City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
April 5, 2018
6:00 PM

Council Meeting Presentations

1. Executive Session

   Pending, proposed or current litigation

Work Session Presentations

2. A Presentation by Christine McCartney, Jackie Hessey and Newburgh Free Academy Excelsior Students on the Newburgh Youth Leadership Summit and Enlightenment Expo in May 2018

   Excelsior Academy in the Newburgh Enlarged City School District requests the City of Newburgh to partner on May 19, 2018 for a Newburgh Youth Leadership Summit being held at Newburgh Free Academy (NFA) Main Campus for the purpose of creating a forum for young people.

   La Academia Excelsior en el Distrito Escolar de la Ciudad de Newburgh pide a la Ciudad de Newburgh asociarse el 19 de mayo de 2018 para una Cumbre de Liderazgo Juvenil de Newburgh que se llevara a cabo en "Newburgh Free Academy" (NFA) Campus Principal con el propósito de crear un foro para los jóvenes.

3. Apply and Accept Award SAFER Grant

   (Joe Donat & Assistant Chief Terry Ahlers)

   Solicitar y aceptar la subvención SAFER (Joe Donat y Asistente de Jefe Terry Ahlers)

4. Proposed Contract with a Realtor to Market Select City Properties

   Resolution authorizing the City Manager to enter into an agreement with River Realty Services, Inc. for real estate brokerage services.

   Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con "River Realty Services, Inc. Para servicios de intermediación de bienes raíces.

5. Discussion on the RFP for 109 South William Street

   Discusión sobre la solicitud de propuesta (RFP) para la 109 de la Calle South William

Engineering/Ingeniería

6. Resolution supporting removal of Strooks Felt Dam

Resolution of the City Council of the City of Newburgh, New York supporting the removal of the Strooks Felt Dam. (Jason Morris)

Resolución del Concejo Municipal de la Ciudad de Newburgh, Nueva York apoyando el retiro del dique Strooks Felt. (Jason Morris)

7. Resolution endorsing Riverkeeper grant application for Strooks Felt Dam removal

   Resolution endorsing the application of Riverkeeper for a New York State Department of Environmental Conservation Round 23 Hudson River Estuary Tributary Restoration and Resiliency Program Grant for Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek Project. (Jason Morris)

   Una resolución que respalda la aplicación de Reiverkeeper para una subvención del programa Afluente Tributario del Rio Hudson Ronda 23 del Departamento de Conservación Medioambiental para restaurar el pasaje Herring y Eel: Retirando el dique Strooks Felt en el Proyecto Cala del Quassaick. (Jason Morris)

Planning and Economic Development/Planificación y Desarrollo Económico

8. Release of Covenants for 307 Liberty Street

   Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Umar Ahmad to the premises known as 307 Liberty Street (Section 11, Block 5, Lot 11) (Deirdre Glenn)

   Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho al reingreso de una escritura emitida a Umar Ahmad a las instalaciones conocidas como la 307 de la Calle Liberty (Sección 11, Bloque 5, Lote 11) (Deirdre Glenn)

9. Purchase of 79 William Street

   Resolution to authorize the conveyance of real property known as 79 William Street (Section 39, Block 2, Lot 23) at private sale to Bissesar Alvin Moonesar for the amount of $17,000.00.(Deirdre Glenn)

   Una resolución autorizando el traspaso de bienes raíces conocidas como la 79 de la Calle William (Sección 39, Bloque 2, Lote 23) en una venta privada a Bissesar Alvin Moonesar por la cantidad de $17,000.00. (Deirdre Glenn)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

10. SNY Play Ball Grant

    Resolution authorizing the City Manager to accept if awarded a SNY Play Ball Grant presented by Memorial Sloan Kettering Cancer Center in the amount of $5,000.00. (Katie Mack)

    Una resolución autorizando al Gerente de la Ciudad a aceptar si es otorgado una subvención "SNY Play Ball" presentado por el Centro

Conmemorativo de Cáncer Sloan Kettering por el monto de $5,000.00. (Katie Mack)

Ordinances/ Decretos

11. Ordinance amending Chapter 163 "Fees" to provide a fee for replacement of lost electrical or plumbing licenses

    Ordinance amending Chapter 163 entitled “Fees” of the Code of the City of Newburgh to provide a fee for the replacement of lost electrical or plumbing licenses. (Michelle Kelson)

    Una Ordenanza enmendando el Capítulo 163 titulado “costos” del Código de Ordenanzas de la Ciudad de Newburgh para proporcionar un costo por el reemplazo de licencias eléctricas o de plomería. (Michelle Kelson)

Discussion Items/Temas de Discusión

12. Snow Emergency Rules and Regulations

    (Councilman Jonathan Jacobson)

    Reglas y Regulaciones de Emergencia de Nieve (Concejal Jonathan Jacobson)

Fay, Naomi

From:	suriana rodriguez <srodriguez.ptech@gmail.com>
Sent:	Friday, March 16, 2018 10:10 AM
To:	Ciaravino, Michael
Cc:	banjorin.ptech@gmail.com; christine mccartney; Jacqueline Hesse; Torrance Harvey; Azariah McLymore; Kevin Rothman
Subject:	Newburgh Youth Leadership Summit and Enlightenment Expo

Dear Mr. Ciaravino,

My name is Suriana Rodriguez. I am writing with my classmate, Babatunde Anjorin, under the auspices of Excelsior Academy in the Newburgh Enlarged City School District to request to partner with the City of Newburgh on May 19th, 2018 for a Newburgh Youth Leadership Summit being held at Newburgh Free Academy Main Campus for the purpose of creating a forum for young people in Newburgh to share their ideas. The event will begin with leadership activities for elementary students, facilitated by members of the Excelsior Academy senior class. Then, middle school students will have an opportunity to showcase issues and ideas that are important to them, through a Leadership Expo and short, informal presentations. Later that day, NFA seniors will share their knowledge about what it means to be a youth leader in the community. Last, we will feature music and dance performances from some of the region's best talents.

In addition, we are requesting for Fullerton Avenue between South Street and Columbus Avenue to be blocked off for Food Trucks as part of the event. It was Councilman Harvey who brought it to our attention that a partnership might be possible. Our teachers, Mrs. McCartney and Mrs. Hesse also suggested that you might be the best place to start to make this happen. This event is for the community at large and will hopefully bring the community together and inform the residents of Newburgh about our rich history.

We are hoping that this can be placed as an action item at the next City Council work session on Thursday, March 22nd. If it is useful, we can send some Excelsior students down to present to the council about the event.

Please let us know at your earliest convenience if you think this is a possibility. If this does work out, we would list the city of Newburgh as a sponsor on our website and on our banners at the performance.

Thank you and we look forward to hearing from you,
Suriana Rodriguez and Baba Anjorin

RESOLUTION NO.: _____ - 2018

OF

APRIL 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RIVER REALTY SERVICES, INC. FOR REAL ESTATE BROKERAGE SERVICES

WHEREAS, on November 1, 2017 the City of Newburgh issued a Request for Proposals for Real Estate Brokerage Services; and

WHEREAS, a total of twelve (12) proposals were duly received and opened on December 5, 2017; and

WHEREAS, the proposals have been reviewed by the necessary and appropriate staff; and

WHEREAS, upon such review of the submitted proposals it has been determined that River Realty Services, Inc. provided a proposal that was consistent with the needs of the City, has a firm understanding of the local real estate market and have proven successes with distressed property, and proposed the most economic commission; and

WHEREAS, this Council has reviewed the attached proposal and has determined that entering into a contract for real estate brokerage services with River Realty Services, Inc. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into a Master Listing Agreement with River Realty Services, Inc., in substantially the same form as annexed hereto with terms and conditions approved by the Corporation Counsel, for real estate brokerage services.

MASTER LISTING AGREEMENT Cover Page

This Master Listing Agreement (the "Agreement") is entered into by and between the City of Newburgh ("City" or "Seller"), and the party identified below as "Brokerage Firm" ("Brokerage Firm" or "Broker"). Capitalized terms that are used in this Agreement, but not defined contextually, will have the meanings ascribed to them in **Section 14 (Definitions).**

Effective Date of Agreement: _____

Brokerage Firm Information

Name of Entity:	**RIVER REALTY SERVICES, INC.**		
Name of Individual signing on behalf of Entity:	LEE A. RAPHAEL	**Brokerage Firm is a (check one):**	Sole Proprietorship
Title:	BROKER/OWNER	**x**	Corporation
Address:	117 EXECUTIVE DRIVE, SUITE 100,NEW WINDSOR, NEW YORK 12553		Limited Liability Company
Telephone:	845-564-2800		General Partnership
Mobile:	914-474-8146		Limited Partnership
Fax:	845-564-0700		Other (Describe_____)
Email:	LRAPHAEL@riverrealty.com	**State in which Brokerage Firm's Business Entity was formed:**	NY
Brokerage Firm should receive legal notices under this Agreement (check one):	**Yes** No	**Brokerage Firm's Federal Tax ID Number:**	30-0488660
		City of Newburgh Point of Contact	
		Name:	
		Title:	
		Address:	83 Broadway
			Newburgh, NY 12550
		Telephone:	
		Mobile:	
		Fax:	
		E-mail:	

[SIGNATURE PAGE FOLLOWS]

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MASTER LISTING AGREEMENT Signature Page

By the signatures of their duly authorized representatives below, both parties acknowledge the value and sufficiency of the consideration for entering into this Agreement and agree to be bound by its terms.

CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550

By: _____
Name of Authorized Signatory: Michael G. Ciaravino
Title: City Manager
Date:
Per Res. No.

BROKERAGE FIRM: RIVER REALTY SERVICES, INC.

By: _____
Name of Authorized Signatory: Lee A. Raphael
Title: President
Date:

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MASTER LISTING AGREEMENT
General Terms and Conditions

RECITALS

WHEREAS, the City is the owner of various parcels of real property (individually, a "Property" and collectively, the "Properties");

WHEREAS, Broker is in the business of listing and selling real property and providing certain brokerage and asset management services on behalf of owners of real property; and

WHEREAS, the City is in need of such services in relation to the City's Properties;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Parties –
This Agreement is entered into by and between Broker and the City, as owner and seller of each of the Properties identified by the City in the manner described below.

2. Effective Date –
This Agreement is effective as of the date indicated as the "Effective Date" on the Cover Page of this Agreement or, in the event that no date is so indicated, as of the latest date of a party to execute this Agreement (the "Effective Date").

3. Term –
The term of this Agreement shall commence on the Effective Date and continue for a period of (1) one year or until terminated as provided in Section 6 (Termination) (the "Term").

4. Services –

A. Property Assignments.
The City may assign Properties to Broker prior to listing the Properties for sale (each, a "Property Assignment" and, collectively, the "Property Assignments") by emailing the broker the address of the Property and its section, block and lot numbers ("SBL").

Broker agrees to perform certain Services with respect to each of the Property Assignments, which such Services include the issuance of broker price opinions and other Services described herein.

B. Property Listings.
The City will offer to list Properties with Broker for sale, from time to time, by issuing one or more listing supplements to this Agreement (each, a "Listing Supplement" and, collectively, the "Listing Supplements") identifying the Properties in connection with which Broker will perform the Services.

Broker will indicate its acceptance of a Property listing (i) by commencing performance under the applicable Listing Supplement and (ii) returning a signed copy of the Listing Supplement, via

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e-mail or fax, to the City.

Each Listing Supplement that has been accepted by Broker is incorporated in this Agreement by reference. Each Property identified in such a Listing Supplement is referred to herein as a "Property Listing."

C. Delegation of Authority from Broker to Listing Agents to Accept Property Assignments and Property Listings on Behalf of Broker.

Broker may identify Listing Agents who are working on Broker's behalf to negotiate and arrange Property sales. Listing Agents may be identified by Broker through the Broker's own, internal Property Assignment System or other electronic platform or non-electronic means designated for such purpose by the Broker. Broker acknowledges and agrees that all such Listing Agents are authorized to (1) act on its behalf with respect to the acceptance of Property Assignments and Property Listings under sub-sections (A) and (B) above and (2) act on its behalf with respect to the management of such assignments and listings through the sale process. Each Property Assignment and Property Listing accepted by any such Listing Agent shall be deemed to have been accepted by Broker hereunder.

D. Exclusivity.
The City employs Broker as its sole exclusive agent for the sale of the Properties it has or will have, or will acquire title to, which are identified in the Listing Supplements.

E. Listing Period.
Broker has the exclusive right to sell a Property during the listing period set forth in the applicable Listing Supplement or any subsequent extension thereof, unless the Listing Supplement or this Agreement is terminated early pursuant to Section 6 below (Termination; Expiration).

The initial listing period set forth in a Listing Supplement may be extended by the City of Newburgh in its sole discretion for any period of time.

F. Price.
Each Property will be offered for sale at the price listed in the applicable Listing Supplement, on terms and conditions that are satisfactory to the City.

G. Performance.

(1) Broker's Responsibilities Concerning Property Listings. Broker covenants and agrees to perform the Services in accordance with the following requirements.

(a) Listing the Property. Broker agrees to use due diligence to find a buyer for each Property, including: (i) listing Property with all other brokers on a co-brokerage basis; (ii) using the most appropriate multiple listing service available to Broker; and (iii) cooperating with other brokers. The City expressly authorizes Broker to sign multiple listing agreements.

H. Preservation and Management Services.
Broker shall also provide certain preservation and maintenance related services ("P&M Services") for the Properties as requested by the City. Such P&M Services will only be provided when a Property Assignment is received accompanied by direction from the City that the Broker

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coordinate, direct and oversee P&M Services as the City's agent.

(1) Broker Oversight. In the capacity set forth above, Broker shall coordinate, direct and oversee P&M Services by qualified vendors, with requisite skill and experiences to competently perform P&M Services ("Vendors").

Additional oversight duties include the following:

a) Broker shall verify that all Vendors (a) are duly licensed by the appropriate governmental authorities, as applicable; (b) have workers' compensation and liability insurance in commercially reasonable amounts and (c) name the City of Newburgh as additional insured on its liability insurance policy.
b) Broker shall oversee each Vendor's performance and verify that the work assigned has been completed in accordance with the terms of the Vendor's agreement, which shall accurately and completely describe (i) the scope of Vendor's work, (ii) the terms under which the Vendor is to be compensated, and (iii) the amount of such compensation.
c) Broker shall coordinate, direct and oversee the Vendors performance of assigned work and pay the Vendors compensation due and payable for property completed work.

(2) Reimbursement.
Reimbursement of amounts paid by Broker to Vendors shall be made by the City no later than sixty (60) days following its receipt of a properly completed Reimbursement Requisition, provided, however, that if a Reimbursement Request is outstanding in connection with a particular Property and a closing date has been scheduled at which that Property will be sold, the amount of the outstanding Reimbursement Request shall be paid out of the proceeds of sale and the amount of payment shall be reflected on the applicable HUD-1 Settlement Statement or Closing Disclosure as a seller's expense.

(3) Preservation and Maintenance Pricing Matrix. Pricing of P&M Services shall be as set forth on the P&M Pricing Matrix attached hereto. If the P&M Services cannot be provided for an amount not to exceed the corresponding, pre-approved amount shown on the P&M Pricing Matrix, then Broker will solicit at least two bids and present both bids and pictures of the work in question to the City for the City's approval, unless the City waives two bids, in which case the Broker shall submit to the City of Newburgh a bid from the original vendor engaged by the Broker and pictures of the work in question.

(4) Broker's Fee. Broker's fee shall be ten percent (10%) of the cost of the P&M Services provided.

I. Utility Management Services.
Broker shall also provide certain utility management services ("Utility Management Services") for the Properties as requested by the City. Utility Management Services will only be provided when a Property Assignment is received accompanied by direction from the City that the Broker manage utility services as the City's agent.

(1) Utility Management Services shall include the following:

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(i) Contacting all gas, electric, propane, water, sewer and sanitation and utility service providers and setting up accounts in the name of the Broker.
(ii)Ascertaining from the City and payment of the amounts of delinquent water, sewer, and sanitation services charged to an assigned Property, subject to reimbursement as provided herein.

(2) Utility Management Fee. The Broker will charge a onetime, flat fee of $150.00 to City of Newburgh payable after the City's delivery of a Property Assignment and with the first Reimbursement package submitted.

J. Billing Services.

(1) Reimbursement Requests. Either bi-weekly or monthly, Broker shall submit to the City a Reimbursement Request in the form annexed hereto specifying completed P&M Services, Utility Management Services, and/or other utility or other service invoices paid by the Broker on behalf of the City, as applicable. The amount paid for such P&M Services, Utility Management Services and/or other utility or other service invoices, the Broker's fees for providing oversight and coordination of same, a copy of the check(s) of Broker payable to the Vendor(s), a copy of each Vendor's invoice, and mounted before and after pictures of the work completed will be included with each Reimbursement Request.

(2) Payment. Payment shall be made by the City of Newburgh no later than sixty (60) days following its receipt of the Reimbursement Requisition, provided, however, that if a Reimbursement Request is outstanding with respect to a particular Property and a closing date has been scheduled at that Property will be sold, the amount of the outstanding Reimbursement Request shall be paid out of the proceeds of sale and the amount of payment shall be reflected on the applicable HUD-1 Settlement Statement or Closing Disclosure as a seller's expense.

5. Commissions and Fees –

A. City-Owned Sales Channel.
The City agrees to pay Broker a total sales commission of five percent (5 %) of the sales price or $2500, whichever is greater, with respect to each Property Listing as set forth in the Listing Supplement if, during the listing period, the Property is sold to a buyer on the terms stated in this Agreement, or, if within six months of end of the listing period or the earlier termination of this Agreement pursuant to section 6 below, the Property is sold to a Buyer with whom the Broker or a cooperating Broker negotiated or to whom the Property is offered or shown during the listing period to a Buyer on the terms set forth in this Agreement.

Commissions will be paid on a per Property basis from the proceeds of the sale of the Property at settlement. Any such fee shall be paid if and only if: (A) a valid and enforceable closing of the sale of the Property occurs and the sale is funded; (B) the commission is reflected on the HUD-1 settlement statement or Closing Disclosure for the Property; and (C) the Newburgh City Council has adopted a resolution approving the sale and said sale is confirmed by resolution of the City Council.

Fees for P&M Services and Utility Management Services shall be as set forth in sections 4(H) and 2(I) above.

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6. Termination; Expiration –

A. Termination of Agreement.
The City or Broker may terminate the Agreement at any time with or without cause upon written notice to the other party, effective on the later of the date specified in such notice or 30 days from the date of delivery of notice as set forth in paragraph 12 below.

B. Termination or Expiration of Listing Supplement or Property Listing
Listing Supplements will expire on the date specified in the Listing Supplement, unless a Property identified in the Listing Supplement is under contract (subject to an Offer) on the expiration date, in which case the Listing Supplement shall remain in effect until (x) a valid and enforceable closing of the sale of the Property occurs and the sale is funded, or (y) the local form of Purchase Agreement / Addenda comprising the Offer terminates or expires as provided therein.

7. Warranties –
Broker makes the representation, warranties and covenants contained in the subsections below to City as of the Effective Date of this Agreement. Representations, warranties and covenants that, by their nature or context, may reasonably be understood to be continuing obligations of Broker shall be deemed to be remade and effective on a continuous and uninterrupted basis throughout the term of the Agreement.

A. Corporate Status; Licensing.
Broker represents, warrants and covenants to City:

(i) if Broker is an entity, that it is a duly organized, validly existing and in good standing under the laws of the state in which it is organized;

(ii) its execution, delivery and performance of this Agreement (a) if Broker is an entity, has been authorized by all necessary corporate action; (b) does not violate the terms of any law, regulation, or court order to which Broker is subject, or the terms of any material agreement or statutory restriction to which Broker or any of its assets are subject; and (c) are not subject to the consent or approval of any third party;

(iii) this Agreement is the valid and binding obligation of Broker, enforceable against Broker in accordance with its terms;

(iv) that it (a) is licensed, qualified and in good standing as a real estate broker in each state or jurisdiction where a Property subject to a Listing Supplement is located; (b) has all other licenses that are necessary to carry on its business as now being conducted; and (c) will provide a copy of all such licenses and certificates of good standing to City upon request;

(v) Broker has secured and will continue to maintain during the term of this Agreement all federal, state and/or local permits, licenses, regulatory approvals and registrations required to render the Services described herein, including, without limitation, registration with the appropriate taxing authorities for remittance of taxes; and

(vi) Broker is not subject to any pending or threatened litigation or governmental action which could interfere with Broker's performance of its obligations hereunder.

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The person who executes this Agreement and all related documents on behalf of Broker represents and warrants to the City of Newburgh that he or she is a duly authorized signatory of Broker with the requisite power and authority to bind Broker to the terms of this Agreement.

B. Performance.

In performing its obligations under this Agreement, without limiting any other warranty hereunder, Broker represents, warrants and covenants to the City of Newburgh:

(i) all work will be performed in a professional and workmanlike manner with the reasonable care that would be taken by qualified, competent and experienced real estate brokers and real estate asset managers;

(ii) all work will be performed in accordance with the standards set forth in this Agreementand all applicable industry standards and practices; and

(iii) Broker has the requisite personnel, competitive alliances, and financial and physical resources necessary to provide and to fully perform the Services under this Agreement.

8. Insurance –

During the Term of this Agreement (and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the Term) and in any event prior to commencement of Services under this Agreement, Broker will have and maintain in force, at Broker's expense, no less than the types and amounts of insurance coverage described below.

(1) Workers' Compensation insurance with coverage applicable in all states in which services are to be performed with limits in accordance with the statutory requirements and all applicable Laws of each such state, and Coverage B – Employer's Liability Coverage, including occupational disease, with a limit of not less than $1,000,000 per accident.

(2) Commercial General Liability Insurance covering Broker's operations, with limits acceptable to Seller, but with combined single limits for bodily injury, personal injury and property damage not less than $2,000,000,with the City named as an additional insured and including coverage as follows:
    - Commercial General Liability (Comprehensive Form)
    - Broad Form Contractual Liability
    - Independent Contractors (if any part of the services contemplated herein is performed by an independent contractor)
    - Broad Form Property Damage
    - Personal Injury

(3) Automobile insurance including coverage for owned, non-owned and hired vehicles in the amount of $1,000,000 per occurrence for bodily injury and property damage.

(4) Professional Liability/E & O Insurance in the amount of $1,000,000, including coverage for errors and omissions caused by Broker's negligence in the performance of its duties under this Agreement.

(4) All insurance that Broker is required to maintain under any applicable Laws.

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9. Limitation of Liability –
IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THIS AGREEMENT, OR FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THIS AGREEMENT, FOR LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE.

10. Independent Contractor –

A. Independent Contractor.
Broker shall at all times be and act as an independent contractor of The City and, as such, no law, agreement or other arrangement that has the effect of conferring benefits upon officers or employees of the City shall be applicable to Broker or Broker Personnel in connection with the Services. Broker Personnel will be, and will remain at all times, employees or independent contractors of Broker (or Subcontractor, as the case may be) and shall not be deemed to be employees of The City of Newburgh for any purpose whatsoever. As between the City and Broker, Broker shall be solely responsible for the safety and supervision of Broker's employees and payment of wages, salaries and other amounts due such employees in connection with this Agreement and shall be responsible for all taxes, reports and other obligations respecting employees required by law.

11. Compliance with Laws –
In its performance of this Agreement, Broker shall fully comply with all applicable federal, state and local laws, including, without limitation: (a) all anti-discrimination, anti-retaliation and wage-payment laws; (b) all debt collection laws; and (c) all laws that prohibit discrimination in housing, lending and their related activities, including, without limitation, the Fair Housing Act at 42 USC §3601 et. seq., the Equal Credit Opportunity Act at 15 USC §1691 et. seq. and the Family Medical Leave Act (collectively, "Laws").

12. Notices –
All material communications and legal notices relating to this Agreement shall be given, as follows: (a) in the case of the City to the party listed on the Cover Page as the "City of Newburgh Point of Contact" with a copy to Corporation Counsel; (b) in the case of Broker, to (i) the party identified by Broker as the recipient of legal notices on the Cover Page, or (ii) if no party has been identified as the recipient of legal notices on the Cover Page, the party identified on the Cover Page as the "Broker of Record," or (c) in either case, such other point of contact designated in writing by a more senior officer of the party. All such communications and notices shall be in writing, addressed to the parties at the addresses set forth on the Cover Page, or the latest known valid address of the parties, and shall be considered received: (a) when personally delivered; (b) when delivered by commercial overnight courier with verification receipt; (c) when sent by confirmed facsimile; or (d) three (3) days after having been sent, postage prepaid, via certified mail, return receipt requested.

13. Miscellaneous –

A. Complete Agreement.
The complete Agreement between the parties consists of the Cover Page, the Signature Page,

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the General Terms and Conditions and all other documents incorporated into the Agreement by reference; the complete Agreement referenced in the preceding clause supersedes all prior agreements, representations and understandings between the parties with respect to Services performed under this Agreement.

B. Amendments.
Except as otherwise provided in this Agreement, all amendments and modifications to the Agreement or any Listing Supplement issued hereunder must be in writing and executed by authorized representatives of both parties.

C. Assignment.
Broker may not assign its rights or obligations under this Agreement to any party without the prior written consent of the City of Newburgh. Without limiting the generality of the foregoing, Broker shall not assign, co-list, or refer any Property Listing to any individual outside of its own organization without the prior written consent of the City.

D. Governing Law; Attorneys' Fees.
This Agreement and performance hereunder shall be governed by the laws of the State New York. Any and all disputes between the parties that cannot be settled by mutual agreement shall be resolved solely and exclusively in the courts located within the County of Orange, New York. Both parties consent to the jurisdiction and venue of such courts and irrevocably waive any objections thereto.

In any litigation by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the parties shall bear their own attorney fees, and costs and expenses incurred and the parties hereby waive any right or claim for the award of statutory attorneys' fees.

E. Survival.
Sections 5 (Commissions and Fees); 6 (Termination; Expiration), 8 (Insurance), 9 (Limitation of Liability), 10 (Independent Contractors), 12 (Notices), 13 (Miscellaneous), 14 (Definitions) and any other provisions of this Agreement that contemplate their continuing effectiveness shall survive termination of this Agreement.

F. Severability.
If any provision of this Agreement shall be held invalid for any reason, then such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement.

G. Caption References and Headings.
All Section headings in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

H. Construction.
Notwithstanding the general rules of construction, both the City and Broker acknowledge that both parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

14. Definitions

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The following are definitions of capitalized terms used in this Agreement. Documents that are incorporated by reference may include additional defined terms for the purposes of the specific document.

“Agreement” means the Cover Page, the Signature Page(s), the General Terms and Conditions, the Listing Supplements and all other documents incorporated into the Agreement by reference.

“Broker” means the party to be charged under this Agreement with fulfilling all of the terms and conditions set forth herein. The authorized signatory of the Broker may be the Broker of Record or the Managing Broker.

“Broker of Record” means an individual who is licensed to operate, and is responsible for the overall management and control of, a real estate brokerage business. The Broker of Record may, but is not required to, delegate certain management duties to a Managing Broker.

“Broker Personnel” means the Broker, whether or not such party is an individual or a business entity, and the employees, independent contractors and Subcontractors of Broker.

“Cover Page” means the introductory page(s) to this Agreement containing information about Broker and its affiliates.

“Effective Date” means the date this Agreement becomes effective; the Effective Date is identified in Section 2.

“Listing Agent” means an individual who operates under the supervision of the Broker of Record or the Managing Broker, if the management duties of the Broker of Record were delegated to the Managing Broker, to negotiate and arrange real estate sales.

“Listing Supplement(s)” means the supplement(s) issued by the City of Newburgh from time to time, identifying Properties subject to Services to be performed by Broker under this Agreement, as modified and amended from time to time.

“Managing Broker” means an individual who is responsible for exercising the rights conferred on the Broker, supervising the performance and activities of the Broker Personnel and generally controlling and conducting the Broker’s real estate business. The Managing Broker and the Broker of Record may, but are not required to be, the same individual. If different, the Broker of Record may delegate its management duties to a Managing Broker.

“Purchase Agreement” means a standard real estate purchase agreement form for the area in which a Property is located.

“City-Owned Sales Channel” means the retail sales channel utilized by the City of Newburgh manage and dispose of Properties directly through Broker.

“Services” means tasks performed or to be performed by Broker under this Agreement, including the property valuation, listing and marketing Services.

“Signature Page” means the page that is executed by the City of Newburgh and Broker to indicate their intent to accept and be bound by the terms and conditions of this Agreement; the Signature Page may consist of multiple pages if executed by the parties in counterparts.

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Listing Supplement

Date:

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

Dear Lee:

The City of Newburgh, referred to throughout this document as the "Seller", grants you sole right and authority to sell this property during the listing period subject to the terms and conditions of the current City of Newburgh Master Listing Agreement.

Listed Property

Address:

County: Orange
Type of Property:
City of Newburgh Property ID:

Listing Terms and Conditions:
Listing Price:
List Start Date:
List End Date:
Conditions: Purchase of the property will be by cash at the closing or on terms acceptable to the Seller.

Commission and Bonus:
Total Broker Commission Percentage: 5%
Listing Agent Commission Percentage: 2.5%
Buyers Agent Commission Percentage: 2.5%
Minimum Listing Commission Amount: $1250.00
Minimum Buyers Agent Commission Amount: $1250.00

Listing Agent Bonus:
Listing Agent Bonus Expiration Date:
Buyer Incentive Amount:
Special Instructions:

MLS Listing Instructions:
Enter the listing in your local MLS and retain a copy of the listing in your files.

The terms of this letter supersede and replace the terms of any prior letter granting authority to sell this property.

Acknowledged Broker / Agent _____

Date _____

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Property Preservation and Maintenance (P&M) Pricing Matrix

Service Activity	Frequency	Rates (Not to Exceed Amount
Re-Keying / Locksmith Services	Once or as per City's request	Not to exceed $200 unless approved by City of Newburgh and /or second bid
Boarding and Securing	Once or as per City's request	Not to exceed $500 unless approved by City of Newburgh and /or second bid
Interior / exterior trash/debris removal	Once or as per City's request	Not to exceed $1000 unless approved by City of Newburgh and /or second bid
Interior "pre-marketing" sales cleaning	Once or as per City's request	Not to exceed $350 unless approved by City of Newburgh and /or second bid
NYS Mandated Smoke/CO2 installation (install smoke CO2 detectors to meet minimum standard of one smoke / co2 in each bedroom with minimum of one per floor)	Once or as per City's request	Not to exceed $300 unless approved by City of Newburgh and /or second bid
Initial lawn maintenance (initial cut/clean up)	Once or as per City's request	Not to exceed $375 unless approved by City of Newburgh and /or second bid
Bi-weekly, ongoing lawn maintenance	Bi-weekly (2 cuts per month)	Not to exceed $75 per cut unless approved by City of Newburgh and /or second bid
Shovel / Plow Services	Once, per incident	Not to exceed $75 per incident unless approved by City of Newburgh and /or second bid
Winterization/De-winterization	Once or as per City's request	Not to exceed $275 (dry system); $375 (wet system) unless approved by City of Newburgh and /or second bid.

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Reimbursement

REGARDING SERVICES PERFORMED FOR PROPERTY:

Make check payable to:	River Realty Services, Inc.	Attention:	Sumetta Denman
Phone:	845-564-2800 x107	Billing address:	117 Executive Drive, Suite 100
Tax ID or Social Security:	30-0488660	Billing City, State, Zip:	New Windsor, NY 12553

Code Key:

R/APPL	All appliances	R/PLMNT	Pool maintenance
R/CFK	Cash for Keys	R/PNTEXT	Exterior Paint
R/CLNG	Interior Cleaning/Sales Clean	R/PNTINT	Interior Paint
R/CARP	Doors, trim, cabinets, countertops, siding, fence, windows	R/PP	Property Prez costs – board up, emergency repairs
R/ELCTR	Wiring, breakers, fixtures	R/RF	Roof patch or replace
R/FLRNG	Replacement or repair for carpet, vinyl, subflooring	R/RK	Rekey
R/HVAC	HVAC, condensers, thermostats, ducts work, service calls	R/STRCT	Structural Repairs
R/LWNMNT	Lawn maintenance including snow removal	R/TRSH	Interior and Exterior Trash out
R/MISCL	Other costs such as city inspections, etc.	R/UTILITIE	Utility Bills
R/PLMBG	Toilets, faucets, sinks, pipes, showers, tile, Septic, Well	R/WINT	Winterization and de-winterization

Code	Description	Amount	Code	Description	Amount
R/CFK	Cash For Keys		R/LWNMNT	Initial Lawn Maintenance Not to exceed $375 unless approved by AM	
R/RK	Re-Key Not to exceed $200 unless approved by AM. Number of doors:_____		R/LWNMNT	Routine Lawn Maintenance Not to exceed $75/time unless approved by AM. Number of times: _____	
R/TRSH	Initial Trashout Not to exceed $1000 unless approved by AM		R/LWNMNT	Snow Removal Not to exceed $75/time unless approved by AM Number of times:_____	$0.00
R/CLNG	Interior Sales Cleaning Not to exceed $350 unless approved by AM		R/PLMNT	NYS Mandated Smoke/CO2* Not to exceed $300 Number of times:_____	$0.00
R/CARP	Board Up Not to exceed $500 unless approved by AM		R/WINT	Winterization Not to exceed $275 (dry); $375 (wet) unless approved by AM	
R/PP	Property Preservation Any/all prop preservation expenses to be approved by AM		R/WINT	De-Winterization Not to exceed $275 (dry); $375 (wet) unless approved by AM	
R/MISC	Miscellaneous		R/UTILITIE	Utilities Gas, electric, water, sewer, sanitation, etc…	$500.00
				Sub Total	$500.00
R/OTB				P & M Coordination & Oversight (10%)	$50.00
R/COF				OneSource Billing & Utility Management ($150)	$150.00
* New York regulations and local Municipal Safety Code, install smoke / C02 detectors to meet minimum standard of one smoke detector in each bedroom, with a minimum of one per floor				Total of Due	$700.00

In accordance with all work performed, the Real Estate Broker certifies that all work has been personally inspected and completed in a satisfactory manner.

L. C. Thompson

Broker's Signature _____ Date _____

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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 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

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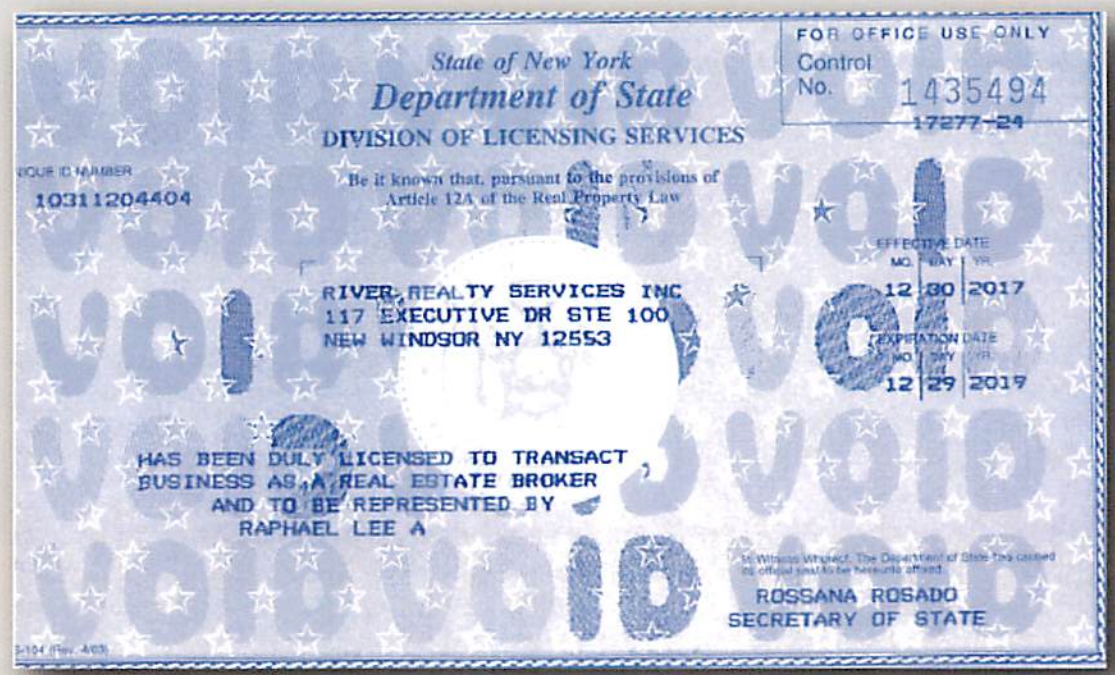
River Realty Services
PROPERTY / ASSET MANAGEMENT

Copy of New York State Broker's License



State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 1435494
17277-24

UNIQUE ID NUMBER
10311204404

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

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

EFFECTIVE DATE
MO. DAY YR.
12 30 2017

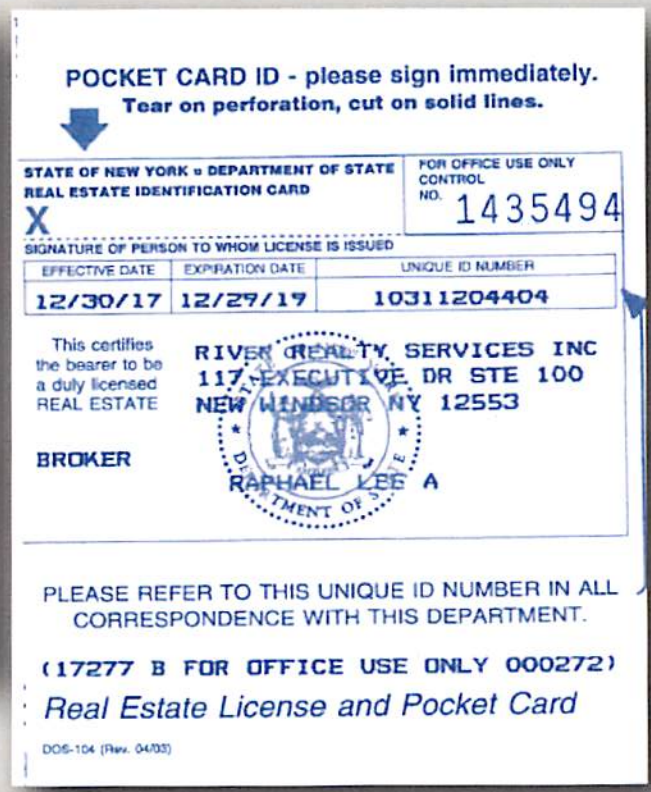
EXPIRATION DATE
MO. DAY YR.
12 29 2019

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

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

void



POCKET CARD ID - please sign immediately.
Tear on perforation, cut on solid lines.

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

FOR OFFICE USE ONLY
CONTROL NO. 1435494

X

SIGNATURE OF PERSON TO WHOM LICENSE IS ISSUED

EFFECTIVE DATE	EXPIRATION DATE	UNIQUE ID NUMBER
12/30/17	12/29/19	10311204404

This certifies the bearer to be a duly licensed REAL ESTATE

BROKER

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

RAPHAEL LEE A

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)

© River Realty Services, Inc.

Proof of Membership - HGAR

HGAR

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,

HGAR

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.

60 South Broadway
White Plains, NY 10605
914.681.0833 Telephone

9 Coates Drive, Suite 1
Goshen, NY 10924
845.294.7905 Telephone

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

HGAR.com

914.681.6044 Fax

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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 LiCastri, 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

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

Street Number	Address	Sold Price	Closed Date	Sale Type
243	Third Street	$ 30,000	12/18/2015	REO/Distressed
47	Carpenter Avenue	$ 30,000	12/28/2015	REO/Distressed
424	Carpenter Avenue	$ 57,000	12/29/2015	REO/Distressed
130	Fullerton Avenue	$ 25,000	12/30/2015	REO/Distressed
39	Carter Street	$ 26,000	1/8/2016	REO/Distressed
154	South Street	$ 9,000	1/21/2016	REO/Distressed
32	City Terrace	$ 2,500	1/22/2016	REO/Distressed
142	Chambers Street	$ 45,000	1/25/2016	REO/Distressed
3-4	Williamsburg Drive	$ 116,500	2/3/2016	REO/Distressed
200	South Street	$ 9,700	2/10/2016	REO/Distressed
77	Benkard Avenue	$ 22,000	2/24/2016	REO/Distressed
100	Carson Avenue	$ 14,750	2/25/2016	REO/Distressed
20	Pierces Road	$ 40,000	3/4/2016	REO/Distressed
30	Fullerton Avenue	$ 77,000	3/21/2016	REO/Distressed
12	Hudson View Terrace	$ 44,000	3/30/2016	REO/Distressed
65	Carson Avenue	$ 35,000	3/31/2016	REO/Distressed
101	West Street	$ 85,000	4/22/2016	REO/Distressed
42	Carpenter Avenue	$ 18,500	4/28/2016	REO/Distressed
145	Johnston Street	$ 4,990	4/28/2016	REO/Distressed
410	Robinson Avenue	$ 10,800	4/29/2016	REO/Distressed
221	North Miller Street	$ 17,500	5/26/2016	REO/Distressed
312	South Street	$ 13,500	5/27/2016	REO/Distressed
86	Prospect Street	$ 42,000	6/1/2016	REO/Distressed
547	South Street	$ 33,155	6/16/2016	REO/Distressed
31	Maple Street	$ 50,000	7/13/2016	REO/Distressed
331	Carpenter Avenue	$ 160,000	7/22/2016	REO/Distressed
8	Little Monument Street	$ 5,100	7/27/2016	REO/Distressed
350	Water Street	$ 80,000	7/28/2016	REO/Distressed
91	City Terrace	$ 45,100	8/1/2016	REO/Distressed
177	Liberty Street	$ 26,000	8/8/2016	REO/Distressed
169	Fullerton Avenue	$ 35,000	8/19/2016	REO/Distressed
298	Liberty Street	$ 35,000	8/25/2016	REO/Distressed
3	Columbus Lane	$ 83,000	8/26/2016	REO/Distressed
72	Valley Avenue	$ 146,000	9/12/2016	REO/Distressed
16-18	City Terrace	$ 31,000	9/14/2016	REO/Distressed
274	Van Ness Street	$ 57,000	10/7/2016	REO/Distressed

Street Number	Address	Sold Price	Closed Date	Sale Type
40	Allison Avenue	$ 120,000	10/7/2016	REO/Distressed
43	Hudson View Terrace	$ 54,000	10/20/2016	REO/Distressed
155	Fullerton Ave	$ 40,000	10/21/2016	REO/Distressed
195	Chambers Street	$ 12,500	10/26/2016	REO/Distressed
49	Carpenter Avenue	$ 35,000	10/27/2016	REO/Distressed
18	Benkard Avenue	$ 31,500	10/28/2016	REO/Distressed
11	Nott Place	$ 55,000	11/1/2016	REO/Distressed
46	Wilkin Street	$ 49,500	11/17/2016	REO/Distressed
14	Dubois Street	$ 33,000	11/21/2016	REO/Distressed
47	South Miller Street	$ 28,900	11/28/2016	REO/Distressed
90	City Terrace	$ 24,000	11/30/2016	REO/Distressed
101	Liberty Street	$ 262,000	12/2/2016	REO/Distressed
424	Carpenter Avenue	$ 50,100	12/5/2016	REO/Distressed
154	Grand Street	$ 180,000	12/16/2016	REO/Distressed
20	Nott Place	$ 95,000	12/19/2016	REO/Distressed
268	Grand Street	$ 275,000	2/15/2017	REO/Distressed
172	Grand Street	$ 265,000	3/13/2017	REO/Distressed
12	Liberty Street WH	$ 55,000	3/20/2017	REO/Distressed
90	Broad Street	$ 269,900	4/3/2017	REO/Distressed
118	West Street	$ 45,000	4/19/2017	REO/Distressed
58	Courtney Avenue	$ 110,000	4/28/2017	REO/Distressed
23	Hasbrouck Street	$ 33,000	5/19/2017	REO/Distressed
61	Courtney Avenue	$ 110,000	6/8/2017	REO/Distressed
74	Van Ness Street	$ 38,000	6/15/2017	REO/Distressed
408	Carpenter Avenue	$ 79,900	6/23/2017	REO/Distressed
5	Hillcrest Place	$ 75,000	6/27/2017	REO/Distressed
28	Sherman Drive	$ 96,000	6/27/2017	REO/Distressed
1	Norton Street	$ 46,900	8/8/2017	REO/Distressed
14	Maple Street	$ 55,000	8/9/2017	REO/Distressed
91	Thompson Street	$ 130,000	8/30/2017	REO/Distressed
17	Hawthorne Avenue	$ 123,700	8/31/2017	REO/Distressed
44	Johnes Street	$ 42,500	9/28/2017	REO/Distressed
408	Carpenter Avenue	$ 85,000	10/13/2017	REO/Distressed
258	1st Street	$ 35,200	10/19/2017	REO/Distressed
32	Benkard Avenue	$ 95,000	11/15/2017	REO/Distressed
16	Carroll Street	$ 87,700	11/27/2017	REO/Distressed

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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

© River Realty Services, Inc.

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 is 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, yahoorealestate.com and scores of other sites.

© River Realty Services, Inc.

River Realty Services
PROPERTY / ASSET MANAGEMENT

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.

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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 form 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.

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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

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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

City of Newburgh
City Comptroller's Office
City Hall – 83 Broadway
Newburgh, New York 12550

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

Kathryn Mack
City Comptroller
kmack@cityofnewburgh-ny.gov

NOTICE

REQUEST FOR PROPOSAL
RFQ #22.17

for

The Purchase and Rehabilitation of City-Owned Property at 109 South William St, Newburgh, NY

for the City of Newburgh, New York

The City of Newburgh is seeking proposals for the purchase and rehabilitation of a city-owned property at 109 South William St, Newburgh, NY.

Qualified and interested vendors shall submit their proposals by mail or in person to the City of Newburgh no later than 4:00 PM (local time) Friday, December 15th, 2017.

Vendors are responsible for timely submission of their proposals. Proposals received after specified due date and time will not be accepted.

Specifications may be obtained by visiting the Empire State Purchasing Group website at: www.empirestatebidsystem.com, selecting the "Open Bids" tab. Vendors may have to register if visiting this site for the first time.

Please ensure that "City of Newburgh-RFP 22.17" is clearly marked on the outside of the envelope submitted.

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

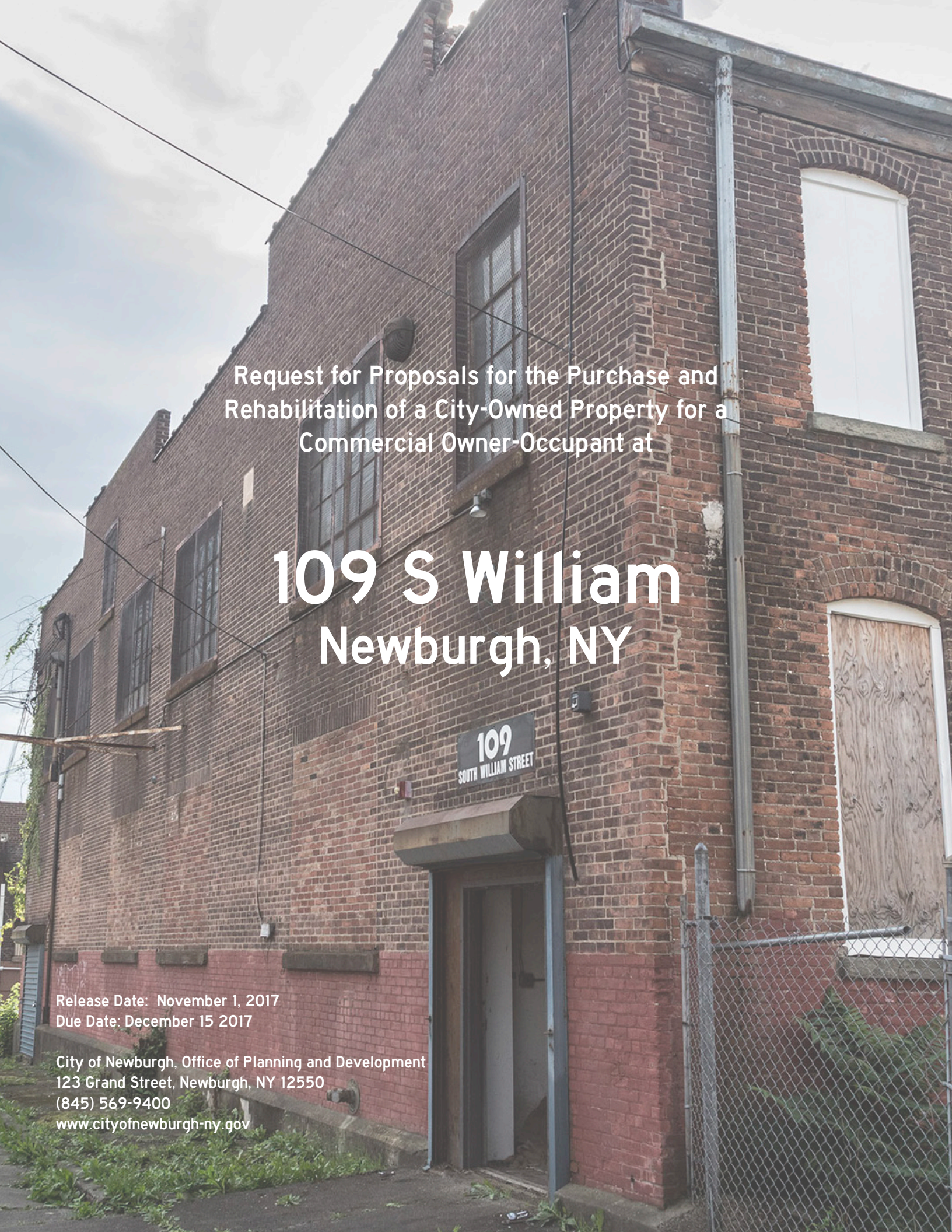
Award of the contract may be subject to approval by City Council. The City reserves the right to reject any or all proposals, or to accept any part of the proposal without accepting the whole thereof, or to accept such proposal they deem to be in the best interest of the City.

_____
Kathryn Mack
City Comptroller

Dated: Tuesday October 24th, 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 Proposals for the Purchase and Rehabilitation of a City-Owned Property for a Commercial Owner-Occupant at

109 S William
Newburgh, NY

Release Date: November 1, 2017
Due Date: December 15 2017

City of Newburgh, Office of Planning and Development
123 Grand Street, Newburgh, NY 12550
(845) 569-9400
www.cityofnewburgh-ny.gov

The City of Newburgh, New York, requests the submission of proposals for the purchase, rehabilitation, and reuse of a city-owned property located at 109 South William Street in the City of Newburgh, Orange County, New York.

Introduction & History

The City of Newburgh is located 60 miles north of New York City on the west side of the Hudson River in Orange County, New York. Newburgh is a densely populated urban community of 3.8 square miles bounded by the Hudson River to the east, the Town of Newburgh to the north and west, and the Town of New Windsor to the south. The City has a population of approximately 30,000.

Newburgh has ferry access to the Metro North Train station in Beacon, NY; has direct bus service to Port Authority Bus Terminal in New York City; has interstate highway access to the New York State Thruway, Rte. 87 and Interstate Rte. 84; is bisected by NYS 9W and NYS 17K; and is less than 2 miles from Stewart International Airport (SWF).

The East End Historic District in the City of Newburgh was listed on the National Register of Historic Places, under the provisions of the National Historic Preservation Act of 1966, on August 15, 1985 and was adopted as local historic district in September 1985. The 445-acre district includes over 2,400 contributing buildings - many designed by some of the most renowned architects of the 19th century. According to the New York State Historic Preservation Office (SHPO), at that time it was numerically the largest historic district in New York State and the ninth largest in the nation.

The City's progressive zoning code was adopted in 2015; simultaneously, the City streamlined its land use board review process. The staff of the Planning and Development Office, the Building Department, and the Engineer's Department are available to assist with the planning of the projects proposed.

The building was constructed in 1895 for the firm of Staples and Hanford. It served as their headquarters for manufacturing of the "Staples Indestructible Spring Work", a patented design used in the production of upholstered furniture, seats, and carriage cushions.

The building has gone through several transformations in the intervening years. During the 1940's and the 1950's, it housed a dress manufacturer, the Bernice Dress Corp., and an underwear manufacturer, Chesnin Leis & Co. Inc. Throughout the 1960's, it was the home of the Sun-Ray Factory Clothing Outlet as well as Murray's Lunch.

During the last few decades, the building was used mainly as a warehouse for a variety of materials and merchandise.

FOR VISUAL REFERENCE ONLY

Exhibit A - Location of the Property

Scope of Opportunity

The City of Newburgh is seeking a developer to rehabilitate this building for an owner-occupant, for-profit commercial use that will create jobs in the community and add tax revenue to the City. The owner-occupant business must agree to a minimum of a five-year occupancy.

Proposals will be considered with multiple tenants. However, an owner-occupant business must occupy at least one-third (+/-) of the total building's square footage.

Mixed-use projects with a residential component may be considered as long as no more than two-thirds (+/-) of the total space is residential.

Building & Property Description

The building is sited on a mostly-rectangular parcel (tax map identifier: section 45, block 5, lot 5) containing "0.415 acres of land more or less", according to a previously recorded legal description.

The property has a paved, off-street parking area on the west side of the building, with an additional paved area behind the building. These areas have been poorly maintained but could be easily utilized once again. (A copy of a recent survey has been included in this RFP, as well as a copy of a recorded legal description.)

The brick building is two stories high with a full, useable, walk-out basement area. According to the assessment records, the walk-out basement is 6,885 square feet in size, the first story contains 7,385 square feet, and the top floor has 6,885 square feet. The total combined area of all three floors totals 21,155 square feet.

There are two main entrances at either end of the front of the building. There is also a freight entrance on the basement level, and a commercial-grade elevator rising from the basement to the top floor.

Industrial-sized, multi-paned windows dominate the 1st and 2nd floors. On the front of the building, some windows have been infilled. The numerous large skylights, punctuating the top floor's cathedral ceiling, flood the interior space with natural light. Although some interior renovation work (new studded walls, new drywall, etc.) was initiated on the 1st and 2nd floors, the hardwood flooring on both floors remain intact, and the top floor still retains its original tin ceiling and exposed brick interior walls.

Location

109 South William Street is located in the southern section of the City of Newburgh's East End Historic District. The property is a few blocks south from Washington's Headquarters, within walking distance to the Newburgh waterfront, and less than 200 feet from the intersection with one of the City's growing commercial arteries: Liberty Street.

The Liberty Street corridor – especially the section from Broadway south to Renwick Street – has been attracting renewed attention. New shops, businesses and restaurants have been leading the way. The former Liberty Street School, commanding the corner of Liberty Street and Renwick Street, is slated for a major redevelopment. In the surrounding neighborhood, Atlas Studios, Thornwillow Press and the Newburgh Brewery have each transformed former industrial buildings into models of successful entrepreneurial businesses.

109 South William Street is located in the Downtown Neighborhood zoning district. Interested developers are urged to consult the City of Newburgh's Zoning Ordinance (https://ecode360.com/10875666) for information on the uses permitted within the Downtown Neighborhood District. An excerpt of the zoning code is below.

☐ § 300-137 **Downtown Neighborhood.**

The Downtown Neighborhood is characterized by residential blocks featuring rowhouses, the Liberty/Grand Street commercial corridor with a mix of uses and building facades, and mixed-use blocks of residential with shopfronts on the corner.

A. Purpose and intent.

(1) The primary intent of this zone is to protect and promote the quality of the downtown residential neighborhoods immediately north and south of Broadway and the smaller scale mixed-use shopfront buildings located primarily on Liberty Street and Grand Street. This zone also includes the Liberty/Grand Street Heritage Corridor and contains a number of historically significant properties.

(2) Several building forms are in this district. New infill development shall respect the pattern and scale of the existing urban development. Compact detached houses with small side yards are allowed except on lots fronting Liberty Street or Grand Street. Within the more commercial areas of the district, such as Liberty Street or Grand Street, the shopfront and midrise are the preferred building types. These commercial, mixed-use, and higher-density residential structures will reflect the historic development pattern of the area and capitalize on the cultural assets within the district.

B. District standards.

(1) Lot standards. Buildings within the Downtown Neighborhood District shall comply with the following lot, building height, and building frontage requirements.

		Minimum	Maximum
(A)	Lot width (feet)	20	—
(B)	Lot depth (feet)	75	—
(C)	Front setback[1] (feet)	—	0/10
(D)	Side setback[2,3,4] (feet)	—	0
(E)	Rear setback[5,6] (feet)	20	—
(F)	Landscaped area	15%	—
(G)	Frontage occupancy	80%	
(H)	Height[7]		
	Rowhouse and compact detached house	2 stories/25 feet	4 stories/50 feet
	Shopfront and midrise	3 stories/35 feet	6 stories/75 feet

Exhibit B - Zoning excerpt

Potential Tax Credits & Exemptions

Historic Tax Credits: 109 South William Street is within the City of Newburgh's East End Historic District. Therefore, the building is eligible for the New York State Rehabilitation Tax Credit Program which is used in conjunction with the Federal Historic Preservation Tax Incentive. The tax credits are intended to provide owners with a financial incentive to rehabilitate a building in a manner that retains its historic characteristics. Owners can take advantage of credits on both state and federal income taxes, each providing 20% tax credits for Qualified Rehabilitation Expenditures (QRE). A developer can opt to syndicate these credits. The project must meet the guidelines as established in Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings, with oversight from the State Historic Preservation Office (SHPO).

Historic Tax Abatement 444A: The project could also qualify for the Alteration or Rehabilitation of Historic Real Property Tax Exemption (RP-444a): 9-year exemption applied to the increase in assessed value for the portion attributable to the alteration or rehabilitation of an historic property for historic preservation. For the first five years of the exemption, the increase in value attributable to the rehab work is 100% exempt from city and school taxes. For the remaining four years of the exemption, the exemption decreases by 20% each year.

Commercial Property Improvement Exemption 485B: The project may qualify for an exemption for the Construction, Alteration or Improvement of Commercial Property (RP-485-b): a 10-year tax exemption given for the increase in assessed value (the portion attributable to the construction, alteration or improvement of a commercial property but not for ordinary maintenance and repairs). In

the first year, 50% of the increase (attributable to the construction, alteration, etc.) in the assessment is exempt from city, county and school taxes. The exemption continues for an additional nine years with the amount of the exemption declining by 5% each year (i.e., 45% in year 2, 40% in year 3, etc.).

R***esidential-Commercial Urban Exemption 485A:*** If the proposal entails converting the property into a mix of residential and commercial uses, the project may be eligible for the Residential-Commercial Urban Exemption Program (RP-485-a): a 12-year tax exemption given for the increase in assessed value (the portion attributable to the conversion, not for ordinary maintenance and repairs) from a solely non-residential use to a mix of residential and commercial uses. For the first eight years of the exemption, 100% of the increase (attributable to the conversion) in assessment is exempt from city tax. Thereafter, the exemption decreases by 20% a year (80% in year 9, 60% in year 10, 40% in year 11 and 20% in year 12).

STARTUP-NY: New businesses, businesses that relocate to New York, or expand their operations may qualify for the STARTUP-NY program. Eligibility requires that a participant be a new business in New York State, or an existing New York business relocating to or expanding within the state; partner with a New York State college or university; and create new jobs and contribute to the economic development of the local community. Eligible business received an elimination of New York State Taxes for 10 years for the business and its employees.

Sales Tax Exemption: Businesses may be eligible for sales tax exemptions on durable goods from the City of Newburgh Industrial Development Agency (IDA).

Creative Neighborhood Loan Program: The property is within Pattern for Progress/ Rhinebeck Bank's Newburgh Creative Neighborhood boundary making projects eligible for access to a $3,000,000 loan portfolio to fund secured term loans including commercial express loans, equipment and vehicle purchases, leasehold improvements and real estate transactions under favorable pricing, advance rates and terms to the prospective borrowers in the Newburgh Creative Neighborhood.

Evaluation Criteria

Proposals will be evaluated based on the following criteria, weighted accordingly:

1. *Benefit to the City.* A proposed use that would have a positive impact on the tax revenue of the City of Newburgh, result in a net gain in jobs for the City of Newburgh and provide jobs which pay living wages. An applicant should list the existing number of staff and their approximate salary (by employment type) and any anticipated expansion of staff, including anticipated salaries. If the proposed use is for an existing business in the City of Newburgh, the use should result in a net gain in overall jobs for that business. (30%)

2. *Experience*. The principal or developer should possess at least 10 years of experience in their field of expertise, and at least 5 years in managing and/or supervising a like business. (10%)

3. *Financial Capacity.* Demonstrated financial capacity and experience to complete a rehabilitation that preserves the historic character of the property, is compatible with the immediate neighborhood and can be accomplished in a timely manner. (30%)

4. *Offer price.* (30%)

Submission Requirements

All responses must be received by Friday, December 15, 2017 by 4:00 pm. Responses which do not meet this deadline will not be considered. Faxed or electronic submission will not be considered. All proposals must be submitted either by mail or in person:

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

Any response to this RFP should include **one original and four copies** of the following:

- A completed Private Owner Development Application (PODA). The principal or developer may also be asked, at the discretion of the Department of Planning and Development, to also submit a PathStone Credit Report Application.
- A letter of interest in the project which includes detailed information about the identified use. Preliminary plans or drawings are expected.
- A business plan for the business or business proposed for the building including the aforementioned employment information.
- A resume or Curriculum Vitae (CV) outlining the experience of the principal or supervisor of the occupant business.
- A list of any previously completed projects comparable in size and scope.
- The demonstrated capacity of the developer to finance the purchase, develop the property and manage its final use. A projected budget, list of potential funding sources and time schedule for completion of the project is also requested.
- occupant business.
- A list of any previously completed projects comparable in size and scope.
- The demonstrated capacity of the developer to finance the purchase, develop the property and manage its final use. A projected budget, list of potential funding sources and time schedule for completion of the project is also requested.

Site Inspections

Site inspections will occur on Monday, November 13, between 10:00 am and 12:00 pm, and on Friday, November 17, between 1:00 pm and 3:00 pm. Applicants must pre-register with the Department of Planning & Development. Applicants can pre-register by sending an e-mail to planning@cityofnewburgh-ny.gov stating the name of the applicant and the applicant's corporate affiliation (if any), any other individuals to be included in the inspection, and the date requested for an inspection. All requests must include a signed "Waiver of Liability" for each person entering the building as an attachment to the e-mail. (The "Waiver of Liability" form is included as an attachment to this RFP, and is also included in the PODA.) Once the request has been received and reviewed, the applicant will receive an e-mail confirming the date and time.

We recommend that a design professional and/or contractor attend the walk-through as well. Due to the current condition of the building, anyone who enters the building is encouraged to wear clothing and footwear appropriate to exploring the interior of long-neglected structure. A camera and powerful flashlight are also recommended. There is no utility service to the building.

Review Process

An evaluation of the responses contained in the previous section will serve as a basis of selection of the Developer best suited to meet the City's goals for the site. Those deemed "best-suited" then may be asked to submit a more detailed proposal. The City of Newburgh reserves the right to amend its evaluation criteria at its sole discretion.

The City may, at its option, interview Developers as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to submit proposals as complete as possible on their initial submission.

The City of Newburgh may terminate the RFP 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 RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

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

The proposal chosen will be one that represents the best value to the City of Newburgh. This may or may not be the highest offer.

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

Release of Liability

I _____, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

_____
Print

_____
Signature

_____
Date

FOR VISUAL REFERENCE ONLY

109 S William Street

DISCLAIMER: City of Newbugh makes no representations and provides no warranties, expressed or implied, concerning the accuracy, completeness, or suitability of this map for any particular purpose, and/or for title infringement and assumes no liability for the use or misuse of such data.

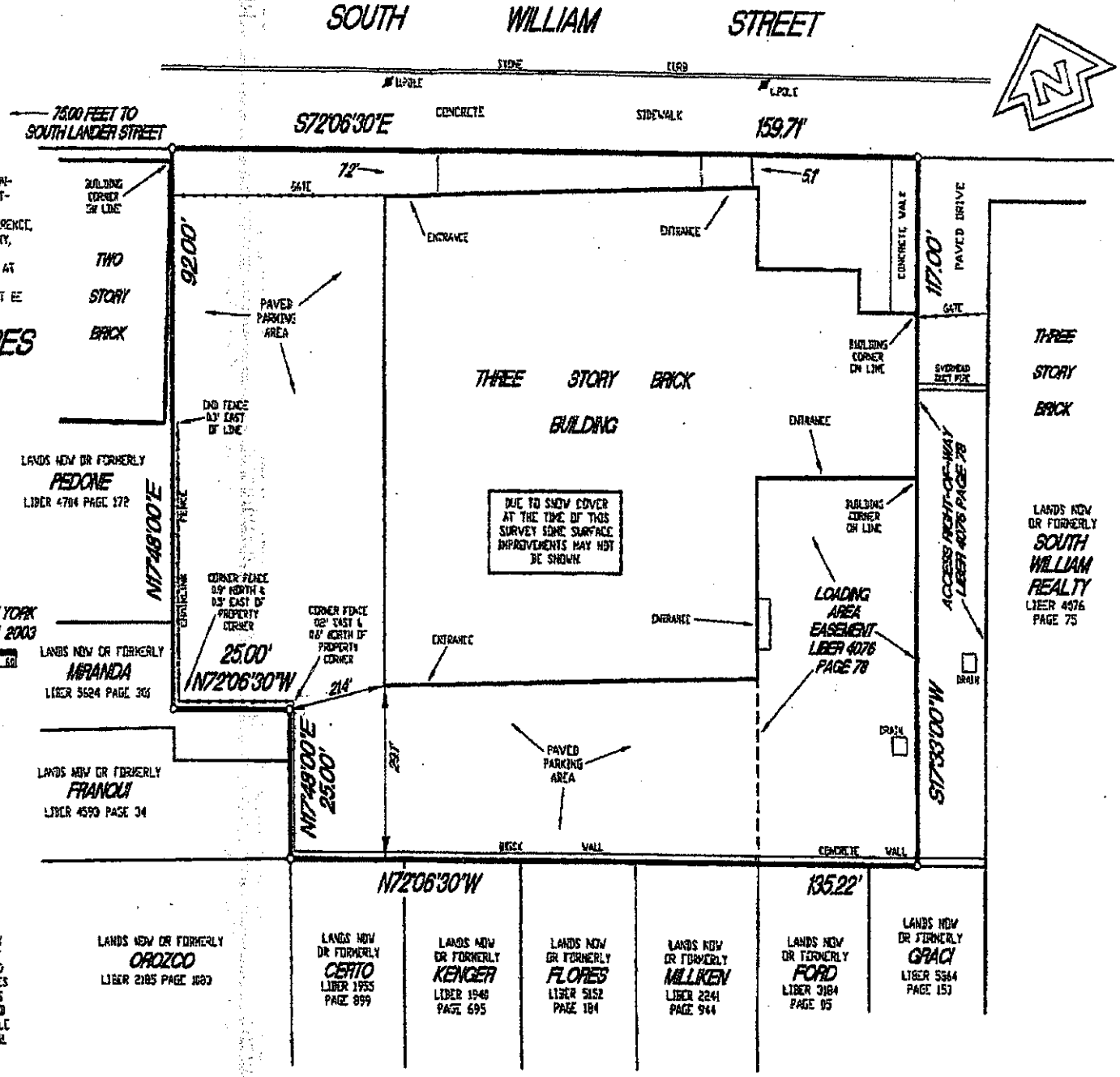
BEARING BASIS:
NORTH ORIENTATION IS BASED ON DATUM ESTABLISHED FROM FILED MAP OR DEED OF RECORD.

DEED OF RECORD:
BEING LIBER 4961 PAGE 35, FILED WITH OFFICE OF THE ORANGE COUNTY CLERK.

TAX LOT DESIGNATION:
SECTION 45, BLOCK 4, LOT 5, AS SHOWN ON THE CITY OF NEWBURGH TAX MAPS.

GENERAL MAP NOTES:
1. THIS SURVEY IS SUBJECT TO ANY RECORDED AND/OR UN-RECORDED COVENANTS, RESTRICTIONS, EASEMENTS, RIGHT-OF-WAYS, AND AGREEMENTS, IF ANY.
2. UNLESS ILLUSTRATED AND NOTED BY A POINT OF REFERENCE, UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS, IF ANY, ARE NOT SHOWN HEREON
3. ALL BUILDING AND IMPROVEMENT OFFSETS SHOWN ARE AT RIGHT ANGLES TO PROPERTY LINES.
4. ALL HEDGES AND GROUND COVER ON THE SITE MAY NOT BE SHOWN ON THIS SURVEY.

LOT AREA = 0.415 ACRES



LAND SURVEY PREPARED FOR

KENNETH LEE

LOCATED IN THE CITY OF NEWBURGH

ORANGE COUNTY — NEW YORK

SCALE: 1" = 20' — JANUARY 11, 2003

SCALE IN FEET

REVISIONS:

CERTIFICATION:
I, ANTHONY A. SORACE, P.L.S., DO HEREBY CERTIFY IN MY PROFESSIONAL OPINION ONLY TO PARTIES LISTED BELOW THAT THIS SURVEY IS THE RESULT OF AN ACTUAL FIELD SURVEY COMPLETED ON JANUARY 11, 2003 AND COMPLIES WITH EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF LAND SURVEYORS. THIS CERTIFICATION DOESN'T RUN WITH TITLE TO THE LAND AND IS NOT TRANSFERABLE TO ADDITIONAL LENDING INSTITUTIONS OR SUBSEQUENT OWNERS;

- KENNETH LEE
- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
- ALBERT MANDELL
- ROSEMARY MANDELL
-

SURVEY No. 02140

SURVEYOR:

ANTHONY A. SORACE, P.L.S. LIC. NO. 50187

ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY, MARKED WITH AN ORIGINAL LAND SURVEYORS RAISED EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

THE ALTERATION OF THIS SURVEY MAP BY ANYONE OTHER THAN THE ORIGINAL PREPARER IS MISLEADING, DEFRAUDING AND NOT IN THE GENERAL WELFARE AND BENEFIT OF THE PUBLIC. IT IS A VIOLATION OF SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

(845) 496-3067
ANTHONY A. SORACE, P.L.S.
PROFESSIONAL LAND SURVEYOR
ROCK TAVERN, NEW YORK - 12575

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FEB-05-2003 17:41 BLOOM & BLOOM,P.C. 8450810710 P.03/07

(845) 496 - 3367
ANTHONY A. SORACE, P.L.S.
PROFESSIONAL LAND SURVEYOR
ROCK TAVERN, NEW YORK - 12575

LEGAL DESCRIPTION

SCHEDULE "A"

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

BEGINNING at a point on the southerly side of SOUTH WILLIAM STREET being 75.00 feet easterly from SOUTH LANDER STREET;

THENCE South 72 degrees 06 minutes 30 seconds East a distance of 159.71 feet along the southerly side of SOUTH WILLIAM STREET to a point;

THENCE South 17 degrees 33 minutes 00 seconds West a distance of 117.00 feet along the easterly face of a building part of the way and lands now or formerly SOUTH WILLIAM REALTY (liber 4076 page 75) to a point;

THENCE North 72 degrees 06 minutes 30 seconds West a distance of 135.22 feet along the lands now or formerly GRACI, FORD, MILLIKEN, FLORES, KENGER, and CERTO to a point;

THENCE North 17 degrees 48 minutes 00 seconds East a distance of 25.00 feet along the lands now or formerly FRANQUI (liber 4593 page 34) to a point;

THENCE North 72 degrees 06 minutes 30 seconds West a distance of 25.00 feet along the lands now or formerly MIRANDA (liber 5624 page 301) to a point;

THENCE North 17 degrees 48 minutes 00 seconds East a distance of 92.00 feet along the lands now or formerly PEDONE (liber 4704 page 172) to the point or place of BEGINNING.

SUBJECT TO a access right-of-way and loading area easement as described in liber 4076 page 78 & liber 4961 page 35.

TOGETHER with and subject to covenants, easements and restrictions of record.

CONTAINING - 0.415 acres of land more or less.

RFQ Opening :	12/20/2017												
	10:36 AM												
Present:													
Bill Horton													
David Kohl													
Ali Church													
Kathryn Mack													
Helen Reilly													
Joselyn Taylor													
Deirdre Glen													
Responder	**Date and Time**	**Signed by**	**One Original and 4 Copies**	**PODA**	**Letter of Interest**	**List of Previous Projects**	**Resume with requested information**	**Curriculum Vitae/ business occupant**	**Business Plan**	**Proof to Finance Project**			
Sodacova Group John Bonhomme	12/8/17 @ 12:30 pm	Helen Reilly	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
Midhudson Film LLC	12/15/17 @ 2:31 pm	Katie Mack	Yes	Yes	Yes	Yes	No	Yes	No	Yes			
Baxter Building Corporation	12/15/17 @ 3:36 pm	Erica Colon	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
Tree Frog - Jeffery Dunston	12/18/17 @ 8:30am	Helen Reilly	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	**LATE SUBMISSION**		
Ricardo Fuentes	12/14/17 @ 10:45am	Joselyn Taylor	Yes	????	Yes	Yes	Yes	Yes	Yes	Yes			
Exine	12/14/17 @ 2:48pm	Joselyn Taylor	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No			

COMMITTEE SUMMARY SCORE SHEET FOR RFP 22.17 FOR THE PURCHASE REHABILITATION OF 109 S. WILLIAM STREET

	R.L. Baxter	EXNE, Inc.	MATECH	Mid Hudson Film	SodaCova	Tree Frog
A.C.	89.2	48.4	82	72.4	60.4	82
D.K.	88	40	40	44	20	50
E.F.	98.8	44.8	82	76	82.8	82
D.G.	86.8	35.6	72.8	64	62	40.4
M.K.	80	9.2	62	44	20	44
F.V.	83.2	13.2	28	46.8	3.6	71.2
J.R.	88	20	68	76	34	60
P.H.	88	15.6	60.4	74	58	70
AVERAGE	**87.75**	**28.35**	**61.9**	**62.15**	**42.6**	**62.45**
MEDIAN	**88**	**27.8**	**65**	**68.2**	**46**	**65**

BAXTER

Project Name:	**City of Newburgh RFP #22.17** **The Purchase and Rehabilitation of** **City-Owned Property at** **109 South William St, Newburgh, NY 12550**
Project Contact Name:	City of Newburgh Office of the Comptroller City Hall 83 Broadway Newburgh, NY 12550 845.569.9400
Developer: **On Behalf of OMB, LLC**	R.L. Baxter Building, Corp. 278 Mill Street, Suite 100 Poughkeepsie, NY 12601 baxterbuilt.com
Contact Person:	Eric Baxter o. 845.471.1047 c. 845.206.8313 e. eric@baxterbuilt.com

BAXTER

To Whom It May Concern,

On behalf of Sisha Ortuzar, Mapos, and R.L. Baxter Building Corporation, (OMB, LLC), I thank you for the opportunity to respond to your Request for Proposal. For the past 20+ years, our teams have been designing, creating, developing businesses and buildings throughout the greater New York area, but it is the opportunity to create something truly special, in a location and community we call "home", that has brought us together.

Collectively we have been instrumental in the of the creation of over 10+ businesses, designed/built hundreds of buildings and have created hundreds of jobs. Our history of success displayed in these areas make us uniquely qualified to deliver the greatest possible impact to the great City of Newburgh.

Thank you for your strong consideration,

Eric Baxter
Vice President

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
P (845) 471-1047 | F (845) 471-1004
www.baxterbuilt.com

BAXTER

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LETTER OF INTENT

Letter of Intent RFP #22.17
109 South William St, Newburgh, NY
The Purchase and Rehabilitation of City Owned Property 109 S. William St.
Applicant/Project Owner: OMB, LLC

December 15th, 2017

Kathryn Mack, Comptroller
City of Newburgh's City Comptroller's Office
City Hall – 83 Broadway
Newburgh, New York 12500

Dear Ms Mack,

It is our pleasure to submit this Letter of Intent, on behalf of OMB, LLC, to pursue the purchase and rehabilitation of City owned property 109 South William St, Newburgh, NY.

Project Team

The combined parties bring a displayed history of success and entrepreneurship to RFP #22.17. This unique collection of talent has come together for this specific opportunity and are committed to the project & city's mission of economic rejuvenation for greater Newburgh.

Sisha Ortuzar - Sisha Ortuzar, a native of Santiago, Chile, and a graduate of the Culinary Institute of America. In 2017 he relocated to Newburgh with plans to open a restaurant that could not only serve the local community, but be an integral part of it, and allow him the opportunity to live in one of his favorites places, the Hudson Valley. Sisha has been cooking and building restaurants in New York for over 20 years. Ortuzar is the co-founder, with Tom Colicchio, of the fast-casual chain 'Wichcraft, the fine dining restaurant Riverpark, and the award-winning urban farm Riverpark Farm. Beyond his duties of culinary director at these businesses, Ortuzar conceptualized and oversaw the design and development of the brands.

Mapos - Founded in 2008 by Colin Brice and Caleb Mulvena, Mapos is an integrated team of architects, designers, and hard-to-label creative instigators that works with clients and colleagues to design creative concepts, architectural environments, and experiential branding. We define our role in the most holistic and comprehensive way possible, in pursuit of projects that have depth and meaning for the people who inhabit them. Our work grows out of a keen interest in the type of person who will be living, sleeping, working, shopping, eating, and playing in the places we design. The firm's portfolio of work is notable both for its focus on design and for its broad diversity of project types: retail concepts, restaurants, hotels, residences, spas, creative workspaces, branding, exhibition design, community spaces, and product design, among many others. Mapos has worked with private clients, community groups, start-ups, and well-known brands including the Craft Restaurant Group, Clinique, Caudalie, Fresh, Coca-Cola, Nike, Fila, Asics, The Related Companies, Viacom/MTV, iStar Financial, Samsung, LivePerson, and the New York Stock Exchange.

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R.L. Baxter Building Corporation was founded in 1983 and specializes in hospitality, commercial, multi-family development. R.L. Baxter Building Corporation has been involved in the development and construction of numerous large-scale projects throughout the Hudson Valley. R.L. Baxter Building Corporation is a Poughkeepsie based development company with annual revenues exceeding $25M.

Project Summary

The core mission of this project is to design a building with an aesthetic that honors the historic charm of Newburgh, while influencing an exciting business atmosphere that will encourage and support future investment in the Newburgh Creative Neighborhood. Elements within the architectural design allow for both a visual and communal connection throughout the building. The completed project will house a unique food experience as the owner-occupied business (1st floor). A custom work place designed to attract additional commercial tenants will be located on the 2nd floor, while the third floor will consist of 7 market rate apartments that vary in size and feature.

Business Proposal (Owner-Occupied)

The restaurant space at 109 S William will serve as an inclusive gathering point where residents of the building, neighbors, and visitors to our city can come together for an affordable meal, and an experience that is reflective of how communities interact around food today.

Food and Experience: The food experience will include a casual sit-down restaurant, a bakery, and a food-hall style area with several options of prepared foods available to be eaten in the communal seating area, or for guests to take back home or their place of work. Catering will also be available. Initially we will be open from lunch to dinner, operating continuously, and breakfast could be added once in demand.

The menus will focus on simple preparations around the ideals of comforting, nourishing, shareable food. The style will be casual, the atmosphere lively, and the price point accessible. The restaurant's main feature will be Neapolitan pizzas, cooked in the wood burning oven, and easy to enjoy wines, and local beers on tap.

The food hall offerings will include salads, sandwiches, hot foods, and some specialty items that would rotate to keep things interesting for regular guests. While the bakery will produce bread for the restaurant and food hall, as well as a retail counter within the space.

Design: The space will be open, simply decorated, with a focus on raw materials and an open view into the inner workings of a food-making space. The full-floor facility will be centered around a large wood burning oven that will supply most of the food to the different outlets. During warm weather months guest will have access to the courtyard, which will include a seating area and an herb garden that will supply the kitchen.

Operations: The operation will employ 3-4 salaried managers, and 20-25 full-time hourly employees. As business grows, and operating hours are extended, the number of employees will increase accordingly. Wages will be fair and competitive, specific pay-rates and benefits will be determined as the business plan is developed.

BAXTER

Project Objectives
Create largest possible positive economic impact for the City.

Local Employment Opportunities: The owner-occupied business will immediately create the need for approximately 20-30 full time (salaried, hourly) employees, as well as an undefined number of part time employment, all at fair and competitive wages. The 2nd floor will provide housing for 50 employees and up to nine additional commercial tenants.

Service Local and Business Communities: The food experience will immediately address the underserved demand for quality, affordable food for institutions like Mount Saint Mary's and Saint Luke's, while also having the capability of servicing the greater and growing business community.

Community Gathering Space: Creating an exciting destination for local patrons and business to interact, collaborate and share a meal and laugh.

Project Specifics

The project will include the renovation of the existing 3-story structure into an interactive mixed-use building. 8,000sqft is to be used in development of owner occupied (1st floor) restaurant, dining, bakery with an additional 6,000sqft (2nd floor) to be used as maker/office space to house local and new businesses, totaling 14,000sqft of unique commercial and residential space. Finally, the 3rd floor will consist of approximately 7 beautifully designed residential living spaces. In total, the 109 S William renovation will involve the entire 21,000sqft building.

- Location: 109 South William Street, Newburgh, NY 12550
- Total Commercial Sqft. : 14,000 Sqft.
- Average Sqft. Per Unit (Commercial): 250-900 Sqft. with 1,200 Sqft. of shared space
- Total Residential Sqft. : 7,000 Sqft.
- Average Sqft. Per Unit (Residential): 750-1300 Sqft.
- Type of Building: Three-story building consisting of two floors of commercial space and third floor residential apartments
- Vehicle Parking: Off-street parking lot at side and rear of building to be utilized by residential and commercial tenants
- Site Access: Two driveways accessible from S. William St.
- Estimated Project cost: Approximately $2,700,000
- Project Construction Schedule: To start as soon as possible with a completion date approximately 12 months after commencement

In closing we look forward to working with the City of Newburgh throughout this award and approval process to transform this key site along South William in Newburgh.

Sincerely,

Eric Baxter

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
P (845) 471-1047 | F (845) 471-1004
www.baxterbuilt.com

The City of Newburgh

PRIVATE OWNER DEVELOPMENT APPLICATION

Submit Applications to:
Department of
Planning & Development
City Hall - 83 Broadway
Newburgh NY 12550
(845) 569-9400
www.cityofnewburgh-ny.gov

August 9, 2016

Property Disposition Process

Guiding Principles

This policy shall be used to promote and regulate the sale and reuse of City properties. The following are the guiding principles for the sale of City owned property:

- **Encourage development and reuse of properties**
- **Eliminate blight and revitalize neighborhoods**
- **Strengthen the City's tax base**
- **Encourage job creation**
- **Convey land in a unified, predictable, timely and transparent process.**

Property sales are conducted consistently and regularly and are based on various factors, including the condition of the property, the assessed value and the ability to recapture the City's property tax loss.

Qualified Purchasers & Bids

All purchasers of City-owned property must fulfill their commitments to the City and to their neighbors which includes paying property taxes and maintaining property in accordance with all municipal codes and ordinances.

A Qualified Purchaser is defined as one who is in good standing on all municipal obligations, and:

1. **Is an individual, developer, or organization with no outstanding tax or property-related liens and**
2. **Does not own any property that is subject to any significant unremediated violation of City codes and ordinances; and**
3. **Has not been an owner in a completed City of Newburgh tax foreclosure proceeding.**

Prospective owners must purchase and rehabilitate the target property within 18 months.

All purchasers must submit disclosures as required by the City. A qualified Bid is one that includes:

1. **Adequate plans for development;**
2. **Demonstrated capacity to complete work proposed;**
3. **Proven financial resources;**
4. **Demonstrated ongoing operating capacity**

Side Yards

Property may be transferred to individuals for nominal consideration in accordance with the following

- **City owned vacant land adjacent to the applicant's residential property with common boundary line on either side or behind the property.**
- **In the event that multiple adjacent property owners desire to acquire the same side lot, the lot may be transferred to the highest bidder for the property, or subdivided upon mutual agreement by both adjoining property owners**
- **Maximum adjacent lot value: $15,000**
- **Maximum adjacent lot size: 5000 sq ft.**

Purchase Process

1. **In order to inspect a property the following must be provided:**
   a. **Properties may only be inspected by qualified buyers. Proof of funding must be on file prior to scheduling an inspection.**
   b. **All interested parties must provide a waiver of liability prior to entering a City owned property.**
   c. **Inspection of City-owned property takes place on Fridays by appointment only.**

2. **All proposals should be submitted using the Private Owner Development Application (PODA). Depending on the development proposed additional materials may be requested. Additional information may be required regarding financing plans, as well as preliminary design and/or specifications.**

3. **The purchaser will not only need to pay the agreed upon purchase price but also the prior year's school taxes and County real estate taxes. The purchaser will also be responsible for paying the current year's City tax, which will be prorated at closing.**

4. **Purchase of property is subject to the approval of the City Council.**

5. **The purchaser of the property is responsible for the title search and recording fees for the transaction.**

6. **If a purchaser opts not to complete the purchase after City Council approval, the purchaser may be barred (at the discretion of the Department of Planning and Development) from being considered for purchasing other City-owned property.**

Release of Liability

I Eric Baxter, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

Eric Baxter
Print

Signature

2/23/18
Date

Proposal Form

Contact Information:

Name: ERIC BAXTER
Business Name (If Applicable): R.L. BAXTER BUILDING CORP
Address: 278 MILL STREET, SUITE 100
City, State & Zip: POUGHKEEPSIE NY 12601
Home phone:
Business Phone: 845·471·1047
Mobile Phone:
E-mail: ERIC@BAXTERBUILT.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

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

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

N/A

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

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

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

Individual Property Bid Sheet

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

Property Address: 109 South William St, Newburgh, NY 12550

S-B-L#: 45-4-5

Type of Project:

____ Single Family (includes a condominium unit)

____ Multi-Family (# of Units___)

_X_ Mixed Use (Commercial & Residential - # of Residential Units 7)

For the property types listed above, will it be occupied by the purchaser: Yes___ No___

_X_ Commercial ____ Industrial

____ Vacant Land (Proposed Use:_____)

Offer Purchase Price: $ 75 000 ★Contingent on Environmental Testing ★$25K after Phase 1 Testing ★$50K @ time of Permitting ★ close @ time of permit
(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: **$** 2,700,000

Who will be doing the work? _X_ Self ___Other (complete below)

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

General Contractor: R.L. Baxter Building Corp
Architect: Mapos
Engineer: TBD

SEE PREVIOUS PROPOSAL

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

	Property/Project No. 1	Property/Project No. 2
Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.		
Role (i.e. owner, partner, general contractor, architect, investor.)		
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)		
Property Type: (i.e. single-family, multi-family rental or commercial.)		
Number of Buildings in Project		
Total Number of Residential Units in Project/Building		
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs		
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)		
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

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

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

What You Should Attach:

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

Business Relationship:

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

_____ 2/23/18
Signature Date

ERIC BAXTER _____ Social Security # [redacted] Date of Birth: [redacted]
Print Name

Submit Application to:

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

Standard Terms and Conditions of Sale

(This Form should be retained by the applicant. It does not need to be included with the submitted application.)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 201?-201?,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 201?-201? and any County taxes paid, as well as subsequent levies up to the date of closing. Upon the closing, the property shall become subject to taxation and apportionment of the 201? City and County taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **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. If a property is a single family home or condominium unit, the property is usually sold subject to an owner-occupancy restriction – as so stipulated by City Council. 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 if 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 if the property is vacant and unoccupied, this parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions. 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. *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 purchaser shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
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 and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Titie 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 closing 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 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.

NOTE: THESE TERMS AND CONDITIONS OF SALE CAN BE SUBJECT TO MODIFICATION AND/OR ADDITION PRIOR TO SALE APPROVAL BY THE NEWBURGH CITY COUNCIL.

BAXTER

DESIGN DIAGRAMS

See Attached Document

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
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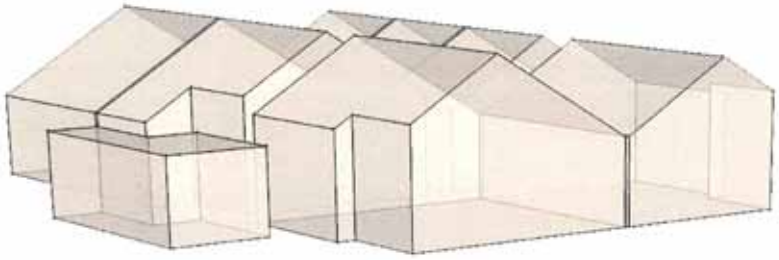
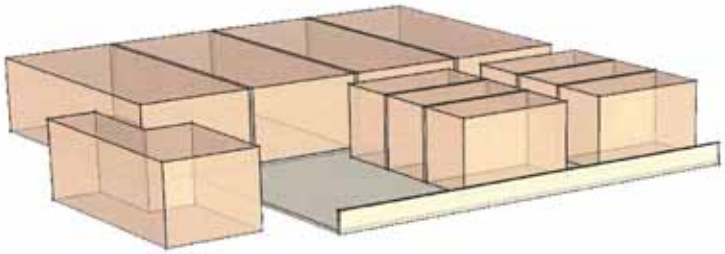
Mapos



THIRD FLOOR

APPROX. 6,885 SF

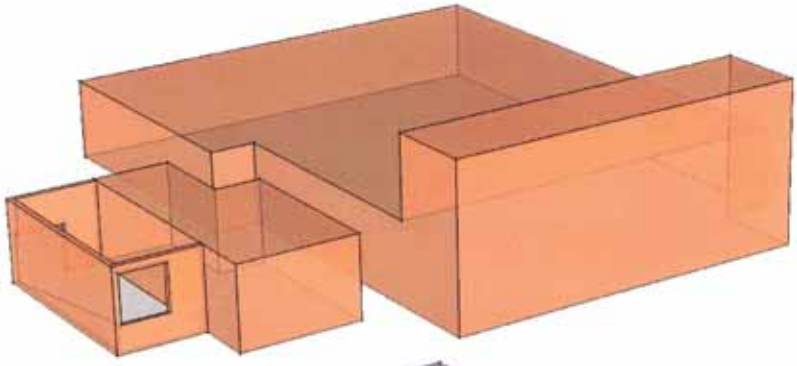
7 RESIDENTIAL UNITS
(with vaulted ceilings and skylights)



SECOND FLOOR

APPROX. 6,000 SF
(floor deck pulled back ~15' from facade to create an overlook into the ground floor space)

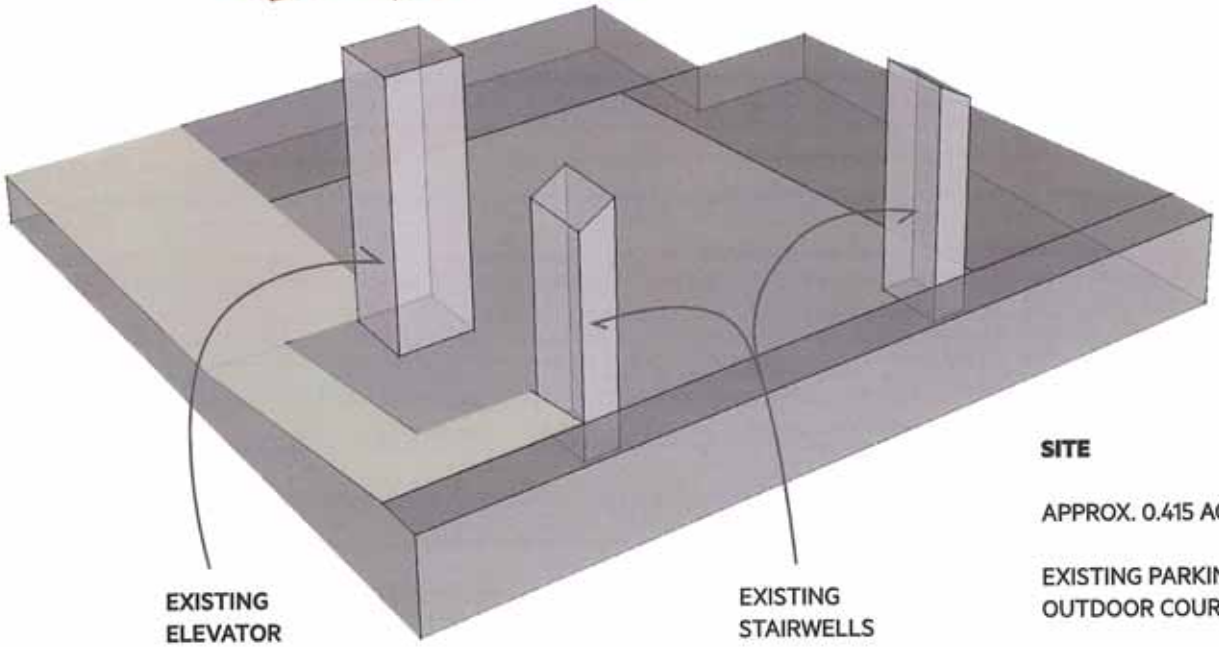
10 COMMERCIAL UNITS
(with shared community space)



GROUND FLOOR

APPROX. 6,885 SF
(with double height space on S William Street for sidewalk visibility)

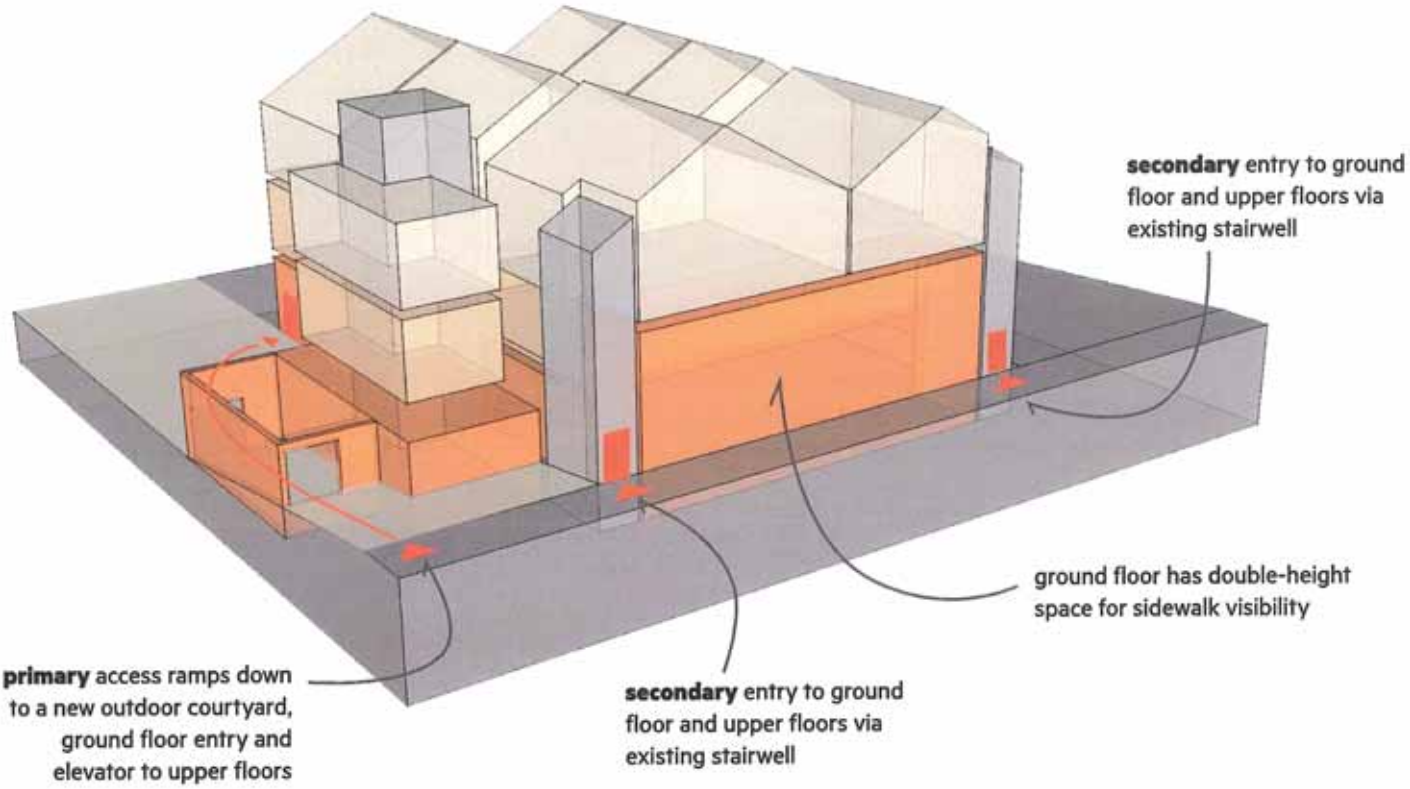
1 COMMERCIAL/RETAIL UNIT



SITE

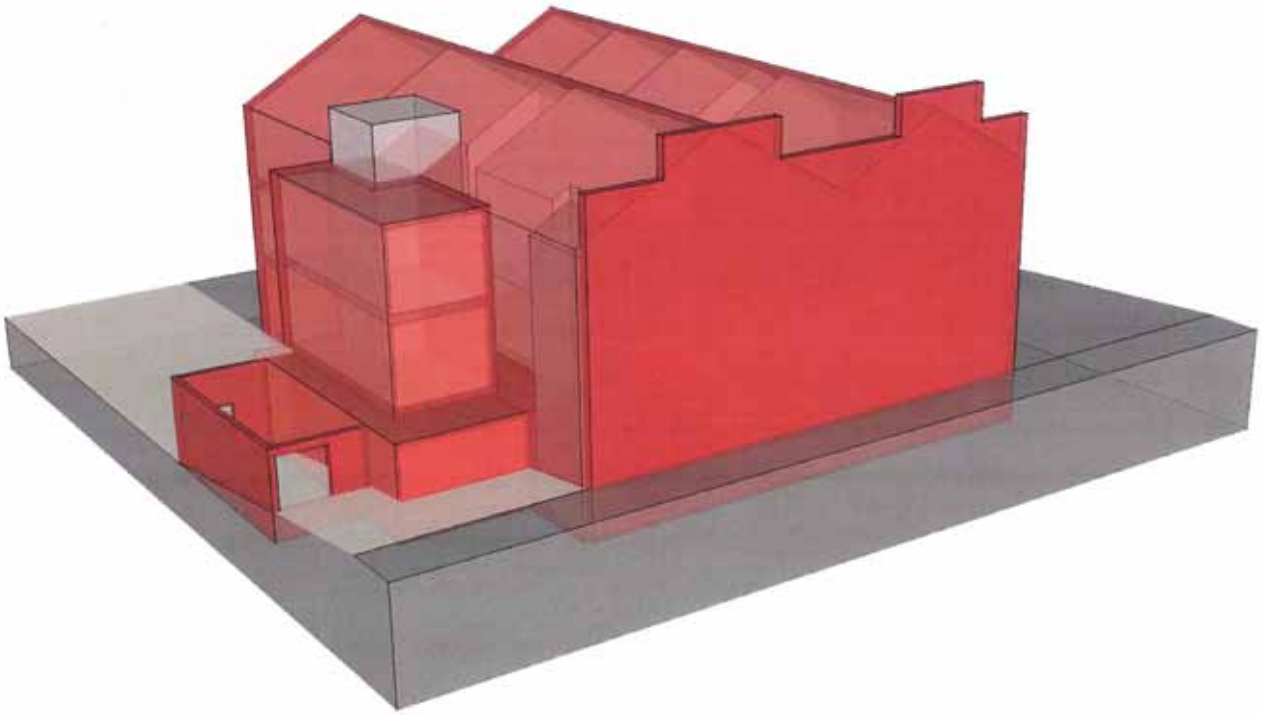
APPROX. 0.415 ACRES

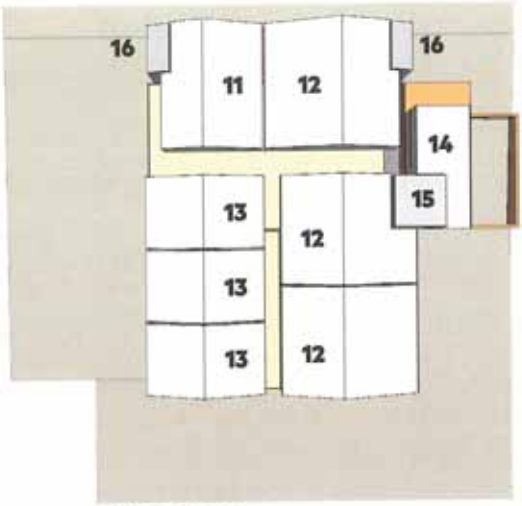
EXISTING PARKING AND NEW OUTDOOR COURTYARD



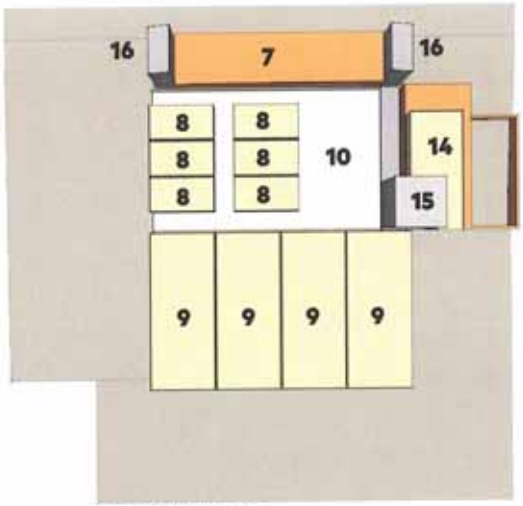
NEW STACKED PROGRAM AREAS...

...IN HISTORIC BRICK ENVELOPE

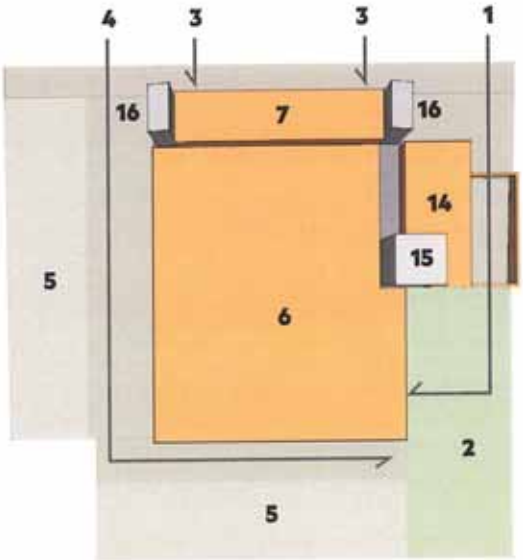




THIRD FLOOR



SECOND FLOOR



GROUND FLOOR

KEY

1 PRIMARY PEDESTRIAN ENTRY
2 OUTDOOR COURTYARD
3 SECONDARY PEDESTRIAN ENTRY
4 VEHICULAR ACCESS
5 PARKING

6 GROUND FLOOR COMM/RETAIL (6,885 SF)
7 DOUBLE HEIGHT SPACE

8 COMMERCIAL UNIT (250 SF)
9 COMMERCIAL UNIT (900 SF)
10 SHARED COMMUNITY SPACE (1,200 SF)

11 RESIDENTIAL UNIT (1,000 SF)
12 RESIDENTIAL UNIT (1,300 SF)
13 RESIDENTIAL UNIT (750 SF)

14 MECHANICAL/STORAGE
15 ELEVATOR
16 STAIRWELL

BAXTER

PRIVATE OWNER DEVELOPMENT APPLICATION (PODA)

See Attached Document

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
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PODA EXAMPLE PROJECTS

EXAMPLE PROJECTS

1. Mill House Brewing Company | Poughkeepsie, NY
   289 Mill Street | Poughkeepsie, NY 12601
   - **Role:** Partner / General Contractor
   - **Type of Project:** Gut-renovation plus addition
   - **Property Type / Industry:** Commercial / Hospitality
   - **Number of Buildings:** One
   - **Total Number of Residential Units:** N/A
   - **Square Footage:** 9,000 SF
   - **Total Estimated Development / Rehabilitation Costs:** $3M
   - **Completion Date:** November 2013
   - **Government Program:** N/A

2. Heritage Food + Drink | Wappingers Falls, NY
   1379 U.S. 9 | Wappingers Falls, NY 12590
   - **Role:** Partner / General Contractor
   - **Type of Project:** Gut-renovation plus addition
   - **Property Type / Industry:** Commercial / Hospitality
   - **Number of Buildings:** One
   - **Total Number of Residential Units:** N/A
   - **Square Footage:** 6,400 SF
   - **Total Estimated Development / Rehabilitation Costs:** $3M
   - **Completion Date:** August 2017
   - **Government Program:** N/A

3. Scribner's Catskill Lodge | Catskill, NY
   13 Scribner Hollow Rd | Hunter, NY 12442
   - **Role:** General Contractor
   - **Type of Project:** Gut-renovation plus addition
   - **Property Type / Industry:** Commercial / Hospitality
   - **Number of Buildings:** One
   - **Total Number of Residential Units:** N/A
   - **Square Footage:** 38,000 SF
   - **Total Estimated Development / Rehabilitation Costs:** $3.5M
   - **Completion Date:** 2017
   - **Government Program:** N/A

4. Churchill Apartments | Beacon, NY
   7 Creek Drive | Beacon, NY 12508
   - **Role:** General Contractor
   - **Type of Project:** New Construction
   - **Property Type / Industry:** Commercial / Multi-Family
   - **Number of Buildings:** One
   - **Total Number of Residential Units:** 46
   - **Square Footage:** 48,000 SF
   - **Total Estimated Development / Rehabilitation Costs:** $10M
   - **Estimated Completion Date:** March 2018
   - **Government Program:** N/A

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MILL HOUSE BREWING COMPANY
Poughkeepsie, NY

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
O. 845.471.1047 | F. 845.471.1004
W. baxterbuilt.com

BAXTER

HERITAGE FOOD + DRINK
Wappingers Falls, NY

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
O. 845.471.1047 | F. 845.471.1004
W. baxterbuilt.com

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SCRIBNER'S CATSKILL LODGE
Catskill, NY

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
O. 845.471.1047 | F. 845.471.1004
W. baxterbuilt.com

BAXTER

CHURCHILL APARTMENTS
Beacon, NY

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
O. 845.471.1047 | F. 845.471.1004
W. baxterbuilt.com

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
_X_ Letter from Lender/Investor
___ Personal or Business Bank Statement
___ Evidence of project funding
___ Developers should provide three years financial statements

What You Should Attach:

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

Business Relationship:

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

Signature _____ Date 12/15/17

Eric Baxter Social Security #051-74-6884 Date of Birth: 1/11/88
Print Name

Submit Application to:

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

Standard Terms and Conditions of Sale

(This Form should be retained by the applicant. It does not need to be included with the submitted application.)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 201?-201?,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 201?-201? and any County taxes paid, as well as subsequent levies up to the date of closing. Upon the closing, the property shall become subject to taxation and apportionment of the 201? City and County taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **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. If a property is a single family home or condominium unit, the property is usually sold subject to an owner-occupancy restriction – as so stipulated by City Council. 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 if 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 if the property is vacant and unoccupied, this parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions. 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. *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 purchaser shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
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.
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BAXTER

BUDGET BREAKDOWN

See Attached Document

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
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www.baxterbuilt.com

109 South Williams Newburgh Development Budget

Sources of Funds		Total Project Budget	% of Total Cost
Bank Loan		$ 1,587,600.00	60%
Cash Equity		$ 1,050,000.00	40%
Non-Cash Equity		$ -	0%
Grant Funding		$ -	
Total Project Costs	Total Funds	$ 2,637,600.00	

Uses of Funds	Total Project Budget	$ per SF
Land Acquisition		
Land Costs	$ 10,000.00	$ 0.48
Closing Costs	$ 25,000.00	$ 1.19
Past Due Taxes	$ -	$ -
	$ 35,000.00	$ 1.67
Design Costs		
Architect	$ 70,000.00	$ 3.33
Structural Engineer	$ 10,000.00	$ 0.48
MEP Engineer	$ 50,000.00	$ 2.38
Interior Designer	$ -	$ -
Civil Engineer	$ 10,000.00	$ 0.48
	$ 140,000.00	$ 6.67
Administrative		
Legal	$ 10,000.00	$ 0.48
Insurance	$ 20,000.00	$ 0.95
Real Estate Taxes	$ 13,600.00	$ 0.65
Planning Board Fees	$ 10,000.00	$ 0.48
IDA	$ -	$ -
Accounting	$ 10,000.00	$ 0.48
	$ 63,600.00	$ 3.03
Financial		
Bank Fees	$ 25,000.00	$ 1.19
Mortgage Tax	$ -	$ -
Construction Int.	$ 50,000.00	$ 2.38
	$ 75,000.00	$ 3.57

Construction Costs		
Sitework	$ 150,000.00	$ 7.14
Residential Construction Costs	$ 770,000.00	$ 110.00
Commerical Construction Costs	$ 980,000.00	$ 70.00
General Conditions	$ 250,000.00	$ 11.90
Contractors Fee	$ 142,500.00	$ 6.79
Insurance	incl.	$ -
	$ 2,292,500.00	$ 109.17
Reserves		
Marketing	$ 10,000.00	$ 0.48
Website	$ 6,500.00	$ 0.31
Management	$ 15,000.00	$ 0.71
Lease Up	$ -	$ -
	$ 31,500.00	$ 1.50
Total Budget	**$ 2,637,600.00**	**$ 125.60**

BAXTER

LETTER OF RECOMMENDATION

See Attached Document

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
P (845) 471-1047 | F (845) 471-1004
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Rhinebeck Bank

Corporate Offices
2 Jefferson Plaza
Poughkeepsie, NY 12601
845-454-8555
www.rhinebeckbank.com

December 15, 2017

City of Newburgh
Kathryn F. Mack, City Comptroller
83 Broadway 4th Floor
Newburgh, NY 12550

Subject: Baxter Reference Letter

Ms. Mack:

Rhinebeck Bank has enjoyed a lending relationship with the Baxter Family and its affiliates for over five years. During this time, the Bank has extended credit on 18 different occasions to them and their affiliates. At this time, total exposure is just under $9,000,000. All loans have been paid as agreed and all projects have been successfully completed.

In summary, Rhinebeck Bank considers the Baxter's to be one of our most significant clients and a relationship that we look forward to continue to grow in the future.

Sincerely,

Roy E. Shemitz
Vice-President, Commercial Lending
Rhinebeck Bank

Member FDIC Equal Housing Lender

BAXTER

OFFER LETTER

See Attached Document

278 Mill Street | Suite 100 | Poughkeepsie, NY 12601
P (845) 471-1047 | F (845) 471-1004
www.baxterbuilt.com

BAXTER

Offer to Purchase

This offer, made this date 12.15.17, between (Seller(s)) City of Newburgh

residing at City Hall - 83 Broadway, Newburgh, NY 12550 and (Purchaser(s)) R.L. Baxter Building Corp.

residing at 278 Mill St, Suite 100 | Poughkeepsie, NY 12601. The Seller agrees to sell and the Buyer agrees to purchase the property usually known and designated as: 109 South William Street | Newburgh, NY 12550 under the following terms:

$ 10,000.00 Total Sales Price

$ 0.00 Payment Upon Signing Superseding Contract

$ 10,000.00 Cash Balance at Closing

Contracts to be drawn and presented on or about 30 Days.

Transfer of Title to be complete on or about 90 Days.

The Purchaser(s) obligation to proceed to closing is contingent upon obtaining a N/A mortgage in the amount of $ N/A at prevailing rate of interest.

Seller(s) shall provide Purchaser(s) with copies of existing Certificates of Occupancy for all improvements, survey, if applicable, and all other Permits and Certifications that pertain to the property.

Non-Real Estate Items Included in the Sale: N/A

Other Agreements: 60 Days due diligence
Contingent on phase 1 environmental / structural review.

The parties acknowledge that N/A and N/A are the Brokers who brought about their meeting of the minds and Seller(s) agrees to pay the Brokers Commission pursuant to the Listing Agreement. The Seller(s) authorizes and directs their attorney to effect the payment of the commission from the proceeds of the sale at the closing of the titles.

SELLER

Attorney: _____

Address: _____

Phone: _____

Email: _____

Salesperson: _____

Salesperson License #: _____

Office: _____ Office UID#: _____

Phone: _____

Email: _____

BUYER

Attorney: Mackey Butts & Wise LLP

Address: 319 Mill Street | Poughkeepsie, NY 12601

Phone: 845.452.4000

Email: jmackey@mbwise.com

Salesperson: _____

Salesperson License #: _____

Office: _____ Office UID#: _____

Phone: _____

Email: _____

BAXTER

PARTNERS

OMB, LLC

DEVELOPER
R.L. BAXTER BUILDING CORP.

RESUME
Eric Baxter | Vice President
278 Mill Street, Suite 100 | Poughkeepsie, NY 12601
O. 845.471.1047 | C. 845.206.8313

ABOUT & COMPLETED PROJECTS
See Attached

ARCHITECT
MAPOS

RESUME
Colin Brice | Principal
2 East Broadway, 7th Floor | New York, NY 10038
O. 212.529.5005 x102 | C. 917.721.6521

APPROACH & CASE STUDIES
See Attached

RESTAURANTEUR
SISHA ORTUZAR

CV & PORTFOLIO
Sisha Ortuzar | Co-Founder of 'Wichcraft, Riverpark & Riverpark Farm
29 Powder Mill Road | Newburgh, NY 12550
C. 646.239.3827

Developer

R.L. Baxter Building Corporation

Resume, About & Completed Projects

BAXTER

ERIC BAXTER
Owner / Vice President

Contact:
C. 845.206.8313
O. 845.471.1047
E. eric@baxterbuilt.com

- Chairs strategic planning & leadership
- Heads growth initiatives
- Oversees $40+ million of annual construction
- Captains real estate acquisitions & development projects
- Responsible for banking relations & negotiations
- Guides 70+ employees & executive staff
- General operations oversight

CHURCHILL APARTMENTS
Beacon, NY
$10M
New construction of 46 Unit Apartments over parking garage.
Completion Date: March 2018

HERITAGE FOOD + DRINK
Wappingers Falls, NY
6,400 Sq Ft
Design-build, gut-renovation plus addition of 2-story tower.
Completion Date: June 2017

SCRIBNER'S CATSKILL LODGE
Hunter, NY
$3M / 38,000 Sq Ft
Design-build, gut-renovation of 38,000 Sq Ft lodge featuring a restaurant, lounge spaces and 38 custom guest-rooms.
Completion Date: March 2017

NEW YORK PRESBYTERIAN HOSPITAL
Cold Spring, NY
$2.1M
Medical renovation fit-up over two floors consisting of 9,700 Sq Ft.
Completion Date: April 2017

BMW OF HUDSON VALLEY
Poughkeepsie, NY
10,386 Sq Ft
Demolition of existing building & new construction with canopy.
Completion Date: December 2016

HYDE PARK ASSISTED LIVING FACILITY
Hyde Park, NY
$5M
Gut-renovation of an abandoned bowling alley. The renovated Assisted Living Facility hosts 64 beds, leisure spaces, multiple bath & shower rooms, an industrial kitchen & shared dining hall.
Completion Date: September 2016

ORTHOPEDIC ASSOCIATES OF DUTCHESS COUNTY
Hopewell Junction, NY
$4M / 12,000 Sq Ft
State-of-the-art medical offices and examination rooms in Dutchess County.
Completion Date: August 2016

DYSON BREAST CENTER
Poughkeepsie, NY
$1.6M / 12,000 Sq Ft
Medical office fit-out with high-end finishes.
Completion Date: June 2015

MILL HOUSE BREWING COMPANY (MHBC)
Poughkeepsie, NY
$3.5M
Gut-renovation of pre-1830's historic building.
Completion Date: November 2013

BAXTER

ABOUT R.L. BAXTER BUILDING CORP.

Robert Baxter came to Poughkeepsie in 1973 from Massena, NY and taught Technology at the City of Poughkeepsie Middle School for over 30 years. In 1983 while teaching, Mr. Baxter established R.L. Baxter Building Corporation. Under the leadership of Amanda and Eric Baxter, the company has grown into a significantly larger operation which consists of approximately sixty-five employees, including Project Executives, Project Managers, Site Supervisors, Foremen, Carpenters and Laborers.

We work closely with owners and architects involved in each project to create the best possible building for the growing needs of our clients. For over 30 years, Baxter has been redefining what a construction and development company can do.

That's why our tagline is simply *Baxter Built*. It represents a long-standing and hard-earned reputation as one of the premier construction management firms in the Hudson Valley.

In the 30 years since our founding, we have successfully completed thousands of projects, from modest residential renovations to some of the most sophisticated ground-up facilities and commercial spaces in the Hudson Valley.

THE BAXTER TEAM

At Baxter, every project we take on is met with meticulous craftsmanship, an impeccable eye for design and finishing, and an unwavering commitment to on-time, on-budget completion.

Many firms have a singular specialty and are brought in on a large project for just that one part of the job. But at Baxter, we believe every project is unique, complex, and requires wearing a lot of different hats. That's why we maintain a diverse team of specialized experts that work in close collaboration with each other and our clients to get every part of the job done right, from start to finish.

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www.baxterbuilt.com

BAXTER

BAXTER IN-HOUSE SERVICES

- Demolition
- Framing/Cold Form Metal/Light Gauge Metal
- Insulation
- Sheetrock & Tape/Painting
- Doors, Frames, Hardware
- Windows
- Acoustical Ceilings
- General Contracting
- Construction Management
- Pre-Construction
- Estimating
- Owners Representation
- Interior Design
- Design/Build Services

GENERAL CONTRACTING

Our general contracting services are the foundation upon which this company was built – it's in our DNA. Baxter offers a full spectrum of capabilities ranging from modern, state-of-the-art laboratory and medical facilities to complicated mixed-use projects. Our experience with both commercial and retail projects of all sizes is augmented by our background in providing high-end residential and hospitality design-build services. With finishes that excel and aesthetic execution that meets the highest standards, we pride ourselves on pushing the boundaries of what can be accomplished for our clients.

CONSTRUCTION MANAGEMENT

Baxter provides comprehensive project and construction management that is success driven and focused on maximizing our client's long-term value. Each project is tailored to key elements that are unique to your budgetary goals. Our experienced team guides the process from start to finish, by outlining clearly defined scopes, setting realistic budgetary goals, and utilizing cloud-based software to keep you updated around the clock, meaning your project's status is always available for making critical decisions.

At Baxter, the full breadth of your construction project's master planning, design and build phase is executed with mindful attention to the budget and laser focus on your completion date. We stand behind every project we undertake and provide you with the assurance that goals are met, and your vision is realized.

PRE-CONSTRUCTION

The many benefits of early planning during the design phase become realized during the buyout and scheduling of your project. By helping identify potential problems and implementing solutions, we excel at eliminating hidden costs and streamlining the construction process, avoiding further costly delays. We collaborate with owners and design teams throughout the process, offering viable alternatives when necessary, and always looking to save both time and cost without sacrificing quality.

ESTIMATING

Precise cost estimates provide you with the analysis tools to control your total budget and evaluate feasibility. Our estimating team draws upon a wide range of experience, utilizing historical and actualized unit pricing to provide you with realistic budgets and scheduling. Our in-house cost database is updated daily, as we are regularly working on a wide range of projects. But beyond the database, Baxter's full resources are used in each analysis, tailoring our estimates to your individual requirements. This ensures that our numbers on all renovations, ground-up buildings, and repair work are both relevant and accurate.

BAXTER

OWNERS REPRESENTATION

Acting as an owner's representative means serving as an extension of the owner's core team. Baxter takes this role very seriously, proudly and confidently offering guidance through the lifecycle of your project, while protecting your interests at all times. We become the client's "eyes and ears" on the ground, as well as their resource for looking after each component of the project.

Baxter provides on-site representation to make sure that construction proceeds in accordance with contract documents, on time and within budget. Additionally, we monitor each phase of the project, not just on-site but overall, and give our clients expert, technical knowledge on a macro level, and always answer all of your questions, enabling you to make informed and timely decisions. We truly act ad your advocate, helping you focus on core goals while delivering the value-added resources to make your project a success.

INTERIOR DESIGN

Baxter's design services are exceptional. As a full-service construction company, we have the ability to involve our creative team during pre-construction and schematic design, as the construction plans are created. The design team works directly with our project management team to form a seamless project path from start to finish. From finishes to trim and cabinetry, the creative process brings together the wide array of available materials and possibilities that transform an architectural idea into a client's dream.

DESIGN/BUILD SERVICES

Our Design-Build process streamlines all of your project components together into a single point of responsibility for project quality, cost and schedule. Our various in-house departments and long-standing relationships throughout the region allow us to find ideal solutions and efficiencies for any project plan. This integrated approach helps us hone in even more on the specific needs of each project. Baxter's staff includes professionals in all areas, from estimating, scheduling and procurement, to construction administration, safety, quality, cost control and MEP coordination and commissioning. This turnkey solution covers all aspects of design and construction and offers a unique platform to save you time and money.

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BAXTER

BAXTER COMPLETED PROJECTS: MEDICAL FACILITIES, NON-PROFIT & MUNICIPAL

MEDICAL FACILITIES

- New York Presbyterian Hudson Valley Hospital Cold Spring, NY
- Hyde Park Adult Living Facility
- Orthopedic Associates of Dutchess County
- Dyson Breast Center
- Health Quest
  - HQ Oncology Lab
  - HQ Urgent Care
  - HQ OR Ceiling
  - HQ Case Management
  - HQ Surgeons Lounge
  - HQ Anesthesia Lounge
- Vassar Brothers Medical Center
  - VBMC Heart Center
  - VBMC Emergency Room
  - VBMC Basement Structural Repairs
- Mount Kisco Medical Group
  - MKMG Ophthalmology
  - MKMG Physicians Suite
- Northern Dutchess Hospital
  - NDH Physicians Lounge
  - NDH Emergency Room
- Putnam Hospital Center Outpatient Radiology
- Pulse MD
- Emergency One
- Bambini Pediatrics
- CareMount Medical Group
- Lagrange Physical Therapy
- Lab Corp
- Plastic Surgeons of the Hudson Valley
- Liberty Dialysis
- Dr. Minzter Animal Hospital

NON-PROFIT / MUNICIPAL

- Pace University: College of Health Professions – Lienhard Hall
- Marist College
  - Donnelly Hall
  - McCann Media Center
  - Bookstore
  - Admissions
- Culinary Institute of America
  - Roth Hall
  - American Bounty Restaurant
- Mental Health Association of Columbia-Greene Counties
- Mission Church
- Mid-Hudson Library Systems
- Christ Church Archdiocese of NY
- Poughkeepsie Library at Bancroft
- Mid-Hudson Children's Museum
  - Elevator Tower
  - Office Renovation
- Pleasant Valley Town Hall
- Dutchess County DPW Buildings
- FAA Pawling VOR
- Hudson River Housing
- Bolger House Renovations
- MARC Renovations
- Rehabilitation Support Service

BAXTER

BAXTER COMPLETED PROJECTS: RETAIL, OFFICES, HOSPITALITY, MULTI-FAMILY & RESIDENTIAL

RETAIL

- Townsend Plaza
- Mid-Hudson Valley Federal Credit Union
- NSN LLC. – Retail shell
- HZ Electric – Poughkeepsie, NY
- Shamrock Wine & Liquor Store
- Waddle n Swaddle
- Valvoline
- Bounce
  - Poughkeepsie, NY
  - Springfield, MA
- Crunch: Poughkeepsie, NY
- Gravity Vault Indoor Rock Gym
- PetSmart: Poughkeepsie, NY
- Ulta: Poughkeepsie, NY
- Verizon Wireless: Poughkeepsie, NY
- Staples: Poughkeepsie, NY
- John Mini Distinctive Landscapes
- Volvo
  - Hudson Valley Volvo
  - Volvo of Danbury
- Friendly Acura Middletown
  - Service Area
  - Showroom
- BMW of Hudson Valley
  - Service Area
  - Showroom
- Kingston Ford
- Dunkin Donuts: Hyde Park
- Red Cap Cleaners
- Mike Arteaga's Pool Addition
- Williams Lumber: Hyde Park
- DXL

OFFICES

- (ICR) Immediate Credit Recovery at Neptune Commerce Center
- Hudson Valley Community Service
- Steve Klein & Associated PC
- Michael Varble & Associates PC
- R.L. Baxter Offices
- Central Hudson
- Dutchess Beer Distributors: Office, Canopy
- Emery Webb
- Patterson Planning
- Liberty Mutual Insurance
- NW Insurance
- Stifel Nicolas
- D'Arcangelo
- Patrick Properties
- Wallace & Wallace Law Office Addition
- Riverside Office Building Renovations
- Shoels Miller
- Ostertag, Oleary, Barret, & Faulkner

HOSPITALITY

- Heritage Food + Drink
- Scribner's Catskill Lodge
- Twisted Chicken
- Mill House Brewing Company
- MHBC Production Brewery
- Dutchess Golf Country Club
- Andy's Place Restaurant

MULTI-FAMILY / RESIDENTIAL

- Apartment Complexes
  - Churchill Street, Beacon
  - 54 Verrazano Blvd, Poughkeepsie
  - 50 Garden St, Poughkeepsie
  - Blvd Knolls, Poughkeepsie
  - Mansion St, Poughkeepsie
  - Clover Way, Poughkeepsie
  - Academy St, Catskills
- Renovations
  - 315 Main St, Beacon
  - 132 Franklin St, Poughkeepsie
  - Balfour Beauty, Poughkeepsie Landing
  - 100 South Randolph, Poughkeepsie
  - Poughkeepsie Housing Authority
  - Beacon Housing Authority
- Modern Estate
- City Estate
- Hudson River House
- Country House

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Architect

Mapos

Approach and Case Studies

Colin Brice

Partner and Co-Founder, Mapos

Colin grew up visiting architectural landmarks on family vacations, leafing through design magazines on the coffee table, and discussing architecture around the dinner table. As the son of an architect, his passion for design began at an early age and instilled in him that place making is at its essence a creative human endeavor that is inseparable from our daily lives.

After completing undergraduate studies at Carnegie Mellon and working for different firms, Colin went in search of a more human-centered design approach. This led him to graduate school at Yale, where he created a curriculum for himself that investigated how people use and are affected by the spaces that surround them every day. This course of study led him to a leadership role at Pompei A.D. – one of the few firms at the time to actively investigate the idea of experiential design. Colin became the firm's design director, and lead projects focused on the integration of commerce, culture, and community and speaking globally on the subject.

Colin met Caleb, his co-founder, working in Aspen, Colorado in the mid-1990s. Their shared mountain adventures and mutual appreciation for world travel, modern design, and an outdoor lifestyle, made them instant friends and perfect partners in Mapos, which they founded in 2008.

Founded on the premise that great design can be sustainable, humane, and culturally relevant, Mapos gained immediate recognition for its client-specific design solutions and unwavering dedication to integrative design process. The firm's portfolio of work is notable both for its focus on design and for its broad diversity of project types: retail concepts, restaurants, hotels, residences, spas, creative workspaces, branding, exhibition design, community spaces, and product design, among many others. Mapos has worked with private clients, community groups, start-ups, and well-known brands including the Craft Restaurant Group, Clinique, Caudalie, Fresh, Coca-Cola, Nike, Fila, Asics, The Related Companies, Viacom/MTV, iStar Financial, Samsung, LivePerson, and the New York Stock Exchange.

Having created the Mapos approach to make the basic notion of human empathy the backbone of the design process, Colin has become a respected leader in the design and branding industries. In addition to leading the firm's ever-growing and award-winning portfolio, Colin lectures widely on the subjects of design integration and human- and community-centered design and development.

We are architects who understand culture and communities

Mapos: a combination of "map" – meaning to map, strategize, and to help people find their way – and "os," which stands for Open Source, a free sharing process where everyone's input is valuable and essential.

Founded in 2008 by Colin Brice and Caleb Mulvena, Mapos is an integrated team of architects, designers, and hard-to-label creative instigators that works with clients and colleagues to design creative concepts, architectural environments, and experiential branding. We define our role in the most holistic and comprehensive way possible, in pursuit of projects that have depth and meaning for the people who inhabit them. Our work grows out of a keen interest in the type of person who will be living, sleeping, working, shopping, eating, and playing in the places we design.

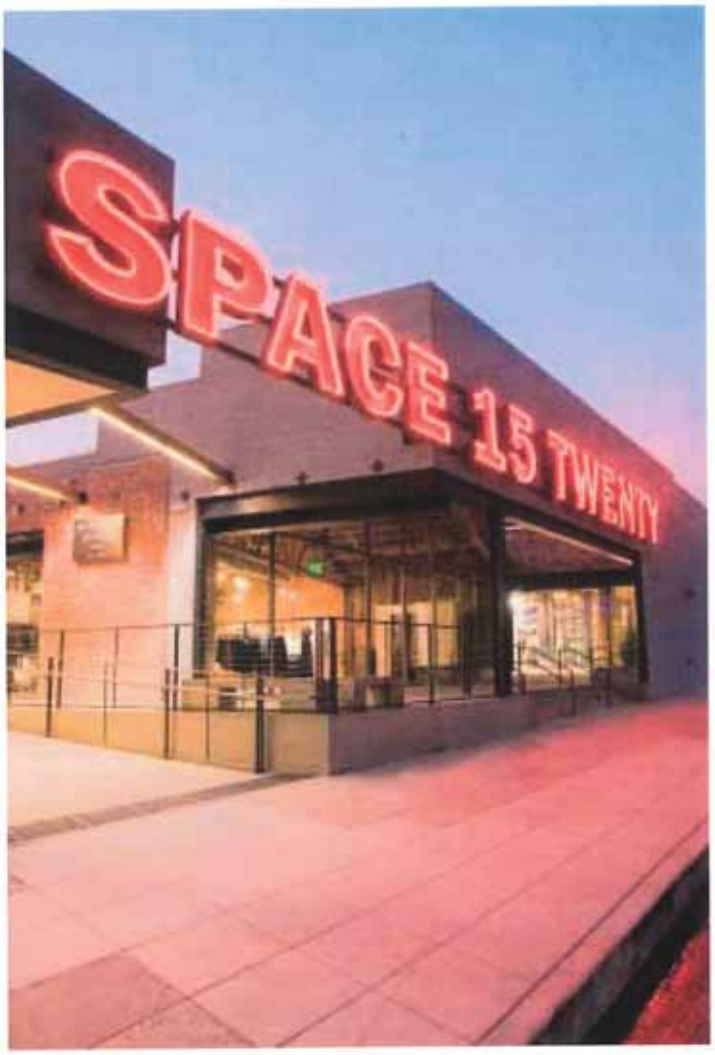
We derive our inspiration from a project's cultural and physical context – most of all from the community it will serve. We focus on the connections between people to the places that surround them to transform and elevate environments in which people thrive – no matter the scale – to find the best solution. This design process does not focus on a particular building type, but rather the people at the heart of the project. This creative approach invariably leads to engaging, effective, and beautiful places that people enjoy and want to come back to.

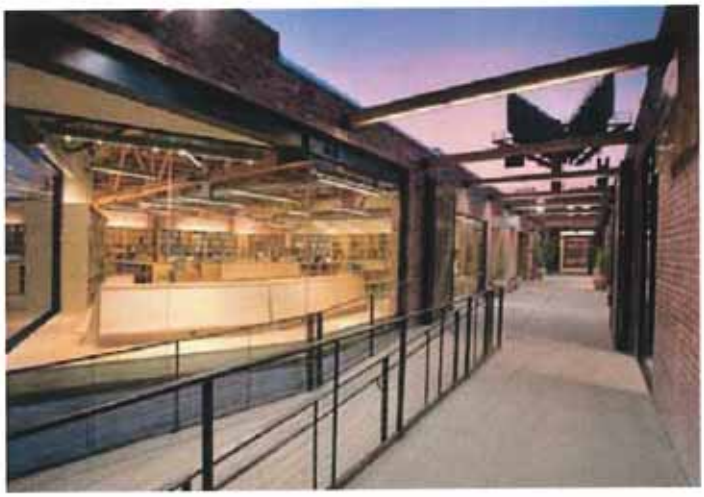
We have successfully designed a wide range of projects from retail and hospitality to residential and workspace. We place our clients and their communities in the middle of comprehensive and thoughtful design strategies that can involve master planning and community visioning; adaptive reuse and mixed-use development; landscape design; exhibits, events, installations and pop-ups; and branding and experience design.

Mapos

Project Name:
Republic Restoratives Distillery

Project Type:
Adaptive Reuse, Commercial





Mapos

Project Name:
Space 15 Twenty

Project Type:
Mixed-Use

Mapos

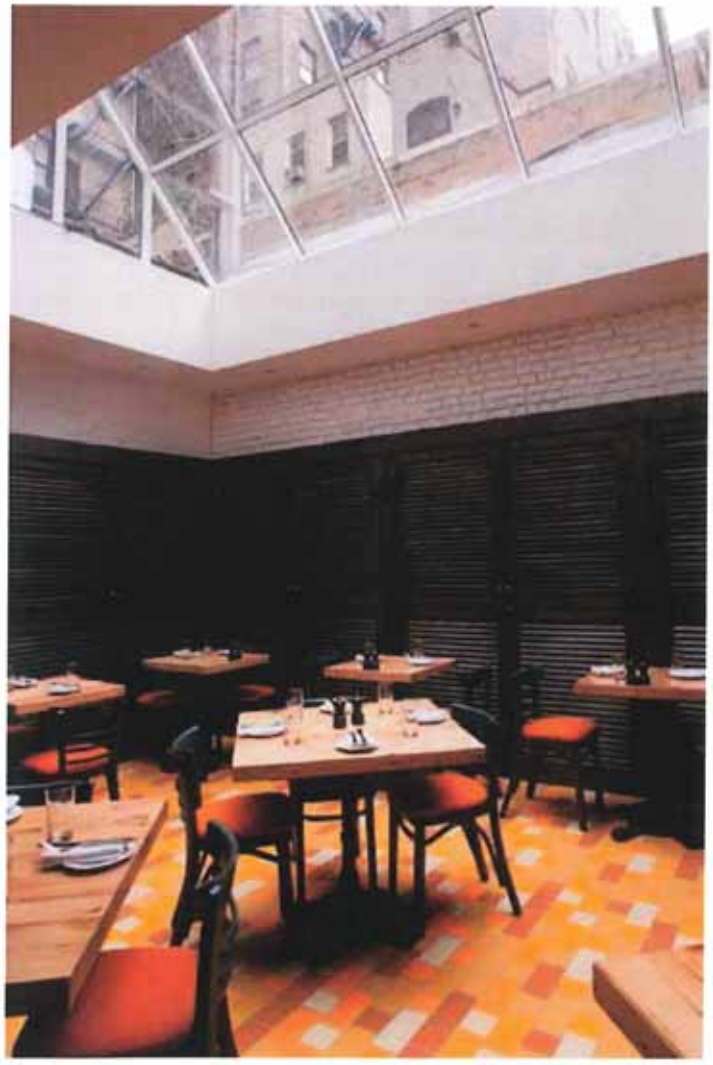
Project Name:
'wichcraft

Project Type:
Hospitality

Mapos

Project Name:
Sopra

Project Type:
Hospitality



Mapos

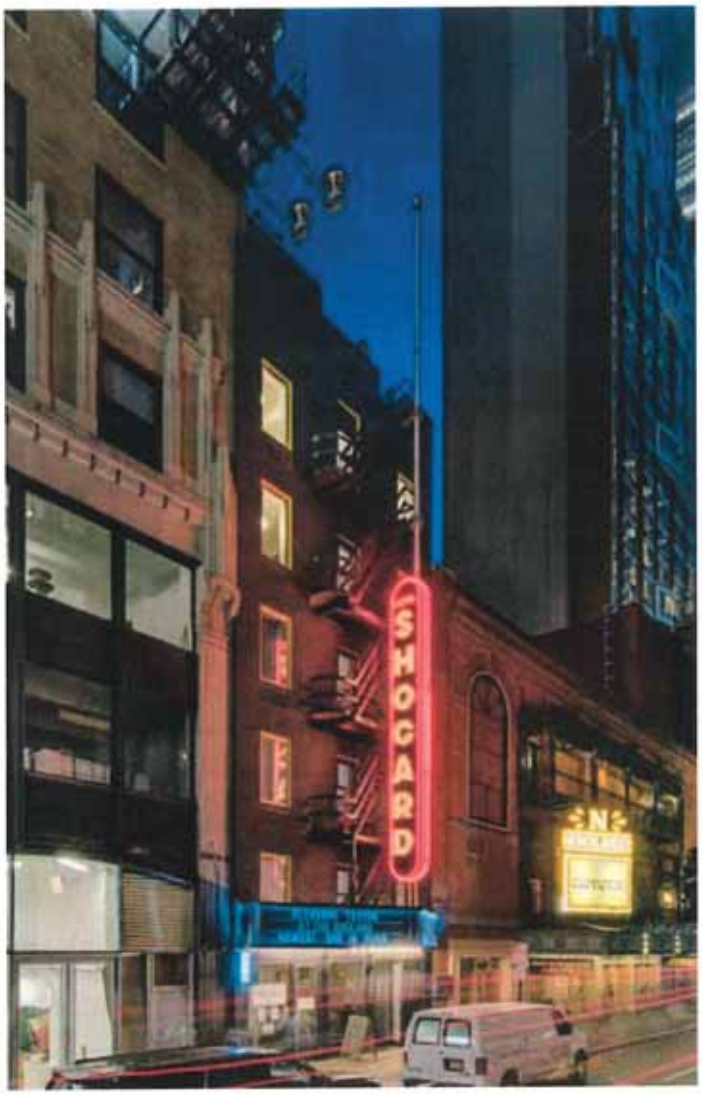
Project Name:
Amali

Project Type:
Hospitality

Mapos

Project Name:
Lake House

Project Type:
Hospitality



Mapos

Project Name:
Hotel Shocard

Project Type:
Hospitality

Mapos

Project Name:
?What If!

Project Type:
Workplace

Mapos

Project Name:
Green Depot

Project Type:
Retail

Mapos

Project Name:
Living City Block

Project Type:
Mixed-Use

Restauranteur

Sisha Ortuzar

CV and Portfolio

Sisha Ortuzar

Co-Founder of 'Wichcraft, Riverpark and Riverpark Farm

Sisha Ortuzar, a native of Santiago, Chile, and a graduate of the Culinary Institute of America, has been cooking and building restaurants in New York for over 20 years. Ortuzar is the co-founder, with Tom Colicchio, of the fast-casual chain 'Wichcraft, the fine dining restaurant Riverpark, and the award-winning urban farm Riverpark Farm. Beyond his duties of culinary director at these businesses, Ortuzar conceptualized and oversaw the design and development of the brands. In 2017 he relocated to Newburgh with plans to open a restaurant that could not only serve the local community, but be an integral part of it, and allow him the opportunity to live in one of his favorites places, the Hudson Valley.

'WICHCRAFT (2003-2017)

In 2003, after a five-year tenure as a cook and sous-chef under the tutelage of chef/owner Tom Colicchio at seminal NYC restaurant Gramercy Tavern, and a year of helping Colicchio expand his next project, Craft Restaurant, into other cities, the two partnered up to create a new concept, 'Wichcraft.

At the time, the term "fast casual" wasn't widely used, and the idea of serving higher quality products prepared expertly by chefs, in a fast-paced setting at an affordable price point was something surprisingly new. The idea for the concept came from the way that most cooks and chefs eat while working in busy restaurants: a creative take on a sandwich, made with the high quality, sometimes unusual, ingredients found in a fine dining kitchen. A perfectly delicious, portable and satisfying meal that doesn't require sitting down, or even a plate.

The concept was very well received, and soon there were more locations in the works. Over the course of the next 15 years, Ortuzar oversaw the development of over 20 locations in NYC, San Francisco and Las Vegas.

In 2009 Colicchio and Ortuzar co-authored the cookbook 'wichcraft: Craft a Sandwich into a Meal—and a Meal into a Sandwich.

By 2015 the concept was in much need of a fresher look. Colicchio and Ortuzar enlisted Tag Collective and Mapos to redesign the brand's look and store experience. In 2016 the store design was named a finalist in the prestigious Best of Year Awards by Interior Design Magazine.

RIVERPARK (2010-2015)

In 2010, also in partnership with Tom Colicchio, Ortuzar conceptualized and oversaw the design, construction, and launch of Riverpark, an ambitious and sprawling project in the east side of Manhattan, overlooking the East River, that in addition to a fine dining restaurant, includes a series of large capacity event spaces, and a casual grab-and-go cafe.

Riverpark was designed as a restaurant that would cater to an unusual mix of guests. The challenge was to create a space and experience that would feel equally welcoming to the executives working in the bio-science campus where the restaurant is located, as well as local residents, tourists attracted by the water views, and even visitors and staff from the hospitals in the area. The result was a beautiful and welcoming space offering vibrant and flavorful, modern American menus. The inventive, yet skillfully balanced treatment of high-quality market ingredients earned the restaurant positive reviews and two stars from The New York Times.

RIVERPARK FARM (2011-2015)

In 2011, taking advantage of a stalled construction site next to the restaurant, Ortuzar led the team that created the Riverpark Farm at Alexandria Center. The urban farm was one of the most creative uses of stalled sites in the city, of which there were over 600 at the time, in the aftermath of the housing and development collapse.

The farm was created in partnership with GrowNYC, the organization behind NYC's Greenmarkets and many community-based programs focused on gardening, education and recycling. The goal of the urban farm, which was built using milk crates as planters, was to provide as much fresh produce to the restaurant as possible, but also to serve as a conduit to strengthen our ties to the community through educational programs, farm tours, workshops, and dinners hosted at the farm.

Because of the innovative use of a stalled site, and the transformation from an urban eye sore to a community-focused productive green space, the farm received many accolades. The Municipal Arts Society of New York awarded Riverpark Farm the 2011 Livable City Award for making New York City a better place to live, readers of Edible magazine awarded the it the Local Heroes Award in 2014, for best Farm/Farmer, and it was a finalist for the 2012 Financial Times/Citi Urban Ingenuity Awards.

'WICHCRAFT

TOM COLICCHIO & CO.

riverpark

riverpark

RIVERPARK
FARM
NYC
ALEXANDRIA CENTER

The New York Times

DINING & WINE | RESTAURANT REVIEW

Intrigue by the East River

Riverpark | NYT Critic's Pick ★★

American | $$$ | 450 East 29th Street, Kips Bay | 212-729-9790

By SAM SIFTON DEC. 7, 2010

IT is hard to find places in Manhattan that are hard to find. But Riverpark qualifies.

The chef Sisha Ortúzar opened this shimmery new restaurant, an addition to the empire of Tom Colicchio, at the end of a private street on the far eastern shore of Kips Bay in October. Cabs and pedestrians are reluctant to pass the broad brick gates at its head. They linger on the corner of East 29th Street and First Avenue, confused, wondering if they've found the right place.

They have. Riverpark is down there all right, occupying a chasm between the New York University Medical Center and the sprawling wards of Bellevue Hospital Center, tucked away at the far side of the lobby floor of the Alexandria Center, a new medical building at the dead end of the street. ImClone, the cancer therapy outfit once owned by Sam Waksal and now by Eli Lilly, is the restaurant's upstairs neighbor, along with a host of other biotech and pharmaceutical outfits.

Night-time foot traffic near the restaurant is nil. Everywhere office lights glint, and potted plants sway in light breeze. The building's lobby is, invariably, empty.

You could set George Clooney and the writer-director Stephen Gaghan on the place to make a sequel to "Syriana."

Explosions and fire would look cool against all the glass and emptiness, with the darkness of the East River in the distance and, beyond it, the low twinkling lights of Long Island City. Cue black helicopters!

Riverpark is not, perhaps, the sort of place that will easily develop a regular following beyond neighborhood residents (there must be some!) and a lunchtime crowd of doctors lingering over red burgundy with the people who sell them drugs.

But it is a pretty restaurant all the same: a leather-filled and pin-lighted dining room with marvelous views, absolutely in the design mold of Mr. Colicchio's other properties in Manhattan, though it is somewhat chillier in aspect, and with validated parking in the basement below. It supports a feeling of transience and anonymity, almost as in a dining room in a city far from your own.

Jason Bourne, table for two.

The menu is captivating, though, and the service amiable, professional and quick. The seating is comfortable and the noise level, even when Led Zeppelin is going in through the out door over the hidden speakers above, is low enough that conversation may remain at the center of a meal.

If you haven't been in the area since your child had ear surgery or after your aunt had that episode on the bus, Riverpark is a fine adventure to take.

Certainly you can eat well. (Drink, too: The bar serves a wicked take on the Manhattan, with rye wisped through with single-malt Lagavulin, a smoky delight.)

Mr. Ortúzar offers a dish of mackerel escabeche that is a good place to start, a kind of double-cooked ceviche on a bed of crisp paella with a blanket of the Ibérico ham known as pata negra. It is a Spanish-style trio with American heft. The acidity of the fish combines beautifully with the richness of the rice and slick, acorn-rich fattiness of the silky pork.

He pulls off a similar trick with a tangle of braised octopus with cockles, using the bite of shishito peppers and a zap of lime to highlight the meatiness of the seafood.

Also on the list of first courses, a mushroom consommé as deeply flavored as veal stock, with frisée for contrast and a Pecorino-dusted crouton for balance: winter's bane. In the opposite direction, a salad of artichoke and fat knuckles of lobster, with orange and coriander, providing a taste of summer come late.

Main courses follow with a Manhattan-requisite dish of diver scallops (fatty and sweet, here served with hen of the woods mushrooms, butternut squash and an excellent kale chutney), and another of pork chop (fat and juicy, alongside a tangy hash of brussels sprouts and apples, with a velvety parsnip purée).

Roasted sturgeon, with sunchokes, radicchio, dates, pistachio and red wine, is a fabulous surprise, with its dense meat cooked into opalescent sweetness and accompanied by Middle Eastern flavors.

And while dry-aged rib steak for two is an expensive shrug despite its accompanying truffled potato gratin, couples eating together may turn to a moist though riotously salty roast chicken with confitted potatoes, cipollini onions, Swiss chard, roasted fennel and gravy.

Accompanying the steak on the debit side of the ledger: not much.

The restrooms are in the building's lobby, not the restaurant itself. This is a terrible trend, as more and more restaurants open as anchor tenants in office buildings and hotels. No one likes to leave one business to attend to another, then return. It is particularly awkward for Riverpark, which has but one small doorway at its entrance. Logjams happen there.

Back at the tables, there is steamed branzino for those who wish to eat it.

"Burnt" flour fettuccine, meant to approximate the slightly charred zing of great pizza, tastes only of ash despite its topping of Pecorino, cauliflower and bread crumbs. (Those seeking pasta should try the exquisite cavatelli with smoked lamb,

mint and horseradish, which is strong-flavored and sweet, perfectly done, rich and fiery, a triumph of flavors.)

And squab mole with grits and pistachio is a grim business in the bowl, with a mole that lacks the complexity of even Mexico's middling efforts and a pigeon whose taste can't support even that. It ought to be swapped out for the grits with country ham that occasionally adorns Craft's menu.

Wines are marked up moderately, even at the top end of the California cabernet spectrum, and offer some decent values for those willing to pad around the list awhile.

The dessert menu sees its apogee in apple crisp and molasses poundcake. It is not trying too hard, which is welcome.

So, are you going to go to this place?

It is a sophisticated restaurant with an excellent kitchen, moderately priced, with good service, on a block that doesn't show up on Google maps, more than a half-mile from the Lexington Avenue subway. The philosophical exercise of subjective idealism says it exists. A critical investigation suggests it's quite good. But the success of Riverpark is still a mystery unfolding.

Riverpark

★★

Livable City Award Winners Announced

October 4th, 2011, 10:56 am

MAS proudly congratulates **Gospel for Teens**, **ioby**, **Riverpark Farm**, **Storm King Art Center** and **Urban Samaritan**, winners of the 2011 Livable City Awards, honoring the organizations and projects that have made New York City a better place to live. **Angela Elie**, center manager of the Detective Keith Williams Recreation Center in Queens, is also being honored with the W. Allison & Elizabeth Stubbs Davis Award for extraordinary dedication to the community. Former Parks Commissioner and MAS Board Member Gordon Davis founded the award in honor of his parents.

These extraordinary organizations and people make New York the vibrant, creative place it is, said MAS President Vin Cipolla. "Without their commitment to addressing urban challenges and enriching the city's cultural environment, New York would be a much less interesting and productive place to live."

The winners will be honored at a private ceremony on the evening October 13, as part of the MAS Summit for New York City.

The Municipal Art Society of New York
Telephone: 212-935-3960
Email: info@mas.org
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edible MANHATTAN

Where a Tower Was Tabled, a Farm Took Root

By Cathy Erway | May 1, 2012 450 East 29th Street New York, NY 10016
This article appears in May/June 2012 Issue No. 23 of Edible Manhattan

Riverpark restaurant turned a stalled construction site into city salad.

Most farms have enough room to let the lowly cole crop take its time—and take up a whole square foot—over the many months from seed to harvest. But every inch is in demand at Riverpark Farm, because it's on some of the most expensive land ever used for agriculture: East 29th Street overlooking FDR Drive. Everything picked from this pedigreed Manhattan patch goes straight to Ortuzar's kitchen next door — he's the executive chef of the year-and-a-half-old Riverpark, run by 'wichcraft. Here among the Kips Bay skyscrapers, farmer Zach Pickens grows 250 specialty crops including purple mizuna, bronze fennel, Poona kheera cucumbers, sweet Thai basil, burgundy okra, northeaster beans, white satin carrots, tri-star strawberries, Concord grapes and 10 types of tomatoes, all of which will grace Riverpark's plates a few feet away.

Ortuzar predicts that Pickens — whose urban farm résumé included Added Value over in Red Hook and the Brooklyn Grange Rooftop Farm in Long Island City before he took over Riverpark Farm last year — will provide 60 to 80 percent of the restaurant's produce by high season. Yet while the Manhattan real estate market means there's no space for cabbage, those same macro forces are what brought the micro farm into being last year. A victim of the economic downturn, the site had been slated for a laboratory and office tower until the Great Recession hit in 2008. Sputtering sales put the temporary hold on construction, and the lot became one of 650 derailed construction sites around town — filled with rubble or unfinished excavation, most are public safety disasters just waiting to happen.

Sisha Ortuzar

Riverpark Farm
Edible Manhattan Profile

So the New York City Department of Buildings founded the Stalled Sites Program, which encourages safer use of these dangerous spaces while they're between owners. It didn't take long for the chef to dream up a way to use the empty acreage just outside his kitchen. He got his business partner Jeffrey Zurofsky in on the agricultural idea — to turn life's lemons into lemon verbena. Zurofsky is a board member of GrowNYC, which runs the city's Greenmarkets and urban gardening programs, and he recruited executive director Marcel Van Ooyen to help mastermind the project. The team also tapped Michael Grady Robertson, whose urban farming chops yielded abundant harvests at the Queens County Farm Museum. But because the lot is still slated to eventually sprout an office tower, the farm would have to be temporary. So they formed a plan that would be groundbreaking — but not literally. The plants are rooted not in city soil but in makeshift milk-crate planters set atop salvaged wooden pallets, all of which could be set up in a flash — and can be picked up and transported in pieces when construction on that office tower eventually begins. (Though Ortuzar, who says he'll move the farm to some other location when they finally get the heave-ho, admits that packing all his plants is "going to be a pain.")

In the meantime, this year's harvests — the farm was founded last summer, so 2012 is its first full season — will determine whether this portable project can justify its costs to the restaurant: the soil, crates, seeds, not to mention salaries for Pickens and his part-time assistant. After a mild winter and clever cover-cropping, things looked good even early in the season: By March, translucent lids of plastic seafood boxes were deployed as mini-greenhouses, sprouts were taking the phrase "pop up" literally, and flowers from overwintered arugula and tatsoi were already topping a calamari salad. "That's going to be a watermelon patch," Ortuzar said, proudly peeling back the protective plastic draped over seedlings of heirloom varieties like "Sugar Baby" and "Moon and Stars."

As for that lemon verbena, it's right at home in the city sun, and all summer Ortuzar will let it shine in his mascarpone ravioli with pistachios and golden tomatoes.

In hopes of cultivating more gardeners, Pickens is planning summer workshops on everything from composting to seed saving. "We're so happy this is here," said one woman as she walked by the farm with her husband, a doctor at the neighboring NYU Langone Medical Center. "Can I help out? I love to weed!"

Pickens is also helping the restaurant's kitchen crew find their own green thumbs. "At first the dishwashers would ask, 'Why do you want me to save coffee grounds, or green stuff from the kitchen?' " says Pickens of his early compost requests. Now, he says, "they do it on their own." Which means Riverpark isn't just farm to table, but table to farm.

Riverpark Farm is open to the public for tours on Tuesdays at 12:30 p.m. Riverparkfarm.com
Photo credit: Rich Pomerantz

RESOLUTION NO.: _____ - 2018

OF

APRIL 9, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING OF THE REMOVAL OF THE STROOKS FELT DAM

WHEREAS, Riverkeeper wishes to remove the Strooks Felt Dam on Quassaick Creek, located in Orange and Ulster Counties with the goal of restoring passage for fish and wildlife in Quassaick Creek and the Hudson River; and

WHEREAS, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program's Tributary Restoration and Resiliency program to remove the Strooks Felt Dam located in Quassaick Creek, a site partially located within the jurisdiction of the City of Newburgh;

WHEREAS, as a requirement of this program, Riverkeeper must obtain "a resolution by the municipality supporting the project";

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby supports the project to remove the Strooks Felt Dam which is partially located within the municipal boundary of the City of Newburgh.

ADOPTED
RESOLUTION NO._____
RESOLUTION IN SUPPORT OF THE REMOVAL OF STROOKS FELT DAM

Whereas, Riverkeeper wishes to remove the Strooks Felt Dam on Quassaick Creek, located in Orange and Ulster Counties with the goal of restoring passage for fish and wildlife in Quassaick Creek and the Hudson River; and

Whereas, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program's Tributary Restoration and Resiliency program to remove the Strooks Felt Dam located in Quassaick Creek, a site partially located within the jurisdiction of the City of Newburgh; and

Whereas, as a requirement of this program, Riverkeeper must obtain "a resolution by the municipality supporting the project," therefore be it

Resolved, that the City of Newburgh City Council hereby supports the project to remove the Strooks Felt Dam which is partially located within the municipal boundary of the City of Newburgh..

Riverkeeper

Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek

Proposal to the New York State Department of Environmental Conservation

Summary

Riverkeeper is preparing an application to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program. The proposed project is to remove the Strooks Felt Dam on the Quassaick Creek. Removing this first barrier to the Hudson River will restore almost a mile of habitat for both river herring and eel – two aquatic species in serious decline. The dam is situated on land owned by the City of Newburgh and Orange County. Ten years ago, Orange County prepared an application for NOAA funding to have this dam removed. For unknown reasons, the project was not funded, but this application demonstrates both the need to remove the dam and the political will to do so.

Several species of diadromous fish move in from the ocean using tributaries to the Hudson River as migration pathways between feeding, nursery, and spawning grounds. Many dams and culverts are blocking those pathways and dramatically shrinking available or accessible habitat area, causing declines in fish biodiversity and other wildlife. As years pass, most dams are relics of the past, no longer serving the purposes for which they were originally built and many fall into disrepair.

Riverkeeper is committed to restoring aquatic life to the Hudson River by ridding the river and its tributaries of the hundreds of obsolete dams that now serve only as impediments for the river's diadromous fish, preventing them from reaching habitat crucial to various life stages. Removing dams is critical to restoring the natural flow of the river as well as the biodiversity and the abundance of life in the Hudson.

The goal of the project is to restore the ancestral habitat for river herring and eels in Quassaick Creek, while also building the resiliency of the surrounding land against climate change threats. Riverkeeper is proposing to remove the 7 foot Strook Felt dam on Quassaick Creek, which presents a significant barrier to both river herring and eel as well as an assortment of aquatic invertebrates. Removal of the barrier will increase diadromous fish habitat in the creek, as well as improve the potential for ecosystem restoration by reconnecting a river to the ocean via the Hudson River.

River herring and American eels have been in serious decline for the past thirty years. River herring are now at three percent of their historic population size and American eels are suffering a similar fate. Should any of these species (Alewife, Blueback Herring or American eels) be placed on the endangered species list - which is not unrealistic since petitions have been submitted by the Natural Resources Defense Council in 2011 and river herring suffered from excessive bycatch this season already by midwater trawls for Mackerel, Longfin Squid and Sea Herring in the Atlantic Ocean. If such listing is warranted, then both owners could be forced by the federal government to remove the dam at their own expense in order to expand essential and critical habitat.

The scope of work includes preparation of the access road, setting up of the staging area, mobilizing the equipment, dewatering around the site, removal of the dam and apron, trucking the remains to an authorized disposal facility, stabilizing the channel bed and stream bank as needed, doing the necessary pre- and post-project monitoring, holding a pre-construction meeting with the contractor, supervising the contractor's work, handling permit documents and preparing plans if necessary, with project management and oversight.

Riverkeeper is uniquely qualified to manage this project, with a long track record of success as a grantee of the Hudson River Estuary Program, and working in communities in the Hudson Valley through our Boat Patrol, Outreach, and Water Quality Programs. They successfully facilitated the removal of the Wynants Kill Dam in Troy by bringing all relevant parties to the table. They now have a full-time Habitat Restoration Manager who is a professional ecologist and scientist with extensive experience studying fish populations on staff leading their dam removal efforts. Prior to joining Riverkeeper, he was an aquatic ecologist with the NYC Department of Parks and Recreation, overseeing projects on diadromous fish reintroduction, barrier mitigation, and fish passage. They are also engaging the services of Laura Wildman, a world renowned expert in barrier removal, and her team at Princeton Hydro Engineering.

Riverkeeper hopes that Orange County and the City of Newburgh will support their original proposal to remove this dam, since a full removal and river restoration would be funded at no cost by the municipalities, and because both jurisdictions are liable for any and all damages in and around the structure as well as for scheduled maintenance as ordered by NYSDEC Dam Safety Office.

Hence, removal is a win-win situation for all parties concerned, whereas failure to capitalize on this fortuitous opportunity and thereby allowing this obsolete dam to languish another 10 years is a lose-lose proposition for everyone, but mostly for the imperiled fish and the movement Riverkeeper is trying to champion throughout the Hudson Valley.

RESOLUTION NO.: _____ - 2018

OF

APRIL 9, 2018

A RESOLUTION ENDORSING THE APPLICATION OF RIVERKEEPER FOR A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION ROUND 23 HUDSON RIVER ESTUARY TRIBUTARY RESTORATION AND RESILIENCY PROGRAM GRANT FOR RESTORING HERRING AND EEL PASSAGE: REMOVING THE STROOKS FELT DAM ON QUASSAICK CREEK PROJECT

WHEREAS, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program to be located in Quassaick Creek, a site located partially within the territorial jurisdiction of the City of Newburgh; and

WHEREAS, as a requirement of this program, said not-for-profit organization must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located";

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes and endorses the application of Riverkeeper for a grant under the Round 23 Hudson River Estuary Program Tributary Restoration and Resiliency program for a project known as "Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek" located within the municipal boundary of the City of Newburgh, and the City Manager is hereby authorized to execute all documents in connection with this grant application.

RESOLUTION OF MUNICIPAL ENDORSEMENT

WHEREAS, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program to be located in Quassaick Creek, a site located partially within the territorial jurisdiction of the City of Newburgh; and

WHEREAS, as a requirement of this program, said not-for-profit organization must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located",

NOW, THEREFORE, be it resolved that the City of Newburgh City Council hereby authorizes and endorses the application of Riverkeeper for a grant under the Round 23 Hudson River Estuary Program Tributary Restoration and Resiliency program for a project known as "Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek" located within the municipal boundary of the City of Newburgh, and the City Manager is hereby authorized to execute all documents in connection with this grant application.

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The goal of the project is to restore the ancestral habitat for river herring and eels in Quassaick Creek, while also building the resiliency of the surrounding land against climate change threats. Riverkeeper is proposing to remove the 7 foot Strook Felt dam on Quassaick Creek, which presents a significant barrier to both river herring and eel as well as an assortment of aquatic invertebrates. Removal of the barrier will increase diadromous fish habitat in the creek, as well as improve the potential for ecosystem restoration by reconnecting a river to the ocean via the Hudson River.

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RESOLUTION NO.: _____-2018

OF

APRIL 9, 2018

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO UMAR AHMAD TO THE PREMISES KNOWN AS 307 LIBERTY STREET (SECTION 11, BLOCK 5, LOT 11)

WHEREAS, on June 10, 2011, the City of Newburgh conveyed property located at 307 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 5, Lot 11, to Umar Ahmad; and

WHEREAS, Mr. Ahmad has requested a release of the restrictive covenants contained in said deed; and

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

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 307 Liberty Street, Section 11, Block 5, Lot 11 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 10, 2011, from THE CITY OF NEWBURGH to UMAR AHMAD, recorded in the Orange County Clerk's Office on July 13, 2011 in Liber 13199 of Deeds at Page 0202 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed

Dated: _____, 2018

THE CITY OF NEWBURGH

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

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

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

_____

CITY OF NEWBURGH

FIRE DEPARTMENT

123 Grand Street
Newburgh, New York 12550
Phone: 845-569-7419 Fax: 845-569-7435

received 3/26/18

TO: Michelle Kelson, Corporation Counsel

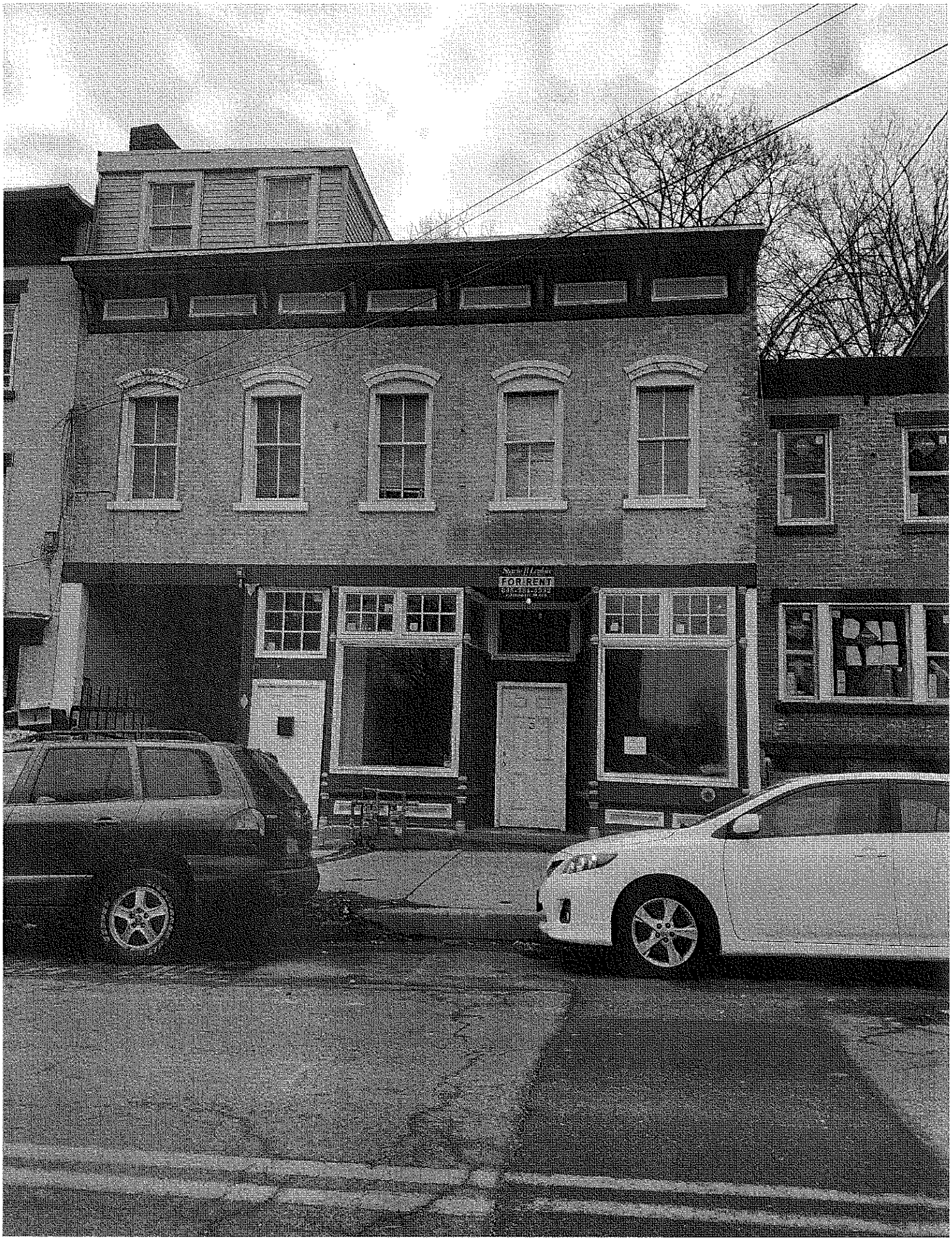
FROM: William Horton, Asst. Chief of Fire Prevention & Building Inspector

DATE: March 26, 2018

SUBJECT: 307 Liberty Street – Section 11, Block 5, Lot 11

In regards to your request related to the release of the restrictive covenants for 307 Liberty Street, an inspection of the building file shows Permit Number 2017-01392 for the installation of a sprinkler system and Permit Number 2017-01749 for related plumbing work have received their final inspection; both passed and the permits closed with a C of C issued. At this time, there are no open violations or permits in the Building Inspectors office.

Please feel free to contact me if there are any additional questions.


FOR RENT

RESOLUTION NO.: _____- 2018

OF

APRIL 9, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 79 WILLIAM STREET (SECTION 39, BLOCK 2, LOT 23) AT PRIVATE SALE TO BISESSAR ALVIN MOONESAR FOR THE AMOUNT OF $17,000.00

WHEREAS, the City of Newburgh is the owner of real property known as 79 William Street, being more accurately described as Section 39, Block 2, Lot 23, on the official tax map of the City of Newburgh; and

WHEREAS, the City of Newburgh recovered title to said property through its right of re-entry by Sheriff's deed dated March 8, 2018 which was recorded in the office of the Orange County Clerk; and

WHEREAS, pursuant to City Code Chapter 13, the City may sell real property owned by or in the control of the City of Newburgh through public or private transaction; and

WHEREAS, the City of Newburgh desires to sell 79 William Street and the prospective buyer has offered to purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before July 13, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
79 William Street	39 – 2 – 23	Bisessar Alvin Moonesar	$17,000.00

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 of Sale
79 William Street, City of Newburgh (39-2-23)

STANDARD TERMS:

1. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
2. 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.
3. 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.
4. **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**.
5. Notice is hereby given that the properties are vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcels in accordance with same.
6. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. The parcels are being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcels so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 13, 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.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

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

Proposal Form

Contact Information:

Name: B. Alvin Moonesar
Business Name (If Applicable): VIP Partners LLC
Address: 44 Johnes Street, Suite 206
City, State & Zip: Newburgh NY, 12550
Home phone: _____
Business Phone: _____
Mobile Phone: 917-697-6960
E-mail: amoonesar@live.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes x No___

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

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

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): See attached
Attached as Schedule 5

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

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

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: 79 William Street, Newburgh NY 12550

S-B-L#: 39-2-23

Type of Project:

____ Single Family (includes a condominium unit)

____ Multi-Family (# of Units___)

_x_ Mixed Use (Commercial & Residential - # of Residential Units ___)

For the property types listed above, will it be occupied by the purchaser: Yes___ No_x_

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: $ 17,000
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes_x_ No____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **$** 350,000

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: Newburgh On The Hudson LLC
Architect: Unlimited House Designs LLC
Engineer: TBD

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.	36 Lincoln Ave Brooklyn NY 11208	353 Logan Street Brooklyn NY 11208
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner & Developer	Project Manager/Consultant
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Substantial Rehabilition Facade, Roof, Plumbing Electrical	Moderate rehabilitation Pointing, Floors, Walls, Kitchen
Property Type: (i.e. single-family, multi-family rental or commercial.)	Multifamily	Two Family
Number of Buildings in Project	One	One
Total Number of Residential Units in Project/Building	Six	Two
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	$250K	$50K
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	100%	100%
Government Program, if any (provide name of program and agency, name and current phone of reference.)	NONE	203K

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

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

What You Should Attach:

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

Business Relationship:

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

B. Alvin Moonesar Digitally signed by B. Alvin Moonesar
DN: cn=B. Alvin Moonesar, o=NBNY, ou=NBNY, email=amoonesar@live.com, c=US
Date: 2018.03.13 21:23:41 -04'00'

_____ _____
Signature Date

B. Alvin Moonesar _____ Social Security #_____Date of Birth: _____
Print Name

Submit Application to:

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

Buildout Cost Estimate

Property Address	79 William St, Newburgh NY 12250
Contact Person	Alvin Moonesar
Contact Phone	917-697-6960
Contact Email	amoonesar@live.com
Date	March 9, 2018

Building Issue	Notes	Projected Cost	Contracted Services Cost	Developer/Equity Cost
Roof	Flat Roof Replace	$ 35,000	$ 35,000	
Windows	New	$ 15,000	$ 15,000	
Interior Walls, Doors, closets		$ 48,500	$ 48,500	
Bathrooms	six	$ 30,000	$ 30,000	
Floor	sub & carpet	$ 15,000	$ 15,000	
Sprinkler		$ 35,000	$ 35,000	
Plumbing, Heat & Hot water		$ 30,000	$ 30,000	
Electrical		$ 25,000	$ 25,000	
Kitchen		$ 30,000	$ 30,000	
Pointing		$ 9,500	$ 9,500	
Architect	Design, Plans, Reviews	$ 15,000		$ 15,000
General Contractor	Construction Admin, Supervision	$ 25,000		$ 25,000
Project Manager	Project Supervision/Mgmt	$ 12,000		$ 12,000
Contingency		$ 25,000	$ 25,000	
Totals		$ 350,000	$ 298,000	$ 52,000
	Total Project Cost	**$ 350,000**		

FINANCE of AMERICA
– COMMERCIAL –

Programmatic Terms

Date:	October 2, 2017
Borrower:	Kerosiki Property Management Corp., an entity acceptable to Lender. Any related borrowing entities must be approved by Lender.
Guarantor:	Kennedy A. Mykoo. Loans will be recourse to Guarantor.
Lender:	Finance of America Commercial, LLC.
Purpose:	Loan proceeds shall be used solely to purchase and renovate non-owner occupied, residential property, up to 20 units (the "**Property**").
Loan(s):	One or more loans to Borrower up to a maximum principal amount not to exceed $2,000,000 ("**Exposure Limit**") at any given time, in aggregate the "Program".
Collateral:	a) First priority mortgage/deed of trust on the Property; (b) first priority blanket assignment of all leases and rents with respect to the Property, and (c) a first priority security interest in all other property and assets related to the Property.
Program Term:	End date of October 1, 2018
Loan Maturity:	Each Loan will have a maturity date that is 9 months after the Effective Date of such Loan.
Advance Rate:	Up to the lower of i) 90% of acquisition or ii) 75% of After-Repaired Value. Rehab advances are permitted up to 95% of cost for loans. For New Construction: FACo will advance 60% of the lesser of i) the as-is appraised value of the land or ii) Borrower's cost basis in the land, until all applicable building permits are properly submitted. Once all permits are submitted, FACo may advance up to an additional 15% of either i) or ii) above. FACo will not advance more than 75% of land value. Advance rates for new construction loans will vary and are approved on a case by case basis. Minimum equity requirement is $10,000 per loan
Property:	A Property must meet the following criteria to be eligible for a Loan (the "Eligible Collateral Guidelines") a. Valuation: Each Property must have a minimum loan size of $50,000 and must not exceed the maximum loan size of $2,000,000.

b. Valuation: Each Construction Property must have a minimum loan size of $150,000.

Notwithstanding the above, no existing Loan under the Program may be delinquent. The Lender may accept or deny any property and advance Loans on properties that do not meet the Eligible Collateral Guidelines, in its sole discretion.

Interest Rate: 8.49% Interest will be payable monthly, computed on the actual days elapsed in a 360-day year. Interest will be payable at a minimum of 90 days.

Note that the Interest Rate increases by 0.5% for all property loans less than $100,000.

Fees: 2% origination fee and 1.5% broker fee on all advances.

Note that the Fees increase by 0.5% for all property loans less than $100,000.

Confidentiality: Regardless of whether any Loan is closed, this Programmatic Terms and Fee Schedule shall be treated as confidential by Borrower, and upon receipt hereof you agree to be bound by this confidentiality provision. You further agree the neither the terms of nor the existence of this document shall be disclosed to any party other than your employees, directors, officers, attorneys, accountants and financial advisors who shall treat this document as confidential.

March 13, 2018

David Kohl
Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12250

Re: Application to purchase property from the City of Newburgh

Dear David,

First, I would like to thank you and the employees of DPP for taking the time to show my team and myself the properties we were interested in viewing.

I would like to place an application for 79 William Street, SBL 39-2-23. This is a mixed use building and the plan is for it to remain a mixed use building. After a lengthy walk through, I think we have sufficient information to bring this building back to use on a fulltime basis. The plan is to rehabilitate the building and bring all the apartments up to standard.

The acquisition & renovation cost is coming from partnership with Kerosiki Property Management Corp and VIP Partners LLC, we will form a third entity to purchase and rehabilitate property within the City of Newburgh. Attached is a summary of credit approvals. The Developer/Equity costs are equity infusion by myself and my associates.

The budget allocated for rehabilitation of this building is $350,000. This include the cleaning, pointing, repair to the walls, addition of plumbing, addition of electrical and all necessary materials to have this building operational. I anticipate that this building can come online within nine to twelve months of getting permits and approvals, therefore it's safe to say that the eighteen months granted from the City of Newburgh for completion is very doable.

I would like to add, that this request to purchase 79 William Street, allows us to build out our William Street project that is being developed. Given the challenges of William Street, from Broadway to Renwick, our ability to have viable project, means that we have a have a base footprint to the ferry and the waterfront. The purchase of this property will add to that footprint.

I thank you for the consideration of this request to purchase 79 William Street.

Sincerely,

B. Alvin Moonesar

SCHEDULE 5: REAL ESTATE OWNED

Location	Description	Title in Name of
36 Lincoln Ave	Residential	VIP Media & Mgmt Service Inc
69 William Street	Mixed	B. Alvin Moonesar
71-77 William Street	Commercial	VIP Partners LLC
89 William Street	Residential	VIP Partners LLC
12 Clark/180 Ann	Land	VIP Partners LLC
31 Clark Street	Residential	VIP Partners LLC
44 Johnes St, U 206	Residential	B. Alvin Moonesar
85 William Street	Residential	VIP Partners LLC
87 William Street	Residential	VIP Partners LLC
x		

Purchase Proposal Summary

Location:	**79 William Street** (east side of William Street between West Parmenter and South William Streets)
Tax Map Number:	39-2-23
Property Class:	411—Apartment
Zoning:	Commercial District - Within East End Historic District
Description:	Year Built—1900; 5832sf; 5 apartments. Lot 35 x 100
Condition:	Poor
Assessed Value:	$ 39,900
Annual Taxes:	$ 2,297+/-
Selling Price:	$ 19,950 @ 50%

The city acquired this property: March 2018

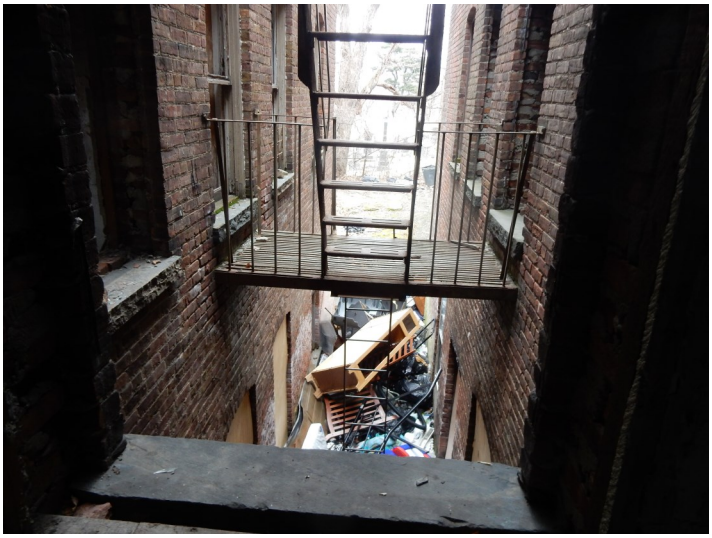
Offer Information:

Name:	B. Alvin Moonesar (VIP Partners LLC)
Offer Price:	**$ 17,000**
Construction Estimate:	$300,000 +/-
Proof of Financing:	Finance of America (Letter of Intent)

Comments: This property has been abandoned for several years, and is in poor condition. It was sold by the City of Newburgh in 2012, only to be reclaimed by the City this year.

The purchaser is an experienced developer in the New York City area, where he has owned and renovated several properties. He is in the process of assembling a block of properties (both through private acquisition and from the City of Newburgh) along the east side of William Street for redevelopment. He is working in partnership with another property management group—Kerosiki Property Management Corp.—to obtain funding for the rehabilitation of these properties.

The buyer sees the potential in the William Street area. He wishes to champion a revival of this vital corridor that has been neglected for many years. This property also borders 77 William Street—a property he already owns.



RESOLUTION NO.: _____ - 2018

OF

APRIL 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT IF AWARDED A SNY PLAY BALL GRANT PRESENTED BY MEMORIAL SLOAN KETTERING CANCER CENTER IN THE AMOUNT OF $5,000.00

WHEREAS, SNY Play Ball presented by Memorial Sloan Kettering Cancer Center will award two $5,000.00 grants to youth baseball and softball organizations in the New York Tri-State and Metropolitan Area to be used for the purchase of necessary baseball/softball equipment, field maintenance, and/or other needed items; and

WHEREAS, SNY is teaming up with the Mets to award grants, donate equipment, conduct a clinic at Citi Field, and invite youth to a Mets game; and also honor and recognize recipients on television and at Citi Field during SNY Play Ball Week from May 14 – May 19; and

WHEREAS, the funds if awarded would be used to assist Newburgh's Cal Ripken Baseball League to replace equipment which include the batting cage and pitching machine which were damaged by a snowstorm, baseball bats which need to be replaced due to new regulations, balls, uniforms, and allow the members to participate in a youth baseball clinic with the New York Mets; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept if awarded a SNY Play Ball Grant presented by Memorial Sloan Kettering Cancer Center in the amount of $5,000.00 requiring no City match; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

$5,000 Grants: SNY will award two (2) $5,000 grants to youth baseball and softball organizations to be used for the purchase of necessary baseball/softball equipment, field maintenance, and/or other needed items. Briefly describe your need for this grant and outline your proposed budget allocation (if selected, additional information may be required).

The City of Newburgh is a large urban municipality which lies along the Hudson River in Orange County, New York. The City consists of a population made up of roughly 39.4% White, 30.2% Black, 1.7% American Indian, 1.0% Asian, 22.6% from other races and 5.2% from two or more races. In addition, 47.9% of the City's population identifies themselves as being of a Hispanic or Latino background. The median household income in Newburgh is $30,332, and 25.8% of the total population (28,866) falls below the federal poverty line. In fact, over 35% of those who are under 18 in the community live in poverty.

Newburgh Little League, which existed for 25 years, was shut down in 2015 due to a lack of participation. Since that time, the City's Recreation Department has connected the last remaining teams with the Cal Ripken Baseball League. These players range in age from 4 to 12 years of age and are represented by 7 total teams who play regionally. (1 team per age group) In all, the league has roughly 40 players who are aged 6-12, and most come from poor families. As such, the league struggles to pay for uniforms, baseballs, bats, and field equipment on an annual basis.

To assist the league in its efforts to provide for these children and expand the game in Newburgh, the City's Recreation Department would like to apply for a $5,000 grant which would be used to replace the league's batting cage (which was destroyed last week by a snowstorm), pitching machine (damaged by the storm), bats (which all need replacement due to new regulations), balls, and uniforms (which are cost prohibitive for many of our children). These are all significant needs at this time, and essential for the 2018 season. Unfortunately, the league is currently scrambling to make these purchases due to a lack of funding.

Youth Baseball Clinic at Citi Field: SNY will be hosting a youth baseball clinic with the New York Mets. Players in your league will have the chance to learn valuable skills directly from New York Mets coaches and players and experience what it's like to play at Citi Field. The clinic is open to both boys and girls. Please explain how your organization would benefit from this clinic.

The young players of Newburgh's Cal Ripken League would be thrilled to participate in such a clinic. Most of our players come from impoverished families who have no ability to pay for their kids to attend additional clinics to hone their baseball skills. For many of the children, participating in the clinic would be a highlight of their childhood. It would also help to increase their self-esteem and self-worth, as they would be side by side with their heroes playing on the very same field. Most importantly, it will help teach them that hard work pays off, and that with the right work ethic and effort they too can find themselves playing for the Mets one day.

Baseball/Softball Donation: SNY will be donating new baseballs and softballs to leagues across the Tri-State area. How would new baseballs/softballs help your league?

Newburgh's Cal Ripken League struggles to pay for necessary equipment each year. This struggle has been made worse in 2018 by the impact that a major nor'easter had upon the program's batting cage and pitching machine. Unfortunately, the batting cage was destroyed last week by a storm, and the pitching machine needs repair. Due to this impact, the league is attempting to reallocate participant fees towards the replacement and repair of these items, but is far short of its need. This reallocation includes money that was originally set aside for the purchase of new baseballs. However, regardless of the change, there

will simply not be enough money to ensure all needs are met without outside support. We would appreciate any donation of new baseballs, as it would certainly help our ability to provide for the 2018 season.

New York Mets Game Experience: SNY will be providing FREE tickets to a select New York Mets game this year. Please describe how your league would benefit from receiving these tickets.

If awarded free game tickets, the City of Newburgh's Recreation Department would plan to take roughly 40 Cal Ripken League players (Ages 6-12) to the selected game. Many of these children have not yet attended a professional baseball game, so it would be a thrill of a lifetime for them. As any baseball lover knows, you never forget your first professional game, and the opportunity to watch and seek autographs from your favorite players! Thank you for considering the children of Newburgh for this wonderful opportunity!

SNY Play Ball Baseball Submission Form

SNY Play Ball presented by Memorial Sloan Kettering Cancer Center is back in 2018 as a cross sports initiative that supports youth baseball, softball, football and basketball programs in the New York metropolitan area through unique and comprehensive contributions. This baseball season, SNY is teaming up with the Mets to award grants, donate equipment, conduct a clinic at Citi Field, and invite youth to a Mets game. SNY also honors and recognizes recipients on television and at Citi Field during SNY Play Ball Week from May 14 – May 19.

On the following page, you may nominate a league (ages 6-12) in the New York Tri-State and Metropolitan Area for these opportunities. Please feel free to expand your answers by adding any pictures or additional information you feel will help your submission.

When preparing your responses, please note that SNY will base selections on the following criteria:

1. Area Served
2. Stated Need and Plan
3. Creativity, Originality, and Content

Please submit your form by Friday, March 16, 2018 to be eligible. If applying online at www.sny.tv/playball, applications must be submitted by 5:00pm.

1. Contact Information

Please provide us with your contact information below. We may contact you for clarification on your submission, or to notify you if you have been selected as a recipient.

Organization Name

Date

Address

City

State

Zip

Contact Name

Contact Email

Contact Home Phone

Contact Cell Phone

Relationship to Organization
(Administrator, Coach, Parent, etc.)

Organization Website

Submitting an application to the SNY Play Ball program does not guarantee that you or your organization will receive a donation, clinic invitation, or any other services or assistance from SNY.

If you have any questions, please contact us via phone at 855-SNY-AWRD (769-2973) or email at SNYPLAYBALL@genzmarketing.com.

SNY Play Ball Baseball Submission Form

2. SNY Play Ball Elements

Provide a brief description of your need below each element. Feel free to attach your answers on another sheet if you need more space. We encourage you to apply for more than one opportunity. Please see page 3 for Terms & Conditions.

☐ **$5,000 Grants:** SNY will award two (2) $5,000 grants to youth baseball and softball organizations to be used for the purchase of necessary baseball/softball equipment, field maintenance, and/or other needed items. Briefly describe your need for this grant and outline your proposed budget allocation (if selected, additional information may be required).

_____

_____

_____

☐ **Youth Baseball Clinic at Citi Field:** SNY will be hosting a youth baseball clinic with the New York Mets. Players in your league will have the chance to learn valuable skills directly from New York Mets coaches and players and experience what it's like to play at Citi Field. The clinic is open to both boys and girls. Please explain how your organization would benefit from this clinic.

_____

_____

_____

☐ **Baseball/Softball Donation:** SNY will be donating new baseballs and softballs to leagues across the Tri-State area. How would new baseballs/softballs help your league?

_____

_____

_____

☐ **New York Mets Game Experience:** SNY will be providing FREE tickets to a select New York Mets game this year. Please describe how your league would benefit from receiving these tickets.

_____

_____

_____

Submitting an application to the SNY Play Ball program does not guarantee that you or your organization will receive a donation, clinic invitation, or any other services or assistance from SNY.

If you have any questions, please contact us via phone at 855-SNY-AWRD (769-2973) or email at SNYPLAYBALL@genzmarketing.com.

SNY Play Ball Baseball Submission Form

3. Signature

By signing the application form, the applicant hereby assures and certifies that it will comply with the **SNY Play Ball Terms & Conditions** (see below).

Signature

Date

SEND COMPLETED APPLICATIONS TO:

SNY Play Ball
c/o Generation Z Marketing
450 Lexington Avenue – WeWork – 4th Floor
New York, NY 10017

GRANT APPLICATION DEADLINE
The deadline to submit your form to be considered for the SNY Play Ball program is **Friday, March 16, 2018.**

Any form postmarked after March 16, 2018 will not be eligible.

Additional Information

If you or your organization are selected to participate in Play Ball, we may ask you to permit SNY to publicize the participation (including without limitations publicizing your organization's name, likeness, image, logo, tradename, and/or trademark in connection with such publicity).

Terms & Conditions

1. Only applicants or organizations in the "New York Tri-State and Metropolitan Area" are eligible to apply. The New York Tri-State and Metropolitan Area is defined as the following counties:
    a. Counties located in the State of New York: Albany, Bronx, Dutchess, Kings, Manhattan, Nassau, Onondaga, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester
    b. Counties located in the State of New Jersey: Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union, Warren
    c. Counties located in the State of Connecticut: Fairfield, New Haven
    d. County located in the State of Pennsylvania: Pike
2. All applications will be reviewed using the following criteria:
    a. Area Served
    b. Stated Need and Plan
    c. Creativity, Originality, and Content
3. Applicant represents, warrants, and covenants that (i) it will carry out all objectives and tasks as outlined in the SNY Play Ball application and will provide such additional information as may be required; (ii) it understands that in order to deviate from the stated objectives in the SNY Play Ball application, a written request must be submitted to the SNY Play Ball Fund Committee for review and approval.
4. Applicant agrees and acknowledges that SNY or their agents/representatives may contact applicant via telephone or email about their application and the Play Ball program. If applicant wishes to cease any such communications, Applicant can respond to any communication stating this request, or email the same to snyplayball@genzmarketing.com.
5. Applicant will disburse any and all SNY Play Ball funds or donations received in accordance with an approved SNY Play Ball budget submitted with the applicant's application; no deviation in the use of funds is permitted without prior written consent from the SNY Play Ball Committee.
6. SNY Play Ball recipient(s) will submit quarterly progress reports and a final report to the SNY Play Ball Committee by the designated due dates if requested.
7. SNY Play Ball recipient(s) will document expenditures of any and all disbursed funds through invoices and receipts. All proofs of payment must include the following: date of purchase of service, vendor/retailer/contractor address and phone number, description of product or service, total amount paid and date of payment. The SNY Play Ball recipient must submit financial statements and documentation of expenses as required by SNY Play Ball if requested.
8. Non-compliance with any of the above responsibilities may result in the suspension or revocation of SNY Play Ball funds or donations and may render Program/Applicant ineligible for future opportunities.
9. SNY will not discriminate on the basis of race, sex, sexual orientation, religion, color, or ethnic origin in the administration of SNY Play Ball and the selection of SNY Play Ball recipients.
10. Submitting an application to the SNY Play Ball program does not guarantee that you or your organization will receive a donation, grant, or any other services or assistance from SNY.

Submitting an application to the SNY Play Ball program does not guarantee that you or your organization will receive a donation, clinic invitation, or any other services or assistance from SNY.

If you have any questions, please contact us via phone at 855-SNY-AWRD (769-2973) or email at SNYPLAYBALL@genzmarketing.com.

AGREEMENT

THIS AGREEMENT, entered into this 14 day of March, 2018, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and the

NEWBURGH CAL RIPKEN BABE RUTH LEAGUE, having an address of P.O. Box 2618, Newburgh, New York 12550, hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for the consideration hereinafter named, agree as follows:

ARTICLE 1: Obligation of the City.

A. The City shall grant to the Licensee a revocable license to use baseball diamonds, numbered 1, 2, 3 and 4, and the Delano-Hitch Stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for play of baseball and softball games by the Newburgh Cal Ripken Babe Ruth League for the period of time set forth below. The City shall provide field lighting, bathrooms and maintenance for these designated diamonds in Delano-Hitch Recreation Park. The City shall provide field lighting, maintenance and locker space for players/participants in a location in the Delano-Hitch Recreation Park to be determined by the City. These services shall be provided for games played Monday through Saturday from April 1, 2018 to July 31, 2018 and from August 1, 2018 to November 1, 2018, pursuant to a schedule to be submitted to and approved in writing by the City Manager or his designee.

B. The City shall further grant to the Licensee the right to operate concessions in a designated area of this diamond under the following terms and conditions:

1. The Licensee agrees to use and occupy the designated area for no other purposes than for the sale of hot and cold foods, non-alcoholic beverages, ice cream and ice cream products for public use. Prior to beginning use of the designated area, the Licensee shall obtain from the Orange County Department of Health, all permits and licenses necessary to sell food and beverages and provide the City with proof that such permits and licenses have been obtained. The Licensee shall, at his, her or its own cost and expense, furnish all labor, food and non-alcoholic beverage supplies.

2. Nothing herein contained shall prohibit City employees or the public from bringing food or non-alcoholic beverages into the diamond for personal consumption.

3. The Licensee shall not sell any product which is bottled or otherwise packaged in a glass container.

4. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Concession at this diamond which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules,

regulations, laws and ordinances promulgated by the County of Orange, State of New York including but not limited to the rules and regulation of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder.

5. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

6. In the event the designated area is destroyed by fire, flood, casualty, or any other circumstances, or reason or cause, then this agreement shall cease and terminate, but the Licensee shall pay to the City the fees earned by the City pursuant to this agreement up to the date of such termination.

7. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this agreement or the carelessness, negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

C. The City shall further grant to the Licensee the right to use the Multi- Purpose Activity Center located within the Delano-Hitch Recreation Park in the City of Newburgh for four (4) registration sessions and one (1) general membership meeting during the term of this Agreement pursuant to a schedule to be submitted to and approved in writing by the City Manager or his designee. The Licensee agrees to follow the general rules for the use of the facility:

1. The facility must be left in a clean condition after use and the licensee is responsible for cleanup of the facility to the satisfaction of the City Manager or his designee.

2. No City equipment or property is to be removed from the facility or damaged.

3. No alcoholic beverages may be served, distributed or used in the facility or on City property.

4. The number of persons occupying the facility shall not exceed the maximum legal occupancy established by the Fire Department.

5. No group using the facility shall discriminate against persons seeking access to an event open to the public on the basis of race, sex, creed, color or national origin.

6. City employees shall have access to the facility at the time and during any meeting or event. The City reserves the right to eject individual attendees or to cancel an event for violation of this Agreement or other City ordinances.

ARTICLE 2: Obligation of Licensee.

A. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the field as is required by their use thereof.

B. The Licensee shall return the fields and stadium to the City in a clean condition free of all equipment, garbage and debris. The Licensee shall repair all damage incurred to the field and diamonds during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

ARTICLE 3: Payment.

A. The Licensee shall pay to the City $500.00 for each session for a total of $1,000.00 for use of the Stadium and baseball diamonds during the period of this agreement. The Licensee shall submit a league roster to the City Manager's designee prior to the first game of the season in order to receive the discounted fee for City of Newburgh Youth Organizations. Payment the first session is to be made to the Office of the Comptroller at the time the Licensee enters into this agreement. Payment for the second session is to be made to the Office of the Comptroller on or before August 1, 2018.

ARTICLE 4: Insurance.

Licensee shall not commence use of the facilities under this agreement until it has obtained all insurance required under this article and such insurance has been approved by the City.

A. 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 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 $500,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

B. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and

B. That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 6: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder, and shall remain solely responsible for ensuring compliance with all terms and conditions therein.

ARTICLE 7: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or

   (b) The Licensee fails to make prompt payment as required by this agreement; or

   (c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or

   (d) The Licensee is guilty of substantial violation of any provision of this agreement.

2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by seven (7) days notice to the Licensee, terminate the agreement with the Licensee.

ARTICLE 8: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the service to be granted hereunder and/or to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it 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, whether or not the Licensee, its agents or employees have been negligent. The Licensee shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort or kind. The Licensee shall assume all responsibility for risks or casualties of every description, for loss, death or injury to persons or property arising out of the nature of the performance, other than those wholly caused by Acts of God or conditions pre-existing this license. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance.

ARTICLE 9: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 10: No Assignment.

In accordance with the provisions of Section 109 of the General Municipal Law, the Licensee 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.

ARTICLE 11: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 12: Term.

This agreement shall commence on April 1, 2018 and shall expire on November 1, 2018.

ARTICLE 13: Notices.

Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

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

TO: City of Newburgh Cal Ripken Babe Ruth League
P.O. Box 2618
Newburgh, NY 12550

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

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

APPROVED AS TO FORM:

_____
MICHELLE KELSON
Corporation Counsel

_____
KATHRYN MACK
City Comptroller

THE CITY OF NEWBURGH

By: _____

MICHAEL G. CIARAVINO
City Manager
Per City Code Section 163-1 and Section 220-19

NEWBURGH CAL RIPKEN BABE RUTH LEAGUE

By: _____

President

ORDINANCE NO.: _____ - 2018

OF

APRIL 9, 2018

**AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES"
OF THE CODE OF THE CITY OF NEWBURGH
TO PROVIDE A FEE FOR THE REPLACEMENT
OF LOST ELECTRICAL OR PLUMBING LICENSES**

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Schedule of Code Fees.

Chapter 155, Electrical Standards

§ 155-15	Replacement of Lost License	$25.00 per license

Chapter 230, Plumbing

§ 230-15	Replacement of Lost License	$25.00 per license

Section 2. This ordinance shall take effect immediately.

Underlining denotes additions.
~~Strikethrough~~ denotes deletions.

Kaufman, Jeremy

From: Diller, Edward
Sent: Thursday, November 09, 2017 11:21 AM
To: Horton, William; Kaufman, Jeremy
Subject: FW: Amazon Order
Attachments: 113-6857122-2866632.pdf

This is the invoice for the printer (1399.00)

Came with 300 id cards

Time to create the template originally was 45 minutes

Time to input all electrician information is about 2 minutes per electrician. (We have about 97 electricians)

Time to print card is about 1 minute after all information is entered.

Let me know if there is anything else you need

Thank You

Firefighter Edward Diller
City of Newburgh Fire Prevention
123 Grand St Newburgh, NY 12550
Office: 845-569-7405 **Cell:** 845-913-5963 **Fax:** 845-569-0096
Email: ediller@cityofnewburgh-ny.gov

From: Crispino, Nicholas
Sent: Thursday, November 09, 2017 10:59 AM
To: Diller, Edward <EDiller@cityofnewburgh-ny.gov>
Subject: Amazon Order

The price was $1,399. This was for a complete started package.

https://www.amazon.com/gp/product/B01MY9REW4/ref=oh_aui_detailpage_o00_s00?ie=UTF8&psc=1

We would be looking at another $26.03 for additional cards.

Nicholas Crispino
Information Systems Manager
City of Newburgh, NY
Ncrispino@cityofnewburgh-ny.gov
Helpdesk Phone: (845) 569-7345
Direct Line: (845) 569-7326
Cell Phone: (845) 420-4037

amazon.com

Final Details for Order #113-6857122-2866632

Print this page for your records.

Order Placed: July 17, 2017
Amazon.com order number: 113-6857122-2866632
Order Total: $1,558.97

Shipped on July 18, 2017

Items Ordered	Price
1 of: *HP LaserJet Pro M12w Wireless Laser Printer (T0L46A)* Sold by: Amazon.com LLC Condition: New	$69.00
1 of: *Fargo DTC1250e Dual Sided ID Card Printer & Complete Supplies Package* Sold by: Supplies Stop (seller profile) Condition: New	$1,399.00

Shipping Address:
City of Newburgh IT Dept.
83 BROADWAY FL 4TH
NEWBURGH, NY 12550-5617
United States

Shipping Speed:
Two-Day Shipping

Item(s) Subtotal:	$1,468.00
Shipping & Handling:	$38.45
Free Shipping:	-$38.45

Total before tax:	$1,468.00
Sales Tax:	$0.00

Total for This Shipment:	**$1,468.00**

Shipped on July 18, 2017

Items Ordered	Price
1 of: *HP 79A (CF279A) Black Original LaserJet Toner Cartridge* Sold by: Amazon.com LLC Condition: New	$46.97

1 of: *Fargo 45000 DTC1000 YMCKO Ribbon with Cleaning Roller - 250 Prints* $44.00
Sold by: IDSecurityOnline (seller profile)

Condition: New

Shipping Address:
City of Newburgh IT Dept.
83 BROADWAY FL 4TH
NEWBURGH, NY 12550-5617
United States

Shipping Speed:
Two-Day Shipping

Item(s) Subtotal: $90.97
Shipping & Handling: $7.10
Free Shipping: -$7.10

Total before tax: $90.97
Sales Tax: $0.00

Total for This Shipment:$90.97

Payment information

Payment Method:
Visa | Last digits: 7281

Billing address
City of Newburgh IT Dept.
83 BROADWAY FL 4TH
NEWBURGH, NY 12550-5617
United States

Credit Card transactions

Item(s) Subtotal: $1,558.97
Shipping & Handling: $45.55
Free Shipping: -$45.55

Total before tax: $1,558.97
Estimated tax to be collected: $0.00

Grand Total:$1,558.97

Visa ending in 7281: July 18, 2017:$1,468.00
Visa ending in 7281: July 18, 2017: $90.97

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2017, Amazon.com, Inc. or its affiliates

ARTICLE IV
Snow Emergency Parking

§ 288-37. Definitions.

The following definitions shall apply in the interpretation and enforcement of this article:

ROADWAY — That portion of a street or highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

SECONDARY STREETS — Any streets which are not marked as snow emergency routes.

SNOW EMERGENCY ROUTES — Those streets marked as such in accordance with the provisions of this article.

STREET OR HIGHWAY — The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

§ 288-38. Parking on snow emergency routes.

A. Whenever the City Manager finds, on the basis of falling snow, sleet or freezing rain or on the basis of a forecast by the United States Weather Bureau or other weather service of snow, sleet or freezing rain, that weather conditions will make it necessary that motor vehicle traffic be expedited and that parking on City streets be prohibited or restricted for snow plowing and other purposes, the City Manager shall put into effect a parking prohibition on parts of or all snow emergency routes as necessary by declaring it in a manner prescribed by this article.

B. Notwithstanding the provisions of Subsection A hereof, a parking prohibition shall automatically go into effect on any part of any snow emergency route on which there has been an accumulation of snow and ice of 2 1/2 inches or more.

C. Once in effect, a prohibition under this section shall remain in effect until the snow emergency is declared over by the City Manager. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a snow emergency route to which it applies. The parking prohibition established by this section shall govern over any other provision of this chapter purporting to permit parking on any snow emergency route. **[Amended 1-23-1995 by Ord. No. 2-95]**

§ 288-39. Parking on secondary streets.

A. Whenever the City Manager finds on the basis of falling snow, sleet, freezing rain or on the basis of a forecast by the United States Weather Bureau or other weather service of snow, sleet or freezing rain, that weather conditions will make it necessary that motor vehicle traffic be expedited and/or that parking on City streets be prohibited or restricted for snow plowing and other purposes, the City Manager shall put into effect a parking prohibition on parts of all secondary streets as necessary by declaring it in a manner prescribed by this article. The prohibition shall remain in effect until it is declared ended by the City Manager. **[Amended 1-23-1995 by Ord. No. 2-95]**

B. During a snow emergency, all secondary streets will be governed by the alternate-side-of-the-street parking regulations of § 288-36, except as otherwise provided in this section.

C. When a snow emergency has been declared by the City Manager, all parking ordinances shall be suspended. The provisions of § 288-36, Alternate-side-of-the-street parking, shall apply until the snow emergency is declared ended by the City Manager. **[Amended 1-23-1995 by Ord. No. 2-95]**

§ 288-40. Stalled vehicle on snow emergency route.

Whenever a vehicle becomes stalled for any reason, whether or not in violation of this article, on any part of a snow emergency route on which there is a covering of snow, sleet or ice or on which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such snow emergency route. No person shall abandon or leave his vehicle in the roadway of a snow emergency route (regardless of whether he indicated, by raising the hood or otherwise, that the vehicle is stalled), except for the purpose of securing assistance during the actual time necessary to go to a nearby telephone or to a nearby garage, gasoline station or other place of assistance and return without delay.

§ 288-41. Declarations of City Manager.

A. The City Manager shall cause each declaration made by him pursuant to this article to be publicly announced by means of broadcasts from station(s) with a normal operating range covering the City, and he may cause such declaration to be further announced in newspapers of general circulation when

feasible. Each announcement shall describe the action taken by the City Manager, including the time it became or will become effective, and shall specify the streets or areas affected.

B. The City Manager shall make or cause to be made a record of each time and date when any declaration is announced to the public in accordance with this section.

§ 288-42. Termination of parking prohibition. [Amended 1-23-1995 by Ord. No. 2-95]

Whenever the City Manager shall find that some or all of the conditions which give rise to a parking prohibition in effect, pursuant to this article, no longer exists, he may declare the prohibition terminated in whole or in part in a manner prescribed by this article, effective immediately upon announcement.

§ 288-43. Provisions temporarily effective to take precedence.

Any provision of this article which becomes effective by declaration of the City Manager or upon the occurrence of certain weather conditions shall, while temporarily in effect, take precedence over other conflicting provisions of law normally in effect, except that it shall not take precedence over provisions of law relating to traffic accidents, emergency travel of authorized emergency vehicles or emergency traffic directions by a police officer.

§ 288-44. Signs to mark snow emergency routes.

On each street designated by this Article as a snow emergency route, the City Manager shall post special signs at intervals not exceeding 90 feet with the wording "Snow Emergency Route, No Parking During Emergency, Tow-Away Zone." These signs shall be distinctive and uniform in appearance and shall be plainly readable to persons traveling on the street or highway.

§ 288-45. Removal, impounding and return of vehicles.

A. Members of the Police Department are hereby authorized to remove or have removed a vehicle from a street to the nearest garage or other place of safety, including another place on a street, or to a garage designated or maintained by the Police Department or otherwise maintained by this City when:

(1) The vehicle is parked on a part of a snow emergency route on which a parking prohibition is in effect.

(2) The vehicle is stalled on a part of a snow emergency route on which there is a covering of snow, sleet or ice or on which there is a parking prohibition in effect and the person who was operating such vehicle does not appear to be removing it in accordance with the provisions of this article.

(3) The vehicle is parked in violation of any parking ordinance or provision of law and is interfering or about to interfere with snow removal operations.

B. No person shall recover any vehicle removed in accordance with this section except as provided herein. Before the owner or person in charge of such vehicle shall be allowed to recover it from the place where it has been placed or impounded, he shall present to the custodian of the vehicle evidence of his identity and right to possession of the vehicle, shall sign a receipt for its return, shall pay the cost of removal, in accordance with the schedule provided in the City towing contract, and shall pay any cost of storage accrued. Until paid, these charges constitute a lien on the vehicle which may be enforced in the same manner as a garage keeper's lien.

C. This section shall be supplemental to any other provisions of law granting members of the Police Department authority to remove vehicles.

§ 288-46. Citation on vehicle parked or left in violation of article. [Amended 11-26-2012 by Ord. No. 9-2012]

Whenever any motor vehicle without a driver is found parked or left in violation of any provision of this article and is not removed and impounded as provided for in this article, the officer finding such vehicle shall conspicuously affix to such vehicle a notice of violation for the driver to answer to the charge against him in accordance with the provisions of Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh.

§ 288-47. Snow emergency routes designated.[1]

The streets or portions of streets within the City set forth in Schedule XXX (§ 288-88), attached to and made a part of this chapter, are hereby designated as snow emergency routes.

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1. **Editor's Note: Former § 288-47, Failure to comply with traffic ticket attached to vehicle, and § 288-48, Evidence of violations, were repealed 11-26-2012 by Ord. No. 9-2012, which ordinance also redesignated former § 288-49 as § 288-47.**

§ 288-48. through § 288-49. (Reserved)

§ 288-36. Alternate-side-of-the-street parking.

A. There shall be alternate-side-of-the-street parking on each and every street of the City upon a declaration of a snow emergency by the City Manager or otherwise pursuant to Article IV of this chapter, except as to snow emergency routes as designated by § 288-88 and except as provided in Subsection A(4) hereof and subject to a prohibition of parking by the City Manager pursuant to § 288-39A; and alternate-side-of-the-street parking shall supersede all parking meter zones or other parking restrictions pursuant to this chapter as set forth below: **[Amended 1-28-1991 by Ord. No. 591; 1-23-1995 by Ord. No. 2-95]**

(1) On north-south streets, parking shall be permitted on the east side of the street only for the twenty-four-hour period commencing from 6:00 p.m. on Monday, Wednesday and Friday of each week and shall be permitted on the west side of the street only for the twenty-four-hour period commencing from 6:00 p.m. on Tuesday, Thursday, Saturday and Sunday of each week.

(2) On east-west streets, parking shall be permitted only on the north side of the street for the twenty-four-hour period commencing from 6:00 p.m. on Monday, Wednesday and Friday of each week and shall be permitted on the south side of the street only for the twenty-four-hour period commencing from 6:00 p.m. on Tuesday, Thursday, Saturday and Sunday.

(3) On all other City streets, the Police Department shall designate the side of the street on which parking shall be permitted on any particular day of the week. As with Subsections A and B hereof, parking shall be permitted on one side of the street on Monday, Wednesday and Friday of each week and on the other side of the street on Tuesday, Thursday, Saturday and Sunday of each week. Permitted parking on each side of the street shall also commence from 6:00 p.m. and shall terminate 24 hours thereafter.

(4) Notwithstanding any other provision of this section, the provisions of this section shall not apply to the streets or portions of streets set forth in Schedule XXVIII (§ 288-86), attached to and made a part of this chapter.

(5) The City Manager is authorized to suspend alternate-side-of-the-street parking, as provided for by this section, for holidays or other special occasions, but such suspensions

shall not exceed 48 hours at any one time. Prior to suspending the regulation, the City Manager should satisfy himself to the greatest extent possible by consulting the weather forecasts that there will not be any significant snowfall during the period of suspension. Any such suspension shall be declared by him as provided in § 288-41 of this Code. **[Added 4-24-1989 by Ord. No. 14-89]**

B. Seasonal alternate-side-of-the-street parking. No vehicle shall be parked during the months indicated in Schedule XXIX (§ 288-87), attached to and made a part of this chapter, upon the streets or parts of streets described in Schedule XXIX. A declaration of a snow emergency shall supersede this section and the alternate-side provisions of Subsection A of this section shall apply to said streets. **[Amended 1-23-1995 by Ord. No. 2-95]**

§ 288-86. Schedule XXVIII: Exceptions to Alternate-Side Parking. [Added 1-23-1995 by Ord. No. 2-95[1]]

In accordance with the provisions of § 288-36A(4), the following streets or parts of streets shall be excluded from the alternate-side-of-the-street parking requirements of § 288-36A and during a snow emergency shall be subject to the restriction set forth herein:

Name of Street	Location	Restrictions
Ann Street	In front of Sacred Heart School	No parking zone remains in effect during school hours
Broadway	From Colden Street to West Street	Parking meter zone remains in effect and no parking both sides from 12:00 midnight to 8:00 a.m. daily
Chestnut Street	In front of Chestnut Street School	No parking zone remains in effect during school hours
Montgomery Street	In front of Montgomery Street School	No parking zone remains in effect during school hours
Renwick Street	In front of Saint Francis School	No parking zone remains in effect during school hours
Washington Street	In front of Washington Street School	No parking zone remains in effect during school hours
West Street	In front of West Street School	No parking zone remains in effect during school hours

§ 288-87. Schedule XXIX: Seasonal Alternate-Side Parking.

In accordance with the provisions of § 288-36B, no vehicle shall be parked during the months indicated upon the streets or parts of streets described below:

1. **Editor's Note: This ordinance also repealed former § 288-86, Schedule XXVIII: Exceptions to Alternate-Side Parking, and Ord. No. 22-93, adopted 12-20-1993.**

Name of Street	Side	Months	Location
Campbell Street	North	February, April, June, August, October and December	From Grand Street to Johnston Street
Campbell Street	South	January, March, May, July, September and November	From Grand Street to Johnston Street
Castle Street **[Added 10-24-2016 by Ord. No. 3-2016]**	North	February, April, June, August, October and December	Entire length
Castle Street **[Added 10-24-2016 by Ord. No. 3-2016]**	South	January, March, May, July, September and November	Entire length
Grove Street **[Added 3-10-2004 by Ord. No. 2-2004]**	East	February, April, June, August, October and December	From Broadway to Orchard Street
Grove Street **[Added 3-10-2004 by Ord. No. 2-2004]**	West	January, March, May, July, September and November	From Broadway to Orchard Street
Hudson View Terrace **[Added 5-28-1996 by Ord. No. 7-96]**	East	February, April, June, August, October and December	Entire length
Hudson View Terrace **[Added 5-28-1996 by Ord. No. 7-96; amended 4-15-2004 by Ord. No. 4-2004]**	West	January, March, May, July, September and November	Entire length
North Street **[Added 10-24-2016 by Ord. No. 3-2016]**	North	February, April, June, August, October and December	From Gidney Avenue to Fullerton Avenue

Name of Street	Side	Months	Location
North Street **[Added 10-24-2016 by Ord. No. 3-2016]**	South	January, March, May, July, September and November	From Gidney Avenue to Fullerton Avenue
West Street	East	February, April, June, August, October and December	From Broadway to South Street
West Street	West	January, March, May, July, September and November	From Broadway to South Street

§ 288-88. Schedule XXX: Snow Emergency Routes. [Amended 1-23-1995 by Ord. No. 2-95]

In accordance with the provisions of § 288-49, the following streets or parts of streets described below are hereby designated as snow emergency routes, and no standing shall be permitted on said streets or parts of streets during snow emergencies:

Name of Street	Side	Location
Broadway	Both	From West Street to City line
Dupont Avenue	Both	Entire length
Lake Street	Both	Entire length
Leroy Place	Both	Entire length
Little Britain Road	Both	Entire length
North Street	Both	From Leroy Place to Robinson Avenue
Robinson Avenue	Both	Entire length
South Robinson Avenue	Both	Entire length
South Street	Both	Entire length
South Water Street	Both	Entire length
Water Street	Both	Entire length