City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
March 7, 2019
6:00 PM

Council Meeting Presentations

1. Executive Session

   Proposed, pending, or current litigation

Work Session Presentations

2. Presentation on Communications

3. Funding application for RUPCO's Newburgh Progress project

   Presentation by RUPCO for its Newburgh Progress application.

Department of Public Works/ Departamento de Obras Públicas

4. Paving Update

   (George Garrison)

Finance/Finanza

5. Donations -- City annual events

   Resolution authorizing the Interim City Manager to accept donations in support of the City of Newburgh's annual Memorial Day and Fourth of July observances, Black History Parade, National Night Out, the annual International Festival, and the Back to School, Halloween and Christmas events for 2019. (MIchelle Kelson)

6. Contracts - City annual events

   Resolution authorizing the Interim City Manager to enter into agreements with various parties to provide performing arts and related services in connection with the City of Newburgh’s annual Memorial Day and Fourth of July observances, Black History Parade, National Night Out, the annual International Festival and the Back to School, Halloween and Christmas events for 2019. (Michelle Kelson)

Water Department/ Departamento de Aqueductos

7. Fund Balance Transfer

   Resolution amending Resolution No: 364-2018, the 2019 Budget for the City of Newburgh, New York to transfer $301,100.42 from Water Fund Appropriated Fund Balance to Water Distribution – Other Services to fund a water main repair at Masterson’s Lake. (Wayne Vradenburgh & Todd

Venning)

Planning and Economic Development/Planificación y Desarrollo Económico

8. Ordinance - 30-minute parking zone 117 and 119 Liberty Street and 92 Washington Street

   Ordinance amending Section 288-77 of the Code of Ordinances to establish 30-minute parking zones at 117 and 119 Liberty Street and 92 Washington Street. (Ali Church)

9. Purchase of 46 Lutheran Street

   Resolution to authorize the conveyance of real property known as 46 Lutheran Street (Section 29, Block 4, Lot 34) at private sale to Julian Mann for the amount of $70,000.00. (Ali Church)

10. Purchase of 287 Third Street

   Resolution to authorize the conveyance of real property known as 287 Third Street (Section 22, Block 1, Lot 3) at private sale to Arleen Perez for the amount of $72,000.00. (Ali Church)

11. 109 S. William Street - addendum to site development agreement

   Resolution amending the Site Development Agreement for the transfer and redevelopment of property located at 109 South William Street (Section 45, Block 5, Lot 5) (Ali Church & Michelle Kelson)

12. 63 and 66 Carson Avenue - extension of time to rehabilitate

   Resolution authorizing an extension of time to rehabilitate premises owned by Hudson Valley Real Estate Partners, LLC known as 63 Carson Avenue (Section 45, Block 7, Lot 5) and 66 Carson Avenue (Section 45, Block 6, Lot 35) (Michelle Kelson)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

13. Resolution related to the Danskammer Energy, LLC application

   Resolution authorizing the City of Newburgh to file a Notice of Intent to become a party to the application of Danskammer Energy, LLC for the proposed Danskammer Energy Center and to explore opportunities to access Intervenor funding.

14. Clinton Street Extension Restoration Project - Preserve NY grant application for a cultural landscape report

   Resolution authorizing the Interim City Manager to apply for a Preserve New York program grant in an amount not to exceed $10,000.00 for a cultural landscape report for the Clinton Street Extension Restoration Project. (Michelle Kelson)

15. License Agreement - House of Refuge Tuesday Farm Market

   Resolution authorizing the Interim City Manager to enter into a license agreement with House of Refuge to allow use of City owned property located at 140 Broadway for the Tuesday Farm Market. (Michelle Kelson)

16. Non-Bargaining Unit Employees Agreement Amendment

   A Resolution to Amend and Restate the Benefit Plan for Non-Bargaining Unit

Employees. (Joseph P. Donat)

Resolutions of Support/ Resoluciones de Apoyo

17. Universal Rent Stabilization and Control

    Resolution of the City of Newburgh supporting Universal Rent Stabilization and Control. (As per Councilwoman Mejia)

18. International Day of Happiness 2019

    Resolution of the City Council designating March 20, 2019 as International Day of Happiness in the City of Newburgh. (As per Councilwoman Monteverde)

Local Laws/Leys Locales

19. Local Law - Smoke-free Outdoors

    Local Law amending Chapter 276 entitled "Tobacco" of the Code of Ordinances of the City of Newburgh to add Article II entitled "Smoking, Outdoor" (Michelle Kelson)

Discussion Items/Temas de Discusión

20. Board of Ethics appointments

    Resolution appointing members to the City of Newburgh Board of Ethics.

Agency Introduction
City of Newburgh, NY
March 7, 2019

focusmedia

COMPANY BACKGROUND

Founded in 2002

Award-winning, full-service agency with Madison Avenue quality

Growing team of more than 25 professionals

Including former journalists and editors

$6M in annual revenue

SERVICES & SPECIALTIES

Banking/Financial Services
Advertising
Tourism
Search Engine Marketing
IssueCampaigns
WebDevelopment
Construction
Crisis
Business-To-Consumer
Communications
Design
Business-To-Business
SocialMedia
Health Care
Event Marketing
Market Research
EconomicDevelopment
PublicRelations
PoliticalCampaigns
BroadcastProduction
Utilities
SeniorLiving
Strategic Marketing
Manufacturing

WHO WE WORK FOR SAYS A LOT ABOUT US

ORMC Orange Regional Medical Center

Bellefield at Historic Hyde Park

CapCity CoWorks

The Accelerator Powered by the Orange County IDA

Mount Vernon City School District • New York • Since 1894

Town of Liberty Est. 1807

IDA Industrial Development Agency Orange County New York
Empowering Businesses. Inspiring Growth.

Town of Pawling 1788

Orange County Tourism In the Beautiful Hudson Valley

Catskill Regional Medical Center

LEGO Legoland New York

mount peter Skiing | Snowboarding | Tubing

auro Chemicals

Orange County New York 1 November 1683

HYTORC® Since 1968

hvedc Hudson Valley Economic Development Corporation

City School District of New Rochelle

Resorts World™ Catskills

Woodbury Common A Simon Premium Outlet

walden Savings bank

OUR POINTS OF DIFFERENCE

WE'RE FULL-SERVICE

Full-service competencies make us a multidimensional advisor

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WE HAVE DEEP EXPERIENCE

Strong issue and political campaign proficiency

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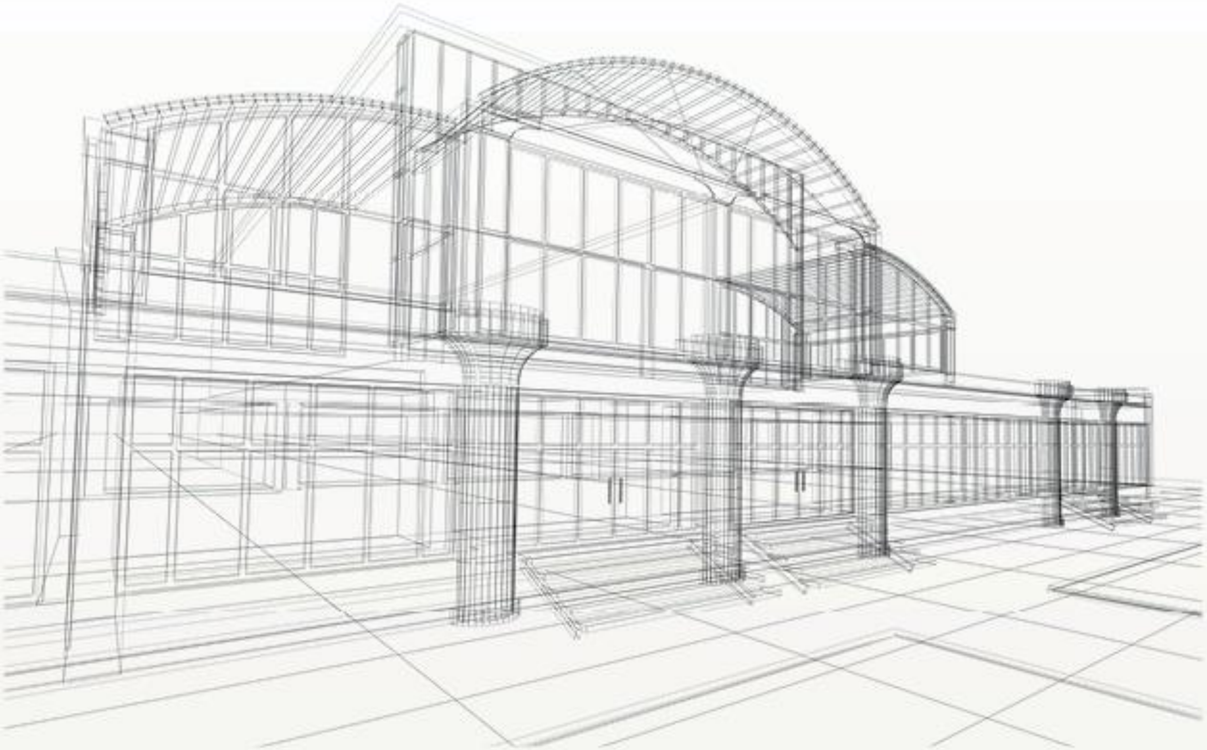
WE’RE LAND-USE EXPERTS

Experts in land-use public relations for expansions and renovations



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CRISIS COMMUNICATIONS IS OUR SPECIALTY

Specialists in crisis communications, including international work

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WE'RE STRATEGIC

PR programs grounded in strategic marketing

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WE EMBED OURSELVES IN THE COMMUNITY

Community relations professionals

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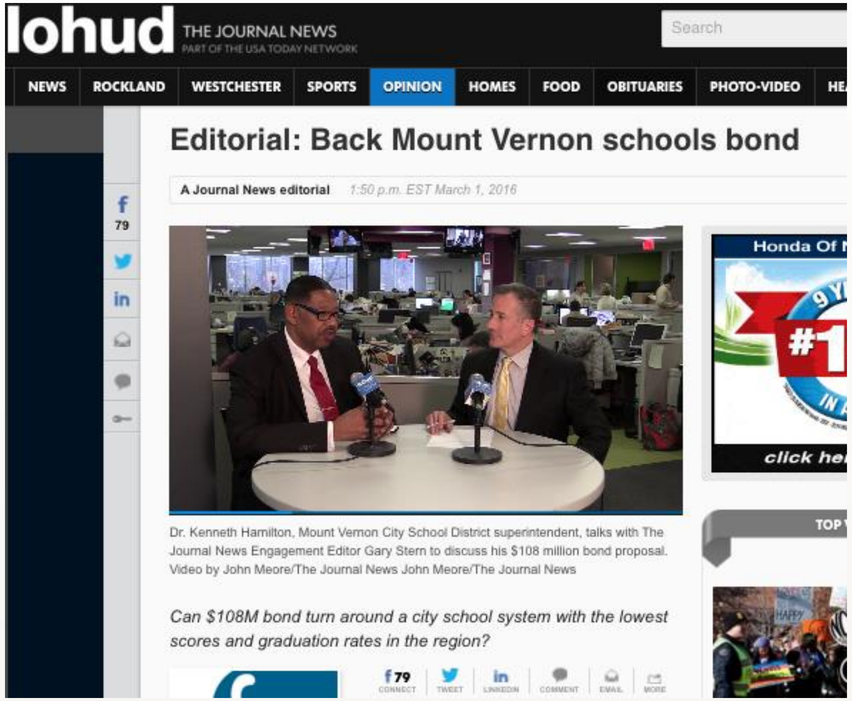
Extensive Public Relations/Crisis Communications Experience

Focus Media in 2016 assisted **Mount Vernon City School District in Westchester County** with public outreach for their proposed $100+ million infrastructure bond which required approval by voters. A full suite of campaign tactics was deployed, including online video, public relations, community outreach, direct mail and other touch points. The bond passed by a more than 3 to 1 margin. Focus Media has since been retained as Agency of Record to continue public and community relations.



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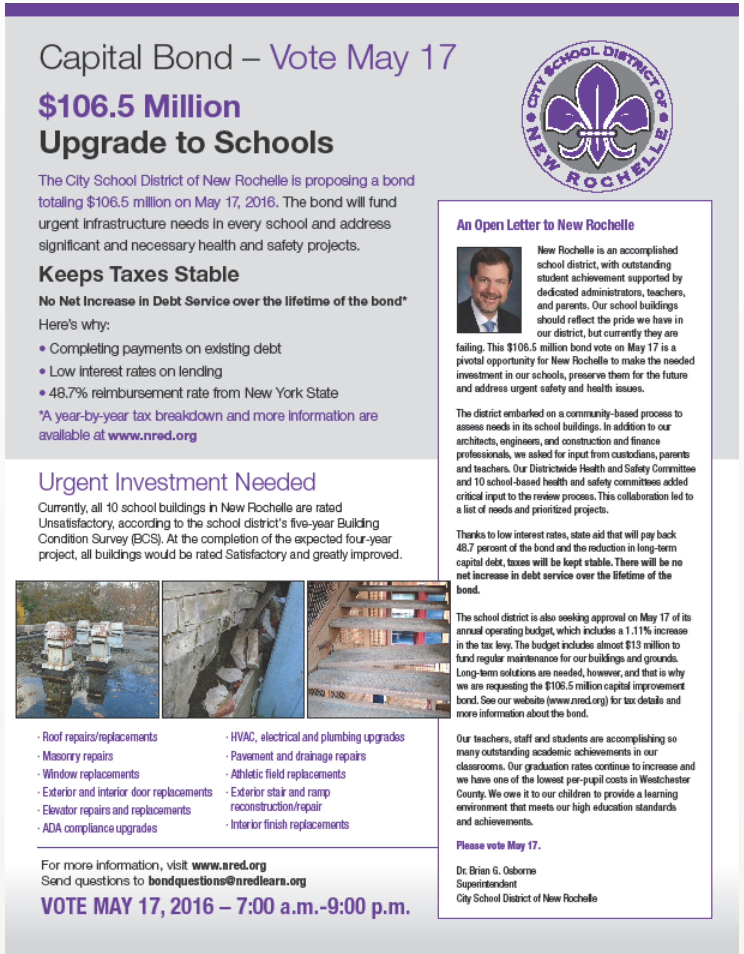
Extensive Public Relations/Crisis Communications Experience

Additionally, and similarly in 2016, Focus Media was retained by **City School District of New Rochelle** to spearhead the public relations efforts of their proposed $106 million infrastructure bond. Again, the bond passed by an almost 3-to-1 margin, using similar tactics. Similar versions had been voted down by the public. The school district has since retained Focus Media for public and community relations, as well as website management.



Capital Bond – Vote May 17

$106.5 Million

Upgrade to Schools

The City School District of New Rochelle is proposing a bond totaling $106.5 million on May 17, 2016. The bond will fund urgent infrastructure needs in every school and address significant and necessary health and safety projects.

Keeps Taxes Stable

No Net Increase in Debt Service over the lifetime of the bond*

Here's why:

- Completing payments on existing debt
- Low interest rates on lending
- 48.7% reimbursement rate from New York State

*A year-by-year tax breakdown and more information are available at **www.nred.org**

Urgent Investment Needed

Currently, all 10 school buildings in New Rochelle are rated Unsatisfactory, according to the school district's five-year Building Condition Survey (BCS). At the completion of the expected four-year project, all buildings would be rated Satisfactory and greatly improved.

- Roof repairs/replacements
- Masonry repairs
- Window replacements
- Exterior and interior door replacements
- Elevator repairs and replacements
- ADA compliance upgrades
- HVAC, electrical and plumbing upgrades
- Pavement and drainage repairs
- Athletic field replacements
- Exterior stair and ramp reconstruction/repair
- Interior finish replacements

For more information, visit **www.nred.org**
Send questions to **bondquestions@nredlearn.org**

VOTE MAY 17, 2016 – 7:00 a.m.-9:00 p.m.

An Open Letter to New Rochelle

New Rochelle is an accomplished school district, with outstanding student achievement supported by dedicated administrators, teachers, and parents. Our school buildings should reflect the pride we have in our district, but currently they are failing. This $106.5 million bond vote on May 17 is a pivotal opportunity for New Rochelle to make the needed investment in our schools, preserve them for the future and address urgent safety and health issues.

The district embarked on a community-based process to assess needs in its school buildings. In addition to our architects, engineers, and construction and finance professionals, we asked for input from custodians, parents and teachers. Our Districtwide Health and Safety Committee and 10 school-based health and safety committees added critical input to the review process. This collaboration led to a list of needs and prioritized projects.

Thanks to low interest rates, state aid that will pay back 48.7 percent of the bond and the reduction in long-term capital debt, **taxes will be kept stable. There will be no net increase in debt service over the lifetime of the bond.**

The school district is also seeking approval on May 17 of its annual operating budget, which includes a 1.11% increase in the tax levy. The budget includes almost $13 million to fund regular maintenance for our buildings and grounds. Long-term solutions are needed, however, and that is why we are requesting the $106.5 million capital improvement bond. See our website (www.nred.org) for tax details and more information about the bond.

Our teachers, staff and students are accomplishing so many outstanding academic achievements in our classrooms. Our graduation rates continue to increase and we have one of the lowest per-pupil costs in Westchester County. We owe it to our children to provide a learning environment that meets our high education standards and achievements.

Please vote May 17.

Dr. Brian G. Osborne
Superintendent
City School District of New Rochelle

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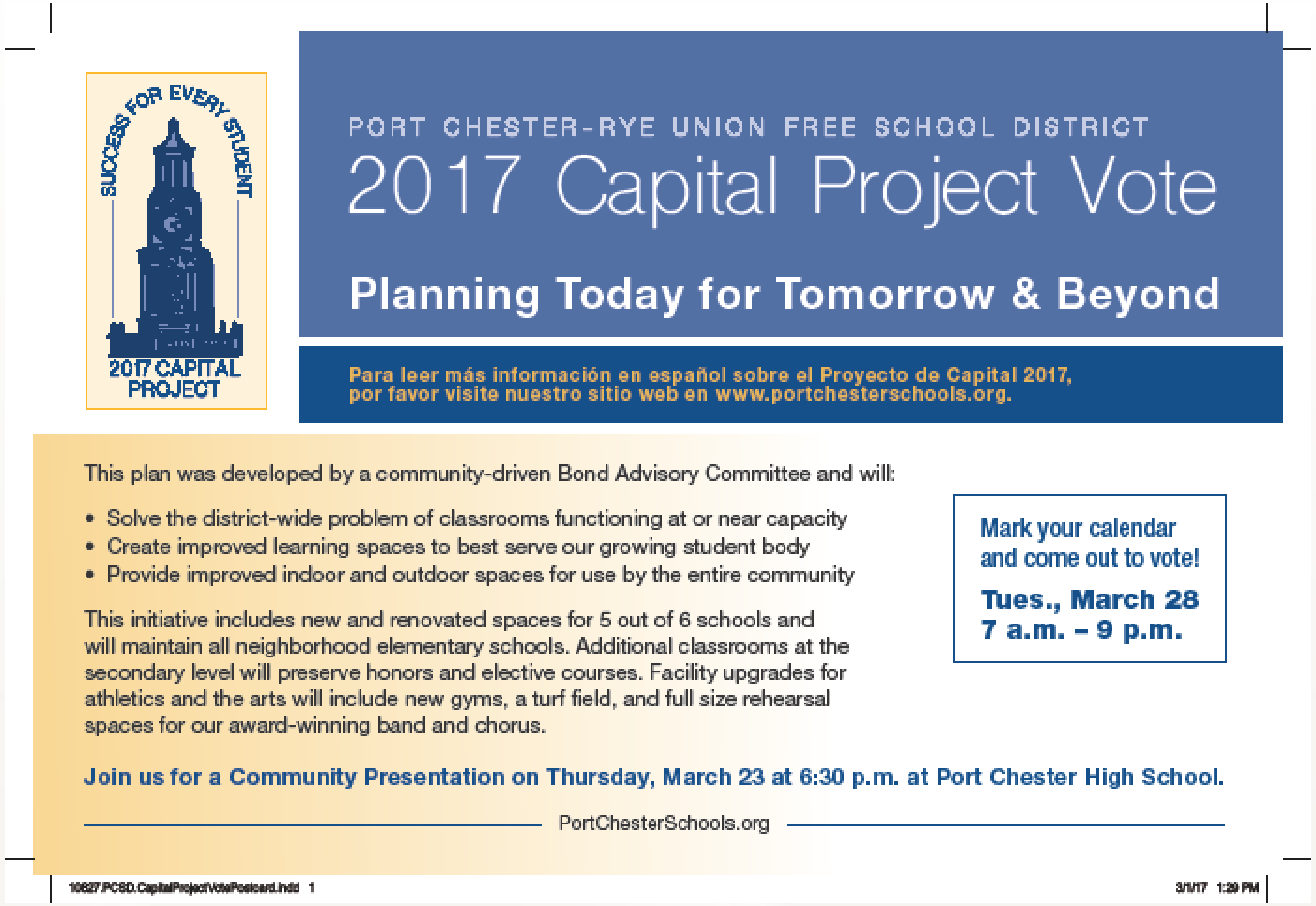
Extensive Public Relations/Crisis Communications Experience

In 2017, Focus Media met its most difficult school bond challenge to-date when **Port Chester-Rye Union Free School District**, engaged with Focus Media to assist them in passing a challenging $80 million bond. This accomplishment came on the heels of residents rejecting a proposed $41.5 million bond just two years earlier. The district had a well-organized group of residents who were against the bond and again came out in force to vote “no.” However, this time, Focus Media helped the district get out the “yes” voters as well. The bond narrowly passed by less than 30 votes, 1,307 to 1,278. A variety of tactics, from video to social media to direct mail, educated the public about the benefits of the bond for students and the community as a whole.



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Extensive Public Relations/Crisis Communications Experience

Since 2010, Focus Media has served as Agency of Record for **The Accelerator, Powered by the Orange County IDA.** Focus Media provides ongoing publicity and media relations, creative and marketing services. A few years ago, Focus Media was involved in the re-branding of the organization, and re-designed its website to have a more modern look and feel, as well as a more efficient user-experience. Focus Media recently completed its new website telling the stories of the artisans who utilize The Accelerator.

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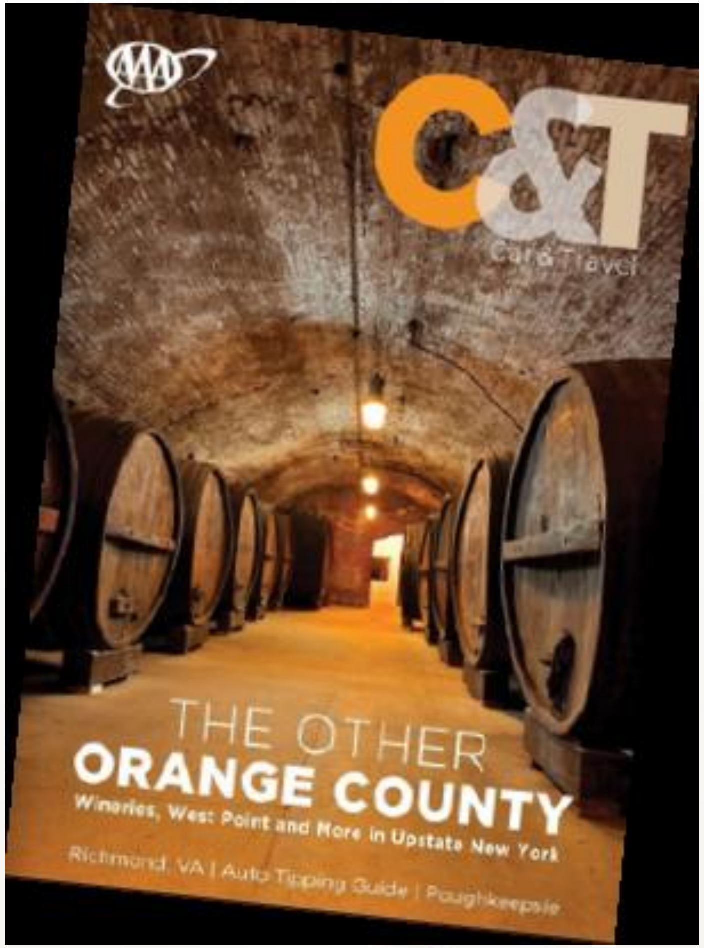
Extensive Public Relations/Crisis Communications Experience

In 2016, Focus Media was retained by the **Orange County IDA** to provide public and media relations support, as well as marketing services. Focus Media is currently working with the IDA on local education campaigns, as well as attraction campaigns to bring businesses located elsewhere to Orange County, N.Y.

Extensive Public Relations/Crisis Communications Experience

Focus Media has been retained by **Orange County Tourism** since 2014. Through strategic advertising and public relations efforts, Orange County Tourism has experienced an over 250 percent increase in website traffic since engagement began, and in 2016, Orange County had its largest increase in hotel/bed occupancy tax (9.3 percent increase) in the history of its program. Additionally, AAA digital magazine, with a circulation of more than 1 million, has featured Orange County Tourism as its cover story.



Focus Media has additionally worked with **Orange County Health**, **Orange County Fire Services**, the **County Executive's Office**, **Parks and Recreation** and the **Department of Planning** on one-off projects.

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Extensive Public Relations/Crisis Communications Experience

Focus Media served as the agency of record for **Ulster County Tourism** from 2011 through 2016. This strategic partnership helped grow tourism in Ulster County by expanding the reach, sophistication and impact of all marketing efforts. Occupancy Tax revenue rose at a record pace and was more than $1.3 million annually. The Occupancy Tax increase of 8.9 percent in 2015 is the highest ever for Ulster County.

Extensive Public Relations/Crisis Communications Experience

Focus Media was retained by **LEGOLAND New York/Merlin Entertainments** in May of 2016 to assist their efforts in bringing a world-class theme park to Orange County, N.Y. This project is one of the largest projects in the history of the region, and would be one of the largest tourist attractions in the entire state. The project has been approved, and land clearing began in January 2018.

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Extensive Public Relations/Crisis Communications Experience

Since 2010, Focus Media has served as Agency of Record for **Hudson Valley Economic Development Corporation (HVEDC)**. Focus Media provides ongoing publicity and media relations, creative and marketing services. Collectively, Focus Media and HVEDC have won more than 30 awards from the New York State Economic Development Council, including several Best in Class honors.

56 FRIDAY, MAY 31, 2013 • TIMES HERALD-RECORD

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3-D printing center to locate at SUNY

Paltz center aims to grow new technology

BY JAMES WALSH
Times Herald-Record

NEW PALTZ – The founding of an advanced manufacturing center at SUNY New Paltz was announced Thursday during an event at the college promoting 3-D printing technology.

The announcement by Laurence Gottlieb, president of the Hudson Valley Economic Development Corp., came amid enthusiasm for 3-D printing's potential to boost manufacturing, and create well-paying jobs in the region.

JEFF GOULDING/Times Herald-Record photos

Thursday's manufacturing-center launch at SUNY New Paltz focused on the myriad of innovations possible with the new 3-D printing technology. Sharon Smith, vice president of marketing for printer-maker Stratasys said "anyone who makes anything" can make use of 3-D printers.

Printer-maker Stratasys displayed 3-D printing variations Thursday.

"Now we will have the equipment, the training and the investment needed to lead the charge on 3D printing."
SEAN ELDRIDGE
Founder, Hudson River Ventures

Technology a boon for industry

3-D printing technology saves industry time and money by allowing product adjustments early in the design phase. A few clicks on a computer keyboard can fine-tune a design, instead of having to restart the process by fabricating a new mold. It works like an inkjet printer attached to a computer. The computer tells the printer what to do, but instead of ink, the machine extrudes layers of a material such as plastic to form the object. Rubber and powdered metals are also used.

More than 300 attendees, including many from the region's business, political and educational circles, busied themselves examining samples of 3-D printing produced by the college's fine art students and faculty.

Representatives of Allegheny Educational Systems Inc. of Natrona Heights, Pa., answered questions about printers, ranging from $10,000 models for middle and high schools, to $300,000 for college programs.

Digital design and fabrication

SUNY New Paltz intends to launch a three-semester, noncredit certificate program in digital design and fabrication in the fall, bringing together the faculty of the School of Fine and Performing Arts with the School of Science and Engineering, college President Donald Christian told the audience assembled in the Student Union.

The courses will be at an advanced baccalaureate level, Christian said, aiming to draw businesses and entrepreneurs, as well as artists and designers. In addition to the noncredit program, credit-bearing courses will be introduced at some point for students in a variety of majors.

Hudson River Ventures invests

Kingston-based Hudson River Ventures, a small-business investment firm, aims to support the program with a $250,000 donation, matched by another $250,000 from Central Hudson Gas & Electric Corp.

To encourage the technology to grow, Sean Eldridge, founder of Hudson River Ventures, will also commit up to $500,000 worth of investments in the region's companies using the technology.

"3-D printing has tremendous potential to grow our economy and create jobs in the Hudson Valley," said Eldridge, who's considering a run against Rep. Chris Gibson, R-Kinderhook, in 2014 for the 19th Congressional seat.

"There is a great tradition of innovative manufacturing in the Hudson Valley," Eldridge said. "Now we will have the equipment, the training and the investment needed to lead the charge on 3-D printing."

As planned, the region's community colleges will have access to the program – the Hudson Valley Advanced Manufacturing Center – as well as local businesses needing product prototypes.

Sharon Smith, vice president of marketing for printer maker Stratasys, presented a video show of 3-D printing uses, ranging from parts for airplanes to motorcycles to vacuum cleaners to medical devices.

"Who uses it," Smith said? "Quite simply anyone who makes anything."

jwalsh@th-record.com

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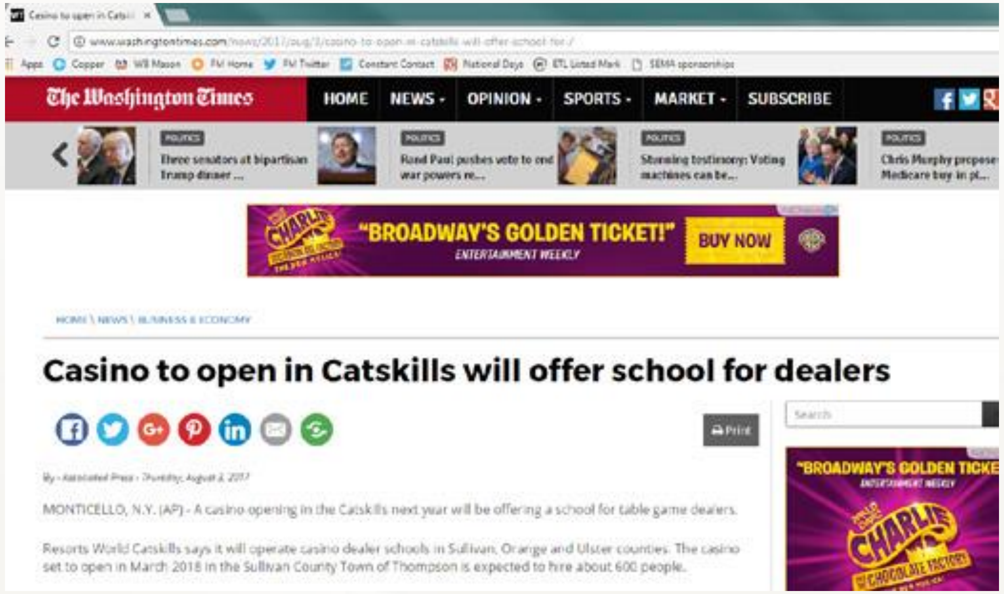
Extensive Public Relations/Crisis Communications Experience

Focus Media is retained by and has served as a lobbyist for **Empire Resorts, Inc.** (NASDAQ-GM: NYNY) in the New York State gaming legalization effort. Empire successfully won one of only three licenses in the state of New York. Their project, **Resorts World Catskills**, opened in February, 2018 and Focus Media remains their PR partner.



The Washington Times

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Casino to open in Catskills will offer school for dealers

By - Associated Press - Thursday, August 3, 2017

MONTICELLO, N.Y. (AP) - A casino opening in the Catskills next year will be offering a school for table game dealers.

Resorts World Catskills says it will operate casino dealer schools in Sullivan, Orange and Ulster counties. The casino set to open in March 2018 in the Sullivan County Town of Thompson is expected to hire about 600 people.

Extensive Public Relations/Crisis Communications Experience

Focus Media was retained by Simon Property Group (NYSE: SPG) on a special project basis to manage the media and public perception of the company's expansion of its **Woodbury Common Premium Outlets** center in New York. The expansion and renovation was approved by government and planning agencies and was completed in 2017. Since 2015, Simon has retained Focus Media as its Agency of Record for national publicity of Woodbury Common Premium Outlets.

TIMES HERALD-RECORD

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Location: MIDDLETOWN, NY
Circulation (DMA): 66,680 (1)
Type (Frequency): Newspaper (S)
Page: 34,35
Keyword: Woodbury Common Premium Outlets

Woodbury Common freshening up

$170M face-lift to add stores, parking spaces

BY JAMES WALSH
Times Herald-Record

CENTRAL VALLEY – Traces of the coming transformation of Woodbury Common Premium Outlets to a more pedestrian-friendly shopping environment are already evident.

Outdoor seating, for example, has been installed here and there over the past year in recognition that even the most fervent shoppers need a break.

Some of that seating, outside Starbucks, drew a dozen shoppers for a caffeine reboot on a recent sunny afternoon.

The plans, though, go far beyond chairs and tables shaded by umbrellas. For five years, Simon Property Group Inc., the world's largest real estate company, has been designing a $170 million face-lift for the shopping mecca, much of which dates to 1985.

"It's done very well; it's been very successful. But it's time for it to be refreshed," Mark Silvestri, a Simon executive vice president, said of the shopping center with more than 200 stores. "The project is 27 years old, and it's grown in spurts. It's time to bring in all the services and amenities that it warrants."

Traffic, safety part of review

Parts of the plan were addressed by the Town of Woodbury Planning Board in 1996, before the Village of Woodbury's incorporation. The latter's Planning Board has begun reviewing the proposed construction and renovations with an eye toward updating a 16-year-old draft environmental impact statement.

Issues that the Simon company must address include traffic, storm-water management/drainage, noise, visual impact and the effects of construction on surrounding areas. One concern has been safety measures to be taken during construction because the mall is opposite the Central Valley Elementary School.

"Over the course of the next several months, the public and the Planning Board will have an opportunity to weigh in on this process," Rick Golden, the Planning Board's attorney, said in an email.

While Simon was previously approved for 330,000 additional square feet of retail space, it only built 270,000 square feet in 1997. It now wants to add the remaining 60,000.

More than retail space

Additional retail space seems to be a minor detail in the blueprints. More ambitious are goals to reduce contact between motor vehicles and pedestrians, expand parking, ease flow of tour buses, clearly define the different shopping courts with new facades, roofs and landscaping, and create a welcoming environment for people arriving at the outlets.

The latter demands a new tower building and a welcome center. "As it is now, there's no feeling that you've gotten here and that you're going the right way," said Danielle DeVita, a Simon senior vice president, referring to a layout that can leave arrivals wandering between a maintenance shed and a bus stop.

The tower building is an iconic meeting place, but its rear faces people upon arrival, so it can

See PLANS, Page 35

go unnoticed. The new version, including a more spacious food court with outdoor balconies, will provide an entranceway for shoppers from the parking lots.

Heated bus shelters will be positioned so passengers won't have to cross a roadway, said David Mistretta, the center's general manager.

The welcome center is planned for nearby, where John Varvatos and the Company Store stand today.

1,000 more parking spots

The plan also calls for improving traffic flow with inner and outer ring roads, and adding 1,000 parking spaces with a garage at the rear of the 150-acre property. There are now 6.7 parking slots per 1,000 square feet of retail space. The plan would raise that to 7.3 per 1,000.

The project is expected to take five years to complete.

Construction will be confined to one area at a time.

While the center's planners said they feel the internal changes to roadways and parking will ease traffic on often-jammed Route 32, a major improvement in the works for a decade has been postponed by the state.

That plan calls for a new Route 32/Route 17 interchange, eliminating the need for southbound Route 32 traffic to turn left to enter the Thruway. The left turn now causes traffic to back up in an area with eight traffic lights within seven-tenths of a mile.

New York state, though, has shifted its priorities

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OUR SCOPE OF SERVICES

- Discovery/SWOT Analysis
- Message Development
- Public Relations Plan
- News Release Development/ Media Placement Program
- Crisis Communications
- Community Engagement
- Event Support
- Social Media Consultation

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Discovery/SWOT Analysis

- Focus Media gets "under the hood" when working with a new client. It's much more than just making pretty ads (although we do that, too). As your partner, we will seek insights with the breakdown of the competitive landscape. To formally begin the discovery process, Focus Media will conduct a full analysis of strengths, weaknesses, opportunities and threats (SWOT), and will quickly learn the City of Newburgh's points of difference to assist in determining key messages and targets for public relations and campaigns. City of Newburgh's organizational objectives will be connected to opportunities and threats in the marketplace. Upon completion of the SWOT, Focus Media will deliver strategic public relations recommendations and an implementation plan to the City of Newburgh.

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Message Development

In concert with the City of Newburgh, Focus Media will develop key messages for all public relations touch points to result in maximum impact. These messages will be packaged in all external communication, including public relations efforts and new marketing collateral Focus Media can develop.

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Public Relations Plan

Public relations and attaining key news story placements will be invaluable in building the City of Newburgh’s brand and driving new leads. Focus Media will develop a comprehensive plan that utilizes all available public relations vehicles, including local, regional and national markets. We currently subscribe to Cision, a top media contact and monitoring service, which in addition to our pre-existing relationships, enables us to pitch the correct contact at virtually every media outlet. The public relations road map will include story lines and identify placement outlets, and will serve as a strategy outline that will evolve as the campaign progresses.

News Release Development/Media Placement Program

In addition to handling media relations, Focus Media will develop news releases that seek ongoing positive news stories for the City of Newburgh. News angles and themes will emerge as the campaign progresses. Press releases will also provide dynamic content for social media and the website, assisting with search engine optimization endeavors.

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Crisis Communications

As a firm with a strong reputation in public relations and crisis communications, Focus Media has represented many prominent public entities and figures, as well as renowned international companies, and is sensitive to client needs. With the 24-hour news cycle and power of social media, Focus Media combines rapid responses with informed strategic decisions. Focus Media's team is composed of former journalists and senior media spokespeople who have deep experience in crisis communications, issue campaigns and reputation management.

Community Engagement/Event Support

Focus Media will assist with the strategy in garnering support from the community during needed periods. Their support can be leveraged in numerous ways, including:

Mobilize support from leaders/key stakeholders in the community:

- Provide outreach and assistance if speakers are needed for a specific event and/or meeting
- Volunteer letters to the editor: Orchestrate letters to the editor from local residents and counter the views of opponents or misinformation from the press
- My View/Op-Ed submissions: Collaborate with influential third parties for Op-Ed submissions

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Social Media Consultation

As an “owned” media source, social media presents a unique opportunity to creatively pepper your target audience with key messaging and keep users up to date. Focus Media will develop new and rich content through public relations initiatives that will bolster communication along the social media channels. As your partner, Focus Media can work with the City of Newburgh to create an acquisition-based strategy and execute the campaign through engaging and relevant regular updates. Additional fees will apply for day-today management of social media (which includes posting to the page), if desired.

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Creative

Focus Media's full-service creative competencies will be a competitive advantage for the City of Newburgh. Focus Media has a deep portfolio with advertising campaigns and content creation. Focus Media will design all print and digital materials and will manage the production.

Additional costs, if applicable, will apply for third-party services rendered from printing, video, etc. for filming, editing, voice-overs and more.

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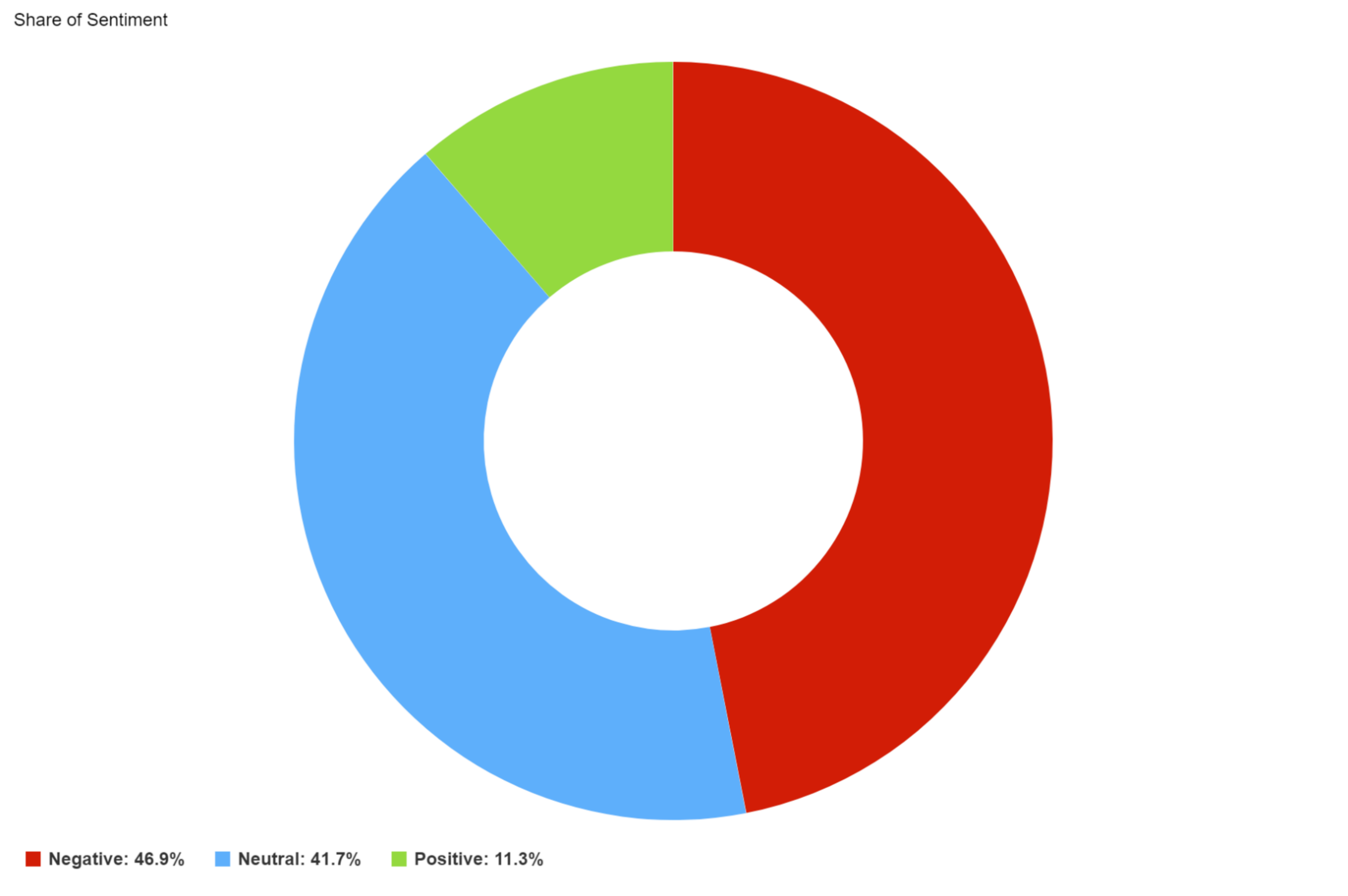
MEDIA MONITORING

- Media intelligence software as a service for a variety of market verticals
- Insight derived from billions of online conversations and documents living outside company firewalls
- Efficient way to connect and track placements through one convenient service
- Speed-to-market with media contacts

Insights on "Newburgh"

Negative story topics:

- Drugs
- Murder
- Prostitution
- Shooting
- Hit & Runs
- Chemicals in water
- Armed robberies



Rebranding a Community

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Pricing Options

Retainer Option 1:

$3,500 (with a minimum 6-month commitment). This model provides great value and lasting partnerships. This is based on an estimated average of 30 hours per month of agency work.

Included in this option are the following: Discovery/SWOT Analysis, Message Development, Creative, PR Plan, News Release Development and Media Placement Program.

Once the 35 hours per month threshold has been passed, the client will be charged a flat rate of $150/hour.

Advertising, printing and other third-party costs will be placed by Focus Media and are subject to a 15% commission. Large-scale projects such as web design, or video production are considered out-of-scope, and a separate proposal will be provided.

Retainer Option 2:

$5,000 (with a minimum 6-month commitment). This model provides great value and lasting partnerships. This is based on an estimated average of 40 hours per month of agency work.

Included in this option are all of the services listed in Option 1, as well as social media strategy and day-to-day social media management.

Once the 45 hours per month threshold has been passed, the client will be charged a flat rate of $150/hour.

Advertising, printing and other third-party costs will be placed by Focus Media and are subject to a 15% commission. Large-scale projects such as web design, or video production are considered out-of-scope, and a separate proposal will be provided.

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Retainer Option 3:

$7,500 (with a minimum 6-month commitment). This model provides great value and lasting partnerships. This is based on an estimated average of 60 hours per month of agency work.

Included in this option are all of the services listed in Option 1 and 2, as well as 24/7 crisis communications support, community engagement and event support.

Once the 65 hours per month threshold has been passed, the client will be charged a flat rate of $150/hour.

Advertising, printing and other third-party costs will be placed by Focus Media and are subject to a 15% commission. Large-scale projects such as web design, or video production are considered out-of-scope, and a separate proposal will be provided.

focusmedia

THANK YOU FOR THIS OPPORTUNITY.

focusmedia

www.focusmediausa.com

RESOLUTION NO.: __________-2019

OF

MARCH 11, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S ANNUAL MEMORIAL DAY AND FOURTH OF JULY OBSERVANCES, BLACK HISTORY PARADE, NATIONAL NIGHT OUT, THE ANNUAL INTERNATIONAL FESTIVAL, AND THE BACK TO SCHOOL, HALLOWEEN AND CHRISTMAS EVENTS FOR 2019

WHEREAS, the City of Newburgh annually holds Memorial Day and Fourth of July Observances, Black History Parade, National Night Out, the Annual International Festival over the Labor Day holiday, and the Back to School, Halloween and Christmas Events; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these 2019 events; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's annual Memorial Day and Fourth of July Observances, Black History Parade, National Night Out, the Annual International Festival and the Back to School, Halloween and Christmas Events for 2019.

RESOLUTION NO.: ____________ - 2019

OF

MARCH 11, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES TO PROVIDE PERFORMING ARTS AND RELATED SERVICES IN CONNECTION WITH THE CITY OF NEWBURGH'S ANNUAL MEMORIAL DAY AND FOURTH OF JULY OBSERVANCES, BLACK HISTORY PARADE, NATIONAL NIGHT OUT, THE ANNUAL INTERNATIONAL FESTIVAL AND THE BACK TO SCHOOL, HALLOWEEN AND CHRISTMAS EVENTS FOR 2019

WHEREAS, the City of Newburgh annually holds Memorial Day and Fourth of July Observances, Black History Parade, National Night Out, the Annual International Festival over the Labor Day holiday, and the Back to School, Halloween and Christmas Events; and

WHEREAS, it is appropriate and necessary to authorize the Interim City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, there is funding available in Trust and Agency Accounts for those events and in the 2019 City budget; and

WHEREAS, such agreements shall not exceed the funds in the Trust and Agency Accounts and the 2019 Budget; and

WHEREAS, this Council has determined that entering into agreements in connection with these annual events is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the Interim City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the Memorial Day and Fourth of July Observances, Black History Parade, National Night Out, the Annual International Festival, and the Back to School, Halloween and Christmas Events for 2019, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2019 Budget.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this ______ day of __________, 2019, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and ___________________________________, a firm with principal offices at ___________________________________, hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning __________________, 2019, and ending __________________, 2019.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY an itemized invoice for SERVICES rendered during the event as otherwise set forth in Schedule A, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this

Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, and to the extent practicable and if required by law, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

Type of Coverage	Limit of Coverage
Worker's Compensation	Statutory
Employer's liability or similar insurance	$1,000,000 each occurrence
Automobile liability	$1,000,000 aggregate
Bodily Injury	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Comprehensive General Liability, including	$1,000,000 aggregate
Broad form contractual Liability, bodily injury and property damage	$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	$1,000,000 aggregate $2,000,000 **each claim**

If available, VENDOR shall attach to this Agreement applicable certificates of insurance evidencing VENDOR'S compliance with these requirements.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH	VENDOR
BY: ___________________________	BY: ___________________________
Michael G. Ciaravino	NAME:
City Manager	TITLE:
Per Resolution No. -2019	
DATE: ___________________________	DATE: ___________________________

SCHEDULE A

SCOPE OF SERVICES AND FEES AND EXPENSES

RESOLUTION NO.: __________ - 2019

OF

MARCH 11, 2019

RESOLUTION AMENDING RESOLUTION NO: 364-2018, THE 2019 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $301,100.42 FROM WATER FUND APPROPRIATED FUND BALANCE TO WATER DISTRIBUTION – OTHER SERVICES TO FUND A WATER MAIN REPAIR AT MASTERSON'S LAKE

WHEREAS, an amendment to the 2019 Budget is necessary to fund expenses related to the repair of a water main underneath Masterson's Lake; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 364-2018, the 2019 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
F.0000.0599.1000	Appropriated Fund Balance	$301,100.42	
F.8330.0448	Water Distribution Other Services		$301,100.42
TOTAL:		$301,100.42	$301,100.42

TAM ENTERPRISES, INC.
WATER & WASTEWATER SPECIALISTS

114 Hartley Road
Goshen, NY 10924
Phone: (845)-294-8882
Fax: (845)-294-8883

Invoice

Date	Invoice #
11/14/2018	52482

Bill To

City of Newburgh
Accts Payable
83 Broadway, 4th Floor
Newburgh, NY 12550

Being pd out of Contigency

P.O. No.

Terms Net 30

1

Way R. V

APPROVED BY WAYNE VRADENBURGH
ON BEHALF OF WATER DEPARTMENT

Qty	Description	Rate	Amount
	Date of Service: 09/30/18- 11/04/18		
	- Repair of 24" broken water main. - Backfill sink hole @ Central Hudson - Paving. - De-mobilize contaminated dirt off site. - De-mobilize site. - Begin restoration of pond.		
	Labor:	98,472.04	98,472.04
	Material:	89,621.44	89,621.44
	Equipment:	72,696.94	72,696.94
	Sub Contract:	1,987.12	1,987.12
	G&A:	13,138.88	13,138.88

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts. Accounts are considered overdue on the 31st day past the invoice date. You will also be liable for all legal and collection fees.

Total	$275,916.42
Payments/Credit	$0.00
Balance Due	$275,916.42

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
Excavation Services • Emergency Sewer By-pass Pumping • Emergency Utility Services

TAM ENTERPRISES, INC.
WATER & WASTEWATER SPECIALISTS

114 Hartley Road
Goshen, NY 10924

Phone: (845)-294-8882
Fax: (845)-294-8883

Invoice

Bill To

City of Newburgh
Accts Payable
83 Broadway, 4th Floor
Newburgh, NY 12550

contingency fund.. — money needs to be moved; will be advised 1/15

1

Date	Invoice #
10/22/2018	52207

P.O. No.

Terms Net 30

APPROVED BY WAYNE VRADENBURGH
ON BEHALF OF WATER DEPARTMENT

Qty	Description	Rate	Amount
	Date of Service: 10/05/18		
	Grouting the Dam:		
	Labor:	3,927.63	3,927.63
	Supervisor:	1,200.00	1,200.00
	Material:	6,210.00	6,210.00
	Equipment:	1,364.28	1,364.28
	Sub Contract:	11,340.00	11,340.00
	G&A:	1,142.09	1,142.09

RECEIVED
NOV 15 2018

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts.
Accounts are considered overdue on the 31st day past the invoice date.
You will also be liable for all legal and collection fees.

Total	$25,184.00
Payments/Credit	$0.00
Balance Due	$25,184.00

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
Excavation Services • Emergency Sewer By-pass Pumping • Emergency Utility Services

ORDINANCE NO.: __________ - 2019

OF

MARCH 11, 2019

AN ORDINANCE AMENDING SECTION 288-77 OF THE CODE OF ORDINANCES
TO ESTABLISH 30-MINUTE PARKING ZONES
AT 117 AND 119 LIBERTY STREET AND 92 WASHINGTON STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York, that Section 288-77, Schedule XIX, be and is hereby amended as follows:

Section 1. Section 288-77. Schedule XIX: Time Limit Parking, be and it hereby is amended by the addition of the following location:

Name of Street	Side	Time Limit: Hours/Days	Location
Liberty Street	West	30 min 10:00 a.m. to 7:00 p.m./ Monday through Saturday	From a point 29 feet south of the southwest perpendicular curb intersection of Ann Street and Liberty Street, encompassing one (1) delineated parking spaces and terminating at a point 51 feet to the south along the west side of Liberty Street
Liberty Street	East	30 min 10:00 a.m. to 7:00 p.m./ Monday through Saturday	From a point 14 feet north of the northeast perpendicular curb intersection of Washington Street and Liberty Street, encompassing one (1) delineated parking spaces and terminating at a point 36 feet to the south along the east side of Liberty Street

Section 2. This Ordinance shall take effect immediately.

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

LETTER OF SUPPORT

TO: Gabe Berlin - Chair, Parking & Traffic Advisory Committee
FROM: Philippe Pierre & Mike Kelly
RE: Proposed 15 Minute parking on Liberty Street

January 15, 2019

We are writing as owners of businesses located in the Liberty Street corridor to request a 15-minute parking zone. We are asking for one parking space to be located on the West side of Liberty Street, in front of 117 Liberty Street, to be made a "15-minute parking zone from 10 AM to 8PM" and an other in front of 116 Liberty Street just north of the cut curb for the driveway for that property.

Customers have expressed difficulty finding parking on Liberty Street to conduct their convenience shopping: short transactions to purchase goods such as bread, wine, make new keys, or pick to-go orders.

Customers have also expressed reluctance to park on the side streets due to a perceived lack of safety and poor lighting conditions at night on adjacent streets (Ann Street and Washington Street).

We sincerely hope you will take our proposal under consideration as expeditiously as possible.

Best regards,

	Michael Kelly
Philippe Pierre	Mike Kelly
Palate Wines and Spirits &	Newburgh Flour Shop &
Ms. Fairfax	Liberty Street Bistro

RESOLUTION NO.: _______- 2019

OF

MARCH 11, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 46 LUTHERAN STREET (SECTION 29, BLOCK 4, LOT 34) AT PRIVATE SALE TO JULIAN MANN FOR THE AMOUNT OF $70,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 46 Lutheran Street, being more accurately described as Section 29, Block 4, Lot 34 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager/Interim 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 June 14, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
46 Lutheran Street	29 – 4 – 34	Julian Mann	$70,000.00

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

Terms and Conditions Sale
46 Lutheran Street, City of Newburgh
(SBL: 29-4-34)

STANDARD TERMS:

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

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

its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$5,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: ___________________________

____

(Purchaser Name)

Proposal Form

Contact Information:

Name: Julian Mann
Business Name (If Applicable): ______
Address: 144 Bruckner Blvd, #4C
City, State & Zip: Bronx, NY, 10454
Home phone: ______
Business Phone: ______
Mobile Phone: 646-897-5124
E-mail: JuliantMann@Gmail.com
Federal I.D. No. (If Applicable): ______

Property Ownership Information:

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

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

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

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

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

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

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

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: 46 LUTHERAN STREET, NEWBURGH, NY, 12550

S-B-L#: 29-4-34

Type of Project:

____ Single Family (includes a condominium unit)

X Multi-Family (# of Units 2)

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

For the property types listed above, will it be occupied by the purchaser: Yes X No____

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: ____________________)

Offer Purchase Price: $ 70,000.
(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: **$** *$57,000*

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: YOVANI ORTEGA OF FLORES CONSTRUCTION.
Architect: ____________________
Engineer: ____________________
PLUMBER: JOHN WOOD OF NEWBURGH PLUMBING.

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

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

What You Should Attach:

- 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 2/13/19

JULIAN MANN
Print Name

Submit Application to:

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

Julian Mann
144 Bruckner BLVD
Bronx, NY 10454
Mobile (646) 897-5124
Email juliantmann@gmail.com

Wednesday, February 13, 2019

Dear River Realty and The City of Newburgh,

My name is Julian Mann and I'm writing to you because I am looking to purchase my first home at 46 Lutheran Street. My search began in the fall of 2019 and since that time, I have come to understand and know a great community that is the City of Newburgh.

I currently live and work in the South Bronx. Specifically, the areas of Mott Haven, Port Morris and Morrisania. I manage more than 1 million square feet of commercial property as well as 21 units of residential. Over the past 5 years I have witnessed a neighborhood that has transformed from being one of the most economically depressed areas to one with a bourgeoning future. I see an abundance of evidence that shows that the City of Newburgh is going to go through the same change in the years ahead.

I have walked several properties in the city of Newburgh, and I believe that the townhouse at 46 Lutheran Street is the right fit for me. William Barham of River Realty has gone above and beyond as an agent. He's allowed me to walk the property a few times ensuring that this is indeed the right fit... Some visits allowed me to bring along mentors in order that they may see the potential that I believe lies in the property while other visits allowed local contractors to verify the same potential.

The property at 46 Lutheran Street will need a number of repairs, but nothing to the extent that it is called to be a full gut rehab. With that said, I am fully prepared to move immediately on the work that it requires. First in financing the full asking price in cash. And secondly having the funds behind me to finance the work that it needs in a timely and efficient manner. In order to do so, I have enlisted some of Newburgh's finest tradesmen. After extensive research and continuing testimonials, I am confident that John Wood of Newburgh plumbing is the best fit for the project. Along side Mr. Wood, I am enlisting the help of Yovani Ortega of Flores Construction to spearhead the rest of the renovation. I've personally walked his other projects and I'm thoroughly impressed by his craftsmanship, communication and attention to detail.

I understand that Newburgh is hot for investment, and rightfully so. What I am most excited about is the fact that I have the chance to own my first home in the City of Newburgh right along side all the coming revitalization. I hope this letter gives true insight as to my intention and excitement with the property at 46 Lutheran Street. I look forward to hearing favorably from you all soon.

Regards,

Julian Mann

River|Realty Services, Inc.

PURCHASE AGREEMENT

Date: 2/13/19

I (We) JULIAN MANN propose to purchase 46 LUTHERAN ST owned by THE CITY OF NEWBURGH. NEWBURGH, NY 12550

Terms of the offer as follows:

Purchase Price:	$70,000.
Seller Concession (if applicable)	
Amount due on contract signing:	5,000
Mortgage Down Payment (LTV N/A %):	N/A
Amount due at closing:	65,000
Contracts to be signed on or about:	TBD

Closing to be (TBD on or about) or (______ on or before): ______

Personal Property included in sale: AS PER MLS

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

The sale is contingent upon purchaser securing a N/A mortgage commitment in the amount of N/A.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with River Realty is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of 2.5% by the seller on or before closing.

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

JULIAN MANN Purchaser	Seller
[signature] Purchaser	Seller
144 BRUCKNER BLVD #4C BRONX, NY 10454 Purchaser Address	Seller Address
646-897-5124 Purchaser Phone	Seller Phone
Purchaser Attorney	Seller Attorney
/ Purchaser Attorney Phone / E-mail	/ Seller Attorney Phone / E-mail:
Agent Name: WILLIAM BARHAM of River Realty Services, Inc.	Listing Agent: ____ of ____
Phone: 6462287794 Fax:	Phone: ____ Fax: ____
Email: WBARHAM@RIVERREALTY.COM	Email:

Cross Property Agent Full w Tabs

Listing

MLS#:	4902025 *Active*	List Price:	$69,900
Addr:	46 Lutheran Street		
PO:	Newburgh	County:	Orange County
City/Town:	Newburgh City	Zip:	12550-4843
Village:	None	Hamlet/Loc.:	

P Type:	Multi-Family 2-4	Sub Type:	Attached
Sub/Devel:		55+ Comm:	No
Lot Size:	0.0574 SqFt: 2,432	Wtr Access:	
Style:	Other/See Remarks	Beds/Baths:	0/0

#1 BR: #2 BR: #3 BR: #4 BR: #Vac: #Units: 2

Sch Dist:	Newburgh	Elem:	Magnet
Jr High:	Magnet	High:	NFA

Recent: **01/15/2019 : New Listing**

Type of Unit:	Duplex	Yr Blt:	1890	Yr Reno:	
Basement:	Full	Attic:	None		
Siding Desc:	Brick	Cnstrction:	Frame		

Tax ID#:	331100.029.000-0004-034.000/0000	Tax:	$3,571	Tax Year:	2019(Municipality)
Addl Fees:	No	Assmt:	$70,600		
Avail Financing:		Tenant Pay:			

Heat Units:		Trash Exp:		Wtr Exp:		Net Op Inc:	
# Elec Mtrs:	2	Fuel Exp:		Maint Exp:		Grs Op Inc:	
# Gas Mtrs:	2	Ins Exp:		Other Exp:		Cap Rate:	
				Total Exp:			

Amenities:			
Park Num/Desc:	/Street Parking	Elec Co:	
Heat Zones/Type:	Hot Water, Steam	Fuel:	Natural Gas
A/C:	None	Water:	Municipal
Garbage:	Public	Sewer:	Municipal
Bldg Features:			
Lot Description:			

Public Remarks

Legal brick two family home. Walking distance to shops and restaurants. Join in Newburgh's renaissance! City of Newburgh owned property. 30 day FIRST LOOK policy. During this time, house is only available to owner occupants and second home buyers. All offers subject to final approval by City Council. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr:	Buyer and agent must sign Release of Liability form before accessing property.
Access for Show:	Broker
Directions:	North on Fullerton Avenue, right onto 1st Street, right onto Lutheran Street.

Appt Ph:		Appt Ph 2:		DOM:	
Owner:	City of Newburgh	REO:	No	Org Price:	$69,900
LA:	(37432) Lee A Raphael	LA Ph:	(845) 564-2800	Mod/Excl:	NONE
LA Email:	lraphael@riverrealty.com			List Dt:	01/15/2019
LO:	(RIVMNG) River Realty Services, Inc.	LO Ph:	(845) 564-2800	Expire Dt:	07/15/2019
CLA:		CLA Ph:		Agr Type:	ERS
CLA Email:				Nego Thru:	Listing Agent
CLO:		CLO Ph:		$/SqFt:	$28.74
SA:	0% BA: 2.5%	BRA:	0%	TOM Dt:	
				OM Date:	

Prepared By: Donna Challacombe

Date Printed: 01/15/2019

46 Lutheran Street Newburgh, NY 12550
Scope of Work

Plumbing **$20,000.00**
Contractor: John Wood of Newburgh Plumbing
Scope of work:

- Replace and install %100 of plumbing to 2 units. Each containing 1 kitchen and 1 bath.
- Also included is plumbing to existing cast iron heaters. Baseboard heating will NOT be added to save on costs.
- PEX and PVC to be used as code allows.

Electric **$10,000.00**
Contractor: Licensed electrician TBD by Yovani Ortega of Flores Construction. (General Contractor)
Scope of work:

- Update main service.
- Update existing sub panels and wiring for 2 units. (Kitchen and bath, 2 beds, 1 living, and 1 dining and hallways)

Demolition: **$3000.00**
Scope of work:

- NOT A FULL DEMO!!!
- Will remove existing bath and kitchen walls, and tiles down to studs.
- Remove carpets on 2 levels.
- Remove existing doors, trims and baseboards.
- Remove existing appliances.
- Remove backyard rubbish

Windows and Doors: **$2000.00**
Scope of work:

- Replace windows as needed. Many existing windows are in good condition and can be refurbished.
- Replace doors and trims as needed. Each level requires 5 doors. 1 entry, 1 rear deck, 1 bathroom, and 1 for each bedroom. (2 bedrooms over 2 levels.)
- Main and foyer entry doors are in good or repairable condition. Expected to update locks and hardware.

Kitchens (2 units) **$6000.00**
Scope of work:

- Repair and replace drywall as needed
- Install and furnish lower base cabinets
- Install and furnish open shelving (I have done this remodel in several of my units that I manage, I believe this to be more modern, cost effective and aesthetically pleasing with an open layout look to the kitchen.)
- Tile backsplash area with simple white 3x6 subway tiles and white grout.

Bath (2 units) **$4000.00**
Scope of work:

- Repair and replace gutted bathroom with cement board where needed and drywall where needed
- NO TUB. Will install and furnish shower areas with stand-up shower basin.
- Install and furnish a simple vanity, sink and toilet.
- Tile floor throughout bathroom.

Living areas (2 unit of 2 bedrooms each, 2 living rooms, and 2 dining rooms.)
Scope of work:

- Repair and patch areas where upgraded electrical has been installed.
- Repair or refinish entryways, trims and moldings.
- Sand and refinish reusable moldings.
- Drywall, sand, refinish, or skim coat ceilings as needed.

Paint **$3000.00**
Scope of work:

- Paint entire interior white with Killz primer and paint.

Flooring **$2000.00**
Scope of work:

- Carpets currently cover a significant amount of area in both units..
- Will sand the current wood flooring throughout.
- Will patch as needed.

Appliances **$2000.00**
Scope of work:

- 2 Stoves
- 2 Refrigerators
- 2 exhaust hoods

Exterior **$3000.00**
Scope of work:

- Repoint exterior brick where needed
- Rebuild the front entryway stairs and railings
- Refurbish rear deck as needed.

Security **$2000.00**
Scope of work:

- Install a 16 channel 4k video monitoring system with audio for both the front and rear of property. (I would share access with Newburgh PD.)
- Ring video doorbell for deliveries and access.
- Windows and doors alarm system
- Motion activated lights

TOTAL: $57,000.00

Bank of America
PO BOX 25118
TAMPA, FL 33622-5118

[redacted]

JULIAN T MANN
788 FOX ST APT 2G
BRONX NY 10455-2056

Case Number
Date
February 12, 2019
Account information
bankofamerica.com

To: JULIAN T MANN

As you requested, the below information verifies the status of your deposit account(s) with us:

Type of account	Account ending	Current balance	Average balance	Date opened
Checking	4395	$90,216.69	$283.67	12/9/08

What you need to know

If available, information regarding the average balance on accounts is based on the previous three months. Information is not available on time deposit accounts, such as CDs.

Thank you for allowing us to meet your financial needs.

CRLN12

KAREN STEVENSON
830 Alvarado Road, Berkeley CA 94705

February 13, 2019

Attention: City of Newburgh, NY and Mr. William Barham, River Realty Services

I am submitting this letter in support of the application of my nephew Julian T. Mann to purchase the property located at 46 Lutheran Street, Newburgh, NY 12550 (the "Property").

Please be advised that I am prepared to lend Mr. Mann up to $60,000 on commercially reasonable terms for the purpose of renovating the Property within 18 months from the purchase closing date. Attached is a statement of funds held by me in my Vanguard Annuity account, as of December 31, 2018, the most recent date for which a statement is available.

Please contact me at 510.708.5946 if you require additional information. Thank you.

Sincerely,

Karen Stevenson

Attachment: Vanguard Annuity Account Statement

Vanguard®

Vanguard Variable Annuity

KAREN STEVENSON

[redacted]

Vanguard Annuity & Insurance Services

Annuity & Insurance Services: 800-462-2391

20190102 142232 RSBJMW16 206A 0000000002423339 L

Account overview

$400,248.36

Total value of all accounts as of December 31, 2018

The contract is a deferred variable annuity issued by Transamerica Premier Life Insurance Co.

Variable annuity summary

Purchases	$0.00
Withdrawals	-275,000.00

Current asset mix

Stocks	0.0%
Bonds	81.7%
Short-term investments	18.3%
Total value	**100.0%**

Cost basis

Pre-TEFRA cost basis	$0.00
Post-TEFRA cost basis	250,000.00
Total cost basis	**$250,000.00**

Variable annuity portfolios

Summary of contract value [redacted] ...

Name	As of 12/31/2017 Units	Unit value	Value	As of 12/31/2018 Units	Unit value	Value
Money Market	75,993.8413	$1.914035	$145,454.87	37,565.2974	$1.946425	$73,118.03
ST Invest-Grade	0.0000	0.000000	0.00	1,557.7482	19.443410	30,287.94
Tot Bond Mkt Ix	10,283.9710	38.845701	399,488.06	7,672.8754	38.687242	296,842.39
Equity Index	226.3202	108.716265	24,604.69	0.0000	0.000000	0.00
Mid-Cap Index	351.0643	60.840066	21,358.78	0.0000	0.000000	0.00
Small Co Growth	333.0768	88.975265	29,635.60	0.0000	0.000000	0.00
Real Est Idx	307.5703	61.504514	18,916.96	0.0000	0.000000	0.00
International	715.6295	53.046486	37,961.63	0.0000	0.000000	0.00
Total value			**$677,420.59**			**$400,248.36**

Property Proposal Summary

Location:	**46 Lutheran Street (on the south side between Van Ness Street and First Street)**
Tax Map Number:	29-4-34
Property Class:	220 – 2-Family Residence
Zoning:	RM— Residential Medium Density**;** EEHD—East End Historic District
Description:	2-story, 2-family, brick building. Year built: 1890; 2464sf; lot size—25 x 100.
Condition:	Fair
Assessed Value:	$ 73,200
Estimated Annual Taxes:	$ 3,660+/-
Selling Price:	$ 69,900

The city acquired this property: August 2018

<u>Offer Information</u>:

Name:	Julian Mann
Offer Price:	**$ 70,000**
Construction Estimate:	$ 57,000 +/-
Proof of Financing:	Bank of America and a loan from his aunt, Karen Stevenson, from her Vanguard account.

Comments: The purchaser currently lives and works in the South Bronx of New York City. He plans to reside at 46 Lutheran Street—once it has been renovated—and commute to the Bronx. He is a first-time homeowner.

The property is in fair condition. It needs work, but not as extensively as many other City-owned properties. Mr. Mann has enlisted estimates from a local contractor and licensed plumber. He has the cash to purchase the property outright, and he is getting financial assistance from a relative for the renovation work. He strongly believes in the future of Newburgh and longs to be a part of the "Newburgh Renaissance".


Interior Photos




RESOLUTION NO.: _______- 2019

OF

MARCH 11, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 287 THIRD STREET (SECTION 22, BLOCK 1, LOT 3) AT PRIVATE SALE TO ARLEEN PEREZ FOR THE AMOUNT OF $72,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 287 Third Street, being more accurately described as Section 22, Block 1, Lot 3 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager/Interim 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 June 14, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
287 Third Street	22 – 1 – 3	Arleen Perez	$72,000.00

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

Terms and Conditions Sale
287 Liberty Street, City of Newburgh
(SBL: 22-1-3)

STANDARD TERMS:

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

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

its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$10,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: ___________________________

____

(Purchaser Name)

Proposal Form

Contact Information:

Name: Arleen Perez
Business Name (If Applicable): ____________________
Address: 53-44 64th Street
City, State & Zip: Maspeth NY 1378
Home phone: 718-689-0733
Business Phone: 718-689-0733
Mobile Phone: 718-689-0733
E-mail: ArleenNewYork1@aol.com
Federal I.D. No. (If Applicable): ____________________

Property Ownership Information:

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

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

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

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

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

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes_____ (attach explanation) No 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: 287 Third Street Newburgh NY

S-B-L#: 22-1-3

Type of Project:

_X_ Single Family (includes a condominium unit)

____ Multi-Family (# of Units___)

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

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

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: ________________)

Offer Purchase Price: $ 72,000

(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: **$** 105,600

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: ________________
Architect: ________________
Engineer: ________________

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

	Property/Project No. 1	Property/Project No. 2
Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	287 Third Street Newburgh NY 12550	
Role (i.e. owner, partner, general contractor, architect, investor.)	owner	
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	existing building requiring substantial rehabilitation	
Property Type: (i.e. single-family, multi-family rental or commercial.)	single	
Number of Buildings in Project	1	
Total Number of Residential Units in Project/Building	1-2	
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	90,000 -108,900	
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)		
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

Finances:

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

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

What You Should Attach:

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

Business Relationship:

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

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

DocuSigned by:
Arleen Perez
D1FD4894032D461...

Signature ______________________ Date ______

Arleen Perez

Print Name 2/20/2019

Submit Application to:

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

Better Homes and Gardens REAL ESTATE | RAND REALTY

Purchase Agreement

THIS IS A CONTRACT. THIS IS LEGALLY BINDING.

MLS

OFFICE LOCATION: New Windsor819 STREET ADDRESS 819 Little Britain Road

TOWN NAME: New Windsor STATE: NY ZIP: 12553

PHONE: 845-492-1646 FAX: 845-562-0050

Date: 02/16/2019

PURCHASERS NAME: Arleen Perez

ADDRESS: Maspeth, NY

TELEPHONE NO.:

desires to purchase and

SELLERS NAME: City of Newburgh

ADDRESS: Newburgh, NY 12550

TELEPHONE NO.:

intends to sell the real property known as

PROPERTY ADDRESS 287 3rd Street, Newburgh , NY 12550

upon the following terms and conditions:

1. TOTAL PRICE: $72,000 ~~$ 79,900.00~~ payable as follows:

A.$ $10,000.00 down payment by cash, bank check or personal check upon the signing of a formal contract of sale, based upon the terms of this preliminary agreement, delivered to the seller or seller's attorney on or about ________ or upon submission of the Contract of Sale via hand delivery or mail

B.$ 0 by the purchasers to obtain in a mortgage.

C.$ ~~$69,900.00~~ $62,000 by cash, certified or bank check, upon closing of title.

2. ADJUSTMENTS: All adjustments if any, shall be made in accordance with local bar association customs.

3. PERSONAL PROPERTY: All fixtures and articles of property attached or appurtenant to or used in connection with said premises are included in the sale as specified in the MLS listing # 4906412 for the premises, unless otherwise specified.

This is a Cash purchase offer.

4. CLOSING OF TITLE: Closing of title to take place on or about 04/15/2019

5. BROKER: By their signatures below, the parties agree that Better Homes and Gardens® Real Estate Rand Realty is the real estate broker that has brought about this meeting of the minds on essential terms of this Purchase Agreement, and the sellers agree to pay the brokerage commission thereby earned by cash, certified, or bank check.

6. LEAD DISCLOSURE: The seller of any interest in residential in real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards may be done prior to purchase and within 10 days of acceptance of this offer.

7. PRESENTATION: ☐ This offer is to be presented personally by the Buyer's Agent from Rand Realty to the Seller.

8. CONTINGENCIES: This Agreement is contingent upon the following:

☑ **a. Attorney Approval**
This Agreement is contingent upon Purchaser and Seller obtaining approval of this Agreement by their respective attorneys as to all matters contained herein.

☐ **b. Inspection**
This Agreement is contingent on a satisfactory engineering and termite inspection of the property.

☐ **c. Mortgage Contingency**
This Agreement and the formal contract will be subject to and conditioned upon the ability of the purchasers to secure a firm mortgage commitment in the amount indicated in Paragraph 1.B. for a period of 30 years, at the prevailing rate of interest, said commitment to be secured within 30 days of the contract date purchasers agree to execute all forms and pay all fees that may be required by the lending institution and to otherwise make a good faith application for said mortgage commitment.

9. NOTES:
The seller and buyer acknowledge that Better Homes and Gardens® Real Estate Rand Realty has provided written disclosure on seller, buyer and disclosed dual agency and that we understand that in this transaction, seller☐ buyer☑ dual☐ agency has been established (check applicable box).

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

Arleen Perez — dotloop verified 02/16/19 7:26 PM EST YJIM-UEJ5-VYXW-CBFO	
Purchaser	
Purchaser	*Seller*
Renee Vega — dotloop verified 02/16/19 6:54 PM EST AONE-EIDL-QOGI-B0YA	
Buyer's Agent	*Seller's Agent*

BUYER ATTORNEY: Gisele Rosado *SELLER ATTORNEY:*

ADDRESS: *ADDRESS:*

PHONE: *FAX:* *PHONE:* *FAX:*

(Pur.Agr.Rockland.)

Cross Property Agent Full w Tabs

Listing

MLS#:	4906412 *Active*	List Price:	$74,900
Addr:	287 3rd Street		
PO:	Newburgh	Orange County	
City/Town:	Newburgh City	Zip:	12550-4417
Village:	None	Hamlet/Loc.:	
Street Type:		Avail 4/Lease:	No
P Type:	Single Family	Type:	Detached
Sub/Devel:		55+ Comm:	No
Beds:	5 SqFt: 1,408	Acre(s):	0.1641
Baths:	1 (1 0) Rooms: 9	Levels:	
Style:	Two Story	Model:	
Wtr Access:	PUD:	Builders Lot #:	
Sch Dist:	Newburgh	Elem:	Magnet
Jr High:	Magnet	High:	NFA

Recent:	02/13/2019 : New Listing				
Basement:	Full	Attic:	Scuttle	Fireplaces:	
Addl Fees:	No	Yr Blt:	1900	Yr Reno:	
Addl Fee Des:		Cnstrctn:	Frame		
Tax ID#:	331100.022.000-0001-003.000/0000	Tax:	$4,004	Tax Year:	2019(Municipality)
Taxes Include:		Assmt:	$80,700	Monthly HOA:	
Avail Financing:		HOA$ Inc:			

Amenities:			
Includes:			
Excludes:			
Parking:	Street Parking	Elec Co:	
Heat Zones/Type:	Hot Water, Steam	Fuel:	Oil Above Ground
A/C:	None	Water:	Municipal
Hot Water:	Fuel Oil Stand Alone	Sewer:	Municipal
Garbage:	Public	Siding:	Brick
Lot Description:			

Public Remarks

Spacious two-story brick home - walking distance to shops and restaurants. Join in Newburgh's renaissance! City of Newburgh owned property. 30 day FIRST LOOK policy. During this time, house is only available to owner occupants and second home buyers. All offers subject to final approval by City Council. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. E-Mail signed form to Showings@Riverrealty.com OR fax to 845-564-0700. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr:	Buyer and agent must sign Release of Liability form before accessing property.
Access for Show:	Broker
Directions:	Route 9W North to right on Third Street.

Appt Ph:		Appt Ph 2:		DOM:	
Owner:	City Of Newburgh	REO:	No	Org Price:	$74,900
LA:	(37432) Lee A Raphael	LA Ph:	(845) 564-2800	Mod/Excl:	NONE
LA Email:	lraphael@riverrealty.com			List Dt:	02/13/2019
LO:	(RIVMNG) River Realty Services, Inc.	LO Ph:	(845) 564-2800	Expire Dt:	08/12/2019
CLA:		CLA Ph:		Agr Type:	ERS
CLA Email:				Neg Thru:	Listing Agent
CLO:		CLO Ph:		$/SqFt:	$53.20
SA:	0% BA: 2.5%	BRA:	0%	TOM Dt:	
				OM Date:	

Prepared By: Donna Challacombe

Date Printed: 02/13/2019

Property Address:	287 Third Street Newburgh NY 12550			
Buyer Name:	Arleen Perez			
REPAIR COST ESTIMATE AND SCHEDULE				
EXTERIOR	**ESTIMATED START DATE (I.E., NOVEMBER 2018)**	**ESTIMATED MATERIAL COST (Number of items x cost)**	**ESTIMATED LABOR COST**	**TOTAL COST (MATERIALS + LABOR)**
ROOF	08/01/2019	11000.00		11,000.00
GUTTERS/DOWNSPOUTS		2000.00		2,000.00
WINDOWS		500.00		500.00
DOORS				0.00
SIDING/TRIM/EXTERIOR PAINTING		2000.00		2,000.00
FOUNDATION				0.00
STEPS, PORCHES, DECKS				0.00
LANDSCAPING				0.00
OTHER:				0.00
EXTERIOR REPAIR SUBTOTAL		15,500.00	0.00	15,500.00
INTERIOR	**ESTIMATED START DATE (I.E., NOVEMBER 2018)**	**ESTIMATED MATERIAL COST (Number of items x cost)**	**ESTIMATED LABOR COST**	**TOTAL COST (MATERIALS + LABOR)**
CLEAN-OUT, INTERIOR DEMOLITION		10000.00		10,000.00
REMEDIATION - LEAD AND/OR ASBESTOS				0.00
HEATING SYSTEM (FURNACES)		1000.00		1,000.00
HOT WATER HEATERS		2500.00		2,500.00
PLUMBING		11000.00		11,000.00
ELECTRIC		17000.00		17,000.00
BATH(S)		7000.00		7,000.00
KITCHEN(S)		10000		10,000.00
INSULATION/DRYWALL		5000		5,000.00
INTERIOR DOORS		2000		2,000.00
TRIM/INTERIOR PAINTING		5000		5,000.00
FLOORING		10000		10,000.00
OTHER:				0.00
INTERIOR REPAIR SUBTOTAL		80,500.00	0.00	80,500.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)			0.10	9,600.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY				105,600.00

New York City Deferred Compensation
Plan/NYCE IRA
Bowling Green Station
P.O. Box 93
New York, NY 10274-0093

The City of New York

NEW YORK CITY DEFERRED COMPENSATION PLAN/NYCE IRA

ARLEEN C PEREZ
334 E 108TH ST
APT 20E
NEW YORK NY 10029-4280

Statement Period: 10/01/2018 - 12/31/2018
Participant ID: [redacted]
Police Department

What is my account balance?

$292,950.92

As of 12/31/2018

Where can I go for help?

Website: nyc.gov/deferredcomp
Phone: 1-212-306-7760
Mail: New York City Deferred Compensation
Plan/NYCE IRA
Bowling Green Station
P.O. Box 93
New York, NY 10274-0093

What might my monthly income be at retirement?

Your current account converted to income at retirement may be: **$1,869.38** / month (after tax)

This figure, referred to on this statement as "Income at Retirement," is a hypothetical illustration that may help you evaluate your retirement readiness. It is not a guarantee of future income or a projection of the future value of your account. It does not represent the performance of any particular investment options. Your Income at Retirement is calculated based on the current balance of this account using limited factors and assumptions. For information on these factors and assumptions, please see "An Important Message about your Income at Retirement" later in this statement.

To see a more extensive, personalized retirement income projection which may include additional assets and income sources outside of your employer retirement plan, access your **Retirement Income Control Panel** online at nyc.gov/deferredcomp.

How has my account changed?

	[redacted] 457 Plan
Balance as of September 30, 2018	**$344,146.01**
Change in Value	-51,195.09
Balance as of December 31, 2018	**$292,950.92**

191S00095915289S0100

J.P.Morgan

Statement Period

January 01 - January 31, 2019

Account Number

[redacted]

Investment Statement

65001 BDS 001 021 03119 - YNNNNNNNNNNN

ARLEEN C PEREZ IRA
JPMS LLC CUST.
5344 64TH ST
MASPETH NY 11378-1636

Account Value

Account Description	Previous Period	This Period
Retirement Managed	132,956.86	139,444.30
ACCOUNT VALUE	**$132,956.86**	**$139,444.30**

See page 3 for footnotes and more detail.

Questions?

For Full Service Accounts, Call Private Client Advisor

(718) 784 5488 Christopher Robert Benchik

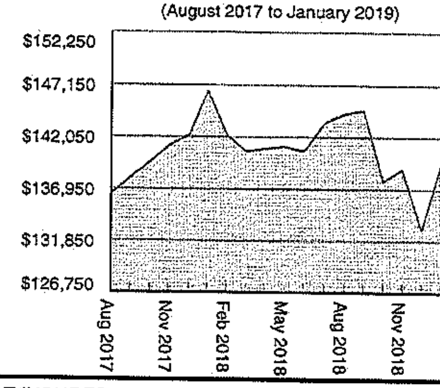
Customer Service
(888) 994 5626
Branch Address
10-51 Jackson Ave
Long Island City, NY, 11101

www.chase.com

More contact information on page 20

Account Value

(August 2017 to January 2019)



If you have any questions about your statement or concerns about your account, please call us at the toll free number provided above.

INVESTMENT AND INSURANCE PRODUCTS ARE: • NOT FDIC INSURED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
• NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, JPMORGAN CHASE BANK, N.A. OR ANY OF ITS AFFILIATES
• SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED

Account is held at J.P. Morgan Securities LLC (JPMS), member Financial Industry Regulatory Authority (FINRA) and Securities Investor Protection Corporation (SIPC). **This statement summary is provided for convenience purposes only.** For information about your JPMS account(s), please refer to your official JPMS account statement(s), which follows this statement summary. **Neither this statement summary nor your official JPMS account statement(s) should be used for tax reporting purposes.**

STATEMENT SUMMARY	RETIREMENT MANAGED	IMPORTANT INFORMATION

<u>**Property Proposal Summary**</u>

Location:	**287 Third Street (south side between Carpenter and Robinson Avenues)**
Tax Map Number:	22-1-3
Property Class:	210—One Family Residential
Zoning:	RM—Residential Medium Density; EEHD—East End Historic District
Description:	Detached single family home—Year built: 1900; 1408sf above-grade; additional sf in finished basement; lot size: 50 x 143
Condition:	Fair
Assessed Value:	$ 80,700
Annual Taxes:	$ 3,745+/-
Selling Price:	$ 74,900

The city acquired this property: August 2018

<u>Offer Information</u>:

Name:	Arleen Perez
Offer Price:	**$ 72,000**
Construction Estimate:	$105,600+/-
Proof of Financing:	NYC Deferred Compensation Plan and J.P. Morgan accounts.

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

Ms. Perez has recently been approved by the City Council to purchase an investment property at 357 Liberty Street. By living in the City of Newburgh, she would have more oversight over the day-to-day management of her investment property.

The house needs some significant repairs: roof, kitchen, bath, floors, walls, windows, etc. The building sits on a larger than average parcel that overlooks Downing Park. The repair estimate is felt to accurately reflect the work needed to bring this house back to life.

Interior Photos

RESOLUTION NO.: _______- 2019

OF

MARCH 11, 2019

A RESOLUTION AMENDING THE SITE DEVELOPMENT AGREEMENT FOR THE TRANSFER AND REDEVELOPMENT OF PROPERTY LOCATED AT 109 SOUTH WILLIAM STREET (SECTION 45, BLOCK 5, LOT 5)

WHEREAS, by Resolution No. 211-2018, the City of Newburgh authorized the City Manager to execute a site development agreement for the transfer and redevelopment of property located at 109 South William Street (Section 45, Block 5, Lot 5) (the "Property") to BOM Newburgh, LLC (the "Developer"); and

WHEREAS, the site development agreement allowed the Developer to conduct environmental testing on the Property for any hazardous materials; and

WHEREAS, Developer's testing revealed an underground storage tank on the Property that was previously used for storage of fuel oil and there exists a likelihood of contamination from fuel oil in the soil surrounding the storage tank; and

WHEREAS, the Developer provided estimates for tank removal and soil remediation, and expressed a continued interest pursuing the project; and

WHEREAS, the parties have negotiated an addendum to the site development agreement that addresses the environmental remediation issues with respect to the Property, a copy of which is annexed hereto; and

WHEREAS, among the terms contained in the addendum, this Council has determined that it would be in the best interests of the City of Newburgh to provide a dollar-for-dollar credit against the purchase price for the actual costs of the tank removal and soil remediation, but in an amount not to exceed $45,000.00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh the addendum to the site development agreement with BOM Newburgh, LLC, in substantially the same form as annexed hereto, with other provisions as Corporation Counsel may require, for the transfer and development of the Property.

ADDENDUM TO THE
SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

BOM NEWBURGH LLC

DATED AS OF ____________________, 2019

Regarding:
109 South William Street, Tax ID 45-5-5
City of Newburgh, Orange County, New York

ADDENDUM TO THE SITE DEVELOPMENT AGREEMENT

ADDENDUM TO THE SITE DEVELOPMENT AGREEMENT ("Addendum") dated ________________________, 2019 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("Seller" or "City") and BOM Newburgh LLC, a New York limited liability company having an address at c/o Mackey Butts & Wise, LLP, 3209 Franklin Avenue, Millbrook, New York 12545, NY ("Developer").

W I T N E S S E T H:

WHEREAS, the City and the Developer entered into a Site Development Agreement ("Agreement") dated October 9, 2018 regarding the sale and development of City owned property located at 109 South William Street in the City of Newburgh, more accurately described as Section 45, Block 5, Lot 5 on the official tax map of the City of Newburgh (the "Property"); and

WHEREAS, Section 9.05, *Environmental and Soil Investigation and Testing*, of the Agreement states in relevant part:

(a) Seller grants to Developer the right to conduct an examination to obtain an report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other survey, soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project.

(b) Developer may terminate this Contract on or before 180 days after the date of this Contract (but without the right to receive a refund of the Earnest Money) in the event such report indicates the presence of any such matters. Developer shall provide a copy of any such report to Seller.

WHEREAS, Developer has completed its examination of the Property and has determined that there exists an Underground Storage Tank ("UST") that was previously used for storage of fuel oil for the building on the Property and that there exists a likelihood of contamination from fuel oil in the soil surrounding the UST; and

WHEREAS, a preliminary investigation by the Developer indicates a high likelihood for asbestos containing materials ("ACM") and lead paint in the building located on the Property that would also need to be remediated as part of the redevelopment of the Property; and

WHEREAS, in accordance with the Agreement the Developer has provided timely notice to the City as to the presence of hazardous materials and conditions on the Property; and

WHEREAS, the potential cost of environmental remediation may be as high as $45,000.00 based on estimates provided to the City by the Developer; and

WHEREAS, the Developer has notified the City that the UST must be removed and any ground contamination caused by the leakage of fuel oil must be remediated, and any ACM and lead paint must be removed or otherwise remediated in order for Developer to close on the Property and proceed with the redevelopment of the site; and

WHEREAS, Section 9.05 of the Agreement allows the Developer to either proceed with the purchase of the Property or cancel the Agreement in the event environmental contamination is found to be present; and

WHEREAS, the Agreement does not provide an alternative for an off-set or a credit of the purchase price for the cost of the remediation work that is required to allow the Developer to close on the Property; and

WHEREAS, the Developer wishes to proceed with the Agreement but cannot due to the cost of the environmental remediation when added to the overall cost of site redevelopment; and

WHEREAS, both the City and the Developer desire to complete the transaction contemplated under the Agreement by entering into this Addendum that provides a credit against the purchase price as set forth in Article 4 of the Agreement from the City to the Developer to off-set the costs of the environmental remediation;

NOW THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

1. The City agrees to provide the Developer a dollar-for-dollar credit against the purchase price in an amount not to exceed $45,000.00, for the actual costs of removal of the UST, removal of any contaminated soil on the property, and back fill with uncontaminated soil on the property, as set forth herein.

2. The Developer shall be solely responsible for costs of any other environmental remediation related to the project, now known or unknown, and including but not limited to ACM remediation and lead paint remediation. The Developer shall provide the City with any documents related to the scope and cost of any environmental remediation work upon written request from the City.

3. The Developer shall be responsible only for environmental remediation work within the confines of the legal boundary of the Property, and shall not be responsible to undertake or to pay the cost of remediation work beyond the bounds of the Property. In the event it is determined that environmental remediation work is required beyond the boundary of the Property the Developer shall promptly notify the City in accordance with Section 12.09 of the Agreement.

4. The City grants Developer the right to undertake and complete any remediation work in accordance with this Addendum.

5. Developer shall comply with all governmental agency and department requirements, and shall provide to the City copies of any correspondence and reports filed with any governmental agencies and departments in regard to any remediation work.

6. All other rights and obligations of the City and the Developer as set forth in the original Agreement are unchanged.

7. This Addendum shall be deemed withdrawn unless executed by the City and the Developer on or before __________________________, 2019.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

Seller: CITY OF NEWBURGH

____

By: Joseph Donat
Its: Interim City Manager
Per Resolution No. ______________________

Developer:

By: _______________________________________
Its: Managing Member

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

On the _______ day of _______________ in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Donat, 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.

____
Notary Public

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

On the ________ day of ________________ in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared ___________________, 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 her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

____
Notary Public

The City of Newburgh
Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-73335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

October 11, 2018

Mr. Neil A. Wilson, Esq.
Mackey, Butts & Wise LLP
319 Mill Street
Poughkeepsie, NY 126001

Re: BOM Newburgh, LLC
109 South William Street (45-5-5)
Your File No.: 7690.0001

Dear ~~Mr. Wilson~~: Neil

Enclosed please find four (4) original fully executed Site Development Agreements in connection with the above matter.

Please feel free to contact me with any questions, comments or concerns.

Very truly yours,

MICHELLE KELSON
Corporation Counsel

MK/ar
Enclosures

Cc: Lorene Vitek, City Clerk (w/original)
Joanne Majewski, Assessor
Heli Shah, Jr. Accountant
Alexandra Church, City Planner
David Kohl, Economic Development Specialist
William Horton, Assistant Chief
Omar Balbuena-Palma, Secretary Land Boards

RESOLUTION NO.: 211 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SITE DEVELOPMENT AGREEMENT WITH BOM NEWBURGH, LLC FOR THE TRANSFER AND REDEVELOPMMENT OF PROPERTY LOCATED AT 109 SOUTH WILLIAM STREET (SECTION 45, BLOCK 5, LOT 5)

WHEREAS, by Resolution No. 93-2018 of April 9, 2018, the Council of the City of Newburgh authorized the City Manager to negotiate on behalf of the City a development agreement with R.L. Baxter Building Corp. for the redevelopment of the property at 109 South William Street, more accurately described as Section 45, Block 5, Lot 5 on the official tax map of the City of Newburgh (the "Property"); and

WHEREAS, R.L. Baxter Building Corp. has formed a new entity, BOM Newburgh, LLC, and requested that the City of Newburgh allow them access to the Property prior to finalizing a development agreement for the purposes of and to perform certain pre-development activities; and

WHEREAS, by Resolution No. 118-2018 of May 14, 2018, the City Council authorized the City Manager to enter into a license agreement with BOM Newburgh, LLC, and its contracted agents to allow access to 109 South William Street for the purposes of and to perform site investigations and other pre-development activities; and

WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto;

WHEREAS, this Council the Property is not required for public and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to executed on behalf of the City of Newburgh the site development agreement with BOM Newburgh, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the property at 109 South William Street.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 8/13/18 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 14th day of Aug. 20 18

Katrina Cotten
Deputy City Clerk

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

BOM NEWBURGH LLC

DATED AS OF October 9, 2018

Regarding:
109 South William Street, Tax ID 45-5-5
City of Newburgh, Orange County, New York

TABLE OF CONTENTS

SITE DEVELOPMENT AGREEMENT

SITE DEVELOPMENT AGREEMENT ("Contract") dated _______________, 2018 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("Seller" or "City") and BOM Newburgh LLC, a New York limited liability company having an address at c/o Mackey Butts & Wise, LLP, 3209 Franklin Avenue, Millbrook, New York 12545, NY ("Developer").

WITNESSETH:

WHEREAS, the City is the owner of the property located at 109 South William Street in the City of Newburgh, more accurately described as Section 45, Block 5, Lot 5 on the official tax map of the City of Newburgh, described in Section 3.01 hereof (the "Property"); and

WHEREAS, the Seller desires to provide for the redevelopment of the Property for mixed commercial and residential uses; and

WHEREAS, pursuant to a request for proposals, based on their representations as to qualifications, experience and financial capacity, the Seller selected the Developer to redevelop the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the Seller for the purposes of developing the Property, and Seller desires to convey the Property to the Developer pursuant to the terms set forth in this Contract; and

WHEREAS, the Developer acknowledges that the Seller is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Contract;

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of on dollar by the Developer to Seller, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01 <u>Definitions</u>. The terms set forth in this Section shall have the meanings ascribed to them for all purposes of this Contract, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements, building permits, certificate of occupancy, certificate of appropriateness, and all applications for licenses, permits and permission to construct and maintain all on-site and off-site improvements, curb cuts, roadway, mediate cuts and utility lines and services.

"Business Day" shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

"Certificate of Occupancy" shall mean a permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

"City" shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, NY 12550, its successors and assigns.

"Claims" shall mean any and all claims (whether in tort, contract or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

"Closing Date" shall mean the date of closing of title pursuant to Section 3.03.

"Closing Deadline" shall mean the date which is set forth in Schedule "C" as the closing deadline.

"Completion Deadline" shall mean the date which is set forth in Schedule "C" as the completion deadline.

"Developer" shall mean BOM Newburgh LLC or its successors and assigns to the extent permitted under Section 12.01 of this Contract.

"Earnest Money" shall mean the amount payable pursuant to Section 4.01(a).

"Force Majeure" shall mean acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

"Governmental Authority" shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

"Housing Units" shall mean apartment units intended to be occupied by a single person or family other than on a transient basis.

"Improvements" shall mean any buildings, structures, or other improvements, now or hereafter constructed or place upon, under or affixed to the Property, including without limitation any fixtures.

"Lending Institution" shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

"Liens" shall mean any interest in real or personal property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics', materialman's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes hereof, a Person shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes.

"Net Proceeds" shall mean so much of the proceeds with respect to which that term is used as remain after payment of all fess for the costs of adjustment and collection, services, expenses, and taxes (including reasonable attorneys' fees) incurred in obtaining such proceeds.

"Person" shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

"Plans and Specifications" shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by a New York Stated Licensed Architect or Professional Engineer, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including at least a site plan, landscaping plan, drainage plan, pedestrian and vehicle ingress and egress, floor plan, utilities, water, sewer, exterior materials, colors and elevations, parking plan, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

"Project" shall mean the development project which shall include a mixed use redevelopment of the existing building located on the Property consisting of approximately 6,885 square feet of retail/restaurant/office uses on the ground floor, approximately 7,385 square feet of office use on the second floor, and approximately 6,885 square feet of Housing Units for residential use on the third floor. The square footages for each floor being derived from the records of the City Assessor with no guarantee of accuracy.

"Project Lender" shall mean a Lending Institution that is the mortgagee of a Project Mortgage financing construction of the Project.

"Project Mortgage" shall mean one or more mortgages on Developer's interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the development of the Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

"Property" shall mean the property described at Section 3.01 to be conveyed pursuant to this Contract.

"Public improvement" shall mean the construction, enlargement, extension or other construction of a facility intended for dedication to the City, including but not limited to a street, curb and gutter, sidewalk, cross drain, catch basin, traffic control and street name sign, or other roadway appurtenance other than driveway.

"Purchase Price" shall mean the purchase price set forth in Section 4.01.

"Related Party" shall mean, with respect to any Person, any other Person if such other Person controls or is controlled by or under common control with the Person.

"Required Guarantee" shall mean an unconditional letter of credit issued by a New York or U.S. federal bank whose unsecured obligations are rated at least "A/IX", in form and substance satisfactory to the Seller or a surety bond in form and substance satisfactory to the Seller.

"Taxes" shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other Governmental Authorities whatsoever.

"Title Insurer" shall mean such title insurance company as shall be mutually acceptable to the Seller and the Developer for the issuance of the policies of title insurance referred to in Section 3.02.

SECTION 1.02 Interpretation. As used in this Contract, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Contract, unless the context clearly requires otherwise.

ARTICLE 2
DEVELOPER'S REPRESENTATIONS

SECTION 2.01 Developer's Representations. Developer makes the following representations and warranties to Seller in conjunction with the conveyance of the Property:

(a) Developer is a limited liability company duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Contract, a Project Mortgage, and the closing documents to be signed by Developer. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of Developer's organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Contract.

(b) Developer intends to proceed to seek the Approvals and Permits for the construction of the Project promptly following the execution of this Contract.

(c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project prior to the Completion Deadline.

(d) The Project will be constructed to meet all requirements of Permits and Approvals and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.

(e) All certificates or statements furnished to the Seller by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete.

ARTICLE 3
CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Contract, and subject to the further terms of this Contract, Seller shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Contract, the Property in the City of Newburgh, Orange County, which "Property" includes:

(a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");

(b) all buildings and other improvements constructed or situated on the Land (collectively the "Improvements");
(c) all right, title and interest currently held by the Seller, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;
(d) the appurtenances and all the estate and rights currently held by the Seller in and to the Land and Improvements;
(e) all right, title and interest currently held by the Seller, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements (collectively referred to in the Contract as the "Equipment")

SUBJECT TO the further easements and rights of reverter reserved herein.

SECTION 3.02. Title; Permitted Exceptions. Seller shall convey fee simple title to the Property in accordance with the terms of this Contract, subject only to the following (collectively referred to as the "Permitted Exceptions"):

(a) the matters set forth in Schedule "B" attached hereto;
(b) the City's right of reverter set forth in Section 11.04 ; and
(c) such other matters as the Title Insurer shall be willing, without special premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

SECTION 3.03 Closing. Except as otherwise provided in this Contract, the closing of title pursuant to this Contract (the "Closing") shall take place at 10:00 am on the date determined by the parties but in any event not later than thirty (30) days from the date that the Developer is issued a building permit for the Project, or more than thirty (30) days from the date of expiration of any appeal periods for Project Approvals and Permits, whichever is later, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such other date or location as may be agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

ARTICLE 4
PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 Purchase Price; Down Payment. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be $75,000.00, payable as follows:

(a) The Developer shall pay to the Seller a down payment of $1,000.00 (the "Earnest Money") upon the execution of this Contract, which Earnest Money shall be non-refundable, except to the extent provided in Section 7.02.
(b) The Earnest Money shall be applied as a credit toward the Purchase Price at Closing.
(c) The balance of the Purchase Price shall be paid to the Seller at Closing.

SECTION 4.02 Acceptable Moneys. All monies payable under this Contract, unless otherwise specified in this Contract shall be paid by:

(a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of the Seller; or
(b) Official bank checks drawn by any such banking institution, payable to the order of the Seller.

ARTICLE 5
CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligations to purchase shall be contingent upon the following conditions:

(a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Contract, but without the right to receive a refund of the Earnest Money, on or before the Closing Date if despite Developer's best efforts, Developer is unable to obtain final Approvals and Permits for the Project

(b) Developer shall be deemed to have waived all contingencies if written notice is not given to Seller on or prior to the Closing Date.

SECTION 5.02 Conditions to Seller's Obligations. In addition to the conditions otherwise set forth herein, Seller's obligations to convey the Property shall be contingent upon the following conditions:

(a) Developer shall have paid the Purchase Price as provided in Article 3 of this Contract.
(b) Developer shall have deposited all Required Guarantees, if any, required by this Contract.

(c) Developer shall have furnished the Seller with a certified statement of the total development cost of the Project and evidence reasonably satisfactory to the Seller that the Developer has adequate financing to complete the Project. The Developer shall have obtained all required Approvals and Permits for the Project.
(d) The Developer shall have submitted Plans and Specifications prepared by a New York State Licensed Architect and/or Professional Engineer together with a certificate from such licensed Architect or Professional Engineer that such Plans and Specifications are consistent with all Approvals and Permits.
(e) The Developer shall not be in default under this Contract.

SECTION 5.03 Seller's Right to Terminate. Seller shall have the right to terminate this Contract by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.01 have not been satisfied by the Closing Deadline.

SECTION 5.04 Termination of Contract. Upon termination by either party pursuant to this Contract, this Contract shall be null and void, and no action, claim or demand may be based on any term or provision of this Contract, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

ARTICLE 6
COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of Seller.

(a) Design and Approvals:
  i. Developer will cause to be prepared by an Architect a project design for the Project and submit Plans and Specifications to the Seller's land use boards in sufficient time for review and approval prior to the Closing Deadline.
  ii. Developer will use its best efforts to obtain site plan and architectural review approval for the Project at least 60 days prior to the Closing Deadline and obtain Approvals and Permits for the Project at least 30 days prior to the Closing Deadline.

(b) Completion Deadline:
  i. Developer will complete the construction of the Project not later than the Completion Deadline.

(c) Construction. In construction of the Project, Developer:
  i. Shall at its own cost and expense obtain all Approvals and Permits;
  ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements;

iii. Shall have received Seller's prior written approval, not to be unreasonably withheld, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of the Public Improvements which prior written approval of Seller will not be given, apart from any other considerations, unless such architects, engineers, and contractors specifically agree to complete their work for Seller, at Seller's request, in the event of Developer's default.

iv. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Contract.

v. Shall pay all proper accounts for work done or materials furnished under all contracts to which it has entered into relating to the construction of the Project.

vi. If any Lien is filed or asserted, including, without limitation, any Lien for the performance of any labor or services or the furnishing of materials, whether or not valid, is made against the Property or any part thereof in the interest therein of the Seller, or the interest therein of a Party under this Contract, other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by this Section, the Developer forthwith upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to Seller and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond) at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Contract shall be construed as constituting the express or implied consent to or permission of the seller for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against Seller's interest in the Property. The Developer may at its sole expense contest, after prior written notice to the Seller, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, of any Lien, if (i) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this Contract, of the Seller or Developer or against any of the rentals or other amounts payable under this Contract, (ii) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (iii) the Seller would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (iv) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the Seller being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, the Developer shall deliver a written confirmation to the Seller that the Developer shall indemnify and hold the Seller harmless from any claims, liabilities, costs or expenses as may derive with respect thereto, and the Developer shall provide to the Seller such security as the Seller may reasonably require.

vii. At the written request of the Seller, the Developer shall provide all reasonable information as may be requested with respect to any Lien, the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

SECTION 6.02 Seller's Covenants. Seller covenants that it will comply with the following covenants between the date of this Contract and the Closing, unless this Contract is earlier terminated in accordance with its terms:

(a) The Seller shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer.
(b) The Seller shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 9.05 of this Contract.
(c) Seller hereby agrees that it will consent in its capacity as owner when reasonably requested by Developer, at Developer's expense, to any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project consistent with this Contract, subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall indemnify and hold the Seller harmless from and against any and all Claims by third-parties, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against the Seller, its officers, employees, and agents (the "Indemnified Parties"), during the term of this Contract resulting from, arising out of, or connected with Developer's: (1) breach of the representations and warranties set forth in Section 2.01 herein, whether prior to or after the Closing; (2) the funding of the costs of the Project and the Improvements; (3) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project and the Improvements or any part thereof or the effecting of any work done in or about the Property by Developer or its employees, representatives, consultants, agents, and contractors; (4) any defects, whether latent or patent, in the Improvements; (5) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Property and the Improvements or any portion thereof; or (6) any act or omission of Developer or any of its employees, representatives, consultants, agents, or contractors ("Permittees"), including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Contract, but excluding any and all Claims of liability caused by the negligence or willful misconduct of the Indemnified Parties. The Developer shall require any of its Permittees who perform work on the Property in furtherance of the Project to agree to indemnify the Indemnified Parties and the Developer for any and all Claims by third-parties with respect to the Permittee's scope of work, excluding the negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of such Claims, Developer, at its sole cost and expense, upon 30 days written notice from Seller, shall defend that action or proceeding by competent counsel acceptable to Seller.

ARTICLE 7
OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of an updated title report from the Title Insurer to be forwarded to Seller within thirty (30) days of the date hereof. Seller shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title noted in such title report and any other defects or objection which may be disclosed on or prior to the Closing Date. Developer shall be deemed to have waived any objections to title if not made within twenty (20) days after receiving the title report.

SECTION 7.02 Developer's Right to Terminate. If Seller is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Contract, Developer may elect to accept such title as Seller may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Contract upon thirty (30) days' notice to Seller and Seller shall be obligated to return the Earnest Money to Developer. Upon such termination, the Contract shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.03 shall survive the closing.

ARTICLE 8
DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Contract.

ARTICLE 9
SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. The Seller is conveying the Property in "as is" condition. The Seller expressly disclaims any warranties or representations whatsoever including without limitation soil conditions, the existence of below-grade foundations (whether or not concealed), environmental conditions, air-quality, or the location of existing underground utilities. Any costs related to abnormal conditions or quality of the subsoil, or to the improvement of the subsoil, or to demotion and removal of any abandoned utilities or improvements, or to the construction of new utilities, or related to hazardous soil conditions in any way whatsoever, will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Contract shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or contract to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City.

SECTION 9.04 Zoning and Planning Approvals. The Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the zoning code and/or variances. In the event of any proposed modifications by the Developer to the proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Contract obligates the City, the Seller, or any other governmental body to provide for such approvals. The Project are to be in conformance with all applicable zoning requirements as they may be so amended.

SECTION 9.05 Environmental and Soil Investigation and Testing.

(a) Seller grants to Developer the right to conduct an examination to obtain an report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other survey, soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project.

(b) Developer may terminate this Contract on or before 180 days after the date of this Contract (but without the right to receive a refund of the Earnest Money) in the event such report indicates the presence of any such matters. Developer shall provide a copy of any such report to Seller.

(c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and (v) a review of aerial photographs of the Property and other evidence of historic land uses.

(d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice, and under reasonable conditions. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples as may be necessary to conduct the investigation and testing as required in the opinion of the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. Seller shall have the right to be present during all testing and sampling and survey work.

(e) Developer shall pay all costs and expenses of such investigation and testing, and Developer shall indemnify and hold Seller harmless from and against all costs and liabilities relating to Developer's activities. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and Consultants shall provide evidence of insurance satisfactory to Seller prior to having access to the site.

ARTICLE 10
CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 Seller's Closing Obligations. At the Closing, the Seller shall deliver the following to the Developer:

(a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Contract (including without limitation the right of reverter set forth in Section 11.04).

(b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the Seller in and to any Equipment.

(c) A non-foreign affidavit, properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.

(d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the Seller's name.

(e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S

(f) Subject to Permitted Exceptions, possession of the property in the condition required by this Contract.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall do the following:

(a) Developer shall deliver to Seller the portion of Purchase Price payable at Closing.

(b) Developer shall cause the deed to be recorded, duly complete all required real property transfer tax returns and cause all such returned and check in payment of such taxes to be delivered to the appropriate officers promptly after Closing.

(c) Developer shall deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities with respect to the Property will be apportioned as of the date of Closing Date. Water and sewer charges and sanitation fees will be paid by the Seller to the Closing Date.

ARTICLE 11
DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

(a) Termination of Contract by Seller. Upon the occurrence of any default under this Contract by Developer Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall be not less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract and all rights of Developer under this Contract shall terminate. The termination of this Contract does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Contract, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Contract. The termination of this Contract and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer and Developer will not be liable for damages or specific performance.

(b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall not be less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract shall terminate. The termination of this Contract shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Contract, which shall survive. If Seller defaults under this Contract, this provision does not preclude Developer from seeking specific performance of this Contract but Developer shall have no right to seek damages from Seller for Seller's defaults hereunder.

SECTON 11.02 Force Majeure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason of Force Majeure, performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90) days), provided the party delayed shall give the other party notice and full particulars of the Force Majeure within a reasonable time after the event occurs. The provisions of this Section shall not excuse Developer from the prompt payment of amounts due under this Contract.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Contract shall be cumulative and shall be in addition to every other right or remedy provided for in this Contract or not or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

SECTION 11.04 City's Right of Reverter. The Property shall be developed and used solely for the Project in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Developer is required to rehabilitate any building on the Property for the Project and bring it into compliance with all State, County and Local standards for occupancy within twenty-four (24) months of the date of the deed. Within such twenty-four (24) month time period the Developer must obtain a Certificate of Occupancy for all buildings on the property for the use stated in the definition of the Project in this Contract. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the twenty-four (24) month period for compliance with the terms of this Contract. If the Developer 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 or entity before a Certificate of Occupancy or Certificate of Compliance is issued for such purposes.

ARTICLE 12
MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Contract without the prior written consent of the Seller, which shall be at the discretion of the Seller. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer shall be the managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Contract and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or termination except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver ofay other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Contract.

SECTION 12.06 Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the provision of this contract with a view toward effecting the purpose of this contract, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Contract shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by U.S. First Class certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to the other parties as provided herein.

Developer as follows:

BOM Newburgh LLC
c/o Mackey Butts & Wise, LLP
3208 Franklin Avenue
Millbrook, New York, 12545

with a copy to:

Joshua Mackey, Esq.
Mackey Butts & Wise, LLP
3208 Franklin Avenue
Millbrook, New York, 12545

Seller as follows:

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

With a copy to

Corporation Counsel
Attn: Michelle Kelson
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

or as Developer or Seller shall otherwise have given notice as herein provided.

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Contract or transaction. Seller and Developer shall indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 Project Mortgage. Following the Closing, the Developer intends to obtain a Project Mortgage on the Property provided by a Lending Institution for the construction of the Project.

SECTION 12.12 No Partnership or Joint Venture. This Contract does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.13 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in her or her individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14 Withdrawal of Offer. This Contract shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Contract returned to Developer on or before October 15, 2018 (60 days from City Council approval).

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Seller: CITY OF NEWBURGH

By: ______________________________

Its: City Manager
Per Resolution No. 211-2018

Developer:

By: ______________________________

Its: Managing Member

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

On the 9 day of October 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.

Jeremy Kaufman
Notary Public, State of New York
No. 02KA6202389
Qualified in Sullivan County
Commission Expires March 16, 2021

____
Notary Public

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

On the 28 day of September in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Eric Baxter, 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 her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

____
Notary Public

NEIL A. WILSON
Notary Public, State of New York
No. 02WI6024014
Qualified in Dutchess County
Commission Expires February 22, 2022

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as 109 South William Street, being more accurately described as Section 45, Block 5, Lot 5 on the Official Tax Map of The City of Newburgh, bounded and described as follows:

SCHEDULE "B"
PERMITTED ENCUMBRANCES

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way are of record;

2. Such easements, covenants, reservations, encumbrances or restrictions as are of record;

3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;

4. Real estate taxes and assessments that are a lien but not yet due and payable;

5. Any state of facts a survey or personal inspection of the premises would disclose;

6. The rights of reverter described in Section 11.04 of this Contract.

SCHEDULE "C"
PROJECT AND DEVELOPMENT DEADLINES

1. Within thirty (30) days of the execution of this Contract, the Developer shall submit a site plan application to the City of Newburgh Planning Board for the Project meeting the requirements of this Contract.

2. Closing Deadline: No longer than nine (9) months from the execution of this Contract, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.

3. Commencement Deadline: No longer than three (3) months from the Closing Date, the Developer shall have commenced construction of the Project.

4. Completion Deadline: No longer than twenty (20) months from the Closing Date, Developer shall have completed construction of the Project and Developer shall have applied to the Building Inspector and Code Compliance Office of the City of Newburgh for a Certificate of Occupancy and no longer than twenty-four (24) months from the Closing Date shall have obtained a Certificate of Occupancy for the entire Project.

RESOLUTION NO.: ________ - 2019

OF

MARCH 11, 2019

A RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO REHABILITATE PREMISES OWNED BY HUDSON VALLEY REAL ESTATE PARTNERS, LLC KNOWN AS 63 CARSON AVENUE (SECTION 45, BLOCK 7, LOT 5) AND 66 CARSON AVENUE (SECTION 45, BLOCK 6, LOT 35)

WHEREAS, the City of Newburgh did convey the premises located at 63 and 66 Carson Avenue, more accurately described as Section 45, Block 7, Lot 5 and Section 45, Block 6, Lot 35), respectively, on the official Tax Map of the City of Newburgh by deed dated June 8, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 8, 2017; and

WHEREAS, in accordance with Paragraph 5 of the Terms of Sale, the City Manager has granted the allowable 3 month extension from the original date of December 8, 2017, which expired on March 8, 2018; and

WHEREAS, by Resolution No.: 53-2018 of February 26, 2018, this Council authorized an nine (9) month extension of time to rehabilitate said premises until December 31, 2018; and

WHEREAS, Robert Grunnah, Managing Member of Hudson Valley Real Estate Partners, LLC, the owner of properties located at 63 and 66 Carson Avenue in the City of Newburgh, has been unable to comply with the deadline, but has made a good faith effort and intend to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its continued development to grant the requested extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Hudson Valley Real Estate Partners, LLC is granted an eleven (11) month extension to rehabilitate the premises known as 63 and 66 Carson Avenue in the City of Newburgh until February 11, 2020, being eleven months from the date of this Resolution.

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CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO:	Michele Kelson, Corporation Counsel
FROM:	William F. Horton, Assistant Fire Chief/Building Inspector
MEETING DATE:	February 26, 2019
SUBJECT:	63 Carson Avenue & 66 Carson Avenue, Request for Extension

Following a review of the building file, a site inspection and speaking to David Kohl, progress on the projects initially stalled but recent efforts including hiring a new design professional and providing an updated anticipated timeline have begun to move the project forward. The owner, Hudson Valley Real Estate Partners LLC has had success on previous projects, and I fully anticipate them to be successful with these properties as well. I support the request for an extension and will continue to assist in any manner I can.

Thank you.

RESOLUTION NO.: __________ - 2019

OF

MARCH 11, 2019

A RESOLUTION AUTHORIZING THE CITY OF NEWBURGH TO FILE A NOTICE OF INTENT TO BECOME A PARTY TO THE APPLICATION OF DANSKAMMER ENERGY, LLC FOR THE PROPOSED DANSKAMMER ENERGY CENTER AND TO EXPLORE OPPORTUNITIES TO ACCESS INTERVENOR FUNDING

WHEREAS, Danskammer Energy, LLC ("Danskammer") seeks a permit through New York State's Article 10 power plant siting process to repower its existing power generating facility; and

WHEREAS, the City of Newburgh has an interest in Danskammer's application because of the plant's proximity to the City and because the City is concerned with protecting the air, water, and general quality of the environment for its residents; and

WHEREAS, the City desires to become a party to Danskammer's Article 10 application proceeding and to explore possibilities of obtaining "Intervenor Funding" for purposes of hiring experts, consultants, and other professionals who can assist the City in analyzing Danskammer's application; and

WHEREAS, the City is interested in exploring opportunities with other parties to the proceeding who may share common goals and interests with respect to Danskammer's application, including but not limited to: Scenic Hudson, the Natural Resources Defense Council, Riverkeeper, and Hudson River Sloop Clearwater;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newburgh hereby authorizes the Interim City Manager or the Corporation Counsel to file a Notice of Intent to become a party to Danskammer's Article 10 application proceeding; and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh hereby authorizes the Interim City Manager and/or the Corporation Counsel to submit an application for Intervenor Funds in accordance with the rules and regulations of the Article 10 proceeding; and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh hereby authorizes the Interim City Manager or the Corporation Counsel to discuss cooperative arrangements with other interested parties which would protect the interests of the City and its citizens with respect to Danskammer's application.

RESOLUTION NO.: ____________ - 2019

OF

MARCH 11, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR A PRESERVE NEW YORK PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $10,000.00 FOR A CULTURAL LANDSCAPE REPORT FOR THE CLINTON STREET EXTENSION RESTORATION PROJECT

WHEREAS, excavation during the construction for infrastructure upgrades uncovered the Clinton Street Extension which was formerly used as an open space and public walkway;

WHEREAS, the Conservation Advisory Council has requested that the City of Newburgh apply for a Preserve New York program grant in an amount not to exceed $10,000.00 with a 20% cash match for the purpose of conducting a cultural landscape report which would provide a comprehensive documentation study, analysis of current conditions, recommendations for restoration and rehabilitation and preliminary cost estimates as a first step to revitalizing an historic space in the City of Newburgh; and

WHEREAS, this Council has determined that applying for said grant is in the best interest of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to apply for a Preserve New York program grant in an amount not to exceed $10,000.00 for a cultural landscape report for the Clinton Street Extension Restoration Project with thanks to the Conservation Advisory Council.

GRANT APPLICATION TO THE PRESERVATION LEAGUE OF NY

‘CULTURAL LANDSCAPE REPORT’
Phase 1 of the Clinton Street Extension Restoration

Applicant:	**Conservation Advisory Committee for the City**
Grantor:	**The Preservation League of NYS**
Purpose:	**To hire a Landscape Architectural Preservation firm to prepare a Cultural Landscape Report (ultimate goal to Restore the Historic Footpath)**
Where:	**Clinton Street Extension**
Amount:	**From $3000, but Not to exceed $10,000**
Match:	**20% -- no in-kind services, cash only**
Due by:	**March 25, 2019**

Background

Last summer Clinton Street was a major arena for infrastructure upgrades to water and sewer systems. Contractors excavated the Clinton Street Extension, from the top at Montgomery Street down the slope almost to Marine Drive to install new infrastructure. (See street map provided by the Assessor’s Office). The Clinton Street Extension lies partially within the Historic District Boundaries, and it is also within the LWRP.

Bluestone and bricks were uncovered during the excavation, suggesting that this swath of open space has a history. Our City Historian, Mary McTamaney, provided us with a description of its past life as a vibrant walkway. Neighbors in the Historic District asked what the City could do to restore this wonderful section of open space and make it an asset for walkability, scenic viewing, and environmental sustainability.

What is a ‘Cultural Landscape Report’?

The purpose of a Cultural Landscape Report (“CLR”) is to provide a comprehensive documentation study, analysis of the current condition, sketches and recommendations for restoration and rehabilitation, and preliminary cost estimates.. It is NOT bricks and mortar! **The Cultural Landscape Report is STEP ONE in revitalizing this historic space.**

Use of Funds: Fees of a Landscape/Preservation Architect consultant who will prepare a CLR. It includes direct costs. The Preservation League must approve our selected consultant.

20% Match Cash Contributions:

- The CAC will be voting to allocate up to $500 from its budget. We will set up a separate budget line for donations to the Clinton Street Extension Restoration. The Grant Application does not need specific match dollar amounts – just acknowledgment that the City can administer the funding.

Benefits To The City of Newburgh

- Protecting Open Space to maintain an ecological balance
- Restoring a public walkway and Increasing Walkability (this is a goal of the City's Master Plan), ,making use of original materials.
- Re-connecting the Historic District to the waterfront.
- Providing sustainable and aesthetic stormwater management protection for this steep slope. Rain Gardens, Tiered plantings, flower beds, resting benches
- Preserving the View Shed
- Tourism enhancement: Visitors annually attend the Historical Society's Candlelight House Tour, lectures and cultural events. A revitalized space will be an additional opportunity for visitors to experience historically significant Hudson River Views.

This is an exciting opportunity to add a new asset to the Historic District, and particularly to the neighborhood adjacent to Clinton Street.
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PRESERVE NEW YORK

A signature grant program of the New York State Council on the Arts (NYSCA) and the Preservation League of New York State, with additional support from The Robert David Lion Gardiner Foundation

GUIDELINES FOR 2019

Historic Structure Reports | Building Condition Reports | Cultural Landscape Reports | Cultural Resource Surveys

Preserve New York grants are now available to eligible not-for-profits and municipalities. Preserve New York is a signature grant program of the New York State Council on the Arts (NYSCA) and Preservation League of New York State, with additional support from The Robert David Lion Gardiner Foundation. Preserve New York provides support to identify, document, and preserve New York's cultural and historic buildings, structures, and landscapes. Begun in 1993, Preserve New York makes grants for ***historic structure reports****,* ***building condition reports, cultural landscape reports,*** *and* ***cultural resource surveys****. The Robert David Lion Gardiner Foundation has provided generous additional support for projects in Nassau and Suffolk Counties.*

Please note that you first must discuss your project with the Preservation League before you can receive an application. Applications are not available online.

Who is eligible to apply?
Not-for-profit organizations with 501(c)(3) status and units of local government are eligible to apply. Arts and cultural organizations are particularly encouraged to apply or support applications. Applicants cannot apply to Preserve New York and the New York State Council on the Arts for the same project.

Applicants that previously received Preserve New York funding must have successfully completed their projects to be eligible for the 2019 grant round. State agencies, groups that steward state-owned buildings, NYS-owned sites, religious institutions, and private property owners are ineligible to apply.

What if I need support for a different preservation project?
Preserve New York grants only fund historic structure reports, building condition reports, cultural landscape reports and cultural resource surveys. *The PNY program is not able to provide any capital or "bricks and mortar" funding.* If you are seeking funding for other preservation projects or capital support, please see the NYSCA guidelines online at www.arts.ny.gov. The Preservation League staff can also advise on other funding sources.

Who may apply for Historic Structure, Building Condition, or Cultural Landscape Reports?
Groups may apply for site specific reports **only if they own the site or have at least a 6 year lease by the application deadline**. **Structures owned by private individuals but leased by nonprofits or municipalities are ineligible for this program.** If the applicant is a historic site, it must be open at least 120 days/year in order to qualify for the Preserve New York Program. This program also requires that a New York State Historic Resource Inventory Form be completed as part of the project if the building is not listed on the State and/or National Registers of Historic Places.

What is a Historic Structure Report?
A historic structure report is a comprehensive building documentation study, usually undertaken at the beginning of a major restoration or rehabilitation project.

A complete historic structure report should include:
- a description of the building's history, including its occupants
- a building construction chronology
- an analysis of its current condition
- drawings (may include sketches and measured drawings) and photographs
- recommendations for its restoration, rehabilitation or treatment
- preliminary cost estimates
- may also include a specialized conservation study (e.g. paint analysis)

For more information on historic structure reports, see the National Park Service's Preservation Brief 43, *The Preparation and Use of Historic Structure Reports.* For more information on how to nominate your site to the State or National Register of Historic Places, see the New York State Office of Historic Preservation's website.

What is a Building Condition Report?
A building condition report, like a historic structure report, is a comprehensive document usually undertaken at the beginning of a major restoration or rehabilitation project.

A building condition survey should include:
- an analysis of the building's overall current condition (interior and/or exterior)
- illustrations, either drawings (may include sketches and measured drawings) or photographs
- prioritized recommendations for the building's restoration, rehabilitation or treatment
- preliminary cost estimates

For more information on building condition reports, see the National Center for Preservation Technology and Training's website.

What is a Cultural Landscape Report?
A cultural landscape report is a comprehensive landscape documentation study, usually undertaken at the beginning of a major restoration or rehabilitation project.

A complete cultural landscape report should include, *at a minimum*:
- a description of the historic/physical development of the landscape
- an analysis of its current condition
- drawings (may include sketches and measured drawings) and photographs
- recommendations for its restoration, rehabilitation or treatment
- preliminary cost estimates

For more information on cultural landscape reports, see the National Park Service's Preservation Brief 36, *Protecting Cultural Landscapes: Planning, Treatment, and Management of Historic Landscapes.* For more information on how to nominate your site to the State or National Register of Historic Places, see the New York State Office of Historic Preservation's website.

What is a Cultural Resource Survey?
A cultural resource survey identifies, assesses and recognizes historic buildings, structures, and areas. A survey is undertaken when creating historic districts or otherwise planning for the preservation and revitalization of a historic area. A survey may be defined geographically (for example, a downtown commercial district or an

The Preserve New York Program is made possible by the New York State Council on the Arts (NYSCA) with the support of Governor Andrew M. Cuomo and the New York State Legislature, with additional support provided by The Robert David Lion Gardiner Foundation.

entire village) or thematically (for example, barns or canal-related buildings throughout a town). Depending on the project goals and how much survey work has been completed previously, support may be available for the preparation of:

- broad historic overview and existing conditions statements
- detailed descriptions of the historic buildings and sites within the survey area
- statements of historic and architectural significance
- photographs and maps
- nominations for local, state, and national historic designation

For National Register Nominations, please call your National Register staff person at the Field Services Bureau of the State Historic Preservation Office (SHPO) to discuss your project, (518) 237-8643. For survey projects, please contact the survey and evaluation unit at (518) 237-8643. For information on who to contact, please visit the SHPO website contact page, or call Kathy Howe, Survey and Evaluation Coordinator, (518) 268-2168.

Please visit the National Park Service website for information on the National Register. The National Park Service has links to all of its National Register informational Bulletins and Brochures, listed here. These brochures range from the basics on how to apply the National Register Criteria for Evaluation, to guides on evaluating and documenting many different types of cultural resources.

How can the grant money be used?
The grant program is intended to support the direct costs of carrying out the types of projects described above. These can include consultant fees and in-state travel, photography, report production costs, and other associated expenses. Grant funds cannot be used toward applicant staff time or overhead costs.

What is the likely grant award range?
Grants are likely to range between $3,000 and $10,000, although we also make smaller or larger grant awards.

Is a financial match required?
As of 2017, the program requires that each applicant contribute 20% of the project cost as a cash match. The Preservation League and the New York State Council on the Arts expect to see a project budget that reflects the applicant's meaningful commitment to the project. The consultant fee should reflect the applicant's understanding of the value of these professional services. Please note that this program may not be able to fully fund the grant amounts requested.

What are the funding considerations?
The grant panel members will evaluate proposals using three criteria modeled on the New York State Council on the Arts criteria:

1. Historic Preservation and Project Excellence
   - architectural and historic significance of the building, landscape or area
   - appropriateness of the project budget and consultant(s)
   - likelihood that significant restoration or planning work will result

2. Fiscal and Managerial Competence
   - applicant's ability to carry out the project within a stated schedule
   - applicant's ability to raise sufficient funds to complete the project
   - how this project fits with the applicant's long-term or strategic plan

3. Service to the Public
   - arts and cultural public programming
   - public programs meeting a community need
   - local project support

In 2019, the Preservation League especially encourages projects that:

- Advance the preservation of neighborhoods and downtowns that qualify for the New York State Rehabilitation Tax Credit programs.
- Continue the use of historic buildings such as museums, opera houses, theaters, and libraries for cultural, interpretive, and artistic purposes.
- Identify and preserve architecture and landscapes designed after World War II.

When are applications due?
Applications must be electronically submitted no later than **Monday, March 25, 2019.**

When will applicant groups be notified of the results?
Applicants will be notified by July 2019.

If your organization and your project meet these guidelines, please call the League staff to discuss your potential application. Prospective applicants MUST first discuss their potential project with the appropriate League staff person:

Frances Gubler, Manager of Technical & Grant Programs | (518) 462-5658 x 10 | fgubler@preservenys.org

The Preservation League of New York State is a private, not-for-profit organization that works to protect and enhance the Empire State's historic buildings, landscapes and neighborhoods. *The Preserve New York Grant Program is made possible through funding from the New York State Council on the Arts with the support of Governor Andrew M. Cuomo and the New York State Legislature, and additional support from The Robert David Lion Gardiner Foundation.*

The Preserve New York Program is made possible by the New York State Council on the Arts (NYSCA) with the support of Governor Andrew M. Cuomo and the New York State Legislature, with additional support provided by The Robert David Lion Gardiner Foundation.

PRESERVE NEW YORK

A signature grant program of the New York State Council on the Arts (NYSCA) and the Preservation League of NYS, with additional support from The Robert David Lion Gardiner Foundation for projects in Nassau & Suffolk Counties.

2019 APPLICATION FORM

Please complete and electronically submit this form, attachments, and ALL required supporting materials as described in the attached instructions (last page). Applications submitted after **March 25, 2019** will not be accepted. Only one request per group will be accepted for this program. Applicants cannot seek funding from Preserve New York and the New York State Council on the Arts for the same project. State agencies, groups that steward state-owned buildings, NYS-owned sites, religious institutions, and private property owners are ineligible to apply.

For further information, Frances Gubler, Mgr. of Technical & Grant Programs, 518-462-5658 x 10 or fgubler(at)preservenys(dot)org.

1. This application is for support of (check only one):

   Historic Structure Report (HSR)   Building Condition Report (BCR)   Cultural Landscape Report (CLR)

   Cultural Resource Survey (CRS)

2. Historic Resource: ____County ______________________

   Physical Address: ____

   Use:____

   Date of Construction: ___________   Landmark Status*:______________________________________

   NYS Assembly District #____   Assembly Member ____

   NYS Senate District #____   Senator____

3. Applicant/Owner:____   County _________________

   Mailing Address: ____

   Please provide an accurate mailing address for your applicant organization. All grant correspondence will be sent to the official contact listed at this address.

   Official Contact**: ____________________________________Title:_______________________________

   Project Contact***: ____________________________________Title:______________________________

   Telephone (day): _______________ (other): ______________ (e-mail): _____________________________

   Federal Tax Identification Number (required): ____

   Applicant status as of March 25, 2019 (check one):   501(c)3 of US IRC   Unit of Local Govt.

   Organization/Agency's Current Annual Budget: $_____________

   Incorporation Date, for nfp applicants only: ______________

Do you own your building? ____________ If “no,” please give the length of your lease: ____________________

Please note that the Preservation League can only consider lease agreements for site-specific project requests (HSR, BCR, CLR) that are at least 6 years or longer as of March 25, 2019.

4. Project Budget _____________ Grant Request _____________ Match _____________________________
   The Preservation League requires that the applicant demonstrate at least a 20% cash match toward the total project cost (consultant fees). Please be aware that this program may not be able to fully fund the amount requested.

5. Project Consultant____

   Name: ____ Telephone (day): _____________________________

   Address: ____ e-mail: _____________________________________

APPLICANT BACKGROUND

6. Does the organization or municipal agency have professional staff? Yes (Total # ____) No

7. If yes, attach a separate list of staff members relevant to this project. Indicate their titles, full-time or part-time status, and the number of years with the group. Also enclose a list of the Board of Directors, City/Town/Village Council Members and/or project committee. Indicate their professions.

8. On a separate page, please list the applicant organization’s mission statement.

9. If the applicant is a not-for-profit group, indicate the figures for membership as of March 25, 2019:________________
   For cultural institutions: give the 2018 visitation/attendance figures and the 2019 hours/days of operation, explaining as necessary how the applicant meets or plans to meet the requirement of being open for 120 days/year:

10. Briefly list recent preservation activities undertaken by the applicant group (if any):

11. Has the applicant received New York State Council on the Arts (NYSCA) funding in the past?

    Yes No

    Indicate the program, the most recent year(s), and amount(s) and include any General Operating Support (GOS) received:

Program	Year	Amount

12. Has the applicant registered/will register for any NYSCA program support by the 2019 deadline? ___Yes ___No

If yes, indicate program and amount of request:

Program	Amount requested
____	__________________
____	__________________
____	__________________

13. Municipalities only: Is your municipality a Certified Local Government (CLG)? Yes No

If yes, have you received funding from the CLG Program during the past three years? Yes No

Which year(s) and what projects?

If your municipality will apply for CLG funding in 2019 for a project, please describe in the space below:

THE HISTORIC RESOURCE(S)

14. In the space below, briefly state the property's historic and/or architectural significance. Mention building dates and architects, if known.

15. Describe any threats to the resource(s) in the space below:

16. Were any previous reports/surveys completed for the historic resource(s) of this project?

___ Yes ___ No If yes, list when, by whom, and the results of this earlier work:

17. Please provide a brief, **one paragraph** summary of the project below:

18. In a *separate summary letter*, please elaborate on the project by describing how the intended project meets the following evaluation criteria (*do not exceed two pages*):

a. Historic Preservation and Project Excellence
   - architectural and historic significance of the building, landscape or area
   - appropriateness of the project budget and consultant(s)
   - likelihood that significant restoration or planning work will result

b. Fiscal and Managerial Competence
   - applicant's ability to carry out the project within a stated schedule
   - applicant's ability to raise sufficient funds to complete the project
   - how this project fits with the applicant's long-term or strategic plan

c. Service to the Public
   - arts and cultural public programming
   - public programs meeting a community need
   - local project support

HISTORIC STRUCTURE REPORT, BUILDING CONDITION REPORT & CULTURAL LANDSCAPE REPORT REQUESTS ONLY:

The applicant must own or have a long-term (at least 6 year) lease on the subject property by March 25, 2019.

19. The scope of work will include the following (check all that apply):

description of historic development of resource
analysis of existing conditions
recommendations for repair/restoration/treatment
cost estimates
measured building drawings (plans and elevations)
sketch building drawings (plans and elevations)
landscape plans (site plans, planting plans)
photographs
other (please describe):____

20. Will the report inform future restoration of the structure/landscape?

____Yes ____No ____Uncertain If yes, when? ____

If "no" or "uncertain," describe what else will need to be accomplished before restoration can begin:

21. Describe the capital fundraising plans for commencing restoration:

CULTURAL RESOURCE SURVEY REQUESTS ONLY:

22. Explain how the scope of the survey has been defined (are the survey boundaries geographic, political or thematic?):

23. This project is a: ___ reconnaissance level survey ___ intensive level survey

 ___ nomination to the State and National Registers of Historic Places

 ___ other type: (explain):

24. The estimated number of resources included is:

25. Have you discussed this project with staff of the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP)? ____ Yes ____ No With whom and when?

 ____

26. Has OPRHP staff conducted a field visit to your project site? ____ Yes ____ No

 If one is scheduled, what is the date? ____

27. Are the resources in an eligible census tract for the New York State Rehabilitation Tax Credit program? Census tract information is online at https://cris.parks.ny.gov/ or contact the State Historic Preservation Office at 518-237-8643.

 Yes No

THE PROJECT BUDGET

The New York State Council on the Arts and the Preservation League expect to see a project budget that reflects the applicant's meaningful commitment to the project. It is also expected that the consultant fee structure reflects the applicant's understanding of the value of these professional services.

28. On a separate page, please enclose the project budget broken out by sources of income (including your organizational budget) and planned expenses. Lump sum figures are not acceptable.

 Income may include both cash support and in-kind donations of labor, materials and services. *Please be advised that the program requires applicants to contribute a 20% cash match of the total project cost.*

 Expenses may include consultant labor, in-state travel, telephone, photography, printing, clerical, etc., which are directly related to the project. The grant program will not fund administrative costs or staff time on behalf of the applicant.

 Please indicate hourly fees/rates or any unit costs of totals shown.

29. As an enclosure, please provide your consultant's scope of work that describes:
 a) tasks to be performed
 b) consultant fees and billing rates
 c) time schedule
 d) what will be included in final product(s) and/or report(s).

30. Other sources of funding (if any) for this project including from your group:

Source	Amount Requested	Date Requested	Status

31. Recognizing that full funding of the grant request may not be possible, describe what your group will do if only partial support is provided:

NOTES ABOUT APPLICATION FORM

- *Landmark Status (*)* for the *historic resource* refers to its designation status: National Historic Landmark, National Register, New York State Register, Local Landmark or Local Historic District, National Register-eligible.
- The *official contact (**)* will receive official notification of the funding decision.
- The *project contact (***)* will be contacted for any site visit by League staff. Both contacts may be the same, but neither should be a consultant or grant writer.

INSTRUCTIONS FOR ASSEMBLING THE *PRESERVE NEW YORK* APPLICATION PACKETS

Your cooperation with the following guidelines will greatly assist us with the review process.

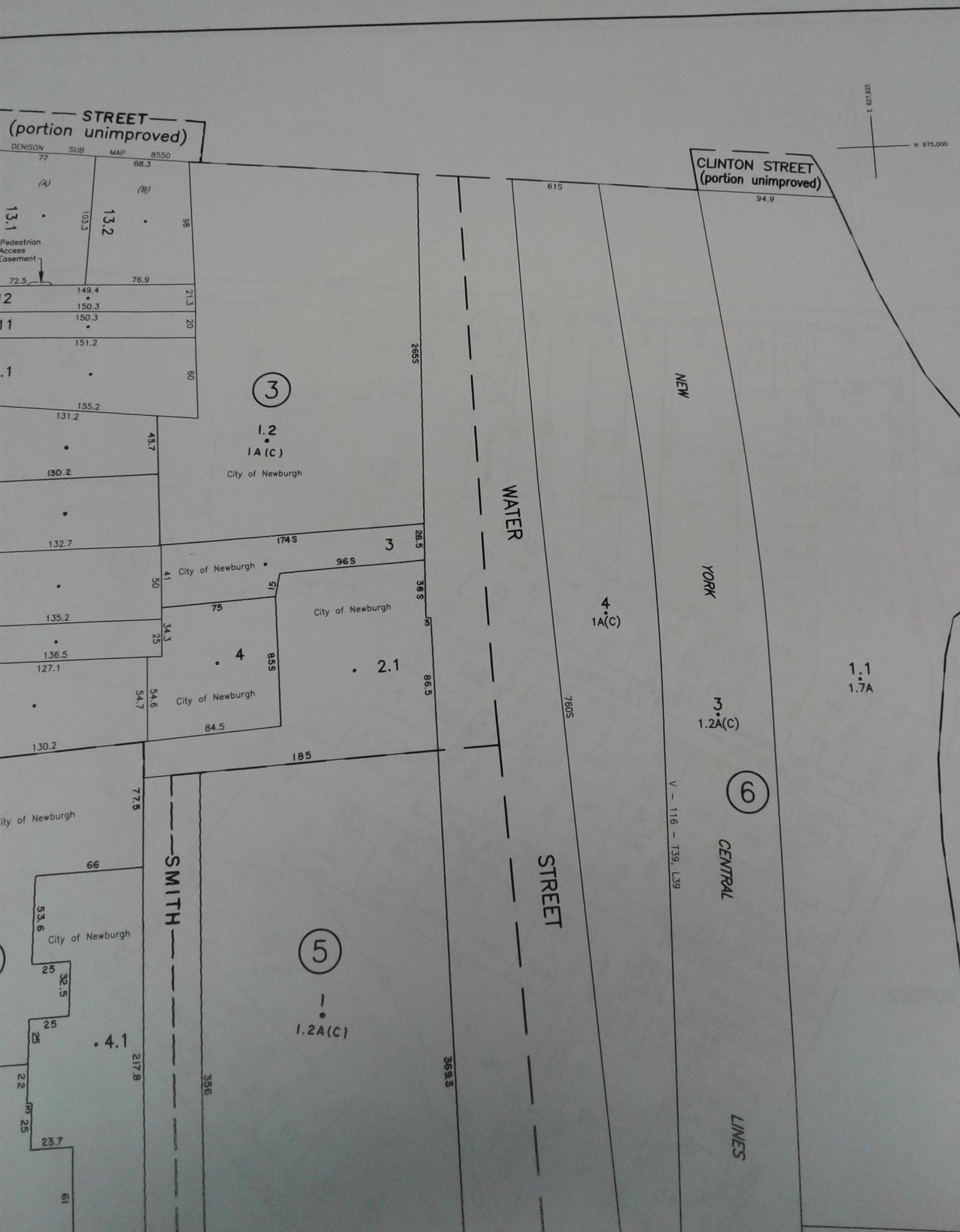
- Municipalities, please include a one-page budget summary, with detail for the department relevant to the application. Please do not send a full municipal budget. **Please note that we require a budget from every applicant.**
- You will need to submit pdf documents of the application materials. Please upload the documents as **text (.PDF) files, not as image files (.JPEG).** Photographs must be included as separate image files (.JPEG). Review of your application depends on compliance with this submittal procedure. Please see the list below for additional instructions.
- Support letters are optional and may be emailed with the rest of the application materials, or mailed separately to Preservation League of New York State, Attn: Preserve NY, 44 Central Ave, Albany, NY 12206. **Letters mailed to the League that are postmarked after March 25, 2019 will not be accepted.**
- Supplemental materials such as brochures and newsletters are optional and can be emailed or mailed in hard copy format to the address above. Please note that we are unable to return application materials, including publications, photographs, and CDs or images.

CHECKLIST OF ENCLOSURES

Please submit the following items "a-h" below as pdf documents, and item "i" as jpeg images by emailing them as attachments to the following email address:

grants@preservenys.org

a. A list of professional staff members or municipal staff relevant to this project.
b. List of Board of Directors, government officials and/or committee members.
c. The organization's or agency's current income and expenses (budget). We do not need an entire municipal budget from municipal applicants, only that of the particular department seeking funds. Please note that we require income and expense documentation from **every** applicant.
d. Summary letter – up to two pages signed by the leader of municipality or organization.
e. For CRS projects ONLY: Please include a map of the proposed survey area and boundaries.
f. Consultant(s) resume(s) – **no more than two pages**.
g. Project budget.
h. Consultant's scope of work.
i. No more than **ten** digital images (but no fewer than five), each titled with the name of the property/properties, showing the overall exterior of the building(s) or site(s) and relevant details, including areas needing repair as appropriate. For cultural resources survey, a typical streetscape is required. For historic structure or historic landscape reports, an overall photo is required. **Digital images must be submitted in the form of JPEG files. Please keep image size between 500KB and 1MB.**



STREET
(portion unimproved)
DENISON SUB MAP 8550
77
68.3
(A)
(B)
13.1
13.2
103.3
98
Pedestrian Access Easement
72.5
76.9
149.4
150.3
21.3
150.3
20
151.2
60
155.2
131.2
43.7
3
1.2
1A(C)
City of Newburgh
130.2
132.7
174S
26.5
3
City of Newburgh
96S
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51
38S
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City of Newburgh
135.2
34.3
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136.5
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85S
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86.5
84.5
130.2
185
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City of Newburgh
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City of Newburgh
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217.8
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23.7
61
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5
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WATER
STREET
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61S
760S
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YORK
CENTRAL
LINES
V – 116 – T39, L39
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(portion unimproved)
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1.7A
N 975,000
E 629,723

RESOLUTION NO.: ______ - 2019

OF

MARCH 11, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH HOUSE OF REFUGE TO ALLOW USE OF CITY OWNED PROPERTY LOCATED AT 140 BROADWAY FOR THE TUESDAY FARM MARKET

WHEREAS, the City of Newburgh is the owner of several parcels of real property located at 132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway"; and

WHEREAS, the Tuesday Farm Market has been held at 140 Broadway since 2012 and provides the following benefits:

1. To provide greater visibility to attract more buyers and vendors;
2. To promote positive activity on Broadway; and
3. To provide more space for Orange County agencies to provide information and conduct demonstrations for the community; and

WHEREAS, holding the Tuesday Farm Market at 140 Broadway requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into the attached license agreement with House of Refuge to allow access to and use of several City-owned properties for the purpose of holding the Tuesday Farm Market.

LICENSE AGREEMENT

This Agreement, made this _____ day of _______________, 2019, by and between the HOUSE OF REFUGE, with offices at 131 Broadway, Newburgh, New York 12550 as "LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor and in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway".

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 140 Broadway, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Second: Licensee agrees to use and maintain said facilities in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby.

Third: Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Fourth: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Fifth: This Agreement and the license or privilege term is from July 2, 2019 to October 29, 2019.

Sixth: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties hold said premises.

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said facilities shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _______________________________
JOSEPH P. DONAT
Interim City Manager
Per Resolution No.:

HOUSE OF REFUGE
LICENSEE

By: _________________________________
BISHOP JEFFREY WOODY

Approved as to Form:

____
TODD VENNING
City Comptroller

Approved as to Form:

____
MICHELLE KELSON
Corporation Counsel

RESOLUTION NO. __________ - 2019

OF

______________________, 2019

A RESOLUTION TO AMEND AND RESTATE THE BENEFIT PLAN FOR NON-BARGAINING UNIT EMPLOYEES

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No. 36-2016, which amended Resolution No. 163 -2007 and Resolution No. 33-2003, establishing a benefit plan for non-bargaining unit employees is hereby amended and the Benefit Plan For Non-Bargaining Unit Employees is hereby restated as follows:

Section 1: Covered Employees

This resolution shall apply to all salaried officers and salaried permanent employees of the City of Newburgh who work regular hours of no less than 35 hours per week and who are not members of any collective bargaining unit.

Section 2: Holidays

(a) Employees covered by this resolution shall be granted leave with pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving Day
Labor Day	Christmas Day

Section 3: Vacation

(a) All new employees must work one full year from their date of appointment before being eligible to take a vacation.

(b) Vacation may only be taken with the prior approval of the department head or the City Manager. Approval shall not be unreasonably withheld.

(c) Employees shall earn vacation time in accordance with the following schedule:

I. City Manager and Department Heads upon completion of

1 year	20 working days
2 years	21 working days
3 years	22 working days
4 years	23 working days
5 years	26 working days
6 years	28 working days
7 years	29 working days
8 years	30 working days
9 years	31 working days
10 years	32 working days
11+ years	33 working days

II. Deputies and Assistants upon completion of

1 year	15 working days
2 years	16 working days
3 years	17 working days
4 years	18 working days
5 years	20 working days
6 years	21 working days
7 years	22 working days
8 years	23 working days
9 years	24 working days
10 years	25 working days
11 years	26 working days
12 years	27 working days
13 years	28 working days
14 years	29 working days
15 years	30 working days

III. Administrative/Confidential Employees upon completion of

1 year	10 working days
2 years	15 working days
3 years	16 working days
4 years	17 working days
5 years	18 working days
6 years	20 working days
7 years	21 working days
8 years	22 working days
9 years	23 working days
10 years	24 working days
11 years	25 working days

12 years	26 working days
13 years	27 working days
14 years	28 working days
15 years	29 working days
16+ years	30 working days

Section 4: Sick Leave

(a) All employees shall receive 15 sick days per year.

(b) Employees shall be granted sick leave at half-pay for personal illness after all sick and vacation time has been exhausted but such sick leave at half pay shall not exceed one week for each complete year of service.

(c) When an employee is off the job due to illness, the City will continue to pay health insurance premiums for a maximum period of three months until a waiver of premium is executed.

(d) The City Manager may request an employee using sick leave to provide a doctor's certificate for an absence of more than three days.

(e) Commencing January 1, 2008, a non-bargaining unit employee with at least eight (8) years of employment with the City may seek to convert accrued and unused sick leave to a cash payment subject to the approval of the City Manager and the terms stated herein. The City Manager shall have sole discretion to approve or disapprove the employee's request, and the decision shall be non-reviewable. In addition to the requisite years of employment with the City, the employee must have no less than fifty (50) sick leave days accrued and unused remaining after the requested number of sick leave days is deducted from the employee's sick leave balance.

The employee shall be paid at 75% of the employee's daily rate of pay based on the employee's annual salary at the time of payment for each day of sick leave approved by the City Manager for conversion. The number of sick leave days converted to cash payment shall be deducted from the employee's sick leave balance.

An employee may request and/or receive payment for accrued sick leave no more frequently than once in a five (5) year period. An employee shall not be eligible for conversion of sick leave to cash payment for a five year period after the employee receives the payment provided herein.

Section 5: Personal Leave

All employees shall receive the following personal leave days:

During the first year of employment	1 day
During the second, third and forth year of employment	2 days
During the fifth and each subsequent year of employment	4 days

Section 6: Bereavement Leave

Employees shall be entitled to four (4) consecutive work days leave of absence with pay between the dates of death and funeral when a death occurs in the immediate family which shall include a grandparent, a grandparent-in-law, parent, mother-in-law, father-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law and grandchild. Provided that uniformed members of the police and fire departments covered by this Resolution shall receive the bereavement leave as is provided to subordinate members of their departments.

Section 7: Jury Duty Leave

Time off with full pay will be allowed for jury duty provided that any reimbursement check for said jury duty is submitted to the City. Payment received for mileage and meal allowance shall belong to the employee.

Section 8: Maternity Leave

Employees shall receive maternity leave to the same extent as it is granted to other employees of the City.

Section 9: Uniform Allowance

Employees covered by this Resolution who are uniformed members of the Police and Fire Departments shall receive the same clothing allowance as is provided to subordinate members in their respective departments.

Section 10: Health Insurance

(a) The City shall continue to participate in the New York State Health Insurance Plan and contribute one hundred percent (100%) of the premium for employees and other dependants and continue the present policy upon retirement.

(b) Health Insurance Waiver – an employee who is covered by another health insurance plan may decline the coverage provided herein on or before the 1st day of December of each year by executing a waiver on a form established by the Comptroller. An employee declining and waiving coverage shall receive a payment equal to 25% of the savings to the City on or before January 30 of the following year.

(c) All employees hired on or after February 10, 2003 shall contribute 10% of the cost of health insurance for the like of their employment with the City.

(d) All employees hired after February 8, 2016 shall contribute 15% of the cost of health insurance for the like of their employment with the City.

(e) Employees must have a minimum of ten (10) years of service with the City of Newburgh to be eligible to receive health insurance upon retirement.

Section 11: Dental and Optical Insurance

Effective January 1, 2008, employees shall be included in the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan on the same terms and conditions as provided to City employees covered by the CSEA collective bargaining agreement in effect for the period January 1, 2014 through December 31, 2016. This provision is subject to the approval by the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan of inclusion of non-bargaining unit City employees in said plans.

Section 12: Retirement

The City shall continue to participate in the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System.

Section 13: Severance

Upon the effective date of separation, retirement or death, the employee or the employee's beneficiary shall receive cash payment for seventy-five percent (75%) of unused sick leave at the employee's current salary, plus the cash value of all accrued but unused vacation leave.

Section 14: Longevity Schedule

A longevity payment is to be made on the anniversary date of the employee's hiring and annually thereafter in accordance with the following schedule.

Upon Completion of Stated Years of Employment	**January 1, 2019~~6~~**	**January 1, 2020**	**January 1, 2021**
5 years of employment	1,525~~375~~	1,675	1,825
10 years of employment	2,175~~025~~	2,325	2,475
15 years of employment	2,525~~375~~	2,675	2,825

Upon Completion of Stated Years of Employment	**January 1, 2019~~6~~**	**January 1, 2020**	**January 1, 2021**
18 years of employment	2,875~~725~~	3,025	3,175
20 years of employment	3,000~~2,850~~	3,150	3,300

Section 15: Life Insurance

The City shall provide to each employee a life insurance policy in the amount of two times the employee's annual salary.

Section 16: Deferred Compensation Plan

The City shall adopt the Deferred Compensation Plan for employees of the State of New York and other participating public jurisdictions open to employees covered by this resolution, pursuant to Section 5 of the State Finance Law. Employees may on one occasion during their employment contribute unused sick or vacation time to the deferred compensation plan at the rate of 75% of its cash value provided that such contribution is consistent with the rules of the plan and applicable to State and Federal statutes and regulations.

Section 17: Salary Increases

Effective in the first pay period following the date of this Resolution, ~~T~~the annual salary rates~~ies~~ and steps of each position~~all employees~~ covered by this Resolution will ~~are to~~ be increased by $2,500.00 above the rates in effect on January 1, 2019. Effective January 1, 2020, the annual salary rates and steps of each position will be increased by 2~~.5~~% above the rates in effect on December 31, 2019. Effective January 1, 2021, the salary rates and steps of each position will be increased by 2% above the rates in effect on December 31, 2020. Effective January 1, 2022, the salary rates and steps of each position will be increased 2% above the rates in effect on December 31, 2021.~~over the 2015 salaries and shall be effective in the first pay period after the date of this resolution.~~ Salary and s~~S~~tep increases are ~~as~~ reflected on Schedule B attached hereto~~ and shall be effective January 1, 2017~~.

Section 18: Fair Labor Standards Act

Employees subject to the Fair Labor Standards Act and covered by this Resolution shall receive compensatory time as required by the Fair Labor Standards Act for time worked in excess of 40 hours per week.

Section 19: Education

Subject to prior course approval by the City Manager, the full cost of tuition, books and school, not to exceed the tuition rate per credit hour as established by the State University of New York (New Paltz), incurred by any officer or employee covered by this resolution attending a certified educational institution or course which is related to said officer's or employee's duties shall be paid upon successful completion of said course and the submission of official grade reports to the City Manager. The cost of courses or education unrelated to an officer's or employee's duties or employment by the City shall not be paid by the City.

Section 20: Fitness for Duty

The City of Newburgh and its officers and employees recognize that the public has the absolute right to expect that persons employed by the City in the exercise of their duties will be free from the effects of alcohol and controlled substances. The City, as the employer, has the right to expect its employees to report for duty and to set a positive example for the community. The non-bargaining unit employees, by acceptance of the benefits conferred by this Resolution, recognize and agree that the City Manager has the right to adopt rules, regulations, policies and procedures to implement random testing of employees for the use of alcohol and controlled substance as to all employees who exercise public safety functions, operate City vehicles or equipment, have access to confidential information or information the divulgence of which would adversely affect public security or who exercise a public trust.

Section 21: Intent of the Council

It is the intent of this Council that

(a) the following are to be classed as Department Heads under this resolution:

City Manager, Comptroller, Police Chief, Fire Chief, Director of Business and Industrial Development, Code Compliance Supervisor, ~~Director of Community Development,~~ Corporation Counsel, Superintendent of Public Works, Superintendent of Water, Recreation Director, City Clerk/Registrar, Assessor, Collector, City Engineer and Civil Service Administrator.

(b) the following are to be classed as Deputies and Assistants under this resolution:

Assistant Corporation Counsel, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar, Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Executive Assistant and Crime Analyst.

(c) the following are to be classed Administrative/Confidential Employees under this resolution:

Business Services Coordinator, Secretary to the Director of Business and Industrial Development, ~~Economic Development Specialist,~~ Administrative Assistant to the City Manager, Secretary to the City Manager, Secretary to the Corporation Counsel, Secretary to the Police Chief, Secretary to the Fire Chief, Secretary to the Water Superintendent, Secretary to the Engineer and Secretary to the Superintendent of Public Works, Accountant and Grants Coordinator.

It is further the intent of this Council to preserve its discretion to enter into agreements for the employment of the City Manager outside the scope of this resolution as authorized by City Charter Section C5.00(A).

SCHEDULE A

Grade 1 Secretary to the Police Chief Secretary to the Superintendent of Public Works Secretary to the Director of Business and Industrial Development Secretary to the Corporation Counsel (I) Deputy City Clerk **Grade 2** Secretary to the Engineer Secretary to the Fire Chief Secretary to the Corporation Counsel (II) Secretary to the Water Superintendent Administrative Assistant to City Manager Deputy City Clerk/Registrar **Grade 3** City Clerk/Registrar Executive Assistant to City Manager Business Services Coordinator Grants Coordinator **Grade 4** Accountant Collector Civil Service Administrator Code Compliance Supervisor Recreation Director ~~Director of Community Development~~	**Grade 5** Deputy Superintendent of Public Works Deputy Superintendent of Water Assessor Crime Analyst **Grade 6** Assistant Corporation Counsel **Grade 7** Superintendent of Water Superintendent of Public Works Director of Business and Industrial Development Deputy Fire Chief City Engineer **Grade 7B** Deputy Police Chief **Grade 8** Corporation Counsel Comptroller Fire Chief Police Chief **Grade 9** City Manager** **The salary for the City Manager position is further subject to terms provided in an employment agreement between the City and the City Manager.

RESOLUTION NO.: ________ - 2019

OF

MARCH 11, 2019

A RESOLUTION OF THE CITY OF NEWBURGH SUPPORTING UNIVERSAL RENT STABILIZATION AND CONTROL

WHEREAS, the City of Newburgh values its ethnic, racial, linguistics, religious and socio-economic diversity. Our diversity is a source of our municipality's strength and the City of Newburgh City Council is committed to ensuring that all of our residents can live and pursue their livelihoods in peace, prosperity and in place; and

WHEREAS, the City of Newburgh has documented and identified unmet need for affordable housing opportunities to serve low and moderate income residents including but not limited to in our Consolidated Plan 2015-2019 as submitted to the U. S. Department of Housing and Urban Development (HUD) for the Community Development Block Grants (CDBG) program; and

WHEREAS, the City of Newburgh is currently working on its Master Plan which includes a chapter on housing needs; and

WHEREAS, our City is looking for ways to address affordability, currently state law does not provide local authority to form a local board that would determine annual allowable rental increases in order to protect tenants from arbitrary rent increases; and

WHEREAS, according to recently released United States Census data, the City of Newburgh has a high median rent in Orange County and in the City of Newburgh 53 percent of tenants are rent burden, needing 30 percent or more of their income (a standard affordability metric) to pay their rent; and

WHEREAS, the New York State's Emergency Tenant Protection Act (ETPA) of 1974 provides rental protections including rent stabilization whereby landlords are subject to regulated rent increases and tenants have the right to renewal leases; and

WHEREAS, under the current ETPA law only municipalities in Nassau, Westchester, Rockland counties and New York City are eligible to adopt a form of rent stabilization, resulting in rent control only applying to tenants in 8 of the state's 62 counties; and

WHEREAS, in 2019, New York State's Emergency Tenant Protection Act (ETPA) of 1974 will be expiring, presenting an opportunity for our leadership in Albany to improve and extend the tenants' rights moving forward;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh calls upon our leaders in Albany to strike the geographic restrictions from the ETPA so that local governments can take an active role addressing the cost of rental housing and to provide critical rental rights to tenants in the City of Newburgh and across the state; and

BE IT FURTHER RESOLVED, that the City of Newburgh supports and endorses S2892/A5030 which would pass new "good cause" eviction legislation to bring renters rights to tenants in smaller buildings and in manufactured home communities; and

BE IT FURTHER RESOLVED, that the City of Newburgh supports and endorses S6527/A6285 which would prohibit owners from adjusting the amount of preferential rent upon the renewal of a lease; and

BE IT FURTHER RESOLVED, that the City of Newburgh supports and endorses S1593/A9815 which relates to rent increases after vacancy of a housing accommodation and would eliminate the vacancy bonus; and

BE IT FURTHER RESOLVED, that the City of Newburgh supports and endorses S3482/A433 which would prevent landlords from being able to take apartments out of rent regulation when existing tenants leaves; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, Governor Andrew Cuomo, State Senator James Skoufis, State Assemblyman Jonathan Jacobson, County Executive Steve Neuhaus, Orange County Legislative Kevindarian Lujan, and Orange County Legislator Jim Kulisek.

STATE OF NEW YORK

2892

2019-2020 Regular Sessions

IN SENATE

January 30, 2019

Introduced by Sen. SALAZAR -- read twice and ordered printed, and when printed to be committed to the Committee on Judiciary

AN ACT to amend the real property law, in relation to prohibiting eviction without good cause

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property law is amended by adding a new article 6-A to read as follows:

ARTICLE 6-A

PROHIBITION OF EVICTION WITHOUT GOOD CAUSE

Section 210. Short title.
211. Definitions.
212. Applicability.
213. Necessity for good cause.
214. Grounds for removal of tenants.
215. Preservation of existing requirements of law.
216. Waiver of rights void.

§ 210. Short title. This article shall be cited as the "Prohibition of eviction without good cause law".

§ 211. Definitions. 1. The term "housing accommodation", as used in this article shall mean any residential premises, including a mobile home or land in a mobile home park.

2. The term "landlord" as used in this article shall mean any owner, lessor, sublessor, assignor, or other person receiving or entitled to receive rent for the occupancy of any housing accommodation or an agent of any of the foregoing.

3. The term "tenant" as used in this article shall mean a tenant, sub-tenant, lessee, sublessee, assignee, manufactured home tenant as defined in paragraph one of subdivision a of section two hundred thirty-three of this chapter, an occupant of a rooming house or hotel as defined in section seven hundred eleven of the real property actions and

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD07492-01-9

proceedings law or any other person entitled to the possession, use or occupancy of any housing accommodation.

4. The term "rent" as used in this article shall mean any consideration, including any bonus, benefit or gratuity demanded or received for or in connection with the possession, use or occupancy of housing accommodations or the execution or transfer of a lease for such housing accommodations.

5. The term "disabled person" as used in this article shall mean a person who has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which substantially limit one or more of such person's major life activities.

§ 212. Applicability. This article shall apply to all housing accommodations except:

1. owner-occupied premises with less than four units;

2. premises sublet pursuant to section two hundred twenty-six-b of this chapter, or otherwise, where the sublessor seeks in good faith to recover possession of such housing accommodation for his own personal use and occupancy;

3. premises the possession, use or occupancy of which is solely incident to employment and such employment is being lawfully terminated; and

4. premises otherwise subject to regulation of rents or evictions pursuant to state or federal law to the extent that such state or federal law requires "good cause" for termination or non-renewal of such tenancies.

§ 213. Necessity for good cause. No landlord shall, by action to evict or to recover possession, by exclusion from possession, by failure to renew any lease, or otherwise, remove any tenant from housing accommodations covered by section two hundred twelve of this article except for good cause as defined in section two hundred fourteen of this article.

§ 214. Grounds for removal of tenants. 1. No landlord shall remove a tenant from any housing accommodation, or attempt such removal or exclusion from possession, notwithstanding that the tenant has no written lease or that the lease or other rental agreement has expired or otherwise terminated, except upon order of a court of competent jurisdiction entered in an appropriate judicial action or proceeding in which the petitioner or plaintiff has established one of the following grounds as good cause for removal or eviction:

(a) The tenant has failed to pay rent due and owing, provided however that the rent due and owing, or any part thereof, did not result from a rent increase which is unconscionable or imposed for the purpose of circumventing the intent of this article. In determining whether all or part of the rent due and owing is the result of an unconscionable rent increase, it shall be a rebuttable presumption that the rent for a dwelling not protected by rent regulation is unconscionable if said rent has been increased in any calendar year by a percentage exceeding one and one-half times the annual percentage change in the Consumer Price Index for the region in which the housing accommodation is located, as established the August preceding the calendar year in question;

(b) The tenant is violating a substantial obligation of his or her tenancy, other than the obligation to surrender possession, and has failed to cure such violation after written notice that the violation cease within ten days of receipt of such written notice, provided however, that the obligation of tenancy for which violation is claimed was not imposed for the purpose of circumventing the intent of this article;

(c) The tenant is committing or permitting a nuisance in such housing accommodation, or is maliciously or by reason of negligence damaging the housing accommodation; or the tenant's conduct is such as to interfere with the comfort of the landlord or other tenants or occupants of the same or adjacent buildings or structures;

(d) Occupancy of the housing accommodation by the tenant is in violation of or causes a violation of law and the landlord is subject to civil or criminal penalties therefore; provided however that an agency of the state or municipality having jurisdiction has issued an order requiring the tenant to vacate the housing accommodation. No tenant shall be removed from possession of a housing accommodation on such ground unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not through neglect or deliberate action or failure to act create the condition necessitating the vacate order. In instances where the landlord does not undertake to cure conditions of the housing accommodation causing such violation of the law, the tenant shall have the right to pay or secure payment in a manner satisfactory to the court, to cure such violation provided that any tenant expenditures shall be applied against rent to which the landlord is entitled. In instances where removal of a tenant is absolutely essential to his or her health and safety, the removal of the tenant shall be without prejudice to any leasehold interest or other right of occupancy the tenant may have and the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. Nothing herein shall abrogate or otherwise limit the right of a tenant to bring an action for monetary damages against the landlord to compel compliance by the landlord with all applicable state or municipal laws or housing codes;

(e) The tenant is using or permitting the housing accommodation to be used for an illegal purpose;

(f) The tenant has unreasonably refused the landlord access to the housing accommodation for the purpose of making necessary repairs or improvements required by law or for the purpose of showing the housing accommodation to a prospective purchaser, mortgagee or other person having a legitimate interest therein;

(g) The landlord seeks in good faith to recover possession of a housing accommodation located in a building containing fewer than twelve units because of immediate and compelling necessity for his or her own personal use and occupancy as his or her principal residence, or the personal use and occupancy as principal residence of his or her spouse, parent, child, stepchild, father-in-law or mother-in-law, when no other suitable housing accommodation in such building is available. This paragraph shall permit recovery of only one housing accommodation and shall not apply to a housing accommodation occupied by a tenant who is sixty-two years of age or older or who is a disabled person;

(h) The landlord seeks in good faith to recover possession of any or all housing accommodations located in a building with less than five units to personally occupy such housing accommodations as his or her principal residence.

2. A tenant required to surrender a housing accommodation by virtue of the operation of paragraph (g) or (h) of subdivision one of this section shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a

proposed use of the housing accommodation. In any action or proceeding brought pursuant to this provision a prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees.

3. Nothing in this section shall abrogate or limit the tenant's right pursuant to section seven hundred fifty-one of the real property actions and proceedings law to permanently stay the issuance or execution of a warrant or eviction in a summary proceeding, whether characterized as a nonpayment, objectionable tenancy, or holdover proceeding, the underlying basis of which is the nonpayment of rent, so long as the tenant complies with the procedural requirements of section seven hundred fifty-one of the real property actions and proceedings law.

§ 215. Preservation of existing requirements of law. No action shall be maintainable and no judgment of possession shall be entered for housing accommodations pursuant to section two hundred fourteen of this article, unless the landlord has complied with any and all applicable laws governing such action or proceeding and has complied with any and all applicable laws governing notice to tenants, including without limitation the manner and the time of service of such notice and the contents of such notice.

§ 216. Waiver of rights void. Any agreement by a tenant heretofore or hereinafter entered into in a written lease or other rental agreement waiving or modifying his or her rights as set forth in this article shall be void as contrary to public policy.

§ 2. This act shall take effect immediately and shall apply to actions and proceedings commenced on or after such effective date.

Fact Sheet #8: Emergency Tenant Protection Act of 1974 (ETPA) - Chapter 576 Laws of 1974 as Last Amended

This bulletin provides only general information concerning ETPA. For specific information, refer to the full text of the Act.

In Nassau, Rockland and Westchester counties, rent stabilization applies to non-rent controlled apartments in buildings of six or more units built before January 1, 1974 in localities that have declared an emergency and adopted ETPA. In order for rents to be placed under regulation, there has to be a rental vacancy rate of less than 5% for all or any class or classes of rental housing accommodations. Some municipalities limit ETPA to buildings of a specific size, for instance, buildings with 20 or more units.

Certain types of housing accommodations are not included in the provisions of ETPA, for example: housing accommodations in buildings containing less than six dwelling units; rent controlled apartments; motor courts; tourist homes; nonprofit units; governmentally supervised housing; and housing accommodations in buildings completed on, or after, January 1, 1974.

The Rent Regulation Reform Act of 1993 (RRRA) exempts certain apartments from regulation. See Fact Sheet #1: "Rent Control and Rent Stabilization" (/Rent/FactSheets/index.htm#fac1) for information on the deregulation of high rent apartments and the deregulation of high rent apartments occupied by high income tenants. Apartments in buildings converted to co-op or condo ownership that are or become vacant on or after July 7, 1993 are exempt from rent regulation.

Each municipality declaring an emergency and adopting local legislation pays the cost of administering ETPA. In turn, each municipality can charge the owners of housing accommodations a fee up to $10 per unit per year as the Act provides.

The local rent guidelines boards (one each in Nassau, Rockland, and Westchester counties) set maximum allowable rates for rent increases in stabilized apartments. These guidelines rates are set once a year and are effective for leases beginning on or after October 1st of each year.

For more information or assistance, call the DHCR Rent InfoLine, or visit your Borough or County Rent Office (/AboutUs/contact.htm#ora).

Revised: 04/02

Last updated on 04/30/02

RESOLUTION NO.: ________-2019

OF

MARCH 11, 2019

A RESOLUTION OF THE CITY COUNCIL DESIGNATING MARCH 20, 2019 AS INTERNATIONAL DAY OF HAPPINESS IN THE CITY OF NEWBURGH

WHEREAS, by Resolution 66/281 of July 12, 2012, the General Assembly of the United Nations proclaimed March 20th as the International Day of Happiness recognizing the relevance of happiness and well-being as universal goals and aspirations in the lives of human beings around the world and recognized the need for a more inclusive, equitable and balanced approach to economic growth that promotes, sustainable development, poverty eradication, happiness and the well-being of all peoples; and

WHEREAS, since 2013, the United Nations has celebrated the International Day of Happiness as a way to recognize the importance of happiness in the lives of people around the world; and

WHEREAS, the City of Newburgh finds that joining with the United Nations and other groups, governments and peoples on Wednesday, March 20, 2019 to take part in International Day of Happiness 2019 to focus on the importance of relationships, kindness and helping each other is in the best interests of the City of Newburgh, its residents and stakeholders;

NOW, THEREFORE, BE IT RESOLVED, that We, the City Council of the City of Newburgh of the State of New York, do hereby join the United Nations and all of its partners across the world in designating Wednesday, March 20, 2019 as International Day of Happiness 2019 in the City of Newburgh focusing on the importance of relationships, kindness and helping each other to enhance the quality of life of all people.

United Nations A/RES/66/281

General Assembly

Distr.: General
12 July 2012

Sixty-sixth session
Agenda item 14

Resolution adopted by the General Assembly on 28 June 2012

[*without reference to a Main Committee (A/66/L.48/Rev.1)*]

66/281. International Day of Happiness

The General Assembly,

Recalling its resolution 65/309 of 19 July 2011, which invites Member States to pursue the elaboration of additional measures that better capture the importance of the pursuit of happiness and well-being in development with a view to guiding their public policies,

Conscious that the pursuit of happiness is a fundamental human goal,

Recognizing the relevance of happiness and well-being as universal goals and aspirations in the lives of human beings around the world and the importance of their recognition in public policy objectives,

Recognizing also the need for a more inclusive, equitable and balanced approach to economic growth that promotes sustainable development, poverty eradication, happiness and the well-being of all peoples,

1. *Decides* to proclaim 20 March the International Day of Happiness;

2. *Invites* all Member States, organizations of the United Nations system and other international and regional organizations, as well as civil society, including non-governmental organizations and individuals, to observe the International Day of Happiness in an appropriate manner, including through education and public awareness-raising activities;

3. *Requests* the Secretary-General to bring the present resolution to the attention of all Member States, organizations of the United Nations system and civil society organizations for appropriate observance.

118th plenary meeting
28 June 2012

11-47568

LOCAL LAW NO.: ______ - 2019

OF

MARCH 11, 2019

A LOCAL LAW AMENDING CHAPTER 276 ENTITLED "TOBACCO" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO ADD ARTICLE II ENTITLED "SMOKING, OUTDOOR"

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 276 "Tobacco" be and is hereby amended to add Article II, "Smoking, Outdoor" as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 276 entitled 'Tobacco' and to add Article II entitled 'Smoking, Outdoor' to the Code of Ordinances of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

The primary purpose of this Article is to reduce the proximate exposure of the public, especially children, to the hazards and annoyance of secondhand tobacco smoke and e-cigarettes. This legislation is intended to reduce litter and possible contamination from discarded cigarette butts in public places and to reduce the likelihood that young persons will initiate tobacco use and vaping by reducing the incidence of public smoking in places where young persons are likely to be present.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article II entitled "Smoking, Outdoor" to Chapter 276 entitled "Tobacco" to read as follows:

ARTICLE II. SMOKING, OUTDOOR

§ 280-1. Legislative authority.

A. Pursuant to the New York State Constitution, the City Council of the City of Newburgh may adopt and amend laws pertaining to the protection, conduct, safety, health and well-being of the persons and property in the City.
B. The Clean Indoor Air Act, adopted by the New York State Legislature as Public Health Law, Article 13-E, §1399-n et seq., addresses indoor smoking only and specifically provides that "nothing herein shall be construed to restrict the right of any county, city, town, or village

to adopt and enforce additional local law, ordinances or regulations which comply with at least the minimum applicable standards set forth in this article."

§ 280-2. Definitions.
As used in this Chapter, the following terms shall have the meanings indicated:

CHILDREN means persons under the age of 18 years.

CITY-OWNED BUILDING means any structure owned by the City of Newburgh, except for any vacant structure not used for municipal purposes and any such structure that is subject to a written lease to another party, provided such lease was entered into prior to the effective date of this chapter and provided such lease does not give the City the authority to regulate outdoor smoking on the leased premises.

E-CIGARETTE means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides a vapor of liquid nicotine, and/or other substances mixed with propylene glycol to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

ENTRANCE means the location by which persons may enter a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "entrance" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

EXIT means the location by which persons may leave a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "exit" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

FACILITY means the structures and activity areas, which may be partially enclosed or unenclosed, associated with an operation (which operation may be governmental, recreational, educational, commercial or of another type).

MASS TRANSIT SHELTER means a structure that has a roof and intended for use by persons waiting for a bus or other mass transit vehicle.

MOBILE VENDING means an activity consisting of the offering of goods and/or services for sale from a nonpermanent base of operations, including but not necessarily limited to a cart, kiosk, table or vehicle.

OUTDOOR DINING means an activity consisting of the provision of facilities that are available to members of the public (with or without payment) for eating and/or drinking in an area that is not fully enclosed by a permanent structure (walls, roof, etc.).

OUTDOOR RECREATION AREA means an area that is not fully enclosed and that is designated for recreational purposes or activities.

PAVILION means a structure that is at least partially unenclosed (for example, with open sides) and that is intended for public use.

PERMIT means written permission for an activity proposed to be conducted on property of the City of Newburgh, including any conditions placed upon such permission, issued and signed by the appropriate regulatory authority of the City.

PLAYGROUND means an outdoor recreation area that is designed and intended for use by children and for the purposes of this chapter, a playground that is fenced or otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation; a playground that is not fenced or otherwise demarcated shall be deemed to include all open space that is associated with or adjacent to it.

PLAYING FIELD means that portion of an outdoor recreation area that is set up and marked in some way for the playing of one or more specific games (such as baseball, football or soccer) and for the purposes of this chapter, a playing field that is fenced or the outside perimeter of which is otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation, together with any bleachers or other, designated viewing area; a playing field that is not fenced or otherwise demarcated (as to its outside perimeter) shall be deemed to include all of the area customarily required for playing the game for which it is being used, together with any bleachers or other designated viewing area.

SMOKE means the emission produced by the burning of a tobacco product or tobacco-related product or the heating of an e-cigarette which creates a vapor.

SMOKING means the burning of a tobacco product or tobacco-related product or the heating or ignition of an e-cigarette which creates a vapor.

TOBACCO PRODUCT or TOBACCO-RELATED PRODUCT means any manufactured product containing tobacco or nicotine, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, shisha, powdered and/or dissolvable tobacco products, liquid nicotine and electronic cigarette cartridges, whether packaged or not; any packaging that indicates it might contain any substance containing tobacco or nicotine; or any object utilized for the purpose of smoking or inhaling tobacco or nicotine products. However, "Tobacco Product" or "Tobacco-Related Product" does not include any product that has been approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a tobacco use cessation product or for other medical purposes and is being marketed and sold solely for that approved purpose.

§ 280-3. Outdoor smoking prohibited in certain public places.
Smoking shall not be permitted and no person shall smoke in the following outdoor areas:

A. Smoking shall be prohibited in the following City parks:

Downing Park (the area between and bounded on the north by South Street; on the east by Dubois Street; on the south by Third Street and on the west by Robinson Avenue; as shown on the Tax Map of the City of Newburgh as Section 17, Block 9, Lot 1 and Section 17, Block 10, Lot 1)

Delano-Hitch Recreation Park, including the Activity Center, Stadium, Skateboard Park, Aquatic Center and Athletic Fields, (the area between and bounded on the north by Washington Street; on the east by Robinson Avenue; on the south by South William Street and on the west by Lake Street; as shown on the Tax Map of the City of Newburgh as Section 34, Block 4, Lot 1.22)

Newburgh Landing Park (the area between and bounded on the north by Fourth Street, on the west by Front Street, on the east by the Hudson River and on the south by Third Street)

Clinton Square Park (the area between and bounded on the south by Third Street, on the east by Bush Avenue, on the north by Bush Avenue and on the west by Fullerton Avenue)

Ward Brothers Memorial Rowing Park (the area beginning at the intersection of Renwick Street and River Street, along the former line of the Newburgh-New Windsor Turnpike, along the westerly boundary of the Wastewater Treatment Plant property, as shown on the Tax Map of the City of Newburgh as Section 49, Block 1, Lot 5.1)

Hasbrouck Street Park (10-14 Hasbrouck Street, as shown on the Tax Map of the City of Newburgh as Section 38, Block 3, Lot 35.1)

Tyrone H. Crabb Memorial Park (Grand Street and South Street, as shown on the Tax Map of the City of Newburgh as Section 12, Block 2, Lot 6)

Audrey L. Carey Family Park (Liberty Street, as shown on the Tax Map of the City of Newburgh as Section 18, Block 8, Lot 1.2)

B. Smoking shall be prohibited in the following outdoor recreation areas:

Lily Street Tennis Courts (Lily Street, as shown on the Tax Map of the City of Newburgh as Section 16, Block 2, Lot 1)

Gidney Avenue Basketball Court (Gidney Avenue, as shown on the Tax Map of the City of Newburgh as Section 11, Block 4, Lot 34.1)

Washington Street Boat Launching Ramp (foot of Washington Street)

Frank Masterson Recreation Area

C. Smoking shall be prohibited in other areas or at events where persons cannot readily escape nearby second-hand smoke, as follows:

1. Within any outdoor dining area, whether covered or not, located on City-owned property as follows:
   a. Within any seating area for outdoor dining and/or drinking associated with a bar or restaurant that is on City property and subject to a City license and that is in use for that purpose; and
   b. Within any seating area for outdoor dining and/or drinking, established or maintained by the City or its agent, that is in use for that purpose.

2. On any public property that is within 25 feet of the area occupied by a mobile vending cart or other mobile vendor operating on City-owned or City-leased property.

3. At outdoor events on City-owned property, as follows:
   a. Within the outdoor seating and viewing areas for open-air concerts, dances, parades, other performances, lectures, motion-picture or video presentations or similar open-air presentations for which a permit from the City is required and when in use for that purpose.
   b. Within the outdoor seating and viewing areas associated with unenclosed or partially enclosed sports areas or similar open-air recreational facilities.
   c. During outdoor festivals, block parties and similar events on public property, for which a permit from the City is required, that will involve the concentration of persons in small or constrained spaces. For such an event, smoking is prohibited within the area covered by the City permit, except within a designated smoking area as described in subsection C(3)(d), below.
   d. If the sponsor of an outdoor event (per subsection C(3)(a), (b) or (c) above) wishes to allow smoking at the event, the sponsor must propose and request from the City a designated smoking area associated with the event, which must be so marked, may not be in a permanently smoke-free area and would result in little or no direct exposure of nonsmokers to second-hand smoke; if no such exception is requested and granted, the event must be entirely smoke free.

4. Any licensee or permit holder for an outdoor dining area, vending or outdoor event on City-owned property shall be required to inform members of the public of applicable restrictions on outdoor smoking (for example, through signs posted on a mobile vending cart, at the perimeter of an outdoor dining area or outdoor event and/or in the publicity for an event).

D. Smoking shall be prohibited in certain other areas, as follows:

1. Outside City-owned buildings, as follows: at all times, on any public property within 25 feet of any entrance or exit or window or ventilation intake for any building owned by the City of Newburgh.
2. Inside, or on any public property within 25 feet of, any mass transit shelter.
3. At facilities leased or licensed to others, as follows:
   a. Whenever the City is negotiating a new or renewed lease or license for use of City land or buildings, the City shall include in such lease or license a provision that will apply outdoor smoking rules comparable to those for other, comparable City property (as set forth herein)
   b. As for existing leases, where this chapter would not apply automatically, the City shall ask such lessees to agree (voluntarily) to operate the outdoor areas of the leased premises in a manner that is consistent with City regulation of smoking in comparable outdoor areas.

§ 280-4. Penalties for offenses.

Any person found to be in violation of any provision of this Article by smoking in an area where outdoor smoking is hereby prohibited shall be guilty, upon conviction, of an offense punishable by a fine of not less than $50.00 for the first violation; not more than $100.00 for a second violation; and not more than $250.00 for the third and each subsequent violation. Each day on which a violation occurs shall be considered a separate and distinct violation.

§ 280-5. Severability

The provisions of this Local Law are declared to be severable, and if any section or subsection of this Article is held to be invalid, such invalidity shall not affect the other provisions of this Article that can be given effect without the invalidated provision.

SECTION 4 - VALIDITY

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

SECTION 5 – EFFECTIVE DATE

This Local Law and shall be effective on May 1, 2019 and upon the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: ________ - 2019

OF

MARCH 11, 2019

A RESOLUTION APPOINTING MEMBERS
TO THE CITY OF NEWBURGH BOARD OF ETHICS

WHEREAS, the Code of Ordinances of the City of Newburgh, § 34-5 provides for the appointment of members to the Board of Ethics; and

WHEREAS, said Board shall consist of five members, a majority of whom shall not be officers or employees of the City of Newburgh; and

WHEREAS, it is necessary to appoint new members to fill vacancies now existing on the Board of Ethics and to reappoint an existing member; and

WHEREAS, several citizens have expressed their interest in donating their time and efforts to this Board;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Barbara Smith and Nicholas Valentine be and are hereby appointed to the Board of Ethics for a new five (5) year term commencing on April 1, 2019 and expiring on March 31, 2024; and

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Valerie E. Larry is hereby re-appointed to the Board of Ethics for a five (5) year term commencing retroactively on January 14, 2017 and ending on January 13, 2022.

Mr. Joseph Donat acting City Manager
City of Newburgh N. Y.
February 22, 2019

Dear Mr. Donat,

I would like to confirm the discussion we had on January 29 informing you that I am interesting in returning to the Board of Ethics. That brief hiatus reignited my understanding and desire to serve on this Board.
I have the willingness and the ability resume my duties.
After resigning from the Board I was expecting replacements to fill the position, because this did not happen I am requesting that you consider my returning.

Thank you very much for the opportunity to volunteer my services.

Respectfully Yours,
Barbara J Smith

Barbara J Smith

January 23, 2019

Office of the City Manager,
Attn Joseph Donat

RECEIVED
1/29/19
JD

Dear Mr. Donat,

I would like to apply for the position of Board Member with the City of Newburgh Ethics Board. As a former councilman and 2 turm Mayor I have extensive experience in the workings of municipal government.

Thank you for considering my request. I am available to meet or speak with you if you have any questions.

Sincerely,

NIcholas Valentine

Nicholas Valentine
281 Broadway
Newburgh NY 12550

City Hall
City of Newburgh
83 Broadway
Newburgh NY 12550

Office of the City Manager
Joseph Donat

12550-569699

Mr. Joseph Donat,

My name is Valarie E Larry resident of the City of Newburgh and member of the Board of Ethics. I am writing to request to continue my participation on the Board of Ethics.

Any questions please feel free to reach me at 845.401.7245 or at Vlarrympa@gmail.com.

Best regards,

Valarie E Larry, MPA