



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
March 8, 2018
6:00 PM

Council Meeting Presentations

1. Executive Session
Proposed, pending or current litigation

Work Session Presentations

2. Choice Films report summary of work in the City of Newburgh and plans for expansion
3. Dutch Reform Church, 2 Montgomery St. and City Club Project Update
4. Fire Department Issues
Fighter Layoffs
Overtime

Engineering/Ingeniería

5. Proposal with CT Male Associates for Engineering Services on Washington Lake Dam
Resolution authorizing the City Manager to enter into an agreement with C.T. Male Associates, D.P.C. for professional engineering design services in an amount not to exceed \$127,600.00 for a rehabilitation plan for Washington Lake Dam. (Jason Morris)

Finance/Finanza

6. Amend 2018 Personnel Book to change positions in Codes
Resolution amending the 2018 Personnel Analysis Book to change one Senior Typist and one Bilingual Typist/Translator to one Account Clerk and one Bilingual Account Clerk in the Code Compliance Bureau. (Asst. Chief William Horton & Katie Mack)
7. Memorandum of Understanding with SUNY Orange for student interns
Resolution authorizing the City Manager to enter into a memorandum of understanding with SUNY Orange to participate in the Student Internship Program. (Katie Mack)

Planning and Economic Development/Planificación y Desarrollo Económico

8. Purchase of 109 Chambers Street
Resolution to authorize the conveyance of real property known as 109

Chambers Street (Section 18, Block 9, Lot 10) at private sale to Eve Picker for the amount of \$1,000.00. (Deirdre Glenn)

9. Purchase of 376 Liberty Street Rear

Resolution to authorize the conveyance of real property known as 376 Liberty Street Rear (Section 10, Block 1, Lot 34) at private sale to Edouard Pierre for the amount of \$16,250.00. (Deirdre Glenn)

10. Review of Recommendation of Broker

(Deirdre Glenn)

11. My Brother's Keeper Update

(Deirdre Glenn, As per Councilman Torrance Harvey's Request)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

12. Mobile Life Update

contract renewal

13. License Agreement with Newburgh Enlarged City School District to use Ward Brothers Park for NFA Crew

Resolution authorizing the City Manager to execute a license agreement with the Newburgh Enlarged City School District allowing the NFA Crew use and access to Ward Brothers Memorial Rowing Park. (Deirdre Glenn)

Ordinances/ Decretos

14. Ordinance adding stop signs at the intersection of South Street and Montgomery Street

Ordinance amending Section 288-66 of the Code of Ordinances adding stop signs and the intersection of South Street and Montgomery Street. (Michael Ciaravino & Michelle Kelson)

Local Laws/Leys Locales

15. Local Law amending Section 248-1(B)(1) to increase sewer use rents to 104 percent of the customer's annual water bill

Local Law amending Section 248-1(B)(1) entitled "Sewer Use Rents" of the City of Newburgh Code of Ordinances to increase sewer use rents to 104 Percent of the customer's annual water bill. (Katie Mack & Michelle Kelson)

Discussion Items/Temas de Discusión

16. Women's History Month

Discussion on ways to celebrate and honor Women's History Month
(Councilman Torrance Harvey)

17. Discussion on presenting an award to Raymond Bryant (Omari Shakur)

(Councilwoman Hillary Rayford)

RESOLUTION NO.: _____ - 2018

OF

MARCH 12, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH C.T. MALE ASSOCIATES, D.P.C. FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES IN
AN AMOUNT NOT TO EXCEED \$127,600.00 FOR A REHABILITATION PLAN
FOR WASHINGTON LAKE DAM**

WHEREAS, by Resolution No. 124-2012 of July 16, 2012, the City Council of the City of Newburgh authorized the City Manager to enter into a Master Services Agreement with C.T. Male Associates, P.C. to provide dam inspection and safety related engineering services; and

WHEREAS, by Resolution No. 143-2013 of July 15, 2013, the City Council, pursuant to the Master Services Agreement, further authorized the City Manager to enter into an agreement with C.T. Male Associates, P.C. for professional engineering services related to dam safety for the Silver Stream Reservoir Dam and the Washington Lake Dam including an Engineering Assessment for the Washington Lake Dam, which represented work items necessary to comply with New York State Department of Environmental Conservation Reporting Requirements and the Engineering Assessment of known deficiencies at the Washington Lake Dam and related spill way; and

WHEREAS, by Resolution No. 222-2016 of September 12, 2016, the City Council, pursuant to the Master Services Agreement, authorized the City Manager to enter into an agreement with C.T. Male Associates, D.P.C. for a supplementary investigation of the Washington Lake Dam; and

WHEREAS, following the completing of the Engineering Assessment and supplementary investigation, C.T. Male Associates, D.P.C. has submitted a proposal for engineering design services for the preparation of rehabilitation plans, specifications and permit applications for the necessary improvements required at Washington Lake Dam in an amount not to exceed \$127,600.00; and

WHEREAS, funding for such project shall be derived from HF1.8320.0200.8108.2016-2016 BAN Washington Lake Dam – Low Level Drain; and

WHEREAS, this Council has determined that entering into an agreement with C. T. Male Associates, D.P.C. is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an agreement with C.T. Male Associates, D.P.C. for professional engineering design services for the preparation of a rehabilitation plan and related services for the Washington Lake Dam in an amount not to exceed \$127,600.00.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



February 28, 2018

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Transmit via Email to: JMorris@cityofnewburgh-ny.gov

*Re: Proposal for Engineering Design Services
Washington Lake Dam
New Windsor, New York*

Dear Mr. Morris:

C.T. Male Associates Engineering, Surveying, Architecture and Landscape Architecture, D.P.C. (C.T. Male) is pleased to present this proposal to provide Professional Engineering Services related to preparing plans, specifications and permit applications for the proposed improvements at Washington Lake Dam in New Windsor, New York. A summarized rehabilitation plan is provided below, followed by description of the proposed work organized by task.

Project Background

An Engineering Assessment (EA) was prepared by our office and last revised in 2017 for Washington Lake Dam. Additionally, a letter was sent to the City of Newburgh from the New York State Department of Environmental Conservation (NYSDEC) on November 9, 2017 outlining deficiencies. As noted within the EA and letter, there are various deficiencies which prevent the structures from being in complete compliance with NYSDEC Dam Safety regulations. The primary deficiencies identified include:

- 1) The reservoir's spillway discharge channel is in a state of disrepair and requires corrective actions.
- 2) The dam's low-level drains were reportedly abandoned, but the method of abandonment and current state is unknown.
- 3) An operational low-level drain possessing adequate capacity to allow for timely evacuation of the reservoir is not present.
- 4) Stability analysis of the closure dike to the main reservoir should be evaluated
- 5) Drainage at the toe of the embankment, northeast of the reservoir and south of Old Little Britain Road also requires evaluation.
- 6) Among the other deficiencies noted were the presence of several trees within and/or near the embankment, including a large tree at close proximity of the spillway discharge channel.

C.T. Male Associates

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Remedial Design & Permitting Assistance

In order to bring Washington Lake Dam into compliance with NYSDEC Dam Safety regulations, it will be necessary to correct the deficiencies identified within the EA report and the NYSDEC letter. Below is a listing of the specific work tasks we propose to perform and a brief summary of the reasons for and/or elements associated with their performance.

Task 1: Kickoff Meeting

This task involves one kickoff meeting between C.T. Male staff and the City at the dam site. The work scope and schedule will be discussed and confirmed at this meeting.

Task 2: Field Work

This task involves wetland delineations, subsurface explorations, limited topographic surveys, diving investigative services, and any additional field explorations deemed necessary as the project progresses in design. More detailed information regarding this task is provided below:

- *Subsurface Explorations*

This task will include advancement of 3 test borings along the dike on Route 207. Traffic control and protection will be provided by the City. One test boring will be extended to a depth of approximately 50 feet below the existing ground surface elevation, while the remaining two borings will extend to a depth of approximately 30 feet. One monitoring well will be installed on the dike at a location to be selected by the field geotechnical engineer at the time of the subsurface explorations. Test boring logs and results of the subsurface investigation will be provided and incorporated into the overall design. This task will also include subsurface explorations and geotechnical evaluations for the design of the spillway walls, foundation, and apron. Based on our visual inspection, we have estimated advancing two (2) structural borings through or near the retained soils, two (2) concrete cores along the spillway apron, and one (1) concrete core through the deck of the existing culvert.

- *Wetland Delineation*

To define the impacts to wetlands and other waters of the US, a field survey will be conducted within the defined project area. The field work will be performed in accordance with the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual and the Northcentral-Northeast Supplement. Uniquely labeled flagging will be placed in the field, and a sketch map and data forms will be prepared for each identified wetland or Waters of the United States. A photo-log with representative site photographs will be compiled. Prior to performing the field work, available information will be reviewed and summarized including the NYSDEC Freshwater Wetland Mapping and Stream Classification, National Wetland Inventory (NWI) mapping, and soil classification. Survey maps will be reviewed, showing the interpreted mapped extent of wetlands/waters under the jurisdiction of the Corps and NYSDEC.

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- *Topographic Survey*

Topographic surveys were previously conducted at the dam and reservoir, but additional information is required to complete other tasks listed in this proposal. Our proposed additional survey is yellow highlighted and shown below:



- *Low-Level Outlet/Underwater Investigation*

An underwater investigation of the existing low-level outlet drain(s) within Masterson's Pond will be conducted. Divers will attempt to locate the drain pipe outlet(s) visually, using non-invasive techniques. The diving company will provide a report of findings, which will be used to determine the procedure for abandonment of the outlet(s). If time allows during the investigation, the valve control structure within Masterson's Pond and the boiler house foundation will be further investigated as well.

Task 3: Design Development

Upon receiving the base map developed under Task 2, design will be initiated and progress to a 70 percent level, a level considered adequate to illustrate sufficient details of the project design that the City can review and comment on. With the City being provided sufficient time to review these preliminary plans, a meeting will be held to answer any questions regarding the design and/or construction aspects of the project and discuss bidding issues; namely what work should be included in the base bid and what would be likely candidates for add alternates. Work that we believe might be considered as elements of the base bid are substantial completion of the following:

- As concluded in the EA, the embankment under Route 207, approximately 300 feet southeast of the intersection of Clarkview Road and Little Britain Road, acts as a closure dike retaining Washington Lake. As stated by the NYSDEC letter, this dike, as such, is an appurtenant structure to the dam and the stability of the structure must be evaluated. This task will include a revised EA that will include the results of the subsurface investigations as described in Task 2, the stability analysis, and engineering recommendations for the structure.
- As observed during the most recent inspection and noted in the EA, the dam's spillway discharge channel is in a state of disrepair and requires corrective action. Based on the observed extent of damage, we are recommending complete removal and replacement of the spillway apron and walls. The large tree to the immediate left of the spillway discharge channel, approximately halfway down the embankment, needs to be removed. The current bridge box (RCB) crossing the spillway on the dam crest appears to be in a manageable condition; therefore, we anticipate that the existing floor beams, deck, and abutments will be rehabilitated and repaired as part of this task.
- Based on our observation, re-evaluation of drainage along the northeast side of the main reservoir and south to southeast of Old Little Britain Road will be necessary. Drainage improvements will likely include regrading of the drainage swale or installation of a closed drain from Old Little Britain Road to an area near Masterson's Pond. Accommodations for this task may also require significant small to mid-size tree removals.
- The reservoir's former low-level outlet is reported to consist of either one or two (twin) 16-inch diameter cast iron pipes located at the approximate center of the embankment. They extend from the former gatehouse foundation, visible at low reservoir levels, to Masterson's Pond. Records indicate the valves are closed and the former gatehouse foundation infilled with stone to prevent the structure from moving. The NYSDEC requires that all non-operational drainage structures be properly abandoned to minimize seepage through the dam.

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- The reservoir does not currently have an operable low level drain that meets the NYSDEC Dam Safety criteria to evacuate 90% of the storage below the reservoir's normal pool in 14 days. In lieu of installing a new low level drain, the current gatehouse contains two operating outlets from the dam that presently connect to the water treatment system for the City of Newburgh. One line is 30 inches in diameter and the second is reportedly 24 inches in diameter. These lines could be modified to be used as a low level drain. Depending on hydraulic requirements, modification of one or both of these raw water mains to function as low-level outlet(s) for the reservoir may be necessary. This can be accomplished by equipping the line(s) with a valve and tee which would allow it to function as a blow-off line, either at the control structure in Masterson's Pond, at a point near Masterson's Pond, or at the water treatment plant. If necessary, the field work will include using non-invasive techniques to locate the alignment of these mains.
- This task will consist of providing a process of abandonment acceptable to NYSDEC. Probing, locating and delineating these former drain line(s) including downstream outlets will be investigated through the commissioning, under Task 2, of a diving service into Masterson's Pond. The procedure for abandoning the lines will depend on the diving service's findings and the condition state of the valves and pipes at that time. In any case, a clear process of abandonment will be developed by C.T. Male and submitted to NYSDEC for approval prior to commencing the process.
- The NYSDEC letter commented on the presence of a possible former raw water main running from the boiler house through the embankment. Based on our review of historic drawings and multiple discussions with the client, we believe that there is no abandoned line, and that the 24-inch water main referenced in the letter is currently active.

Task 4: Opinion of Probable Construction Cost

An opinion of the probable construction cost of the project will be developed based upon the 70 percent level plans. This opinion of the probable cost is intended to help finalize definition of the work that will be assigned under the base bid and under various add alternates. Should the sum of the base bid work and the add-alternate work exceed the balance of funds left for the construction phase, discussions will be had with DEC to present the work which will be completed under a separate, future construction contract. Estimates of the probable construction costs will be made and presented to the City for each bid item. An estimate will be provided for work related to each structure, allowing the City to perform the work under separate contracts over time, if necessary.

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Task 5: Preparation of Final Construction Plans & Specifications

On the basis of the comments received from the 70 percent design review meeting and the preliminary opinion of the probable construction cost, design of the project will progress to its final stage, including but not limited to the following:

- Final overall design and verify conformity with the “Guidelines for the Design of Dams”, a publication of the Division of Water of DEC.
- Preparation of plans, profiles and details showing existing contours and existing structures with invert elevations where obtainable.
- Preparation of plans, profiles and details of the modifications to be made to the dam, and its spillway and outlet works with definition of base bid work and each add alternate.
- Preparation of technical specifications and a Project Manual. Particular care will be given in the preparation of the Measurement and Payment section of the front end of the specifications to well define the base bid work items and applicable add alternate bid items.

Task 6: SEQRA Compliance, Application for Permit & Engineering Design Report

To comply with SEQRA, Part 1 of a Short Environmental Assessment Form (EAF) will be prepared for early submission to the City. It is expected that the City would classify the project as an Unlisted Action and then complete Parts 2 and 3 of the Short EAF making a Negative Declaration of environmental significance.

In support of filing a Joint Permit Application (JPA), a data request will be made to the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) requesting an impact determination. A Phase I cultural resources assessment, although not included in the proposed scope of work, may be required depending upon the specific OPRHP response. File review requests will be made with NYSDEC and the U.S. Fish & Wildlife Service requesting an impact determination to potential threatened and endangered (T&E) species that may be present. No specialized field surveys for threatened or endangered species are included in the scope of work however, depending upon the agencies responses; a specialized field survey may be required.

Assuming unavoidable wetlands fill impacts are below 0.1 acres, a permit application will be prepared for submission to NYSDEC and the Corps. It is assumed that the proposed project will be covered by a Corps Nationwide Permit (No. 3). The permit application will consist of a letter report with the following attachments: JPA form (to be signed by the City), Permit Design Plans, SEQRA Documentation, Photo-log, OPRHP Correspondence, and T&E Species Review Documentation. It is understood that the project design submitted to the agencies will minimize impacts to wetlands and other Waters of the U.S., consistent with NYSDEC and Corps permit requirements. A Nationwide Permit will be requested from the Corps as part of the JPA, along with appropriate permit authorizations from NYSDEC which, at a minimum, would include a permit for rehabilitation of the dam/dike and also a 401 Water Quality Certification.

C.T. Male Associates

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Once the JPA is submitted to the Corps and NYSDEC, a field review may be conducted with the agencies, and if the agencies have any comments or questions, it will be necessary to respond to their comments.

An Engineering Design Report will be prepared to summarize the required upgrades and their basis for design. This report will be submitted as an attachment to Supplement D-1, Application for Permit for the Construction, Reconstruction or Repair of a Dam or Other Impoundment Structure. Supplement D-1 will be submitted as an attachment to the JPA identified above.

Task 7: Opinion of Probable Cost

The 70% design level opinion of the probable construction cost will be reviewed and updated based upon the work identified on the 100 percent level plans. A discussion will be held with the City to review this opinion of cost and the basis for its development.

Task 8: Bidding Assistance

To assist the City in putting the project out to bid and awarding the project the following will be performed:

- A bid advertisement will be prepared and the City provided electronic construction drawings documents for public bidding.
- A pre-bid meeting will be held to review the project scope with prospective bidders.
- Questions raised by prospective bidders during the bid phase will be responded to.
- Addenda to the contract documents will be prepared and distributed to parties listed on the bidders list as necessary.

The bid opening will be attended, a bid tabulation prepared, the bids reviewed and evaluated, and a recommendation for award made.

Task 9: Construction Administration

Construction administration services include assisting the City with administering the construction contract and coordinating pay applications, and claims for extra work from the contractor. More specifically, this task includes the following services:

- Issuing Notice of Award on behalf of the City to the successful Contractor.
- Coordinating with the City and the Contractor to obtain signed agreements, insurance and bonds.
- Issuance of Notice to Proceed on behalf of the City to the successful Contractor.
- Scheduling and conducting a pre-construction meeting with the City and the Contractor.
- Scheduling and conducting progress meetings with the Contractor.

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- Receiving, reviewing and recommending progress payments to the City.
- Reviewing and administering change order claims with the City.
- Administering and reviewing submittals and shop drawings submitted by the Contractor for approval.
- Addressing deficiencies or issues in the work of the Contractor.
- Issuance of project closeout documentation.
- Certification of construction compliance to DEC Dam Safety.
- Preparation and submittal of as-built plans and letter of certification that the work has been performed in accordance with the contract documents as required by DEC Dam Safety.

Task 10: Construction Observation

Construction observation services will be conducted on a part-time basis by a senior construction observer. This proposal includes an estimate of 160 hours for construction observation services in order to provide a budget level for the City. These services will include:

- Provide a senior construction observer to observe, document and monitor the contractor's work.
- Document that the contractor is using the approved products and materials.
- Document the amount and type of work completed by the contractor.
- Document the equipment and labor used by the contractor.
- Document issues and obstacles encountered by the contractor. Coordinate with the contractor's superintendent to monitor the progress of the work.
- Use reasonable efforts to enforce the contractor to keep accurate field measurements and produce accurate "red-lined" record drawings.
- Certify that the work has been completed in general conformance with the approved construction documents.

Task 11: Contingencies for Potential Field Investigations

Because of the uncertainties associated with the underwater investigations, and as agreed upon between C.T. Male Associates and the City, a contingency amount of \$12,000.00 has been proposed and shown under this task.

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Fee

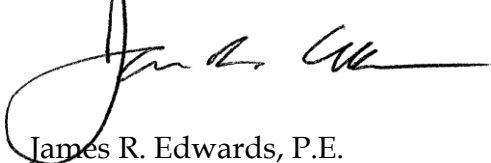
The fees we propose for this work are presented below. The fees for each task are lump sum, with the exception of construction observation which will be billed on an hourly basis.

Task 1: Kickoff Meeting	Lump Sum	\$1,300.00
Task 2: Field Work	Lump Sum	\$28,500.00
Task 3: Design Development	Lump Sum	\$18,600.00
Task 4: Preliminary Construction Cost	Lump Sum	\$4,000.00
Task 5: Final Plans and Specifications	Lump Sum	\$17,800.00
Task 6: SEQRA, Permitting & Reports	Lump Sum	\$9,000.00
Task 7: Final Construction Cost	Lump Sum	\$2,300.00
Task 8: Bidding Assistance	Lump Sum	\$4,200.00
Task 9: Construction Administration	Lump Sum	\$10,500.00
Task 10: Construction Observation (160 hours)	Estimated	\$14,400.00
Task 11: Contingencies (Negotiate per Task)	Estimated	\$12,000.00
Reimbursable (Mileage, Printing, etc)	Estimated	\$5,000.00
	Total Fee	\$127,600.00

Should you have any questions regarding this proposal, please call Alseny Diop or me at (518) 786-7400.

Respectfully,

C.T. MALE ASSOCIATES



James R. Edwards, P.E.
Division Manager – Civil Engineering
j.edwards@ctmale.com

Attachment: Proposed schedule of tasks

CITY OF NEWBURGH, NEW YORK

Michael G. Ciaravino, City Manager Date
*As per Resolution No.

Approved as to form:

Michelle Kelson, Corporation Counsel Date

Kathryn Mack, City Comptroller Date

RESOLUTION NO.: _____-2018

OF

MARCH 12, 2018

**A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK TO CHANGE
ONE SENIOR TYPIST AND ONE BILINGUAL TYPIST/TRANSLATOR
TO ONE ACCOUNT CLERK AND ONE BILINGUAL ACCOUNT CLERK
IN THE CODE COMPLIANCE BUREAU**

WHEREAS, the 2018 Personnel Analysis Book included one Senior Typist position and one Bilingual Typist/Translator at Grade 3 in the Code Compliance Bureau; and

WHEREAS, the Code Compliance Bureau proposes to change the Senior Typist position to Account Clerk and the position of Bilingual Typist/Translator to Bilingual Account Clerk; and

WHEREAS, the City staff is recommending to this Council that the position of Senior Typist be changed to the position of Account Clerk and the position of Bilingual Typist/Translator to the position of Bilingual Account Clerk, both at Grade 3 to improve the efficiency of the Code Compliance Bureau; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2018;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2018 be and is hereby amended to provide for a change in title from Senior Typist to Account Clerk and from Bilingual Typist/Translator to Bilingual Account Clerk in the Code Compliance Bureau.

RESOLUTION NO.: _____ - 2018

OF

MARCH 12, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH
SUNY ORANGE TO PARTICIPATE IN THE STUDENT INTERNSHIP PROGRAM**

WHEREAS, the Internship Program at SUNY Orange provides college students with the opportunity to build upon, apply, and assess the theory and concepts that are developed through the College's degree programs and allow the student to obtain hands-on application skills; and

WHEREAS, the City of Newburgh has expressed an interest in participating in this program, which will benefit the City by providing service to the City in meeting cyclical, project and short-term employment needs and enhance human resource flexibility while providing opportunities to prepare and train a local workforce and create a candidate pool for permanent employment; and

WHEREAS, participation in the SUNY Orange Internship Program requires the City to enter into a memorandum of understanding with SUNY Orange; and

WHEREAS, this Council finds that entering into a memorandum of understanding with SUNY Orange for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the memorandum of understanding and other necessary documents with SUNY Orange to participate in the Internship Program which provides employment and learning opportunities for college students.



Employer Internship Program Manual



2017 – 2018



Introduction:

The internship program at SUNY Orange provides students with the opportunity to build upon, apply, and assess the theory and concepts that are developed through the College's degree programs, and it is a culminating experience in the students' program of study. Internships are learning experiences which allow the student to obtain hands-on application skills.

Specifically internships:

- Assist students in integrating classroom instruction with practical work experiences.
- Provide students with an opportunity to understand the function of organizations.
- Help students explore their strengths and weaknesses in relation to the work requirements.
- Offer students a first-hand understanding of employer expectations and demands.
- Provide SUNY Orange with a means of evaluating the academic preparedness of our students.
- Assist the region in its economic and human resource development needs.
- Build a complete resume of education and work experience.

Internships further the students' professional growth by exposing them to "real-world" work, allowing students to gain career-related experiences while earning college credits. Internships are typically one-time educational work experiences of a fixed duration, related to a student's major or career goal. Typically, a worksite supervisor will act as the student's mentor, guiding and monitoring their performance. A faculty member will oversee the student's academic progress and monitor the internship experience. Internships can be paid or unpaid.

The following programs currently offer internships to their students:

Accounting	Business Management	Human Services
Electrical Technology - Telecommunications	Office Technologies	Marketing
Early Childhood Education	Visual Communications	Criminal Justice
CIT – Networking Web Development	Medical Office Assistant	Arts & Communications

Internship Benefits:

Internships are a three-way partnership among the college, the student and the employer, and provide a mutually beneficial experience for all parties.

Employer Benefits

- Create a candidate pool for permanent employees
- Provide new ideas and new viewpoints
- Prepare and train the region's workforce
- Help employers meet the cyclical, project, or short-term needs without long term commitment
- Engage highly motivated interns who can put education and skills to work
- Enhance human resource flexibility with effective short-term employees
- Interns may serve as public relations ambassadors; students speak about the firm on campus
- Assist the college in strengthening and enhancing departmental curricula in order to produce qualified workers in the future

Student Benefits

- Acquire professional work experience and skills
- Gain a competitive edge over other candidates when seeking employment
- Have the opportunity to test interests and abilities in the real world
- Make professional contacts in a given field of study
- Develop professional portfolio materials
- Earn college credit while gaining valuable work experience
- Enhance self-confidence and esteem, as well as professionalism
- Broaden knowledge related to specific career goals
- Enhance personal growth and develop interpersonal skills

College Benefits

- Provides a formal mechanism to maintain continuous positive communication with employers through experiential learning programs
- Keep college curriculum design and program updated through constant input from the employment sector
- Help to evaluate the academic preparedness of students
- Improve student and faculty access to state-of-the-art equipment and technology by using the workplace as a laboratory extension of the classroom
- Enhance public support for higher education as post-graduation employment results improve

Roles and Responsibilities:

In order to make the internship a positive experience for all parties involved, each one of the partners must commit to a set of responsibilities.

Role and Responsibility of SUNY Orange:

- Recruit students for internships and hold pre-assignment meetings with the interns to review internship requirements.
- Approve the internship description to ensure that it provides a quality learning experience.
- Provide a faculty mentor for credit students who will ensure academic oversight and serve as liaison with a designated site supervisor.
- Handle all disciplinary problems and remove an intern from an organization when it would seem detrimental to allow him/her to remain.
- Personal on-site visits with both intern and supervisor may be scheduled.
- Keep in strictest confidence any proprietary information, materials, and/or procedures that are part of a student's internship experience.
- Indemnify the Site against any liability, loss, or expense which may result from any negligent act of any student or college instructor, and for which the Site might otherwise be liable or might otherwise sustain loss or expense. The College will be responsible to provide, at the Site's request, proof of insurance with limits of liability clearly stated.
- Ensure that all records relating to a student's performance while at the site shall be made available to the student and not to other people as required by the Family Educational Rights and Privacy Act of 1974.
- Accident insurance is provided for credit interns. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.

Role and Responsibility of the Employer:

- Review and sign the Memorandum of Understanding (Attachment I).
- Provide a valuable learning experience with learning outcomes and objectives.
- Assign a supervisor who will oversee the intern's educational experience. This person will serve as a mentor who will guide and supervise the student.
- Register your company on the Career Portal. The portal is free. This portal is open to the general public, including our students and alumni. Full time, part time, and internship positions can be posted on this website. We require that you post your internship description on this website. Please use Attachment II, Internship Request Form, and include all of that information when uploading the internship job description. The link to the Career Portal is <http://www.collegecentral.com/sunyorange/employer/cfm>.
- Help the intern to understand how his/her job relates to the total organizational community.
- Recommend to the college the removal of an intern when his/her performance or behavior is unacceptable to the organization.
- Evaluate, in writing, the intern's performance through constructive criticism and suggestions (*Attachment III and IV*).
- Provide the student with a letter of recommendation for his/her portfolio as long as the student's work was acceptable.
- Provide equal opportunity for SUNY Orange students. The college prohibits discrimination on the basis of race, color, creed, nationality, religion, sex, age, marital status, or condition of handicap in all educational programs, sponsored activities, or employment terms and conditions. The Site agrees to support this policy when dealing with students assigned under this program.
- Follow the DOL Fair Labor Standards Act governing the use of student interns (*Attachment V*).
- Ensure that all records relating to a student's performance while at the site, shall be made available to the student and not to other people as required by the Family Education Rights and Privacy Act of 1974.
- Unpaid Internship: Accident insurance is provided for students. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.
- Paid Internship: The site will provide the student with all benefits as stipulated in NY State Labor Laws, since the student will be considered an employee of the Site.

Role and Responsibility of the Student:

- The student is responsible for his/her own transportation to and from the internship site.
- Before a student can secure an internship, he/she has to complete an application (*Attachment VI*) and interview with the department chairperson, if the internship is for credit. The student must also complete a resume before going on an interview.
- Students will interview with an employer for an internship position, if the employer stipulates the interview as a requirement for securing the position.
- The student is expected to report to his/her direct supervisor for instruction and direction and to carry out the policies and duties set forth by the supervisor.
- During the internship, the student will be responsible for completing the required course work as assigned by the faculty mentor and outlined in the course syllabus.
- The students must keep in strictest confidence any proprietary information, materials, and/or procedures of the site the student is assigned to.

- While at the site, the student is expected to act in a professional manner as a member of the organization. This includes:
 - ✓ Being properly groomed and appropriately dressed
 - ✓ Performing the work to the best of the student's ability
 - ✓ Being timely when reporting for work, meetings, and appointments related to the internship
 - ✓ Maintaining professional relationships with company employees, customers, etc.
 - ✓ Adhering to company policies governing the observation of confidentiality and the handling of confidential information
 - ✓ Exercising tact and diplomacy in evaluating the organization's philosophy, policies and operating procedures
- If required by the site, a student may need to have a background check, physical, and/or drug test completed before he/she can begin his/her internship.

Program Requirements:

Academic Majors and Work Assignments

It is important that the student's internship assignments relate closely to his/her academic major, or area of professional interest. The benefit to the student is the ability to "try out" a major in the workplace. This ensures that the student will maintain interest and enthusiasm in their work, and the work will provide a basis for evaluating abilities related to their chosen profession.

Salary

Internships can be paid or unpaid. Wages for SUNY Orange internship students vary depending upon a student's academic major and past work experience. The salary decision is made exclusively by the employer and should be discussed with the student candidates before the position is offered. Employers are not required to provide health insurance and fringe benefits, but may at their discretion.

Unpaid positions for **academic credit** are included as part of the program.

Unpaid, **not-for-credit** internship position are arrangements made between the student and the organization and are not subject to college oversight. However, the college will provide a Certificate of Insurance as long as the intern is a registered student during the semester they are completing their internship.

Student Work Hours

Depending on the student's major, there are different kinds of internships. The credit hours received by the student and the time of year of the internship may determine the number of hours the student would work per week and over that period of time (number of weeks or months). Semester blocks typically start in September and January, or June for the summer sessions; however, we try to be flexible in order to meet the timing of the employer's needs. When the college is closed due to adverse weather conditions or other emergencies, a student scheduled to report to work for his internship will not be required to report. The student should, however, contact his/her Supervisor and advise him/her that he/she will not be reporting to work. Students must complete an attendance log recording hours worked. The attendance log must be signed by the supervisor (*Attachment IX*).

Learning Contract

Students earn college credit for documenting the learning that has taken place through their work assignment. Early in the semester, students may be required to develop a Learning Contract (*Attachment VII*), listing their learning objectives, which they will accomplish over the course of their placement. Work supervisors should review the students' objectives and make recommendations for targeted learning, training, and skill development during the placement.

Evaluations

SUNY Orange requires the site supervisor complete an Intern Evaluation at mid-point (*Attachment III*) and at the end of the internship assignment (*Attachment IV*). This form provides the intern with invaluable feedback and factors into the grade the student will receive for the internship experience. Additionally, it offers the employer a chance to comment on the overall internship partner program.

Students are encouraged to complete an Internship Site Evaluation (*Attachment VIII*) which provides the college with information that can be used to continually enhance and improve internship sites.



SUNY Orange

Internship Program

Memorandum of Understanding

This Memorandum of Understanding is between SUNY Orange located at 115 South Street, Middletown, NY hereafter referred to as the College, and

Company Name, Address, City, State, Zip

The purpose of this memorandum is to provide SUNY Orange students, enrolled in the College's Internship Program, with the opportunity to develop hands-on skills and increase their knowledge and understanding of their chosen major.

The Partners agree to the following:

Role and Responsibility of the College:

- Recruiting students for the internships and holding pre-assignment meeting with the interns to go over the details of the Memorandum of Understanding.
- Approving the assignment of an intern to an organization after analyzing the organization's intent to provide a high quality learning experience.
- Providing a faculty mentor for the general academic oversight of the students and for liaison with a designated site supervisor.
- Handling all disciplinary problems and removing an intern from an organization when it would seem detrimental to allow him/her to remain.
- Arrange, when possible, for a personal on-site visit with both intern and supervisor.
- Keeping in strictest confidence any proprietary information, materials, and/or procedures that are part of a student's internship experience.
- Indemnifying the Site against any liability, loss, or expense which may result from any negligent act of any student or college instructor, and for which the Site might otherwise be liable or might otherwise sustain loss or expense. The College will be responsible for providing, at the Site's request, proof of insurance with limits of liability clearly stated.
- Ensuring that all records relating to a student's performance while at the site shall be made available to the student and not to other persons as required by the Family Educational Rights and Privacy Act of 1974.

Role and Responsibility of the Site:

- Assigning a supervisor who will oversee the intern's educational experience. This person will serve as a mentor who will guide and supervise the student.
- Posting internship description on the Career Portal which includes:
 - ✓ Internship description
 - ✓ Qualification and skill requirements
 - ✓ Educational benefits
 - ✓ Financial assistance and other benefits
- Helping the intern to understand how his/her job relates to the total organizational community and helping the intern develop a professional attitude about his/her work.
- Recommending to the college the removal of an intern when his/her performance or behavior is unacceptable to the organization.
- Evaluating the intern's performance through constructive criticism and suggestions and submitting an evaluation of the student's performance.
- Providing the student with a letter of recommendation for his/her portfolio, providing the student's work was acceptable.
- Providing equal opportunity for SUNY Orange students. The college prohibits discrimination on the basis of race, color, creed, nationality, religion, sex, age, marital status, or condition of handicap in all educational programs, sponsored activities, or employment terms and conditions. The Site agrees to support this policy when dealing with students assigned under this program.
- **Unpaid Internship:**
Accident insurance is provided for students. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.
- **Paid Internship:**
The Site will provide the student with all benefits as stipulated by NY State labor laws, since the student will be considered an employee of the Site.

Role and Responsibility of the Student:

- The student is responsible for his/her own transportation to and from the internship site.
- Before a student can secure an internship site, he/she has to complete an application and interview with the department chairperson.
- The student will interview with an employer for an internship position, if the employer stipulates the interview as a requirement for securing the position.
- The student is expected to report to his/her direct supervisor for instruction and direction and to carry out the policies and duties set forth by the supervisor.

- During the internship, the student will be responsible for completing the required course work as assigned by the faculty mentor and outlined in the course syllabus.
- Keeping in strictest confidence any proprietary information, materials, and/or procedures of the site the student is assigned to.
- While at the site, the student is expected to act in a professional manner as a member of the organization. This includes:
 - ✓ Being properly groomed and appropriately dressed
 - ✓ Performing the work to the best of the student's ability
 - ✓ Being timely when reporting for work, meetings, and appointments related to the internship
 - ✓ Maintaining professional relationships with company employees, customers, etc.
 - ✓ Adhering to company policies governing the observation of confidentiality and the handling of confidential information
 - ✓ Exercising tact and diplomacy in evaluating the organization's philosophy, policies and operating procedures
- If required by the site, a student may need to have a background check completed before he/she can begin their internship.

This Memorandum of Understanding will remain active for three years from the date of signing.

This is to acknowledge that all partners have read the Memorandum of Understanding and by signing this form agree to its terms.

_____ Site Representative Signature	_____ Print Name	_____ Date
_____ SUNY Orange Representative Signature	_____ Print Name	_____ Date
_____ SUNY Orange VPAF Signature	_____ Print Name	_____ Date

RESOLUTION NO.: _____ - 2018

OF

MARCH 12, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 109 CHAMBERS STREET (SECTION 18, BLOCK 9, LOT 10)
AT PRIVATE SALE TO EVE PICKER FOR THE AMOUNT OF \$1,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 109 Chambers Street, being more accurately described as Section 18, Block 9, Lot 10 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers 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 June 15, 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>
109 Chambers Street	18 - 9 - 10	Eve Picker	\$1,000.00

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

Terms and Conditions Sale

109 Chambers Street, City of Newburgh (18-9-10)

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 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.
8. 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.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 15, 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.
13. 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.
14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

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

Proposal Form

Contact Information:

Name: _____ Eve Picker
Business Name (If Applicable): _____
Address: _____ 947 Liberty Avenue, Unit 3
City, State & Zip: _____ Pittsburgh, PA, 15222
Home phone: _____ 412-877-0127
Business Phone: _____ N/A
Mobile Phone: _____ 412-877-0127
E-mail: _____ evepicker@gmail.com
Federal I.D. No. (If Applicable): _____ N/A

Property Ownership Information:

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

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

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

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

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

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

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

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: 109 Chambers Street

S-B-L#: 18-9-10

Type of Project:

X 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 X No

 Commercial Industrial

 Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 1,000.00

(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: \$ 50,000.00 - 100,000

Who will be doing the work? Self X 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: Stone Hill Renovations

Architect: I will hire one if needed

Engineer: I will hire one if needed

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
 X Personal or Business Bank Statement
 ___ Evidence of project funding
 ___ Developers should provide three years financial statements

What You Should Attach:

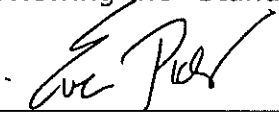
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

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 X ___

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".

 _____ 11/16/2017
Signature Date

Eve Picker _____ Social Security # _____ Date of Birth: _____
Print Name

Submit Application to:

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

**109 CHAMBERS STREET
PROPOSAL TO PURCHASE FROM THE CITY OF NEWBURGH
EVE PICKER
FEBRUARY 18, 2018**

Redevelopment Plan

Our goal is to rebuild 109 Chambers Street to as close to original condition as possible. Early investigation indicates that the basement and interior walls of the house are brick and still in reasonable condition. This provides us with the opportunity to rebuild the house on its existing foundation in its existing configuration. While we plan to rebuild the exterior in line with the original character and design, we'll take some "artistic license" on the interior, keeping it simple with more contemporary finishes. We'll be engaging an award-winning architect, the Office of Jonathan Tate, based in New Orleans. And we'll be engaging a second chance contractor that gives opportunity to ex-offenders re-entering the workforce to rebuild the house.

Once City Council gives approval for the sale, the steps we'll take are as follows:

1. Engage the architect;
2. Document the existing building with photographs, and by taking measurements;
3. Do historical research with the help of some consultants;
4. Create architectural plans, working with code officials;
5. Deconstruct the existing the building, peeling back the layers, to determine the original exterior finishes, if possible;
6. Save as many existing artifacts as possible to reuse; and
7. Rebuild.

The project will not only bring back to life a deteriorating property within the East End Historic District, but also serve as an example to show how redevelopment of similar structures can be completed in Newburgh.

Estimated timeline

Assuming that the proposed purchase goes in front of City Council on March 12, our estimated timeline is as follows:

March 1, 2018	Start historical research on building
March 8, 2018	City Council work session
March 12, 2018	City Council approval
March 13, 2018	Start architectural work
April 15, 2018	Submit plans for permitting

May 1, 2018	Approved to build
May 15, 2018	Close on property
May 16, 2018	Start construction
June 15, 2018	Complete construction

Estimated project budget

Item Name	Cost
Property acquisition	1,000.00
Architectural	10,000.00
Construction estimate	73,694.50
Construction contingency	7,369.45
Contractor accommodation	3,000.00
Insurance (estimate)	1,000.00
Miscellaneous, legal	1,000.00
Total Cost	97,063.95

Detailed construction estimate

Item Name	Material	Labor	Equipment	Total
Demolition		2,100.00	900	3,000.00
Foundation, Piers, Flatwork	250.00	300.00	628	1,178.00
Masonry and Rough Frame	3,000.00	3,500.00	662	7,162.00
Insulation	1,536.00	843	--	2,379.00
Exterior Finish	4,722.00	2,210.00	325	7,257.00
Exterior Trim	300	300	74	674.00
Doors	1750	500	---	2,250.00
Windows	1,800.00	700	---	2,500.00
Finish Hardware	125	80	---	205.00
Roof framing, Roofing, Flashing, Fascia	2,000.00	3,000.00	--	5,000.00
Finish Carpentry	900	1,200.00	--	2,100.00
Interior Wall Finish	1,350.00	2,100.00	--	3,450.00
Painting	800.00	1,800.00	--	2,600.00
Wiring	1,300.00	2,000.00	---	3,300.00

Lighting Fixtures	1000	250	--	1,250.00
Flooring	2000	1,500.00	--	3,500.00
Shower & Tub Enclosure	500	250	--	750.00
Countertops	900	500	--	1,400.00
Cabinets	1,500.00	500	--	2,000.00
Plumbing Rough-in and Connection	800.00	1,850.00	203	2,853.00
Plumbing Fixtures	2,000.00	800	--	2,800.00
Unit Heating and Cooling	750	250	--	1,000.00
Fireplace and Chimney	1000	500.00	--	1,500.00
Subtotal Direct Job Costs	30,283.00	24,933.00	1,892.00	60,108.00
General Conditions	500	1500	500	2,500.00
Insurance	2,387.00	--	--	2,387.00
Permits & Utilities	1,500.00	--	--	1,500.00
Engineering	500	--	--	500.00
Subtotal Indirect Job Costs	5,052.00	412.00	--	6,887.00
Contractor Markup	6,699.50	--	--	6,699.50
Total Cost	42,034.50	25,345.00	1,892.00	73,694.50



FIDELITY
PREMIUM SERVICESSM

INVESTMENT REPORT
January 1, 2018 - January 31, 2018

Fidelity Account JOHN D NORTON AND EVE PICKER - WITH RIGHTS
OF SURVIVORSHIP

Account Number: [REDACTED]

Envelope # BFDVRWBBBCQFZ

Your Account Value:

\$142,338.32

Change from Last Period:

▲ \$3,059.14

JOHN D NORTON
EVE PICKER
947 LIBERTY AVE
LOFT 3
PITTSBURGH PA 15222-3735

	This Period	Year-to-Date
Beginning Account Value	\$139,279.18	\$139,279.18
Change in Investment Value *	3,059.14	3,059.14
Ending Account Value **	\$142,338.32	\$142,338.32
Accrued Interest (AI)	0.00	
Ending Account Value Incl. AI	\$142,338.32	

* Appreciation or depreciation of your holdings due to price changes plus any distribution and income earned during the statement period.
** Excludes unpriced securities.

Contact Information

Online	Fidelity.com
FAST SM Automated Telephone	(800) 544-5555
Premium Services	(800) 544-4442
8am - 11pm ET, Mon - Fri	

Brokerage services provided by Fidelity Brokerage Services LLC (FBS), Member NYSE, SIPC (800) 544-6866. Brokerage accounts carried by National Financial Services LLC (NFS), Member NYSE, SIPC.



H90793976720180131

MR_CE_BFDVRWBBBCQFZ_BBBBB 20180131

Private Owner Development Application – Supplemental Information

Eve Picker

947 Liberty Avenue, Unit 3

Pittsburgh, PA, 15222

412-877-0127

evepicker@gmail.com

Eve is the founder of Smallchange.com, a real estate equity crowdfunding platform. She helps to raise funds for meaningful real estate projects that make cities better. Her world has always been wrapped around cities and change. With a background as an architect, city planner, urban designer, real estate developer, community development strategist and publisher she has a rich understanding of how cities work, how urban neighborhoods can be revitalized, what policies are needed to do it, and the unique marketing that creates the buzz needed for regeneration.

Amongst her many urban (ad)ventures, Eve has developed over fifteen buildings in blighted neighborhoods (through her companies no wall productions and we do property management), founded a non-profit called cityLAB and built Pittsburgh's first tiny house, organized a speaker series, launched a Pittsburgh e-zine called *Pop City*, and established downtown Pittsburgh's first co-working space.

Over the last few years she has participated in a series of Sustainable Design Assessment Teams for the American Institute of Architects in cities as diverse as Los Angeles and Springfield, helping to set a strategic course for housing development and urban design for downtowns in trouble. And she has strategized about how to encourage residential development in downtown Pittsburgh's vacant upper floors. She's also taught urban design at Carnegie Mellon University's Urban Lab.

To find out more about Eve, go to evepicker.com. A few of her real estate projects are highlighted below. You can see more at wedoproperty.com, and you can read all about her tiny house at cityLABpgh.org.

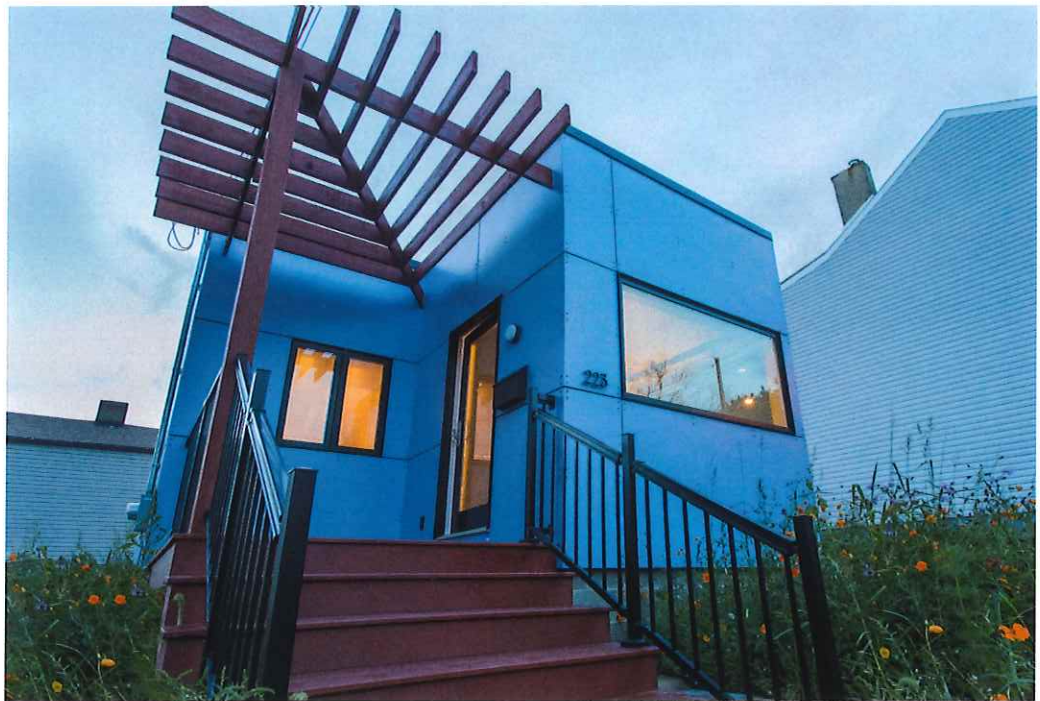
Property One**947 Liberty Avenue****About**

Just 18' wide and 110' deep, 947 Liberty Avenue is a small but complex project in Pittsburgh's historic Cultural District. The Challenge? To build a contemporary building on a typical Pittsburgh "sliver" site in an appropriate scale for the surrounding buildings. In front, a small courtyard framed by three 15' sculptures creates a break in the long block. The steel and block building, too small to hold an elevator, is a walk-up with 3 loft units, floor to ceiling glass and spacious sleeping lofts. Dwell Magazine profiled this building in 2004 and The American Institute of Architects bestowed it with an honor award. We love this building and Eve now happily calls it home.

Address	947 Liberty Avenue, Pittsburgh, PA, 15222
Role	Developer and owner
Property type	Mixed use with a retail storefront and 3 residential loft units above
Number of buildings	One
Number of units	Four
Development cost	\$805,000
Status:	Completed in 2004. Owned by developer and her husband. 100% occupied.
Government Program	In addition to traditional loan financing from Dollar Bank, the URA of Pittsburgh provided a 2 nd deferred loan from the URA of Pittsburgh, and a façade grant.

Property Two

Tiny House



About

It was a big idea. It started small. It was a small project. And at times, it was a big headache. But now, Pittsburgh's first tiny house has become a home. Roughly six weeks after 567 people lined up on a brisk January afternoon for an open house, the new owners signed the closing docs and got their keys.

The tiny house sold for \$109,500, its asking price. Yet that's well below its development cost of \$191,000. The Tiny House Journal on cityLABpgh.org documents how building a tiny house in a city – on a vacant lot, in an urban environment – isn't cheap. We ran into three main issues that doubled the development costs: making sure the site was prepared for a new foundation, connecting the home to the city's separate public water and sewer systems, and ensuring the plans complied with the city's zoning code. These are all good things. It means the tiny house is going to become a permanent part of the neighborhood. Generous grants from the Urban Redevelopment Authority of Pittsburgh, the Bloomfield-Garfield Corporation, Neighborhood Allies, and IKEA Pittsburgh allowed us to continue the Tiny House journey.

Still, we needed \$100,000 for a construction loan. Typically, a bank would finance a construction loan. But since the Garfield Tiny House was the first one to be built in Pittsburgh, there are no comparable situations; since there are no comparable situations, there is no established market. This is a problem for most banks. For us though, that meant pulling off another first on our list of firsts. We turned to **Small Change**, a real estate crowdfunding platform, to crowdfund the construction loan.

And then it happened: construction commenced, we successfully crowdfunded the needed amount, the tiny house was completed, put on the market and sold! Precedent exists where it didn't before. An established market is there for future developers.

All along, our goal in developing the tiny house was to turn eyes to Garfield, and to get people to recognize the neighborhood's value. Our mission was to start a conversation that focused on Garfield as a place of opportunity, not liability, and to create a model for alternative, affordable housing. The tiny house drew a ton of public and media attention – some complimentary, some contrarian – but succeeded in getting people talking about the neighborhood, and establishing a market. And now, our partners at the Bloomfield-Garfield Corporation are talking with us about other potential collaborations.

This tiny house project is over. Its new owners are making it their own. But because of this tiny house, there's a blueprint for future development in Garfield and beyond. It's poised to make a big impact for some time.

Address	S.Pacific Avenue, Pittsburgh, PA, 15224
Role	Developer, president of non-profit, cityLAB, inc.
Property type	Single family home
Number of buildings	One
Number of units	One
Development cost	\$191,000
Status:	Completed in 2016. 100% occupied.
Government Program	Assistance from URA of Pittsburgh, Bloomfield Garfield Corporation and IKEA.

Purchase Proposal Summary

Location: 109 Chambers Street (west side, between Third and Farrington)
Tax Map Number: 18-9-10
Property Class: 210—One-Family Residence
Zoning: RM—Residential Medium Density—EEHD-East End Historic District
Description: Year Built—1855+/-; 1 1/2-story, detached, wood-framed building, 684sf; lot size—18.7 x 34
Condition: Poor
Assessed Value: \$ 2,900
Annual Taxes: \$ 147 +/-
Selling Price: \$ 1,000

The city acquired this property: October 2004

Offer Information:

Name: Eve Picker
Offer Price: **\$1,000**
Construction Estimate: **\$97,000+/-**
Proof of Financing : Fidelity Investments

Comments: The purchaser, Eve Picker, has fallen love with this house. Ms. Picker believes she can save this house from demolition. She wishes to restore this small home as close as possible to its original condition. She plans to make this her home when she is in the greater New York City area. In Pittsburgh, she has successfully renovated several small buildings, as well as a handful of larger buildings. She is the founder of a real estate equity crowdfunding platform—Smallchange.com—which helps raise funds for projects that make cities better. In conjunction with Smallchange.com, Eve has re-developed over 15 buildings in blighted, urban neighborhoods over the past decade. She wishes to start with this building in the City of Newburgh.





Interior Photos

RESOLUTION NO.: _____ - 2018

OF

MARCH 12, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 376 LIBERTY STREET REAR (SECTION 10, BLOCK 1, LOT 34)
AT PRIVATE SALE TO EDOUARD PIERRE FOR THE AMOUNT OF \$16,250.00**

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 376 Liberty Street Rear, being more accurately described as Section 10, Block 1, Lot 34 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 purchasers 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 June 15, 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>
376 Liberty Street Rear	10 - 1 - 34	Edouard Pierre	\$16,250.00

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

376 Liberty Street Rear, City of Newburgh (10-1-34)

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 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.
8. 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.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 15, 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.
13. 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.
14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

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

RECEIVED
1/29/18

Proposal Form

Contact Information:

Name: Edouard Pierre
Business Name (If Applicable): _____
Address: 84 Clinton Street
City, State & Zip: Newburgh, NY 12550
Home phone: _____
Business Phone: _____
Mobile Phone: 312-774-1112
E-mail: edouard.pierre@gmail.com
Federal I.D. No. (If Available): _____

Property Ownership Information:

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

Are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes _____ (attach explanation) No x _____

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

None

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

Yes x _____ No _____ (attach explanation)

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

Yes _____ (attach explanation) No x _____

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. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 376 Liberty Street Rear, Newburgh, NY 12550

S-B-L#: 10-1-34

Type of Project:

☒ Single Family

☐ Multi-Family (# of Units)

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

Will the property be occupied by the purchaser: Yes ☒ No ☐

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$16,250.00

(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 - 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: \$165,000.00

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

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

General Contractor:

Architect:

Engineer:

Examples of Purchaser's Previous Renovation or Development Experience:

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

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	8004 - 06 S. Evans Chicago, IL 60619	
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner & GC	
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Rehab	
Property Type: (i.e. single-family, multi-family rental or commercial.)	Multi Family (7 Units)	
Number of Buildings in Project	1	
Total Number of Residential Units in Project/Building	7	
If commercial, total square footage of project	6,500	
Total Estimated Development/Rehabilitation Costs	\$200,000	
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Fully Occupied	
Government Program , if any (provide name of program and agency, name and current phone of reference.)	None	

(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.)

What You Should Attach:

- Business Relationship:**

INFORMATION RELEASE:

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

276 Liberty Street Rear, Newburgh NY 12550

Renovation estimate

SF	2,500
\$/SF	\$66.26

Item	Qty / s.f.	Cost/Unit	Budgets Cost
Permits & Insurance	1	\$3,500	\$3,500
Structural	1	\$5,000	\$5,000
Clean-up/ demo labor hours	40	\$150	\$6,000
Dumpster- 4 weeks	4	\$500	\$2,000
Landscaping	1	\$3,000	\$3,000
Exterior & Siding	1400	\$10	\$14,000
Roof	1	\$15,000	\$15,000
Soffit / fascia repair	1	\$10,000	\$10,000
Insulation	2500	\$3	\$7,500
Heating mechanicals	1	\$7,000	\$7,000
Heating Installation	1	\$7,000	\$7,000
Electrical	1	\$7,500	\$7,500
Plumbing	1	\$7,500	\$7,500
Water Heaters	1	\$500	\$500
Water Heater installation	1	\$600	\$600
Lighting: material and labor	1	\$5,000	\$5,000
Window replacement with install	10	\$500	\$5,000
Kitchen cabinets and appliances	1	\$10,000	\$10,000
Door Package	5	\$500	\$2,500
Drywall: materials and labor	1	\$10,000	\$10,000
Painting	2500	\$1	\$2,500
Bathrooms	1.5	\$4,000	\$6,000
Flooring	2500	\$3	\$7,500
Misc	1	\$5,000	\$5,000
Washer/Dryer	1	\$1,000	\$1,000
TOTAL			\$150,600

Lagruta Eleet.
Shapiro Plumb.

Contingency 0.1 \$15,060

Grand Total **\$165,660**



MC E BR 478 NNNN

IDEFIX LIMITED PARTNERSHIP
2224 W PALMER ST
CHICAGO IL 60647-3239



Page Number 1 of 3

Statement Period: 01/01/18 - 01/31/18

Account Information

<u>Account Type</u>	<u>Account Number</u>	<u>Ending Balance</u>
FREE Small Business Checking	xxxxxx8710	422,451.64

Account Summary

Beginning Balance:		376,147.06
Deposits:	1	1,037.51
ACH Credits:		0.00
Wire Credits:	1	3,314,810.70
Sweep/Internal Transfer Credits:		0.00
Miscellaneous Credits:		0.00
Checks:	1	75,000.00
ACH Debits:		0.00
Wire Debits:	1	194,498.63
Sweep/Internal Transfer Debits:		0.00
Miscellaneous Debits:	3	3,000,045.00
Ending Balance:		422,451.64

Checks

<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Check #</u>	<u>Date</u>	<u>Amount</u>
1039	01/08	75,000.00			

* Indicates Gap in Check Sequence

Account Activity

<u>Date</u>	<u>Reference #</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
01/02	0000110	xxxxxx0021 CC DENTAL IMPLANTS P ARENT LLC DCx6247NYx0331 CC DENTAL IMPLANTPARENT LLC CA	3,314,810.70	3,690,957.76
01/02	0000110	Wire Transfer Charge	-15.00	3,690,942.76
01/03	0000036	CUSTOMER DEPOSIT	1,037.51	3,691,980.27

Continued on next page



SEE LEGEND ON REVERSE



ORGANIZED UNDER THE LAWS



OF THE STATE OF ILLINOIS



THOUSANDS
0 1 2
3 4 5
TENS
1 2 3 4 5 6 7 8 9 0
UNITS

SHARES
0 1 2
3 4 5
6 7 8 9 0

This Certifies That

Edouard Pierre

is the owner of

Ten (10)

full paid and non-assessable

COMMON SHARES \$0.01

PAR VALUE OF Idefix Ventures, Inc.

transferable on the books of the Corporation in person or by duly authorized person upon
surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly
authorized officers and sealed with the Seal of the Corporation.

this 18th day

of April

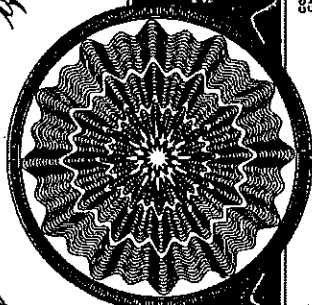
A.D. 2008

Patrick I. Pierre

SECRETARY

Patrick I. Pierre

PRESIDENT



Purchase Proposal Summary

Location: **376 Liberty Street Rear** (east side of Liberty Street between Clinton Street and Broad Streets)

Tax Map Number: 10-1-34

Property Class: 210—One Family Residence

Zoning: RL—Residential Low Density; EEHD - East End Historic District

Description: Year Built—2008; 1 1/2-story, frame building; 1440sf; lot size: 50.2 x 75

Condition: Poor

Assessed Value: \$ 34,500

Annual Taxes: \$ 1,750 +/-

Selling Price: \$ 24,150 @ 70%

City acquired property: **April 2017**

Offer Information:

Name: Edouard Pierre

Offer Price: **\$ 16,250**

Construction Estimate: \$ 165,000+/-

Proof of Financing: mb financial bank

Comments: The purchaser is planning to relocate to the Newburgh area, and live in this City-owned building once it is restored. The building was only completed about 10 years ago. But it was abandoned, and subsequently vandalized. Although the exterior appears mostly intact, the interior—as can be seen from the photos included—has been destroyed. It will need a significant amount of repairs to bring it back to habitable condition. The building is located on a land-locked parcel that uses a narrow right-of-way to access Liberty Street. The parcel also borders the home of the brother of the purchaser. His brother has a vested interest in seeing that this neighboring property is restored, and no longer an eyesore.





Interior Photos of 376 Liberty Street Rear





City of Newburgh City Comptroller's Office

City Hall – 83 Broadway, 4th Floor
Newburgh, New York 12550

Tel: (845) 569-7322
Fax: (845) 569-7490

Kathryn Mack
City Comptroller
kmack@cityofnewburgh-ny.gov

NOTICE

REQUEST FOR QUALIFICATIONS - RFQ #21.17
FOR THE

REAL ESTATE BROKERAGE SERVICES FOR THE CITY OF NEWBURGH, NY

CITY OF NEWBURGH, NEW YORK

Request for Qualification (RFQ) will be received by the City Comptroller in her office at City Hall, 83 Broadway, 4th floor, Newburgh, New York until 4:00 p.m. (local time) Friday, December 15, 2017 requesting qualifications from New York State licensed Real Estate Brokers to provide professional brokerage services for marketing, listing and selling select City-owned properties.

The RFP Document, becoming available to the public on Wednesday November 1st, 2017, may be obtained by visiting the Empire State Purchasing Group website at: www.empirestatebidsystem.com, selecting the "Open Bids" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Responses to this RFQ shall be delivered to the City Comptroller by hand, mail or other courier type services and must be received on or before the specified due date and time. Facsimile or electronic mail submissions will not be accepted. **Vendors are responsible for timely delivery of their Proposals.** There will be no exceptions.

The City of Newburgh hereby notifies all prospective vendors that it will affirmatively insure that in regard to any Contract entered into pursuant to this Notice, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

The City of Newburgh reserves the right to reject any or all Qualifications and to waive any informality or technicality in any Qualifications deemed to be in the best interest of the City. Contract award may be subject to approval by the City Council.

By Order of the City of Newburgh:

By: _____
Kathryn Mack, City Comptroller

Dated: Tuesday, October 24, 2017

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

Advertisement Date:	Hudson Valley Black Press:	Wednesday, November 1, 2017
	Mid-Hudson Times:	Wednesday, November 1, 2017
	Sentinel	Friday, November 3, 2017

REQUEST FOR QUALIFICATIONS (RFQ)

REAL ESTATE BROKERAGE SERVICES FOR THE CITY OF NEWBURGH, NY

Released: November 1, 2017

Due: December 15, 2017

City of Newburgh

Office of Planning and Development

123 Grand Street

Newburgh, NY 12550

(845) 569-9400

www.cityofnewburgh-ny.gov

Purpose

The City of Newburgh has a portfolio of properties acquired under the provisions of the New York State Real Property Tax Law (RPTL). The City of Newburgh is requesting qualifications from New York State licensed Real Estate Brokers to provide professional brokerage services for marketing, listing and selling select City-owned properties.

Qualifications

A broker must hold a valid real estate broker's license and should have a minimum five years' experience marketing and selling real estate in the City of Newburgh, be a member of the Hudson Gateway Association of REALTORS (HGAR), and offer a competitive commission rate.

Requirements

The applicant must have demonstrated experience in selling residential and/or commercial real estate in the City of Newburgh. Significant experience in selling distressed properties (foreclosures, bank-owned, short sales, etc.) is preferred. The broker will be required to:

- Provide a Comparative Market Analysis (CMA) for each property to be marketed.
- Offer advice and guidance on preparing properties for sale as well as on the marketing of specific properties.
- List properties in the HGAR MLS and provide a copy of the listing to the Department of Planning and Development.

- Advertise the property in local publications and/or through appropriate on-line or social media resources.

Evaluation Criteria

- Experience - Demonstrated experience in preparing, marketing and selling properties - particularly distressed properties (foreclosures, bank-owned, short sales, etc. - in the City of Newburgh. (60%)
- Commission Structure: Competitiveness of commission proposal. (20%)
- Office Location: Preference given to brokers who have a physical office within a 10-miles radius of the City of Newburgh. (20%)

Other Criteria

The relationship to the City of the successful respondent will be that of an independent contractor. As an independent contractor, the broker or the broker's employees will not claim to be an officer or employee of the City of Newburgh.

- The City agrees to pay the broker for services rendered based on the agreed-upon commission rate. The commission will be payable upon the closing of the property.
- All property purchasers must complete the required Private Owner Development Application (PODA), submit a detailed renovation cost estimate, provide proof funds for the purchase and rehabilitation of the property, and complete a credit report authorization form. All purchase offers are subject to the Standards Terms & Conditions of Sale. These documents are available for viewing on the City of Newburgh's website – www.cityofnewburgh-ny.gov
- All purchase offers are subject to review by the Department of Planning and Development, and must be approved by the City Council. More detailed information about the purchase process is described on the Department of Planning and Development's web page of the City of Newburgh's website – www.cityofnewburgh-ny.gov

Submission Material

All applicants should submit one original and four copies of the following:

- Copy of a NYS Real Estate Broker's license.
- Proof of current membership in the Hudson Gateway Association of REALTORS (HGAR).
- Resume of the broker along with a description of any real estate entity by which you are employed or with which you are affiliated - including location, number and nature (full-time, part-time) of professional staff, years in business, and professional associations or designations.
- List of closed sales (address, purchase price and closing date) brokered in the City of Newburgh during the past two years. Respondents should also submit a list of active listings or pending sales within the City of Newburgh. The broker should clearly indicate any sales or listings that qualify as distressed properties (foreclosures, bank-owned, short sales, etc.)
- List of properties in the City of Newburgh owned by the broker – as an individual, partner or as a principal/officer in a corporate entity. Any properties owned by the broker should be current on any municipal obligations (taxes, water and sanitation) and should not have any outstanding building code violations or have a significant history of building code violations. Any vacant properties owned by the broker should be registered on the Vacant Building Registry maintained by the City of Newburgh Code Compliance Bureau. Any rental properties owned by the broker should have a rental license issued the City of Newburgh Code Compliance Bureau.
- Marketing proposal that outlines how the properties will be marketed –MLS listing, signage, advertisements, social media, etc. – as well as recommendations for preparing the property for sale (clean-outs, winterization, securing the property, etc.)
- Proposed commission rate or fee schedule for selling properties and any fee split policy when working with another broker.
- Disclose any potential conflicts of interest with any City of Newburgh elected official(s) or staff.

Submission of Proposals

An evaluation of the responses contained in the previous section will serve as a basis of selection of a Real Estate Broker best suited to meet the City's needs. This may or may not be the Real Estate Broker who offers the lowest commission rate. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

The City may, at its option, interview Real Estate Brokers as part of this selection process. However, selection may take place without such interviews. Applicants are urged to submit proposals as complete as possible on their initial submission. Applicants may be asked to submit additional information, if deemed warranted.

The City of Newburgh may terminate the RFQ process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFQ does not obligate the City of Newburgh to select a Real Estate Broker and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFQ does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this request.

The City may issue addendums or answers to questions for this RFQ through BidNet and it is the responsibility of the Applicant to monitor and respond as requested.

All responses must be received by Responses which do not meet this deadline will not be considered. Faxed or electronic submission will not be considered. All requests must be submitted either by mail or in person to:

City of Newburgh,
Office of the Comptroller, City Hall
83 Broadway, 4th Floor
Newburgh, NY 12550

Please direct all questions regarding this request for proposal in writing to the City of Newburgh's Department of Planning and Development planning@cityofnewburgh-ny.gov.



Request for Qualifications (RFQ)
Real Estate Brokerage Services | City of Newburgh, NY



River Realty Services
PROPERTY / ASSET MANAGEMENT



FOR OFFICE USE ONLY

Control No. 1435494

17277-24

State of New York
Department of State
DIVISION OF LICENSING SERVICES

He it known that, pursuant to the provisions of Article 12A of the Real Property Law

10311204404

HAS BEEN DULY LICENSED TO TRANSACT BUSINESS AS A REAL ESTATE BROKER AND TO BE REPRESENTED BY

RAPHAEL LEE A

12/30/2017
MO DAY YR
EFFECTIVE DATE

12/29/2017
MO DAY YR
EXPIRATION DATE

RIVER REALTY SERVICES INC
117 EXECUTIVE DR STE 100
NEW WINDSOR NY 12553

SECRETARY OF STATE
ROSSANA ROSADO

10311204404

POCKET CARD ID - please sign immediately.

↑
Tear on perforation, cut on solid lines.

STATE OF NEW YORK - DEPARTMENT OF STATE
REAL ESTATE IDENTIFICATION CARD

X

NO. 1435494

FOR OFFICE USE ONLY

SIGNATURE OF PERSON TO WHOM LICENSE IS ISSUED

EFFECTIVE DATE	12/30/17
EXPIRATION DATE	12/29/17
UNIQUE ID NUMBER	10311204404

RIVER REALTY SERVICES INC
117 EXECUTIVE DR STE 100
NEW WINDSOR NY 12553

RAPHAEL LEE A

BROKER

This certifies
the bearer to be
a duly licensed
REAL ESTATE

PLEASE REFER TO THIS UNIQUE ID NUMBER IN ALL
CORRESPONDENCE WITH THIS DEPARTMENT.

(17277 B FOR OFFICE USE ONLY 000272)

Real Estate License and Pocket Card

DOS-104 (Rev. 04/03)



December 8, 2017

Please be advised that Lee A Raphael, with River Realty Services, Inc., is in good standing with the Hudson Gateway Association of REALTORS®, Inc.

2018 National Association of Realtors, New York State Association of Realtors and Hudson Gateway Association of REALTORS® are paid in full.

License # 10311204404
NRDS # 635091127
Office # 643500578

NAR 2013-2016 Quadrennial Ethics Training was completed on November 20, 2016.

Sincerely,



Karen Peters | Director Membership Services
Hudson Gateway Association of REALTORS®
Hudson Gateway Multiple Listing Service

t 845.735.0075
f 914.931.0101

e karen.peters@hgar.com
Hudson Gateway Association of REALTORS®
Hudson Gateway Multiple Listing Service, Inc.

HGAR.com

60 South Broadway
White Plains, NY 10605
914.681.6033 Telephone
914.681.6034 Fax

9 Courten Drive, Suite 1
Cooper, NY 10524
845.294.7905 Telephone

2 Medical Park Drive, Suite 17A
West Nyack, NY 10994
845.735.0075 Telephone

Request for Qualifications (RFQ)
Real Estate Brokerage Services | City of Newburgh, NY



River Realty Services
PROPERTY / ASSET MANAGEMENT

Broker / Brokerage Resume | Lee A. Raphael

Sr. Managing Broker | Lee A. Raphael

Lee A. Raphael, a 23 year real estate veteran, heads Property and Asset Management group at River Realty Services. With his team, Lee has directed the management, marketing and successful disposition of over 3500 distressed and at-risk properties. A leader in his field, he is an active member of the National REO Broker's Association (NRBA), Real Estate Owned Managers of California (REOMAC), New York State REO Brokers (NYSREO), Certified Distressed Property Institute (CDPI) and many other trade and professional organizations. He holds the CDPE (Certified Distressed Property Expert) and DMS (Default Management Specialist) designations. He also has extensive, specialized course work in all facets of real estate and asset management.

Property / Asset Management Group

10 personnel, including full and part time support staff, as well as independent contractors, make up the team. Of these, three Associate Brokers (Brian T. Smith, Desiree Beecham and William Barham) work in conjunction with Lee A. Raphael to manage, market and sell residential and commercial distressed and at-risk properties. Their combined experience is over 75 years.

Brian T. Smith, CDPE, e-PRO, GRI, SFR, AHS
Sr. Associate Real Estate Broker

Desiree Beecham, GRI
Associate Real Estate Broker

William Barham
Associate Real Estate Broker

Diana Lamando, Team Lead
Closing / Escrow / Title

Jean Perry
Offer Management / Negotiations

Kathleen Sweeney
Contracts

Group Highlights:

- 550 residential and commercial at-risk, distressed and bank owned properties sold in 2017.
- Named to the Top 100 Real Estate Teams in the USA by the Wall Street Journal.
- Over 75 years combined experience
- Established in 1985 by founding broker Mark L. Raphael
- Extensive vendor network of professional, licensed contractors, experienced in all facets of distressed property management, preservation and capital repairs.
- Seven licensed agents at River Realty Services focusing exclusively on working with first time buyers, move up buyers and investors. Many of agents have had multiple transactions in the city of Newburgh this year; some are bi-lingual (Spanish, Chinese).

Kerly Scialpi, Licensed Real Estate Agent (Spanish Speaking)
20 City of Newburgh Transactions in 2016

Annette MacClugage, Licensed Real Estate Agent
2 City of Newburgh Transactions 2016

Richard LiCastrì, Licensed Associate Broker
2 City of Newburgh Transactions 2016

Additional licensed Agents working in the city of Newburgh for River Realty Services:

Yvonne Mulholland

Jimmy Cheung (Chinese Speaking)

Lizzie Reyes (Spanish Speaking)

Tara Perry

Tom Santoro

April McDougal

Dergham C. Dergham

Request for Qualifications (RFQ)
Real Estate Brokerage Services | City of Newburgh, NY



List of Closed Sales - Last Two Years - City of Newburgh

Street Number	Address	Sold Price	Closed Date	Sale Type	Street Number	Address	Sold Price	Closed Date	Sale Type
243	Third Street	\$ 30,000	12/18/2015	REO/Distressed	40	Allison Avenue	\$ 120,000	10/7/2016	REO/Distressed
47	Carpenter Avenue	\$ 30,000	12/28/2015	REO/Distressed	43	Hudson View Terrace	\$ 54,000	10/20/2016	REO/Distressed
424	Carpenter Avenue	\$ 57,000	12/29/2015	REO/Distressed	155	Fullerton Ave	\$ 40,000	10/21/2016	REO/Distressed
130	Fullerton Avenue	\$ 25,000	12/30/2015	REO/Distressed	195	Chambers Street	\$ 12,500	10/26/2016	REO/Distressed
39	Carter Street	\$ 26,000	1/8/2016	REO/Distressed	49	Carpenter Avenue	\$ 35,000	10/27/2016	REO/Distressed
154	South Street	\$ 9,000	1/21/2016	REO/Distressed	18	Benkard Avenue	\$ 31,500	10/28/2016	REO/Distressed
32	City Terrace	\$ 2,500	1/22/2016	REO/Distressed	11	Nott Place	\$ 55,000	11/1/2016	REO/Distressed
142	Chambers Street	\$ 45,000	1/25/2016	REO/Distressed	46	Wilkin Street	\$ 49,500	11/17/2016	REO/Distressed
3-4	Williamsburg Drive	\$ 116,500	2/3/2016	REO/Distressed	14	Dubois Street	\$ 33,000	11/21/2016	REO/Distressed
200	South Street	\$ 9,700	2/10/2016	REO/Distressed	47	South Miller Street	\$ 28,900	11/28/2016	REO/Distressed
77	Benkard Avenue	\$ 22,000	2/24/2016	REO/Distressed	90	City Terrace	\$ 24,000	11/30/2016	REO/Distressed
100	Carson Avenue	\$ 14,750	2/25/2016	REO/Distressed	101	Liberty Street	\$ 262,000	12/2/2016	REO/Distressed
20	Pierces Road	\$ 40,000	3/4/2016	REO/Distressed	424	Carpenter Avenue	\$ 50,100	12/5/2016	REO/Distressed
30	Fullerton Avenue	\$ 77,000	3/21/2016	REO/Distressed	154	Grand Street	\$ 180,000	12/16/2016	REO/Distressed
12	Hudson View Terrace	\$ 44,000	3/30/2016	REO/Distressed	20	Nott Place	\$ 95,000	12/19/2016	REO/Distressed
65	Carson Avenue	\$ 35,000	3/31/2016	REO/Distressed	268	Grand Street	\$ 275,000	2/15/2017	REO/Distressed
101	West Street	\$ 85,000	4/22/2016	REO/Distressed	172	Grand Street	\$ 265,000	3/13/2017	REO/Distressed
42	Carpenter Avenue	\$ 18,500	4/28/2016	REO/Distressed	12	Liberty Street WH	\$ 55,000	3/20/2017	REO/Distressed
145	Johnston Street	\$ 4,990	4/28/2016	REO/Distressed	90	Broad Street	\$ 269,900	4/3/2017	REO/Distressed
410	Robinson Avenue	\$ 10,800	4/29/2016	REO/Distressed	118	West Street	\$ 45,000	4/19/2017	REO/Distressed
221	North Miller Street	\$ 17,500	5/26/2016	REO/Distressed	58	Courtney Avenue	\$ 110,000	4/28/2017	REO/Distressed
312	South Street	\$ 13,500	5/27/2016	REO/Distressed	23	Hasbrouck Street	\$ 33,000	5/19/2017	REO/Distressed
86	Prospect Street	\$ 42,000	6/1/2016	REO/Distressed	61	Courtney Avenue	\$ 110,000	6/8/2017	REO/Distressed
547	South Street	\$ 33,155	6/16/2016	REO/Distressed	74	Van Ness Street	\$ 38,000	6/15/2017	REO/Distressed
31	Maple Street	\$ 50,000	7/13/2016	REO/Distressed	408	Carpenter Avenue	\$ 79,900	6/23/2017	REO/Distressed
331	Carpenter Avenue	\$ 160,000	7/22/2016	REO/Distressed	5	Hillcrest Place	\$ 75,000	6/27/2017	REO/Distressed
8	Little Monument Street	\$ 5,100	7/27/2016	REO/Distressed	28	Sherman Drive	\$ 96,000	6/27/2017	REO/Distressed
350	Water Street	\$ 80,000	7/28/2016	REO/Distressed	1	Norton Street	\$ 46,900	8/8/2017	REO/Distressed
91	City Terrace	\$ 45,100	8/1/2016	REO/Distressed	14	Maple Street	\$ 55,000	8/9/2017	REO/Distressed
177	Liberty Street	\$ 26,000	8/8/2016	REO/Distressed	91	Thompson Street	\$ 130,000	8/30/2017	REO/Distressed
169	Fullerton Avenue	\$ 35,000	8/19/2016	REO/Distressed	17	Hawthorne Avenue	\$ 123,700	8/31/2017	REO/Distressed
298	Liberty Street	\$ 35,000	8/25/2016	REO/Distressed	44	Johnes Street	\$ 42,500	9/28/2017	REO/Distressed
3	Columbus Lane	\$ 83,000	8/26/2016	REO/Distressed	408	Carpenter Avenue	\$ 85,000	10/13/2017	REO/Distressed
72	Valley Avenue	\$ 146,000	9/12/2016	REO/Distressed	258	1st Street	\$ 35,200	10/19/2017	REO/Distressed
16-18	City Terrace	\$ 31,000	9/14/2016	REO/Distressed	32	Benkard Avenue	\$ 95,000	11/15/2017	REO/Distressed
274	Van Ness Street	\$ 57,000	10/7/2016	REO/Distressed	16	Carroll Street	\$ 87,700	11/27/2017	REO/Distressed

Request for Qualifications (RFQ)
Real Estate Brokerage Services | City of Newburgh, NY



List of Active / Pending Sales - City of Newburgh

Listing Status	Street#	Address	Sale Type
Active	34	Roe Street	Retail
Active	61	Townsend Avenue	REO/Distressed
Active	16	Russell Road	REO/Distressed
Active	162	First Street	Retail
Active	31	Brady Avenue	REO/Distressed
Active	30	Columbus Avenue	REO/Distressed
Active	603	Broadway	Retail / Rental
Pending	424	Carpenter Avenue	Retail
Pending	68	Bay View Terrace	REO/Distressed
Pending	72	Farrington Street	REO/Distressed
Pending	263	Grand Street	REO/Distressed

Request for Qualifications (RFQ)
Real Estate Brokerage Services | City of Newburgh, NY

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River Realty Services
PROPERTY / ASSET MANAGEMENT

Marketing Proposal

River Realty Services provides broad market exposure for all of its properties through the following proven platforms, systems and techniques listed below:

- Membership in five MLS systems as well as LoopNet Commercial MLS
- Custom website with 25000 hits per month—www.riverrealty.com
- Targeted, professional broadcast e-mailing to proprietary database of over 7500 investors, home buyers and real estate brokers.
- Signage placed at each property
- Additional internet exposure with listings showcased on Craigslist, Facebook, Instagram, Twitter and LinkedIn.
- Properties franchised to over 75 real estate related websites via the ListHub Portal, including: Trulia, Zillow, realtor.com, yahoo realestate.com and scores of other sites.



Request for Qualifications (RFQ)
Real Estate Brokerage Services | City of Newburgh, NY



Preservation and Maintenance (P & M) of City-Owned Properties

River Realty Services recommends basic property preservation and maintenance (P&M) for city-owned properties throughout the life of the listing. P&M stabilizes the asset, mitigates risk and contributes value. P&M includes: lock changes, securing, debris removal and winterization as well as ongoing services like snow removal, lawn service, utility payment and other services.

River Realty Services offers (P & M) oversight and coordination through an established vendor network of skilled, insured contractors and tradesmen. Services include: one source bill payment/reimbursement, utility management, re-key/securing, debris removal, boarding, winterization, lawn services, shovel/plow service, smoke/CO2 detector installation and other services.

⇒ One Source Bill Payment/Reimbursement:

All bills accrued as a result of work overseen and coordinated by River are paid by River and then submitted for reimbursement. This includes onetime bills for P&M services like re-keying/securing, boarding and winterization. Also, bills for recurring services like utility payments to Central Hudson and other recurring vendors. The benefit is a streamlined payment and reimbursement process that results in a single statement summary from River, with supporting documents (original invoices, copies of checks paid to vendors, mounted before and after pictures of work completed), to be paid on a bi-weekly or monthly basis with one check by the City.

⇒ Re-key/Securing/Boarding:

River Realty Services will engage a qualified, insured P&M vendor to re-key and secure the property. If boarding is required, the vendor will scope the work needed and provide a bid for same to present for approval. Knob locks will be replaced, as needed, as well as pad locks and slide-bolts for additional securing where required. Finally, the vendor will ensure all windows and ancillary doors are shut and secure before leaving. While onsite, the vendor will take a full set of photos and advise of any health or safety issues. Most times they will be accompanied by staff or agents from River.

⇒ Debris Removal:

Debris removal is as an industry best practice that maximizes property value and ensures safe viewings for agents and buyers. As a broker-direct service, River Realty Services engages insured vendors to remove all interior and exterior debris situated throughout the property. Hazards and items needing special handling are itemized separately; fees include labor costs, hauling and proper disposal. Cost is based on a cubic yard basis.

⇒ Winterization:

Winterization is done by a qualified, insured P&M vendor with a licensed plumber on staff.

Winterizing is a means of preserving domestic plumbing and hot water heating systems as well as means of deterrence from future damage. Winterization includes: (1) draining the system and blowing out excess water with compressed air; (2) adding anti-freeze traps; (3) disabling the water source; (4) posting stickers/signs warning against tampering; (5) completion of a winterization certificate by the vendor. Winterization is done by a qualified, insured P&M vendor with a licensed plumber on staff.



Preservation and Maintenance (P & M) of City-Owned Properties (continued)

⇒ Lawn Service:

For listings assigned and as a broker-direct service, River will obtain bids for initial lawn cut and clean up as well as ongoing / bi-weekly lawn cuts (2 cuts per month) during the lawn cut season. Initial lawn will include: lawn mowing, trimming of all shrubbery, raking of accumulated leaves from previous seasons, edging, removal of grass/shrub clippings and leaves, weeding any flower beds, sweeping of walks, driveway, patios, and porches. Ongoing service maintain the yard and landscaping as outlined on a bi-weekly basis.

⇒ Shovel/Plow Service:

Snow removal is completed on a per incident basis. Snow and ice is removed from driveway, public sidewalk, walkways, steps, and front stoop. Sanding and salting is completed as needed.

⇒ Smoke / CO2 Installation

Per New York State regulations and local Municipal Safety Code, install smoke detectors to meet minimum standard of one smoke detector in each bedroom, with a minimum of one per floor. Also, install carbon monoxide detectors to meet minimum standard of one carbon monoxide detector outside of each sleeping area, with a minimum of one per floor.



Disclosure Information | River Realty Services, Inc. | Lee A. Raphael

- ◆ List of properties owned in the city of Newburgh by the broker as an individual, partner or as a principal / officer in a corporate entity:

The broker owns no properties in the city of Newburgh in any capacity; individual, partner or as principal / officer in a corporate entity.

- ◆ Potential conflicts of interest with any city of Newburgh elected official (s) or staff.

The broker has no known conflicts of interest with any elected City official or staff.

Proposed Commission Rate / Fee Schedule and Cooperating Broker Split

- ◆ River Realty Services, Inc. will charge a commission of 5% (five percent) of the sale price of any property, or a flat fee of \$2500, whichever is greater.
- ◆ River Realty Services, Inc. further agrees to offer 2.5% (two and one-half percent) of the sales price or a flat fee of \$1250, whichever is greater, to cooperating Brokers who successfully procure a purchaser who closed the purchase of a property for sale.

Total Commission	Total Flat Fee
5%	\$2500
Cooperating Broker Total Commission	Cooperating Broker Flat Fee
2.5%	\$1250

Contact Information

Lee A. Raphael | Senior Managing Broker | Property / Asset Management

River Realty Services, Inc.
117 Executive Drive, Suite 100
New Windsor, NY 12553

Direct 914.474.8146
Office 845.564.2800 x116
Fax 845.546.0700

E-mail: Lraphael@riverrealty.com
Web: www.riverrealty.com

Request for Qualifications (RFQ)
Real Estate Brokerage Services | City of Newburgh, NY



River Realty Services
PROPERTY / ASSET MANAGEMENT

SUMMARY OF WORKSHEETS SUBMITTED FOR 2017 RFQ FOR REAL ESTATE SERVICES

	Total Points Awarded by HR	Total Points Awarded by JM	Total Points Awarded by MK	Total Points Awarded by DK	Total Points Awarded by DG	Average	Median	Ranking of Averages	Ranking of Medians
Better Homes & Garden	27	54.6	63	64.8	46.8	51.24	54.6	5	5
Dorothy Jensen Realty Inc.	30	8.4	18	30	21	21.48	21	11	11
1st Indepdent Realty Group Inc.	36	36.6	63	64.8	63	52.68	63	4	4
Hudson Valley Home Connection	39	33	45	55.8	42	42.96	42	7	7
Imagine Properties NY	0	20.4	6	21	39	17.28	20.4	12	12
iRealty	30	13.8	6	42	48.6	28.08	30	9	9
Keller Williams	39	54	51	48	60.18	50.436	51	6	6
George Koudounas	57	69	78	67.8	75	69.36	69	3	3
Stacie Laskin	78	73.98	85.2	79.8	76.98	78.792	78	2	2
Joann L. Perna	27	25.8	18	40.8	30.6	28.44	27	8	10
River Realty	75	97.92	92.4	97.2	90.6	90.624	92.4	1	1
Virtual Realty Group	0	36	45	39	0	24	36	10	8

RESOLUTION NO.: _____-2018

OF

MARCH 12, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH
THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT
ALLOWING THE NFA CREW USE AND ACCESS TO
WARD BROTHERS MEMORIAL ROWING PARK**

WHEREAS, by Resolution No. 211-1999, the City Council of the City of Newburgh dedicated a parcel of land identified as Section 49, Block 2, Lot 5.1-2 on the official tax map of the City of Newburgh as Ward Brothers Memorial Rowing Park for use as a place where non-mechanically powered watercraft may launched; and

WHEREAS, the Newburgh Enlarged City School District (the "District") requires a suitable location for the Newburgh Free Academy Crew Team ("NFA Crew") to hold rowing practice and competitions; and

WHEREAS, the City of Newburgh (the "City") wished to encourage and support the students' ability to participate in the sport of rowing; and

WHEREAS, the District and the City recognize the need to formalize their respective obligations in providing use and access to Ward Brothers Memorial Rowing Park by the NFA Crew;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a License Agreement with the Newburgh Enlarged City School District in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, same as being required by law and in the best interests of the City of Newburgh, and any other documents as may be required by law, rule or regulations, to allow the NFA Crew use and access to Ward Brothers Memorial Rowing Park.

This Agreement made this _____ day of March, 2018 by and between 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 and the Newburgh Enlarged City School District, a school district organized and existing under the law of the State of New York with an office located at 124 Grand Street, Newburgh, New York 12550.

WITNESSETH

WHEREAS, by Resolution No. 211-1999, the City Council of the City of Newburgh dedicated a parcel of land identified as Section 49, Block 2, Lot 5.1-2 on the official tax map of the City of Newburgh as Ward Brothers Memorial Rowing Park for use as a place where non-mechanically powered watercraft may launched; and

WHEREAS, the Newburgh Enlarged City School District (the "District") requires a suitable location for the Newburgh Free Academy Crew Team ("NFA Crew") to hold rowing practice and competitions; and

WHEREAS, the City of Newburgh (the "City") wishes to encourage and support the students' ability to participate in the sport of rowing; and

WHEREAS, the District and the City recognize the need to formalize their respective obligations in providing use and access to Ward Brothers Memorial Rowing Park by the NFA Crew; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately;

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

1. Grant of license. The City hereby represents that it owns Ward Brothers Memorial Rowing Park in the City of Newburgh, and more accurately described as Section 49, Block 1, Lot 5.1-2 on the official tax map of the City of Newburgh, and that it has duly authorized this Agreement. The City does hereby grant a revocable and non-exclusive license to the District and the NFA Crew, subject to the terms and conditions hereinafter stated, to enter and access Ward Brothers Memorial Rowing Park for the purposes of high school students to train, practice and conduct competitions in the sport of rowing.
2. Obligations of the District. Installation, maintenance, repair; compliance with laws, rules and regulations.
 - a. The District may install, repair and maintain docks, using or not using the existing bulkheads, on said premises in such location and position as may be approved by the City. All such work upon or under the property of the City shall be performed in such manner as will be satisfactory to the City.

- b. The District may install a non-permanent and removable storage container to be located on the north side near existing fence to be removed during cold-weather months.
 - c. The District shall be responsible for all costs of installation, maintenance, repair, replacement, and removal of the docks and storage container and to keep same in good, safe, and working condition throughout the term of this License.
 - d. The District shall be responsible for obtaining all permits and land use approvals that are required for the installation, maintenance, repair, replacement of the docks and storage container and comply with all applicable Federal, State, County, and City laws, ordinances, rules, and regulations throughout the term of this License.
3. Term: The term of this Agreement shall commence upon execution by all parties to this Agreement and terminate on June 30, 2022. Upon termination of this Agreement, the District shall remove the docks, storage container and other equipment from the premises. This Agreement may be renewed for additional terms upon mutual written agreement of the parties.
4. Insurance. The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.
- A. Workers' Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.
 - B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it. The City shall be named as an additional insured on all such policies to protect it from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:
 - 1. General Liability Insurance in an amount 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.
 - 2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish evidence of such insurance to the City prior to commencement of this agreement and each year this agreement is in force. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section

3 and name Licensor as an additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

5. Damages. It is hereby mutually covenanted and agreed that the relationship of the District to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, the District will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The District shall make good any damages that may occur in consequence of the performance of the work or any part of it. The District shall assume all blame, loss and responsibility of any nature by reason of the District's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the District and/or the nature of its performance or arising out of its activities licensed hereby.
6. Indemnity and Save Harmless Agreement.
 - A. The District 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 District.
 - B. The City agrees to indemnify and save the District, its officers, agents and employees harmless from any liability imposed upon the District, its officers, agents and/or employees arising from the negligence, active or passive, of the City.
7. Assignment of License; no sub-licensing. In accordance with the provisions of Section 109 of the General Municipal Law, the District is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City. The District may not sub-license this License to any other party.
8. Termination of License. Either party may terminate this License prior to June 30, 2022, with or without cause, on at least thirty (30) days prior written notice to the other party. In the event of such termination by either party, the District shall not be entitled to reimbursement of any of its costs, including but not limited to, those for construction, maintenance, repair, replacement, and removal of the docks, storage container, or any other equipment. Upon termination, the District and its agents, volunteers, employees and contractors, will restore the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.
9. New York law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York State Supreme Court, Orange County.

10. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.
11. No Vested Rights to Land. 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.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

NEWBURGH ENLARGED CITY SCHOOL DISTRICT
LICENSEE

By: _____
Carole Mineo, Board President
Per Resolution No.:

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

ORDINANCE NO.: _____-2018

OF

MARCH 12, 2018

AN ORDINANCE AMENDING SECTION 288-66 OF THE CODE OF ORDINANCES
ADDING STOP SIGNS AT THE INTERSECTION OF SOUTH STREET
AND MONTGOMERY STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-66, Schedule VIII: Stop Intersections, be and is hereby amended to add two stops sign as follows:

Section 1. § 288-66. Schedule VIII: Stop Intersections.

In accordance with the provisions of § 288-14, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
<u>South Street</u>	<u>Both</u>	<u>Montgomery Street</u>

Section 2. This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

LOCAL LAW NO.: _____-2018

OF

MARCH 12, 2018

**A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED “SEWER USE RENTS”
OF THE CITY OF NEWBURGH CODE OF ORDINANCES TO INCREASE
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER’S ANNUAL WATER BILL**

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled ‘Sewer Use Rents’ to Increase Sewer Use Rents to 104 Percent of the Customer’s Annual Water Bill”.

SECTION 2 - AMENDMENT

Section 248-1(B)(1) “Sewer Use Rents” shall be amended to read as follows:

Section 248-1. Imposition; method of determination.

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

B. Sewer use rents.

- (1) The sewer use rent shall be ~~100~~ 104% of the customer’s annual water bill, except as specified in Subsection B(2) and B(3).

SECTION 3 - VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: 45 - 2018

OF

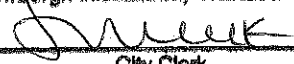
FEBRUARY 12, 2018

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 26, 2018
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW
AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS" TO INCREASE
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled "Sewer Use Rents" to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 26th day of February, 2018, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

I, Lorena Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Feb 13, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 13 day of Feb. 2018


City Clerk

LOCAL LAW NO.: _____-2018

OF

A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS"
OF THE CITY OF NEWBURGH CODE OF ORDINANCES TO INCREASE
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled 'Sewer Use Rents' to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill".

SECTION 2 - AMENDMENT

Section 248-1(B)(1) "Sewer Use Rents" shall be amended to read as follows:

Section 248-1. Imposition; method of determination.

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

B. Sewer use rents.

- (1) The sewer use rent shall be ~~400~~ 104% of the customer's annual water bill, except as specified in Subsection B(2) and B(3).

SECTION 3 - VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

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

DRAFT

Underlining denotes additions
~~Strikethrough~~ denotes deletions

Regional Sewer and Water Rates

Town/City	Water Usage Rate Converted to Gallons	Sewer Usage Rate Converted to Gallons
Middletown	\$.0096/gallon	\$.0064/gallon
Fishkill	\$.0018/gallon	\$.0069/gallon
Newburgh	\$.0061/gallon	\$.0064/gallon
*Sewer rate includes 4% increase		
Poughkeepsie	\$.0043/gallon	\$.0036/gallon
Kingston	\$.0153/gallon	\$.0079/gallons

Surrounding Cities Water and Sewer Breakdown 2018										
Location	Type	County	Population	Last Water Rate Change	Last Sewer Rate Change	Sewer System	Which usage measure does your municipality use for Sewer Rates?	Water Rate	Minimum Charge per Billing Cycle/Usage Allowance	Sewer Rate
Albany	City	Albany	98,111	9/15/2012		Combined	Water Consumption	\$2.67/748 gallons (100 Cubic Ft)		\$2.67/748 gallons (100 Cubic Ft)
Beacon	City	Dutchess	15,541	not recently	10% increase 2017 '10% increase 2018	Separate	Water Consumption	1st 0-6 Units \$28.36//+1 unit 4.04		1st 0-6 Units \$16.81// \$2.23 unit
Fishkill	Village	Dutchess	2,171	March 2013	January 2013	Combined	Metered	\$13.75 per 1000 CF after 1000 CF \$8.94 per 1,000 CF		\$31.25 per 600 CF after 1000 CF \$4.74 per 100 CF
Hudson	City	Columbia	134,309			Combined				
Kingston	City	Ulster	23,210			Combined	Per unit of Water	0-4 Units Minimum \$46.01 (1 unit=100 Cu Ft) increased rate in addition to additional units		5.92/unit (100 Cu FT)
Middletown	City	Orange	28,086	January 2017	December 2017	Separate	Billed for gallons of water used	\$9.64/1000		\$6.42/1000
Newburgh (City)	City	Orange	28,866	April 2013	April 2013	Combined	Percentage of Water Bill	\$6.13/1000	Minimum charge is based on the size of the meter: 5/8" is 6,000 gallons, 3/4" is 14,000 gallons, 1" is 24,000 gallons, 1 1/2" is 42,000 gallons, 2" is 83,000 gallons, 3" is 120,000 gallons, 4" is 180,000 gallons, 6" is 315,000 gallons, 8" is 675,000 gallons anything over the minimum is \$6.13/gallon.	\$6.13/1000
Newburgh (TOWN)	Town	Orange	29,801	1/1/2016	1/1/2016	Combined		7500 Gallons or Less \$16.00+increments of (\$4.40/5.20 and 6.20/thousand gallons)		Various Range (\$4.40 to \$7.20-dependant on location)
Peekskill	City	Westchester	24,053			Combined				
Poughkeepsie	City	Dutchess	32,736	January 2017	January 2017	Combined	Percentage of Water Bill	\$4.30/unit		\$3.60/unit
Yonkers	City	Westchester	195,979			Combined	Basic Service Charge \$118.79 per Cycle (2x per year)	3.79/ 100 Cubic Feet		0.94/100 Cubic Feet

Water Rate per Gallon	Sewer Rate Per Gallon
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\$.0036 Per gallon \$.0036 Per gallon

\$.0024 per gallon \$.0022 per gallon

\$.0018 per gallon up to 7480 gallons \$.0069 per gallon

\$0.153 per gallon for 4 units \$.0079 per gallon
\$0096 per gallon \$.0064 Per gallon

5/8 meter Minimum Bill \$.0061 per gallon \$.0064 Per gallon with 4% increase if adopted

\$0022 per gallon up to 7500 Gallons Low Point \$.0059 High Point \$.0096

\$.0043 Gallon \$.0036 Per gallon
\$0.0051 per gallon up to 750 gallons \$.0013 per gallon