



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

June 10, 2019
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence (Prayer)/ Momento de Silencio (Rezo)
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on May 28, 2019 and the City Council Special Meeting on June 6, 2019
5. City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

6. Resolution No. 138 - 2019 - Schedule a Public Hearing for the Community Development Block Grant Five Year Consolidated Plan

Resolution scheduling a public hearing for July 8, 2019 to hear public comment regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the 2020-2024 Five year consolidated plan and Fiscal Year 2020 Annual Action Plan.

Una resolución programando una audiencia public para el 8 de julio de 2019 para recibir comentarios públicos sobre viviendas y las necesidades de desarrollo comunitario de la Ciudad de Newburgh y para recibir comentarios públicos sobre las acciones propuestas de la Ciudad de Newburgh sobre la Subvención del Programa de Desarrollo de los Bloques

Comunitarios para el Plan Consolidado de Cinco años 2020-2024 y el Plan de Acción Anual del Año Fiscal 2020.

7. Resolution No. 139 - 2019 - Basis of Design Report Brown's Pond Generator

Resolution authorizing the City Manager to accept a proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. to prepare a basis of design report for a permanent generator installation at the Brown's Pond Pump Station at a cost not to exceed \$7,500.00. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo de servicios profesionales de ingeniería con Arcadis de Nueva York, Inc. Para preparar una base del reporte de diseño para la instalación de un generador en la estación de bombeo del Charco de Brown a un costo que no exceda \$7,500.00. (Jason Morris)

8. Resolution No. 140 - 2019 - Sewer Fund Contingency Transfer -- emergency sewer main repair at Broad Street and Grand Street

Resolution amending Resolution No: 364-2018, The 2019 Budget for the City of Newburgh, New York to transfer \$77,372.56 from Sewer Fund Contingency Emergency to Sewer Fund – Other Services to fund a sewer main repair at Broad Street and Grand Street. (Todd Venning)

Una resolución enmendando Resolución Núm. 364-2018, el Presupuesto del 2019 de la Ciudad de Newburgh, Nueva York para transferir \$77,372.56 de los fondos de Contingencia de Emergencia del Alcantarillado a los Fondos del Alcantarillado – Otros Servicios para financiar una reparación de alcantarillado principal en la Calle Broad y la Calle Grand. (Todd Venning)

9. Resolution No. 141 - 2019 - 17 Johnston Street - Site Development Agreement

A resolution authorizing the city Manager to execute a site development agreement with the Newburgh Ministry for the transfer and redevelopment of property located at 17 Johnston Street (Michelle Kelson & Ali Church)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de desarrollo de sitio con "The Newburgh Ministry" para la transferencia y reurbanización de la propiedad ubicada en la 17 de la Calle Johnston (Sección 30, Bloque 1, Lote 21) (Michelle Kelson y Ali Church)

10. Resolution No. 142 - 2019 - Purchase of 33 Shipp Street

Resolution to authorize the conveyance of real property known as 33 Shipp Street (Section 14, Block 1, Lot 11) at private sale to Ronald and Jacqueline DiPietro for the amount of \$80,000.00. (Ali Church)

Una resolución autorizando el traspaso de bienes raíces conocidas como la 33 de la Calle Shipp (Sección 14, Bloque 1, Lote 11) en una venta privada a Ronald y Jacqueline DiPietro por la cantidad de \$80,000.00. (Ali Church)

11. Resolution No. 143 - 2019 - 155 Lander Street - Release of Covenants
Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Robert Urie and Erika Urie to the premises known as 155 Lander Street (Section 18, Block 4, Lot 45) (Michelle Kelson)

Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y Derecho de Reingreso de una escritura a Robert Urie y Erika Urie para las instalaciones conocidas como la 155 de la Calle Lander (Sección 18, Bloque 4, Lote 45) (Michelle Kelson)

12. Resolution No. 144 - 2019 - Award of Bid No.18.19 to Upstate Concrete & Masonry Contracting, Inc. for sidewalks associated with the Newburgh Skatepark

Resolution authorizing the award of a bid and the execution of a contract with Upstate Concrete & Masonry Contracting Co., Inc. in the amount of \$9,995.00 for sidewalk construction at the Skateboard Park in the Delano-Hitch Recreation Park. (Ali Church)

Una resolución autorizando la otorgación de una licitación y la ejecución de un contrato con "Upstate Concrete & Masonry Contracting Co., Inc." Por el monto de \$9,995.00. para construcción de aceras en el Parque de Patinaje en el Parque de Recreación Delano-Hitch. (Ali Church)

13. Resolution No. 145 - 2019 - Ferry Parking Lot Lease Agreement

Resolution authorizing the City Manager to execute an Agreement of Lease with Riverside Newburgh Realty, LLC for the continued lease of vacant real property known as Section 31, Block 5, Lots 13.2 and 14 for the purpose of providing parking for the Newburgh-Beacon Ferry commuters. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un Acuerdo de Arrendamiento con "Riverside Newburgh Realty, LLC" para la continuación del arrendamiento de bienes raíces vacantes conocidas como la Sección 31, Bloque 5, Lotes 13.2 y 14 con el propósito de proporcionar estacionamiento para los viajeros del Transbordador de Newburgh-Beacon. (Michelle Kelson)

14. Resolution No. 146 - 2019 - Fifth MOU with Metro-North Railroad

Resolution authorizing the City Manager to execute a Fifth Memorandum of Understanding with Metro-North Commuter Railroad to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry service. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un quinto memorándum de entendimiento con "Metro-North Commuter Railroad" para proporcionar reembolso de los pagos del arrendamiento del lote de estacionamiento relacionados con el servicio del Transbordador Newburgh-Beacon. (Michelle Kelson)

15. Resolution No. 147 - 2019 - Apply for and Accept if Awarded a Downtown Revitalization Grant
Resolution authorizing the City Manager to apply for and accept if awarded a Downtown Revitalization Initiative Grant in an amount not to exceed \$10,000,000.00 (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Subvención de Iniciativa de Revitalización del Centro de la Ciudad por una cantidad que no exceda \$10,000,000.00. (Michelle Kelson)

16. Resolution No. 148 - 2019 - 2019 Port Security Program
Resolution authorizing the City Manager to apply for and accept if awarded a Department of Homeland Security 2019 Port Security Grant in an amount not to exceed \$25,000.00 with no City match required. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad para solicitar y aceptar si es otorgada una Subvención del Departamento de Seguridad Nacional 2019 Seguridad del Puerto por una cantidad que no exceda \$25,000.00 el cual no requiere que la Ciudad iguale los fondos. (Michelle Kelson)

17. Resolution No. 149 - 2019 - Agreement to provide workforce employment opportunities for City youth in DPW and Water Dept.
A resolution authorizing an agreement with Best Resource Center, Inc. to provide workforce development employment opportunities for City youth in the Department of Public Works and Water Department from July 1, 2019 to June 30, 2020. (Michelle Kelson)

Una resolución autorizando un acuerdo con "Best Resource Center, Inc." Para proporcionar oportunidades de empleo para el desarrollo laboral para la juventud de la Ciudad en el Departamento de Obras Publicas y el Departamento de Acueductos desde el 1 de julio de 2019 hasta el 30 de junio de 2020. (Michelle Kelson)

18. Resolution No. 150 - 2019 - Accept Securitas Award
Resolution authorizing the City Manager to enter into a renewal agreement with Securitas Security Services USA, Inc. to provide security services for City Hall and 123 Grand Street. (Chief Doug Solomon)

Una resolución autorizando al Gerente de la Ciudad a entrar en una renovación de acuerdo con "Securitas Security Services USA, Inc. Para proporcionar servicios de seguridad para City Hall y la 123 de la Calle Grand. (Jefe Douglas Solomon)

19. Resolution No. 151-2019 - Fire Department Surplus Equipment
Resolution declaring an Onan Stand-by Generator and Double Throw Safety Switch to be surplus equipment

Una resolución declarando un Generador de Reserva Onan y un Interruptor de Seguridad via doble como equipo exedente.

20. Resolution No. 152 - 2019 - CFA 2019 - PS6 Center for Film & Television

Resolution by the City Council of the City of Newburgh, New York approving and endorsing P.S.6 Liberty Street, LLC in its 2019 Consolidated Funding Application to New York State Homes and Community Renewal under the New York Main Street Grant Program. (Michelle Kelson)

Una resolución del Concejo Municipal de la Ciudad de Newburgh, Nueva York aprobando y respaldando "P.S.6 Liberty Street, LLC" en su Solicitud de Financiamiento Consolidado del Estado de Nueva York de Hogares y Renovación Comunitaria bajo el Programa de Subvención de Calles Principales de Nueva York. (Michelle Kelson)

21. Resolution No. 153 - 2019 - CFA 2019 - Safe Harbors of the Hudson's Ritz Theater restoration

Resolution of the City Council of the City of Newburgh, New York supporting the 2019 Consolidated Funding Application of Safe Harbors of the Hudson, Inc. to New York State Homes and Community Renewal, The Office of Community Renewal for a New York Main Street Technical Assistance Grant for the continuing restoration of Safe Harbor's Ritz Theater. (Michelle Kelson)

Una resolución del Ayuntamiento de la Ciudad de Newburgh, Nueva York apoyando la Solicitud de Financiamiento Consolidada 2019 de "Safe Harbors of the Hudson, Inc." A Viviendas y Renovación Comunitaria del Estado de Nueva York, la Oficina de Renovación Comunitaria para una Subvención de Asistencia Técnica de Calles Principales de Nueva York para continuar con la restauración del Teatro Ritz en Safe Harbors. (Michelle Kelson)

22. Resolution No. 154 - 2019 Authorizing the Repurchase Process of IN REM Properties Bearing Orange County Index No. 2016-8636

A resolution authorizing the repurchase process of IN REM properties acquired through Real Property Tax foreclosure in Orange County Supreme Court bearing Orange County Index No. 2016-8636 pursuant to Chapter 93 of the Code of Ordinances of the City of Newburgh.

Una resolución autorizando el proceso de compra nuevamente de propiedades "IN REM" adquiridas mediante juicio hipotecario de impuestos de bienes raíces en la Corte Suprema del Condado de Orange el cual conlleva el Numero de Índice 2016-8636 conforme al Capítulo 93 del Código de Ordenanzas de la Ciudad de Newburgh.

23. Resolution No. 155 - 2019 Approving consent judgment bearing Orange County Index No. EF007470-2018

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the Tax Certiorari proceeding against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index No. EF007470-2018 involving Section 7, Block 2, Lot 28 (Angela DiBrizzi)

Una resolución aprobando la sentencia de consentimiento y autorizando al

Gerente de la Ciudad a firmar dicha sentencia de consentimiento en conexión con el procedimiento de "Tax Certiorari" en contra de la Ciudad de Newburgh en la Corte Suprema del Condado de Orange el cual conlleva el Numero de Índice EF007470-2018 el cual involucra Sección 7, Bloque 2, Lote 28 (Angela DiBrizzi)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 138 - 2019

OF

JUNE 10, 2019

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR JULY 8, 2019 TO HEAR
PUBLIC COMMENT REGARDING THE HOUSING AND COMMUNITY
DEVELOPMENT NEEDS OF THE CITY OF NEWBURGH AND TO HEAR PUBLIC
COMMENT ON THE CITY OF NEWBURGH'S PROPOSED ACTIONS CONCERNING
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR THE 2020-2024 FIVE YEAR CONSOLIDATED PLAN
AND FISCAL YEAR 2020 ANNUAL ACTION PLAN

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the 2020-2024 Five Year Consolidated Plan and the FY 2020 Annual Action Plan; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 8th day of July, 2019, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York.

The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" in black. Inside this is a blue ring with "INCORPORATED 1784". The center features a detailed illustration of a cityscape with a large building, a bridge, and a river, with the text "WASHINGTON'S HEADQUARTERS" above it.

Community Development Block Grant (“CDBG”) 5-Year Consolidated Plan (including FY2020 Annual Action Plan)

**Department of Planning &
Development
April, 2019**



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: **FY2020-FY2024**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



City of Newburgh Community Development Goals

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

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



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan - Goals

The Consolidated Plan Goals are Identified from the Priority Needs in the City of Newburgh.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan - Goals

Priority Needs Identified through (examples):

- “Visioning Plan” Community Meetings
- “Visioning Plan” Community Survey
- Community Feedback from previous CDBG Annual Action Plans
- Community Outreach Meetings

“What’s missing from the current vision is ‘how’ to do these things. There is no shortage of plans for Newburgh. The issue is implementation and financing” – Comment from the 2018 City of Newburgh Vision Plan Public Workshop #1



City of Newburgh FY2020-2024 Consolidated Plan Goals Overview:

- Infrastructure Improvements
- Economic Development
- Quality of Life
- Housing
- CDBG Administration

*The “How” to do these things:
The FY2020 -2024 Consolidated
Plan will provide the City of
Newburgh with five years of
funding to implement priority
needs projects.*



City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Infrastructure Improvements

Project Examples:

- “Complete Streets” Safe Access Upgrades (ex. Bikes, Pedestrians, Motorists)
- Drinking Water Protections
- Sewer Upgrades

City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Economic Development

Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance



City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Quality of Life Improvements

Project Examples:

- Park Improvements
- National Night Out
- Summer Children's Film Festival



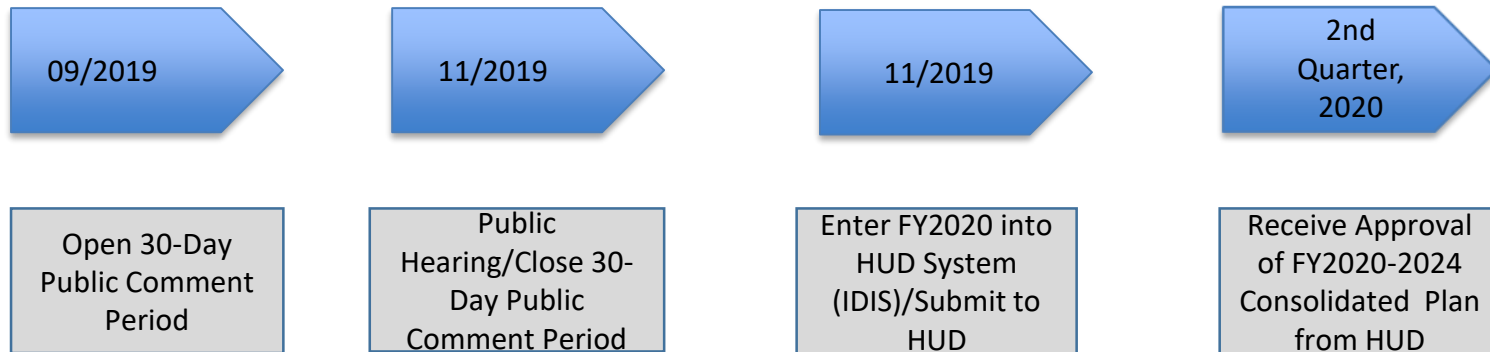
City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Housing

Project Example:

- In Rem Property Program
- Homeowner Assistance

City of Newburgh FY2020-2024 Consolidated Plan Timeline



FY2020-2024 Consolidated Plan Timeline



City of Newburgh FY2020 Annual Action Plan (AAP)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.



FY2020 Proposed CDBG Projects/Funding

	Project Name	Description (Examples of Activities)	Project Funding	% Project Inc (if allocation greater than proposed)
Projects Funded through Entitlement Grant				
	In Rem Property Project	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	\$220,000.00	24%
	Infrastructure Improvements	Sidewalks, Business Façade Improvements, Infrastructure	\$225,000.00	26%
	Park Improvements	Park Improvements	\$200,000.00	24%
	Community Policing/Neighborhood Services	2020 National Night Out, 2020 Children's Summer Film Festival	\$20,000.00	2%
	Homeowner Assistance Program	Homeowner Assistance Program	\$50,000.00	7%
	Administration	Program Administration, Staff Salary and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	17%
		Estimated Total FY2020 Allocation	\$845,000.00	100%

Project: In Rem Property Program
Budget: \$220,000.00

Summary

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



In Rem Property Program Highlights

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



Project: Infrastructure Improvements
Budget: \$225,000.00

Summary

Examples of projects include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements

Project: Park Improvements
Budget: \$200,000.00

Summary

Examples of projects include:

- Improvements to South St. Park, Newburgh Landing, The People's Park, Xavier Lunan Park



Project: Community Policing/Neighborhood Services
Budget: \$20,000.00

Summary

Examples of Projects include:

- 2020 National Night Out
- 2020 Children's Summer Film Festival



Project: Homeowner Resource Assistance
Budget: \$50,000.00

Summary

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



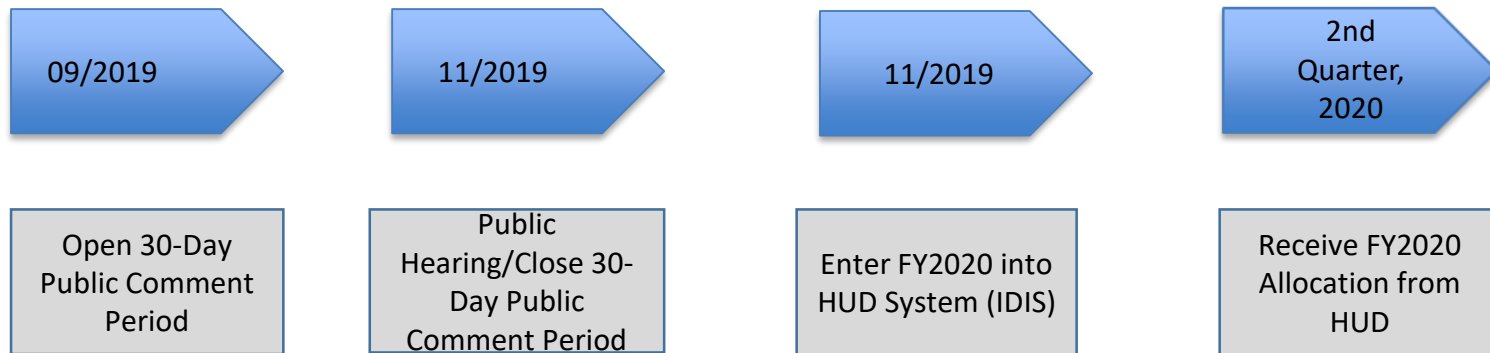
Project: Administration
Project Funding: \$130,000.00

Summary

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

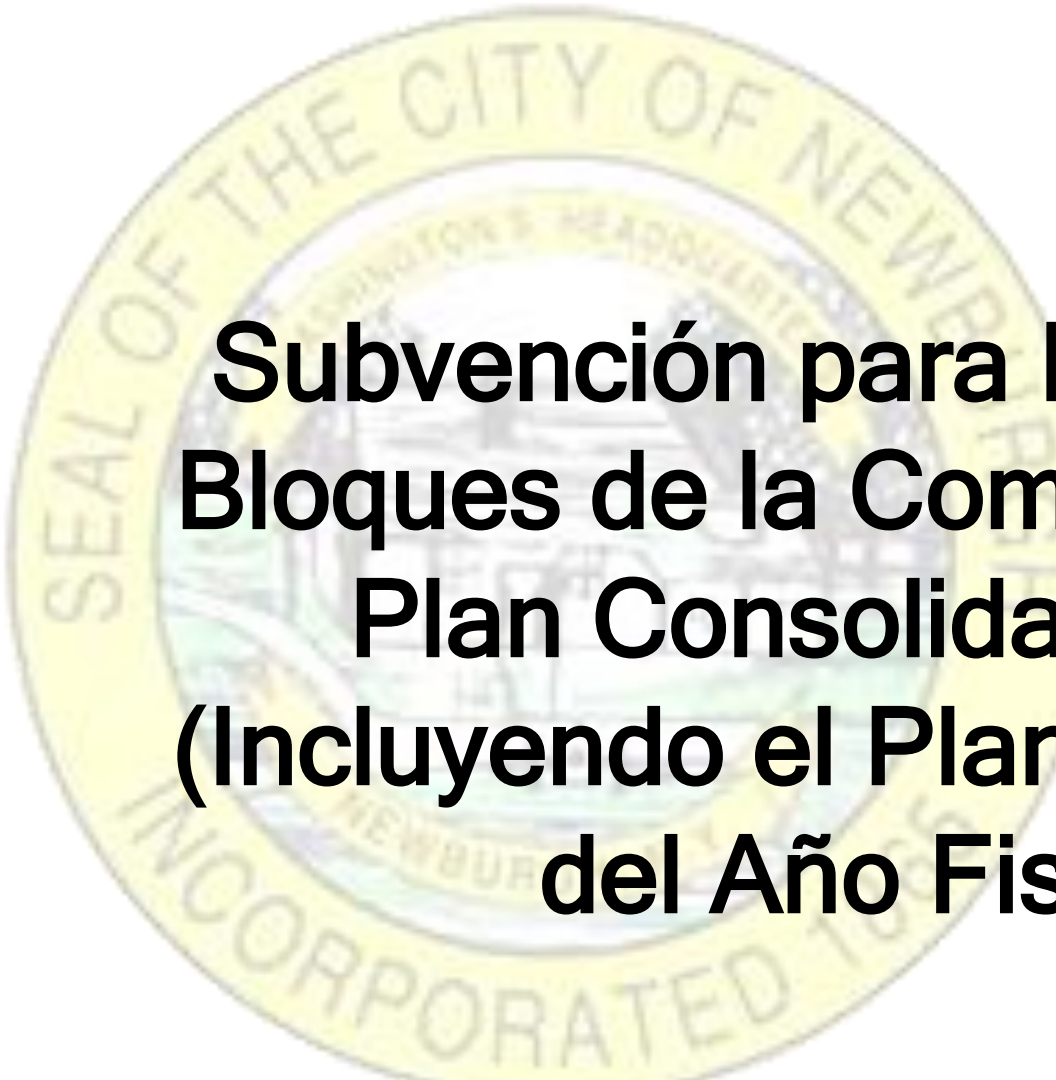


FY2020 CDBG AAP Timeline



FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE



The seal of the City of Newburgh is visible in the background, featuring a circular design with the text "SEAL OF THE CITY OF NEWBURGH" and "INCORPORATED 1784".

Subvención para Desarrollo de los Bloques de la Comunidad (“CDBG”) Plan Consolidado de 5-Años (Incluyendo el Plan de Acción Anual del Año Fiscal 2020)

**Departamento de
Planificación y Desarrollo
Abril, 2019**



“CDBG” Ilustración Inicial



- Subvención para Desarrollo de los Bloques de la Comunidad (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD)
- Asignados a los gobiernos locales y estatales sobre la base de una fórmula
- La ciudad de Newburgh está obligada a preparar y presentar un **Plan Consolidado** que establece metas para el uso de los fondos CDBG. El nuevo Plan Consolidado de la Ciudad de Newburgh: **AÑO FISCAL 2020-2024**
- Los proyectos DEBEN ser consistente con las prioridades nacionales de CDBG:
 - Actividades que benefician a personas de ingresos bajos y moderados;
 - La prevención o eliminación de suburbios o deterioro; o
 - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente a la salud o la seguridad.



Objetivos del Desarrollo Comunitario de la Ciudad de Newburgh

- Desarrollo Económico sin desplazamiento.
- Mejorar el alcance y comunicaciones con la comunidad.
- Apoyar un clima que valora la diversidad, recompensa la independencia, alimenta la creatividad y nos una a todos.

Una edificación comunitaria exitosa requiere el restablecimiento de la confianza, el cual toma tiempo, paciencia, participación y comunicación.



CDBG de la Ciudad de Newburgh Año Fiscal 2020-2024 Plan Consolidado - Metas

Las Metas del Plan Consolidado son identificadas por medio de las Necesidades Prioritarias en la Ciudad de Newburgh.



CDBG de la Ciudad de Newburgh

Año Fiscal 2020-2024 Plan Consolidado - Metas

Necesidades prioritarias identificadas por medio de (ejemplos):

- “Plan de Visión” Reuniones de la Comunidad
- “Plan de Visión” Encuesta de la Comunidad
- Comentarios de la Comunidad sobre los Planes de Acción Anuales anteriores de CDBG
- Reuniones de Alcance a la Comunidad

“Lo que falta en la visión actual es ‘como’ hacer estas cosas. No hay escasez de planes para Newburgh. La cuestión es la aplicación y la financiación” – Comentario del Taller Publico #1 del Plan de Visión 2018 de la Ciudad de Newburgh



Año Fiscal 2020-2024 Ciudad de Newburgh

Resumen de Metas del Plan Consolidado:

- Mejoras de Infraestructura
- Desarrollo Económico
- Calidad de Vida
- Vivienda
- Administración de CDBG

*El “Como” hacer estas cosas:
El Plan Consolidado del Año
Fiscal 2020 -2024 proporcionara
a la Ciudad de Newburgh con
cinco años de financiamiento
para implementar proyectos de
necesidades prioritarias.*



Año Fiscal 2020-2024 Ciudad de Newburgh

Metas del Plan Consolidado:

Meta: Mejoras de Infraestructura

Ejemplos de Proyecto:

- “Calles Completas” Actualizaciones de acceso seguro (ej. Bicicletas, Peatones, Conductor)
- Protección de Agua Potable
- Actualizaciones de Alcantarillado

Año Fiscal 2020-2024 Ciudad de Newburgh

Metas del Plan Consolidado:

Meta: Desarrollo Económico

Ejemplos de Proyecto:

- Letreros de Negocio/Programa de Fachada
- Asistencia para el Desarrollo Laboral

Año Fiscal 2020-2024 Ciudad de Newburgh

Metas del Plan Consolidado:

Meta: Mejoras de Calidad de Vida

Ejemplos de Proyecto:

- Mejoras de Parques
- Noche Nacional Afuera
- Festival de Cine Infantil de Verano

Año Fiscal 2020-2024 Ciudad de Newburgh

Metas del Plan Consolidado:

Meta: Vivienda

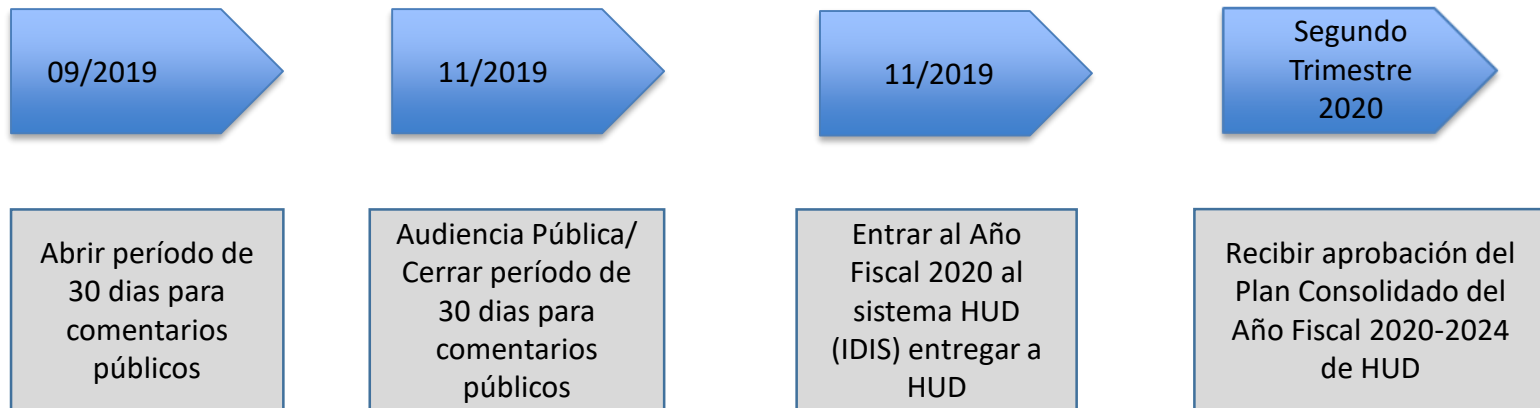
Ejemplos de Proyecto:

- Programa de Propiedades En REM
- Asistencia a Propietarios de Viviendas



Año Fiscal 2020-2024 Ciudad de Newburgh

Cronología del Plan Consolidado



AF 2020-2024 Cronología del Plan Consolidado



Año Fiscal 2020 Ciudad de Newburgh Plan de Acción Anual (AAP):

El plan consolidado se lleva a cabo a través de planes de acción anuales, que proporcionan un resumen conciso de las acciones, actividades y los recursos específicos federales y no federales que se utilizarán cada año para abordar las necesidades prioritarias y las metas específicas identificadas por el Plan Consolidado.



AF2020 Proyectos/Financiamiento Propuesto de CDBG

	Nombre del Proyecto	Descripción (Ejemplos de Actividades)	Financiamiento de Proyecto	% Proyecto Inc (Si la asignación es mayor que la propuesta)
Proyectos Financiados a través de Subvención de Derecho				
	Proyecto de Propiedades En REM	Sueldos para 3 empleados a tiempo completo, provisiones para propiedades En rem, Capacitación En Rem	\$220,000.00	24%
	Mejoras de Infraestructura	Aceras, Mejoras de Fachadas de Negocios, Infraestructura	\$225,000.00	26%
	Mejoras de Parques	Mejoras de Parques	\$200,000.00	24%
	Servicios de Vigilia Comunitaria/Vecindario	Noche Nacional Afuera 2020, Festival de Cine Infantil de Verano 2020	\$20,000.00	2%
	Programa de Asistencia a Propietario de Vivienda	Programa de Asistencia a Propietario de Vivienda	\$50,000.00	7%
	Administración	Administración del Programa, salario y beneficios del personal, costos de operación del programa (incluyendo correspondencia), capacitación/conferencia	\$130,000.00	17%
		Estimado Total de la Asignación del AF2020	\$845,000.00	100%

Proyecto: Programa de Propiedades In Rem
Presupuesto: \$220,000.00

Resumen

Financiamiento continuo para el programa En Rem, incluyendo los sueldos para 3 empleados a tiempo completo (2 empleados de Obras Publicas y el Especialista de Desarrollo Económico), suministros para el programa de propiedades En REM, tales como pintura, madera contrachapada, entrenamiento En REM.



Programas Destacados de Propiedades En REM

- Atendido por 2 empleados a tiempo completo del Departamento de Obras Publicas y 1 empleado del Departamento de Planificación y Desarrollo dedicado al programa En REM.
- Proporciona mantenimiento y seguridad de propiedades vacantes. Mantiene las propiedades habitables, a los vecindarios con Buena apariencia, mantiene/aumenta los valores de propiedad.



Proyecto: Mejoras de Infraestructura
Presupuesto: \$225,000.00

Resumen

Ejemplos de proyectos incluyen:

- “Calles Completas” Actualizaciones de Acceso Seguro
- Mejoras de Aceras



Proyecto: Mejoras de Parques
Presupuesto: \$200,000.00

Resumen

Ejemplos de proyectos incluyen:

- Mejoras al Parque de la Calle South, Newburgh Landing, el Parque del Pueblo, el Parque Xavier Lunan



Proyecto: Vigilancia Comunitaria/Servicios de Vecindad
Presupuesto: \$20,000.00

Resumen

Ejemplos de proyectos incluyen:

- Noche Nacional Afuera 2020
- Festival de Cine de Verano para Niños 2020



Proyecto: Asistencia de Recursos para Propietarios de Viviendas
Presupuesto: \$50,000.00

Resumen

Financiamiento para apoyar un programa de asistencia de recursos para propietarios de viviendas de bajos ingresos. Incluye reparaciones, así como otras ayudas como asesoría financiera/ asesoría de presupuesto.



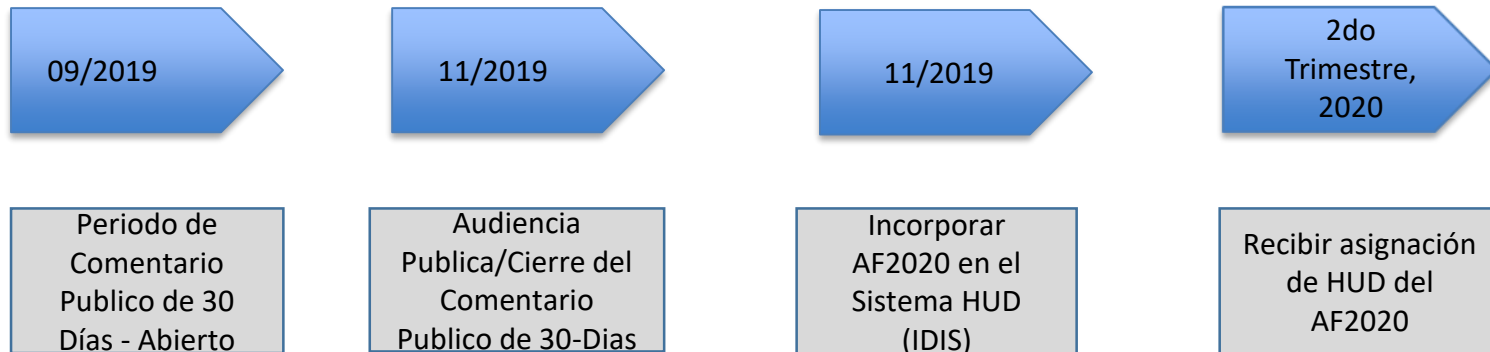
Proyecto: Administración
Presupuesto: \$130,000.00

Resumen

Financiamiento que incluye salarios y beneficios para el Director de Desarrollo Comunitario, envíos comerciales, suministros y Administración del Programa/Capacitación/Conferencia.



AF2020 CDBG AAP CRONOLOGIA



AF 2020 Desarrollo de los Bloques de la Comunidad (CDBG) CRONOLOGIA DE PROYECTOS

RESOLUTION NO.: 139 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WITH ARCADIS OF NEW YORK, INC. TO PREPARE A BASIS OF DESIGN REPORT
FOR A PERMANENT GENERATOR INSTALLATION
AT THE BROWN'S POND PUMP STATION
AT A COST NOT TO EXCEED \$7,500.00**

WHEREAS, the City of Newburgh owns and operates the Brown's Pond Pump Station that transfers raw water to the City's Water Filtration Plant for treatment, which houses two 250 horsepower pumps and is currently served by a portable generator that can provide service in case of primary power failure; and

WHEREAS, the City is proposing to replace the portable generator with a permanent standby generator, installed at the pump station site and has requested an evaluation of such proposal from Arcadis of New York Inc.; and

WHEREAS, Arcadis of New York, Inc. has submitted a proposal for professional engineering services for a basis of design report for a permanent generator installation at the Brown's Pond Pump Station which will include assistance with identifying and applying for grant funding to construct the project; and

WHEREAS, the cost for such professional engineering services will not exceed \$7,500.00 and funding shall be derived from F.8389.0448.5022; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. for a basis of design report for a permanent generator installation at the Brown's Pond Pump Station at a cost not to exceed \$7,500.00.

Mr. Wayne Vradenburgh
Superintendent
City of Newburgh Water Department
493 Little Britain Road
Newburgh, New York 12250

Transmitted Via Email: wvradenburgh@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Subject:

Proposal for Engineering Services

Water

Dear Mr. Vradenburgh:

Date:

May 17, 2019

Arcadis of New York, Inc. (Arcadis) appreciates the opportunity to provide the City of Newburgh (City) with this letter proposal for engineering services to create a basis of design report for a permanent generator installation at the Browns Pond Pump Station.

Contact:

Robert Ostapczuk

Phone:

518.250.7300

Project Understanding

The City owns and operates the Browns Pond Pump Station that transfers raw water to the City's Water Filtration Plant for treatment. This pump station houses two 250 hp pumps. It is currently served by a portable generator that can provide service in case of primary power failure. The City has requested an evaluation by Arcadis to replace the portable unit with a permanent standby generator, installed at the pump station site.

Email:

robert.ostapczuk@arcadis.com

Our ref:

60004881.0000

Our scope of services is presented below:

SCOPE OF SERVICES

Task 1 Kick Off Meeting

Arcadis will conduct a kick off conference call meeting to confirm the project goals, scope of services, schedule, deliverables, and review data provided by the City. Prior to the meeting Arcadis will prepare a request for information for the City (it is anticipated that Arcadis has most of the information required to complete this scope of services from previous assignments).

Task 2 Generator Upgrade Evaluation

Arcadis will evaluate alternatives for upgrading the portable generator at Browns Pond to a permanent diesel or propane generator for powering either one or both pumps in case of primary power failure.

Arcadis's assessment will include identifying loads on the generator per pump in operation, necessary connections and modifications to existing equipment, preliminary one-line drawings showing each alternative, and a conceptual site plan showing proposed locations for the equipment. These will be accompanied by preliminary engineering estimates of probable construction costs.

The suitability of alternatives will be assessed on the following criteria:

- Impacts on existing electrical systems.
- Capital and O&M costs.
- Regulatory acceptance by NYSDOH and OCHD.

Task 3 Prepare Basis of Design Report

Arcadis will summarize the findings from the preceding tasks in a technical memorandum basis of design report that will meet NYSEFC and NYSDOH requirements for approval and funding solicitation. The basis of design report will be developed with basic site and layout plans, and with manufacturer's catalog cut sheets included for evaluated equipment as attachments.

Arcadis will deliver a draft of the report to the City for its review before producing a final report. A conference call will be held with the City to discuss the draft report and review comments and concerns.

Task 4 Grant Funding Assistance

Arcadis will also assist the City with identifying and applying for appropriate grant monies that may be available to help fund the project that the City may wish to pursue as a result of this evaluation. Arcadis will assist the City in applying for funding through the Consolidated Funding Application (CFA) and Drinking Water State Revolving Loan Fund (DWSRF).

COMPENSATION

Arcadis will complete the work for a total not to exceed fee of \$7,500 to be compensated based on actual direct labor costs with a 3.1 multiplier. Expenses will be compensated based on actual costs incurred with no markup.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Mr. Wayne Vradenburgh
City of Newburgh Water Department
May 6, 2019

Arcadis looks forward to continuing working with the City of Newburgh improve its critical drinking water infrastructure. If you have any questions, please do not hesitate to call me at 518.250.7300 so that I may be of further assistance. We again thank the City of Newburgh for this opportunity.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, P.E.
Vice President

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

RESOLUTION NO.: 140 - 2019

OF

JUNE 10, 2019

**RESOLUTION AMENDING RESOLUTION NO: 364-2018, THE 2019 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$77,372.56 FROM
SEWER FUND CONTINGENCY EMERGENCY TO SEWER FUND – OTHER SERVICES
TO FUND A SEWER MAIN REPAIR AT BROAD STREET AND GRAND STREET**

WHEREAS, an amendment to the 2019 Budget is necessary to fund expenses related to the repair of a sewer main located at the intersection of Broad Street and Grand Street; 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:

	<u>Decrease</u>	<u>Increase</u>
G.1900.1990 Sewer Fund Contingency Emergency	<u>\$77,372.56</u>	
G.1440.0448 Sewer Fund – Other Services		<u>\$77,372.56</u>
TOTAL:	\$77,372.56	\$77,372.56



City of Newburgh

Department of Public Works

88 Pierces Road
Newburgh, NY 12550

(845) 565-3297(Tel)

(845) 561-6710(Fax)

George Garrison, Superintendent

April 29, 2019

Joseph P. Donat
Interim City Manager
83 Broadway
Newburgh, NY 12550

**RE: Emergency Procurement Authorization
Sewer Main Collapse Investigation and Repair at Broad and Grand Street**

Mr. Donat,

During the morning of Monday, April 29, 2019, Sewer Department staff from the Department of Public Works began to excavate the roadway in the area of the intersection of Grand Street and Broad Street to further determine the cause and extent of the reported sewer main collapse in this area. Crews removed previously installed steel road plates over the sinkhole to better investigate the depth and cause of the defect in the sewer main. The utility markout in the work area indicated the presence of natural gas mains, an electric duct bank, a communication duct bank and water/sewer utilities in the area of excavation.

Upon discovery of these conflicting utilities, I called the City Engineer to come to the construction site to advise on the recommended pathway for repair. Both the City Engineer and myself agree that the only safe way to excavate in the presence of the utilities present over the existing collapsed sewer main is to utilize a hydrovac truck. The City does not currently own a hydrovac truck that is capable of performing excavation work. Both the City Engineer and myself are in agreement that utilizing TAM Enterprises would be appropriate in this instance because they own a hydrovac truck capable of performing such an excavation, they are well experienced in the repair of sewers of similar age and construction in addition to their intimate knowledge of City infrastructure.

The collapse of this sewer main was responsible for the recent sanitary overflow which occurred on April 15, 2019. Bricks originating from the collapse were flushed downstream during a storm event and caused a blockage in sewer regulator#9 which overflows to the Hudson River. This sewage overflow was reported via the NY-Alert system and resulted in an inquiry by the NYSDEC on the circumstances surrounding the event. A subsequent 5-Day Notice of Noncompliance was sent to the NYSDEC by the City Engineer stating that the City would conduct an

investigation and repair into the collapse on this sewer main as a means to prevent further sanitary sewer overflows. It is my recommendation that due to the potential danger to life, health, safety, property, and the potential for ongoing pollution of the Hudson River, that the City authorize the mobilization of TAM Enterprises immediately to further investigate and repair the collapsed sewer main along Broad Street.

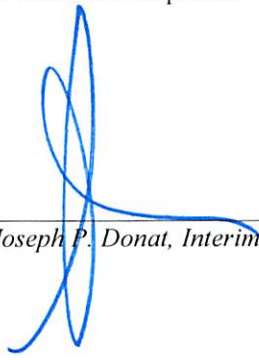
Sincerely,



George Garrison
Superintendent of Public Works

Attachment: NY-Alert dated 4-16-19 & 5-Day Notice of Noncompliance

Cc: Todd Venning – Comptroller
Michelle Kelson – Corporation Counsel
Jason Morris, PE – City Engineer



Emergency Procurement Method Approved By: *Joseph P. Donat, Interim City Manager*



114 Hartley Road
Goshen, NY 10924

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

Bill To

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

Invoice

Date 5/23/2019 Invoice # 54410

P.O. No.

Terms Net 30



Qty	Description	Rate	Amount
	Sewer Main Collapse @ Broad St.		
	Date of Service: 05/02/19		
	- Dig up collapsed sewer main.		
	- Exposed (2) duct banks, (3) gas mains & unknown 4" pipe.		
8	HydroVac w/ Operator & Laborer @ \$410.00/hr	410.00	3,280.00
1	HydroVac w/ Operator & Laborer- OT RATE @ \$530.00/hr	530.00	530.00
8	TV Truck w/ Operator @ \$210.00/hr	210.00	1,680.00
1	TV Truck w/ Operator- OT RATE @ \$272.50/hr	272.50	272.50
8	Back Hoe w/ Operator @ \$165.00/hr	165.00	1,320.00
1	Back Hoe w/ Operator - OT RATE @ \$227.50	227.50	227.50
8	Foreman @ \$125.00/hr	125.00	1,000.00
1	Foreman- OT RATE @ 187.50/hr	187.50	187.50
8	Flagger @ \$115.00/hr	115.00	920.00
8	Supervisor @ \$150.00/hr	150.00	1,200.00
	Date of Service: 05/03/19		
	- Dig up collapsed sewer.		
	- Determined that drainage ties into sewer main		
	- Need to run (3) catch basins into manholes & add a 2nd doghouse manhole.		
8	HydroVac w/ Operator & Laborer @ \$410.00/hr	410.00	3,280.00
1	HydroVac w/ Operator & Laborer- OT RATE @ \$530.00/hr	530.00	530.00
2	TV Truck w/ Operator @ \$210.00/hr	210.00	420.00
8	Excavator w/ Operator @ \$165.00/hr	165.00	1,320.00

Total

Payments/Credit

Balance Due

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 Bypass Pumping • Emergency Utility Services



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Date Invoice #
5/23/2019 54410

P.O. No.

Terms Net 30

Qty	Description	Rate	Amount
1	Excavator w/ Operator - OT RATE @ \$227.50	227.50	227.50
8	Foreman @ \$125.00/hr	125.00	1,000.00
1	Foreman- OT RATE @ 187.50/hr	187.50	187.50
8	Flagger @ \$115.00/hr	115.00	920.00
1	Flagger- OT RATE @ \$172.50.00/hr	172.50	172.50
6	Supervisor @ \$150.00/hr	150.00	900.00
	Date of Service: 05/06/19		
	- Dig for lower dog house manhole.		
	- Cut gas main out of way (retired).		
	- Sewer lower manhole.		
8	HydroVac w/ Operator & Laborer @ \$410.00/hr	410.00	3,280.00
1	HydroVac w/ Operator & Laborer- OT RATE @ \$530.00/hr	530.00	530.00
8	Excavator w/ Operator @ \$165.00/hr	165.00	1,320.00
1	Excavator w/ Operator - OT RATE @ \$227.50	227.50	227.50
8	Foreman @ \$125.00/hr	125.00	1,000.00
1	Foreman- OT RATE @ 187.50/hr	187.50	187.50
4	(1) Triaxle w/ Driver @ \$135.00/hr	135.00	540.00
8	Supervisor @ \$150.00/hr	150.00	1,200.00
	Date of Service: 05/07/19		
	- Dig for upper manhole.		
	- Set upper manhole.		
	- Remove old brick pipe.		
	- Install new SDR 21" SDR pipe.		

Total

Payments/Credit

Balance Due

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
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Excavation Services • Emergency Sewer Bypass Pumping • Emergency Utility Services



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Newburgh, NY 12550

Invoice

Date Invoice #
5/23/2019 54410

P.O. No.

Terms Net 30

Qty	Description	Rate	Amount
8	HydroVac w/ Operator & Laborer @ \$410.00/hr	410.00	3,280.00
0.5	HydroVac w/ Operator & Laborer- OT RATE @ \$530.00/hr	530.00	265.00
8	Excavator w/ Operator @ \$165.00/hr	165.00	1,320.00
1	Excavator w/ Operator - OT RATE @ \$227.50	227.50	227.50
8	Foreman @ \$125.00/hr	125.00	1,000.00
1	Foreman- OT RATE @ 187.50/hr	187.50	187.50
8	Flagger @ \$115.00/hr	115.00	920.00
1	Flagger- OT RATE @ \$172.50.00/hr	172.50	172.50
15	(2) Laborers @ \$115.00/hr	115.00	1,725.00
1	(1) Laborers- OT RATE @ \$172.50/hr	172.50	172.50
8	Supervisor @ \$150.00/hr	150.00	1,200.00
Date of Service: 05/08/19			
- Pour concrete in and around manholes.			
- Install concrete in old drainage brick culverts.			
- Install new drainage from 1 catch basin on Broad St.			
- Parge pipe & install benches in manholes			
8	HydroVac w/ Operator & Laborer @ \$410.00/hr	410.00	3,280.00
1.5	HydroVac w/ Operator & Laborer- OT RATE @ \$530.00/hr	530.00	795.00
8	Excavator w/ Operator @ \$165.00/hr	165.00	1,320.00
1.5	Excavator w/ Operator - OT RATE @ \$227.50	227.50	341.25
8	Foreman @ \$125.00/hr	125.00	1,000.00
1.5	Foreman- OT RATE @ 187.50/hr	187.50	281.25
8	Flagger @ \$115.00/hr	115.00	920.00
8	(1) Laborer @ \$115.00/hr	115.00	920.00

Total

Payments/Credit

Balance Due

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
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Terms Net 30

Qty	Description	Rate	Amount
1.5	(1) Laborers- OT RATE @ \$172.50/hr	172.50	258.75
4	Supervisor @ \$150.00/hr	150.00	600.00
	Date of Service: 05/09/19		
	- Install drainage pipe from catch basin on Broad St. to upper manhole.		
	- Backfill with millings from Newburgh.		
	- Dig for drainage pipe on Grand St.		
8	HydroVac w/ Operator & Laborer @ \$410.00/hr	410.00	3,280.00
1	HydroVac w/ Operator & Laborer- OT RATE @ \$530.00/hr	530.00	530.00
8	Excavator w/ Operator @ \$165.00/hr	165.00	1,320.00
1	Excavator w/ Operator - OT RATE @ \$227.50	227.50	227.50
8	Foreman @ \$125.00/hr	125.00	1,000.00
1	Foreman- OT RATE @ 187.50/hr	187.50	187.50
8	Flagger @ \$115.00/hr	115.00	920.00
1	Flagger- OT RATE @ \$172.50.00/hr	172.50	172.50
8	(1) Laborer @ \$115.00/hr	115.00	920.00
1	(1) Laborers- OT RATE @ \$172.50/hr	172.50	172.50
4	Supervisor @ \$150.00/hr	150.00	600.00
	Date of Service: 05/10/19		
	- Install drainage on Grand St.		
	- Install flowable fill in old brick drainage culverts.		
	- Back fill all w/ millings provided by the City of Newburgh.		
	- Clean up site.		
8	Excavator w/ Operator @ \$165.00/hr	165.00	1,320.00

Total

Payments/Credit

Balance Due

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
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Invoice

Date 5/23/2019 Invoice # 54410

P.O. No.

Terms Net 30

Qty	Description	Rate	Amount
5	Foreman @ \$125.00/hr	125.00	625.00
16	(2) Laborers @ \$115.00/hr	115.00	1,840.00
8	Flagger @ \$115.00/hr	115.00	920.00
6	(1) Roll Off Truck w/ Driver @ \$135.00/hr	135.00	810.00
4	Supervisor @ \$150.00/hr	150.00	600.00
	Date of Service: 05/15/19		
	- TV inspection to new main & manholes		
3	TV Truck w/ Operator @ \$210.00/hr	210.00	630.00
3	(1) Laborer @ \$115.00/hr	115.00	345.00
	Material:	12,906.31	12,906.31

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 \$77,372.56

Payments/Credit \$0.00

Balance Due \$77,372.56

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
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Excavation Services • Emergency Sewer Bypass Pumping • Emergency Utility Services

U.S. Department of Labor Employment Standards Administration Wage and Hour Division										PAYROLL (For Contractor's Optional Use: See Instructions, Form WH-347 Inst.) <i>Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.</i>									
NAME OF CONTRACTOR ☒ SUBCONTRACTOR ☐										ADDRESS									
TAM Enterprises, Inc.										114 Hartley Road Goshen, NY 10924									
PAYROLL NO.										PROJECT OR CONTRACT NO.									
FOR WEEK ENDING 5/5/2019										PROJECT AND LOCATION City of Newburgh Broad St.									
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE		(2) WITHHOLDING #	(3) WORK CLASSIFICATION	DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK		
				Mon 4/29	Tues 4/30	Wed 5/1	Thur 5/2	Fri 5/3	Sat 5/4	Sun 5/5			GROSS	FEDERAL	STATE	OTHER	TOTAL DEDUCTIONS		
John Budrow	99 Prince Street Maybrook, NY 12543 SS#7980	0	Flagger					1			1	\$ 49.73	\$ 580.13						
Steve Dillier	50 Stein Rd Apt 2 Pine Bush, NY 12566 SS#8420	0	Laborer				8				16	\$ 33.15	\$ 530.40						
Ryan Kachmarsky	7 Sun Fish Lane Monroe, NY 10950 SS#8574	0	Operator - A				1				2	\$ 56.85	\$ 720.10						
Joseph Kala III	2 Finnegan Lane Goshen, NY 10924 SS#6132	0	Operator - C				8				16	\$ 51.77	\$ 828.32						
Dean LaMarca	PO Box 241 Yulan, NY 12792 SS#6286	0	Operator - A				1				1	\$ 72.41	\$ 72.41						
Dean LaMarca	PO Box 241 Yulan, NY 12792 SS#6286	0	Operator - B				8				8	\$ 48.27	\$ 386.16						
Anthony Lasaponara III	79 Phillipsburg Rd Goshen, NY 10924 SS# 8395	0	Operator - A				1				2	\$ 77.66	\$ 155.32						
							8				16	\$ 51.77	\$ 828.32						

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 5/9/2019

I, Anthony Lasaponara President
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

TAM Enterprises, Inc.

114 Hartley Road, Goshen, NY 10924

that during the payroll period commencing on the 29 day of April 2019
ending the 5 day of May 2019

all persons employed on said project have been paid the full weekly wages earned, that no rebates

have been or will be made either directly or indirectly to or on behalf of said

TAM Enterprises, Inc.

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly

from the full wages earned by any person, other than permissible deductions as defined in

Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as

amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described

below:

Medical and IRA

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers, or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract

have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 © below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4 (c) below.

(c) EXCEPTIONS

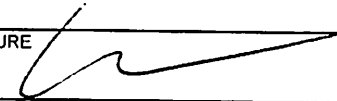
EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE

Anthony Lasaponara, Pres.

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☒ SUBCONTRACTOR ☐				ADDRESS				OMB No. 1215-010MB											
TAM Enterprises, Inc				114 Hartley Road Goshen, NY 10924															
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION				PROJECT OR CONTRACT NO											
		5/12/2019		City of Newburgh				Broad St											
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO OF WEEKS LONG	(3) WORK CLASSIFICATION	Is O T	DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				Mon 5/6	Tues 5/7	Wed 5/8	Thur 5/9	Fri 5/10	Sat 5/11	Sun 5/12				GROSS	FEDERAL	STATE	OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY															
John Budrow 99 Prince Street Maybrook, NY 12543 SS#7980	0	Flagger	o	1	1		1				3	\$ 49.73	\$ 1,475.19						
		\$ 33.15	s	8	8	8	8	8			40	\$ 33.15							
		\$ 28.10	s																
Steve Diller 50 Stein Rd Apt 2 Pine Bush, NY 12566 SS#8420	0	Laborer	o	1	1	1.5	1				4.5	\$ 56.85	\$ 1,771.83						
		\$ 37.90	s	8	8	8	8	8			40	\$ 37.90							
		\$ 28.10	s																
Michael Goodall 155 Tuckers Corners Rd Highland, NY 12528 SS#6562	0	Teamster - Group 4	o									\$ 48.54	\$ 194.16						
		\$ 32.36	s					6			6	\$ 32.36							
		\$ 35.55	s																
Ryan Kachmarsky 7 Sun Fish Lane Monroe, NY 10950 SS#8574	0	Operator - A	o	1	1	1.5	1				4.5	\$ 77.66	\$ 2,264.96						
		\$ 51.77	s	8	8	8	8	5			37	\$ 51.77							
		\$ 32.85	s																
Joseph Kata III 2 Finnegan Lane Goshen, NY 10924 SS#6132	0	Laborer	o									\$ 56.85	\$ 265.30						
		\$ 37.90	s		7						7	\$ 37.90							
		\$ 28.10	s																
Dean LaMarca PO Box 241 Yulan, NY 12792 SS#6286	0	Operator - A	o	1	1	1.5	1				4.5	\$ 77.66	\$ 2,420.27						
		\$ 51.77	s	8	8	8	8	8			40	\$ 51.77							
		\$ 32.85	s																
Anthony Lasaponara III 79 Phillipsburg Rd Goshen, NY 10924 SS# 8395	0	Operator - A	o	1	0.5	1.5	1				4	\$ 77.66	\$ 1,967.28						
		\$ 51.77	s	8	8	8	8				32	\$ 51.77							
		\$ 32.85	s																
Anthony Lasaponara Jr. 79 Phillipsburg Rd Goshen, NY 10924 SS# 9793	0	Teamster - Group 4	o									\$ 101.87	\$ 271.64						
		\$ 32.36	s	4							4	\$ 67.91							
		\$ 35.55	s																
Eric Parise 251 Samsonville Rd. Kerhonkson, NY 12446 SS#0300	0	Laborer	o		1	1.5	1				3.5	\$ 56.85	\$ 1,411.78						
		\$ 37.90	s		8	8	8	8			32	\$ 37.90							
		\$ 28.10	s																

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gather and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502 Constitution Avenue, N.W.,

Washington DC 20210

Date 5/16/2019

I, Anthony Lasaponara President
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

TAM Enterprises, Inc.
114 Hartley Road, Goshen, NY 10924

that during the payroll period commencing on the 6 day of May 2019
ending the 12 day of May 2019

all persons employed on said project have been paid the full weekly wages earned, that no rebates

have been or will be made either directly or indirectly to or on behalf of said

TAM Enterprises, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

Medical and IRA

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers, or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract

have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 © below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4 (c) below.

(c) EXCEPTIONS

[illegible]

NAME AND TITLE

SIGNATURE

Anthony Lasaponara, Pres.

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

U.S. Department of Labor Employment Standards Administration Wage and Hour Division										PAYROLL (For Contractor's Optional Use: See Instructions, Form WH-347 Inst.) <i>Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.</i>									
NAME OF CONTRACTOR ☒ SUBCONTRACTOR ☐										ADDRESS									
TAM Enterprises, Inc										114 Hartley Road Goshen, NY 10924									
PAYROLL NO										PROJECT OR CONTRACT NO									
FOR WEEK ENDING 5/19/2019										PROJECT AND LOCATION City of Newburgh Broad St									
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE		(2) HOURS WORKED	(3) CLASSIFICATION	DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK		
				Mon 5/13	Tues 5/14	Wed 5/15	Thur 5/16	Fri 5/17	Sat 5/18	Sun 5/19			GROSS	FEDERAL	STATE	OTHER	TOTAL DEDUCTIONS		
Brandyn Clark 37 Katherine Lane New Hampton, NY 10958 SS#3650		0	Laborer																
Joseph Kala III 2 Finnegan Lane Goshen, NY 10924 SS#6132		0	Operator - C			3						3	\$ 37.90						
												3	\$ 72.41						
												3	\$ 48.27						
													\$ 56.85						
													\$ 113.70						
													\$ 144.81						

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 5/23/2019

I, Anthony Lasaponara President
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

TAM Enterprises, Inc.

114 Hartley Road, Goshen, NY 10924

that during the payroll period commencing on the 13 day of May 2019
ending the 19 day of May 2019

all persons employed on said project have been paid the full weekly wages earned, that no rebates

have been or will be made either directly or indirectly to or on behalf of said

TAM Enterprises, Inc.

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly

from the full wages earned by any person, other than permissible deductions as defined in

Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as

amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described

below:

Medical and IRA

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers, or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract

have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 © below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4 (c) below.

(c) EXCEPTIONS

[illegible]

REMARKS

NAME AND TITLE	ADDRESS	TELEPHONE	DATE
Mr. J. Edgar Hoover	Washington, D. C.		
Mr. Clegg			
Mr. Glavin			
Mr. Ladd			
Mr. Nichols			
Mr. Rosen			
Mr. Tracy			
Mr. Carson			
Mr. Egan			
Mr. Gurnea			
Mr. Hendon			
Mr. Pennington			
Mr. Quinn			
Mr. Nease			
Mr. Gandy			

Anthony Lasaponara, Pres.

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

Calli, Anna

From: Naclerio, Mimi
Sent: Friday, May 31, 2019 10:59 AM
To: Garrison, Elizabeth; VanVlack, Robert; Colon, Erica; Calli, Anna
Cc: Accounts Payable; Garrison, George; Morris, Jason; Venning, Todd
Subject: RE: INVOICE from TAM FW: Sewer Main Collapse @ Broad St.

Hello,
Thank you Liz, I was not aware of this invoice.

There is not a Purchase Order in place for this service. George advised me that the funding would come from Sewer Contingency Line. He also informed me that an Emergency Declaration Form was completed.

Can someone in the Comptrollers' Office communicate with me as to what line this service shall be charged to such that I may generate a Requisition for a Purchase Order?

Thank you
Mimi

From: Garrison, Elizabeth
Sent: Friday, May 31, 2019 9:01 AM
To: VanVlack, Robert <RVanVlack@cityofnewburgh-ny.gov>; Colon, Erica <EColon@cityofnewburgh-ny.gov>
Cc: Accounts Payable <apinvoices@cityofnewburgh-ny.gov>; Garrison, George <GGarrison@cityofnewburgh-ny.gov>; Naclerio, Mimi <MNaclerio@cityofnewburgh-ny.gov>; Morris, Jason <JMorris@cityofnewburgh-ny.gov>
Subject: INVOICE from TAM FW: Sewer Main Collapse @ Broad St.

AP:

Please scan in the attached invoice received from TAM Enterprises into LF and assign such to DPW for review and approval.

Thank you,
Liz

From: amy Shultis [<mailto:amy@tamentinc.com>]
Sent: Thursday, May 30, 2019 5:59 PM
To: Morris, Jason <JMorris@cityofnewburgh-ny.gov>
Cc: Brian Cutler <bcutler@tamentinc.com>
Subject: Sewer Main Collapse @ Broad St.

Jason,
Attached is our invoice for the above referenced work.

All originals will follow via mail.

Thank you,
Amy Shultis

TAM ENTERPRISES, INC.
114 Hartley Rd.
Goshen, NY 10924
Phone: 845-294-8882
Fax: 845-294-8883

RESOLUTION NO.: 141 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SITE DEVELOPMENT AGREEMENT WITH THE NEWBURGH MINISTRY FOR
THE TRANSFER AND REDEVELOPMENT OF PROPERTY LOCATED
AT 17 JOHNSTON STREET (SECTION 30, BLOCK 1, LOT 21)**

WHEREAS, the Newburgh Ministry submitted a proposal to redevelop the City-owned property located at 17 Johnston Street (the "Property") as a residential care facility for the expansion of services currently provided by the Newburgh Ministry at its current location at 9 Johnston Street; and

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

WHEREAS, this Council finds that the Property is not required for public use 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 the Newburgh Ministry, 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 17 Johnston Street.

DRAFT FOR DISCUSSION PURPOSES ONLY
5/30/19

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

THE NEWBURGH MINISTRY

DATED AS OF _____, 2019

Regarding:
17 Johnston Street, Tax ID 30-2-21
City of Newburgh, Orange County, New York

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SITE DEVELOPMENT AGREEMENT

This SITE DEVELOPMENT AGREEMENT ("Contract") 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 The Newburgh Ministry, a New York not-for-profit/religious corporation having an address at _____, NY ("Developer").

WITNESSETH:

WHEREAS, the City is the owner of the property located at 17 Johnston Street in the City of Newburgh, more accurately described as Section 30, Block 2, Lot 21 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; and

WHEREAS, the Developer has proposed to acquire the Property from the Seller for the purposes of developing the Property as a residential care facility, 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 one dollar (\$1.00) by the Developer to Seller, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01 Definitions. 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, architectural review approvals, easement and franchise agreements, building permits, certificate of occupancy, and all applications for licenses, permits and permission to construct and maintain all on-site and off-site improvements, curbcuts, 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 temporary or 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.

“Completion Deadline” shall mean the date which is set forth in Schedule “C”.

“Developer” shall mean the Newburgh Ministry or its successors and assigns to the extent permitted under Section _____ 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, other than the City; 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.

“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 fees 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 an architect or other design professional, as appropriate, 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 redevelopment of the existing building located on the Property as a residential care facility for the expansion of services currently provided by the Developer.

“Project Lender” shall mean a Lending Institution that is the mortgagee of a Project Mortgage or 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.

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

“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.

“Residential Care Facility” shall mean a supervised residential board and care establishment, used as a group residence or extended care facility for the care of persons, where compensation and/or reimbursement of costs is paid to an operator, pursuant to state or federal standards, licensing requirements, or programs funding residential care services. The residential care facility provides common eating facilities for residents and common meeting or social or recreation areas. Such housing may also include daily activity assistance, such as dressing, grooming, bathing, etc.

“Substantially Complete” shall mean Developer’s receipt of all Approvals and Permits (as defined above) that, when considered in total, would allow Developer to pursue the project to its completion.

“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 any reputable title company or a member of the New York Board of Title Underwriters that is willing to approve and insure in accordance with a standard form title insurance policy.

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 not-for-profit and/or religious corporation 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 promptly following the execution of this Contract for the development and rehabilitation of the Property.

(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 Approvals and Permits 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.

(f) Developer will indemnify and hold harmless Seller, its successors and assigns, against any expenses or damages, including reasonable attorneys' fees, that Seller incurs because of the breach of any of the above representations and warranties, whether such breach is willful or otherwise, before or after Closing.

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, 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 \$1,000.00, payable as follows:

- (a) The Developer shall pay to the Seller a down payment of \$100.00 (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 Developer may apply the Earnest Money as a credit toward the Purchase Price 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 condition:

- (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:
 - a. Developer is unable to obtain all approvals necessary to receive a Building Permit for the Project. Best efforts shall include, but not be limited to, receipt on or before twelve (12) months after the date of this Contract of a complete site plan approval or special use permit, if applicable, for the Project from the City of Newburgh Planning Board, any variances (if applicable) from the City of Newburgh Zoning Board of Appeals, and any approvals (if applicable) from the City of Newburgh Architectural Review Commission.
 - b. Developer is unable to secure the necessary funding to finance the acquisition and construction of the Project. Best efforts shall include, but not be limited to, obtaining a Project Mortgage on or before twelve (12) months after the date of this Contract.
- (b) Developer shall be deemed to have waived such contingency if written notice is not given to Seller no fewer than twenty (20) days 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 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 an architect, engineer, or other design professional duly licensed by New York State and a certificate of

said architect, engineer or other design professional that such Plans and Specifications are consistent with all Approvals and Permits.

- (e) The Developer shall not be in default in any other fashion pursuant to the terms of 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. Seller shall have the exclusive right to determine whether any of said conditions have (or have not) been satisfied.

SECTION 5.04 Termination of Contract. Upon termination by either party, 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 prepare a project design for the Project and submit Plans and Specifications to the appropriate land use boards for review and approval prior to the Closing Date.
- ii. Developer will use its best efforts to obtain land use board(s) approval for the Project at least 60 days prior to the Closing Date and obtain any other Approvals and Permits for the Project at least 30 days prior to the Closing Date.

(b) Completion Deadline:

- i. Developer will complete the construction of the Project no 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 contract 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 forth with 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 Sell 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) 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, (y) 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 (z) 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 12.09 of this Contract.
- (c) The Seller shall cooperate when reasonably requested by Developer, at Developer's expense, in connection with any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project, subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the Seller harmless from and against and all Claims which may be imposed upon, incurred by or asserted against the Seller other than losses arising from the negligence or willful misconduct of the Seller arising during the term of this Contract upon or about the Property or resulting from, arising out of, or in any way connected with (1) the funding of the costs of the Project; (2) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property; (3) any defects, whether latent or patent, in the Improvements; (4) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof; or (5) any act or omission of Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees, including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Contract. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the City and Developer for Claims with respect to the Permittee's scope of work, excluding 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 the Claims, Developer, at its sole cost and expense, upon 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 caused by Seller and noted in such

title report. For express purposes of this Section, any objections by Developer or a Title Insurer with respect to Seller's tax foreclosure proceedings shall not be deemed valid or actionable objections to title, provided that Seller can demonstrate compliance with Article 11 of the New York State Real Property Tax Law.

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 6.05 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. The failure by Developer to receive any Approvals

and/or Permits from Seller, other body of the City, and/or public agency, shall not be a valid basis for claiming Seller default pursuant to the terms of this Agreement.

SECTION 9.04 Zoning and Planning Approvals.

- (a) Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the zoning code and/or area or use 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 must be in conformance with all applicable zoning requirements as they may be so amended.
- (b) If Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason(s) related to grant of approvals from the City of Newburgh Planning Board, Zoning Board of Appeals, and/or Architectural Review Commission, Developer may request an extension of time to receive any Approvals and Permits required to complete the Project. Developer must make said request in writing. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time for a period not to exceed, three (3) months. Any additional request(s) thereafter shall be made in writing and placed before the City Council for its consideration.

SECTION 9.05 Environmental and Soil Investigation and Testing.

- (a) Seller grants to Developer the right to conduct an examination to obtain a 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 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 to Seller. 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/re-entry 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 (if applicable).
- (c) A non-foreign affidavit ("FIRPTA 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, provided that such affidavits are provided to Seller no later than one (1) week prior to Closing.
- (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:

- (a) Deliver to Seller the portion of Purchase Price payable at Closing.
- (b) Cause the deed to be recorded, duly complete all required real property transfer tax returns and cause necessary payments for recording to be delivered to the appropriate officers at Closing.
- (c) Deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.

- (d) Provide an Affidavit from a natural person with authority to act on Developer's behalf that provides the name(s), address(es), contact phone number(s), of the members or shareholders (as the case may be) of the entity taking title to the Property.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities (as applicable) with respect to the Property will be apportioned as of the date of Closing Date. Water/Sewer charges and sanitation fees will be paid by the Seller as of 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, or upon default under any Related Contract, 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. Time shall be of the essence to close as of the date specified in said notice, regardless of whether said notice provides "time is of the essence" language. The termination of this Contract does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.05 of this Contract, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages. 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 6.05 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. Developer shall have no right to seek damages from Seller for Seller's defaults hereunder. Any costs or expenses incurred by Developer pursuant to this Contract shall not be recoverable in any lawsuit by Developer, in law or in equity.

SECTION 11.02 Force Majure. 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 Majure, performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days from the date of the Force Majure event) 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 ten (10) days after the Force Majeure event occurred. The provisions of this Section shall not excuse Developer from the prompt payment of amounts due under this Contract or any Related 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/Re-Entry.

- (a) The Property shall be developed 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 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 or Certificate of Compliance from the City of Newburgh Code Compliance Bureau for all buildings on the Property. 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. 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 and another other reasonable terms/conditions that Seller deems necessary to protect its interest herein.
- (b) The Parties recognize that Project development and rehabilitation costs may be substantial, and that Developer may seek the financial assistance of a lender to complete the Project. In the event that Seller seeks lender financing to assist in the completion of the Project, and Seller's lender conditions its financial assistance on the subordination of the City's Right of Reverter/Re-Entry to the lender's loan terms, Developer shall provide a written notice from Developer's lender outlining the terms of the loan commitment. Upon receipt of said notice and upon being provided documents that create an adequate alternative to protecting the City's interests herein, the City Manager may, in his sole discretion, execute documents and enter into any agreements with Developer or Developer's lender in order to effectuate the grant of a lending facility to Developer. However, Developer's failure to obtain financing for any reason, including failure to obtain Seller's consent to subordinating its interests herein, shall not be cause for Default or Seller's breach pursuant to this Contract.

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 of any 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 without regard to principles of conflict of laws.

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

Developer as follows:

with a copy to:

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

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 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 12.12 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 _____ (said date being 30 days from City Council approval).

SECTION 12.15 Further Assurances. The Parties hereto agree to make, execute and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants and provisions of this Contract.

SECTION 12.16 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

SECTION 12.17 Waiver of Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT.

SECTION 12.18 Jurisdiction. The Parties each submit to personal jurisdiction in the State of New York in any action or proceeding arising out of this Contract and, in furtherance of said Contract, each Party agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of New York, Orange County, and that any process or notice of motion or other application to any such court in connection with

any such action or proceeding may be served upon each Party as provided for in the New York State Civil Practice Laws and Rules.

SECTION 12.19 Authority. The Parties represent that that they are duly authorized to enter into this Contract and to execute any and all documentation necessary to effectuate the terms contained herein, and have each taken all requisite action to obtain such authorization. All references to the Parties in this Contract shall be deemed to also be references to such officers or employees or other designees of the Parties as may be appropriate to implement the terms of this Contract

SECTION 12.20 Non-waiver. No failure or delay of any Party in the exercise of any right or remedy given to such Party hereunder, or the waiver by any Party of any condition hereunder for its benefit shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by any Party of any other breach hereunder or failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

SECTION 12.21 Counterparts. This Agreement may be executed in counterparts by original or copy, each of which shall constitute one and the same instrument.

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[Signature Page to Follow]

Signature Page, Site Development Agreement
City of Newburgh to the Newburgh Ministry
Premises: 17 Johnston Street, Newburgh, New York (Section 30, Block 2, Lot 21)

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

Seller: CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Per Resolution No.

Developer: The Newburgh Ministry

By: _____

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 P. 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 ORANGE)

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

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 17 Johnston Street, being more accurately described as Section 30, Block 2, Lot 21 on the Official Tax Map of The City of Newburgh.

SCHEDULE "B"
PERMITTED EXCEPTIONS

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, assessments, or school taxes 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 right of reverter/re-entry 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 to the Director of Planning and Development of the City of Newburgh, a plan and narrative description of the Developer's plan for financing the acquisition and redevelopment of the Property.
2. That no longer than twelve (12) 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. That no longer than twelve (12) months from the execution of this Contract, the Developer shall have applied for and received a Project Mortgage from a Lending Institution funding the acquisition and construction of the Project.
4. That no longer than fifteen (15) months from the execution of this Contract, the Developer shall have commenced construction of the Project.
5. That no longer than twenty-four (24) months from the Closing Date set forth in Section 3 of this Agreement, Developer shall have completed construction of the Project and received a Certificate of Occupancy from the Code Compliance Bureau of the City of Newburgh.

SCHEDULE "D"
PROPOSED DEED

THIS INDENTURE, made the _____ day of _____, in the year two thousand _____

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, party of the first part, and

_____, having an address of _____, party of the second part.

WITNESSETH, that the party of the first part, in consideration of \$_____.00 paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as _____, in the City of Newburgh and being more accurately described as Section ____, Block ____, Lot ____ on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record, provided any covenants and restrictions that are not of record have been disclosed to the party of the second part prior to the recording of this deed, existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING the same premises indicated as In Rem No.: _____ in a deed from _____ to The City of Newburgh, dated _____, and recorded in the Orange County Clerk's Office on _____ in Liber _____ of Deeds at page _____.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

The party of the second part expressly covenants and agrees that:

(1) within twenty-four (24) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy, evidencing compliance with all said statutes, codes, rules, and regulations set forth herein, for all buildings and structures located on the property. If a Certificate of Occupancy has not been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within twenty-four months after the date of this deed, either make such building or structure fit for the use set forth in such Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of twenty-four (24) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector. Nothing to the contrary herein withstanding any and all rights of the party if the first to reconveyance as set forth in this deed shall cease upon the issuance of a Certificate of Occupancy by the Building Inspector;

(3) prior to the issuance of a Certificate of Occupancy or Compliance, as provided in the covenant set forth in paragraph (2) above, the party of the second part shall not sell, convey, assign or lease the property described in this deed or any part thereof, except to the party of the first part as provided in paragraph (4) below;

(4) at the end of twenty-four (24) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

(5) if, at any time after delivery of this deed, it is determined that the covenant contained in paragraph (3) above has not been complied with, the party of the second part and his grantee, assign, or successor in interest shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part.

The covenants set forth in the preceding paragraphs shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of and enforceable by the party of the first part, its successors and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to re-enter and take possession of the property described in this deed and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the party of the second part contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title and of all rights and interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part. Provided, that such conditions subsequent and any reverting of title as a result thereof in the party of the first part shall always be subject to and limited by and shall not defeat, render invalid or limit in any way, the lien of any mortgage obtained by the party of the second part for the purpose of financing the work necessary to bring the property into compliance with all statutes, codes, rules and regulations as is required by the covenants contained in this deed. The words, "the party of the second part", as used in this paragraph, shall be construed to mean the party of the second part or his successors or assigns.

IN WITNESS WHEREOF, the parties have duly executed this deed the day and year first above written.

THE CITY OF NEWBURGH

BY: _____
Joseph P. Donat, City Manager
Pursuant to Resolution No.:

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

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. 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.

BY: _____

Title:

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the _____ day of _____ in the year 20____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

RESOLUTION NO.: 142 - 2019

OF

JUNE 10, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 33 SHIPP STREET (SECTION 14, BLOCK 1, LOT 11) AT PRIVATE SALE TO
RONALD AND JACQUELINE DIPIETRO FOR THE AMOUNT OF \$80,000.00**

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 33 Shipp Street, being more accurately described as Section 14, Block 1, Lot 11, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before September 13, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
33 Shipp Street	14 - 1 - 11	Ronald DiPietro Jacqueline DiPietro	\$80,000.00

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

Terms and Conditions Sale

33 Shipp Street, City of Newburgh (SBL: 14-1-11)

STANDARD TERMS:

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** 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.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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.
12. 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.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title 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.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, 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.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. 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.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the 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.
19. 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.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **(\$8,000.00)** 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: Ronald DiPietro Jacqueline DiPietro
 Business Name (If Applicable): _____
 Address: 2 Farbrook Drive
 City, State & Zip: Short Hills, NJ 07078
 Home phone: 917-207-4574
 Business Phone: 973-376-7090
 Mobile Phone: 917-207-4574
 E-mail: ron528M@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 X No _____

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

If you own property in the City of Newburgh, are any of these properties rented? Yes _____ No _____ 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.): 202 Overlook Place, Newburgh, NY12550

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

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

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

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 33 Ships Street, Newburgh, NY 12550

S-B-L#: 14-1-11

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 No ☒

Commercial Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 80,000

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

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

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

• Purchase Price" listed above: \$ 78,210

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: TBD GUILLERMO MALDONADO
Architect: ARCHITECT d GIM
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.	202 overlook Place, 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, requires substantial rehabilitation.	
Property Type: (i.e. single-family, multi-family rental or commercial.)	Single Family	
Number of Buildings in Project	1	
Total Number of Residential Units in Project/Building	1	
If commercial, total square footage of project	n/a	
Total Estimated Development/Rehabilitation Costs	\$55,000	
Current Status of Building (Pre-development, under construction/renovation or completed - Include date completed.)	under construction	
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	n/a	

Finances:

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

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

What You Should Attach:

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

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes ☐ No ☒

INFORMATION RELEASE:

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

DocuSigned by:

Ronald DiPietro

A5271D8D31BA40E...

Signature

Ronald DiPietro

Print Name

4/8/2019

DocuSigned by:

Jacqueline DiPietro

E8E8527A1901420...

Date

Jacqueline DiPietro

4/8/2019

Submit Application to:

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

Cross Property Agent Full w Tabs

Listing



MLS#: **4915382** *Active* List Price: **\$84,900**
 Addr: **33 Shipp Street**
 PO: **Newburgh** **Orange County**
 City/Town: **Newburgh City** Zip: **12550-4112**
 Village: **None** Hamlet/Loc.:
 Street Type: Avail 4/Lease: **No**

P Type: **Single Family** Type: **Detached**
 Sub/Devel: 55+ Comm: **No**
 Beds: **2** SqFt: **922** Acre(s): **0.1722**
 Baths: **1 (1 0)** Rooms: **5** Levels:
 Style: **Ranch** Model:
 Wtr Access: PUD: Builders Lot #:

Sch Dist: **Newburgh** Elem: **Magnet**
 Jr High: **Magnet** High: **NFA**
 Attic: **None** Fireplaces:
 Yr Blt: **1960** Yr Reno:
 Cnstrctn: **Frame**

Basement: **Full**
 Addl Fees: **No**
 Addl Fee Des:

Tax ID#: **331100.014.000-0001-011.000/0000**
 Taxes Include:
 Avail Financing:

Tax: **\$5,597** Tax Year: **2017(Municipality)**
 Assmt: **\$112,800** Monthly HOA:
 HOA\$ Inc:

Amenities:
 Includes:
 Excludes:
 Parking: **Driveway**
 Heat Zones/Type: **Forced Air**
 A/C: **None**
 Hot Water: **Gas Stand Alone**
 Garbage: **Public**
 Lot Description:

Elec Co:
 Fuel: **Natural Gas**
 Water: **Municipal**
 Sewer: **Municipal**
 Siding:

Public Remarks

Easy one-level living in a quiet residential location. Cozy two bedroom ranch located near most shopping, schools and amenities. Join in Newburgh's renaissance! City of Newburgh owned property. All offers subject to final approval by City Council. 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:
 Access for Show: **Broker**
 Directions: **South Street to right onto Shipp Street.**

Appt Ph:
 Owner: **City Of Newburgh**
 LA: **(37432) Lee A Raphael**
 LA Email: **lraphael@riverrealty.com**
 LO: **(RIVMNG) River Realty Services, Inc.**
 CLA:
 CLA Email:
 CLO:
 SA: **0%** BA: **2.5%**

Appt Ph 2:
 REO: **Yes**
 LA Ph: **(845) 564-2800**
 LO Ph: **(845) 564-2800**
 CLA Ph:
 CLO Ph:
 BRA: **0%**

DOM: **41**
 Org Price: **\$84,900**
 Mod/Excl: **NONE**
 List Dt: **03/21/2019**
 Expire Dt: **09/20/2019**
 Agr Type: **ERS**
 Neg Thru: **Listing Agent**
 \$/SqFt: **\$92.08**
 TOM Dt:
 OM Date:

Prepared By: Joanne Majewski

Date Printed: 05/01/2019

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River Realty

Services, Inc.

PURCHASE AGREEMENT

Date: 7/2/19

I (We) Richard Di Pietro propose to purchase 33 27th St owned by City of Newburgh

Terms of the offer as follows:

Purchase Price:	<u>\$80,000</u>
Seller Concession (if applicable)	
Amount due on contract signing:	<u>\$8,000</u>
Mortgage Down Payment (LTV _____ %):	
Amount due at closing:	<u>\$72,000</u>
Contracts to be signed on or about:	<u>TBD</u>

Closing to be 7/30 on or about) or (_____ on or before): _____

Personal Property included in sale: 13 PERMITS

This sale is contingent upon (☒) attorney review of a formal contract, (☒) buyer to perform an engineer inspection within (5) days, (2) clear title, and as follows: _____

The sale is contingent upon purchaser securing a cash mortgage commitment in the amount of cont

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 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:

Richard Di Pietro
Purchaser _____

Seller _____

Purchaser _____

Seller _____

30 Bay 21st Street

Brooklyn NY 11214

347-693-2995

Bruce Reznick 718-241-6460

Purchaser Attorney Phone / E-mail

Seller Address

Seller Phone

Seller Attorney

Seller Attorney Phone / E-mail:

Agent Name: Bruce Reznick River Realty Services, Inc.

Phone: 606-285-7700 Fax:

Email: bruce@riverrealty.com

Listing Agent: _____ of _____

Phone: _____ Fax: _____

Email: _____



117 Executive Drive, Suite 100, New Windsor, NY 12553
297 Mill Street, Poughkeepsie, NY 12601
info@riverrealty.com | www.riverrealty.com



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

Dual Agent with Designated Sales Agents

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

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

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

☒ Seller as a (check relationship below)

☐ Buyer as a (check relationship below)

☒ Seller's agent

☐ Buyer's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

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

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

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

(I) (We) _____ acknowledge receipt of a copy of this disclosure

form: signature of { ☒ } Buyer(s) and/or { ☐ } Seller(s):

 _____

Date: ☒ 4/3/09. _____

Date: _____

Property Address:	33 Ship St Newburgh, NY, 12550			
Buyer Name:	Ronald & Jacqueline DiPietro			
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		\$2,500.00	\$2,500.00	\$5,000.00
GUTTERS/DOWNSPOUTS		\$500.00	\$250.00	\$750.00
WINDOWS		\$5,000.00	\$2,000.00	\$7,000.00
DOORS		\$1,200.00	\$200.00	\$1,400.00
SIDING/TRIM/EXTERIOR PAINTING		\$1,500.00	\$1,500.00	\$3,000.00
FOUNDATION				\$0.00
STEPS, PORCHES, DECKS		\$500.00	\$1,000.00	\$1,500.00
LANDSCAPING		\$350.00	\$1,000.00	\$1,350.00
OTHER:				\$0.00
EXTERIOR REPAIR SUBTOTAL		\$11,550.00	\$8,450.00	\$20,000.00
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			\$1,000.00	\$1,000.00
REMEDICATION - LEAD AND/OR ASBESTOS				\$0.00
HEATING SYSTEM (FURNACES)		\$3,000.00	\$2,000.00	\$5,000.00
HOT WATER HEATERS		\$800.00	\$300.00	\$1,100.00
PLUMBING		\$1,500.00	\$2,000.00	\$3,500.00
ELECTRIC		\$1,500.00	\$2,000.00	\$3,500.00
BATH(S)		\$8,000.00	\$3,000.00	\$11,000.00
KITCHEN(S)		\$13,000.00	\$5,000.00	\$18,000.00
INSULATION/DRYWALL		\$500.00	\$500.00	\$1,000.00
INTERIOR DOORS		\$800.00	\$200.00	\$1,000.00
TRIM/INTERIOR PAINTING		\$500.00	\$1,000.00	\$1,500.00
FLOORING		\$2,500.00	\$2,000.00	\$4,500.00
OTHER:				\$0.00
INTERIOR REPAIR SUBTOTAL		\$32,100.00	\$19,000.00	\$51,100.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)				
10%				
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY				
\$78,210.00				

Activity Statement

January 1, 2019 - April 10, 2019

Interactive Brokers LLC, Two Pickwick Plaza, Greenwich, CT 06830

Account Information

Name	Ronald DiPietro Rollover IRA, Interactive Brokers LLC Custodian
Account	U2344895
Account Type	Individual
Customer Type	IRA-Traditional Rollover
Account Capabilities	Margin
Base Currency	USD

Net Asset Value

	December 31, 2018		April 10, 2019		
	Total	Long	Short	Total	Change
Cash	5,143.24	1,647.06	0.00	1,647.06	-3,496.19
Stock	420,644.88	471,897.28	0.00	471,897.28	51,252.40
Options	-1,019.10	0.00	-3,511.07	-3,511.07	-2,491.97
Total	424,769.02	473,544.34	-3,511.07	470,033.27	45,264.24
Time Weighted Rate of Return					12.90%

Change in NAV	Total
Starting Value	424,769.02
Mark-to-Market	51,158.43
Deposits & Withdrawals	-9,000.00
Dividends	3,120.00
Commissions	-14.19
Ending Value	470,033.27

Mark-to-Market Performance Summary

Realized & Unrealized Performance Summary

Cash Report

Open Positions

Trades

Deposits & Withdrawals

Dividends

Ronald and Jacqueline DiPietro

We currently own a property at 202 Overlook Place in Newburgh, NY 12550.

It is currently vacant. We are in the process of renovating the home.

Cross Property Agent Full w Tabs

Listing



MLS#: **4845315** Sold List Price: **\$90,000**
 Sold Price: **\$88,000**
 Addr: **202 Overlook Place**
 PO: **Newburgh** **Orange County**
 City/Town: **Newburgh City** Zip: **12550-5816**
 Village: **None** Hamlet/Loc.:
 Street Type: Avail 4/Lease: **No**

P Type: **Single Family** Type: **Detached**
 Sub/Devel: 55+ Comm: **No**
 Beds: **2** SqFt: **1,212** Acre(s): **0.2870**
 Baths: **1 (1 0)** Rooms: **5** Levels:
 Style: **Capecod** Model:
 Wtr Access: PUD: Builders Lot #:

Sch Dist: **Newburgh** Elem: **Magnet**
 Jr High: **Magnet** High: **NFA**
 Attic: **Walkup** Fireplaces:
 Yr Blt: **1950** Yr Reno:
 Cnstrctn: **Frame**

Basement: **Partial**
 Addl Fees: **No**
 Addl Fee Des:

Tax ID#: **331100.044.000-0005-020.000/0000**
 Taxes Include:
 Avail Financing:

Tax: **\$7,000** Tax Year: **2016(Municipality)**
 Assmt: **\$113,300** Monthly HOA:
 HOA\$ Inc:

Amenities:

Includes:

Excludes:

Parking: **1 Car Attached, Driveway**Heat Zones/Type: **Forced Air**A/C: **None**Hot Water: **Fuel Oil Stand Alone**Garbage: **Other/See Remarks**

Lot Description:

Elec Co:

Fuel:

Water:

Sewer:

Siding:

Oil Above Ground**Municipal****Municipal**

Public Remarks

Two bedroom one bath Cape Cod style home in the City of Newburgh. Updated kitchen and hardwood floors throughout main level. Formal dining room with pantry nook. Walk up staircase to attic could be finished for added space. One car garage under that leads to basement level. Close to shopping, schools and commuter routes.

Agent Only Remarks

Buyer agent to confirm all info, buyer to pay NY transfer tax. All offers to be submitted via homepath.com

Show Instr:

Access for Show: **Combo Lockbox**Directions: **Rt 9W to S William to R on Mill st to left on Overlook sign on**

Appt Ph: **845 896-9000**
 Owner: **Fannie Mae**
 LA: **(38534) Donald M Maher**
 LA Email: **dmaher@BHHS Hudson Valley.com**
 LO: **(PRUSER02) BHHS Hudson Valley Properties**
 CLA:
 CLA Email:
 CLO:
 SA: **0** BA: **3%**

Appt Ph 2:
 REO: **Yes**
 LA Ph: **(845) 518-1905**
 LO Ph: **(845) 896-9000**
 CLA Ph:
 CLO Ph:
 BRA: **0**

DOM: **115**
 Org Price: **\$90,000**
 Mod/Excl: **NONE**
 List Dt: **09/26/2018**
 Expire Dt: **04/23/2019**
 Agr Type: **ERS**
 Neg Thru: **Listing Agent**
 \$/SqFt: **\$74.26**
 TOM Dt:
 OM Date:

SA: **(38534) Donald M Maher**
 SO: **(PRUSER02) BHHS Hudson Valley Properties**
 CSA:
 CSO:

Sell Price: **\$88,000**
 List Price: **\$90,000**
 SP%LP/OL: **98% / 98%**
 Financing:

Sell Dt: **03/26/2019**
 Contract Dt: **01/19/2019**
 Sell Cns: **\$0**
 \$/SqFt Sold: **\$72.61**

Prepared By: Joanne Majewski

Date Printed: 04/19/2019

Purchase Proposal Summary

Location: 33 Shipp Street (west side between South Street and Orchard Avenue)

Tax Map Number: 14-1-11

Property Class: 210—One Family Residential

Zoning: RL—Residential Low Density

Description: Detached single family home—Year built: 1960; 922sf; Part finished basement; lot size: 75 x 100

Condition: Fair

Assessed Value: \$ 76,100 (Tentative Roll 2019)

Annual Taxes: \$ 3,778+/-

Selling Price: \$ 84,900

The city acquired this property: August 2018

Offer Information:

Name: Ronald & Jacqueline DiPietro

Offer Price: **\$ 80,000**

Construction Estimate: \$ 78,200

Proof of Financing: Interactive Brokers LLC (IRA account)

Comments: The listing of this property began on 3/21/19. For the initial 30 days of the listing, it was only offered to owner-occupant purchasers. No owner occupants submitted offers. At the Council's request, the property was re-listed for an additional two weeks—exclusively to owner occupants purchasers. Once again, no owner-occupants placed offers.

Therefore, in accordance with the Council's wishes, the highest offer received from an investor—the offer from the DiPietros—has been submitted for Council approval. The DiPietros hope to renovate the house and sell it to an owner occupant. They recently bought (March 2019) another home at 202 Overlook Place as an investment; they have already begun renovating it.

The property at 33 Shipp Street needs considerable work to make it habitable again. They have engaged a local architect/contractor to oversee the work.





Interior Photos



RESOLUTION NO.: 143-2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO ROBERT URIE AND ERIKA URIE TO THE PREMISES
KNOWN AS 155 LANDER STREET (SECTION 18, BLOCK 4, LOT 45)**

WHEREAS, on April 15, 2016, the City of Newburgh conveyed property located at 155 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 4, Lot 45, to Robert Urie and Erika Urie; and

WHEREAS, the owners have requested a release of the restrictive covenants contained in said deed; and

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

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 155 Lander Street, Section 18, Block 4, Lot 45 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated April 15, 2016, from THE CITY OF NEWBURGH to ROBERT URIE AND ERIKA URIE, recorded in the Orange County Clerk's Office on June 16, 2016, in Liber 14064 of Deeds at Page 1125 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.:

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.



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: May 28, 2019

SUBJECT: 155 Lander Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 155 Lander Street owned by Robert and Erika Urie, I conducted an inspection of the property on 5/28/2019 and reviewed the building file in the office. Below are my findings:

The building is an owner occupied single-family dwelling.

There are no open code violations on file in the building record.

I observed no violations either on the property or in the building during my most current inspection of the property.

There are no open permits.

There is a valid Certificate of Occupancy on file dated 1/19/71 for a Single Family Dwelling.

Thank you.



RESOLUTION NO.: 144 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH UPSTATE CONCRETE & MASONRY CONTRACTING CO., INC.
IN THE AMOUNT OF \$9,995.00
FOR SIDEWALK CONSTRUCTION AT THE SKATEBOARD PARK
IN THE DELANO-HITCH RECREATION PARK**

WHEREAS, the City of Newburgh duly advertised for bids in connection with the construction of new sidewalks at the Skateboard Park located in the Delano-Hitch Recreation Park; and

WHEREAS, bids were received and opened; and

WHEREAS, based on a review of the bids, it is recommended that the City award said contract to Upstate Concrete & Masonry Contracting Co., Inc. in the amount of \$9,995.00; and

WHEREAS, funding for the Project will be derived from 2016 CDBG IDIS #545 CD1.8125.0448.0545.2016;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of new sidewalks at the Skateboard Park located in the Delano-Hitch Recreation Park be and it is hereby awarded to Upstate Concrete & Masonry Contracting Co., Inc. at a cost of \$9,995.00; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to enter into a contract, including terms and conditions as may be required by the Corporation Counsel and City Engineer, for such work in this amount.

.

SECTION 00 41 13**BID FORM**

Project Identification: Skatepark Sidewalk - Bid No. 18.19

Submitted To: City of Newburgh

83 Broadway - 4th Floor , Newburgh, NY 12550

Attn: City Comptroller

- 4.1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 4.2 BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of the submission deadline. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
- 4.3 In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
- a. BIDDER has examined and carefully studied the Bid Documents.
 - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
 - e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - f. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation

and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

i. Any other representation required by Laws and Regulations.

4.4 BIDDER will complete the Work in accordance with the Contract Documents for the following price. The Lump Sum Quotation shall be the total cost of the Work for the Project outlined and described in all of the Contract Documents.

LUMP SUM QUOTATION:

<u>Nine Thousand nine hundred ninety five dollars and zero cents</u>	<u>\$ 9,995.00</u>
<i>Text</i>	<i>Numerical</i>

4.5 BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

4.6 The following documents are attached to and made a condition of this Bid:

- a. Resolution of Board of Directors
- b. Non-Collusion Bidding Affidavit
- c. Required BIDDER's Qualification Statement with supporting data
- d. Affidavit of Workers' Compensation
- e. Iranian Energy Sector Divestment

4.7 Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

Upstate Concrete & Masonry Contracting Co. Inc

449 West Mombasha Rd

Monroe, NY 10950

4.8 Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: May 13 2019
Month Day Year

State Contractor License No.: _____

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: Upstate Concrete & Masonry Contracting Co

Corporation Name

Seal

State of Incorporation: New York

Authorized Signatory: Angelo Tondo Title: President

Attestation: _____

Secretary

Seal

Business Address: 449 West Mombasha Rd, Monroe, NY 10950

Phone Number: 845-782-0818

Date qualified to do business: February 9, 1999

A Joint Venture

By: _____

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Skatepark Sidewalk - Bid No. 18.19

City of Newburgh, New York

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

4.1 How many years has your firm been in business as a Contractor?

in years: 20 Years

4.2 List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

See Attached 4 Pages

4.3 List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

City of Poughkeepsie Scattered Sidewalks/Basin Repair Contract RFB-COP-04-18-03

Contract total \$750,000.00 / 60% Complete

4.4 Work awarded to you; if so, state where and why.

LaGrange Avenue Parking Lot Renovations PWC No LGR-2019-12

LaGrange Ave, Poughkeepsie, NY / to renovate parking lot, curbing, asphalt paving & landscaping

4.5 What equipment do you own that is available for this work?

Excavator, Loader, Backhoe, Dump Trucks, Asphalt paver, Rollers, Miscellaneous equipment required to
complete work

4.6 What equipment do you plan to rent or purchase for this work?

None



449 West Mombasha Road
Monroe, NY 10950

**CONCRETE & MASONRY
CONTRACTING CO. INC.**
Heavy & Highway Contractors
Our Specialty

TEL (845) 782-0818
FAX (845) 783-4909

Agency/Owner	Village of West Haverstraw
Contract #	
Name & Location of Project	Concrete Curbs, Sidewalks & Handicap Ramps / Demarest Ave, W. Haverstraw
Surety Company for the Job	Bondex
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs, Sidewalks, & Handicap Ramps
Start and Completion Dates	08/09/17 - 08/22/17
Contract Amount	\$68,553.75
Contact Name & Telephone #	Cathy Kopf / (845) 947-2800

Agency/Owner	City of Yonkers
Contract #	2018-00000273
Name & Location of Project	New Concrete Curbs & Sidewalks at DPW Fabric Bldg, Yonkers, NY
Surety Company for the Job	N/A
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks
Start and Completion Dates	11/14/17 - 11/29/17
Contract Amount	\$44,044.50
Contact Name & Telephone #	Sam Borelli (914) 377-6283

Agency/Owner	Village of West Haverstraw
Contract #	
Name & Location of Project	West Haverstraw - Various Locations
Surety Company for the Job	Bondex
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbing & Sidewalks
Start and Completion Dates	07/19/18 - 07/27/18
Contract Amount	\$38,423.00
Contact Name & Telephone #	Cathy Kopf (845) 947-2800

Agency/Owner	
Contract #	
Name & Location of Project	
Surety Company for the Job	
Sub or Prime Contractor	
Goods or Services Provided	
Start and Completion Dates	
Contract Amount/	
Contact Name & Telephone #	

Agency/Owner	City of Kingston
Contract #	CK2017-1
Name & Location of Project	Sidewalk & Curb Reconstruction Schryver Court, Kinston, NY
Surety Company for the Job	Bondex
Sub or Prime Contractor	Prime
Goods or Services Provided	Sidewalks & Curbs
Start and Completion Dates	06/12/17 - 10/05/17
Contract Amount	\$183,234.71
Contact Name & Telephone #	Alan Aidn (845) 334-3968

Agency/Owner	City of Poughkeepsie
Contract #	2018-00000199
Name & Location of Project	Scattered Sidewalk & Catch Basin Repair
Surety Company for the Job	Bondex
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs, Sidewalks, Asphalt, Handicap Ramps, Catch Basins
Start and Completion Dates	07/31/18 - 12/05/18
Contract Amount	\$400,000.00
Contact Name & Telephone #	Nelson Wallace (845) 214-8313

Agency/Owner	County of Rockland
Contract #	0000064608
Name & Location of Project	Rockland County Jail
Surety Company for the Job	n/a
Sub or Prime Contractor	Prime
Goods or Services Provided	Outdoor courtyard slab & expansion joint repairs
Start and Completion Dates	08/01/14 - 09/11/14
Contract Amount	\$10,275.00
Contact Name & Telephone #	Chris Buteaux (845) 364-3843

Agency/Owner	
Contract #	
Name & Location of Project	
Surety Company for the Job	
Sub or Prime Contractor	
Goods or Services Provided	
Start and Completion Dates	
Contract Amount	
Contact Name & Telephone #	



449 West Mombasha Road
Monroe, NY 10950

**CONCRETE & MASONRY
CONTRACTING CO. INC.**
Heavy & Highway Contractors
Our Specialty

TEL (845) 782-0818
FAX (845) 783-4909

Agency/Owner	County of Putnam
Contract #	110212
Name & Location of Project	Portland Cement Concrete Sidewalks & Curbs / Var Locations Putnam Cty
Surety Company for the Job	N/A
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks, caulk exp joints
Start and Completion Dates	5/20/12 - 7/30/12
Contract Amount	\$72,236.68
Contact Name & Telephone #	Pete Pasquerello (845) 878-6331

Agency/Owner	County of Ulster
Contract #	UC12-15
Name & Location of Project	Masonry Work @ UCAT Kingston NY
Surety Company for the Job	N/A
Sub or Prime Contractor	Prime
Goods or Services Provided	Sidewalks / caulk expansion joints
Start and Completion Dates	8/26/12 - 9/13/12
Contract Amount	\$31,950.00
Contact Name & Telephone #	Robin Peruso (845) 340-3805

Agency/Owner	Village of Maybrook
Contract #	FY-2012
Name & Location of Project	Tower Ave, Maybrook, NY
Surety Company for the Job	Capitol Indemnity Corporation
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks
Start and Completion Dates	4/8/13 - 4/24/13
Contract Amount	\$69,510.00
Contact Name & Telephone #	Jim DeWinter (845) 888-2722

Agency/Owner	City of Kingston
Contract #	CK2014-1
Name & Location of Project	Adams St Curb & Sidewalks Kingston, NY
Surety Company for the Job	Capitol Indemnity Corporation
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks
Start and Completion Dates	5/19/14 - 6/20/14
Contract Amount	\$87,094.28
Contact Name & Telephone #	Ralph Swenson (845) 334-3967

Agency/Owner	Ulster County BOCES
Contract #	APN 1131.8
Name & Location of Project	BOCES New Paltz Campus
Surety Company for the Job	State National Insurance Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks, caulk expansion joints
Start and Completion Dates	07/02/12 - 07/16/12
Contract Amount	\$24,340.00
Contact Name & Telephone #	Linda Brooks (845) 255-1400

Agency/Owner	Village of Warwick
Contract #	147-184908-003
Name & Location of Project	South Street Sidewalk Project South St, Warwick, NY
Surety Company for the Job	Capitol Indemnity Corporation
Sub or Prime Contractor	Prime
Goods or Services Provided	Sidewalk Upgrades / bluestone
Start and Completion Dates	11/12/12 - 12/20/12
Contract Amount	\$74,967.00
Contact Name & Telephone #	Samantha Sweeton (845) 294-2789

Agency/Owner	Village of West Haverstraw
Contract #	
Name & Location of Project	Curbing / Hewitt Street, W Haverstraw
Surety Company for the Job	Capitol Indemnity Corporation
Sub or Prime Contractor	Prime
Goods or Services Provided	Concrete Curbing
Start and Completion Dates	11/03/13 - 11/09/13
Contract Amount	\$7,013.75
Contact Name & Telephone #	Cathrine Kopf (845) 947-2800

Agency/Owner	County of Rockland
Contract #	RFB-RC-2013-084
Name & Location of Project	Building T curb & sidewalk improvements / Rockland County
Surety Company for the Job	Companion Specialty Insurance
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks, caulk expansion jts
Start and Completion Dates	09/17/14 - 10/13/15
Contract Amount	\$98,200.00
Contact Name & Telephone #	Robert Gruffi (845) 364-2958



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Agency/Owner	Town of Clarkstown
Contract #	20-2014
Name & Location of Project	Crum Creek Rd Low Flow Channel Replacement / New City, NY
Surety Company for the Job	Companion Specialty Insurance Co
Sub or Prime Contractor	Prime
Goods or Services Provided	Concrete Swale
Start and Completion Dates	11/3/14 - 05/20/15
Contract Amount	\$152,925.00
Contact Name & Telephone #	Chris Wagner (845) 639-2111

Agency/Owner	Village of South Nyack
Contract #	
Name & Location of Project	Replacement of curbs, sidewalks and Handicap Ramps/ S Nyack NY
Surety Company for the Job	Bondex Insurance Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Concrete curbs, sidewalks, ramps
Start and Completion Dates	8/10/15 - 10/24/15
Contract Amount	\$133,758.75
Contact Name & Telephone #	Jim Johnson (845) 358-0227

Agency/Owner	Village of Red Hook
Contract #	15.5339
Name & Location of Project	Sidewalk Enhancement, Red Hook NY
Surety Company for the Job	Bondex Insurance Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Sidewalks
Start and Completion Dates	05/08/16 - 05/24/16
Contract Amount	\$44,865.00
Contact Name & Telephone #	Robert Flores (518) 786-7400

Agency/Owner	County of Rockland Sewer Dist. No1
Contract #	RFB-RC-SWR-2015-05
Name & Location of Project	Exterior Masonry Stairs Concrete Repair Project - RCSD No 1
Surety Company for the Job	Bondex Insurance Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Stairs & Masonry Repair, expansion joint caulking, crack repair
Start and Completion Dates	07/29/16 - 11/01/16
Contract Amount/	\$254,426.00
Contact Name & Telephone #	Martin Dolphin (845) 365-6166

Agency/Owner	Town of Orangetown
Contract #	
Name & Location of Project	Curb & Sidewalk Replacement and Repair / Orangeburg NY
Surety Company for the Job	Capitol Indemnity Corporation
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks
Start and Completion Dates	6/23/14 - 9/5/14
Contract Amount	\$37,112.00
Contact Name & Telephone #	James J Dean (845) 359-6500

Agency/Owner	Orange County Community College
Contract #	OCCC-0147
Name & Location of Project	Curb & Sidewalk Replacement
Surety Company for the Job	Bondex Insurance Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Curb & Sidewalks, Caulk expansion joints
Start and Completion Dates	05/07/16 - 07/26/16
Contract Amount	\$124,192.00
Contact Name & Telephone #	Fred Brennen (845) 341-4224

Agency/Owner	Town of Ramapo
Contract #	RFB-TOR-1-15
Name & Location of Project	Repair of Existing Curbs & Sidewalks
Surety Company for the Job	Bondex Insurance Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks
Start and Completion Dates	07/01/16 - 11/01/16
Contract Amount	\$64,832.50
Contact Name & Telephone #	T.Sharan/C.Downey (845) 354-0400

Agency/Owner	County of Rockland
Contract #	RFB-RC-2016-086
Name & Location of Project	Buildings Prefabricated Site Preparation and Installation - Leak Street
Surety Company for the Job	N/A
Sub or Prime Contractor	Prime
Goods or Services Provided	Concrete Pads and Shed installation
Start and Completion Dates	1/11/17 - 02/02/17
Contract Amount	\$67,900.00
Contact Name & Telephone #	Chris Buteaux (845) 364-3842



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FAX (845) 783-4909

Agency/Owner	City of Kingston
Contract #	CK-2010-3
Name & Location of Project	Tremper Ave. Sidewalk Rehabilitation Kingston, NY
Surety Company for the Job	Merchants Bonding Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks, caulk expansion jts
Start and Completion Dates	12/04/10 - 3/15/11
Contract Amount	\$23,543.65
Contact Name & Telephone #	Alan Adin (845) 334-3968

Agency/Owner	Town of Clarkstown
Contract #	34-2010
Name & Location of Project	Ruth Dr. Drainage Improvements New City, NY
Surety Company for the Job	Western Surety Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Concrete Swale
Start and Completion Dates	9/23/10 - 10/21/10
Contract Amount	\$79,500.00
Contact Name & Telephone #	Chris Wagner (845) 639-2111

Agency/Owner	County of Rockland
Contract #	RFP-RC-2011-027
Name & Location of Project	County Infrastructure Improvements Upgrades Health Center/Bldg D
Surety Company for the Job	Merchants Bonding Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Sidewalks/drainage/dock repairs/brick & block work / slab repair / Caulk expansion joints
Start and Completion Dates	08/14/11 - 10/817/11
Contract Amount	\$82,305.00
Contact Name & Telephone #	Tom McMenamin (845) 364-3841

Agency/Owner	County of Rockland
Contract #	RFB-RC-2011-068
Name & Location of Project	County Infrastructure Improvements Upgrades Health Center/Bldg S
Surety Company for the Job	Merchants Bonding Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & sidewalks/brick & block work, slab crack repair, caulk exp joints
Start and Completion Dates	11/14/11 - 12/2/11
Contract Amount/	\$39,282.00
Contact Name & Telephone #	Chip Tiso (845) 364-3846

Agency/Owner	Town of Clarkstown
Contract #	17-2010
Name & Location of Project	2010 Concrete Curb & Sidewalk Replacement Program
Surety Company for the Job	Berkley Regional Insurance Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks
Start and Completion Dates	6/7/10 - 4/4/11
Contract Amount	\$185,246.65
Contact Name & Telephone #	Jeff Lawrence / 845-623-7500

Agency/Owner	Town of Woodbury
Contract #	
Name & Location of Project	Curbs & Sidewalks/Highland Mills, NY
Surety Company for the Job	N/A
Sub or Prime Contractor	Prime
Goods or Services Provided	Concrete Curbs & Sidewalks
Start and Completion Dates	9/2010 - 11/2010
Contract Amount	\$23,000.00
Contact Name & Telephone #	Pete Stabile (845) 928-6912

Agency/Owner	Village of South Nyack
Contract #	
Name & Location of Project	Curbs, Sidewalks & Curbcuts, South Nyack NY
Surety Company for the Job	Merchants Bonding Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs & Sidewalks
Start and Completion Dates	10/24/11 - 12/16/11
Contract Amount	\$67,784.75
Contact Name & Telephone #	Sara Seiler (845) 358-0287

Agency/Owner	Town of Monroe
Contract #	
Name & Location of Project	Orchard Hill Farms Completion Work Monroe, NY
Surety Company for the Job	Merchants Bonding Company
Sub or Prime Contractor	Prime
Goods or Services Provided	Curbs / Sidewalks / Landscaping
Start and Completion Dates	05/03/11 - 4/27/12
Contract Amount	\$201,282.37
Contact Name & Telephone #	Mark Edsall (845) 567-3100

- 4.7 Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

1: D&B Engineering & Architects, PC / 4 West Red Oak Ln, White Plains, NY 10604 (914) 467-5300

Rockland County Sewer Dist No 1, Exterior Masonry / Stairs / Concrete Repair

2: Fusco Engineering & Land Surveying PC / 233 East Main St, Middletown, NY 10940 (845) 344-5863

OCCC / SUNY Orange Curb & Sidewalk Replacement

3: HDR, 7 Coates Dr, Goshen, NY 10924 (845) 294-2789 / Village of Warwick South St Sidewalk Project

- 4.8 Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

Surety: Peter Cocuzza, Dale Group Bonding / 30A Vreeland rd, Florham Park, NJ 07932 (973) 437-9663

Bank: Martha Bill, M&T Bank, 745 Route 17M, Monroe, NY 10950 (845) 782-8101

Supplier: Denise Tetz, E Tetz & Sons, 130 Crotty Rd, Middletown, NY 10941 (800) 736-1336

- 4.9 Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

See Attached 2 pages

- 4.10 State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a Corporation - Upstate Concrete & Masonry Contracting Company, Inc.

Type of Legal Entity

The address of principal place of business is:

449 West Mombasha Rd, Monroe, NY 10950

The names of the corporate officers, or partners, or individual doing business under a trade:

President - Angelo Tondo

Vice President - Angelo Tondo

Secretary - Angelo Tondo

Treasurer - Angelo Tondo

UPSTATE CONCRETE & MASONRY CONTRACTING CO INC.

STATEMENT OF OPERATIONS

For the One Month and Year Ended

December 31, 2018

**Preliminary and Tentative
For Discussion Purposes Only**

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
INCOME				
SALES	\$ 1,807.22	100.00	\$ 446,414.70	100.00
TOTAL INCOME	1,807.22	100.00	446,414.70	100.00
COST OF GOODS SOLD				
PURCHASES & JOB COSTS	100.34	5.55	61,583.08	13.80
TOTAL COST OF GOODS SOLD	100.34	5.55	61,583.08	13.80
OPERATING EXPENSES				
ADMINISTRATIVE				
INTEREST EXPENSE	201.71	11.16	2,420.76	0.54
OFFICER SALARIES	25,000.00	1383.34	25,000.00	5.60
SALARIES AND WAGES	5,739.67	317.60	58,175.96	13.03
TOTAL ADMINISTRATIVE	30,941.38	1712.10	85,596.72	19.17
TAXES				
FICA EXPENSE	2,351.59	130.12	6,362.98	1.43
NYS UNEMPLOYMENT INS.	0.00	0.00	354.04	0.08
FEDERAL UNEMPLOYMENT INS.	0.00	0.00	151.24	0.03
NYS FRANCHISE TAX	0.00	0.00	175.00	0.04
FAMILY LEAVE ACT	(6.31)	(0.35)	(55.19)	(0.01)
LICENSES & FEES	149.00	8.24	831.02	0.19
MISC. TAX	0.00	0.00	833.23	0.19
TELEPHONE	0.00	0.00	8,264.94	1.85
GENERAL EXPENSE	(0.50)	(0.03)	85.14	0.02
GENERAL INSURANCE	13,041.87	721.65	52,871.94	11.84
DBL, COMP & MEDICAL	(9.00)	(0.50)	7,968.03	1.78
UTILITIES	0.00	0.00	4,924.73	1.10
REPAIRS & MAINTENANCE	1,537.39	85.07	3,531.60	0.79
DUES & SUBSCRIPTIONS	0.00	0.00	450.00	0.10
PRINTING & STATIONERY	0.00	0.00	21.31	0.00
PROFESSIONAL FEES	1,254.17	69.40	17,729.17	3.97
CLEANING & RUBBISH	0.00	0.00	93.95	0.02
BANK CHARGES	26.00	1.44	261.00	0.06
POSTAGE	0.00	0.00	169.71	0.04

LEVY & ASSOCIATES

UPSTATE CONCRETE & MASONRY CONTRACTING CO INC.

STATEMENT OF OPERATIONS

For the One Month and Year Ended

December 31, 2018

*Preliminary and Tentative
For Discussion Purposes Only*

	Current Period		Year To Date	
	Amount	Percent	Amount	Percent
VEHICLE EXPENSE	\$ 1,581.42	87.51	\$ 21,851.09	4.89
PARKING & TOLLS	45.00	2.49	674.56	0.15
OFFICE SUPPLIES & POSTAGE	0.00	0.00	2,884.35	0.65
ADVERTISING	0.00	0.00	1,042.79	0.23
ALARM SERVICE	0.00	0.00	51.54	0.01
EQUIPMENT RENTAL	0.00	0.00	761.88	0.17
EMPLOYEE REIMBURSED EXPENSES	0.00	0.00	387.35	0.09
UNION EXPENSES	(0.93)	(0.05)	(8.67)	(0.00)
CLIENT MEETINGS	1,078.60	59.68	10,806.58	2.42
DONATIONS	0.00	0.00	250.00	0.06
SUSPENSE	0.00	0.00	6,876.00	1.54
TOTAL TAXES	21,048.30	1164.68	150,601.31	33.74
TOTAL OPERATING EXPENSES	51,989.68	2876.78	236,198.03	52.91
Income From Operations	(50,282.80)	(2782.33)	148,633.59	33.29
OTHER INCOME & EXPENSE				
TOTAL OTHER INCOME & EXPENSE	0.00	0.00	0.00	0.00
other expense				
Total other expense	0.00	0.00	0.00	0.00
Net Income (Loss)	\$ (50,282.80)	(2782.33)	\$ 148,633.59	33.29

SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Skatepark Sidewalk - Bid No. 18.19

City of Newburgh, New York

STATE OF:

)
) SS:
)

County of:

I, Angelo Tondo of the Town, Village, City of Monroe
in the County of Orange and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of Upstate Concrete & Masonry Contracting Co Inc
being duly sworn, deposes and says that he now carries or that he has applied for a Workers' Compensation Policy to cover the
operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Upstate Concrete & Masonry Contracting Co Inc

Contractor Name

Subscribed and sworn to

Angelo Tondo

Name of Affiant

President

Title of Affiant

[Signature]
Signature of Affiant

Affix Notary Seal or Stamp below

before me this 14 day of May, 20 19

Notary Public of Orange County NY

My commission expires: 4/27/2021

Notary Signature: [Signature]



SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Skatepark Sidewalk - Bid No. 18.19

City of Newburgh, New York

STATE OF:)
) SS:
County of:)

I, Angelo Tondo of the Town, Village, City of Monroe
in the County of Orange and the State of New York
of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of Upstate Concrete & Masonry Contracting Co Inc
the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that
said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection
with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made
with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for said work.

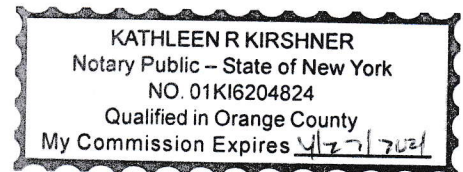
I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or
understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established
commercial or selling agencies maintained by Upstate Concrete & Masonry Contracting Co Inc

Subscribed and sworn to Angelo Tondo President
Name of Affiant *Title of Affiant*
Signature of Affiant

before me this 14 day of May, 20 19
Notary Public of Orange County NY
My commission expires: 4/27/2021

Notary Signature: [Signature]

Contractor Name
Title of Affiant
Signature of Affiant
Affix Notary Seal or Stamp below



This Affidavit must be completed by all Bidders

SECTION 00 43 20

**Certification Pursuant to Section 103-g of the New York State General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT**

Skatepark Sidewalk - Bid No. 18.19

City of Newburgh, New York

- 1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph A above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:
 - i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - ii. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Angelo Tondo Title: President

Signature: _____

Date: 5-14-19 Company Name: Upstate Concrete & Masonry Contracting Co Inc

STATE OF: NY)
) SS:

County of: Orange)

Subscribed and sworn to Angelo Tondo President
Name of Affiant Title of Affiant

before me this 14 day of May, 20 19

Affix Notary Seal or Stamp below

Notary Public of Orange County NY

My commission expires: 4/27/2021

Notary Signature: _____



RESOLUTION NO.: 145 - 2019

OF

JUNE 10, 2019

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT OF LEASE WITH RIVERSIDE NEWBURGH REALTY, LLC
FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS
SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING
PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS**

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142-2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169-2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75-2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized an extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to RBG of Newburgh, LLC, and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease ("New Lease") with RBG of Newburgh, LLC for the period February 1, 2017 through December 31, 2018; and

WHEREAS, the New Lease was assigned to Newburgh Riverside Realty, LLC, and by Resolution No. 372-2018 of December 10, 2018, the City council authorized and extension of the New Lease through June 30, 2019; and

WHEREAS, the City and Riverside Newburgh Realty, LLC have negotiated and agreed to a Second New Lease for the period July 1, 2019 through December 31, 2020 to continue the lease for parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Second New Agreement of Lease providing for a term beginning on July 1, 2019 through December 31, 2020 with Riverside Newburgh Realty, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease") made this ____ day of June, 2019, by and between Riverside Newburgh Realty, LLC, a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551 ("Landlord"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("Tenant").

W I T N E S S E T H:

WHEREAS, the Landlord and Tenant are parties to an Agreement of Lease dated January 13, 2017, for a term commencing on February 1, 2017 and terminating on December 31, 2018, which term was extended to June 30, 2019; and

WHEREAS, the Landlord owns in fee simple certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, as Tax Map Nos.: Section 31, Block 5, Lot 13.2 and Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, County of Orange and State of New York, as more particularly described in Schedule "A" annexed hereto and made part hereof known as and referred to herein as the "Premises"; and

WHEREAS, Landlord and Tenant desire to continue a lease of a portion of the Premises for use in connection with parking to be used for ferry service between the City of Newburgh and City of Beacon and uses associated therewith and Landlord desires to lease to Tenant a portion of the Premises therefor;

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

1. LANDLORD'S AUTHORITY, PREMISES, TERM

- 1.1 Landlord's Authority: Landlord is the sole owner in fee simple of the piece, parcel or tract of land lying and being in the City of Newburgh, County of Orange and State of New York, more particularly described in Schedule "A" annexed hereto (the "Land"), upon which in the locations outlined in red on Schedule "A" annexed hereto, a ferry landing and a parking area have been constructed. Landlord represents and warrants that it has full right and authority to lease a portion of the Premises, as herein defined, to Tenant and to otherwise enter into this Lease on the terms and conditions set forth herein.
- 1.2 Premises: Landlord hereby does lease and devise to the Tenant, and the Tenant does take and hire from Landlord a portion of those certain premises containing approximately 3.65 acres of land and improvements thereon, as more fully delineated in Schedule "A" annexed hereto (the "Premises"), for the purpose of providing two hundred and fifty (250) parking spaces for commuters using the Ferry to the Beacon

Train Station, as those parking spaces are more particularly shown on Schedule "B" annexed hereto and made a part hereof, together with all facilities which serve the Premises and with all and singular appurtenances, rights, including, without limitation, riparian rights appurtenant to the operation of ferry service, including a barge, landing and other necessary facilities (the "Facilities"), as the Facilities are more particularly shown on Schedule "C" annexed hereto and made a part hereof, and as described herein and in other agreements between and among the parties; including such other uses granted to Tenant hereunder, privileges and easements in or otherwise pertaining thereto including but not limited to, the nonexclusive right to use in common with Landlord and Landlord's tenants, guests, and invitees, such driveways, entranceways, stairways and such other similar or related facilities as may exist in and about the Premises, upon the covenants, conditions, limitations and agreements herein contained. The parties acknowledge that this Lease does not cover the entire +/- 3.65 acres, but is limited to the parking spaces and the Facilities.

- 1.3 Term: The initial term of this Lease (the "Initial Term") shall commence on July 1, 2019 and terminate on December 31, 2020 ("Expiration Date") (such Initial Term and any renewal thereof is hereafter referred to as the "Term"). The Term may be renewed ("Renewal Term") or subject to termination as further set forth herein.
- 1.4 Access: Commencing on the date hereof and throughout the Term and Renewal Term, if any, Tenant shall be permitted upon the Premises to prosecute any improvements work by Tenant, its employees, contractors, agents and permitted assignees, provided that the same does not adversely interfere with the use of the Premises. Landlord shall permit Tenant to bring and store at the Premises all equipment, supplies, and other property required or appropriate to prepare the Premises for Tenant's use and occupancy. If Tenant or its contractors enter upon the Premises as provided herein, then, Tenant shall provide or cause its employees, contractors, agents and permitted assignees to provide appropriate insurance naming Landlord as an additional insured in the amount of no less than Two Million (\$2,000,000.00) Dollars. In addition, the parties each agree to defend and indemnify the other from all claims, actions and damages arising from their own errors, acts, omissions, and/or negligence. Tenant agrees to be responsible, directly or contractually with others, for the provision of Workers Compensation and for all other necessary and appropriate insurance coverage for its own employees, contractors and sub-contractors.

2. RENT

The rent under this Lease ("Rent") shall be payable as follows: Rent payable in advance, on the first day of each month, in equal monthly installments of Twenty-One Thousand, Nine Hundred Sixteen (\$21,916.00) Dollars each, provided however, that Tenant shall have the right to terminate this Lease if the Tenant has not received reimbursement from New York State sources, including, but not limited to, the Metropolitan Transportation Authority ("MTA"), Metro-North Railroad ("Metro-North") and/or the New York State Department of

Transportation ("DOT"), of the full amount of the rent, and in no event shall Tenant's obligation to pay rent to Landlord exceed Tenant's reimbursement from other sources.

3. TENANT'S RIGHT TO TERMINATE LEASE

Tenant shall have the right to notify Landlord, in writing, of Tenant's cancellation of the Lease. Such notice of cancellation delivered to Landlord shall take effect ninety (90) days following Landlord's receipt of same.

In addition to the foregoing, at any time during this Lease, Tenant shall have the right to terminate this Lease immediately and with no further liability to Landlord upon the happening of the following: the occurrence of an accident or Act of Providence ("force majeure"), which has the effect of terminating or suspending for a significant extended period of time, the operation of the Ferry service which is the subject of this Lease, or has as its consequence the immediate termination of Federal and/or State funding therefor, it being expressly understood that the Tenant's source of funding for payment of the Rent is from State and/or Federal funding sources. It is further understood and agreed that Tenant shall have no obligation for rent payments in the event reimbursement from such State and/or Federal funding sources is terminated.

4. REAL ESTATE TAXES

For the purposes of this Lease, "Real Estate Taxes" shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon the Premises, the land or the improvements thereon, including without limitation any tax, assessment, charge or fee imposed in substitution for real estate taxes, any income or franchise tax or tax on rents in substitution for real estate taxes, and any increase attributable to special or non-standard fixtures, improvements or appurtenances installed at the Premises or at any portion of the Premises, all of which taxes, assessments, charges or fees shall be deemed to constitute Real Estate Taxes hereunder. Landlord shall be responsible to pay all Real Estate Taxes and other taxes and assessments in the nature of real estate taxes (including any assessment for public betterments or improvements and any taxes levied, assessed or imposed upon the Premises and any improvements thereon). The Tenant shall have no responsibility for any such Real Estate Taxes, taxes, or assessments, or other such charges, or for any expense, including payments to attorneys, experts and/or appraisers, paid or incurred by the Landlord in connection with contesting the assessed valuation of the Premises or any part of any real property of which the Premises are a part or with any application, proceeding, or settlement to obtain a reduction in real estate taxes for the Premises or any part of the real property of which the Premises are a part. Tenant shall not be entitled to any refund of real estate taxes or other taxes and assessments in the nature of real estate taxes which have been paid by Landlord and for which Landlord becomes entitled to a full or partial refund.

5. RENEWAL OPTIONS

- 5.1 No later than six (6) months prior to the expiration of the Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate this Lease, or to seek a renewal thereof.
- 5.2 Upon the mutual agreement of the parties, the Lease may be renewed for two (2) additional terms of two (2) years each, the first renewed term commencing on January 1, 2021 and expiring on December 31, 2022 and the second renewed term commencing on January 1, 2023 and expiring on December 31, 2024; provided, however, if the first renewal term is not agreed upon by the parties, there shall be no option to renew for the second renewal term.
- 5.3 Neither party shall be obligated to renew this Lease for any Renewal Term unless the parties have agreed to a new rental amount ("New Rent") and that funding for reimbursement of New Rent has been secured by New York State sources, including, but not limited to, the Metropolitan Transportation Authority ("MTA"), Metro-North Railroad ("Metro-North") and/or the New York State Department of Transportation ("DOT"), of the full amount of New Rent, and in no event shall Tenant's obligation to pay New Rent to Landlord exceed Tenant's reimbursement from other sources.

6. LANDLORD'S OBLIGATIONS TO COMPLY

Landlord, at its sole cost and expense, has obtained and complied with all environmental reviews, permits, permanent certificates of occupancy, and all other approvals from all governmental or quasi-governmental entities having jurisdiction and from all other entities from whom the same must be obtained (collectively, "Consents") necessary for Tenant's legal occupancy of a portion of the Premises as a parking area for the ferry service, and has obtained lien waivers ("Lien Waivers") from any and all general contractors, construction managers, subcontractors, materialmen, architects, engineers, and others engaged by or through Landlord for the construction and installation of improvements at the Premises. Except as provided in Section 7, Landlord shall not be responsible for any permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, the New York State Department of Environmental Conservation ("DEC"), United States Army Corps of Engineers ("Army Corps of Engineers"), United States Environmental Protection Agency ("EPA"), related to the operation of the ferry service or its docking and landing facilities.

7. LANDLORD'S IMPROVEMENTS

Landlord shall have the right to redevelop the Premises as part of a larger redevelopment plan. If Landlord elects to redevelop the Premises (or any portion thereof), Landlord, at its sole cost and expense, shall redevelop the Premises in compliance with all applicable laws, rules and regulations. Landlord shall obtain and comply with all environmental reviews, permits, permanent certificates of occupancy, and all other approvals from all governmental or quasi-governmental entities having jurisdiction and from all other entities from whom the same must be obtained which are necessary for Landlord's redevelopment project which

includes the Premises. Landlord covenants and warrants that any redevelopment of the Premises will not interfere with or impede Tenant's Intended Use (as defined herein) . Landlord shall be permitted to engage general contractors, construction managers, subcontractors, materialmen, architects and engineers for the construction and installation of improvements at the Premises, without notice to the Tenant and without the need for the Tenant's approval. Landlord shall be responsible for any permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, the City of Newburgh, DEC, Army Corps of Engineers, EPA, related to the redevelopment of the Premises, which include any permits required to move the ferry operation and location if desired by Landlord as part of its redevelopment project. Landlord shall have the absolute right to relocate the two hundred fifty (250) parking spaces to another location on the Premises at Landlord's cost and expense upon providing written notice to Tenant, MTA, Metro-North and the Ferry operator two weeks in advance of such relocation. Landlord shall have the absolute right to relocate the Facilities and fixtures located on the Premises, as well as the location of the Ferry operation, its docking and landing facilities, as part of its redevelopment project, to another location on the Premises at Landlord's cost and expense, upon providing written notice to Tenant, MTA, Metro-North and the Ferry operator at least six months in advance of such relocation, and then only after obtaining all approvals and permits required for such relocation. Any such relocation of the parking spaces shall insure that during the Term there will be two hundred fifty (250) parking spaces for commuters using the Ferry at such times as otherwise required under this Lease. Any such relocation of the parking spaces, the ferry location, its docking and landing facilities, the fixtures and Facilities will not interfere or impede with Tenant's Intended Use as defined herein. Landlord shall obtain all permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, DEC, Army Corps of Engineers, EPA, necessary to relocate the Facilities and fixtures. Landlord's relocation of the Facilities and fixtures shall not disrupt the operation of the Ferry or its docking and landing facilities.

8. LANDLORD'S INSURANCE

- 8.1 Upon the commencement of this Lease, Landlord shall name Tenant, the MTA, Metro-North and the DOT, as an additional insured on Landlord's policy of insurance covering damage to the Premises, which coverage shall remain fully in effect during the Term of the Lease. Landlord shall provide Tenant with the appropriate certificate of insurance naming Tenant, the MTA, Metro-North and the DOT as additional insured. The parties understand and agree that standard maintenance of the Facilities and parking area during ferry operations including but not limited to trash removal, snow removal, repairs and upkeep shall be the responsibility of the Ferry operator. Such Ferry operator shall also be responsible for any and all costs associated with the negligence, willful misconduct, or failure of the Ferry operator to properly perform such maintenance during Ferry operations.
- 8.2 Liability Insurance. The Landlord, at its expense, shall maintain such property insurance, casualty insurance, workers compensation and employer's liability insurance (unless the Landlord has no employees at the Premises), as a prudent owner

of such riparian property as the Premises in the City of Newburgh, County of Orange, would carry. It is the further understanding of the parties that the Ferry operator shall provide adequate environmental insurance and other insurance as may be required in this Lease, in a form to be approved by the Landlord.

- 8.3 Underwriters. Each insurance policy required under this Section 8 shall be written by an insurance company authorized to do business in the State of New York, including New York “non-admitted carriers” having a Best & Company, Inc. rating of “A” or higher and a financial size category of not less than VII. Each of the parties to this Lease shall carry such insurance as the State or other involved entities and parties shall require.

9. USE

The Tenant shall have the right to use and occupy the Premises itself, and/or by having a third party or parties use, occupy and operate the Premises, pursuant to an assignment or sublease or agency agreement or other contract, as a site for a two hundred fifty (250) space parking lot for commuters using the Ferry, dock, barge and facility for a cross-Hudson River ferry project, as may be permitted by law and in accordance with the terms of this Lease (the “Intended Use”). The Landlord warrants and represents that the Premises may lawfully be used for the Intended Use and for the Term and the Renewal Term, if any. Landlord covenants that it will do no act or thing, with respect to the Premises or otherwise, which will adversely affect ingress into or egress from the Premises or the Tenant’s ability to use the Premises for the Intended Use or the commuters use of the two hundred fifty (250) parking spaces during the times otherwise required under this Lease. Subject to the provisions of this Lease, Landlord shall indemnify and defend Tenant against any cost, liability, or expense arising from, through or in connection with the use of the right of way by third parties, any other tenant of Landlord, or anyone permitted by Landlord to use the same. Landlord warrants and represents that such grant of right of ingress and egress shall not adversely affect or interfere with Tenant’s use and enjoyment of the Premises and shall expend in good faith its commercially reasonable efforts to remedy any such interference as may occur. The parties agree that they will cooperate to secure such insurance and indemnification as may be provided for either or both of them by the DOT, Metro-North, or both, or either of them. Landlord shall have no duty or authority to monitor, control, or regulate the parking spaces provided for ferry users during ferry operations. Specifically, but not in limitation of the foregoing, the Landlord shall not be permitted to use or permit any portion of the Premises to be used by the general public for commercial purposes, such as the holding of flea markets, meetings or gatherings, food or social events, or the display, sale or storage of goods vehicles or other items, without Tenant’s prior express written approval thereof, during ferry operations which has the effect of interfering or preventing parking use by ferry users. Tenant shall have the obligation to enforce parking for ferry riders only during ferry operations. At all other times, when the ferry is not operating or bus service is not provided in substitution for ferry service, Landlord reserves the right to establish and enforce parking restrictions consistent with applicable law, rule or regulation.

10. LEGAL REQUIREMENTS

- 10.1 Tenant, at its sole cost and expense, shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer or officers, pursuant to law ("Legal Requirements") which duty to comply arises from Tenant's Intended Use of the Premises, except for the duty to make any structural repair to or alteration of the Premises. The Tenant shall not do or permit to be done any act or thing upon the Premises, which will invalidate or conflict with fire or other insurance policies ("Insurance Requirements") covering the Premises and fixtures and property therein.
- 10.2 Landlord represents, warrants and covenants that the zoning for the area in which the Premises is located permits the use of the Premises for the Intended Use; (i) that the improvements constructed by Landlord and/or prior owners at the Premises are constructed in accordance with applicable legal requirements for the Landlord's use and Intended Use; (ii) that a permanent or final certificate of occupancy or certificate of completion has been or will be issued by appropriate authorities allowing the use of the Premises for the Intended Use. Landlord shall not permit the certificate of occupancy or certificate of completion for the Premises to be amended or revoked during the Term to prohibit or interfere with the Intended Use. Landlord further represents, warrants and covenants that there is no easement, covenant or other encumbrance upon or affecting the Property or any portion thereof which will prevent, restrict or in any way limit Tenant's ability to use the Premises for the Intended Use and that Landlord has no notice of any violation affecting the Premises or knowledge of any condition at the Premises which but for the passage of time would be in violation.

11. ASSIGNMENT, MORTGAGE OR ENCUMBRANCE

- 11.1 Assignment; Sublet: Landlord may assign, underlet, mortgage or encumber this Lease, at any time, without the prior written consent of the Tenant, subject to the terms of this Lease. Tenant shall have the absolute right upon notice to the Landlord to assign any and all of its rights and obligations hereunder to any governmental or quasi-governmental entity of the State of New York or of the United States, for the purposes of providing parking for the operation of a ferry. Any other assignment or sublet of this Lease by Tenant requires the prior written consent of the Landlord, which consent may be unreasonably conditioned, withheld or delayed.
- 11.2 Subordination; Quiet Enjoyment: This Lease shall be subordinate to all present and future mortgages which affect the Premises, including renewals, consolidations, replacements and extensions thereof. Subject to the provisions of this Lease, the Tenant's right to quiet possession of the Premises shall not be disturbed if the Tenant is not in material monetary default hereunder beyond any applicable notice and cure periods, unless this Lease is otherwise terminated pursuant to its terms.

12. ESTOPPEL CERTIFICATE

Upon reasonable prior written request by either party to this Lease, the other party shall promptly execute, acknowledge and deliver to the requesting party a statement certifying, to the certifying party's knowledge, that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications, stating, to that party's knowledge, the dates to which the rent has been paid, whether the requesting party is in default and, if so, specifying such default.

13. NON-LIABILITY FOR THE TENANT'S WORK

Landlord shall not be liable to pay for, and the Tenant shall hold the Landlord free and harmless from any obligation to pay for, any work, labor or services rendered or materials furnished or claimed to be furnished, to or for the account of the Tenant upon or in connection with any construction and/or improvement of the Premises by the Tenant, and no mechanic's or architects' lien in the form of a mechanic's lien filed by a contractor, subcontractor, or architect for work, labor and services performed and/or materials furnished to or for the account of the Tenant shall be in any instance attached to or affect the Premises or any alterations, repairs or improvements to be made thereon, and, if any such lien or liens shall be filed, the Tenant shall within thirty (30) days after the receipt of notice thereof pay or bond such mechanic's lien or otherwise cause the same to be discharged. This Section 13 shall in no event be interpreted or construed to mean or intend that Tenant shall in any manner be liable to Landlord for any liability, lien or encumbrance of any kind which shall result from any act, omission or decision of DOT or Metro-North.

14. ASSIGNMENT FOR THE BENEFIT OF CREDITORS; BANKRUPTCY

- 14.1 To the fullest extent permitted by law, if at any time after the effective date of this Lease there shall be filed by or against the Landlord in any court a petition for the appointment of a receiver of all or a portion of the Premises, or if the Landlord makes an assignment for the benefit of creditors, at Tenant's option without waiver of any right or remedy Tenant may have at law, at equity or otherwise, this Lease shall terminate on the date specified in a notice by Tenant of its exercise of its right to terminate or this Lease shall remain in full force and effect, and neither Landlord nor any person claiming through or under the Landlord or by virtue of any statute or of an order of any court shall be entitled to possession of the Premises or other use, right or entitlement thereto or part thereof.
- 14.2 Bankruptcy: Should a petition for bankruptcy be filed by or against either party pursuant to Title 11 of the United States Code or its successor statute, such party shall comply with all requirements as set forth in 11 U.S.C. §365 or any successor statute regarding the assumption, assignment or rejection of this Lease. Such party shall either cure all defaults, compensate actual losses, give adequate assurance of future performance and fulfill all obligations pursuant to 11 U.S.C. §365(b)(1) or other

applicable law and assume the obligation; or shall reject this Lease as provided by the Bankruptcy Code. In the event a petition for bankruptcy is filed by the Landlord, no sale or assignment of the Premises shall be permitted without the written consent of the other party or without compliance with the assumption and assignment provisions under the Bankruptcy Code pursuant to 11 U.S.C. §365 or its successor statute. If a petition in Bankruptcy has been filed, the applicable sections of Bankruptcy Law regarding assignment shall govern.

- 14.3 Nothing contained in this Lease shall limit or prejudice the right of either party thereto to prove for and obtain, in proceedings for the termination of this Lease by reason of bankruptcy or insolvency, in amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceeding in which, the damages are to be proved.

15. DEFAULT

- 15.1 Default by Tenant: The occurrence of any of the following at any time during the Term shall constitute an Event of Default:
- 15.1.1 If Tenant shall fail to pay any installment of Rent, as and when the same becomes due and payable, and such failure shall continue for a period of sixty (60) days after Tenant's receipt of written notice thereof from Landlord referring to this Section 15, specifying such failure and requiring that it be remedied, except during any tolling period as set forth in Section 15.2.
- 15.1.2 If Tenant shall fail to perform or comply with any material term of this Lease, other than a failure referred to in Section 15.1.1 above, and such failure shall continue for a period of ninety (90) days after Tenant's receipt of written notice thereof by Landlord referring this this Section 15 specifying such failure and requiring it to be remedied, provided however, that in case such failure cannot be completely cured or remedied within such ninety (90) day period, if Tenant commences to remedy such failure within such ninety (90) day period, and thereafter prosecutes with reasonable diligence and in good faith, then the period of time after the receipt of such notice by Tenant within which such failure may be remedied shall be extended so long a Tenant prosecutes the remedying of such failure with reasonable diligence.
- 15.2 Default by Landlord: If (i) Landlord shall default in the observance or performance of any obligation on Landlord's part to be observed or performed under or by virtue of any of the material terms or provisions of this Lease and/or such requirements as may be set forth in any agreements between Landlord and DOT and Metro-North, the operator and/or any other party involved in the operation of the Ferry; and (ii) Tenant shall notify Landlord of the existence of such default referring in such notice to this Section 15.2, and (iii) said default shall continue for a period of ninety (90) days after said notice, or, if said default cannot be remedied within said ninety (90) day period and Landlord does not prosecute the same with reasonable diligences to completion,

then Tenant may terminate this Lease and surrender the Premises without any liability therefor, whereupon the Lease shall be of no further force and effect.

16. LANDLORD'S REMEDIES

- 16.1 If this Lease is terminated and if Landlord shall re-enter the Premises, or in the event of termination of this Lease, and of re-entry, by or under any proceeding or action or any provision of law, or by reason of any Event of Default hereunder by Tenant, or in the event of termination by New York State or under State law, rule or decision, Tenant covenants and agrees that: (a) the Rent shall become due thereupon and be paid up to the time of such termination; and (b) the Landlord may re-let the Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may at the Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease.
- 16.2 Notwithstanding the foregoing, a pre-condition to the serving of any notice to terminate on account of an Event of Default by Tenant or by any involved New York State agency or private company, is that Landlord shall first have sent any and all notices concerning that default or violation to all parties entitled to notice hereunder, including Tenant, and such party or parties shall have a reasonable opportunity to cure such default as specified in Section 15.2.

17. TERMINATION PROCEDURES

- 17.1 End of Term or Renewal Term, if any: Except as otherwise provided herein, upon the expiration or earlier termination of the term of this Lease, the Tenant shall quit and surrender to the Landlord the Premises in good order and condition, ordinary wear excepted, and the Tenant shall remove all of its property from the Premises. The Tenant's obligation to observe or perform this covenant shall survive the expiration or earlier termination of the term of this Lease. Other than the removal of the Tenant's personal property, the Tenant shall have no obligation whatsoever to remove any property or restore the Premises in any manner whatsoever, it being the parties' intention that the Tenant will, except as otherwise set forth in this Section 17.1 leave the Premises "as is" at the Expiration Date. Tenant shall not be liable to Landlord to perform any service or provide money or thing of value to Landlord on behalf of any other New York State or government agency or any private party.
- 17.2 Holdover Upon Consent: In the event Tenant remains in possession of the Premises after the expiration of the Term or Renewal Term, if any, Tenant shall be deemed to be a tenant from month-to-month under all of the same terms and conditions, except as to the duration of the Term. Either party may terminate such tenancy by delivering to the other at least thirty (30) days prior written notice of its intent to terminate.

18. QUIET ENJOYMENT

The Landlord covenants and agrees that the Tenant, so long as it shall not be in default hereunder beyond the expiration of any applicable grace or notice period, shall and may peacefully and quietly have, hold and enjoy the Premises, subject to other terms and conditions hereof.

19. NO WAIVER

- 19.1 Surrender: At the expiration of the Term, Tenant agrees to quit and surrender possession of the Premises to Landlord in as good condition as when delivered by Landlord, excepting reasonable wear and tear.
- 19.2 No Waiver: The failure of Landlord or Tenant to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of any original violation. The receipt by the Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The payment by Tenant of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by either party hereto, unless such waiver be in writing signed by such party. No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly rent due hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease, except as may be expressly provided herein. This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom the enforcement of the change, modification, discharge or abandonment is sought.

20. WAIVER OF TRIAL BY JURY AND NON-BINDING ARBITRATION

Landlord and Tenant shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, and any equitable, statutory or other remedy. The parties agree that in the first instance any dispute hereunder shall be referred to a process of non-binding arbitration or other acceptable form of alternative dispute resolution.

21. NOTICES

Except as otherwise provided in this Lease, any notice or communication which the Landlord or the Tenant may desire, or may be required, to give to the other, shall be deemed sufficiently given or rendered if, in writing, delivered to that party personally or addressed to, or sent by certified mail or nationally recognized overnight courier service, to the addressees at the addresses listed below and to any other addressees as either party hereto shall designate by written notice to the other in accordance herewith, and at the time of delivery of such bill or statement and notices shall be deemed given when mailed, except for any notice of default, which shall be deemed given when received. Any notice to Landlord must be served by certified mail or national recognized overnight courier service, addressed to Landlord at the Landlord's address as set forth in the caption hereof or at any such other address as the Landlord shall designate by written notice to the Tenant in accordance herewith.

If to Landlord at the address set forth in the caption above, with a copy to:

Drake Loeb, PLLC
555 Hudson Valley Avenue, Suite 100
New Windsor, NY 12553
Attn: Glen L. Heller, Esq.

If to Tenant, then to:

City Manager
The City of Newburgh
83 Broadway
Newburgh, NY 12550

with a copy to:

Corporation Counsel
The City of Newburgh
83 Broadway
Newburgh, NY 12550

with a copy to:

MTA Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th Floor
New York, NY 10170
Attn: General Counsel

with a copy to:

New York State Department of Transportation
Regional Office 8
4 Burnett Boulevard
Poughkeepsie, NY 12603

22. INDEMNITY

- 22.1 Indemnity: To the fullest extent permitted by law, each party hereto (an “Indemnifying Party”) shall indemnify the other party and the other party’s principals, agents, affiliates and subsidiaries, as well as their officers, directors, affiliates, employees, agents, attorneys, legal representatives, and their respective successors and assigns (referred to individually as an “Indemnified Party” and collectively as “Indemnified Parties”) from and against any claims for death, personal injury or property damage arising out of the act, omissions or negligence of the Indemnifying Party in accordance with the policies and practices of insurance of the parties. This indemnification shall include all costs, expenses and liabilities incurred in connection with any claim covered by this Section 22, including, but not limited to, reasonable attorney’s fees to and through appellate proceedings. This provision shall survive termination of this Lease.
- 22.2 Limitation of liability: The Indemnified Parties shall not be liable for (a) any damage to property of the one or of others entrusted to the other party or its employees or for the loss of or damage to any property by theft; (b) any injury or damage to persons or property resulting from fire, explosion, or from any other cause of whatever nature, unless caused by or due to the negligence or intentionally tortious acts of any of the other party; nor shall any of the parties be liable for any such damage caused by the other parties or third persons on the Premises; (c) notwithstanding whether the injury or damage is caused by any act or failure to act of any of the parties, any injury or damage for which an Indemnified Party would have been reimbursed under policies of insurance required by the terms of this Lease to be maintained (i) had the Indemnifying Party not failed to procure or maintain such policies of insurance, or (ii) had the party not failed to procure or maintain such policies of insurance with at least the limits herein specified; or (d) injury to or interruption of the party’s business by reason of any of the foregoing events. If either party has supplied the other with liability insurance, and if an action or proceeding against a party is within the scope of coverage of such policy, the Indemnified Party shall look solely to such policy and the other party shall have no obligation to defend, protect, indemnify or hold harmless the other even if the amount of such policy is exceeded. In no event shall any of the individuals who are the employees, officers, and/or directors of Landlord or Tenant be personally liable for any cause of action arising hereunder. It is the understanding of the parties hereto that each and both of them will be fully insured and indemnified by the involved New York State agencies and/or by the private operator.

23. TITLE TO IMPROVEMENTS

The Landlord's improvements upon the Premises shall belong solely and absolutely to the Landlord. Title to any other improvements, including without limitation security gates, parking revenue devices, and the like, to be installed by or on behalf of the Tenant shall remain with the Landlord, except as may be provided in other agreements with involved New York State agencies or other private parties, and except as provided herein.

24. SERVICES

It is the understanding of the parties that Landlord shall not be responsible to re-stripe or re-seal the Premises during the Term of this Lease. The Landlord shall provide two (2) ADA compliant bathrooms. It is the understanding of the parties hereto that during the life of this Lease, the operator of the Ferry shall be responsible for normal care and cleaning and security of said bathrooms during ferry operations, as may be further provided in written agreements by and between the parties and/or other involved parties.

25. CONDEMNATION

The condemnation of a part of the Premises by competent authority shall not affect the provisions of this Lease, except for a proportional abatement of rent hereunder if such condemnation impacts the portion of the Premises leased hereunder or the operation of the Ferry, but if the condemnation of the whole of the Premises or any part of which materially interferes with the conduct of the operation of the ferry and/or Tenant's business thereon shall occur, then the term of this Lease shall thereupon expire, the Tenant shall quit the Premises, leaving them and the structures thereon in their then condition as set forth in Section 19.1 and other provisions hereof. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made directly to Tenant for loss of business, for the taking of Tenant's fixtures and other property of Tenant or Tenant's relocation expenses, only if a separate award for such items is made to Tenant.

26. OPERATION OF THE PREMISES

- 26.1 Condition of the Premises: All parties and involved entities shall cooperate to keep the Premises in good condition and in a proper state of repair. Landlord shall have no obligation to undertake any capital improvements to the Premises during the Initial Term of this Lease. It is the understanding of the parties that the Ferry operator and/or its contractor shall be obligated to keep the Premises clean and free and clear of refuse, snow, ice and any obstructions to the free and safe use thereof during ferry operations. The Tenant shall take reasonable precautions to prevent nuisances, disorders and breaches of the peace. The Landlord and Tenant shall comply with all of the rules and regulations of the New York State agencies and of reasonable amendments thereto provided that the Landlord and Tenant have received prior

written notice and that such rules and regulations are applied uniformly to Landlord and any other tenant at the Property.

- 26.2 **Waste Removal:** The Tenant and Landlord shall mutually furnish and maintain receptacles sufficient to contain each party's own and ferry customers' rubbish, waste and litter. It is the understanding of the parties that during ferry operations, Metro-North and/or the Ferry operator and/or its contractor shall be solely responsible for the regular removal of all trash, rubbish, waste and litter from the Premises.
- 26.3 **No Damage or Defacement:** The Tenant covenants and agrees that its representatives and employees will not deface or damage any property of the Landlord. The parties shall expend reasonable efforts to keep and maintain the Premises free from defacement and graffiti at all times.
- 26.4 **Advertising and Signs:** Tenant and the involved New York State agencies shall have the right to install or erect such signs as they deem necessary or appropriate in or on the Premises. The specifications and design of any exterior signs shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.
- 26.5 **Risk of Loss:** The Landlord assumes all risk of loss or damage to the fixtures, equipment, currency and property of every nature and description, brought, placed on or kept by the Landlord at the Premises, whether such loss or damage is due to fire, burglary, theft, vandalism, riot, or any other cause. In no event shall the Tenant be liable to the Landlord on account of damage to or loss of any such property, except where such loss arises from the Tenant's negligence or misconduct.

It is the parties' mutual understanding that they and each of them shall be named as an additional insured and indemnitee of the Ferry operator, DOT, and Metro-North in the event of any and all claims, proceedings, actions and/or damages resulting from the negligence, acts or omissions of such other entities as provided in Section 22.2 hereof.

- 26.6 **Publicity:** The Landlord shall not make any public statements or issue any publicity with respect to this Lease without the prior written approval of the Tenant and the involved New York State agencies, which may be granted or denied in the Tenant's and/or New York State agencies' sole discretion. The Landlord may not use, and shall not place, or allow to be placed, the name or logo or any intellectual property of Tenant or any of the other Tenant's indemnities or any governmental or quasi-governmental authority or affiliates of any of the foregoing entities or persons in any advertisement, publication, disclosure statement, private placement memorandum or similar document without first affording Tenant reasonable opportunity to review such document and obtaining Tenant's prior written consent to the printing and dissemination of such document, which consent may be granted or denied in the Tenant's sole discretion, except that Tenant shall not unreasonably withhold consent to a request by Landlord to publicize the terms of this Lease in connection with the

further development of the Premises. Any request for Tenant's consent must include a copy of the proposed materials.

- 26.7 Other Obligations: The parties acknowledge that the Tenant has separate agreements with DOT and/or Metro-North regarding the provision of ferry service and parking. The parties to this Lease will cooperate with each other to enable the City to fulfill its obligations under said agreements.

27. HAZARDOUS MATERIALS

- 27.1 Definitions: For the purposes of this Section, the following definitions will apply:

"Environmental Actions" means any complaint, summons, citation, notice, fine, directive, order, claim, litigation, investigation, judicial or administrative proceeding or judgment, letter or other communication from or by any governmental authority or any third party involving violations of Environmental Laws or Releases of Hazardous Materials at, on, in, under, from or onto the Premises.

"Environmental Claims" means any and all actions, suit, orders, claims, liens, notices, investigations, proceedings, or complaints, whether any of the foregoing are administrative, judicial or otherwise, brought, issued, asserted or alleged by: (i) a federal, state or local governmental authority or by a private person or business entity for compliance, injunctive relieve, damages, including, but not limited to, natural resources damages, penalties, removal, response, remedial, or other action pursuant to any applicable Environmental Law; and/or (ii) a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death, and/or property damage resulting from the release of, or exposure to, a Hazardous Substance.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended; the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq., as amended; the Clean Air Act, 42 U.S.C. §7401 et seq., as amended; the Clean Water Act, 33 U.S.C. §1251 et seq., as amended; the Occupational Safety and Health Act, 29 U.S.C. §651, et seq., as amended, the New York State Conservations Law, the New York State Navigation Law, and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability and/or establishing standards of conduct for protection of the environment and/or relating to Tanks, as herein defined.

"Environmental Lien" means any lien, security interest, charge or other encumbrance for Environmental Liabilities and Costs levied or imposed by, or easement for environmental purposes reserved by or granted to, a governmental authority or any third party.

"Environmental Liabilities and Costs" means any monetary obligations, losses, liabilities of any kind whatsoever, including strict liability, damages, punitive

damages, consequential damages, treble damages, costs and expenses, including all reasonable out-of-pocket fees, disbursements and expenses of counsel, out-of-pocket expert and consulting fees and out-of-pocket costs for environmental assessments, remedial investigation and feasibility studies, environmental clean-up liabilities, environmental compliance costs, fines, penalties, sanctions and interest incurred as a result of any Environmental Action filed by any governmental agency or any third party which relate to any violations of Environmental Laws; Remedial Actions; or Releases or threatened Releases of Hazardous Materials at, on, in, under, from or onto the Premises.

“Hazardous Materials” means any solid, liquid or gaseous element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws; petroleum and its refined products; polychlorinated biphenyls; lead; any substance exhibiting a hazardous waste characteristic, including, but not limited to, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and any raw materials, building components, including, but not limited to, asbestos-containing materials, and manufactured products containing hazardous substances.

“Involved State Agencies” mean the New York State Department of Transportation (“DOT”), Metro-North Commuter Railroad (“Metro-North”), and any other agency or official with regulatory jurisdiction over the Facilities, the Premises, or any other aspect or component of the Facilities.

“Release(s)” or “Released” means any spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing (including the abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Materials) of Hazardous Materials into the environment.

“Remedial Action” or “Remediate” or “Remediation” means all actions taken or to be taken in order to clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate, endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or any other actions authorized by CERCLA or any other applicable federal, state or local law or regulation.

“Tanks” means all underground storage tanks and aboveground storage tanks and their appurtenances, pipes, lines, fixtures and other related equipment which exist or have existed at the Premises.

- 27.2 Hazardous Materials. The Landlord shall not cause, permit or suffer any Hazardous Materials to be used, stored, generated or disposed of above actionable levels on the Premises, except for those Hazardous Materials used in the normal course of vehicle

parking and ferry docking operations. If the Landlord causes, suffers, or permits contamination by Hazardous Materials above actionable levels at the Premises during Tenant's use of the Premises, the Landlord shall defend and indemnify the Tenant and other Indemnitees against, and hold the Tenant and other Indemnitees harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, including, without limitation, any and all sums paid for the settlement of claims and reasonable attorneys', consultant, and expert fees, arising during or after the term of this Lease by reason of such contamination. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Premises which is required by Environmental Laws or any clean-up, removal or restoration required by a federal, state or local agency including, without limitation, any such costs associated with the contamination above actionable levels of adjacent property or ground water. In addition, if the Landlord causes, suffers or permits the contamination of the Premises by Hazardous Materials above actionable levels, the Landlord shall promptly, at its sole expense, take any and all actions required by Environmental Laws to Remediate the Premises. However, Landlord shall not be responsible for any contamination which results from the actions, failure to act, misconduct, negligence and/or neglect of the Tenant, its sub-tenants, guests, and invitees, the ferry operator, the MTA, Metro-North or the DOT.

- 27.3 Landlord's Representations. The Landlord represents and warrants to the Tenant, to the best of the Landlord's knowledge, that now and throughout the Term and Renewal Term, if any: (i) the Premises are in compliance with applicable Environmental Laws; (ii) the Premises are not subject to any Environmental Actions; and (iii) neither the Premises nor any personal property located thereon are subject to any Environmental Liens. If the Landlord shall be required to remediate the Premises, the remediation will be done in compliance with any New York State Department of Environmental Conservation ("DEC") order and any federal, state or local governmental agencies with regulatory or enforcement authority for environmental conditions at the Premises, and Landlord shall provide Tenant with written notification from the DEC, or such other governmental entities, to this effect. Landlord will (i) employ such construction techniques, procedures, and other measures to assure the health and safety of all persons during any excavation, demolition, and construction activities it may perform at the Premises; (ii) undertake and complete any and all environmental investigations and remedial actions as may be required under statutes, rules, regulations, and common law existing during the period of time of such work to ensure that on completion of the work the condition of the Premises is appropriate for the public uses and other purposes to which it will be put; and (iii) remove and disposes of any extraneous tanks, pipes, and appurtenances. Any limitations set forth in this paragraph regarding "existing" statutes, rules, regulations and common law shall not limit the Landlords' indemnification obligations contained in this Lease. Subject to the terms of this Lease, Landlord hereby, for itself and its legal representatives, successors and assigns (the "Releasing Parties"), release Tenant from any and all actions or proceedings, cost, expense and liability of every kind whatsoever, including, without limitations, fees, costs, and disbursements of experts, consultants, and attorneys, whether known or unknown,

suspected or unsuspected, of any kind or nature whatsoever which any of the Releasing Parties ever had, now has, or may, shall or can hereafter have or acquire, arising out of, or in any way connected with (i) the presence, suspected presence, release or threatened release of Hazardous Materials, in, on, under, above or about the Premises during the Term and Renewal Term, if any; (ii) the effect of any Environmental Laws with respect to the Premises or any activity conducted thereon during the Term and Renewal Term, if any; (iii) any Environmental Claim, any environmental clean-up activity, any environmental compliances cost, and any defect, latent or patent arising in connection with the condition of the Premises during the Term and Renewal Term, if any, unless such conduct was a result of the failure to act, misconduct, negligence and/or neglect of the Tenant, and/or its sub-tenants, guests, and invitees, the ferry operator, the MTA, Metro-North or the DOT.

27.4 Environmental Indemnification by Landlord.

27.4.1 The Landlord hereby agrees to defend, indemnify and hold harmless Tenant and Tenant's Indemnitees from and against, any Environmental Claim, and any Environmental Liabilities and Costs arising out of: (i) any Releases of Hazardous Materials above actionable levels that occurred prior to or on account of conditions existing at, on, under or about the Premises at any time and at, on, conditions under or about the Premises during the Term and Renewal Term, if any; (ii) any violations of Environmental Laws or Environmental Actions that are attributable to the Landlord's acts or omissions, or those of any affiliate of the Landlord, or any prior occupant or predecessor-in-interest or servant, employee or agent of the Landlord, or on account of conditions existing at, under, or about the Premises during the Term and Renewal Term, if any; (iii) any breach of any warranty or representation or covenant regarding environmental matters made by Landlord; and (iv) any Releases or threatened Releases of Hazardous Materials caused by the Landlord or any affiliate of the Landlord, or any prior occupant, predecessor-in-interest or servant, employee or agent of the Landlord, or on account of conditions at the Property at any time, and on account of conditions, at, under, on, and about the Premises prior to and during the Term. This indemnification shall survive the expiration or earlier Termination of this Lease. This indemnification shall not be applicable if any of the conduct contemplated in (i) through (iv) above arises out of the failure to act, misconduct, negligence and/or neglect of the Tenant, and/or its sub-tenants, guests, and invitees, the ferry operator, the MTA, Metro-North or the DOT.

27.4.2 Upon discovery of any Hazardous Materials at the Premises, above actionable levels, which, for purposes of this Section, includes, but is not limited to, the air, surface water, ground water or riparian areas of the Premises, which does not arise out of the acts or omissions of the Tenant, its employees, agents or contractors or invitees at the Property where such condition may reasonably be anticipated to affect the Premises, the Tenant shall have the following options:

- A. Upon thirty (30) days written notice to the Landlord, the Tenant may terminate this Lease without penalty of any kind and be released from any liability under this Lease as of the termination date ; or
- B. The Tenant may require the Landlord, at the Landlord's sole cost and expense, to diligently and in good faith promptly perform all work necessary to investigate and/or Remediate any Hazardous Materials above actionable levels in, on or about the Premises, such work being performed in conformity and compliance with all Environmental Laws.

Notwithstanding the Tenant's election to exercise its rights under subsection (B) above, the Tenant may, at any time, exercise its right to terminate this Lease as provided for in subsection (A) above or elsewhere in this Lease prior to the completion of the Remediation. If the Tenant's use of the Premises is rendered substantially or totally impaired by the presence of Hazardous Materials above actionable levels not caused by the Tenant, its agents, employees or contractors, and/or its sub-tenants, guests, and invitees, the ferry operator, the MTA, Metro-North or the DOT, the Rent and other charges due under this Lease shall abate until such time as the Tenant is able in its judgment to resume uninterrupted operation at the Premises.

28. NO PARTNERSHIP

Nothing in this Lease shall be construed to be or create a partnership, joint venture, express or implied agency, or employer/employee relationship between the Landlord, its successors or assigns, and the Tenant and/or any of the other Tenant's Indemnitees, their successors or assigns.

29. MISCELLANEOUS

- 29.1 Binding Effect; entire agreement; no oral modification. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Landlord and the Tenant and their respective assigns and successors. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Lease.
- 29.2 Captions; Gender and Number. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires. Any captions to Articles, Sections or Subsections hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.
- 29.3 No Broker. The Landlord and the Tenant each represent to the other that they have dealt with no broker in connection with the negotiation and execution of this Lease or

in procuring same. The Landlord and the Tenant further agree that, should any claim be made for brokerage fees, by, through, or on account of any acts of the Landlord or the Tenant or their respective representatives, the party upon whose acts such claim is made will hold the other harmless from any and all liabilities and expenses in connection therewith.

- 29.4 Severability. The provisions of this Lease are severable, and it is the intention of the parties hereto that, if this Lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts hereof, the remaining provisions of this Lease shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.
- 29.5 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New York and the venue for any action or proceeding hereunder shall be in the City of Newburgh or the County of Orange, New York.
- 29.6 This Lease may be executed in more than one counterpart, each of which will be deemed an original, but all of which will constitute one and the same instrument. This Lease may be executed with original signature in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.

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

RIVERSIDE NEWBURGH REALTY, LLC Landlord

By: _____
William Kaplan, Manager

By: _____
Joseph A. Bonura, Sr., Manager

CITY OF NEWBURGH, Tenant

By: _____
Joseph P. Donat
City Manager
Per Res. No.

RESOLUTION NO.: 146 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A FIFTH MEMORANDUM OF UNDERSTANDING WITH
METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE
REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO
THE NEWBURGH-BEACON FERRY SERVICE**

WHEREAS, the City of Newburgh and Metro-North Commuter Railroad (“MNR”) entered into an Agreement, dated August 16, 2004 (the “Agreement”), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the “Amended Lease”); and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015, and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC, and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease with RBG of Newburgh, LLC for the period February 1, 2017 through December 31, 2018 (the “New Lease”); and

WHEREAS, the New Lease was assigned to Newburgh Riverside Realty, LLC, and by Resolution No. 372-2018 of December 10, 2018, the City authorized an extension of the New Lease for the period January 1, 2019 through June 30, 2019; and

WHEREAS, by Resolution No. 111-2015 of May 11, 2015, Resolution No. 11-2017 of January 9, 2017, and Resolution No. 373-2018 of December 10, 2018, the City Council authorized a Second, Third and Fourth Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments made under the First Amended Lease and New Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry; and

WHEREAS, the City and Newburgh Riverside Realty, LLC have agreed to the terms of a Second New Agreement of Lease ("Second New Lease") for the period July 1, 2019 through December 31, 2020; and

WHEREAS, the City and MNR wish to work cooperatively to ensure the continuation of the ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease with Riverside Newburgh Realty, LLC consistent with the term of the Second New Lease extension; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Fifth Memorandum of Understanding coterminous with the period of the Second New Agreement of Lease, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the New Lease extension with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry.

FIFTH MEMORANDUM OF UNDERSTANDING

FIFTH MEMORANDUM OF UNDERSTANDING (“FIFTH MOU”) dated ____, 2019, by and between Metro-North Commuter Railroad Company (“Metro-North”), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority (“MTA”), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh (“City”), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the “Parties”).

WHEREAS, the Parties entered into an Agreement dated August 16, 2004 (the “Agreement”), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by Metro-North or its contractor between the City of Beacon and the City of Newburgh (“Ferry Service”); and

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises (“Premises”) to provide a docking facility and 250 space parking lot for the Ferry Service (the “Lease”), and the City did enter into such Lease, beginning July 30, 2004 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the “Amended Lease”); and

WHEREAS, the City and the New York State Department of Transportation (“NYSDOT”) had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract expired; and

WHEREAS, the City had represented that it lacked funds to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 (“May-December Period”) and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the May-December Period; and

WHEREAS, NYSDOT had indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter had committed to provide Congestion Mitigation and Air Quality (“CMAQ”) funds to Metro-North, which could be used to reimburse Metro-North for assistance payments made to the City by Metro-North to fund the Amended Lease; and

WHEREAS, the City and Metro-North had entered into a Memorandum of Understanding dated May 26, 2015 (“MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period at the rate of \$21,278 per month; and

WHEREAS, the Amended Lease was further extended for the period January 1, 2016 through January 31, 2017 at the same rate of \$21,278 per month (“January 1, 2016 – January 31, 2017 Period”); and

WHEREAS, the City had represented that it lacked the funds to make the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period; and

WHEREAS, the City and Metro-North entered into a Second Memorandum of Understanding dated January 26, 2016 (“Second MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the January 1, 2016 – January 31, 2017 Period at the rate of \$21,278 per month; and

WHEREAS, the City entered into a new lease with the new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (the “New Lease”) for a term beginning February 1, 2017 and continuing until December 31, 2018 with rent payments of \$21,278 per month (“February 1, 2017 – December 31, 2018 Period”) and requested that Metro-North reimburse the City for the rent payments under the New Lease for the February 1, 2017 – December 31, 2018 Period; and

WHEREAS, the City and Metro-North entered into a Third Memorandum of Understanding dated January 31, 2017 (“Third MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease for the February 1, 2017 – December 31, 2018 Period at the rate of \$21,278 per month; and

WHEREAS, the New Lease was extended for the period January 1, 2019 through June 30, 2019 (“New Lease Extension”) at the same rate of \$21,278 per month (“January 1, 2019 – June 30, 2019 Period”), and the City represents that it lacks the funds to make the rent payments under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, the City represented that it lacked the funds to make the rent payments under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, the City and Metro-North entered into a Fourth Memorandum of Understanding dated February 14, 2019 (“Fourth MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period at the same rate of \$21,278 per month; and

WHEREAS, the City entered into a second new lease with a second new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (“Second New Lease”) for a term beginning on July 1, 2019 and continuing until December 31, 2020 with rent payments of \$21,916 per month (“July 1, 2019 – December 31, 2020 Period”) and requested that Metro-North reimburse the City for the rent payments under the Second New Lease for the July 1, 2019 – December 31, 2020 Period; and

WHEREAS, the City continues to maintain that it lacks funds to make the rent payments under the Second New Lease for the July 1, 2019 – December 31, 2020 Period; and

WHEREAS, unless the rent payments under the Second New Lease are made to the landlord for the July 1, 2019 – December 31, 2020 Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North's provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this Fifth MOU supplements the terms set forth in the Agreement, the MOU, the Second MOU, the Third MOU, and the Fourth MOU.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the Second New Lease for the July 1, 2019 – December 31, 2020 Period only, at the rate of \$21,916 per month, which is a one-time increase of 3% and the first rent increase since 2013. For the July 1, 2019 – December 31, 2020 Period, the City will make timely monthly rent payments to the lessor under the Second New Lease. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the Second New Lease.

3. During the July 1, 2019 – December 31, 2020 Period, the City agrees to comply with all terms under the Second New Lease, not to terminate the Second New Lease and not cause the landlord to terminate the Second New Lease. If the City or the landlord terminates or cancels the Second New Lease, then this Fifth MOU shall automatically terminate at the same time as the termination or cancellation of the Second New Lease. Upon termination or cancellation of the Second New Lease, Metro-North shall have no further obligations under this Fifth MOU and Metro-North shall have the right to discontinue the Ferry Service.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the Second New Lease.

5. This Fifth MOU does not create any obligations for Metro-North in connection with the Second New Lease, or create any landlord-tenant relationship between the Parties.

6. The Parties agree to diligently work together in a cooperative and time sensitive manner to identify and make available alternative locations for the Ferry Service, docking facility and parking facility suitable to the needs of each party, and to cooperatively work together to identify other sources of funding for the Ferry Service, docking facility and parking facility.

7. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this Fifth MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

8. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this Fifth MOU.

9. Notices: (a) Any notice, request, approval, demand or other communication under this Fifth MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) facsimile transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
(Fax No. 212-697-9079)

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
(Fax No. 845-569-7370)

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Corporation Counsel
(Fax No. 845-569-7338)

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4th) business day after the same shall have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the telecopy;

provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

10. No Third-Party Rights. No provision of this Fifth MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

11. Board Approval Necessary. This Fifth MOU will only become effective upon approval of the Boards of the respective parties.

12. Miscellaneous:

a) This Fifth MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This Fifth MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this Fifth MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this Fifth MOU is to any extent invalid or unenforceable, the remainder of this Fifth MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This Fifth MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This Fifth MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This Fifth MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this Fifth MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

IN WITNESS WHEREOF, Metro-North and the City have caused this Fifth Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

BY:

CITY OF NEWBURGH

BY: Joseph P. Donat, City Manager
Per Resolution No.

RESOLUTION NO.: 147 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A DOWNTOWN REVITALIZATION INITIATIVE GRANT
IN AN AMOUNT NOT TO EXCEED \$10,000,000.00**

WHEREAS, The Downtown Revitalization Initiative (DRI) is a comprehensive approach to boosting local economies by transforming communities into vibrant neighborhoods where the next generation of New Yorkers will want to live, work and raise a family; and

WHEREAS, each of New York State's ten Regional Economic Development Councils will choose one downtown that is ripe for revitalization and has the potential to become a magnet for redevelopment, business, job creation, greater economic and housing diversity, and opportunity; and

WHEREAS, the area which comprises Downtown Newburgh has experienced over \$150 million in public and private investment during the last five years which have been driven by a highly engaged community that desires to increase their connection with the City and includes numerous significant historic sites, a range of housing options, easy access to mass transit, an ever-growing waterfront district, institutions of higher education, entrepreneurial cottage industries, a developing food and beverage market, technology companies, and unique artistic and cultural institutions, all of which have helped to catalyze Newburgh's revitalization and have accelerated the rebirth of the Newburgh central business district and waterfront historic district; and

WHEREAS, DRI assistance will support the continued growth of the district and support the completion of anchor projects that will ensure long-term economic stability and the City of Newburgh is a qualified applicant for the DRI program; and

WHEREAS, this Council finds that applying for and accepting funding from the DRI is 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 City Manager be and he is hereby authorized to apply for and accept if awarded a New York State grant in an amount not to exceed \$10,000,000.00; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 148 - 2018

OF

JUNE 11, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A DOWNTOWN REVITALIZATION INITIATIVE GRANT
IN AN AMOUNT NOT TO EXCEED \$10,000,000.00

WHEREAS, The Downtown Revitalization Initiative (DRI) is a comprehensive approach to boosting local economies by transforming communities into vibrant neighborhoods where the next generation of New Yorkers will want to live, work and raise a family; and

WHEREAS, each of New York State's ten Regional Economic Development Councils will choose one downtown that is ripe for revitalization and has the potential to become a magnet for redevelopment, business, job creation, greater economic and housing diversity, and opportunity; and

WHEREAS, the area which comprises Downtown Newburgh has experienced over \$150 million in public and private investment during the last five years which have been driven by a highly engaged community that desires to increase their connection with the City and includes numerous significant historic sites, a range of housing options, easy access to mass transit, an ever-growing waterfront district, institutions of higher education, entrepreneurial cottage industries, a developing food and beverage market, technology companies, and unique artistic and cultural institutions, all of which have helped to catalyze Newburgh's revitalization and have accelerated the rebirth of the Newburgh central business district and waterfront historic district; and

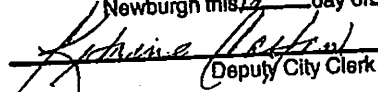
WHEREAS, DRI assistance will support the continued growth of the district and support the completion of anchor projects that will ensure long-term economic stability and the City of Newburgh is a qualified applicant for the DRI program; and

WHEREAS, this Council finds that applying for and accepting funding from the DRI is 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 City Manager be and he is hereby authorized to apply for and accept if awarded a New York State grant in an amount not to exceed \$10,000,000.00; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 6/11/18
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 12th day of June 2018


Deputy City Clerk

RESOLUTION NO.: _____ 148 _____ - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED
A DEPARTMENT OF HOMELAND SECURITY 2019 PORT SECURITY GRANT
IN AN AMOUNT NOT TO EXCEED \$25,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh Fire Department wishes to apply for a Department of Homeland Security 2019 Port Security Grant in an amount not to exceed Twenty-Five Thousand (\$25,000.00) Dollars; and

WHEREAS, such grant funds, if awarded, shall be used to provide fuel for the Fire Boat and for training hours; and

WHEREAS, no City matching funds or in-kind services are required; and

WHEREAS, this Council has determined that applying for such grant funds would be in the best interests of the City of Newburgh, and the safety of its firefighters and residents alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to apply for and accept if awarded a Department of Homeland Security 2019 Port Security Grant in an amount not to exceed Twenty-Five Thousand (\$25,000.00) Dollars for the City of Newburgh Fire Department with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the purchases funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: DHS 2019 Port Security Grant	NAME OF DEPARTMENT REQUESTING GRANT: Fire Dept.	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Terry Ahlers
NAME OF GRANT/NAME OF AWARDING AGENCY: Dept. of Homeland Security	GRANT SUBMITTAL DATE: 5/29/19	AMOUNT OF AWARD: \$25,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: To provide funding for Fuel for the Fire Boat and for training hours. Key Stakeholders: Project Timeline: (ex. Dates) 9/1/19-8/31/22		



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:



Homeland Security

Fiscal Year 2019 Port Security Grant Program

Overview

The Port Security Grant Program (PSGP) is one of the Department of Homeland Security (DHS)/Federal Emergency Management Agency's (FEMA) grant programs that directly support maritime transportation infrastructure security activities, as appropriated by the *Department of Homeland Security Appropriations Act, 2019*, Pub. L. No. 116-6 and as authorized by Section 102 of the *Maritime Transportation Security Act of 2002 (MTSA)*, Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107). The PSGP is one tool in the

comprehensive set of measures authorized by Congress and implemented by the Administration to strengthen the nation's critical infrastructure against risks associated with potential terrorist attacks. The FY 2019 PSGP provides funds for transportation infrastructure security activities to implement Area Maritime Security Plans and facility security plans among port authorities, facility operators, and state and local government agencies required to provide port security services.

In FY 2019, DHS is providing \$100 million to promote sustainable, risk-based efforts to protect critical port infrastructure from terrorism.

The FY 2019 PSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. The FY 2019 PSGP's allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas.

Funding

In FY 2019, the total amount of funds under this grant program is \$100 million. The FY 2019 PSGP is focused on supporting increased port-wide maritime security risk management; enhancing maritime domain awareness; supporting maritime security training and exercises; and maintaining or reestablishing maritime security mitigation protocols that support port recovery and resiliency capabilities. PSGP investments must address U.S. Coast Guard (USCG) and Area Maritime Security Committee (AMSC) identified vulnerabilities in port security.

Eligibility

The following entities are encouraged to participate in the FY 2019 PSGP:

- Owners or operators of Federally-regulated terminals, facilities, U.S. inspected passenger vessels or ferries as defined in the *MTSA* and Title 33 of the Code of Federal Regulations (C.F.R.) Parts 101, 104, 105, and 106.
- Members of an AMSC, per 33 C.F.R. Part 103, who are recognized as such by the USCG Captain of the Port (COTP), and are required to provide port security services. Specifically, eligible applicants include port authorities, port police, local law enforcement agencies, port and local fire departments, and facility fire brigades that have jurisdictional authority to respond to incidents in the port.

Certain ferry systems are eligible for FY 2019 Transit Security Grant Program (TSGP) funds. However, any ferry system receiving funds under the FY 2019 TSGP is not eligible to participate under the FY 2019 PSGP. Likewise, any ferry system participating in the PSGP is not eligible for funding under the TSGP.

Funding Guidelines

The FY 2019 PSGP focuses on enhancing Maritime Domain Awareness (MDA); port resilience and recovery capabilities; training and exercises; cybersecurity; enhancing Improvised Explosive Device (IED) and Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) prevention, protection, mitigation, response, and recovery capabilities; and Transportation Worker Identification Credential (TWIC) Implementation. A maximum of 5 percent of PSGP funds awarded may be retainable by recipients for Management and Administration (M&A) associated with the grant award.

The period of performance for the PSGP is 36 months.

Application Process and Evaluation Criteria

The Federal Emergency Management Agency (FEMA) conducts an initial review of all FY 2019 PSGP applications for completeness. Field-level reviews are then led by the respective U.S. Coast Guard Captain of the Port (COTP). Field review project scores and prioritized lists are submitted to FEMA at the conclusion of this process for a national level review. The national review encompasses a detailed administrative/financial review of applications recommended for funding, as well as a review by subject-matter experts from DHS and other federal partners that validates and normalizes the COTP field review results. A risk-based algorithm is applied to the validated and prioritized project lists for each port area. FEMA then evaluates and validates the consolidated and ranked project list resulting from the application of the algorithm and submits the recommendations to the Secretary of Homeland Security for final approval.

PSGP Resources

There are a variety of resources available to address programmatic, technical, and financial questions, which can assist with the PSGP.

- The FY 2019 PSGP Notice of Funding Opportunity is located online at <http://www.fema.gov/grants> as well as on <http://www.grants.gov>.
- For additional program-specific information, please contact the Centralized Scheduling and Information Desk (CSID) help line at (800) 368-6498 or AskCSID@fema.gov. CSID hours of operation are from 9 a.m. to 5 p.m. ET, Monday through Friday.
- For support regarding financial grant management and budgetary technical assistance, applicants may contact the DHS/FEMA Grant Operations Help Desk via e-mail to ASK-GMD@fema.gov.

RESOLUTION NO.: 149 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING
AN AGREEMENT WITH BEST RESOURCE CENTER, INC.
TO PROVIDE WORKFORCE DEVELOPMENT EMPLOYMENT OPPORTUNITIES
FOR CITY YOUTH IN THE DEPARTMENT OF PUBLIC WORKS
AND WATER DEPARTMENT FROM JULY 1, 2019 TO JUNE 30, 2020**

WHEREAS, Best Resource Center, Inc. has been awarded a County of Orange Workforce Development Grant to provide work opportunities for City of Newburgh youth ages 18 to 24; and

WHEREAS, the City of Newburgh has expressed an interest in accepting individuals for employment opportunities in the Department of Public Works and the Water Department; and

WHEREAS, by Resolution No. 22-2019 of January 28, 2019, this Council authorized the City Manager to execute an agreement and other necessary documents with Best Resource Center in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a County of Orange Workforce Development Grant for the period January 1, 2019 to June 30, 2019; and

WHEREAS, Best Resource Center was awarded a County of Orange Workforce Development Grant to provide work opportunities for City of Newburgh youth ages 18 to 24 for a full year period from July 1, 2019 through June 30, 2020 and will allow the continuation of participants currently assigned and provide the opportunity to engage additional participants; and

WHEREAS, this Council finds that entering into an agreement with Best Resource Center, Inc. for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with Best Resource Center in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a County of Orange Workforce Development Grant for the period July 1, 2019 to June 30, 2020.

LETTER OF AGREEMENT
BETWEEN
BEST RESOURCE CENTER, INC.
49 GRAND STREET
AND
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

Best Resource Center, Inc. and The City of Newburgh will combine their resources to provide summer employment opportunities for City of Newburgh youth aged 18 to 24 funded through an Orange County Workforce Development Grant. The program will begin on or about July 1, 2019 and will terminate, under the Grant, on or before June 30, 2020.

Best Resources will:

1. Provide City of Newburgh residents between the ages of 18 and 24 capable of performing outside work;
2. Monitor the participants at the worksite;
3. Pay the compensation to the participants and maintain all earnings and taxes records as required; and
4. Maintain workers compensation coverage for the participants;

The City of Newburgh will:

1. Provide jobs for the participants; and
2. Maintain sign-in sheets or other attendance records for the participants

Best Resources and the City of Newburgh will:

1. Comply with the terms of the County of Orange Workforce Development grant;
2. Comply with all Federal and New York State laws, rules and regulations applicable to the Program described in this Agreement.
3. No participants shall be considered employees of the City of Newburgh for the purposes of the Program described in this Agreement.

Vera Best
Best Resource Center, Inc.

Joseph P. Donat
City Manager
Per Res. No.

Best Resource Center, Inc.

49 Grand Street
Newburgh, New York 12550

June 3, 2019

The City of Newburgh
Michelle Kelson
Office of the Corporation Counsel
City Hall
83 Broadway
Newburgh, NY 12550

Dear Ms. Kelson:

I am writing to request that a resolution be presented to provide an agreement in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a full year 2019-2020 County of Orange Workforce Innovation Opportunity Development Grant for the period of July 2019 to June 30, 2020.

This will allow the continuation of participants that are currently assigned and the opportunity to engage additional participants for the period of July 2019 to June 2020.

The Workforce Grant provides job training, education, opportunity to obtain industry based and recognized credentials, counseling, case management, job placement and retention assistance. The eligible program participants are economically disadvantaged individuals and dislocated workers between the ages of 18 to 24.

Thank you for your assistance.



Ms. Vera Best
Executive Director

RESOLUTION NO.: 150 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A RENEWAL AGREEMENT WITH SECURITAS SECURITY SERVICES USA, INC.
TO PROVIDE SECURITY SERVICES FOR CITY HALL AND 123 GRAND STREET**

WHEREAS, by Resolution No. 292-2016 of November 14, 2016, the City Council of the City of Newburgh, New York authorized the City Manager to enter into an agreement with Securitas Security Services USA, Inc. to continue to provide security services at City Hall and 123 Grand Street; and

WHEREAS, Securitas Security Services USA, Inc. provides security services to New York State and is a qualified vendor with the New York State Office of General Services which is authorized to issue centralized, statewide contracts for use by New York State agencies and political subdivisions, schools and libraries authorized by law to participate in such contracts; and

WHEREAS, the City of Newburgh is a political subdivision authorized by law to participate in contracts procured by the New York State Office of General Services and undertook a competitive Request for Quote in order to enter into a renewal agreement with Securitas Security Services USA, Inc. for the continuation of security services to the City of Newburgh; and

WHEREAS, this Council finds that approving the renewal agreement with Securitas Security Services USA, Inc. for security services at City Hall and 123 Grand Street is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a renewal agreement with Securitas Security Services USA, Inc., in substantially the same form as attached subject to terms and conditions as may be required by the Corporation Counsel, to continue to provide security services at City Hall and 123 Grand Street.



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	: Group 71011 - Security Guard Services (Statewide) and Fire Safety and Emergency Action Plan Directors (Region 1 – NYC Only) Classification Code(s): 92
Award Number	: <u>23106</u> (Replaces Award 22436)
Contract Period	: January 24, 2019 – January 23, 2024
Bid Opening Date	: May 15, 2018
Date of Issue	: April 18, 2019
Specification Reference	: As Incorporated In The Executed Contracts
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Michael DeCicco Title : Contract Management Specialist Phone : 518-474-3562 E-mail : Michael.decicco@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This award is to provide security guard services at two levels of experience for multiple users throughout the State and Fire Safety Directors for Region 1 – NYC Only. This contract makes use of a regional approach, with New York State being divided into nine (9) Regions. To obtain services under this Award, Authorized Users must issue a competitive Request for Quote (RFQ) to all Awardees within the Region where the services will be performed.

This Contract Award Notification contains MWBE goals of 15% MBE and 15% WBE. SDVOB Goals of 6%.

PR # 23106

<u>CONTRACT #</u>	<u>REGIONS</u>	<u>CONTRACTOR & ADDRESS</u>	<u>FED. I.D. #</u>	<u>NYS VENDOR #</u>
PS68261 MBE, SB	1, 4 and 5	Dreamland Security Services, Inc. 369 East 149 Street, 3rd Floor Bronx, NY 10455	90-0503298	1100006261
PS68262 MBE, SB	1-3	First Alert Security Services, Inc. 2174 Fulton Street Brooklyn, NY 11233	80-0476221	1100208572
Contract PS68262 has been suspended effective April 17, 2019. See PM 23106p06 for more information.				
PS68263 WBE, SB	1-9	ISS Action, Inc. 158-12 Rockaway Blvd. Jamaica, NY 11434	11-3075292	1000012067
PS68264	1-9	Securitas Security Services USA, Inc. 9 Campus Drive Parsippany, NJ 07054	71-0912217	1000056039
PS68265 SB	2	Security Professionals, Inc. 595 Route 109 West Babylon, NY 11704	11-2675884	1100207930
PS68266 MBE	1-9	Simaren Corp d/b/a Wisdom Protective Services 837 Old Country Road Westbury, NY 11590	06-1670186	1000046962
PS68267 MBE, WBE, SB	2	SJR Security Consultants, LLC 1395 Jerusalem Ave. Merrick, NY 11566	46-3040434	1100152837
PS68268	2-9	Strategic Security Corp. 367 Veterans Memorial Commack, NY 11725	03-03474963	1100201774
PS68269	1-9	Summit Security Services, Inc. 390 RXR Plaza Uniondale, NY 10455	13-2896421	1000012808
PS68270	1-9	Universal Protection Services, LLC d/b/a Allied Universal Security Services 229 West 36 th Street, 12 th Floor New York, NY 10018	56-0515447	1100174758

(continued)

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

Please be advised, in order to obtain services under this Award, Authorized Users must issue a competitive Request for Quote (RFQ) to all Awardees within the Region where the services will be performed, see document "How to Use with FAQs" for details.

(continued)

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ **Prepared by:** _____

Address: _____ **Title:** _____

Date: _____

Phone: _____

E-mail: _____

Please Return by Email or Mail to:
OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.services@ogs.ny.gov
* * * * *

Request for Quote Form

How to Use this Template

- Text Fields highlighted in grey must be updated with information relevant to your project.
- Explanatory comments are in parenthesis and yellow italic text, and should be removed prior to release of RFQ.

GROUP: 71001 - AWARD NUMBER: 23106
SECURITY GUARD SERVICES (STATEWIDE) AND FIRE SAFETY/EAP DIRECTORS (NYC ONLY)

DESIGNATED CONTACTS

Primary Contact: Douglas Solomon

Secondary Contact: Christine Schluter

E-mail address: dsolmon@cityofnewburgh-ny.gov

E-mail address: cschluter@cityofnewburgh-ny.gov

New York State Governmental Entities must indicate if Procurement Lobbying Law/Restricted Period is in effect: ☐ Yes ☒ No

If different than above, please email the document and any completed Attachment(s) to the email address indicated above:

Todd Venning
 City Comptroller
 83 Broadway, 4th Floor
 Newburgh NY 12550
 Orange County, Region 3
 Tvenning@newburgh-ny.gov
 845-569-7320

1. INTRODUCTION

This Request for Quote "RFQ" is being sent under Group: 71001 Award Number: 23106 for **Security Guard Services and/or Fire Safety/Emergency Action Plan Directors** for City of Newburgh NY located in Region 3.

Responses will only be accepted from Contractors listed under Award #23106 for the Region indicated above.

Responses which include pricing greater than the "Maximum Not-to-Exceed Rate" listed on the OGS Pricelist for Award #23106 will be rejected by the Authorized User.

Contractors requiring additional information, to provide quotes, should submit any questions to the Primary Contact listed above, prior to the closing date for questions.

If Vehicle's are being provided by Contractor's as part of their service, Authorized Users must ensure that the Awarded Contractor, and any Subcontractors, possess Business Liability Automobile Insurance at the limits detailed within Attachment 2 – *Insurance Requirements*, of the Contract.

Quotes submitted in response to this RFQ should be complete and timely as quotations received after the closing date may not be accepted.

All Contractor responses to RFQs must remain open and valid for at least 60 days from the RFQ Response Closing/Due Date, unless the time for selecting the candidate is extended by mutual consent of the Primary Contact and the Contractor.

All State Agency Authorized Users, State Authority Authorized Users and Contractors are reminded that MWBE and SDVOB participation goals are set at the OGS Centralized Contract Level, not on each individual RFQ. Contractors must advise the OGS MWBE office of all State Agency and Authority Authorized User Agreements Contractor wins in responding to an RFQ so that OGS may track MWBE goal compliance. Contractors must also provide OGS MWBE with information on all payments made to MWBEs under the Centralized Contract. State Agency and Authority Authorized Users should contact OGS MWBE to discuss MWBE participation requirements and MWBE compliance reporting issues.

Contractors must advise the OGS Centralized Contract Manager of all State Agency and Authority Authorized User Agreements Contractor wins in responding to an RFQ so that OGS may track SDVOB goal compliance. Contractors must also provide the OGS Centralized Contract Manager with information on all payments made to SDVOBs under the Centralized Contract. State Agency and Authority Authorized Users should contact the OGS Centralized Contract Manager to discuss SDVOB participation requirements and SDVOB compliance reporting issues.

2. SERVICE LOCATIONS (WITHIN THE REGION)

Provide the following information for the locations where Security Guard Services and/or Fire Safety/EAP Directors are being requested. If more than one location is required, please ensure Section 8., Pricing Submittal, is properly filled out for each location.

Location 1:

Location Name: City of Newburgh

Street Address: 83 Broadway

City, State and Zip: Newburgh NY 12500

Contact name at the location (If different from Designated Contact:

Contact number at the location (If different from Designated Contact:

Location Shift Coverage:

Monday-Friday: 8:30AM to 4:30PM

Saturday: AM to PM

Sunday: AM to PM

Location 2 (if Required):

Location Name: City of Newburgh

Street Address: 123 Grand St

City, State and Zip: Newburgh NY 12550

Contact name at the location (If different from Designated Contact:

Contact number at the location (If different from Designated Contact:

Location Shift Coverage:

Monday-Friday: 8:30AM to 4:30PM

Saturday: AM to PM

Sunday: AM to PM

3. TERM

Tentative Start Date 1/24/2019 through 1/23/2024

4. KEY EVENTS AND DATES (ALL TIMES STATED BELOW ARE EASTERN STANDARD TIME)

Event	Date	Time
RFQ Release	4/17/2019	N/A
Pre-bid Conference Site Visit	N/A	N/A
Contractor Question Period End	N/A	N/A
Authorized User Answer Issuance Deadline	N/A	N/A
Intent to Bid Deadline <i>(can be mandatory or optional at Authorized User's discretion)</i>	N/A	N/A
RFQ Due Date	5/2/2019	4:00pm

Please note: Quotes received after the due date and time may not be accepted.

The Authorized User will determine the amount of time needed for responses, beyond the two (2) business day minimum, by taking into consideration the title(s) and complexity of needs.

5. PRE-BID CONFERENCE/SITE VISIT

N/A

6. ADDITIONAL REQUIREMENTS

- NYS Security Guard Certification Required
- Drug and Background Screening Required - Information of the Screening Process Required with Response Submission
- Certificate of Compliance
- Certificate of Insurance - Worker's compensation
- Upon employment must be registered with NY DOS

7. AWARD METHODOLOGY

Click or tap here to enter text.

An award will be made to the Contractor who offers the best value solution.

Evaluation Weights:

Technical*: 50 (%) Financial/Cost**: 50 (%)

* indicate pass/fail when Financial is 100%

** If Award is going to be made to the Contractor who offers the lowest price, please enter 100% after Financial/Cost. All technical criteria will be evaluated on a pass/fail basis.

8. PRICING SUBMITTAL

Authorized User Requirements: Authorized Users will fill in the cells that are highlighted gray – Location, Service Type (Security Guard Level, Fire Safety/EAP Director, Training or Vehicle Use), Number of Guards, Shift Coverage Hours, Daily Hourly Total Per Guard, Number of Days Per Week, and Days Worked. All additional Authorized User requirements shall be added to the chart but other than training, the Contractors may not provide a separate charge for those additional requirements as they must be covered in the Hourly Bill Rates.

Contractor Requirements: Contractors will fill in the RFQ Hourly Bill Rate, the RFQ Hourly Overtime Rate, and if applicable, the Daily Vehicle or One Time Training Charge. **Proposed rates may not exceed the maximum not-to-exceed rates on the OGS Centralized Contract.**

Method of Award: The Contractor providing the best value, as indicated within Section 7., *Award Methodology* (above), meeting all the required specifications, will be deemed the winning Contractor. Best Value can be equated to lowest cost.

ENGAGEMENT INFORMATION AND CONTRACT RESPONSE TEMPLATE

RFQ #City of Newburgh SG 2019

PRC # 2019900484

SUBMIT RFQ RESPONSES TO THE FOLLOWING EMAIL ADDRESS: HShah@cityofnewburgh-ny.gov

Engagement Information – To be filled out by Authorized User

Engagement Name:	City of Newburgh
Region #	Region 3
Are Security Guards and/or Fire Safety/EAP Directors currently in service? <i>Authorized Users please indicate Yes/No</i>	Yes
If yes, would the Authorized User request that the Contractor consider the current Security Guards and/or Fire Safety/EAP Directors for employment? <i>Authorized Users please indicate Yes/No/Not Applicable</i>	Yes, for Peter Oates at 83 Broadway location
Is Subcontracting allowed under this Request for Quote? <i>Authorized Users please indicate Yes/No</i>	No

Contractor Information

Contractor Name:	Securitas Security Services USA Inc
Contractor email:	Ashley.Hatker@securitasinc.com
Contractor Phone Number:	518.489.8487
If Authorized User indicates that Subcontracting is allowed, provide Subcontractors name and their agreement with the Contractor.	N/A
If you are NOT bidding, please tell us why and return this page to the Authorized User by the RFQ due date. WE ARE UNABLE TO BID AT THIS TIME BECAUSE:	N/A

Pricing on Next Page

ENGAGEMENT INFORMATION AND CONTRACT RESPONSE TEMPLATE

RFQ # City of Newburgh SG 2019

PRC # 2019900484

SUBMIT RFQ RESPONSES TO THE FOLLOWING EMAIL ADDRESS: HShah@cityofnewburgh-ny.gov

Pricing Submittal									
Authorized User Completes							Contractor Completes		
Location	Service Type	Number of Guards or Vehicles	Shift Coverage	Daily Hourly Total Per Guard	Number of Days Worked Per Week	Days Worked	Straight Time Hourly Bill Rate	Overtime Hourly Bill Rate	Daily Vehicle or One Time Training Charge
83 Broadway	Level 1	1	8:30 - 16:30	8	5	M-F	\$24.72	\$35.80	N/A
123 Grand	Level 1	1 1	8:30 -16:30	8	5	M-F	\$24.72	\$35.80	N/A

Note: Additional Rows can be added to the table if needed.

RESOLUTION NO.: 151 - 2019

OF

JUNE 10, 2019

**A RESOLUTION DECLARING AN ONAN STAND-BY GENERATOR AND
DOUBLE THROW SAFETY SWITCH TO BE SURPLUS EQUIPMENT**

WHEREAS, the City of Newburgh Fire Department possesses an Onan stand-by generator, model no. 10CCKB-3R/13A, serial no. 126C934456, and a 60 amp double throw safety switch, model no. DT222UGK, which are no longer of use to the City; and

WHEREAS, the Fire Department has requested that both the generator and the double throw safety switch be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the generator and the double throw safety switch as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that a an Onan stand-by generator, model no. 10CCKB-3R/13A, serial no. 126C934456, and a 60 amp double throw safety switch, model no. DT222UGK, are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus equipment and in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014 and that the proceeds be directed to the cost of repairs to the West End Firehouse.

CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

TO: Todd Venning, Comptroller

CC: Lieutenant C. Pawlowski

FROM: Terry Ahlers, Acting Fire Chief

SUBJECT: Generator and Transfer Switch

DATE: May 28, 2019

Fire Department Onan stand-by generator Model 10CCKB-3R/13A and serial number 126C934456 and, the 60 Amp, double throw safety switch model number DT222UGK has also been removed from service, and should be considered surplus equipment.

Please dispose of per city policy, proceeds to go towards the repairs of the West End Firehouse-.

If you have any questions, please contact me.

Terry Ahlers,
Acting Fire Chief



Surplus Tracker



<u>Department</u>	<u>Item</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Estimated Individual Value</u>	<u>Estimated Value</u>	<u>What would the department like to do with the surplus??</u>	<u>Council Resolution</u>	<u>Possible Revenue? (If so, how much)</u>
Fire	Homelite Rotary Saw	TG32-20296	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Homelite Rotary Saw	T7356-50064	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Stihl Rotary Saw	TS510AV #5	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Stihl Rotary Saw	TS510AV #6	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Snapper Snow Blower	73204084	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	1995 Chevrolet Caprice	VIN 1G1BL52P3SR183759	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Onan Stand-by Generator	Model 10CCKB-3R/13A and serial number 126C934456	1	Unknown	Unknown	auction-proceeds for repairs to West End FH		Unknown
Fire	60 Amp double throw Safety Switch	model number DT222UGK	1	Unknown	Unknown	auction-proceeds for repairs to West End FH		Unknown

RESOLUTION NO.: 152 - 2019

OF

JUNE 10, 2019

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
APPROVING AND ENDORSING P.S.6 LIBERTY STREET, LLC
IN ITS 2019 CONSOLIDATED FUNDING APPLICATION TO
NEW YORK STATE HOMES AND COMMUNITY RENEWAL UNDER
THE NEW YORK MAIN STREET GRANT PROGRAM**

WHEREAS, P.S.6 Liberty Street, LLC, through its fiscal sponsor, Orange County Arts Council, desires to apply for \$500,000.00 in financial assistance through the 2019 Consolidated Funding Application (CFA) under the New York Main Street Grant Program; and

WHEREAS, the application proposes funding to assist the property owner to complete building renovations to complete the PS 6 Center for Film & Television located at 1 Liberty Street; and

WHEREAS, the proposed funding will contribute to ongoing community revitalization efforts; and

WHEREAS, the grant application requires that the applicant obtain the approval and endorsement of the governing body of the municipality in which the project will be located;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh approves and endorses the 2019 Consolidated Funding Application to New York State Homes and Community Renewal under the New York Main Street Grant for assistance prepared and to be submitted by P.S.6 Liberty Street, LLC, through its fiscal sponsor Orange County Arts Council.

Motion By:

Seconded By:

Passed by the following vote of all City Council Members voting in favor thereof:

Affirmative City Council Members:

Affirmative: #

Negative: #

Abstain: #

I, [Clerk Name], do hereby certify that resolution [Number] was passed at a meeting of the City Council held on June 10, 2019, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

Signature of Clerk

[Official Seal of Municipality]



P.S. 6 Liberty Street LLC.

P.S. 6 Center for Film and Television

119 INGRAHAM ST., #202
BROOKLYN, NY 11237
718-456-7570 ext.0

May 22, 2019

City of Newburgh
Alexandra Church, Director of Planning and Development
Via email: achurch@cityofnewburgh-ny.gov

Dear Ali:

We are writing in the hope that we might secure the City of Newburgh's assistance in reapplying for a grant through the New York's Economic State Development Fund, which will help with the completion of the proposed P.S. 6 Center for Film & Television located at 1 Liberty Street in Newburgh, NY. The program is:

The NY Main Street Program NYMS Downtown Anchor

ESD's Community Development, which uses the Consolidated Funding Application due July 26, 2019.

We will be using the same non-profit fiscal sponsor in the application process as we did last year:

Orange County Arts Council
45 St. John Street, Goshen, NY 10924
Contact: Sarah McKay
845-202-1040

We will be requesting a total sum of \$500,000 to **P.S.6 Liberty Street LLC.** through our fiscal sponsor from the fund for the rehabilitation work on the Liberty Street School at 1 Liberty St. Work to be funded will include demolition and repair of the existing structure, new utility connections, exterior and interior masonry work, a sprinkler system, historical preservation and refurbishment. These costs constitute 20% of the rehabilitation. We have secured a bank loan to help with completion financing and also have matching funds to contribute to this Liberty St. anchor project.

In order to apply for this funding, we will need the City of Newburgh to approve a formal resolution supporting our application for the proposed NYMS project.

Can you please add this project to your agenda for the next work session. Please let us know if there is anything else we can provide you with to help facilitate the resolution process.

With Great Appreciation,
Thomas B. Dodd
P.S. 6 Liberty St. LLC.

RESOLUTION NO.: 153 - 2019

OF

JUNE 10, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2019 CONSOLIDATED FUNDING APPLICATION OF
SAFE HARBORS OF THE HUDSON, INC. TO NEW YORK STATE HOMES AND
COMMUNITY RENEWAL, THE OFFICE OF COMMUNITY RENEWAL,
FOR A NEW YORK MAIN STREET TECHNICAL ASSISTANCE GRANT FOR THE
CONTINUING RESTORATION OF SAFE HARBOR'S RITZ THEATER**

WHEREAS, the New York Main Street Technical Assistance grants are available to assist projects that will directly improve a community's capacity or readiness to administer a future New York Main Street building renovation program; and

WHEREAS, Safe Harbors of the Hudson intends to apply for \$20,000 in grant funding under the New York Main Street Technical Assistance Program for planning and design to support the restoration of its historic Ritz Theater to contribute to the City of Newburgh's Main Street revitalization and serve to further stimulate reinvestment in our commercial-civic-residential downtown thereby creating a healthier, economically vibrant community; and

WHEREAS, the City Council finds that supporting the restoration of the Ritz Theatre is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2019 Consolidated Funding Application of Safe Harbors of the Hudson to the Office of Community Renewal under the Main Street Technical Assistance Program for planning and design to support the Ritz Theater restoration.

RESOLUTION NO.: 181 - 2018

OF

JULY 9, 2018

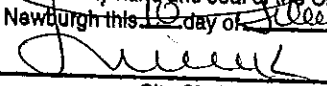
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2018 CONSOLIDATED FUNDING APPLICATION OF
SAFE HARBORS OF THE HUDSON, INC. TO NEW YORK STATE HOMES AND
COMMUNITY RENEWAL, THE OFFICE OF COMMUNITY RENEWAL,
FOR A NEW YORK MAIN STREET TECHNICAL ASSISTANCE GRANT FOR THE
CONTINUING RESTORATION OF SAFE HARBOR'S RITZ THEATER

WHEREAS, the New York Main Street Technical Assistance grants are available to assist projects that will directly improve a community's capacity or readiness to administer a future New York Main Street building renovation program; and

WHEREAS, Safe Harbors of the Hudson intends to apply for \$20,000 in grant funding under the New York Main Street Technical Assistance Program for planning and design to support the restoration of its historic Ritz Theater to contribute to the City of Newburgh's Main Street revitalization and serve to further stimulate reinvestment in our commercial-civic-residential downtown thereby creating a healthier, economically vibrant community; and

WHEREAS, the City Council finds that supporting the restoration of the Ritz Theatre is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2018 Consolidated Funding Application of Safe Harbors of the Hudson to the Office of Community Renewal under the Main Street Technical Assistance Program for planning and design to support the Ritz Theater restoration.

I, Lorene Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held July 10, 2018
and that it is a true and correct copy of such original.
Witness my hand and seal of the City of
Newburgh this 10 day of July, 20 18

City Clerk

RESOLUTION NO.: 154 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE REPURCHASE PROCESS OF *IN REM*
PROPERTIES ACQUIRED THROUGH REAL PROPERTY TAX FORECLOSURE
IN ORANGE COUNTY SUPREME COURT BEARING
ORANGE COUNTY INDEX NO. 2016-8636 PURSUANT TO CHAPTER 93 OF THE
CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh annually acquires title to several properties by foreclosure for unpaid taxes or other charges, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York; and

WHEREAS, immediately after acquiring title, the City usually receives several requests to repurchase these properties by former owners or other interested parties to pay the taxes or charges owed; and

WHEREAS, Chapter 93 of the Code of Ordinances of the City of Newburgh provides an administrative process for the repurchase of such tax foreclosed properties by former owners and lien holders; and

WHEREAS, the last day set for redemption of the City of Newburgh's proceeding for the foreclosure of taxes *in rem*, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York, bearing Orange County Index No. 2016-8636 was May 31, 2019, and Chapter 93 provides that as soon as may be practicable, the Council shall consider a resolution to authorize the repurchase process established by Chapter 93; and

WHEREAS, this Council has considered authorizing the repurchase process established by Chapter 93 of the Newburgh City Code to address the repurchase requests of owners and lien holders of properties subject to the City's 2016 *In Rem* tax foreclosure proceeding bearing Orange County Index No. 2016-8636; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the repurchase process established by Chapter 93 of the City Code of the City of Newburgh be and hereby is authorized and in effect for the repurchase of properties by former owners and lien holders subject to the City's 2016 *In Rem* tax foreclosure proceeding bearing Orange County Index No. 2016-8636.

RESOLUTION NO.: 155-2019

OF

JUNE 10, 2019

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. EF007470-2018 INVOLVING SECTION 7, BLOCK 2, LOT 28 (ANGELA DiBRIZZI)

WHEREAS, Angela DiBrizzi has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2018-2019 tax assessment year bearing Orange County Index No. EF007470-2018; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Angela DiBrizzi is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 7-2-28 be reduced to a market value of \$179,900.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Joseph P. Donat, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
ANGELA DiBRIZZI,

Index No. EF007470-2018

Petitioner,

CONSENT JUDGMENT

-against-

CITY OF NEWBURGH, a Municipal Corporation, its
ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Respondents.

For Review of the Assessment of Certain Real
Property under Article 7 of the Real Property Tax Law.

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2018 tax year as follows:

Tax Map No. 7-2-28

be reduced in market value from \$193,700.00 to a total market value of \$179,900.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2018 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2018 tax year be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of STENGER, ROBERTS, DAVIS & DIAMOND, LLP as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the

further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2019, 2020, and 2021 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: June __, 2019
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. JOSEPH P. DONAT
City Manager
Dated: _____

KAREN E. HAGSTROM, ESQ.
Stenger, Roberts, Davis & Diamond, LLP
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for Respondents
Dated: _____

