vi. Additional Discount/Preference Programs. From time to time, the Land Bank may adopt by resolution of the Board of Directors additional discount or preference programs in furtherance of its purpose or mission.

e. Enforcement. In the event a real property disposition is being made in conjunction with a development plan proposed by the Applicant and approved by the Land Bank or with conditions imposed by the Land Bank, the Land Bank shall take appropriate measures to secure the Applicant's completion of the development plan or compliance with the conditions which measures may include a deed restriction or similar mechanism.

f. Leasing. It may be in the best interest of the Land Bank and the furtherance of its mission to lease its real property under certain circumstances, including, but not limited, to the following circumstances:

i. Existing Occupants. In order to avoid displacing persons occupying real property at the time it is acquired by the Land Bank, the Land Bank may enter into lease agreements with any such persons. The Land Bank may offer occupants relocation assistance if the real property is not habitable or if the occupants are unwilling to enter into lease agreements.

- ii. Properties Pending Sale. The Land Bank may lease an occupied parcel of real property for which a sale is pending in order to allow the occupant to enhance the value of the real property and prevent vandalism to which vacant properties are susceptible.

SECTION 6. LAND BANKING AND PLANNED DEVELOPMENT

In some instances the Land Bank will acquire a dense concentration of properties in a geographic area and may “land bank” those properties for a period of time prior to advertising them for sale until a coordinated redevelopment plan can be developed. Such plan will include input from relevant stakeholders such as the municipality, community development corporations and neighborhood associations. Once a plan has been developed, certain properties may be appropriate for the Land Bank to hold for a longer period of time until necessary funds have been raised for their redevelopment pursuant to the plan, until the Land Bank has acquired other strategic properties nearby, assembled larger parcels, certain development approvals have been granted, or other necessary conditions to effectuate the plan are met.

Properties identified as appropriate for affordable housing development (see definition of Affordable Housing in 5.d.iii. of this Policy) through such a planning effort will be advertised as available only for redevelopment that accomplishes the objectives stated in the plan. These objectives may include certain income-restrictions/affordability thresholds, restriction to rental or owner-occupancy, and minimum standards for the quality of renovation or new construction. Other properties in the plan may be deemed appropriate for sale to private developers or individuals using standard methods to advertise properties for negotiated sale. Particular terms of sale (such as design standards or minimum renovation standards) and/or a hierarchy of preferred redevelopment plans may be adopted by the Board of Directors specific to this geographic area as allowable under 5.d.v. of this Policy.

In other instances the Land Bank acquires a scattered assortment of properties and moves to list them for sale soliciting competing offers. In both instances the Land Bank will take into consideration that funds may not yet have been awarded for subsidized projects and that the Applicant may not yet be able to demonstrate proof of funds awarded, and the Land Bank may approve the sale with a closing date to occur once proof of funds is obtained and when the applicant is ready to take title and begin work (i.e. land banking it for the project in order to minimize the buyer’s total carrying costs in light of the community benefits these projects provide). In some cases the Land Bank may land bank properties until an optimal method of disposition can be identified and effectuated.

SECTION 7. MISCELLANEOUS.

- a. Modification and Amendment; Filing. These guidelines are subject to modification and amendment at the discretion of the Land Bank and shall be filed annually with all local and state agencies as required under applicable law
- b. Posting on the Land Bank Website. This Policy shall be posted on the Land Bank's website.
- c. Annual Review. This Policy shall be reviewed annually by the Land Bank and approved by the Board of Directors of the Land Bank in accordance with section 2896(1) of the Public Authorities Law.

RESOLUTION NO.: _____-2018

OF

OCTOBER 9, 2018

**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 57-58 WILLIAMSBURG DRIVE
(SECTION 1, BLOCK 2, LOT 29)**

WHEREAS, on October 21, 2016, the City of Newburgh conveyed property located at 57-58 Williamsburg Drive, being more accurately described on the official Tax Map of the City of Newburgh as Section 1, Block 2, Lot 29, to Step Up Properties, LLC; and

WHEREAS, Ms. Natalya Fredericks, Manager of Step Up Properties, LLC, has requested a release of the restrictive covenants contained in said deed; and

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

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 57-58 Williamsburg Drive, Section 1, Block 2, Lot 29 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 21, 2016, from THE CITY OF NEWBURGH to STEP UP PROPERTIES, LLC, recorded in the Orange County Clerk's Office on October 28, 2016, in Liber 14129 of Deeds at Page 787 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

57-58 Williamsburg Drive Before & After



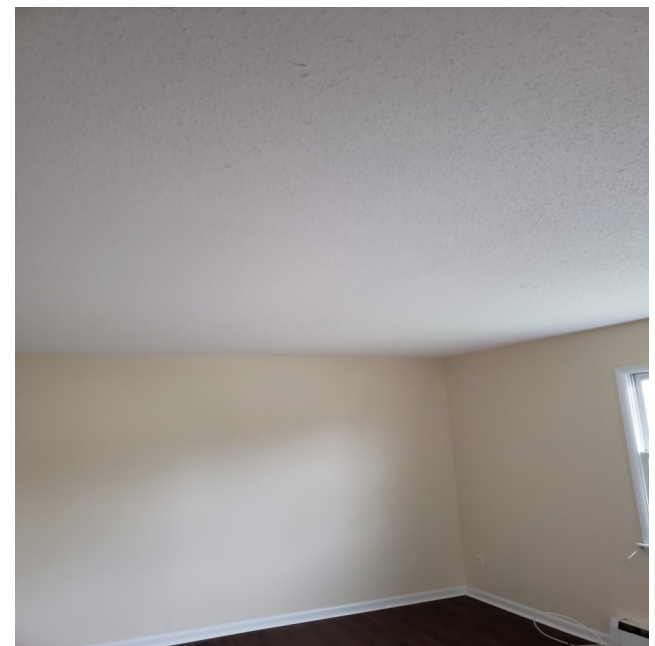
57-58 Williamsburg Drive Before & After



57-58 Williamsburg Drive Before & After



Ceilings before (above) and after (below)



RESOLUTION NO.: _____ - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 585 SOUTH STREET (SECTION 14, BLOCK 2, LOT 6.1)
AT PRIVATE SALE TO NATASHA WATTERSON
FOR THE AMOUNT OF \$89,900.00**

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 585 South Street, being more accurately described as Section 14, Block 2, Lot 6.1, 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 property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 11, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
585 South Street	14 - 2 - 6.1	Natasha Watterson	\$89,900.00

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

Terms and Conditions Sale

585 South Street, City of Newburgh (SBL: 14-2-6.1)

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 properties are sold subject to unpaid school taxes for the tax year of 2018-2019, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
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 Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. 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.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$3,146.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

Property Proposal Summary

Location: 585 South Street (Southwest corner of Monroe and South)
Tax Map Number: 14-2-6.1
Property Class: 210—One Family Residential
Zoning: RL—Residential Low Density
Description: Detached single family home—Year built: 1918; 1680sf; 3 bedrooms; 2 1/4 baths; lot size: 87.2 x 145 x irregular
Condition: Average/Fair
Assessed Value: \$ 78,700
Annual Taxes: \$ 3,991+/-
Selling Price: \$ 89,900

The city acquired this property: March 2016

Offer Information:

Name: Natasha Watterson
Offer Price: **\$ 89,900**
Construction Estimate: \$ 46,500+/-
Proof of Financing: Federal Savings Bank, FHA 203K Loan.

Comments:

The purchaser currently resides in Brooklyn but has been looking to relocate outside New York City, particularly in the Newburgh area. The purchaser plans to occupy this home as her primary residence.

The house needs some repairs: the drywall needs to be replaced or repaired in several areas; the first floor bath needs work; hardwood floors need refinishing and the kitchen also needs some work. According to the broker, the house is a good candidate for a 203K loan—for which she has been pre-qualified. The repair estimate is felt to accurately reflect the work needed to bring this house back to life.





Interior Photos



Proposal Form

Contact Information:

Name: Natasha Watterson
Business Name (If Applicable): _____
Address: 1306 Dean Street
City, State & Zip: Brooklyn, NY 11216
Home phone: (347) 439-0552
Business Phone: _____
Mobile Phone: (347) 439-0552
E-mail: natashawatterson@gmail.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ___ No X

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ___ N/A X (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ___ No ___ N/A X (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list all of the addresses of properties you own - as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): N/A

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ___ No ___ (attach explanation) N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ___ (attach explanation) No ___ N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No X

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 585 South Street Newburgh, NY 12550

S-B-L#: 14-2-6.1

Type of Project:

☒ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units)

☐ Mixed Use (Commercial & Residential - # of Residential Units)

For the property types listed above, will it be occupied by the purchaser: Yes ☒ No ☐

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 89,900

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 46,500

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 of Newburgh licensed electricians and plumbers.

General Contractor:

Architect:

Engineer:

Examples of Purchaser's Previous Renovation or Development Experience:
 (Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1 Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.		
Role (i.e. owner, partner, general contractor, architect, investor.)		
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)		
Property Type: (i.e. single-family, multi-family rental or commercial.)		
Number of Buildings in Project		
Total Number of Residential Units in Project/Building		
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs		
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)		
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

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

What You Should Attach:

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

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 ☒

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 (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Signature

Date

Print Name

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550

Thomas Home Remodeling

Deen Thomas, Contractor
(347) 272-0389

Price Quote

Submitted on 08/23/2018

Quote for

Natasha Watterson
1306 Dean Street Brooklyn, NY 11216

Project Location

585 South Street
Newburgh NY 12550

Item No.	Location	Description	Quantity	Unit Price	Total Price
1.	1 st Floor - Bathroom	Remodel bathroom (entire)	60 sq ft	\$2,000.00	\$2,000.00
2.	1 st Floor - Kitchen	Remodel kitchen (entire)	300 sq ft	\$3,000.00	\$3,000.00
3.	1 st Floor - Fireplace	Replace chimney flue, repoint stones	1	\$2,000.00	\$2,000.00
4.	1 st Floor - Floors	Sand and polish hardwood floors (all rooms)	4,000 s ft	\$2,000.00	\$2,000.00
5.	1 st Floor - Front Porch	Repoint stone walls	800 sq ft	\$2,500.00	\$2,500.00
6.	1 st Floor - Entrance Steps	Resurface cracked steps		\$2,000.00	\$2,000.00
7.	2 nd Floor - Bathroom	Remodel bathroom (entire)	100 sq ft	\$2,000.00	\$2,000.00
8.	2 nd Floor - Bedrooms	Sand and polish hardwood floors (all rooms)	3,000 s ft	\$1,500.00	\$1,500.00
9.	3 rd Floor - Bathroom	Remodel bathroom (entire)	50 sq ft	\$2,000.00	\$2,000.00
10.	3 rd Floor - Bedrooms	Sand, polish hardwood floors (all rooms)	3,000 s ft	\$1,500.00	\$1,500.00
11.	House Interior	Paint all rooms (sheetrock where necessary)		\$3,000.00	\$3,000.00
12.	House Exterior	Repoint stone walls		\$3,000.00	\$3,000.00
13.	Backyard	Rebuild retainer wall	300 sq ft	\$5,000.00	\$5,000.00
14.	Windows	Replace Windows	11	\$3,000.00	\$3,000.00
15.	HVAC Unit	Replace generator		\$5,000.00	\$5,000.00
16.	Plumbing	Change pipes as needed		\$3,500.00	\$3,500.00
17.	Electrical	Change wires, as needed		\$3,500.00	\$3,500.00

(18) Total Items = \$46,500.00

Note: The price quote is not final!!

Deen Thomas 8/23/18

THE FEDERAL SAVINGS BANK



Epi Almodovar

Senior Vice President
ealmodovar@TheFederalSavingsBank.com
NMLS#490201

560 Broadhollow Rd. Suite 100
Melville, NY 11747
Ph: (917) 642-0085
Fax: (646) 564-9020

8/10/2018

Natasha Watterson
1306 Dean Street , 3rd fl
Brooklyn, NY 11216

Re: Purchase of Residential Property

Thank you for giving The Federal Savings Bank the opportunity to assist you with your home purchase. You can rely on us to help you choose the financing that's right for you. Based upon your application, including the evaluation of a Tri-Merge credit report and all information regarding your income and assets, it is my pleasure to provide you with this pre-approval letter for the loan amount that you qualify for, as detailed below.

Based upon the information I have collected and reviewed, and the current interest rate environment you are pre-approved for:

- Loan Product: FHA 203K 30 year fixed
- Qualifying Rate: 4.625%
- Rate Lock? : Yes, 60 to 90 day (If elected by borrower)
- Loan Amount: \$143,785.00 (96.5% of purchase price)

This evaluation was based upon the following assumptions:

1. The subject property is a one family home and primary residence
2. The purchase price will be \$149,900.00 (includes \$35,000.00 renovation budget)
3. The property taxes will be \$3,000.00
4. FICO score of 700 and debt analysis (Already Verified)
5. Combined Monthly Income of: \$6,000.00

Your formal loan application and supporting documentation have been accepted and reviewed. Once we verify your information, you will receive a written commitment of the loan amount available to you.

Our preapproval makes you a Qualified Buyer in the eyes of others — many real estate agents require or prefer it. That's because it affirms your purchasing power, fine tunes your home search, and gives you priority position with sellers. Plus, as a Qualified Buyer, you gain peace of mind. Knowing your financing is set; you can now focus on preparing for your move and be ready to close on your home sooner.

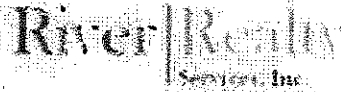
I will be in touch with you within a few days to discuss next steps. Or, feel free to contact me sooner.

Sincerely,



WWW.THEFEDERALSAVINGSBANK.COM





PURCHASE AGREEMENT

Date: 8/22/18

(Buyer) Natasha Watterson propose to purchase 585 South Street owned
by City of Newburgh

Terms of the offer as follows:

Purchase Price: \$39,900
Seller Concession (if applicable): \$3,146.00
Amount due on contract signing: 0
Mortgage Down Payment (LTV 96.5 %): 0
Amount due at closing: \$36,754
Contracts to be signed on or about: 4/30

Closing to be 45 days on or about) or (— on or before): —

Personal Property included in sale: N/A

This sale is contingent upon (X) attorney review of a formal contract, (X) buyer to perform an engineer inspection within (—) days, (—) clear title, and as follows: —

The sale is contingent upon purchaser securing a 203K mortgage commitment in the amount of —

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with William Barham is (are) the recognized broker (s) who effected this "meeting of the minds" and will be paid the brokerage commission of — by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

Natasha Watterson
Purchaser [Signature]

Purchaser —

1306 Dean Street Brooklyn, NY 11216

Purchaser Address 347 1439-0552

Purchaser Phone General George

Purchaser Attorney (718) 485-8200

Purchaser Attorney Phone / E-mail —

Agent Name: William Barham River Realty Services, Inc.
Phone: 845-586-2800 Fax: —

Email: WBarham@RiverRealty.com
William Barham

Seller —

Seller —

Seller Address —

Seller Phone —

Seller Attorney —

Seller Attorney Phone / E-mail —

Listing Agent: — of —

Phone: — Fax: —

Email: —



117 Executive Drive, Suite 100, New Windsor, NY 12553
207 1st Street, Poughkeepsie, NY 12601
www.riverrealty.com



both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by William Barham (print name of licensee) of River Realty Svc. Inc. (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☒ Buyer as a (check relationship below)

☐ Seller's agent

☐ Buyer's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer, and _____ is appointed to represent the seller in this transaction.

(1) (We) Natasha Watterson acknowledge receipt of a copy of this disclosure form: signature of (☒) Buyer(s) and/or (☐) Seller(s):

Buyer: [Signature]

Date: 8/22/18

Date: _____

River Realty

Services, Inc.

PURCHASE AGREEMENT

Date: 8/22/18

(Buyer) Natasha Watterson propose to purchase 585 South Street owned
by City of Newburgh

Terms of the offer as follows:

Purchase Price: \$89,900
Seller Concession (if applicable):
Amount due on contract signing: 96.5 % \$3,146
Mortgage Down Payment (LTV):
Amount due at closing: \$86,754
Contracts to be signed on or about: 9/30

Closing to be 45 days on or about) or (— on or before): —

Personal Property included in sale: N/A

This sale is contingent upon (X) attorney review of a formal contract, (X) buyer to perform an engineer inspection within (—) days, (—) clear title, and as follows: —

The sale is contingent upon purchaser securing a 203K mortgage commitment in the amount of —

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with William Barham is (are) the recognized broker (s) who effected this "meeting of the minds" and will be paid the brokerage commission of — by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

Natasha Watterson
Purchaser: [Signature]

Purchaser: —

1306 Dean Street Brooklyn, NY 11216

Purchaser Address: (347) 439-0552

Purchaser Phone: General George

Purchaser Attorney: (718) 485-1820

Purchaser Attorney Phone / E-mail: —

Agent Name: William Barham River Realty Services, Inc.

Phone: 845-584-2800 Fax: —

Email: WBarham@RiverRealty.com

William Barham

Seller: —

Seller: —

Seller Address: —

Seller Phone: —

Seller Attorney: —

Seller Attorney Phone / E-mail: —

Listing Agent: — of —

Phone: — Fax: —

Email: —



117 Executive Drive, Suite 100, New Windsor, NY 12553
297 Mill Street, Poughkeepsie, NY 12601
www.riverrealty.com | 845-584-2800



RESOLUTION NO.: _____ - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 25 GIDNEY AVENUE (SECTION 11, BLOCK 3, LOT 2.2)
AT PRIVATE SALE TO WILBER B. HIGHLEYMAN FOR THE AMOUNT OF \$30,800.00**

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 25 Gidney Avenue, being more accurately described as Section 11, Block 3, Lot 2.2 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 January 11, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
25 Gidney Avenue	11 - 3 - 2.2	Wilber B. Highleyman	\$30,800.00

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

25 Gidney Avenue, City of Newburgh (SBL: 11-3-2.2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
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 Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

Proposal Form

Contact Information:

Name: WILBUR B. HIGHLEYMAN
Business Name (If Applicable): _____
Address: 429 43RD STREET #3
City, State & Zip: BROOKLYN, NY 11232
Home phone: 917 742 5978
Business Phone: _____
Mobile Phone: 917 742 5978
E-mail: BHIGHLEYMAN@GMAIL.COM
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ___ No X

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ___ N/A X (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ___ No ___ N/A X (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___

☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): _____

Are you current on all municipal obligations (taxes, water charges, etc.)?

Yes ___ No ___ (attach explanation) N/A X (No property owned in City of Newburgh)

☐ Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?

Yes ___ (attach explanation) No ___ N/A X (No property owned in City of Newburgh)

☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No X

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	11 BAYVIEW AVE JAMACIA, NY 11414	95-97 WYCKOFF ST BROOKLYN, NY 11201
Role (i.e. owner, partner, general contractor, architect, investor.)	OWNER, GC ARCHITECT	BORED MEMBER OVERSEE CONSTRUCTION
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	GUT REHAB & SOLAR PANEL	EXISTING BUILDING W/ EXTENSIVE EXTERIOR REPAIR AND WATER PROOFING
Property Type: (i.e. single-family, multi-family rental or commercial.)	SINGLE FAMILY	12 UNIT COOP
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	1	12
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	80,000	400,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	COMPLETED 4/17	COMPLETED 2005
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

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

What You Should Attach:

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

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 ☒ ___

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 (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Signature *William Highleyman* Date 7/26/18

Print Name WILBUR HIGHLEYMAN

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550

PRELIMINARY REPAIR COST ESTIMATE AND SCHEDULE - 25 Gidney Avenue				
EXTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
ROOF - @20 sq./ft	Oct-18			\$12,000.00
GUTTERS/DOWNSPOUTS	Oct-18	\$500.00	\$500.00	\$1,000.00
WINDOWS	Mar-19	\$3,750.00	\$1,500.00	\$5,250.00
DOORS	Nov-18	\$500.00		\$500.00
SIDING/TRIM/EXTERIOR PAINTING	Apr-19	\$1,250.00	\$1,500.00	\$2,750.00
FOUNDATION				\$0.00
STEPS, PORCHES, DECKS				\$0.00
LANDSCAPING				\$0.00
OTHER: 3 kw/hr solar panels system	May-19	\$8,000.00	\$6,000.00	\$14,000.00
EXTERIOR REPAIR SUBTOTAL -		\$14,000.00	\$9,500.00	\$35,500.00
INTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION	Oct-18	\$800.00	\$500.00	\$1,300.00
REMEDIATION - LEAD AND/OR ASBESTOS		\$0.00	\$0.00	\$0.00
HVAC - (2) mini splits at 18,000 btu/hr	May-19	\$4,800.00	\$3,000.00	\$7,800.00
HOT WATER HEATERS - Takagi Jr on demand	Mar-19	\$550.00	Included in plumbing labor	\$550.00
PLUMBING	Nov-18	\$1,200.00	\$4,000.00	\$5,200.00
ELECTRIC	Nov-18	\$1,200.00	\$4,000.00	\$5,200.00
BATH(S)	Feb-19	\$4,000.00	\$1,500.00	\$5,500.00
KITCHEN(S)	Feb-19	\$8,500.00	\$500.00	\$9,000.00
DRYWALL	Dec-18	\$1,200.00	\$500.00	\$1,700.00
INSULATION - R38 CLOSED CELL FOAM (5 1/2 INCHES)	Nov-18	\$2,800.00	diy	\$2,800.00
INSULATION - R14 CLOSED CELL FOAM (2.5 INCHES)	Nov-18	\$2,800.00	diy	\$2,800.00
INTERIOR DOORS	May-19	\$200.00	\$500.00	\$700.00
TRIM/INTERIOR PAINTING	Jun-19	\$500.00	\$500.00	\$1,000.00
FLOORING - REFINISH/REPAIR @ 2.5 SQ. FT	Jun-19	\$0.00	\$0.00	\$2,500.00
OTHER: CELLAR ACCESS	Oct-18	\$200.00		\$200.00
INTERIOR REPAIR SUBTOTAL		\$28,750.00	\$15,000.00	\$46,250.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				\$5,500.00
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		\$4,275.00	\$3,675.00	\$16,350.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY		\$47,025.00	\$28,175.00	\$109,600.00

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 53	Week 54	Week 55	Week 56	Week 57	Week 58	Week 59	Week 60	Week 61	Week 62	Week 63	Week 64	Week 65	Week 66	Week 67	Week 68	Week 69	Week 70	Week 71	Week 72	Week 73	Week 74	Week 75	Week 76	Week 77	Week 78	Week 79	Week 80	Week 81	Week 82	Week 83	Week 84	Week 85	Week 86	Week 87	Week 88	Week 89	Week 90	Week 91	Week 92	Week 93	Week 94	Week 95	Week 96	Week 97	Week 98	Week 99	Week 100	Week 101	Week 102	Week 103	Week 104	Week 105	Week 106	Week 107	Week 108	Week 109	Week 110	Week 111	Week 112	Week 113	Week 114	Week 115	Week 116	Week 117	Week 118	Week 119	Week 120	Week 121	Week 122	Week 123	Week 124	Week 125	Week 126	Week 127	Week 128	Week 129	Week 130	Week 131	Week 132	Week 133	Week 134	Week 135	Week 136	Week 137	Week 138	Week 139	Week 140	Week 141	Week 142	Week 143	Week 144	Week 145	Week 146	Week 147	Week 148	Week 149	Week 150	Week 151	Week 152	Week 153	Week 154	Week 155	Week 156	Week 157	Week 158	Week 159	Week 160	Week 161	Week 162	Week 163	Week 164	Week 165	Week 166	Week 167	Week 168	Week 169	Week 170	Week 171	Week 172	Week 173	Week 174	Week 175	Week 176	Week 177	Week 178	Week 179	Week 180	Week 181	Week 182	Week 183	Week 184	Week 185	Week 186	Week 187	Week 188	Week 189	Week 190	Week 191	Week 192	Week 193	Week 194	Week 195	Week 196	Week 197	Week 198	Week 199	Week 200	Week 201	Week 202	Week 203	Week 204	Week 205	Week 206	Week 207	Week 208	Week 209	Week 210	Week 211	Week 212	Week 213	Week 214	Week 215	Week 216	Week 217	Week 218	Week 219	Week 220	Week 221	Week 222	Week 223	Week 224	Week 225	Week 226	Week 227	Week 228	Week 229	Week 230	Week 231	Week 232	Week 233	Week 234	Week 235	Week 236	Week 237	Week 238	Week 239	Week 240	Week 241	Week 242	Week 243	Week 244	Week 245	Week 246	Week 247	Week 248	Week 249	Week 250	Week 251	Week 252	Week 253	Week 254	Week 255	Week 256	Week 257	Week 258	Week 259	Week 260	Week 261	Week 262	Week 263	Week 264	Week 265	Week 266	Week 267	Week 268	Week 269	Week 270	Week 271	Week 272	Week 273	Week 274	Week 275	Week 276	Week 277	Week 278	Week 279	Week 280	Week 281	Week 282	Week 283	Week 284	Week 285	Week 286	Week 287	Week 288	Week 289	Week 290	Week 291	Week 292	Week 293	Week 294	Week 295	Week 296	Week 297	Week 298	Week 299	Week 300	Week 301	Week 302	Week 303	Week 304	Week 305	Week 306	Week 307	Week 308	Week 309	Week 310	Week 311	Week 312	Week 313	Week 314	Week 315	Week 316	Week 317	Week 318	Week 319	Week 320	Week 321	Week 322	Week 323	Week 324	Week 325	Week 326	Week 327	Week 328	Week 329	Week 330	Week 331	Week 332	Week 333	Week 334	Week 335	Week 336	Week 337	Week 338	Week 339	Week 340	Week 341	Week 342	Week 343	Week 344	Week 345	Week 346	Week 347	Week 348	Week 349	Week 350	Week 351	Week 352	Week 353	Week 354	Week 355	Week 356	Week 357	Week 358	Week 359	Week 360	Week 361	Week 362	Week 363	Week 364	Week 365	Week 366	Week 367	Week 368	Week 369	Week 370	Week 371	Week 372	Week 373	Week 374	Week 375	Week 376	Week 377	Week 378	Week 379	Week 380	Week 381	Week 382	Week 383	Week 384	Week 385	Week 386	Week 387	Week 388	Week 389	Week 390	Week 391	Week 392	Week 393	Week 394	Week 395	Week 396	Week 397	Week 398	Week 399	Week 400	Week 401	Week 402	Week 403	Week 404	Week 405	Week 406	Week 407	Week 408	Week 409	Week 410	Week 411	Week 412	Week 413	Week 414	Week 415	Week 416	Week 417	Week 418	Week 419</
--	--------	--------	--------	--------	--------	--------	--------	--------	--------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	------------

[illegible]

CHASE *for* BUSINESS

Printed from Chase for Business

WILBUR B HIGHLEYMAN

Banking accounts

	Present balance	Available balance
BUSINESS SAVINGS ...0265 >	\$166,997.53	\$166,997.53
TOTAL BUS CHK ...0772 >	\$609.59	\$609.59
Total	\$167,607.12	\$167,607.12

Credit card accounts

	Last statement balance	Current balance
Business card ...2160 >	\$7,664.97	\$12,568.13
	Minimum payment due: \$0.00	
	Due date 7/25/2018	

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

July 26, 2018

Re: Private Owner Development Application
Preliminary time line for 25 Gidney Avenue

Dear Sir/Madam,

Attached is a preliminary time line for the projected renovation for 25 Gidney Avenue.

A little about me for your consideration, I am a NYS licensed architect with 30 years of experience in projects ranging from small residential units to large scale commercial buildings. I also have my 10 hour and 30 hour OSHA cards and certified in the EPA Renovation, Repair and Painting Program. Currently, I am employed with Habitat for Humanity NYC as a Site superintendent within their Construction Preservation Program.

I have been looking and watching Newburgh for a few years but up until now, have not been able gather the necessary resources in which to properly perform on one of these projects. I hope to be able to work closely with Habitat for Humanity Newburgh for appropriate resources and recommendations to successfully complete this proposed project.

I have previously submitted a Bank statement showing that I have at least 165k in savings and a letter from my attorney indicating that I have another 40K on deposit with him (its actually 45K in his IOLA trust account) that was slated for a short sale at 52 Dubois. I do not believe that that purchase is going to work in my favor as there is already a contract out with another buyer that the lending institution has not signed to the best of my knowledge. I also have another 20K sitting in escrow waiting for NYC DOB to sign-off a job. I expect that to be completed within the next month. So in total, I have almost immediate access up to 230K.

While 25 Gidney Avenue is small in comparison to other structures, it does present some interesting design challenges in order to make it work for a small family. I do intend to occupy the building at the end of this process.

The project can be broken down into three phases essentially.

Phase I: (2 months)

This would entail doing immediate filings with the ARC for roof replacement and repair. Once the roof work is completed mold and mildew remediation will commence. Existing base building systems and structure will be evaluated at this time and other immediate repairs will be taken at during this phase.

I would also be taking a serious look at NYS's Historical Property Tax Credit program

Phase II: (13 months)

This would entail the interior design and necessary filings to adjust and finish the interior of the building. Obtaining the required permits and building out the interior of the building as per the approved plans. Necessary rough-in sign offs by building inspectors would also be completed during this phase.

Phase III: (3 months)

Project close out filings and inspections with the required agencies and obtaining a C.O. would be completed during this final phase.

Thank you

Wilbur B Highleyman, RA
429 43rd Street
#3
Brooklyn, NY 11232
917 742 5978

Purchase Proposal Summary

Location: 25 Gidney Avenue (south side between Lander and Chambers Streets)

Tax Map Number: 11-3-2.2

Property Class: 210—One Family Residential

Zoning: RM—Medium Density Residential; CDO—Commercial District Overlay; EEHD—East End Historic District

Description: Detached, 1-family, brick, 2-story home in poor condition; 864 square feet; lot size 42.6' x 50'.

Condition: Poor

Assessed Value: \$ 38,500

Offer Price: \$ 30,800

Annual Taxes: \$ 1,969+/- (combined)

The city acquired this property: April 2017

Offer Information:

Name: Wibur B. Highleyman

Offer Price: **\$ 30,800**

Construction Estimate: \$103,000+/-

Funding Source: Chase accounts (proof of funds provided).

Comments: Mr. Highleyman is a NYS licensed architect with 30 years experience in the construction field. He currently works for Habitat For Humanity NYC as their Site Superintendent.

He wants to take on this small, long-neglected brick house on Gidney Avenue. The building suffers from severe water damage related to several roof leaks. The water damage is compromising the building's interior structural integrity. Unless these issues are addressed soon, the building will face demolition. The interior needs a complete renovation: kitchen, bath, floors, electric, heating, etc. The purchaser has put together a thoughtful cost estimate and timeline to repair the building. Mr. Highleyman plans to make this building his home, possibly in the beginning on a part-time basis. .





Interior Photos



RESOLUTION NO.: _____ - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 45 CONCORD STREET (SECTION 29, BLOCK 1, LOT 12),
49 CONCORD STREET (SECTION 29, BLOCK 1, LOT 10) AND
82 CARSON AVENUE (SECTION 45, BLOCK 12, LOT 17)
AT PRIVATE SALE TO EULOGIO AND FELDERI SANTIAGO
FOR THE TOTAL AMOUNT OF \$19,000.00**

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 45 Concord Street, 49 Concord Street, and 82 Carson Avenue, being more accurately described as Section 29, Block 1, Lot 12, Section 29, Block 1, Lot 10 and Section 45, Block 12, Lot 17, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties 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 January 11, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchase Price</u>
45 Concord Street	29 - 1 - 12	\$15,000.00
49 Concord Street	29 - 1 - 10	\$3,000.00
82 Carson Avenue	45 - 12 - 17	\$1,000.00

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

Terms and Conditions Sale

45 Concord Street, City of Newburgh (SBL: 29-1-12)
49 Concord Street, City of Newburgh (SBL: 29-1-10)
82 Carson Avenue, City of Newburgh (SBL: 45-12-17)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2018-2019, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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 by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
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 Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Notice is given that the property known as **82 Carson Avenue** lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provisions of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

Proposal Form

Contact Information:

Name: Eulogio Santiago and Felderi Santiago
Business Name (If Applicable): E-Sky Group LLC
Address: 26 Alder Street
City, State & Zip: Yonkers, NY 10701
Home phone: _____
Business Phone: 914-295-2626
Mobile Phone: 914-439-4956
E-mail: info@eskygroup.com
Federal I.D. No. (If Available): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership or officer in a corporation - any properties in the City of Newburgh? Yes ☒ No ☐

If you own property or properties in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry?
Yes ☐ (attach explanation) No ☒ N/A ☐ (No property owned in the City of Newburgh)

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):

5 Bush Avenue, 28 Hasbrouck Street, 42 Hasbrouck Street and 53 Hasbrouck Street

Are you current on all municipal obligations (taxes, water charges, etc.)?

Yes ☒ No ☐ (attach explanation) N/A ☐ (No property owned in City of Newburgh)
Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?

Yes ☐ (attach explanation) No ☒ N/A ☐ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ☐ (attach explanation) No ☒

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 45 Concord

S-B-L#: _____

Type of Project:

☒ Single Family (includes a condominium unit)

_____ Multi-Family (# of Units _____)

_____ Mixed Use (Commercial & Residential - # of Residential Units _____)

For the property types listed above, will it be occupied by the purchaser: Yes _____ No ☒

_____ Commercial _____ Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 15,000

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No _____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 119,125.00

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 of Newburgh licensed electricians and plumbers.

General Contractor: E-Sky Construction Group LLC

Architect: Jonathan Cella

Engineer: _____

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 49 Concord

S-B-L#: _____

Type of Project:

☒ Single Family (includes a condominium unit)

_____ Multi-Family (# of Units _____)

_____ Mixed Use (Commercial & Residential - # of Residential Units _____)

For the property types listed above, will it be occupied by the purchaser: Yes _____ No ☒

_____ Commercial _____ Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$3000 _____

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No _____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **\$ 119,125.00** _____

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 of Newburgh licensed electricians and plumbers.

General Contractor: E-Sky Construction Group LLC

Architect: Jonathan Cella

Engineer: _____

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 82 Carson

S-B-L#: _____

Type of Project:

☐ Single Family (includes a condominium unit)

☒ Multi-Family (# of Units 2)

☐ Mixed Use (Commercial & Residential - # of Residential Units)

For the property types listed above, will it be occupied by the purchaser: Yes No ☒

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 1000

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 157,305.00

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 of Newburgh licensed electricians and plumbers.

General Contractor: E-Sky Construction Group LLC

Architect: Jonathan Cella

Engineer: _____

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	28 Hasbrouck Street Newburgh, NY 12550	42 Hasbrouck Street Newburgh, NY 12550
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner	Owner
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	Multi-family	Multi-family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	2	2
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	\$160,000	\$160,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Fully Occupied and Rented Completion Date: 9/2018	Renovation Completed. Fully Occupied and Rented Completion Date: 9/2018
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	5 Bush Avenue Newburgh, NY 12550	99 Waverly Street Yonkers, NY 10701
Role (i.e. owner, partner, general contractor, architect, investor.)	Investor/Contractor	Investor/Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	4-unit mixed use	Single Family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	2	1
If commercial, total square footage of project	1200 sq ft	N/A
Total Estimated Development/Rehabilitation Costs	\$50,000	\$120,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Commercial unit 1 occupied. Rental units being shown now, expected rental by 12/1/2017 Completion Date: 10/2017	Renovation Completed. Fully Occupied and Rented Completion Date: 5/2010
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	53 Hasbrouck Street Newburgh, NY 12550	26 Linden Street Yonkers, NY 10701
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner	Investor/Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	2-family	3-unit multi-family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	2	3
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	\$180,000	\$160,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Fully Occupied and Rented Completion Date: 9/2018	Renovation Completed. Fully Occupied and Rented Completion Date: 9/2014
Government Program , if any (Provide name of program and agency, name and current phone of reference.)	None	None

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	97 Hawthorne Avenue Yonkers, NY 10701	116 Waverly Street Yonkers, NY 10701
Role (i.e. owner, partner, general contractor, architect, investor.)	Investor/Contractor	Investor/Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	3-unit multi-family	3-unit multi-family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	3	3
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	\$100,000	\$160,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Fully Occupied and Rented Completion Date: 01/2014	Renovation Completed. Fully Occupied and Rented Completion Date: 8/2013
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	174 Oak Street Yonkers, NY 10701	76 Orchard Street Yonkers, NY 10701
Role (i.e. owner, partner, general contractor, architect, investor.)	Investor/Contractor	Investor/Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	4-unit multi-family	Single Family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	4	1
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	\$65,000	\$75,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Fully Occupied and Rented Completion Date: 02/2015	Renovation Completed. Fully Occupied and Rented Completion Date: 8/2014
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	32 Orchard Street Yonkers, NY 10701	99 Waverly Street Yonkers, NY 10701
Role (i.e. owner, partner, general contractor, architect, investor.)	Investor/Contractor	Investor/Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	4-unit multi-family	Single Family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	4	1
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	\$220,000	\$120,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Fully Occupied and Rented Completion Date: 6/2010	Renovation Completed. Fully Occupied and Rented Completion Date: 5/2010
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

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

What You Should Attach:

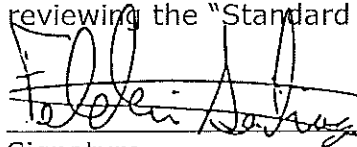
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

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 ☒

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 (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".



Signature

03/11/2018

Date

Felderi Santiago

Social Security #



Date of Birth:

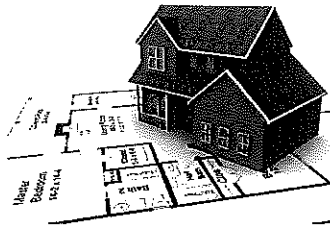


Print Name

Submit Application to:

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

Who is E-Sky Group?



E-Sky Group (ESG) is a Yonkers NY based real estate company founded by Eulogio Santiago and Felderi Santiago offering Real Estate brokerage, construction and investment services. ESG was founded with the goal of investing, managing, and developing residential/commercial real estate properties to provide quality housing to citizens.

Felderi Santiago is a Technical Director for Centrifry Corporation, a security software company based in Silicon Valley. In his function, Felderi manages 11 resources throughout the US and Latin America and is responsible for all Technical sales. Felderi has been with Centrifry for 11 years and as employee #40 has helped the company grow to 800 employees and \$100M in revenue. Felderi has a Masters of Engineering degree in Computer Engineering from the University of Michigan and a Dual Bachelors of Science in Electrical and Computer & Systems Engineering from Rensselaer Polytechnic Institute. After finishing his Bachelors, Felderi accepted an offer from Ford Motor Company to join their Leadership Development program. During his four years with Ford, Felderi rotated to different groups within Ford and gained many different perspectives and experiences. After graduating from the Leadership Development program, Felderi chose to take a position as a Security Architect with Ford's Security and Architecture group where he was responsible for addressing security gaps in Ford's identity and access management model. After leaving Ford, Felderi accepted a position with Centrifry Corporation. Felderi's customer service, sales and analytical background make him a valuable addition to the team.

Eulogio Santiago is a General Contractor and Real Estate Broker who specializes in 203k projects and has managed extensive renovations on over 40 properties. Eulogio has a Masters degree in Linguistics from York University in England. Before his venture into Real Estate, Eulogio founded UTECI, the first university in Cibao valley of the Dominican Republic, was the Executive Director of Extensions Center for Mercy College and has taught ESL at various prestigious institutions. Eulogio also has the entrepreneurial spirit and launched two businesses, Ridge Supermarket and Neat Cleaners. Eulogio has also run for local office in Yonkers, NY twice. Eulogio's experience with people, administration and entrepreneurial experiences provide this business venture with an incredible amount of experience and value.

ESG is very passionate about Real Estate. The philosophy is to provide quality and affordable housing options to the community. ESG's model has been very successful in Yonkers, NY where 12 properties with over 31 apartments have been redeveloped. ESG is expanding to Newburgh where it sees a tremendous need for quality housing options for the community.



Centrify Corporation 401(k) Plan

FELDERI SANTIAGO
191 PALISADE AVENUE
APT 1
YONKERS, NY 10703-

Your Account Summary

Statement Period: 08/01/2018 to 08/31/2018

Beginning Balance	\$399,716.63
Loan Repayments	\$34,563.44
Change in Market Value	\$19,760.00
Ending Balance	\$454,040.07
Additional Information	
Vested Balance	\$454,040.07

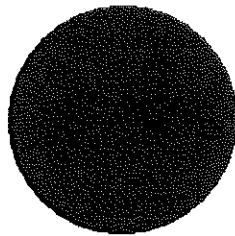
Your Personal Rate of Return

This Period 4.7%

Your Personal Rate of Return is calculated with a time-weighted formula, widely used by financial analysts to calculate investment earnings. It reflects the results of your investment selections as well as any activity in the plan account(s) shown. There are other Personal Rate of Return formulas used that may yield different results. Remember that past performance is no guarantee of future results.

Your Asset Allocation

Statement Period: 08/01/2018 to 08/31/2018



■ 100.00% Stock: \$454,040.07

Your account is allocated among the asset classes specified above as of 08/31/2018. Percentages and totals may not be exact due to rounding.

Market Value of Your Account

Statement Period: 08/01/2018 to 08/31/2018

Displayed in this section is the value of your account for the statement period, in both shares and dollars.

Investment	Shares as of 07/31/2018	Shares as of 08/31/2018	Price as of 07/31/2018	Price as of 08/31/2018	Market Value as of 07/31/2018	Market Value as of 08/31/2018
Stock					\$399,716.63	\$454,040.07
Large Cap						
FID Contrafund KB	31,573.194	34,267.175	\$12.66	\$13.25	\$399,716.63	\$454,040.07
Account Totals					\$399,716.63	\$454,040.07

Remember that a dividend payment to fund shareholders reduces the share price of the fund, so a decrease in the share price for the statement period does not necessarily reflect lower fund performance.

Please refer to NetBenefits and other Plan information, such as your SPD, for a description of your right to direct investments under the Plan. For information on any plan restrictions on those rights, please contact your benefits office.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another

TOMPKINS

Mahopac Bank

September 4, 2018

Felderi Santiago
26 Alder Street
Yonkers, NY 10701

To whom it may concern;

This letter is to inform you of Mr. Santiago's available balances with our bank. Mr. Santiago currently has balances of more than \$255,000 available in his accounts. Please feel free to contact me should you have any questions. I can be reached directly at 914-966-9800 extension 31320.

Sincerely,



Franklin Vasquez
Branch Manager
fvasquez@tomppkinsfinancial.com

E-Sky Group LLC
26 Alder Street
Yonkers, NY 10701



Date 9/10/18

Property: 45 Concord Newburgh, NY

<u>Division</u>	<u>Total</u>	Actual
General Conditions	Estimate	
Remove and dispose of all damaged drywall, floors and debris	\$ 3,500.00	
Architect Fees and Permits	\$ 3,500.00	
	Subtotal	\$ 7,000.00
Bathroom (s)		
Replace 3 piece bathroom (vanity, tub and toilet)	\$ 1,200.00	
Install ceramic tile throughout bathroom	\$ 3,000.00	
Install fixtures	\$ 350.00	
	Subtotal	\$ 4,550.00
Electrical		
Install new electrical service, run new electrical throughout home	\$ 10,500.00	
Install new lighting fixtures	\$ 1,500.00	
	Subtotal	\$ 12,000.00
Interior		
Install new drywall,plaster and paint	\$ 13,000.00	
Frame interior of home	\$ 12,000.00	
Install new floors throughout home	\$ 4,800.00	
Install new doors	\$ 2,600.00	
Install new windows	\$ 6,300.00	
	Subtotal	\$ 38,700.00
Plumbing		
Install new heating system	\$ 15,000.00	
Run hot and cold water lines to all terminals	\$ 1,250.00	
	Subtotal	\$ 16,250.00
Kitchens		
Install new kitchen cabinets	\$ 5,500.00	
Install new appliances	\$ 1,250.00	
	Subtotal	\$ 6,750.00
Exterior		
Restore the exterior of the home	\$ 3,500.00	
Siding	\$ 8,000.00	
Roof	\$ 7,000.00	
Landscape	\$ 750.00	
	Subtotal	\$ 19,250.00
	Contingency 15%	\$ 14,625.00
Comments:	TOTAL	\$ 119,125.00

E-Sky Group LLC
26 Alder Street
Yonkers, NY 10701



Date 9/10/18

Property: 49 Concord Newburgh, NY

<u>Division</u>	<u>Total</u>	
General Conditions	Estimate	Actual
Remove and dispose of all damaged drywall, floors and debris	\$ 3,500.00	
Architect Fees and Permits	\$ 3,500.00	
	Subtotal	\$ 7,000.00
Bathroom (s)		
Replace 3 piece bathroom (vanity, tub and toilet)	\$ 1,200.00	
Install ceramic tile throughout bathroom	\$ 3,000.00	
Install fixtures	\$ 350.00	
	Subtotal	\$ 4,550.00
Electrical		
Install new electrical service, run new electrical throughout home	\$ 10,500.00	
Install new lighting fixtures	\$ 1,500.00	
	Subtotal	\$ 12,000.00
Interior		
Install new drywall,plaster and paint	\$ 13,000.00	
Frame interior of home	\$ 12,000.00	
Install new floors throughout home	\$ 4,800.00	
Install new doors	\$ 2,600.00	
Install new windows	\$ 6,300.00	
	Subtotal	\$ 38,700.00
Plumbing		
Install new heating system	\$ 15,000.00	
Run hot and cold water lines to all terminals	\$ 1,250.00	
	Subtotal	\$ 16,250.00
Kitchens		
Install new kitchen cabinets	\$ 5,500.00	
Install new appliances	\$ 1,250.00	
	Subtotal	\$ 6,750.00
Exterior		
Restore the exterior of the home	\$ 3,500.00	
Siding	\$ 8,000.00	
Roof	\$ 7,000.00	
Landscape	\$ 750.00	
	Subtotal	\$ 19,250.00
	Contingecy	15% \$ 14,625.00
Comments:	TOTAL	<u>\$ 119,125.00</u>

E-Sky Group LLC
26 Alder Street
Yonkers, NY 10701



Date 9/10/18

Property: 82 Carson Newburgh, NY

<u>Division</u>	<u>Total</u>	Actual
General Conditions	Estimate	
Remove and dispose of all damaged drywall, floors and debris	\$ 3,500.00	
Architect Fees and Permits	\$ 3,500.00	
	Subtotal	\$ 7,000.00
Bathroom (s)		
Replace 3 piece bathroom (vanity, tub and toilet)	\$ 2,400.00	
Install ceramic tile throughout bathroom	\$ 6,000.00	
Install fixtures	\$ 700.00	
	Subtotal	\$ 9,100.00
Electrical		
Install new electrical service, run new electrical throughout home	\$ 13,500.00	
Install new lighting fixtures	\$ 1,500.00	
	Subtotal	\$ 15,000.00
Interior		
Install new drywall,plaster and paint	\$ 13,000.00	
Frame interior of home	\$ 12,000.00	
Install new floors throughout home	\$ 9,600.00	
Install new doors	\$ 4,000.00	
install new windows	\$ 10,500.00	
	Subtotal	\$ 49,100.00
Plumbing		
Install new heating system	\$ 27,500.00	
Run hot and cold water lines to all terminals	\$ 2,500.00	
	Subtotal	\$ 30,000.00
Kitchens		
Install new kitchen cabinets	\$ 5,500.00	
Install new appliances	\$ 1,250.00	
	Subtotal	\$ 6,750.00
Exterior		
Restore the exterior of the home	\$ 3,500.00	
Siding	\$ 8,000.00	
Roof & gutters	\$ 8,500.00	
Landscape	\$ 750.00	
	Subtotal	\$ 20,750.00
	Contingecy 15%	\$ 19,605.00
Comments:	TOTAL	\$ 157,305.00

Property Proposal Summary

Location: 82 Carson Avenue (between Monument & South Lander Streets)

Tax Map Number: 45-12-17

Property Class: 210 – 1-Family Residence

Zoning: RM— Residential Medium Density; EEHD—East End Historic District

Description: 2-story, detached building. Year built: 1899+/-; 1240sf; lot size—25 x 100.

Condition: Poor

Assessed Value: \$ 11,900

Estimated Annual Taxes: \$ 607 +/-

Selling Price: \$ 1,190

The city acquired this property: March 2013

Offer Information:

Name: Eulogio & Felder Santiago (E-Sky Group LLC)

Offer Price: \$ 1,000

Construction Estimate: \$157,305 +/-

Proof of Financing: Fidelity & Tompkins Bank accounts

Comments: Eulogio and Felder Santiago, a father and son team, have successfully rehabilitated three formerly City-owned buildings along Hasbrouck Street; they completed their renovation work in a timely manner. The Hasbrouck Street buildings were all in poor condition, and had been abandoned for several years. They needed to be completely rehabilitated. The Santiagos have proven their ability to tackle tough buildings and turn them into quality housing. They now wish to take on three other City-owned buildings. One of those is 82 Carson Avenue: a burnt-out, abandoned building that is an eyesore in the neighborhood. If not renovated soon, the building will face certain demolition. The Santiagos plan to rehabilitate the building, and convert it into a two-family residence.





Rear of Building



Interior Photos



Property Proposal Summary

Location:	45 Concord Street (between Van Ness & First Streets)
Tax Map Number:	29-1-12
Property Class:	210 – 1-Family Residence
Zoning:	RL— Residential Low Density
Description:	2-story,detached building. Year built: 1930+/-; 918sf; lot size—19 x 152.
Condition:	Fair
Assessed Value:	\$ 43,600
Estimated Annual Taxes:	\$ 2,224 +/-
Selling Price:	\$ 30,520

The city acquired this property: April 2017

Offer Information:

Name:	Eulogio & Felder Santiago (E-Sky Group LLC)
Offer Price:	\$ 15,000
Construction Estimate:	\$119,125 +/-
Proof of Financing:	Fidelity & Tompkins Bank accounts

Comments: Eulogio and Felder Santiago, a father and son team, have successfully rehabilitated three formerly City-owned buildings along Hasbrouck Street; they completed their renovation work in a timely manner. The Hasbrouck Street buildings were all in poor condition, and had been abandoned for several years.

They needed to be completely rehabilitated. The Santiagos have proven their ability to tackle tough buildings and turn them into quality housing.

They now wish to take on three other City-owned buildings. One of those is 45 Concord Street: an abandoned building that has been neglected for several years. It has also proven difficult to secure and keep secured. The Santiagos plan to rehabilitate the building, and possibly sell it to an owner-occupant.





Rear of Building



Interior Photos



Property Proposal Summary

Location: 49 Concord Street (between Van Ness & First Streets)
Tax Map Number: 29-1-10
Property Class: 210 – 1-Family Residence
Zoning: RL— Residential Low Density
Description: 2-story, detached building. Year built: 1900+/-; 1100sf; lot size—25 x 79.
Condition: Poor
Assessed Value: \$ 19,800
Estimated Annual Taxes: \$ 1,010 +/-
Selling Price: \$ 3,960
The city acquired this property: October 2013

Offer Information:

Name: Eulogio & Felder Santiago (E-Sky Group LLC)
Offer Price: \$ 3,000
Construction Estimate: \$119,125 +/-
Proof of Financing: Fidelity & Tompkins Bank accounts

Comments: Eulogio and Felder Santiago, a father and son team, have successfully rehabilitated three formerly City-owned buildings along Hasbrouck Street; they completed their renovation work in a timely manner. The Hasbrouck Street buildings were all in poor condition, and had been abandoned for several years. They needed to be completely rehabilitated. The Santiagos have proven their ability to tackle tough buildings and turn them into quality housing.

Now they wish to take on three other City-owned buildings. One of those is 49 Concord Street: an abandoned building that has been severely water damaged. not renovated soon, the building will face certain demolition. The Santiagos plan to rehabilitate the building, and possibly sell it to an owner-occupant.



If



Rear of Building



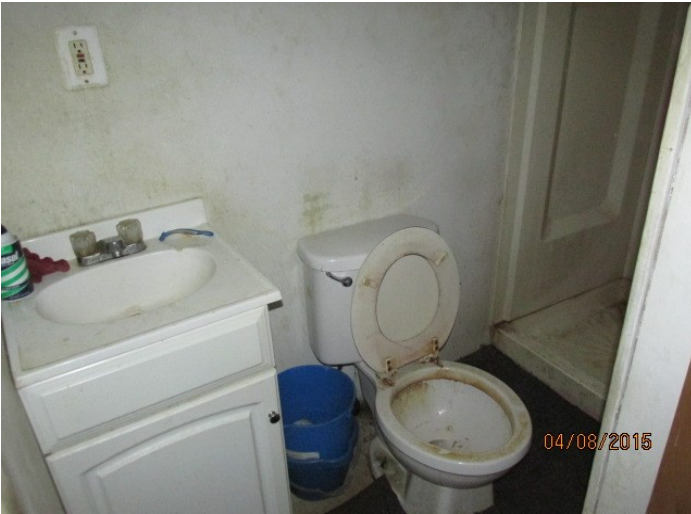
Interior Photos



53 Hasbrouck Street Before & After



Before



53 Hasbrouck Street Before & After



After



RESOLUTION NO.: _____ - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
SATISFACTIONS OF JUDGMENTS IN CONNECTION WITH THE SALE OF THE
PREMISES LOCATED AT 260 FIRST STREET (SECTION 22, BLOCK 5, LOT 33)
TO DAVID FORBES**

WHEREAS, on May 14, 2018, the City of Newburgh authorized the sale of the premises known as 260 First Street (Section 22, Block 5, Lot 33) to David Forbes; and

WHEREAS, in connection with that sale, a title report revealed two (2) outstanding Judgments against J & E Evans Corp., a prior owner of 260 First Street, both rendered by the City Court of the City of Newburgh, Index Nos. HC-2013-73 and HC-2013-74, both dated July 24, 2013, in favor of the City of Newburgh each in the amount of \$500.00, which Judgments were docketed on July 26, 2013 and the Transcripts of Judgment were filed in the Office of the Orange County Clerk on September 24, 2013 in Liber 8137, Pages 1702-1703; and

WHEREAS, Mr. Forbes, by his attorney, has requested a Satisfaction of the aforementioned Judgments in order to clear title; 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 attached Satisfactions of Judgment.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

-----X
THE PEOPLE OF THE STATE OF NEW YORK,

SATISFACTION OF JUDGMENT

Docket No.: HC-2013-73

-against-

J & E Evans Corp.

Defendant.

-----X

WHEREAS, a Judgment was rendered on the July 24, 2013, recovered by the CITY OF NEWBURGH (for the People of the State of New York), against the defendant, J & E Evans Corp., in the above-entitled action for the sum of FIVE HUNDRED and 00/100 dollars (\$500.00), which Judgment was docketed on July 26, 2013, and duly docketed and entered in the judgment book in the office of the Clerk of the County of Orange on September 24, 2013 in Liber 8137, Page 1702; and

NOW, Satisfaction of said Judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: _____, 2018
Newburgh, New York

City of Newburgh

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2018

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

-----X
THE PEOPLE OF THE STATE OF NEW YORK,

SATISFACTION OF JUDGMENT
Docket No.: HC-2013-74

-against-

J & E Evans Corp.

Defendant.

-----X

WHEREAS, a Judgment was rendered on the July 24, 2013, recovered by the CITY OF NEWBURGH (for the People of the State of New York), against the defendant, J & E Evans Corp., in the above-entitled action for the sum of FIVE HUNDRED and 00/100 dollars (\$500.00), which Judgment was docketed on July 26, 2013, and duly docketed and entered in the judgment book in the office of the Clerk of the County of Orange on September 24, 2013 in Liber 8137, Page 1703; and

NOW, Satisfaction of said Judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: _____, 2018
Newburgh, New York

City of Newburgh

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2018

RESOLUTION NO.: _____-2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
CITY OF NEWBURGH'S BACK TO SCHOOL PARTY IN THE PARK EVENT**

WHEREAS, the City of Newburgh held a Back to School Event; and

WHEREAS, various businesses, firms and individuals have made contributions of money and in-kind assistance to support this event; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh and its residents to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's Back to School Party in the Park Event.

RESOLUTION NO.: 150 -2017

OF

JUNE 12, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
CITY OF NEWBURGH'S BACK TO SCHOOL PARTY IN THE PARK EVENT**

WHEREAS, the City of Newburgh will be holding a Back to School Event on August 27, 2017; and

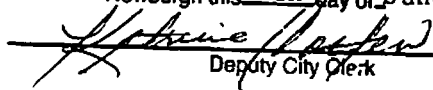
WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support this event; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh and its residents to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's Back to School Party in the Park Event.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 6/12/17
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 13th day of June, 2017


Deputy City Clerk

The City of Newburgh

Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Councilman Anthony Grice
Councilman Jonathan Jacobson
Councilwoman Karen Mejia
Councilwoman Ramona Monteverde
Councilwoman Hillary Rayford
Councilwoman Patricia Sofokles
Mayor Torrance Harvey

FROM: Michelle Kelson, Corporation Counsel

RE: Draft amendment to 2018 Council Rules and Order of Procedure
Limit on work session agenda items
Public comment sign-in

CC: Michael G. Ciaravino, City Manager

DATE: September 26, 2018

By Resolution No. 25-2018 of January 22, 2018, the City Council adopted the 2018 Council Rules and Order of Procedure as amended. Following the August 2018 Council meetings, Councilwoman Rayford proposed limiting the number of items on the work session agenda. At the September 6, 2018 work session, proposed amendments to the 2018 Council Rules and Order of Procedure were introduced to implement the proposal. During the September 6, 2018, work session, Mayor Harvey proposed changes to the rules addressing the public comment period to include speaker sign-in and limiting the duration of the public comment period.

Attached for your consideration and review, is a blacklined proposal to incorporate the proposed changes in numerical order as follows:

1. Rule III(D): Proposed amendment precludes adding resolutions, ordinances, and local law to the Regular Meeting agenda if the addition will increase the number of items above the work session limit. This is intended to keep the number of regular meeting agenda items consistent with the number of work session agenda items.

2. Rule VII: Proposed amendment re-institutes the requirement that individuals who wish to speak during public comment sign in with the Clerk in advance of the public comment period. Proposed amendment would provide the Council with the ability to limit the total time for the public comment period before the public comment period begins.
3. Rule IX: Proposed amendment re-institutes the requirement that individuals who wish to speak during the hearing sign in with the Clerk in advance of the public hearing. It is not recommended that the Council limit the duration of the total time for a public hearing because that would be inconsistent with the purpose of conducting a public hearing and may impair the adoption of the underlying resolution, ordinance or local law.
4. Rule X: Proposed amendment provides for a maximum of 20 work session agenda items, including presentations and limits presentations to 15 minutes. The 20 item limit was the consensus of the Council at the September 6, 2018 work session. The proposed amendment includes a priority for items that have a deadline by which Council action is needed in order for those items to be included in the work session agenda before other matters as opposed to a purely first-come, first-served basis for determining the items to be included in the agenda. The amendment also proposes excluding executive session items from the maximum number of work session agenda items because those items tend to be important matters where Council consideration and action cannot often be delayed to the next work session.

The proposed amendments are recommendations and the Council is free to accept, reject or modify as it sees fit.



MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachments

**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 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. Further comments from the Council shall be limited to 3 minutes for each Council Member.
- 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. No resolution, ordinance or local law may be introduced at a meeting if it will result in exceeding the maximum number of work session items set forth in Rule X. Notwithstanding the foregoing, by majority vote, an emergency item concerning the public health, safety or welfare 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, 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 period 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 shall sign-in with Clerk in writing prior to the beginning of the public comment period by providing their name, street name without number, and organization, if any. Individuals arriving after the commencement of the public comment period shall be permitted to register upon arrival as long as the Chairperson has not closed the public comment period.

- ~~1.2.~~ The Presiding Officer shall recognize each speaker in the order listed on the sign-in sheet when the public comment period begins. ~~Speakers must be recognized by the presiding officer.~~
- ~~2.3.~~ Speakers must step to the front of the room.
- ~~3.4.~~ Speakers must give their name, street name without number and organization, if any.
- ~~4.5.~~ Speakers must limit their remarks to 3 minutes. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 3 minutes has expired.
- ~~5.6.~~ Speakers may not yield any remaining time they may have to another speaker.
- ~~6.7.~~ 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.
- ~~7.8.~~ All remarks shall be addressed to the Council as a body and not to any specific member or to staff. All speakers addressing the City Council at a public meeting shall speak from the public microphone with employees and agents of the City having the option to speak from the head table using a microphone. In no circumstances shall any speaker sit in front of the head table with his or her back to the public.
- ~~8.9.~~ 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, 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.
- ~~9.10.~~ 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.

C.D. Before the public comment period begins, the Council may limit the duration of the public comment period.

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 sign-in with the Clerk in writing prior to the beginning of the hearing by providing their name, street name without number, 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 listed on the sign-in sheet, when the hearing is commenced. Speakers shall identify themselves, their street name 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.
- (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. Work Session items requiring the preparation of a resolution, ordinance or local law shall be submitted to the City Manager's office no later than close of business on Wednesday in the week before the work session. Discussion items for work sessions shall be submitted to the City Manager's office no later than noon on the Friday immediately preceding the work session. The number of work session items and presentations shall be limited to 20. Presentations shall be limited to 15 minutes. Priority shall be given to those items which require the action of the City Council before the next regularly scheduled work session. Items considered in Executive Session shall be excluded from the maximum number of work session items.

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)

February 22, 2016

April 24, 2017 (Rule VII(B) amended)

January 22, 2018 (Rule II, Rule VII(B), Rule IX amended)

September 10, 2018 (Rule III(D), Rule VII, Rule IX and Rule X amended)

LOCAL LAW NO.: _____ - 2018

OF

OCTOBER 9, 2018

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED “RESIDENCY REQUIREMENTS” OF THE CODE OF THE CITY OF NEWBURGH

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C3.12 entitled ‘Residency Requirements’ of the Code of the City of Newburgh”.

SECTION 2 - AMENDMENT

City Charter Section C3.12 entitled “Residency Requirements” is hereby amended as follows:

- A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.
- B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~. This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER – includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City

~~Strikethrough~~ denote deletions

Underlining denotes additions

Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after the effective date of this local law ~~on or after January 13, 2015~~ and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~.

RESIDENCY - a person's usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh after the effective date of this local law ~~on or after January 13, 2015~~ shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration
Driver's license
Motor vehicle registration
Utility bills and receipts
Deed

~~Strikethrough~~ denote deletions

Underlining denotes additions

Tax bills and receipts
Contract for sale
Lease or rental agreement
Landlord's affidavit
Insurance policies
Visual verification

F. Waiver. In the event that the provisions of Subsection D of this Section will prevent the City from filling the officer positions, one sixty (60) day extension may be granted as follows:

1. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;
2. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and
3. By the City Court for the City Marshal and Acting City Marshal.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City or who is an employee of the City as of the effective date of this local law ~~January 12, 2015~~ and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.
2. Nothing herein shall change the residency requirement for any elected City official.
3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on October 15, 2018 after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

~~Strikethrough~~ denote deletions
Underlining denotes additions

Case for HV National Adult Baseball Association vs a Minor League Team

	Minor League	HVNABA
Start-up Costs	Previous teams have spent upwards of \$150,000 in order to get the stadium up to the standards of their respective league. Annual maintenance and upkeep will vary.	In order to prepare the stadium for the HVNABA it would cost between \$25-30K . This would include rebuilding the pitchers mound and batter's box and replacing the infield with higher quality material. Yearly maintenance and upkeep will be \$4-5K.
Locker Rooms	Minor League teams will need to have use of the locker room currently occupied by the Hook Elite Boxing Club.	Locker room not needed.
Game Length	Minor League games are an all day event to include, conditioning, batting practice, walk-throughs, etc. This would restrict us from being able to schedule others games, with other organizations on Game Day.	2 hours or less. This gives us the opportunity to accommodate other organization's use of the stadium.
Frequency	Depending upon the schedule, the team can be on the road for a number of games.	We would be guaranteed 4-6 games per week
League Credibility	Minor league teams and organizations start-up and fold on a regular basis. The last two leagues to play in the stadium are no longer in existence.	Has sustained growth over the past 10 years. Growing from 10 to 50 teams.
Local Support	Minor league teams have a hard time gaining local support because the players are not from the area.	The HVNABA have teams from Orange and other adjacent counties, to include a team from Newburgh. This will peak the interest and potentially draw a larger following.
Ground Crew	A dedicated ground crew of 5-7 members would be needed. Most minor league organizations require that the field is dragged prior to the game, after every three innings and after the game. Bases are also required to be changed after every three innings. Additionally during raining days, the grounds crew must be on site to attempt to make the field playable. Minor League cancellations are not regular occurrences.	Our current recreation department staff are fully capable of meeting the requirements for HVNABA games.
Press Box	Significant upgrades to the press box would be required, to include set-up for television broadcasts and wifi for live streaming and statistical updates.	Not needed by the HVNABA
History of Payment	Not good	Very good. HVNABA will pay an estimated \$8,000 to \$10,000 to the City in rental fees..
Concessions	Team keeps the concession as part of the agreement.	City can operate concession stand.

Additional Information:

1. The stadium is currently budgeted \$25,500 annually for upkeep. This would have to be increased by approximately \$15,000 in order to make the required upgrades and sustain it throughout the season.
2. The HVNABA currently plays select games at Delano-Hitch and can begin playing their entire season there in the Spring of 2019. Recruiting a minor league team to the area could take years, depending upon the contracts that they have with their current stadiums.