



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

Council Meeting Presentations

1. Executive Session

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

Proposed, pending or current litigation.

La historia médica, financiera, crediticia o laboral de una persona o corporación en particular, o asuntos que conduzcan al nombramiento, empleo, promoción, descenso de categoría, disciplina, suspensión, despido o retiro de una persona o corporación en particular.

Litigios propuestos, pendientes o actuales.

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

El Dr. Padilla, Superintendente del Distrito Escolar de Newburgh hará una presentación sobre el presupuesto del Distrito Escolar.

3. The City Comptroller Katie Mack will present the Monthly Finance Report - March 2018

La Contralora de la Ciudad, Katie Mack presentara el Reporte Financiero Mensual – marzo de 2018

Work Session Presentations

4. Master Plan Presentation by BFJ Planning and Deirdre Glenn
(Councilwoman Rayford)

Presentación del Plan Maestro por “BFJ Planning” y Deirdre Glenn

Engineering/Ingeniería

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

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con M.G. McLaren, P.C. para servicios profesionales de ingeniería relacionados con la reconstrucción de las escaleras exteriores de la salida del Edificio de Seguridad Pública a un costo de \$14,875.00 (Jason Morris)

Finance/Finanza

6. SAFER - Grant Update
(Kathryn Mack City Comptroller)

Actualización sobre la subvención SAFER (Kathryn Mack, Contralora de la Ciudad)

Planning and Economic Development/Planificación y Desarrollo Económico

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

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 48 de la Avenida Larter (Sección 26, Bloque 2, Lote 18) en una venta privada a Vickiana DeMora por la cantidad de \$40,000.00 (Deirdre Glenn)

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

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 47 de la Calle Lander (Sección 30, Bloque 4, Lote 1) en una venta privada a Robert Fontaine por la cantidad de \$42,000.00. (Deirdre Glenn)

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

Una resolución autorizando la extensión de tiempo para cerrar en el título de la propiedad ubicada en la 233 de la Calle First (Sección 29, Bloque 4, Lote 4) vendido en una venta privada a George W. Reithoffer. (Michelle Kelson)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

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

Una resolución del Consejo Municipal de la Ciudad de Newburgh adoptando un compromiso con el Estado de Nueva York sobre Comunidades Climáticamente Sabias. (Kathryn Mack)

11. Satisfaction of Mortgage -- 241 Powell Avenue

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

Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en conexión con una hipoteca emitida a Paten Solomon, Jr. Y Elsene Solomon por las instalaciones ubicadas en la 241 de la Avenida Powell (Sección 7, Bloque 7, Lote 4) (Michelle Kelson)

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

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

Una resolución Autorizando al Gerente de la Ciudad a ejecutar una extensión de un mes al acuerdo con "Newburgh Ministry, Inc." Para continuar un centro de calentamiento en la 104 de la Calle South Lander hasta el 30 de abril de 2018. (Michelle Kelson)

13. Co-sponsor SBA workshops

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

Una resolución autorizando al Gerente de la Ciudad a entrar en un contrato para co-auspiciar con la Administración de Negocios Pequeños para desarrollar talleres para que sean llevados a cabo en la Ciudad de Newburgh. (Deirdre Glenn)

Discussion Items/Temas de Discusión

14. Arts Commission

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

*Comisión de Artes y Cultura
Un Por Ciento para las Artes (Concejal Harvey)*

15. Data on the Sale of City Owned Property

(Councilman Jonathan Jacobson)

Información sobre las ventas de Propiedades de la Ciudad (Concejal Jacobson)

16. Proposal of allocating Additional Sales Tax Monies

To propose that the additional sales tax money from the County (approximately \$530,000.00) be place in two separate account - half for the firefighters and half for street paving. Last year, the City claimed that paving did not occur due to money needed for ADA compliance. This is not acceptable. The additional sales tax money can pay for ADA compliance. (Councilman Jonathan Jacobson)

Proponer que el dinero adicional de impuesto de ventas del Condado (aproximadamente \$530,000.00) sea puesto en dos cuentas separadas- la mitad para los bomberos y la mitad para pavimentación de calles. El año pasado la Ciudad aseguro que la pavimentación no se llevó a cabo por que se necesitaba dinero para cumplir con requisitos ADA. Esto no es aceptable. El dinero adicional de impuestos de ventas puede pagar para cumplir con los requerimientos ADA. (Concejal Jonathan Jacobson)

Join us to help create a vision for Newburgh!

Public Workshop #1

City of Newburgh Vision Plan

Thursday **Newburgh Free Library**
April 26 **124 Grand Street**
7:00 - 9:00 pm

We need your input to create a vision and develop goals for Newburgh's future! Your participation is essential to help the city understand the key issues and opportunities for creating a vision and long-term goals for a sustainable community.

Key topics for the Vision Plan include:

Social Well-Being
Governance
Housing
Natural Environment
Economic Development
Transportation
Municipal Services

This is the first of three public workshops. The objective of this meeting is to hear about your concerns and aspirations for your community.

The second public workshop is scheduled for May 30.

The third and final workshop will be held in June (date TBD).

RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

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

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

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

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

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

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



**LIMITED PROFESSIONAL SERVICES
STANDARD AGREEMENT**

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

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

Task 1: Construction Documents

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

Task 2: Construction Administration

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

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

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

Compensation (exclusive of reimbursable expenses):

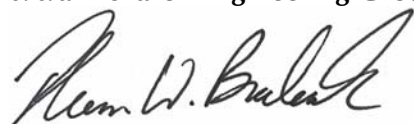
Task 1 – Construction Documents (Lump Sum)	\$ 11,900
Task 2 – Construction Administration (Lump Sum)	\$ 2,975
Total Fee	\$ 14,875

Hourly Rates:

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

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

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



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

Title: Division Chief Structures

Date: March 30, 2018

Accepted by: City of Newburgh

By:

Printed Name:

Title:

Date:

The terms and conditions attached are part of this Agreement.

GENERAL TERMS AND CONDITIONS

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

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

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

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

11. **MEANS AND METHODS / SITE SAFETY** – McLaren shall not have control over, be in charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the work.

RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

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

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 48 Larter Avenue, being more accurately described as Section 26, Block 2, Lot 18 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 27, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
48 Larter Avenue	26 - 2 - 18	Vickiana DeMora	\$40,000.00

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

Terms and Conditions Sale

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

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

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

RECEIVED
2/23/18

Proposal Form

Contact Information:

Name: Vickiana DeMora
Business Name (If Applicable): _____
Address: 202 Fullerton Ave
City, State & Zip: Newburgh, NY 12530
Home phone: _____
Business Phone: _____
Mobile Phone: (845) 401-6332
E-mail: vademora@yahoo.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: 48 Larker AVE

S-B-L#: 26-2-18

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: \$ 40,000

(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: \$ 7,900

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: Yenon Holdings LLC

Architect:

Engineer:

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

3-22-18

Date

Viciana DelMora

Print Name

Social Security #

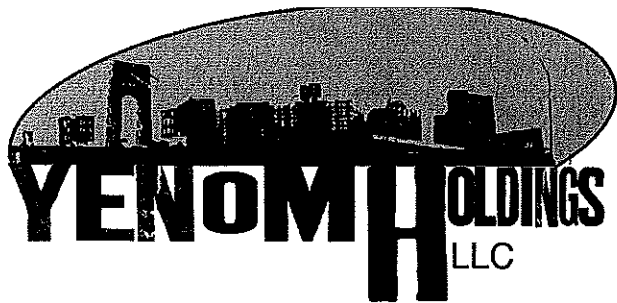
[REDACTED]

Date of Birth:

[REDACTED]

Submit Application to:

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



Cell (646)659-0962
Fax (925)479-5656
Yenomholdingsllc@gmail.com
Dwayne Jordan

YENOM HOLDINGS LLC

Estimate

For: City Of Newburgh
83 Broadway
Newburgh NY
12550

Estimate No: 9
Date: 03/23/2018

Description	Quantity	Rate	Amount
Stabilizing of chimney And RePoint	1	\$3,500.00	\$3,500.00
Upstairs carpet removal / Disposal	1	\$600.00	\$600.00
Bathroom wall repair	1	\$200.00	\$200.00
Bath surround/ Tub / Vanity demolition and replace	1	\$1,100.00	\$1,100.00
Outside porch stairs demo and recast cement / Walkway leading to front porch demolition and Recast Cement (Unstable and Trip Hazard)	1	\$2,500.00	\$2,500.00

Subtotal \$7,900.00
Total \$7,900.00

Total \$7,900.00

Notes

Estimates listed above are for property located at 48 Larter Ave Newburgh NY 12550

3-23-2018

CITY OF NEWBURGH

83 BROADWAY
NEWBURGH NY
12550

To whom it may concern, please be advised that I Dwayne Jordan owner of massive passive streams LLC. Will be providing Vickiana Demora with funds to complete the purchase of the property located at 48 Larter Ave Newburgh NY 12550. And questions or concerns please contact Dwayne Jordan at 845-633-3091 Thank you.

SINCERELY,

DWAYNE JORDAN,
MASSIVE PASSIVE STREAMS LLC



833 Broadway
Albany, NY 12207

Monday March 12, 2018

MASSIVE PASSIVE STREAMS LLC
DWAYNE L. JORDAN
91 LANDER ST
UNIT 1
NEWBURGH NY 12550

To Whom It May Concern:

This letter is to state proof of assets for Massive Passive Streams LLC. As of today March 12th 2018, the owner has funds available for purchases up to and including \$53,000 or less. This balance is subject to change based on customer account activity. If there are any questions or concerns in regards to this matter, please don't hesitate to contact me.

Thank You,

A handwritten signature in dark ink, appearing to read 'Tamarah L. Castrova', written over the printed name.

Tamarah L. Castrova
Retail Branch Manager
456 Broadway
Newburgh, NY 12550
Phone: (845) 565-6650
Fax: (845) 569-0523

Tamarah.L.Castrova@citizensbank.com

Property Proposal Summary

Location: 48 Larter Avenue (between Wilkins Street and Hawthorne Avenue)

Tax Map Number: 26-2-18

Property Class: 210 – 1-Family Residence

Zoning: RL— Residential Low Density

Description: 2-story detached, single family home. Year built: 1925; 960sf ; lot size—30 x 111.

Condition: Average/Good

Assessed Value: \$101,000

Estimated Annual Taxes: \$ 5,123+/-

Selling Price: \$ 75,750 @ 75%

The city acquired this property: April 2017

Offer Information:

Name: Vickiana DeMora

Offer Price: **\$ 40,000**

Construction Estimate: \$ 7,900 +/-

Proof of Financing: Private Financing

Comments: The purchaser is a City of Newburgh employee. Ms. Demora has worked for the City of Newburgh for many years: first as a clerk in the Tax Collector's office, and now as the Tax Collector. Since the City of Newburgh strongly encourages its employees to become homeowners in the City, Ms. Demora has been actively looking for a house to purchase for several months. This house is in average/good shape. It appears only to require less than \$10,000 in repairs to make it a home for her and her children.





Interior Photos



RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

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

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 47 Lander Street, being more accurately described as Section 30, Block 4, Lot 1, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 27, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
47 Lander Street	30 - 4 - 1	Robert Fontaine	\$42,000.00

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

Terms and Conditions Sale

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

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.

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

RECEIVED
3/9/18

Proposal Form

Contact Information:

Name: Robert Fontaine
Business Name (If Applicable): Industrial House Inc.
Address: 144 First Street
City, State & Zip: Newburgh NY 12550
Home phone: 718-877-1452
Business Phone: _____
Mobile Phone: _____
E-mail: rfontaine718@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 X No _____

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 X N/A _____ (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 X N/A _____ (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.): 144 First - 59/61 Chambers

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes X No _____ (attach explanation) N/A _____ (No property owned in City of Newburgh)
☒ Verified (Internal Office Use Only); Date Verified 4/9/18

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes _____ (attach explanation) No X N/A _____ (No property owned in City of Newburgh)
☒ Verified (Internal Office Use Only); Date Verified 4/9/18

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

Information on Bid Property:

Property Address: 47 Landers

S-B-L#: 30-4-1

Single Family (includes a condominium unit)

_____ Multi-Family (# of Units_____)

X Mixed Use (Commercial & Residential - # of Residential Units 3)

For the property types listed above, will it be occupied by the purchaser: Yes___ No^X___

_____ Commercial _____ Industrial

Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 42,000

(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^X 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: **\$250,000**

Who will be doing the work? X 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: Robert Fontaine

Architect: Amy Shell

Engineer: MJS Engineering Michael J. Sandor

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.	144 First Street	
Role (i.e. owner, partner, general contractor, architect, investor.)	owner, partner, general contractor, architect, investor	
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Ground up Rehabilitation	
Property Type: (i.e. single-family, multi-family rental or commercial.)	Single Family	
Number of Buildings in Project	3	
Total Number of Residential Units in Project/Building	6 Units	
If commercial, total square footage of project	1100 sq'	
Total Estimated Development/Rehabilitation Costs	\$475,000	
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Pre-development	
Government Program , if any (Provide name of program and agency, name and current phone of reference.)	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:

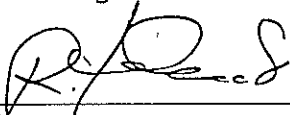
- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations/vacant building (if applicable)

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

3/8/2018

Date

Robert Fontaine

Social Security

Date of Birth

Print Name

Submit Application to:

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

Project: 47 Lander Street Newburgh, NY 12550
Status: Total Rehabilitation
Proposed Budget: \$300K

General Project Overview

David,

so we propose a three hundred thousand dollar reno job. We have padded this by an extra fifty percent with the contingency that behind walls and under floors, there may be more outstanding issues that need to be addressed. Therefore, to avoid any problems in the future, we are going to do a complete rehab.

- A new insulated rubber membrane roof with a 30 year life span.
- Top floor will receive all new amenities floors, walls, bathroom, kitchen and services. It will have an open floor plan, and just one large bed room.
- Second floor will also be a one bedroom apartment - Open floor plan with modern amenities.
- First floor will be converted back to a commercial space wired for either a small boutique and/or cafe restaurant.
- The whole building will be rewired and upgraded to standards. Plumbing will consist of Pex and PVC lines. Heating and cooling with by supplied by energy efficient Fujitsu heat pumps with a minus -15 rating.
 - Interior walls will be fitted with wool insulation.
 - Basement will be finished for communal storage with washer and dryer units. Polished concrete floor will be poured to eliminate hydrostatic pressure and flooding.

EXTERIOR

Paint will be stripped from the entire building in order to restore the original brick appearance. This will be done with Baking Soda Power Pressure stripper(s) for it's environmentally safe results.

Windows will all be replaced with historically accurate replacements.

Cornice and fascia will all be restored.

Sidewalks need to be redone(huge gaps in the blue stone suck water into the basement).

47 LANDER A(OR IS IT B?)

This will definitely be converted into a commercial raw space befitting for a small gallery and/or cafe. We are also considering a small rooftop deck.

Simple Budget Breakdown:

1st Floor: \$50K
2nd Floor: \$50K
3rd Floor: \$50K
Basement: \$50K

Kind Regards,

Robert

47 LANDER



BEFORE



47 Lander Street Render

Rehab Project: 47 and 47a Lander Street			
Cost Renovation Estimate			
	Quantity	Per unit cost	Total
Water main	1	\$7,000	7000
Plumbing	3	\$8,000	24000
Plumbing 47a	1	\$4,000	4000
Elec Upgrade	3	\$4,000	12000
Elec 47a	1	\$3,000	3000
Roof w/ insul	1	\$4,500	4500
Roof 47a	1	\$2,500	2500
Windows	15	\$800	12000
Windows commercial	4	\$1,000	4000
Windows 47a	2	\$1,000	2000
Doors	4	\$1,200	4800
Heat	3	\$4,500	13500
Heat 47a	1	\$3,500	3500
Demo	3	\$2,500	7500
Demo 47a	1	\$1,500	1500
Floors	3	\$8,000	24000
Floors 47a	1	\$8,000	8000
Framing	2	\$6,000	12000
Framing Commercial	1	\$2,000	2000
Framing 47a	1	\$2,000	2000
Insul	1	\$8,000	8000
Insul 47a	1	\$2,000	2000
Kitchen	3	\$15,000	45000
Bathroom full	3	\$12,000	36000
Bath 1/2	1	\$8,000	8000
Sidewalk	1	\$7,000	7000
Basement pad	1	\$4,000	4000
Basement heat	1	\$3,000	3000

Basement framing	1	\$3,000	3000
Basement shared mechanicals	1	\$2,500	2500
Finishing	4	\$2,000	8000
Contingency	1	\$25,000	25000
Total estimated costs			305300



ROP18P
PO Box 7000
Providence RI 02940



1-800-708-6680

Call anytime for account information,
current rates and answers to your questions.

EQUITY LINE OF CREDIT STATEMENT

Page 1

Closing Date

FEBRUARY 06, 2018

SUMMARY

Account Number	8000000000000000
Credit Limit	200,000.00
Available Credit	133,315.57
Days in Billing Cycle	28
Average Daily Balance	63,834.43
Daily Periodic Rate	.01230136%
ANNUAL PERCENTAGE RATE	4.49%
INTEREST CHARGE	219.87
New Principal Balance	66,684.43
Current Payment Due	219.87
Past Due Amount	0.00
Total Late Fees Due	0.00
Minimum Payment Due	219.87
Payment Due Date	03/05/18

ROBERT FONTAINE
144 1ST ST
NEWBURGH, NY 12550-4923

BALANCE SUMMARY

Previous Total Balance	-	Payments/ Credits	+	Advances	+	Interest Charge	+	Insurance	+	Fees	=	New Total Balance
54,416.01		31.58		12,300.00		219.87		0.00		0.00		66,904.30

TRANSACTION DETAIL

Date	Description	Check No.	Amount	Principal Balance
01/16/18	ADVANCE		12,000.00	66,384.43
02/05/18	AUTOMATIC PAYMENT		31.58	66,384.43
02/05/18	ADVANCE	101	300.00	66,684.43

FEES

TOTAL FEES FOR THIS PERIOD

0.00

(Details continued on next page)

AS REQUESTED, ON DUE DATE \$219.87 WILL BE DEDUCTED FROM ACCT ENDING 0159

IF YOU HAVE ANY QUESTIONS ABOUT YOUR STATEMENT OR HAVE BEEN RECENTLY CALLED FOR
ACTIVE MILITARY DUTY, PLEASE CALL OUR 24-HOUR CONTACT CENTER AT 1-800-708-6680.
THANK YOU FOR BANKING WITH CITIZENS.

Please see reverse side for important information, then detach here and return the bottom portion with your check payable to Citizens Bank.

ROBERT FONTAINE
144 1ST ST
NEWBURGH, NY 12550-4923

EQUITY LINE OF CREDIT

Account Number	0000401700000000
Payment Due Date	03/05/18
Minimum Payment Due	219.87
Amount Enclosed	\$

☐ Check this box if your address or personal information
has changed and complete the form on the reverse side.



Citizens Bank
P.O. Box 42008
Providence, RI 02940-2008



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

February 01, 2018 through February 28, 2018

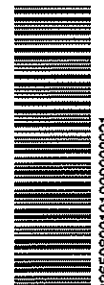
Account Number: [REDACTED]

00265089 DRE 802 219 06018 NNNNNNNNNN 1 000000000 64 0000

INDUSTRIAL HOUSE LLC
144 1ST ST
NEWBURGH NY 12550-4923

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679



02650890101000000021

We clarified when we charge the Returned Item fee for Overdraft in our Additional Banking Services and Fees disclosure

- We **won't charge** a Returned Item fee for Overdraft for any item that is \$5 or less, even if your account balance at the end of the business day is overdrawn
- We **will charge** a Returned Item fee for Overdraft for any item that is more than \$5, even if your account balance at the end of the business day is overdrawn

You can see these updates in the Additional Banking Services and Fees by signing in to chase.com. You can also call us or visit a branch with any questions.

SAVINGS SUMMARY

Chase Business Savings

	INSTANCES	AMOUNT
Beginning Balance		\$277,117.76
Ending Balance	0	\$277,117.76
Annual Percentage Yield Earned This Period		4.36%

The monthly service fee for this account was waived as an added feature of Chase Total Business Checking account.

10 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC

Purchase Proposal Summary

Location:	47 Lander Street (southeast corner of Lander and First)
Tax Map Number:	30-4-1
Property Class:	482—Detached Row Building—Mixed Commercial/Residential Use
Zoning:	DN—Downtown—EEHD-East End Historic District
Description:	Year Built—1900+/-; 3-story, detached, brick building with one-story concrete block annex; 3,515 total square feet; retail space on the 1st floor; 3 apartments; lot size—50 x 43
Condition:	Fair/Poor
Assessed Value:	\$ 85,200
Annual Taxes:	\$ 4,905+/-
Selling Price:	\$ 42,600 @ 50%

The city acquired this property: March 2016

Offer Information:

Name:	Robert Fontaine (Industrial House Inc.)
Offer Price:	\$42,000
Construction Estimate:	\$305,300+/-
Proof of Financing :	Chase, Citizens Bank Line of Credit

Comments: The 3-story section of this building contains a first floor commercial space and two apartments above. There is an additional 2-bedroom apartment in the one-story annex (47a). The 3-story building is in fair/poor shape.

There is significant settlement throughout. The interior needs to be completely renovated to be habitable once again. The is a key building in a developing area of the City of Newburgh. The purchaser owns a residence—which he extensively renovated to historic standards—within a few 100 feet of this building. He plans to renovate the apartments and rehab the commercial space into a retail/restaurant use. The purchaser is prepared to spend about \$300,000 on a quality renovation of the building.





RESOLUTION NO. _____ - 2018

OF

APRIL 23, 2018

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

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

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

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

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

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

RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Pledge to be a Climate Smart Community.
2. Set goals, inventory emissions, plan for climate action.
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**Department of
Environmental
Conservation**



**Climate Smart
Communities**

Climate Smart Communities Program

Grants and Support for Local Governments

**Dazzle Ekblad
DEC Office of Climate Change
April 27, 2017**



Climate Smart Communities

Support for Local Climate Action



One of the few programs where local gov'ts can find:

- Free technical support on energy and climate issues
- Tools, guides, webinars, case studies, networking with peers

Assistance for each community to define their best strategies for:

- Reducing emissions, cutting costs of energy use
- Building resiliency in the face of climate change
- Transitioning to a green economy

Registered vs. Certified Climate Smart Community

- **Registered** = making a commitment
 - Local gov't passes a formal municipal resolution adopting the 10-point CSC Pledge
- **Certified** = leaders who've made concrete progress
 - Accumulate points through documented actions to achieve Certified, Bronze, Silver or Gold levels
 - 1-10 points per action, 130+ total possible actions
 - Range of action types: planning, policies, outreach, implementation, etc.



Climate Smart Communities Grants

Who is eligible to apply?

- Local governments:

- Counties, cities, towns, villages in NYS

What kinds of projects are eligible?

- Climate change projects that:

- Reduce GHGs from non-power sources (mitigation)
- Build local resiliency to climate change (adaptation)



Climate Smart Communities Grants

What kinds of projects are eligible? (cont.)

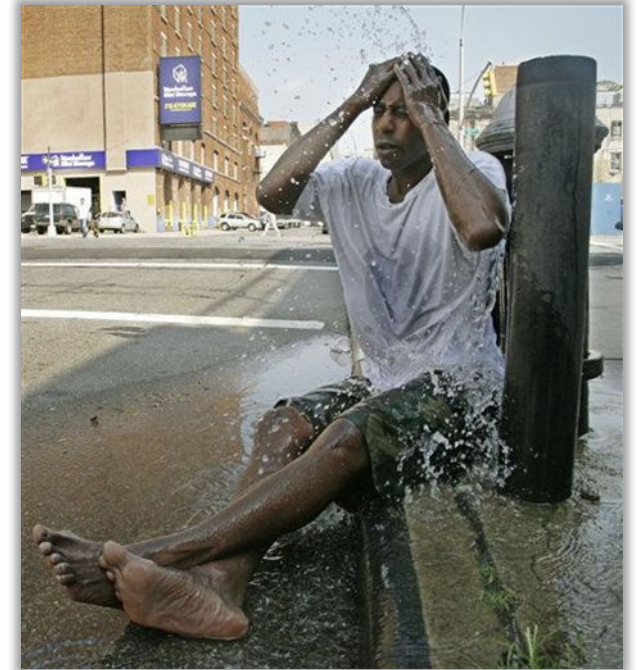
- 1st category: **Large grants** (up to \$2M) for **implementation**
- Construction projects that e.g.,:
 - Reduce GHGs from **food waste** & from **transportation** by reducing VMT
 - Reduce **flood risk** by relocating vulnerable facilities & preparing for extreme weather



Climate Smart Communities Grants

What kinds of projects are eligible? (cont.)

- 2nd category: **Small grants** (up to \$100k) for actions from the **CSC Certification Program** that focus on, e.g.,:
- Land-use, waste & transportation **planning**
- Vulnerability assessments & **climate adaptation strategies**



Climate Smart Communities Grants

What is the match?

- Required local match is 50% of eligible project costs
- Eligible costs include: travel & equipment
 - Salaries & fringe benefits
 - Contractual services
- **Match w/ in-kind municipal staff salaries**
- No state or federal funds as match



Climate Smart Communities Grants

When are applications due?

- Applications deadline probably end of July 2017 - exact date TBD
- Read the **Request for Applications** (RFA) for complete info when released, probably in May

How do I apply?

- Apply online through the **Consolidated Funding Application** (CFA) at <https://apps.cio.ny.gov/apps/cfa/index.cfm>



Climate Smart
Communities



Department of
Environmental
Conservation

Thank You!

- Dazzle Ekblad
- Office of Climate Change
- NYS Department of Environmental Conservation
- 625 Broadway
Albany NY 12233-1030
- climatechange@dec.ny.gov
- 518-402-8448



More info on CSC funding programs available at
<http://www.dec.ny.gov/energy/10981.html>

Connect with the DEC:

Facebook: www.facebook.com/NYSDEC

Twitter: <https://twitter.com/NYSDEC>

Flickr: www.flickr.com/photos/nysdec



RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

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

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

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

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Paten Solomon, Jr. and Elsen Solomon for premises located at 241 Powell Avenue (Section 7, Block 7, Lot 4).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

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

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

which mortgage has not been further assigned of record.

Dated: April _____, 2018

CITY OF NEWBURGH

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

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

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

Notary Public

RECORD & RETURN TO:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE: BLACK INK ONLY

Paten Solomon, Jr. and Elsene Solomon
TO
Mortgagor,
NEWBURGH COMMUNITY DEVELOPMENT AGENCY,
Mortgagee.

RECORD AND RETURN TO:
(Name and Address)

Community Development
83 Broadway, City Hall
Newburgh, NY 12550

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 008550

DATE 6-28-88

AFFIDAVIT FILED

19

INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER

SERIAL NO. CF 3976
Mortgage Amount \$ 5,000
Exempt Yes No
3-6 Cooking Units Yes No
Received Tax on above Mortgage
Basic \$
MTA \$
Spec. Add. \$
TOTAL \$ Tax Exempt
MORTGAGE TAX \$ Tax Exempt
TRANSFER TAX \$

CHECK CASH CHARGE

RECORD. FEE \$ 12-
REPORT FORMS \$
CERT. COPIES \$

MARION S. MURPHY
Orange County Clerk

City Newburgh

by:

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 18th day of July 1988 at 9:04
O'Clock A.M. in Liber/Film 3121
at page 119 and examined.

RECEIVED

\$ REAL ESTATE

TRANSFER TAX
ORANGE COUNTY

LIBER 3121 PAGE 119

THIS BOND AND MORTGAGE, made the 28th day of June, nineteen hundred and eighty-eight

BETWEEN PATEN SOLOMON, JR. and ELSENE SOLOMON, his wife, both residing at 241 Powell Avenue, City of Newburgh, County of Orange and State of New York,

herein referred to as the mortgagor,

and the NEWBURGH COMMUNITY DEVELOPMENT AGENCY, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, City of Newburgh, County of Orange and State of New York,

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of

-----FIVE THOUSAND & 00/100-----(\$ 5,000.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

and to pay interest on the unpaid amount of this instrument from the date hereof, at the rate of 6% per annum, until paid. Both the principal and interest on this instrument are payable on the 1st day of each month in 60 monthly installments, commencing with a payment of \$96.67 on August 1, 1988, and \$96.67 on the 1st day of each month for the remaining 59 months, ending on August 1, 1993, in lawful money of the United States, at the principal office of NCDA, 83 Broadway, City Hall, Newburgh, NY,

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

THAT certain plot, piece or parcel of land, together with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, being more particularly bounded and described as follows:

BEGINNING at a stone monument at the intersection formed by the Westerly side of Powell Avenue with the Northeasterly side of Gidney Avenue and running thence;

1. N59° 49' 30" West along the Northeasterly side of Gidney Avenue, a distance of 83.46 feet to a stone monument, thence;
2. S84° 06' 40" West, along the Northwesterly side of Gidney Avenue, a distance of 19.04 feet to lands now or formerly of Walker, thence;
3. Along the same, N 04° 00' 00 East a distance of 30.08 feet to lands now or formerly of Littlejohn, thence;
4. Along the same, S84° 00' 10: East a distance of 96.14 feet to a point on the Westerly side of Powell Avenue, thence;
5. Along the same, S06° 16' 40" West a distance of 60.33 feet to the point or place of beginning.

Said premises being known as 241 Powell Avenue.

BEING the same premises described in deed dated May 1, 1931 made by David Copans and Roselyn Lee Copans, his wife, to Frank J. Stewart and Josephine Stewart, his wife, recorded May 4, 1931 in Liber 717 of Deeds at Page 392, Orange County Clerk's Office.
Said Frank J. Stewart died the 14th day of January, 1962, a resident of the City of Newburgh, New York, survived by his wife, Josephine Stewart, who, thereafter became deceased February 15, 1972, leaving a Last Will and Testament whereunder she bequeathed instant grantors, William E. Stewart and Gladys R. Stewart, naming them as executors, and letters testamentary having issued to said William E. Stewart and Gladys R. Stewart by the Orange County Surrogate's Court on February 29, 1972.

BEING the same premises described in Deed dated March 7, 1974 from William E. and Gladys R. Stewart, individually and as executors under the Last Will and Testament of Josephine Stewart to Paten Solomon, Jr.

7-7-24

15

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.
15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.
16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.
17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.
18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:


Paten Solomon, Jr. (L.S.)


Elzene Solomon (L.S.)

STATE OF NEW YORK
COUNTY OF ORANGE

STATE OF NEW YORK
COUNTY OF

On the 28th day of June 19 88.
before me came.

PATEN SOLOMON, JR. AND ELSENE SOLOMON

to me known to be the individual S described in, and who executed the foregoing instrument, and acknowledged that ~~they~~ executed the same.

Cecilia Jones

CECELIA JARVIS
NOTARY PUBLIC STATE OF NY
RESIDENCE ON APT ORANGE CO
STATE OF NEW YORK
COMMISSION EXPIRES 7-31-08
COUNTY OF

COUNTY OF

On the day of 19 ,
before me came
to me known, who, being by me duly sworn, did depose and say
that he resides at No.

; that he is the

of the corporation described in and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of of said corporation; and that he signed his name thereto by like order.

in in , that he knows

to be the individual described in, and who executed, the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed name as witness thereto.

STATE OF NEW YORK
COUNTY OF

On the day of 19 ,
before me came
the subscribing witness to the foregoing instrument, with whom I
am personally acquainted, who, being by me duly sworn, did depose
and say that he resides at

$$\underbrace{\quad}_{\text{}}^{\text{}}$$

On the day of
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

adhibere que quod

NEWBURGH COMMUNITY DEVELOPMENT AGENCY.

PATEN SOLOMON, JR. and
ELSENE SOLOMON,

OL

Dated, June 28, 1988
Amount, \$5,000.00
Due, _____, 19____
Int. Payable _____

The land affected by the within instrument lies
in the City of Newburgh,
~~Orange County, NY~~

RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a one month extension agreement with the Newburgh Ministry, Inc. in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require.

EXTENSION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

CITY OF NEWBURGH

THE NEWBURGH MINISTRY, INC.

By: _____

By: _____

Name: Michael G. Ciaravino

Name:

Its: City Manager

Its:

Per Resolution No.:

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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

Jeremy Kaufman
Assistant Corporation Counsel

December 4, 2017

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

Re: Agreement for Warming Center at 104 South Lander Street

Dear Mr. Jarvis:

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

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

Very truly yours,



MICHELLE KELSON
Corporation Counsel

MK/ar
Enclosure

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

RESOLUTION NO.: 331 - 2017

OF

NOVEMBER 27, 2017

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

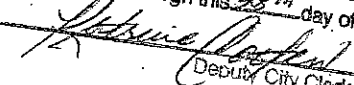
WHEREAS, The Newburgh Ministry, Inc. (the "Newburgh Ministry") presently provides overnight shelter to homeless individuals within the City of Newburgh; and

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

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

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

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

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

Deputy City Clerk

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

WITNESSETH

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

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

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

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

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

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

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

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

TO: The Newburgh Ministry Inc.
Attn:

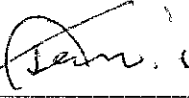
TO: City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

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

Remainder of this page intentionally left blank

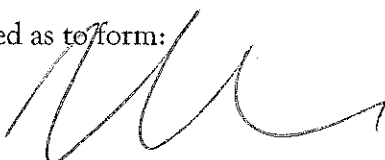
IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

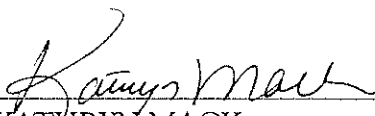
THE NEWBURGH MINISTRY, INC.

By:  _____

THE CITY OF NEWBURGH

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

Approved as to form:  _____
MICHELLE KELSON
Corporation Counsel

Approved as to form:  _____
KATHRYN MACK
City Comptroller

RESOLUTION NO.:_____ - 2018

OF

APRIL 23, 2018

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

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

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

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

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

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

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

COSPONSORSHIP AGREEMENT

between

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

and

The City of Newburgh

Authorization No: 18-0202-74

1) Parties

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

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

2) Purpose

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

3) Cosponsored Activity

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

4) Cosponsors' Responsibilities

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

- a) SBA will:

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

b) City of Newburgh will:

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

5) Budget

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

6) Fiscal Agent and Fees

Section Intentionally Deleted

7) No Profit

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

8) Appropriate Recognition

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

9) Cosponsored Material

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

10) Use of SBA Logo

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

11) Licenses

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

12) Political Speech

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

13) Website and Online Registrations

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

14) Disclaimers

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

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

15) Responsible Program Official

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

16) Points of Contact

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

17) Additional Cosponsors

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

18) Term, Amendment and Termination

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

19) Signature

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

SBA:



4-12-18

Patricia M. Gibson

Date

Associate Administrator, Communications and Public Liaison

City of Newburgh:

Michael G. Ciaravino
City Manager

Date

Attachment A – Draft Agenda & Topics

Small Business Basics Series Workshops

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

April 2018
May 2018
June 2018
TBD

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

Chapter 14
ARTS PROGRAMS

GENERAL REFERENCES

City Council — See Ch. 20.

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

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

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

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

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

C. Objectives:

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

§ 14-2. Membership.

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

§ 14-3. Recommendations.

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

§ 14-4. Meetings; staff.

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

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

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

§ 14-5. Reports.

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

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

§ 14-6. Definitions.

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

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

CAPITAL PROJECT —

A. Shall include any project undertaken within the City of Newburgh, undertaken directly by the City, or on property partly or wholly owned by the City of Newburgh, or by a private developer on land, part or all of which was directly conveyed, leased or licensed by the City to such developer with no intervening conveyances or other extant third-party ownership rights or interests, which land is as an integral part of such project, and which is:

- (1) New construction of a building of no less than 10,000 square feet of usable space or of additional space added to a building of no less than 10,000 square feet of additional usable space; or
- (2) Any reconstruction or renovation of a building or part of a building equal to or exceeding \$250,000 in capital cost.

B. Capital project shall not include a project which is:

- (1) Solely for replacement in kind or rehabilitation of existing facilities or equipment; or
- (2) Private residential dwellings not exceeding four units.

CITY — The City of Newburgh, unless otherwise stated.

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

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

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

§ 14-7. Appropriations for public art.

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

§ 14-8. Public Art Account.

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

§ 14-9. Approval procedure.

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

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

§ 14-10. Allocation of funds.

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

§ 14-11. Public art annual plan.

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

§ 14-12. Ownership of public art.

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

§ 14-13. Implementation guidelines.

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

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



City of Newburgh

DEPARTMENT OF PLANNING & DEVELOPMENT

City Hall – 83 Broadway
Newburgh, New York 12550
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TO: Mayor Judy Kennedy
Councilman Torrance Harvey
Councilman Jonathan Jacobson
Councilwoman Karen Mejia
Councilwoman Ramona Monteverde
Councilwoman Hillary Rayford
Councilwoman Patty Sofokles
City Manager Michael Ciaravino

FROM: Deirdre Glenn, Director of Planning & Development

DATE: April 11, 2018

SUBJECT: Sale of City Owned Property

Per your request, staff of the Planning and Development Department have prepared the attached spread sheets on the sale of City-owned property, going back 6 years (2011-2016) for your information. While it is too soon to fully study the successes (or pitfalls) of 2017 – most purchasers have 18 months from the date of closing to complete their projects – we included it, as well as 2018 year to date.

There are several things to note from the data, as follows. First, only our office manager, Tara Miller, was on staff during this full period; the present department staff began in mid 2015-2016. The sales from 2011 and 2012 were solely “Auction” purchases and predominantly attracted an investor audience. The sales totals for 2011 and 2012 year are gross totals and do not include the cost of the auctioneer, nor advertising costs. Additionally only 1 building sold to Habitat for Humanity of Greater Newburgh in 2011 will eventually be for owner occupants, whereas 0% of sales were for owner occupants in 2012. It is also interesting to note that we have received 3 out of 17 back from the sales in 2012, and a majority of the 2012 buildings sold remain vacant.

It is important to note the overall decline in assessed values over the 10 year period reflected in these properties. This is a separate issue and of concern. From the 2011 list, also it needs to be noted that 264 Washington Street has a recent C of O and it is assumed that the improvements made will be reflected in the 2018 assessed value which will become official on July 1, 2018. On the other hand, 248 Washington remains in terrible condition and there are no permits on the building; an abatement was done on it in March and billed to the property owner.

We have been monitoring the slow progress but steady investment of a number of property owners who appear to be conscientiously spending money and doing work; these include G. Nato (you can follow his work on Instagram), M. Epstein, Pastor Kebreau, Bentley Meeker, Michael Lebron, and Nigel Osborne. Additionally Barbara Hamilton at 39 Liberty Street, WH and Archie Logan, at 28



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Courtney Avenue are owner occupants who are far along in reconstruction of once condemned buildings. John Bonhomme, Jr. has completed 15 Liberty Street and is seeking a release; he is moving along slowly but steadily with the once roofless, floorless, 3 walled building at the corner of Liberty and Renwick, having installed the storefront (and last) windows on a fully framed out, roofed building and today put up the sign announcing a bar/restaurant, Lucy's on Liberty. We will be asking all of the above to seek additional time to complete their projects from Council.

On the 2014 list, no permits have been applied for nor has any work been done on 255 Ann Street. The owner of 374 Liberty Street (purchased from the City in 2015) has applied for various permits in 2015, 2016 and 2018. An application for ARC approval has been received for 199 South Street on March 15, 2018.

In 2016, approximately 25% of all sales were to owner occupants. In 2017, we anticipate 36% of all sales will be owner occupied. To date in 2018, 45 % of our sales are to owner occupants or eventual owner occupants.

We look forward to your comments and direction. As always, we are open to reviewing policies and procedures with you as a group or individually.



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October 14, 2016

Department of Transportation
New York State

Dear DOT:

This letter is written in support of planned projects along our waterfront and to call your attention to the need for crosswalks along the DOT managed Marine Drive. In particular, a local philanthropist and investor, William Kaplan, is planning a major new development at the historic 'Regal Bag' factory on the east side of Marine Drive across from Nicoll Street and Marine Drive. His property encompasses several buildings, the main building being a 5-story warehouse which was built in 1845 right along the west bank of the Hudson. This majestic building is over 100,000 square feet. The plan is for mixed use to include artist studios, commercial shops and upscale housing. Parking for the complex would have to be across Marine Drive to the west.

We are advocating for a crosswalk across Marine Drive at Nicoll Street. To service the planned development a garage would be built along Marine Drive south of Nicoll Street. The entrance and exit for parking would be onto Nicoll Street.

Presently the building is fully occupied with artists space, offices and scenic technologies – a large scale operation creating Broadway sets. The renovation will significantly increase the number of occupants and add the residential use.

Recent parking regulations have somewhat assisted in cutting down on speeding along Marine Drive and have managed to somewhat fulfill current needs. It is now time for development and hopefully a return to viewing Marine Drive as the downtown street that it once was; this request is a start on that path. We would be happy to meet to discuss this request with you.

Sincerely,

Deirdre Glenn, Director

2011 City-Owned Property Sales
(Auction Purchases)

Property Address	S-B-L	Number of Properties	Purchaser	Purchaser Address	Purchase Price	Closing Date	Property Class	Vacant or Occupied at time of sale	2018, Vacant or Occupied	Assessed Value at time of Sale	2017 Assessed Value	C.O., C. of C., or Release
29 Clark Street	36-5-18	1	Russell C. Turiak	Goshen, NY	\$10,000	5/18/2011	230	Vacant	Occupied	\$62,200	\$57,600	C of C issued 9/2014
31 Lutheran Street*	29-3-17	1	Mirsada Arnautovic	New Windsor, NY	\$3,500	5/23/2011	220	Vacant	Vacant	\$46,700	\$17,900	Vacant
28 Lutheran Street	29-4-25	1	Leroy R. Porter	Newburgh, NY	\$600	5/27/2011	311	Vacant Land	Vacant Land	\$800	\$800	N/A
145 Washington Street	39-2-10	1	Jean Merisier	Newburgh, NY	\$16,000	6/6/2011	411 - 4 apts	Vacant	Occupied Owner	\$62,800	\$166,600	Finel Elec & Framing Issued/ No C. of C.
10 Lutheran Street	29-8-9	1	Habitat for Humanity	Newburgh, NY	\$9,500	6/9/2011	210	Vacant	Occupied	\$34,700	\$133,500	C of C issued 3/2012
142 N. Miller Street	18-2-30	1	Habitat for Humanity	Newburgh, NY	\$800	6/9/2011	312	Vacant Land	Vacant Land	\$1,600	\$1,600	N/A
26 Pine Street	7-1-17	1	Habitat for Humanity	Newburgh, NY	\$7,500	6/9/2011	311	Vacant Land	Vacant Land	\$3,800	\$2,800	N/A
108 Renwick Street**	45-5-23	1	Bluestone Developers, Inc.	Garden City, NJ	\$3,500	6/10/2011	210	Vacant	Occupied	\$122,100	\$79,200	C.O. issued 10/2012
16 Hudson View Terrace	7-8-10	1	Ertha Augustin	Newburgh, NY	\$18,250	6/10/2011	210	?	Occupied	\$147,200	\$110,000	Rel. issued 12/2012
307 Liberty Street	11-5-11	1	Umar Ahmad	Hopewell Junction, N	\$7,500	6/10/2011	481 (Retail & 1 Apt)	Vacant	Occupied	\$218,300	\$76,200	Rel. to be issued 4/2018
206 City Terrace	17-8-22	1	Nigel A. Osborne	Ossining, NY	\$1,500	6/15/2011	311	Vacant Land	Vacant Land	\$6,500	\$2,800	N/A
190 Lander Street	11-2-13	1	Nigel A. Osborne	Ossining, NY	\$400	6/15/2011	311	Vacant Land	Vacant Land	\$1,300	\$1,000	N/A
47 Overlook Place	48-2-8	1	Bernd A. Stoerchle	Marlboro, NY	\$22,500	6/15/2011	210	?	Occupied	\$154,300	\$72,100	Rel. issued 2/2013
110 Renwick Street	45-5-24	1	Fredy A. Arias	Wallkill, NY	\$5,000	6/16/2011	230	Vacant	Occupied	\$53,600	\$110,000	C of C issued 12/2014
112 Renwick Street	45-5-25	1	Jorge A. Arias	Wallkill, NY	\$7,000	6/16/2011	230	Vacant	Occupied	\$56,700	\$120,300	C of C issued 1/2015
248 Washington Street	35-3-31	1	Greca, Inc.	Newburgh, NY	\$8,000	6/17/2011	411 - 6 apts	Vacant	Vacant	\$279,500	\$79,800	Vacant
264 Washington Street	35-3-38	1	Greca, Inc.	Newburgh, NY	\$4,500	6/17/2011	210	Vacant	Occupied	\$100,500	\$31,300	C of C issued 8/2017
6-12 William Street & 192 Ann Street	35-2-25	1	Jeffrey Normil	Memphis, TN	\$8,000	6/17/2011	481 - (Retail & 5 apts)	Vacant	Occupied	\$60,000	\$132,900	Rel. issued 2/2015
63 Beacon Street	48-6-3	1	Jeffrey Normil	Memphis, TN	\$4,655	6/17/2011	210	Vacant	Occupied	\$53,400	\$62,800	No C.O. or C. of C.
128 Dubois Street	18-1-27	1	Araceli Mendoza	Newburgh, NY	\$8,250	6/17/2011	210	Vacant	Vacant	\$31,800	\$17,900	Vacant
200 Dubois Street	11-1-30	1	Rod N. Osborne	Ossining, NY	\$2,100	6/17/2011	311	Vacant Land	Vacant Land	\$1,000	\$800	N/A

2011 City-Owned Property Sales
(Auction Purchases)

387 First Street	28-1-12	1	Miguel Chavez	Beacon, NY	\$19,000	6/17/2011	210	Vacant	Occupied	\$143,500	\$100,600	Final Plumbing 5/2012 No C of C
18 Hasbrouck Street	38-3- 39	1	Aziz Chittae	Forest Hills, NY	\$13,250	6/17/2011	449 -Storage	Storage	Storage	\$64,400	\$41,300	N/A
44 Hasbrouck Street	38-3-50	1	Araceli Mendoza	Newburgh, NY	\$8,500	6/17/2011	210	Vacant	Vacant	\$95,800	\$43,100	Vacant
61 William Street	39-2-39	1	Newburgh Ventures Corp (Manny Pereira)	Wallkill, NY	\$7,500	6/22/2011	481 - (1 apt & office)	Vacant	Occupied	\$129,000	\$71,900	C.O. issued 8/2012
21 Leroy Place	4-8-20	1	Rafiq A. Majeed	Newburgh, NY	\$31,000	10/14/2011	210	Vacant	Occupied	\$181,400	\$339,200	C.O. issued 6/2016
25 Hasbrouck St. and 25 Hasbrouck Rear	38-4-22 38-4-70	2	Jose F. Vera	Newburgh, NY	\$22,000	12/12/2011	220	Vacant	Occupied	\$45,500	\$73,000	Res. Alt Permit 4/2014 No C.of C.
* - Reacquired by the City in 2012 ** - Sold in 4/2017												
Totals:		28			\$250,305							

2012 City-Owned Property Sales
(Auction Purchases)

Property Address	S-B-L	Number of Properties	Purchaser	Purchaser Address	Purchase Price	Closing Date	Property Class	Vacant or Occupied at time of sale	2018, Vacant or Occupied	Assessed Value at time of Sale	2017 Assessed Value	C.O., C. of C. or Release
359 Ann Street	34-3-9	1	Greca Inc. (Ben Papaleo)	Newburgh, NY	\$32,000	11/14/2012	210	Vacant	Occupied	\$75,700	\$66,400	C of C issued 9/2013
255 Powell Avenue**	7-7-18	1	C.L. Dexter properties LLC	Newburgh, NY	\$15,500	11/15/2012	220	Vacant	Vacant	\$43,600	\$55,500	Vacant; Rel 240-2014 (9/2014)
135 Wisner Avenue	13-5-10	1	Edith Rivera	Newburgh, NY	\$49,500	11/15/2012	210	Vacant	Occupied	\$89,900	\$97,400	C of C issued 8/2017
85 William Street*	39-2-21	1	Agnieszka Pogorzaska	Monroe, NY	\$22,500	11/20/2012	210	Vacant	Vacant	\$96,400	\$33,800	Vacant
162 South Street	11-3-21	1	Redzep Prelvukic	Bronx, NY	\$18,500	11/21/2012	230	Vacant	Occupied	\$43,200	\$54,500	Vacant
190 W Parmenter Street*****	38-1-15	1	Raymond & Gordon LaChance	Newburgh, NY	\$19,000	11/28/2012	220	Vacant	Occupied	\$22,700	\$110,000	C of C issued 11/2013
16 William Street	35-3-14	1	Newburgh Property Realty	Newburgh, NY	\$12,000	11/28/2012	485 - Small use bldg	Vacant	Vacant	\$40,100	\$37,000	Vacant
304 First Street	22-6-34	1	Jordan Ny, LLC (Ivan Miller)	Elmhurst, NY	\$54,000	11/30/2012	220	Vacant	Occupied	\$99,600	\$62,800	C of C issued 3/2015
87 William Street*	39-2-20	1	Francisco Mendoza	Newburgh, NY	\$10,500	12/3/2012	482 (ret.+2 apts)	Vacant	Vacant	\$83,600	\$19,000	Vacant
79 William Street****	39-2-23	1	All Go To Guys Management	Ossining, NY	\$17,000	12/3/2012	411 (5 units)	Vacant	Vacant	\$75,000	\$39,900	Vacant
163 S William Street***	45-2-2	1	Jorge Arias	Wallkill, NY	\$32,000	12/3/2012	482 (com+1 apt)	Vacant	Occupied	\$128,200	\$89,300	C.O. issued 11/2015
22 City Terrace	29-5-27	1	Cristhian Castro	Newburgh, NY	\$2,000	12/3/2012	220	Vacant	Under Const.	\$19,700	\$33,200	Vacant
33 City Terrace	29-4-16	1	Cristhian Castro	Newburgh, NY	\$1,000	12/3/2012	220	Vacant	Vacant	\$34,800	\$11,300	Vacant
54 Fowler Avenue	13-5-22	1	Cristhian Castro	Newburgh, NY	\$1,100	12/3/2012	311	Vacant Land	Vacant Land	\$500	\$500	N/A
88 Maple Street	25-1-52	1	Cristhian Castro	Newburgh, NY	\$7,500	12/3/2012	311	Vacant Land	Vacant Land	\$3,300	\$2,200	N/A
13 Locust Street	25-5-21	1	Richard Massimi	Cornwall, NY	\$12,000	12/3/2012	311	Vacant Land	Vacant Land	\$50,000	\$31,200	N/A
7 Van Ness Street***	29-6-3	1	Fredy Arias	Wallkill, NY	\$38,000	12/3/2012	433 (auto body)	Business	Business	\$134,700	\$111,000	C of C issued 8/2014
* - Reacquired by the City in 2017 (85) & 2016 (87); sold by the city in 2018 ** - Release of Covenant Res. 240-2014 (09/2014); Sold in 6/2015 for \$54,000 ***- Lost to the City in 2016; repurchased in 2016 ***- Taken back by the City in 2018, reverter *****- Sold in 4/2014												
Totals		17			\$344,100							

2014 City-Owned Property Sales

[illegible]

2015 City-Owned Property Sales

Property Address	S-B-L	Number of Properties	Purchaser	Purchaser Address	Purchase Price	Closing Date	Property Class	Vacant or Occupied at Time of Sale	2018, Vacant or Occupied	Assessed Value at time of sale	2017 Assessed Value	C.O., C.of C. or Release
36 Carter Street	22-2-27	1	ART:OPTIMISM:INC	New York, NY	\$15,000	3/11/2015	449 (storage)	Storage	N/A, Storage	\$50,900	\$34,500	Storage - N/A
162 Broadway	30-2-29	1	162 Hudson LLC	Whitestone, NY	\$70,000	3/23/2015	481 (ret.+3 apts)	Tenants	Occupied	\$149,600	\$166,800	Occupied/Existing CO - Requesting Release
72 Hasbrouck St	38-3-61	1	Natalya Fredericks D/B/A Sol Properties	So. Blooming Grove, NY	\$15,000	3/23/2015	220	Tenants	Occupied	\$66,400	\$63,100	Occupied/Existing CO - Requesting Release
374 Liberty St	10-1-31	1	Nigel & Janelle Osborne	Ossining, NY	\$16,500	3/25/2015	230	Vacant	Vacant	\$55,200	\$45,700	Under Const.
151 Lander St, 153 Lander St, 153 Lander St Rear	18-4-43, 18-4-44.1 & 18-4-44.2	3	Ana Vega Ovalle	New York, NY	\$22,000	3/27/2015	482 (ret+2 apts)+311	Vacant & Vacant Land	Owner Occupied	\$87,200	\$104,000	C. Of C. Issued (10/2016)
120 Johnston St	18-10-1	1	Mark Epstein	New York, NY	\$18,000	6/12/2015	411 (7 apts)	Vacant	Vacant	\$196,100	\$89,100	Under Const/Spring 2018 completion
72 Lander St, 76 Lander St, 78 Lander St, 84 Lander St	23-7-6, 23-2-12, 23-2-11 & 23-2-8	4	Jeffrey McKean - under various LLCs	New York, NY	\$20,000	6/30/2015	220, 230, 220 & 311	Vacant & Vacant Land	Vacant	\$65,800	\$61,400	Ext. until 6/2018
279 Grand St	10-1-15	1	Dwellstead Inc. (Michael Lebron)	New York, NY	\$5,760	7/9/2015	210	Vacant	Vacant	\$13,100	\$13,100	Under Const
1 Wright St	13-3-29	1	Michael & Joanne DeBellis	Newburgh, NY	\$1,300	7/22/2015	311	Vacant Land	N/A	\$3,400	\$3,400	N/A
93 Lander St	23-3-23	1	Tyree Smallwood	New Windsor, NY	\$10,000	7/23/2015	220	Vacant	Vacant	\$10,300	\$10,300	Under Const
82 Lander St	23-2-9	1	Jeffrey McKean - under various LLCs	New York, NY	price included in 6/30/2015 sale	8/31/2015	220	Vacant	Vacant	\$14,900	\$14,900	Vacant
117 Johnston St	18-11-14	1	Mark Epstein	New York, NY	\$10,000	10/14/2015	220	Vacant	Occupied	\$79,600	\$73,200	Rental License issued 12/2017
118 & 127 Johnston St	18-10-15, 18-2-21	2	Mark Epstein	New York, NY	\$9,000	10/14/2015	312 & 220	Vacant Land & Vacant		\$43,600	\$30,800	Under Const/Spring 2018 completion
258 Liberty St Rear	18-6-29	1	Daniel Gilbert	Newburgh, NY	\$500	10/27/2015	311	Vacant Land	N/A	\$4,100	\$1,000	N/A
119 Montgomery St	19-1-13	1	Natalya Fredericks D/B/A Sol Properties	So. Blooming Grove, NY	\$30,000	10/29/2015	230	Vacant & Tenant	Occupied	\$111,200	\$99,400	Release 3/2016
474 First St	20-1-26	1	Nazaire Kebreau	Newburgh, NY	\$6,000	11/13/2015	210	Vacant	Occupied	\$115,600	\$95,700	C. of C. Issued 9/2017
279 Liberty St	18-5-8		Boys & Girls Club of Newburgh, Inc.	Newburgh, NY	\$10,000	11/13/2015	411 (8 Apts) & 331	Vacant & Vacant Land	Vacant	\$181,900	\$191,300	Vacant
146 Chambers St	18-5-29	2										
317 Liberty St	11-5-7	1	Alex Fridman	Wappinger Falls, NY	\$6,040	11/13/2015	481 (ret.+1 apt)	Vacant	Occupied	\$30,200	\$64,800	Release 7/2016
123 S. William St	45-4-4	1	R.E. Vitalize Development, LLC (Michael T. Brown)	Jersey City, NJ	\$10,000	11/25/2015	230	Vacant & Tenants	Occupied	\$56,700	\$58,000	Occupied/Existing CO - Requesting Release
2 Liberty St	46-1-18	1	John Bonhomme Jr. (SodaCova Group, LLC)	New York, NY	\$2,000	12/11/2015	482 (ret.+2 apts)	Vacant	Vacant	\$19,900	\$19,900	Ext. until 9/2018
86 Wisner	26-1-59.1		Newburgh Commercial Development Corp.	Newburgh, NY	\$68,000	12/29/2015	449 (storage) + 330	Vacant Land	N/A	\$2,300	\$95,800	N/A
68 Wisner Rear	26-1-86	2										
TOTAL		29			\$345,100							

2016 - City-Owned Property Sales

Property Address	S-B-L	Number of Properties	Purchaser	Purchaser Address	Purchase Price	Closing Date	Property Class	Vacant or Occupied at Time of Sale	2018 Vacant or Occupied	Assessed Value at Time of Sale	2017 Assessed Value	C.O., C. of C., or Release
169 Prospect St	16-3-5	1	Cheryle Branson	Newburgh, NY	\$21,100	2/19/2016	210	Tenant Occupied	Owner Occupied	\$105,500	\$95,500	Release 3/2018
368 South St	17-2-26	1	William Morrisohn Jr	Newburgh, NY	\$3,000	2/2/2016	210	Vacant	Owner Occupied	\$48,300	\$50,600	Release 8/2017
123 Carson Avenue	45-9-4	1	Marquis Taylor	Newburgh, NY	\$5,000	2/22/2016	331	Garage	N/A	\$11,000	\$11,100	N/A
23 Gardner Avenue	2-16-3	1	Matthew Gayton	Newburgh, NY	\$25,000	2/1/2016	210	Vacant	Owner Occupied	\$109,800	\$100,500	Occupied/Existing CO Requesting Release
43-44 Williamsburg Dr	1-2-22	1	Leroy Foster	Newburgh, NY	\$10,000	1/19/2016	220	Vacant	Owner Occupied	\$145,300	\$134,000	Final C.of C. 8/2017
50 William St	38-2-36	1	Elder Ivan Lozano	Newburgh, NY	\$1,000	1/8/2016	330	Vacant Land	N/A	\$1,000	\$1,000	N/A
63 Grove Street	26-6-7.1	1	Patrick Cousins	Brooklyn, NY	\$70,000	8/4/2016	230	Tenant Occupied	Owner & Tenant	\$159,600	\$135,600	Release 9/2016
69 Courtney Avenue	48-11-1	1	Howard Elder	Highland, NY	\$1,200	3/14/2016	311	Vacant Land	N/A	\$1,200	\$1,200	N/A
199 South Street	18-1-3	1	David Fishel	Newburgh, NY	\$3,800	3/14/2016	482 (5 apts)	Vacant	Vacant	\$19,000	\$19,000	Ext. until 3/2019
15 Liberty Street	45-5-15	1	John Bonhomme Jr	New York, NY	\$28,000	2/9/2016	481 (ret+2 apts)	Vacant	Tenant & Business	\$78,700	\$78,700	Occupied Requesting Release
246 First St	22-5-26	1	Liban Adde	Bronx, NY	\$14,978	3/18/2016	411 (4 apts)	Tenant & Vacant	Owner & Tenant	\$199,700	\$167,300	Release 6/2017
205 Broadway	35-2-19	1	Wei Luo	Whitestone, NY	\$45,000	11/21/2016	411 (4 apts)	Tenant Occupied	Tenant Occupied	\$126,300	\$142,900	Occupied/Existing CO Requesting Release
87 Carson Avenue	45-8-10	1	Sentry Enterprises LLC (Daniel Green)	New Windsor, NY	\$6,700	3/8/2016	220	Vacant	Tenant Occupied	\$33,100	\$31,400	Release 12/2017
86 Carson Avenue	45-12-19	1	Sentry Enterprises LLC (Daniel Green)	New Windsor, NY	\$6,700	3/8/2016	220	Vacant	Tenant Occupied	\$56,400	\$53,600	Release 8/2017
37 Hasbrouck St	38-4-17	1	HAS37, LLC (Michael Conners)	Beacon, NY	\$20,000	6/8/2016	449 (storage)	Storage	Storage	\$49,800	\$49,800	N/A Storage
169 1/2 Liberty St	30-5-12.1	1	Hooff & Latos	Newburgh, NY	\$7,000	2/24/2016	481 (ret+1 apt)	Vacant	Owner & Business	\$68,200	\$40,200	C. Of C. Issued 3/2018
91 Mill Street	38-4-60	1	Natalya Fredericks	So. Blooming Grove, NY	\$1,000	3/28/2016	311	Vacant Land	N/A	\$1,000	\$1,000	N/A
15 1/2 Overlook Pl	46-3-9	2	Newburgh Community Land Bank	Newburgh, NY	\$1	8/10/2016	220 +	Vacant	Vacant	\$84,300	\$89,000	Under Const.
37 Dubois St	29-5-7						311					
155 Lander St	18-4-45	1	Robert & Erika Urie	Glenside, PA	\$3,870	4/15/2016	210	Vacant	Owner Occupied	\$12,900	\$12,900	Nearing Completion
326,328,330 Liberty St	12-1-14,15&16	3	Thomas Burwell Dodd	Newburgh, NY	\$10,040	6/13/2016	351, 330, 331	Vacant	Vacant	\$19,800	\$19,800	Ext. until 1/2019
378 Liberty St	10-1-35	1	Thomas Burwell Dodd	Newburgh, NY	\$8,625	6/13/2016	210	Vacant	Vacant	\$57,500	\$41,000	Ext. Until 1/2019
285, 285 Rear, 283 Rear	10-1-10,11& 13	3	Michael Lebron	New York, NY	\$3,000	7/18/2016	311	Vacant Land	N/A	\$3,400	\$5,500	N/A
159 Lander St	18-4-47	1	Robert & Erika Urie	Glenside, PA	\$1,000	4/15/2016	311	Vacant Land	N/A	\$1,000	\$1,000	N/A
63 & 66 Carson Ave	45-7-5, 45-6-30	2	Shayla Sellars/Robert Grunnah	Newburgh, NY	\$20,000	6/8/2016	210 & 210	Vacant	Vacant	\$92,500	\$92,500	Ext. until 12/31/2018

2016 - City-Owned Property Sales

Property Address	S-B-L	Number of Properties	Purchaser	Purchaser Address	Purchase Price	Closing Date	Property Class	Vacant or Occupied at Time of Sale	2018 Vacant or Occupied	Assessed Value at Time of Sale	2017 Assessed Value	C.O., C. of C., or Release
40 Benkard Avenue	45-3-10	1	Aamir Mumtaz	Pleasantville, NY	\$22,000	6/20/2016	411	Tenants & Vacant	Tenant Occupied	\$151,900	\$99,500	Rental License 1/2017
141 Chambers Street	18-4-19	1	Bentley Meeker	New York, NY	\$7,300	9/23/2016	220	Vacant	Vacant	\$14,600	\$14,600	Under Const.
411 First Street	28-1-3	1	Shyla Mejia	Newburgh, NY	\$19,000	5/26/2016	210	Vacant	Owner Occupied	\$106,900	\$69,500	Final C. Of C. 1/2018
66 Johnston Street	23-7-21	1	Bentley Meeker	New York, NY	\$9,680	9/23/2016	220	Vacant	Vacant	\$44,500	\$32,000	Under Const.
11 & 41 Lutheran St	29-9-8 & 12	2	Bentley Meeker	New York, NY	\$11,985	9/23/2016	220, 220	Vacant	Vacant	\$62,900	\$46,600	11 Lutheran Under Const.
74 Benkard Avenue	45-2-12	1	Jessica Arias	Walkkill, NY	\$5,000	6/29/2016	230	Vacant	Vacant	\$23,200	\$22,000	Nearing Completion
274 First Street	22-6-22	1	William McCartney III	Newburgh, NY	\$6,400	8/15/2016	230	Vacant	Tenant Occupied	\$27,500	\$27,500	Release 2/2018
254 Liberty Street	18-6-26	1	Jospeh Donovan/ Hudson Todd LLC	Beacon, NY	\$2,380	10/5/2016	210	Vacant	Vacant	\$11,900	\$11,900	Under Const.
31 Liberty Street WH	45-7-21	1	Barbara Hamilton	New York, NY	\$15,000	10/6/2016	220	Vacant	Vacant	\$48,200	\$43,800	Under Const.
95 Carson Avenue	45-8-6	1	Daniel Green	New Windsor, NY	\$4,100	10/5/2016	210	Vacant	Tenant Occupied	\$30,500	\$29,600	Release 12/2017
113 & 115 Washington	39-3-7&8	2	Zion Newburgh Community Development	Newburgh, NY	\$100	12/19/2016	311	Vacant Land	N/A	\$21,800	\$21,800	N/A
130 & 132 Third Streets	18-9-13 & 14	2	144 Tercera Corp (James Gibbons)	Tarrytown, NY	\$7,895	11/4/2016	230, 220	Vacant	Vacant	\$24,600	\$24,600	Nearing Completion on 130; work progressing on 132.
28 Courtney Avenue	48-3-24	1	Archie Logan	Poughkeepsie, NY	\$2,000	8/31/2016	210	Vacant	Vacant	\$19,300	\$19,300	Under Const.
57-58 Williamsburg Dr	1-2-29	1	Natalya Fredericks	So. Blooming Grove, NY	\$35,000	10/21/2016	220	Tenants	Tenant Occupied	\$103,900	\$106,100	Under Renov.
316 First Street	22-6-39	1	Jose Palomino	Newburgh, NY	\$1,000	12/7/2016	311	Vacant Land	N/A	\$8,400	\$7,400	N/A
224 City Terrace	17-8-25	1	Israel Gonzalez Mejia	Newburgh, NY	\$1,300	10/19/2016	311	Vacant Land	N/A	\$2,300	\$2,300	N/A
446 First Street	20-3-34	2	Dominic Moffa & Lizette Pastore	New Windsor Cornwall	\$1	10/24/2016	210 & 210	Vacant	Tenant Occupied	\$153,300	\$115,300	Rental License 7/2017
7 Richman Avenue	15-1-14.1											Occupied/Existing CO Requesting Release
45 Robinson Avenue	28-2-7	1	Barillas & Solis	Newburgh, NY	\$30,000	11/21/2016	210	Vacant	Owner Occupied	\$108,500	\$96,300	
37 City Terrace	29-4-14	1	Kent Diebolt	Newburgh, NY	\$12,500	12/5/2016	439 (garage)	Garage	N/A	\$13,500	\$13,500	N/A
Totals		53			\$508,655							

2017 - City-Owned Property Sales

Property Address	S-B-L	Number of Properties	Purchaser	Purchaser Address	Purchase Price	Closing Date	Property Class	Vacant or Occupied at time of sale	2018 Vacant or Occupied, Intended Use	2017 Assessed Value at Time of Sale	C.O., C.of C. or Rel
70 Liberty Street WH	48-5-35	1	Lamont Staples	Newburgh, NY	\$44,550	2/24/2017	210	Tenant	Owner Occupied	\$97,600	Occupied/Existing C.O.
64 Johnston Street	23-7-20	1	Bentley Meeker	New York, NY	\$16,500	6/29/2017	220	Vacant	Vacant	\$60,700	Under Const.
39 Lutheran Street	29-3-13	1	Bentley Meeker	New York, NY	\$3,220	6/29/2017	220	Vacant	Vacant	\$16,100	Under Const.
156 Lander Street	18-3-14	1	Michele Williams	Lake Peekskill, NY	\$3,000	9/1/2017	220	Vacant	Vacant	\$30,100	Under Const.
1 Lincoln Terrace	21-4-7	1	Victoria Gallo	Newburgh, NY	\$52,000	8/3/2017	210	Tenant	Vacant (to be owner-occupied)	\$77,700	Under Const.
80 Clinton Street	10-1-19	1	Caine Budelman	Brooklyn, NY	\$28,000	1/12/2017	210	Vacant	Vacant (to be owner-occupied)	\$37,300	Under Const.
77 William Street	39-2-24	1	Bisessar Alvin Moonesar	Brooklyn, NY	\$20,000	1/20/2017	449 (Storage)	Vacant	Vacant	\$42,500	Under Const.
69 William Street	39-2-25	1	Bisessar Alvin Moonesar	Brooklyn, NY	\$4,000	1/20/2017	482 (Str+3 Apts)	Vacant	Vacant	\$24,500	Under Const.
20 Grove Street	26-8-10	1	Magaly Aguirre	Newburgh, NY	\$9,000	1/4/2017	220	Vacant & Tenant	Vacant	\$34,200	Nearing completion
216 Broadway	29-8-7	1	Rafiq Majeed	Newburgh, NY	\$26,000	3/20/2017	481 (Str+2)	Vacant	Vacant	\$28,900	Requesting an extension
19 Spring Street	39-5-7	1	Joseph Fratesi	Newburgh, NY	\$5,700	1/19/2017	330	Vacant	Garage	\$5,700	N/A
241 Washington Street	38-2-12	1	NHS Pennsylvania	Lafayette, PA	\$1,600	2/13/2017	311	Vacant Land	Garden	\$1,600	N/A
92 Overlook Drive	45-8-24	1	Kurt Schreiber	Cornwall, NY	\$45,560	2/1/2017	230	Tenants	Partially Occupied	\$113,900	Existing C.O./Under Renovation
251 Powell Avenue	7-7-20	1	Joseph & Maria Afonso	Wallkill, NY	\$8,000	1/9/2017	220	Vacant	Tenants	\$38,600	Rel 11/2017
387 Third Street	21-1-1	1	Joseph & Maria Afonso	Wallkill, NY	\$12,000	1/9/2017	210	Vacant	Tenants	\$65,100	Rel 11/2017
8 Larter Street	26-3-25	1	Eugenio Nevarez	Newburgh, NY	\$36,000	2/13/2017	210	Vacant	Owner	\$119,000	Pending C of C Reinsp
20 Pierces Road, U.40	53-1-1.-40	1	Eugenio Nevarez & Jose Luis Nevarez	Newburgh, NY	\$38,555	3/8/2017	210c	Vacant	Owner	\$70,100	Occupied
257 Liberty Street	35-2-19	1	Lauren Maples	Beacon, NY	\$12,000	3/23/2017	464 (Offices)	Vacant	School	\$47,300	
140 Chambers Street	18-45-27	1	Cesar Avellaneda	Newburgh, NY	\$4,600	5/3/2017	220	Vacant	Vacant	\$23,000	
20 South Miller Street	30-2-37	1	Habitat for Humanity	Newburgh, NY	\$1	5/25/2017	210	Vacant	Vacant	\$26,700	Under Const.
100 Courtney Avenue	48-1-27	1	Aamir Mumtaz	Peekskill, NY	\$36,000	4/7/2017	230	Tenants	Vacant	\$104,600	Existing C.O./Nearing completion

2017 - City-Owned Property Sales

Property Address	S-B-L	Number of Properties	Purchaser	Purchaser Address	Purchase Price	Closing Date	Property Class	Vacant or Occupied at time of sale	2018 Vacant or Occupied, Intended Use	2017 Assessed Value at Time of Sale	C.O., C.of C. or Rel
35 Concord Street	29-1-16	1	Lawrence D. Smith	Newburgh, NY	\$6,200	4/24/2017	210	Vacant	Tenants	\$49,200	Rental license 12/2017
56 Benkard Street	45-3-18	1	Justin & Miguel Torres	Walden, NY	\$9,000	8/23/2017	220	Vacant	Vacant	\$28,700	Under const.
189 N Miller Street	11-1-17	1	Pichas Korn	Pomona, NY	\$4,920	7/7/2017	220	Vacant	Vacant	\$23,800	Under const.
16 Lutheran Street	29-8-12	1	Liban Adde	Newburgh, NY	\$20,615	9/13/2017	220	Tenants	Tenants	\$58,900	Existing C.O./Rental license 3/2018
28, 42 & 53 Hasbrouck St	38-3-42 & 49 38-4-11	3	Eulogio & Felderi Santiago	Yonkers, NY	\$6,000	8/10/2017	220	Vacant	Vacant	\$81,800	Under const./53 Hasbr near complete
5 Bush Avenue	16-6-14	1	Eulogio & Felderi Santiago	Yonkers, NY	\$110,000	8/10/2017	482 (Ret+2 Apts)	Vacant & Tenants	Tenants & Vacant	\$246,700	Under const.
25 Benkard Avenue	45-5-3	1	Roy Lethen	Brooklyn, NY	\$131,000	8/2/2017	411 (6 Units)	Vacant & Tenants	Vacant	\$155,500	Under Renov.
104 Renwick Street	45-5-21	1	Warren Thom	Monroe, NY	\$4,720	8/8/2017	230	Vacant	Vacant	\$34,700	Under const.
44 Johnes St, Unit 206-J	58-1-1.-16	1	Alvin Moonesar	Brooklyn, NY	\$24,000	8/25/2017	210c	Vacant	Owner	\$64,600	Occupied
70 Townsend Avenue	16-13-1	1	Samuel Soto	Cornwall, NY	\$4,200	9/6/2017	311	Land	Land	\$4,200	N/A
101 Benkard Avenue	44-3-8	1	Rene Gonzalez Orta	Yonkers, NY	\$45,500	9/13/2017	220	Vacant & Tenants	Owner & Tenants	\$79,900	Rental License 1/2018 Requesting release
9 Carson Avenue	46-5-21	1	John LaGrutta (LKM LTD)	Cornwall, NY	\$1,200	7/21/2017	210	Vacant	Vacant	\$11,900	
31 Clark St, 180 Ann St Rear, 12 Clark St	36-5-17, 36-1-12.2 & 36-1-10	3	Alvin Moonesar	Brooklyn, NY	\$5,400	8/25/2017	220	Vacant	Vacant	\$31,100	Under const.
193, 195, 197 N Miller & 194 Dubois St	11-1-15,14,13 & 27	4	Michael Robinson	Cold Spring, NY	\$19,660	10/25/2017	230	Vacant	Vacant	\$59,000	Under const.
382 Liberty Street	10-1-37	1	Alejandro Perez	Newburgh, NY	\$6,810	7/12/2017	220	Vacant	Vacant (to be owner-occupied)	\$45,700	Under const.
44 Johnes St, Unit 206-J	58-1-1.-21	1	Paul Kahn	Newburgh, NY	\$27,500	9/27/2017	210c	Tenant	Owner	\$67,500	Occupied
85 Lander Street	23-3-19	1	Paulien Lethen	Newburgh, NY	\$1,900	11/15/2017	220	Vacant	Vacant	\$11,900	Under const.
170 Renwick Street	45-14-15	1	Reina Calix	Newburgh, NY	\$29,000	10/31/2017	220	Tenant	Owner	\$57,600	Occupied/Existing C.O.
39 City Terrace	29-4-13	1	Cairi Johnson	Beacon, NY	\$10,000	9/28/2017	210	Tenant	Owner	\$56,500	Occupied/Existing C.O.
251 & 253 First St	29-3-6 29-3-5	2	David Forbes	Woodmere, NY	\$3,570	11/16/2017	220	Vacant	Vacant	\$23,800	Under const.
41 Wisner Avenue	32-1-8	1	Michael Rehberger	Kinnelon, NJ	\$15,000	12/8/2017	210	Vacant	Vacant & Parking	\$31,500	

2017 - City-Owned Property Sales

Property Address	S-B-L	Number of Properties	Purchaser	Purchaser Address	Purchase Price	Closing Date	Property Class	Vacant or Occupied at time of sale	2018 Vacant or Occupied, Intended Use	2017 Assessed Value at Time of Sale	C.O., C.of C. or Rel
266 Carpenter Avenue	7-7-42	1	Magaly Ortega	Newburgh, NY	\$29,500	9/29/2017	210	Vacant	Vacant (to be owner-occupied)	\$64,700	Under const.
232 South William St	38-4-54	1	Hector Gualpa	Jackson Heights, NY	\$16,500	12/15/2017	210	Vacant	Vacant	\$37,800	
545 South Street	14-3-9.1	1	Samuel & Daniella Kingfisher	Brooklyn, NY	\$2,400	10/24/2017	312	Vacant	Vacant	\$21,500	
44 Johnes ST, Unit 201-J	58-1-1.-11	1	Heewon & Douglas Marshall	Newburgh, NY	\$35,000	11/14/2017	210c	Tenant	Owner	\$69,800	
256 North Street	7-12-18	1	Raymundo Mera	Newburgh, NY	\$99,000	12/22/2017	210	Vacant	Owner	\$150,000	
383 First Street	28-1-14	1	Mitchell Mejia	Newburgh, NY	\$19,000	12/29/2017	210	Tenants	To be owner occupied	\$89,900	
26 Forsyth Place	9-3-5	1	Jospeh Afonso	Wallkill, NY	\$25,000	11/3/2017	210	Vacant	Vacant	\$89,400	Under const./nearing completion
40 Flemming Drive	2-9-1	1	Alberta Brown	Newburgh, NY	\$25,000	12/11/2017	210	Vacant	Vacant (to be owner occupied)	\$99,000	
210 Mill Street	43-3-7.1	1	146-172 Mill St LLC (Visconti)	Newburgh, NY	\$230,000	7/7/2017	438	Vacant	Parking	\$269,800	N/A
Totals		59			\$1,373,881						

2018 City-Owned Property Sales

Property Address	S-B-L	Number of Properties	Purchaser	Purchaser Address	Purchase Price	Closing Date	Resolution Number	Resolution Expiration Date	2017 City Taxes (tbr)	Vacant or Occupied at time of sale	Proposed Use or occupancy	2016-17 School Taxes	Year Acquired
51 Courtney Avenue	48-11-10	1	Anusha Mehar	Cornwall, NY	\$21,000	Title Issues	331-2016	2/28/2018**	\$2,190	Vacant	Owner	\$3,262	02/2015
233 First Street	29-4-4	1	George Reithoffer	New York, NY	\$4,000	Title Issues	67-2017	6/12/2017	\$607	Vacant	Owner	\$872	Oct-12
44 Johnes St, Unit 110-J	58-1-1.-10	1	Carol Lawrence	Merriam, KS	\$35,000	2/21/2018	282-2017	3/12/2018**	\$1,326	Tenant	Owner	\$1,146	10/2013
246 Grand Street	12-2-21	1	Charles Ortiz	Newburgh, NY	\$80,000		284-2017	7/31/2018**	\$3,354	Vacant	Tenant & Relative	\$4,821	03/2016
85 & 87 William Street	39-2-20 & 21	2	B. Alvin Moonesar	Brooklyn, NY	\$21,500	1/26/2018	301-2017	1/26/2018	\$1,037	Vacant	Tenant	\$1,444	04/2017 03/2016
110 Johnston Street	18-10-11	1	Juan Galaviz	Newburgh, NY	\$25,000	2/1/2018	317-2017	2/16/2018	\$631	Vacant	Owner & Tenants	\$880	04/2017
120 West Parmenter 15 Sequestered	38-2-42 7-1-14	2	Aamir Mumtaz	Peekskill, NY	\$23,830	1/5/2018	318-2017	2/16/2018	\$1,174	Vacant	Tenants	\$1,634	02/2015 03/2016
7 Locust Street	25-5-18	1	Jimmy Mera	Newburgh, NY	\$25,000	2/26/2018	330-2107	3/2/2018	\$1,385	Vacant	Owner	\$1,949	04/2017
146 Third Street	18-10-7	1	Dmitry Pavlov	Newburgh, NY	\$8,000	2/15/2018	347-2017	3/16/2018	\$607	Vacant	Owner	\$845	04/2017
76 West Street	20-1-53	1	Grerard & Mary Beth	New Windsor, NY	\$5,000	2/28/2018	348-2017	3/16/2018	\$927	Vacant	Tenants	\$1,291	04/2017
93 Hasbrouck Street	38-5-7	1	Jaskaran Sawhney &	Highland Mills, NY	\$56,000	3/5/2018	349-2017	3/16/2018	\$1,705	Vacant	Tenants	\$2,373	04/2017
182 &184 Renwick Street	45-15-10&11	2	William McCartney	Newburgh, NY	\$60,000	4/5/2018	21-2018	4/27/2018	\$1,806	Vacant	Tenants	\$1,670	10/2013 10/2012
420 First Street	21-1-22	1	William McCartney	Newburgh, NY	\$20,000	4/5/2018	22-2018	4/27/2018	\$724	Vacant	Tenants	\$1,012	04/2017
101 Carter Street	22-6-3.2	1	Liban Adde	Newburgh, NY	\$31,000	3/2/2018	23-2018	4/27/2018	\$1,301	Vacant	Tenants	\$1,818	04/2017
373 Third Street	21-1-4	1	Lorenzetti & Adams	Brooklyn, NY	\$32,640		34-2018	5/18/2018	\$1,596	Vacant	Owner	\$2,231	04/2017
2 Lincoln Terrace	21-5-6	1	Murphy & Delaney	Brooklyn, NY	\$25,600		35-2018	5/18/2018	\$857	Vacant	Owner	\$1,197	04/2017
103 & 105 William Street	45-1-13 & 12	2	B. Alvin Moonesar	Brooklyn, NY	\$12,500		36-2018	5/18/2018	\$925	Vacant	Tenants	\$1,293	03/2016 10/2012
35 Grove Street	26-6-14.1	1	Mitchell Mejia	Newburgh, NY	\$32,150		37-2018	5/18/2018	\$1,258	Vacant	Tenants	\$1,758	04/2017
123 Little Britain Road	32-3-2	1	Miguel Rosario	Newburgh, NY	\$11,780		38-2018	5/18/2018	\$1,157	Vacant	Tenants	\$1,610	04/2017

2018 City-Owned Property Sales

235 Carpenter Avenue	7-8-13	1	Arbia Swindell	Yonkers, NY	\$32,000		39-2018	5/18/2018	\$3,147	Vacant	Owner	\$4,399	04/2017
109 Chambers Street	18-9-10	1	Eve Picker	Pittsburgh, NY	\$1,000		60-2018	6/15/2018		Vacant	Owner		10/2004
376 Liberty St Rear	10-1-34	1	Edouard Pierre	Newburgh, NY	\$16,250		61-2018	6/15/2018		Vacant	Owner		04/2017
44 Joghnes St, Unit 103-J	58-1-1.-3	1	Nicole Blair	Middletown, NY	\$33,000		74-2018	6/29/2018		Vacant	Owner		02/2015
53 Benkard Avenue	45-13-3	1	Amber France	St. Albans, NY	\$43,000		75-2018	6/29/2018		Vacant	Tenant		04/2017
221 Third Street	22-2-11	1	Dena Shottenkirk	Brooklyn, NY	\$3,060		76-2018	6/29/2018		Vacant	Owner		10/2012
173 Fullerton Avenue	15-5-3	1	Odai Sookramnauth	Uniondale, NY	\$25,000		77-2018	6/29/2018		Vacant	Owner		04/2017
79 William Street	39-2-23	1	B. Alvin Moonesar	Brooklyn, NY	\$17,000		88-2018	7/13/2018		Vacant	Tenants		03/2018
Total					\$700,310				\$27,714			\$37,505	
		31						** - Extension					