



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 14, 2020
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence/ Momento de Silencio
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 August 10, 2020
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.

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

6. Resolution No. 195 - 2020 - Budget Amendment for Sanitation truck repair
Resolution amending Resolution No: 288-2019, the 2020 Budget for the City of Newburgh, New York to transfer \$200,000.00 from Sanitation Contingency to Sanitation-Operation of Motor Vehicles, Sanitation-Repairs/Motor Vehicles, Sanitation-Other Services-Tipping Fees, Sanitation-Other Services-Tire Recycling-Electronic, and Sanitation-Other Services-Vendor Repair to fund sanitation truck repairs.

Una resolución enmendando Resolución No. 288-2019, el Presupuesto del 2020 de la Ciudad de Newburgh, NY para transferir \$200,000.00 de Contingencia Sanitaria a Operación-Sanitaria de Vehículos Motorizados, Vehículos Sanitarios Reparación/Motor, Sanidad-Otros Servicios-Basura Tarifa, Sanidad-Otros Servicios-Llantas Reciclaje-Electrónicos, y Sanidad-Otros Servicios-Vendedor Reparación para financiar reparaciones a los camiones de Sanidad.

7. Resolution No. 196 - 2020 - Sewer Transfer from Contingency
Resolution amending Resolution No: 288-2019, the 2020 Budget for the City

of Newburgh, New York to transfer \$47,946.78 from Sewer Contingency to Sewer-Sewer Main Line Cleaning, Sewer-Maintenance & Supplies, and Sewer-Other Services to fund additional operating costs.

Una resolución enmendando Resolución No. 288-2019, el Presupuesto del 2020 de la Ciudad de Newburgh, NY para transferir \$47,946.78 de Contingencia del Alcantarillado a Alcantarillado- Limpieza de la Línea Principal del Alcantarillado, Mantenimiento- Alcantarillado y Provisiones, y Alcantarillado- Otros Servicios para financiar costos operativos adicionales.

8. Resolution No. 197 - 2020 - Update to City's Procurement and Travel Card Policy

Resolution adopting the City of Newburgh Procurement (P-Card) and Travel Card (T-Card) Policy and Procedure.

Una resolución adoptando la Política y Procedimiento de la Ciudad de Newburgh para la Tarjeta de Adquisición (P-Card) y Tarjeta de Viaje (T-Card).

9. Resolution No. 198 - 2020 - ShotSpotter 2020 Renewal

Resolution authorizing the City Manager to execute an agreement with SST, Inc. for ShotSpotter Flex Services subscription for 2020.

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con SST, Inc. Para la suscripción del 2020 para Servicios Flex de ShotSpotter.

10. Resolution No. 199 - 2020 - Budget Amendment for ShotSpotter 2020 Renewal

Resolution amending Resolution No: 288-2019, the 2020 Budget for the City of Newburgh, New York to transfer \$49,500.00 from General Fund Balance to General Fund – Police Department Repairs/Other Equipment for costs of 2020 ShotSpotter subscription.

Una resolución enmendando Resolución No. 288-2019, el Presupuesto de 2020 de la Ciudad de Newburgh, Nueva York para transferir \$49,500.00 del Fondo General al Fondo General – Reparaciones en el Departamento de Policía/Otros Equipos para costos de la Suscripción del 2020 para ShotSpotter.

11. Resolution No. 200 - 2020 - Repurchase of In Rem Properties - 2017 In Rem Proceeding

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. 2017-9726 pursuant to Chapter 93 of the

Code of Ordinances of the City of Newburgh.

Resolución autorizando el proceso de readquisición de propiedades In Rem adquiridas por medio de la ejecución hipotecaria de impuestos sobre bienes raíces en la Corte Suprema del Condado de Orange el cual conlleva Nos. Index 2017-9726 con respecto al Capítulo 93 del Código de Ordenanzas de la Ciudad de Newburgh.

12. Resolution No. 201 - 2020 - Purchase of North Plank Road parcel

Resolution to authorize the conveyance of real property known as North Plank Road (Section 3, Block 6, Lot 4) at private sale to Steven Michalski for the amount of \$600.00.

Una resolución para autorizar el traspaso de bienes raíces conocidas como North Plank Road (Sección 3, Bloque 6, Lote 4) en una venta privada a Steven Michalski por el monto de \$600.00.

13. Resolution No. 202 - 2020 - Purchase of 182 Broadway

Resolution to authorize the conveyance of real property known as 182 Broadway (Section 30, Block 1, Lot 32) at private sale to Joseph Mullokandov for the amount of \$120,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocidas como 182 Broadway (Sección 30, Bloque 1, Lote 32) en una venta privada a Joseph Mullokandov por el monto de \$120,000.00.

14. Resolution No. 203 - 2020 - Purchase of 185 Broadway

Resolution to authorize the conveyance of real property known as 185 Broadway (Section 36, Block 1, Lot 2) at private sale to Joseph Mullokandov for the amount of \$160,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocidas como 185 Broadway (Sección 36, Bloque 1, Lote 2) en una venta privada a Joseph Mullokandov por el monto de \$160,000.00.

15. Resolution No. 204 - 2020 - Purchase of 25 Bridge Street

Resolution to authorize the conveyance of real property known as 25 Bridge Street (Section 44, Block 4, Lot 3.2) at private sale to Optiline Enterprises LLC for the amount of \$224,900.00.

Una resolución para autorizar el traspaso de bienes raíces conocidas como 25 de la Calle Bridge (Sección 44, Bloque 4, Lote 3.2) en una venta privada a Optiline Enterprises LLC por el monto de \$224,900.00.

16. Resolution No. 205 - 2020 - Purchase of 103 Washington Street

Resolution to authorize the conveyance of real property known as 103 Washington Street (Section 39, Block 3, Lot 13) at private sale to Michele

Basch and Davide Blanc for the amount of \$85,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocidas como 103 de la Calle Washington (Sección 39, Bloque 3, Lote 13) en una venta privada a Michele Basch y Davide Blanc por el monto de \$85,000.00.

17. Resolution No. 206 - 2020 - Purchase of 162 South Street and 187 Lander Street

Resolution to authorize the conveyance of real property known as 162 South Street (Section 11, Block 3, Lot 21) and 187 Lander Street (Section 11, Block 3, Lot 26) at private sale to Nicole Chung for the amount of \$50,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocidas como 162 de la Calle South (Sección 11, Bloque 3, Lote 21) y 187 de la Calle Lander (Sección 11, Bloque 3, Lote 26) en una venta privada a Nicole Chung por el monto de \$50,000.00.

18. Resolution No. 207 - 2020 - Purchase of 96 Carter Street

Resolution to authorize the conveyance of real property known as 96 Carter Street (Section 22, Block 1, Lot 37) at private sale to Lavette M. Carter and Sandra Adams for the amount of \$14,300.00.

Una resolución para autorizar el traspaso de bienes raíces conocidas como 96 de la Calle Carter (Sección 22, Bloque 1, Lote 37) en una venta privada a Lavette M. Carter y Sandra Adams por el monto de \$14,300.00.

19. Resolution No. 208 - 2020 - Agreement with Orange-Ulster BOCES for Storage of Archival Municipal Records

Resolution authorizing the City Manager to enter into an agreement with Orange-Ulster BOCES for the storage of archived municipal records.

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con Orange-Ulster BOCES para el almacenamiento de registros municipales archivados.

20. Resolution No. 209 - 2020 - 144 Johnston Street - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Lawrence D. Smith to the premises known as 144 Johnston Street (Section 18, Block 3, Lot 41).

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Lawrence D. Smith a las instalaciones conocidas como la 144 de la Calle Johnston (Sección 18, Bloque 3, Lote 41).

21. Resolution No. 210 - 2020 - License Agreement with Newburgh Community

Photo Project

Resolution authorizing the City Manager to enter into a license agreement with Vincent Cianni, d/b/a Vincent Cianni Photography to allow use and access to the Newburgh City Club located at 120 Grand Street (Section 24, Block 2, Lot 17) for the Newburgh Community Photo Project.

Una resolución autorizando al Gerente Municipal a entrar en un acuerdo de licenciatuara con Vincent Cianni, d/b/a Vincent Cianni Photography para permitir el uso y acceso a City Club de Newburgh ubicado en la 120 de la Calle Grand (Sección 24, Bloque 2, Lote 17) para el Proyecto Comunitario de Fotografía de Newburgh.

22. Resolution No. 211 - 2020 - Zoning Amendment - Intent to Establish Lead Agency

Resolution of the City Council of the City of Newburgh declaring its intent to be Lead Agency under the State Environmental Quality Review Act ("SEQRA") with respect to amending Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh, declaring the project to be a Type I action, considering a Full Environmental Assessment Form ("FEAF") and referring the same to the Orange County Department of Planning and other Interested or Involved Agencies.

Una resolución del Ayuntamiento de la Ciudad de Newburgh declarando su intención para ser la Agencia Principal bajo la Ley Estatal de Revisión de la Calidad Ambiental ("SEQRA") con respecto a la enmienda del Capítulo 300 titulado "Zonificación" del Código de Ordenanzas de la Ciudad de Newburgh, declarando el proyecto como una acción Tipo I, considerando un Formulario Completo de Evaluación Ambiental ("FEAF") y remitiendo lo mismo al Departamento de Planificación del Condado de Orange y a otras Agencias Interesadas o Involucradas.

23. Resolution No. 212 - 2020 - Zoning Amendment - Public Hearing

Resolution scheduling a public hearing for September 28, 2020 to hear public comment concerning the adoption of the c Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh and revised zoning map of the City of Newburgh.

Una resolución programando una audiencia pública para el 28 de septiembre de 2020 para escuchar comentarios públicos con respecto a la adopción del Capítulo 300 revisado titulado "Zonificación" del Código de Ordenanzas de la Ciudad de Newburgh y mapa de zonificación revisado de la Ciudad de Newburgh.

24. Resolution No. 213 - 2020 - to Schedule a 2nd Public Hearing and Schedule Opening a 2nd Public Comment Period for the FY2021 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

Resolution opening a 30-day public comment period and scheduling a public hearing for September 28, 2020 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Annual Action Plan for fiscal year 2021.

Una resolución abriendo un periodo de comentario público de 30 días y programando una audiencia pública para el 28 de Septiembre de 2020 para recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto a la Programa de Subvención a los Bloques de Desarrollo Comunitario para el Plan de Acción Anual para el año fiscal 2021.

25. Resolution No. 214 - 2020 - To accept NYS DEC Volunteer Fire Assistance Grant in the amount of \$1,500

Resolution authorizing the City Manager to accept a New York State Department of Environmental Conservation Title IV Volunteer Fire Assistance grant in an amount of \$1,500.00 to assist in the purchase of Wildland firefighting equipment.

Una resolución autorizando al Gerente de la Ciudad a aceptar una Subvención de Asistencia Voluntaria para Incendios del Departamento de Conservación Ambiental del Estado de Nueva York Título IV por un monto de \$1,500.00 para asistir en la compra de equipo de lucha contra incendios Wildland.

26. Resolution No. 215 - 2020 - Human Rights Commission appointment

Resolution appointing Richard E. Rosencrans, Jr. to the City of Newburgh Human Rights Commission to fill the remainder of an unexpired term.

Una resolución nombrando a Richard E. Rosencrans, Jr. A la Comisión de Derechos Humanos de la Ciudad de Newburgh para llenar el resto de un término no caducado.

27. Resolution No. 216 - 2020 - Ratifying a MOA and Approving a Collective Bargaining Agreement with Local 589 IAFFF

A resolution ratifying a Memorandum of Agreement and approving a collective bargaining agreement with Local 589 International Association of Fire Fighters.

Una resolución que ratifique un Memorándum de Acuerdo y apruebe un acuerdo de negociación colectiva con la Asociación Internacional de Bomberos Local 589.

28. Resolution No. 217 - 2020 - Approval of Consent Judgement

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. 6071-2019 involving Section 4,

Block 12, Lot 4 (Ilari Group).

Una resolución que apruebe la sentencia de consentimiento y autorice al Gerente de la Ciudad a firmar dicha sentencia de consentimiento en relación con el Procedimiento de Certiorari Fiscal contra la Ciudad de Newburgh en el Tribunal Supremo del Condado de Orange que lleva el Índice del Condado de Orange No 6071-2019 que involucra la Sección 4, Bloque 12, Lote 4 (Grupo Ilari)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

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

RESOLUTION NO.: 195 - 2020

OF

SEPTEMBER 14, 2020

RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$200,000.00 FROM
SANITATION CONTINGENCY TO SANITATION-OPERATION OF MOTOR VEHICLES,
SANITATION-REPAIRS/MOTOR VEHICLES, SANITATION-OTHER SERVICES-
TIPPING FEES, SANITATION-OTHER SERVICES-TIRE RECYCLING-ELECTRONIC,
AND SANITATION-OTHER SERVICES-VENDOR REPAIR TO FUND
SANITATION TRUCK REPAIRS

WHEREAS, an amendment to the 2020 Budget is necessary to fund expenses related to the expenses for sanitation truck repairs; 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.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
S.1900.1990.0000.0000	Sanitation Contingency	<u>\$200,000.00</u>	
S.8160.0411	Oper. Of Motor Vehicles		\$20,000.00
S.8160.0442	Repairs/Motor Vehicles		\$30,000.00
S.8160.0448	Other Services-Tipping Fees		\$70,000.00
S.8160.0481	Other Services-Tire Recycle- Electronic		\$20,000.00
S.8160.0482	Other Services-Vendor Repair		<u>\$60,000.00</u>
	TOTAL:	\$200,000.00	\$200,000.00

RESOLUTION NO.: 196 - 2020

OF

SEPTEMBER 14, 2020

**RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$47,946.78 FROM
SEWER CONTINGENCY TO SEWER-SEWER MAIN LINE CLEANING,
SEWER-MAINTENANCE & SUPPLIES, AND SEWER-OTHER SERVICES
TO FUND ADDITIONAL OPERATING COSTS**

WHEREAS, an amendment to the 2020 Budget is necessary to fund operating expenses greater than anticipated on the adopted budget; 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.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
G.1900.1990.0000.0000	Sewer Contingency	<u>\$47,946.78</u>	
G.8120.0448.0003	Sewer Main Line Cleaning		\$32,946.78
G.8120.0415	Maintenance & Supplies		\$ 5,000.00
G.8120.04480	Other Services		<u>\$10,000.00</u>
	TOTAL:	\$47,946.78	\$47,946.78

RESOLUTION NO.: 197 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
PROCUREMENT (P-CARD) AND TRAVEL CARD (T-CARD) POLICY AND PROCEDURE**

WHEREAS, by Resolution No. 86-2014 of April 14, 2014, the City Council of the City of Newburgh adopted a City of Newburgh Procurement Card (P-Card) Policy and Procedure; and

WHEREAS, the City Council has reviewed the revisions recommended by the City Comptroller to the City of Newburgh Procurement (P-Card) and Travel Card (T-Card) Policy and Procedure and finds that adopting the revised policy is in the best interest of the City of Newburgh;

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Procurement (P-Card) and Travel Card (T-Card) Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this City of Newburgh Procurement (P-Card) and Travel Card (T-Card) Policy shall take effect on September 15, 2020.



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

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

Todd Venning
City Comptroller

tvenning@CityofNewburgh-NY.Gov

TO: City Manager

FROM: Todd Venning, City Comptroller

DATE: September 14, 2020

SUBJECT: **Procurement & Travel Card Policy and Procedures**

I. PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for using the City of Newburgh's Procurement Card (P-Card) and/or Travel Card (T-Card). This policy is written to ensure compliance with all County, State and Federal procurement rules and regulations.

II. GENERAL

The Office of the Comptroller will be responsible for ensuring compliance with this policy.

III. ASSIGNMENT OF PROCUREMENT CARD

Issuance of the Procurement Card is determined by the City Comptroller and the City Manager. Request for issuance of a Procurement Card must be made in writing to the City Comptroller.

IV. CRITERIA FOR UTILIZING PROCUREMENT CARD

The Procurement card may be used for the procurement of goods which cannot be acquired by purchase order. It cannot be used for the Procurement of Services.

The P- card may be used for:

- Supplies/Materials
- Equipment

The P-Card may not be used for:

- Personal Purchases
- Travel/Entertainment
- Cash Advances /Cash Refunds

V. DETAILED GUIDELINES/LIMITS FOR USING THE PROCUREMENT CARD

- A. The total cost for one transaction cannot exceed \$5,000.
- B. Order cannot be split to avoid the \$5,000 limit.
- C. The authorized limit for the Procurement Card is established by the City Comptroller.
- D. The Procurement Card can only be used to procure supplies or materials for the City of Newburgh's use.
- E. The number of transactions per cycle (31 days), per card is limited to 15.
- F. Procurement card can be used with vendors that do not accept purchase orders
- G. The Procurement Card cannot be used to purchase gasoline.
- H. The Procurement Card cannot be used for travel.
- I. City of Newburgh is a tax-exempt entity. Purchases in NYS must not include sales tax.
- J. No food purchases on P-Card. For allowable/reimbursable food purchases please confirm purchase in advance with the Office of the Comptroller to ensure reimbursement on a voucher.
- K. All grant purchases must be made on the Comptroller's P-Card.

VI. PROCESSING PAYMENTS

- A. The Department Head must obtain a receipt for each purchase on the P-Card. Failure to obtain receipts may make the City ineligible for reimbursements.
- B. The receipt total must match the charge on the P-Card.
- C. Each purchase and corresponding receipt will be recorded on the "City of Newburgh P-Card Monthly Reconciliation" Excel sheet, detailing the GL account, vendor, and description of purchase, invoice number and dollar amount of purchase.
- D. At the end of the billing cycle, the Office of the Comptroller will send the itemized procurement card bill to the Department Head for review and signoff.
- E. Department Heads are responsible to ensure the Excel reconciliation sheet and the P-Card summary bill match.

Once the monthly reconciliation is completed, each P-Card holder will send the following to the Office of the Comptroller:

- i. A hard copy of the signed Excel reconciliation sheets with all original receipts attached.
 - ii. An emailed copy of the Excel reconciliation sheet in Excel (No PDF)
- F. The items are due back to the Office of the Comptroller within 3 business days of receiving the itemized procurement card bill from the Comptroller's Office. Compliance with the deadlines ensures the City does not incur late fees or finance charges.
- G. The Office of the Comptroller will review the Monthly Reconciliation File, record the expense against the Department's budget in KVS and issue payment to the credit card company.
- H. The Monthly Reconciliation File along with the original receipts will be filed by the Office of the Comptroller by month in a secure file cabinet.

VII. ASSIGNMENT OF TRAVEL CARD

The City of Newburgh's Comptroller Office will authorize designated employees the use of the travel card, issued in City of Newburgh's name, to pay for certain travel & conference expenses.

VIII. CRITERIA FOR UTILIZING TRAVEL CARD

The travel card may be used for:

- Train, bus, airfare
- Vehicle rentals and gas purchase
- Meals [up to limits described in City Code section 65-7 "Out-of-town meal policy"]
- Parking
- Hotel Stays

The travel card may not be used for:

- In-room charges
- Alcoholic beverages
- Non-reimbursable travel and conference expenses (example: speeding tickets, parking tickets, laundry, entertainment, other personal charges)

The travel card should never be used for personal expenses.

IX. DETAILED GUIDELINES/LIMITS FOR USING THE TRAVEL CARD

- A. Prior to the issuance of the travel card, the employee should first contact their immediate supervisor and submit a request to travel and an estimate of the total travel cost. Once approved, the immediate supervisor or department head will submit an official travel request to be signed by the City Comptroller and Manager.

The travel request should detail the following:

- i. Purpose and dates of travel
- ii. Mileage
- iii. Meals
- iv. Lodging charges (estimate)

- v. Other transportation cost (car rental)
- vi. Other expenses (conference registration if not prepaid)
- vii. Net amount
- viii. Certification (Signature)

- B. Once the travel request is submitted approved and certified, the employee may submit a request to the Comptroller's office for use of the travel card. At this time the Office of the Comptroller will assist the employee in setting up their travel plans, if necessary.
- C. Once the travel plans are scheduled, the Office of the Comptroller will inform the employee of the date and time to pick up the travel card. At the time of pickup, the employee will be provided all necessary documents for their trip (reservations, tax exemptions certificate, travel memo, etc...)
- D. The city employee should return the travel card to the Office of the Comptroller on the next working business day. Original receipts of all purchases made with the travel card must be submitted with the card. The GL to which the expense is being charged should be indicated on the receipt.

X. PROCESSING PAYMENTS

- A. The Office of the Comptroller will reconcile the charges on the travel card, with the receipts received. Payment will be submitted to the Citibank based on this reconciliation.

XI. SECURITY GUIDELINES FOR CARDHOLDERS

- A. Do not give your card number to anyone (other than for official business transactions)
- B. Do not photocopy your card.
- C. Do not include your full card number in any e-mail correspondence

XII. FAILURE TO COMPLY

- A. Untimely reconciliation will result in temporary inactivation of the P-Card until reconciliation is completed.
- B. In the event a reimbursable item does not have a receipt, resulting in no reimbursement to the City, the responsible department will be charged.
- C. Any finance charges incurred due to late submission of a complete reconciliation package (see VI. E.) will be charged to the responsible fund.

RESOLUTION NO.: 198 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT AMENDMENT WITH SST, INC.
FOR SHOTSPOTTER FLEX SERVICES SUBSCRIPTION FOR 2020**

WHEREAS, by Resolution No. 336-2016 of December 12, 2016, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with SST, Inc. to provide subscription-based ShotSpotter Flex gunfire location, alert and analysis services to the City of Newburgh Police Department; and

WHEREAS, the City of Newburgh and SST, Inc. have reached an agreement for the cost of the ShotSpotter Subscription Services for the period beginning on February 10, 2020 and ending on July 31, 2020 in the amount of \$0.00 and for the period beginning on August 1, 2020 and ending on December 31, 2020 in the amount of \$49,500.00; and

WHEREAS, the City Council finds that entering into an amendment of the contract with SST, Inc. for the 2020 subscription services 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 of the City of Newburgh be and he is hereby authorized to enter into an amendment to the agreement with SST, Inc., as annexed hereto, for the cost of the 2020 ShotSpotter subscription services to the City of Newburgh Police Department.



Quotation

7979 Gateway Blvd., Suite 210
Newark, CA 94560-1156
Phone (888) 274-6877 Fax (650) 887-2106

DATE 7/29/2020
Quotation # NBRGHNY072920
Customer ID Newburgh PD

Quotation For:

Todd Venning, J.D., M.S.
City Comptroller/CFO
City of Newburgh
55 Broadway
Newburgh, NY 12550

Quotation valid until: 9/30/2020
Prepared by: K Isotalo

Comments or Special Instructions: ShotSpotter Subscription Services for February 10, 2020 through July 31, 2020 and August 1, 2020 through December 31, 2020 for 3 mi² of coverage. The proposed services will be delivered according to the terms and conditions contained in the ShotSpotter Flex Services Agreement dated 1/13/2017, which is incorporated herein by reference.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	
Pontious			Electronic	Net 30	
QUANTITY	DESCRIPTION		UNIT PRICE	TAXABLE?	AMOUNT
1	ShotSpotter Subscription Services for 2/10/2020 through 7/31/2020.		\$0		\$0
1	ShotSpotter Subscription Services for 8/1/2020 through 12/31/2020.		\$49,500		\$49,500
				SUBTOTAL	\$49,500
				TAX RATE	
				SALES TAX	-
				OTHER	-
				TOTAL	\$49,500

Please indicate your acceptance of this quote by issuing a Purchase Order referencing the Quotation # above. ShotSpotter will issue an invoice once we receive the PO.

If you have any questions concerning this quotation, please contact
Karen Isotalo - Director, Sales Operations at 510-298-8668 or kisotalo@shotspotter.com

THANK YOU FOR YOUR BUSINESS!

RESOLUTION NO.: 199 - 2020

OF

SEPTEMBER 14, 2020

**RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$49,500.00 FROM
GENERAL FUND BALANCE TO GENERAL FUND – POLICE DEPARTMENT
REPAIRS/OTHER EQUIPMENT FOR COSTS OF 2020 SHOTSPOTTER SUBSCRIPTION**

WHEREAS, an amendment to the 2020 Budget is necessary to fund the cost of the 2020 ShotSpotter subscription service in the City of Newburgh Police Department; 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.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
A.0000.0911.0000.0000	General Fund Balance	<u>\$49,500.00</u>	
A.3120.0443.0000.0000	General Fund Police Department Repairs/Other Equipment		<u>\$49,500.00</u>
	TOTAL:	\$49,500.00	\$49,500.00

RESOLUTION NO.: 200 - 2020

OF

SEPTEMBER 14, 2020

**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. 2017-9726 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. 2017-9726 was April 24, 2020, 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 2017 *In Rem* tax foreclosure proceeding bearing Orange County Index No. 2017-9726; 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 2017 *In Rem* tax foreclosure proceeding bearing Orange County Index No. 2017-9726.

FOR INTERNAL USE ONLY

2017 IN REM – PROPERTIES TO BE TAKEN LIST

<u>IN REM NO.</u>	<u>PROPERTY ADDRESS AND FORMER OWNER(S)</u>	<u>TAX MAP NO. SECTION/BLOCK/LOT</u>
7	26 Blake Street George N. Milliken, Jr., Arlene Milliken & Shawn Seeley	2 - 18 - 11
9	19 Cottage Avenue Nicholas D. Kennedy Tamica L. Kennedy	3 - 9 - 8
29	586 South Street Armondo L. Aguilar	6 - 6 - 70.1
79	185 N. Miller Street Jean Claude Francois	11 - 1 - 19
105	176 Dupont Avenue Sheindy Grunhut	13 - 3 - 37
116	317 Dupont Avenue Lucy A. Moriello	13 - 10 - 4
132	143 Fullerton Avenue Bridget E. Foley	15 - 6 - 3
150	16 Roosevelt Place Ricardo Pantoja	17 - 2 - 40
165	160 Dubois Street Robert Widor Gloria F. Widor	18 - 1 - 38
170	193 South Street Kenneth R. Foster	18 - 2 - 41
196	111 Lander Street Berthenia S. Powell J. Louise Coleman	18 - 9 - 19

FOR INTERNAL USE ONLY

2017 IN REM – PROPERTIES TO BE TAKEN LIST

<u>IN REM NO.</u>	<u>PROPERTY ADDRESS AND FORMER OWNER(S)</u>	<u>TAX MAP NO. SECTION/BLOCK/LOT</u>
208	96 West Street Evan Roberts Tracy Boyle	20 - 1 - 60
224	76 Carter Street Tara Management Corp.	22 - 1 - 28
225	82 Carter Street George S. Cohen	22 - 1 - 31
250	207 Liberty Street Marsha L. Henderson	23 - 5 - 2
293	25 Carpenter Avenue Castro & Son's Acquisitions, LLC	29 - 2 - 17
294	70 Van Ness Street Julia Castro	29 - 2 - 18
301	231 First Street George Blake Petrona Blake	29 - 4 - 5
312	18 City Terrace Newburgh Prime, LLC	29 - 6 - 1
341	42 Chambers Street The Holy Trinity Church Of Unity of Newburgh, NY, Inc.	30 - 5 - 39.1
374	161 Ann Street Heyam Rady	36 - 5 - 5
396	57 Hasbrouck Street Rear Jemco, LLC	38 - 4 - 8.2

FOR INTERNAL USE ONLY

2017 IN REM – PROPERTIES TO BE TAKEN LIST

<u>IN REM NO.</u>	<u>PROPERTY ADDRESS AND FORMER OWNER(S)</u>	<u>TAX MAP NO. SECTION/BLOCK/LOT</u>
397	57 Hasbrouck Street Jemco, LLC	38 - 4 - 9
406	242 S. William Street The Recovered Properties, LLC	38 - 4 - 59.1
478	8 Little Monument Street Lorenzo David Castro	45 - 13 - 25
480	146 Renwick Street Carl Bonaparte	45 - 14 - 11
488	8 Liberty Street Eunice David	46 - 1 - 21
497	76 Courtney Avenue Rosalba Properties, LLC	48 - 1 - 17
499	19 Overlook Place Overlook JF2, LLC	48 - 3 - 7
501	8 Bay View Terrace Bay View Terrace 1, LLC	48 - 3 - 15
544	440 Carpenter Avenue Bldg. 1, Unit 9 Bruce R. McLean	56 - 1 - 1.-9
549	408 Carpenter Avenue Bldg. 3, Unit 224 Bruce R. McLean	56 - 1 - 1.-74

The City of Newburgh

Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Todd Venning, City Comptroller

FROM: Jeremy Kaufman, Assistant Corporation Counsel

CC: Joseph Donat, City Manager
Alexandra Church, Director of Planning and Development
Joanne Majewski, Assessor
Vickiana DeMora, Tax Collector

RE: Chapter 93, *In Rem* Repurchases, 2016 *In Rem* Proceedings

DATE: December 10, 2019

By Resolution No. 154-2019, the City Council authorized a procedure for repurchase of tax foreclosed properties taken in the 2016 *In Rem* tax foreclosure proceeding. Pursuant to the resolution and the procedures outlined in Chapter 93 of the Newburgh City Code, the final deadline to repurchase an affected property was December 5, 2019.

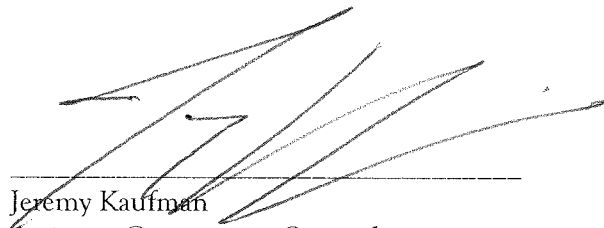
Of the 17 properties taken in the 2016 *In Rem* proceeding, 3 were repurchased. Those properties were:

- a. 410 Robinson Avenue
- b. 312 Grand Street
- c. 113 Johnston Street

The remaining 14 properties were taken by deed dated August 7, 2019 and never repurchased. Thus, the City continues to hold title to these properties. They should be evaluated for sale as soon as possible.

Should you have any questions about the above, please contact the undersigned.

Yours,

A handwritten signature in dark ink, consisting of several sharp, overlapping diagonal strokes, positioned above a horizontal line.

Jeremy Kaufman
Assistant Corporation Counsel

RESOLUTION NO.: 201 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF VACANT REAL PROPERTY
KNOWN AS NORTH PLANK ROAD (SECTION 3, BLOCK 6, LOT 4)
AT PRIVATE SALE TO STEVEN MICHALSKI
FOR THE AMOUNT OF \$600.00

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 a vacant parcel of real property identified as North Plank Road, being more accurately described as Section 3, Block 6, Lot 4 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 11, 2020, 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>
North Plank Road	3 - 6 - 4	Steven Michalski	\$600.00

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

Terms and Conditions Sale

North Plank Road, City of Newburgh (SBL: 3-6-4)

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 2020-21, 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 2020-21, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation.
5. 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.
6. 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.
7. 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.
8. 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.
9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing*

costs/fees. **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

10. 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.
11. 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.
12. 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.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, 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.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. 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.
16. 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.

ACKNOWLEDGED AND AGREED

Date: _____

STEVEN MICHALSKI

Proposal Form

Contact Information:

Name: Steven Michalski
Business Name (If Applicable): Autumn Sky Development Co. Inc. extend to this
Address: PO Box 298 company
City, State & Zip: New Paltz NY 12561 I own sole owned
Home phone: _____
Business Phone: _____
Mobile Phone: 914-325-7696
E-mail: stevemnp99@gmail.com
Federal I.D. No. (If Applicable): 14-1780212 Steven Michalski

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes _____ No 1 ✓

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes _____ (attach explanation) No _____ N/A 1 ✓ (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 1 ✓ (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.): NA

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes 1 ✓ No _____ (attach explanation) N/A _____ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes _____ (attach explanation) No 1 ✓ N/A _____ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes _____ (attach explanation) No 1 ✓

August 9, 2016 update

just this property - was in my dad's name
and when when it was transferred the city
was left off. This was at the height of
the recession and we were having several
problems as well.
Sincerely Steven Michalski

Page 5

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: 2 Plank Rd. (Front strip of land)

S-B-L#: 3-6-4

Type of Project:

☐ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units ☐)

☐ Mixed Use (Commercial & Residential - # of Residential Units ☐) *vacant land adjoins existing building in town of newburgh*

For the property types listed above, will it be occupied by the purchaser: Yes ☐ No ☒

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use: Strip in front of Town of Newburgh property)

Offer Purchase Price: \$ 600

(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: \$ NA *no construction*

Who will be doing the work? ☐ Self ☐ Other (complete below) *vacant land*

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

General Contractor: _____

Architect: _____

Engineer: _____

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

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	NA	
Role (i.e. owner, partner, general contractor, architect, investor.)		
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)		
Property Type: (i.e. single-family, multi-family rental or commercial.)		
Number of Buildings in Project		
Total Number of Residential Units in Project/Building		
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs		
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)		
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

Finances:

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

I am providing: ☐ Personal Financial Statement
☐ 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".

Steven Michalski
Signature

7/24/20
Date

Steven Michalski
Print Name

Submit Application to:

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

Bank: Salisbury Bank and Trust Company
Report: RLIS

Relational Search Report

Run Date: 07-23-2020
Post Date: 07-23-2020
Page: 1 of 1

Steven Michalski
O Box 298
3W Palitz NY 12561-0298

Deposit Total Owner Balance: 39,837.97

Deposits

Account Number	Account Description	Auth Trans	Current Balance	Collected Balance	Available Balance	Int Rate	Maturity Date	status	Acct Role
53111020	Checking with Intere	Yes	9,844.52	9,844.52	9,844.52	0.00030		ACT	TAX
53111020	Basic Business Check	Yes	125.73	125.73	125.73	0.00000		DORM	SIEN
53111020	Small Business Check	Yes	5,897.69	5,897.69	5,897.69	0.00000		ACT	SIEN

Purchase Proposal Summary

Location: North Plank Road (north side)
Tax Map Number: 3-6-4
Property Class: 311—Vacant Residential Land
Zoning: RL—Residential Low Density
Description: Vacant Residential Land; 12 x 75
Condition: N/A
Assessed Value: \$600
Annual Taxes: \$ 29+/-

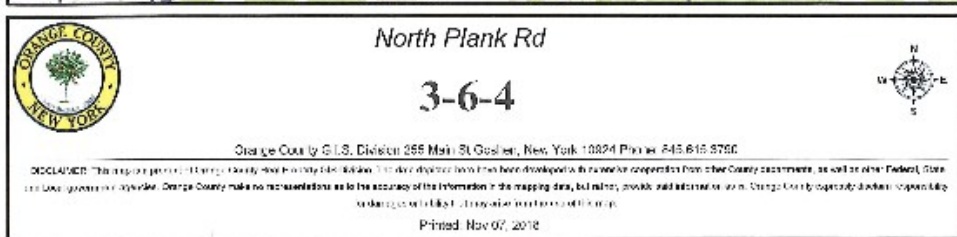
The city acquired this property: July 2009

Offer Information:

Name: Steven Michalski (Autumn Sky Development Co. Inc.)
Offer Price: **\$600**
Proof of Financing: Salisbury Bank & Trust account.

Comments: The purchaser wishes to purchase this sliver of land that is within the City of Newburgh. It was part of the adjacent, main portion of the property (2 Plank Road) located just over the City line in the Town of Newburgh. This parcel was separated when he and his father lost this parcel to the City because of personal financial issues which lead to an inadvertent non-payment of taxes for this small strip of land. Now he wants to purchase the parcel to make the property whole once again.





RESOLUTION NO.: 202 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32)
AT PRIVATE SALE TO JOSEPH MULLOKANDOV FOR THE AMOUNT OF \$120,000.00

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 182 Broadway, being more accurately described as Section 30, Block 1, Lot 32, 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 December 11, 2020, 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>
182 Broadway	30 - 1 - 32	Joseph Mullokandov	\$120,000.00

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

182 Broadway, City of Newburgh (SBL: 30-1-32)

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 2020-2021, 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 2020-2021, 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. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. 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.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$10,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Joseph Mullokandov

Proposal Form

Contact Information:

Name: Joseph Mullenkand
Business Name (If Applicable): OK NY 102 LLC
Address: 69-36 138 St Apt 1A
City, State & Zip: Fushing NY 11367
Home phone: 917-733-6357 - ENOLA Sobel -
Business Phone: same
Mobile Phone: same
E-mail: _____
Federal I.D. No. (If Applicable): 85-1064416

Property Ownership Information:

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

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

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

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

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

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

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

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 182 Broadway - Newburgh NY 12550

S-B-L#: 30-1-32

Type of Project:

_____ Single Family (includes a condominium unit)

____ Multi-Family (# of Units____)

7 Mixed Use (Commercial & Residential - # of Residential Units 2)

For the property types listed above, will it be occupied by the purchaser: Yes x No

Commercial _____ Industrial

Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ ~~100,000.00~~ **\$120,000**

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

Does or will your proposal conform to existing zoning? Yes ^x No _____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ \$147,200

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

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

General Contractor: _____

Architect: _____

Engineer: _____

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

Property/Project No. 1 Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	list will be provided separate. see below	
Role (i.e. owner, partner, general contractor, architect, investor.)		
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)		
Property Type: (i.e. single-family, multi-family rental or commercial.)		
Number of Buildings in Project		
Total Number of Residential Units in Project/Building		
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs		
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)		
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

Properties Renovated - owned
by Joseph MulloKandoo

174-27 127 Ave - Queens - NY

111-37 159 st Queen - NY

323 Newman Ave - Bronx - NY

3216 Seymour Ave Bronx - NY

401 Harding Park Bronx - NY



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 x

INFORMATION RELEASE:

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

Signature _____

5/18/20
Date

Joseph MulloK andou
Print Name

Submit Application to:

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

PURCHASE AGREEMENT

Date: 6/25/20 BK NY 10222

I (We) Joseph MulloKandav propose to purchase 182 Broadway -
owned by C/ Numburgh.

Terms of the offer as follows:

Purchase Price:

Seller Concession (if applicable)

Amount due on contract signing:

Mortgage Down Payment (LTV _____ %):

Amount due at closing:

Contracts to be signed on or about:

\$120,000 "cash as is"

-0-

\$10,000

N/A

\$110,000

ASAP

Closing to be (_____ on or about) or (X _____ on or before): 7/25/20

Personal Property included in sale: _____

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

The sale is contingent upon purchaser securing a _____ mortgage commitment in the amount of _____.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with River Realty Services, Inc. _____ is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ 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:

Joseph MulloKandav RS
Purchaser _____

Seller _____

Purchaser _____

Seller _____

Purchaser Address _____

Seller Address _____

Purchaser Phone Mydia Burhon

Seller Phone _____

Purchaser Attorney _____ / _____

Seller Attorney _____ / _____

Purchaser Attorney Phone / E-mail _____

Seller Attorney Phone / E-mail: _____

Agent Name: Kerly Scialpi of River Realty Services, Inc.

Phone: _____ Fax: _____

Email: _____

Listing Agent: _____ of _____

Phone: _____ Fax: _____

Email: _____



New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 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 Kerly Scialpi of River Realty Services Inc.
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

☒ Seller as a (check relationship below)

☒ Seller's Agent

☐ Broker's Agent

☐ Buyer as a (check relationship below)

☐ Buyer'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: 5/14/20

Date: _____

Cross Property Agent Full w Tabs

Listing



MLS#: **6008090** **Active** List Price: **\$159,900**
 Addr: **182 Broadway**
 PO: **Newburgh** County: **Orange County**
 City/Town: **Newburgh City** Zip: **12550-6278**
 Village: **None** Hamlet/Loc:
 COM Type: **Multi-Family** SubType: **Duplex/Triplex/Four**
 Tran Type: **Sale** Complex:
 Bldg Size: Levels: Sqft/Av Spc: **1,848**
 Lot Size: **0.0367 Acres** Zoning: **COMMERCIAL**

Recent: **03/13/2020 : PRC DECR : \$169,900-
->\$159,900**

LSC: **Price Decrease** Last Ext:

Current Use: **Mixed** Permit Use:
 Building Class: Invest Prop?: Street Type: # Ttl Units:
 Elevator: Sprinkler: Wkend Svc: # Res Units: **3**
 Ceiling Height: Grs Lse Area: Yr Blt: **1870 / Estimated** Yr Renovated:
 Elec Co: Elec Amps: # Bldgs: **1**
 Elevator Type: Floor Num: Elec Phase: # Docks:
 Parking: **Street Parking** Elec Volts: # Dv/Grd Drs:
 Traffic Count: Ovrhd Dr Hgt: RE Included:

Tax ID#: **331100.030.000-0001-032.000/0000** Assum Mort: Tot Inc Yr:
 Tax: **\$5,446** Tax Year: **2020** Assmt: **\$98,900** Tot Exp Yr:
 Cap Rate: Grs Rent Mult: Ann Bus Inc: Ann Rent Inc:

Inc/Exp Info: Eff Gross Inc: Grs Op Inc: Financial Year:
 Debt Info: Loan Info: Net Op Inc: Net Op Inc:
 Pre-Tax Csh Flw: Due In: Interest Rate: Ann Debt Svc:
 Amortized Over: Net Lse Invest: Down Paymnt: Occupancy:
 Tenancy: Price Confid: Prp On Grd Ls: Parking Ratio:
 Utilities:

Amenities:
 Includes:
 Excludes:
 Heat Zones/Type: **Base Board** Fuel: **Natural Gas**
 A/C: **None** Water: **Municipal**
 Garbage: Sewer: **Gas Stand Alone**
 Plumbing:
 Construction: **Brick** Gas Avail:
 Lot Description: **Level**
 Location Desc:

Public Remarks

Great opportunity to be in the heart of the Newburgh Business District. High visibility and traffic count - great commercial location. Brick building consisting of storefront with two 1 BR apartments. All separate utilities - great opportunity. City of Newburgh owned property. All offers subject to final approval by City Council. Property is only available to owner-occupied business or an owner-occupied resident. Cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

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

Show Instr:

Access for Show: **Use the Showing Assist icon for appointments**

Improvements:

Directions: **ROUTE 17K TO BROADWAY, PROPERTY IS ON THE LEFT**

Appt Ph: City Of Newburgh
 Owner: (28180) Brian T. Smith
 LA: bsmith@riverrealty.com
 LA Email: (RIVMNG) River Realty Services, Inc.
 LO: (37432) Lee A Raphael
 CLA: iraphael@riverrealty.com
 CLA Email: (RIVMNG) River Realty Services, Inc.
 CLO: SA: 0% BA: 2.5%
 Appt Ph 2: REO: Yes
 LA Ph: (845) 486-1100
 LO Ph: (845) 564-2800
 CLA Ph: (845) 564-2800
 CLO Ph: (845) 564-2800
 BRA: 0%
 OBD:
 DOM: 46
 Org Price: \$169,900
 Mod/Excl: NONE
 List Dt: 01/27/2020
 Expire Dt: 07/22/2020
 Agr Type: ERS
 Neg Thru: Listing Agent
 \$/SqFt: \$86.53
 TOM Dt:
 OM Date:

Prepared By: Donna Challacombe

Date Printed: 03/13/2020

Property Address:	182 Broadway			
Buyer Name:	Joseph Mullikandov			
REPAIR COST ESTIMATE AND SCHEDULE				
EXTERIOR	ESTIMATED START DATE	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS+ LABOR)
ROOF		\$3000	\$4000	\$7000
TIERS/DOWNSPOUTS				
WINDOWS		\$4500	\$3500	\$8000
DOORS		\$6000	\$2000	\$8000
SIDING/TRIM/EXTERIOR PAINTING/AVENING		\$500	\$2500	\$3000
FOUNDATION				
STEPS, PORCHES, DECKS		\$200	\$800	\$1000
LANDSCAPING				
OTHER FIRST FLOOR RESTAURANT BUILDOUT AND EQUIPMENT		\$60,000	\$10,000	\$70000
EXTERIOR AND RESTAURANT BUILDOUT SUBTOTAL		\$74,200	\$22800	\$97000
INTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	MATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS+ LABOR)
CLEAN-OUT, INTERIOR DEMOLITION		\$500	\$3500	\$4000
REMEDIATION - LEAD AND/OR ASBESTOS				
HEATING SYSTEM (FURNACES, PLUMBING)		\$4000	\$2000	\$6000
HOT WATER HEATERS		\$1600	\$3500	\$1600
PLUMBING		\$1500		\$5000
BATH(S)		\$2000	\$3000	\$5000
KITCHEN(S)		\$3000	\$1000	\$4000
INTERIOR DOORS TRIM/INTERIOR PAINTING, FLOORING, Electric		\$3000	\$2000	\$5000
		\$2000	\$4000	\$6000
INTERIOR REPAIR SUBTOTAL		\$17600	\$19000	\$36600
SOH COSTS, ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL, 10%, 15%, 25%)				
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)				\$13600
				\$147200

THE ROSENFELD LAW OFFICE

156 Harborview South
Lawrence, NY 11559
aviyrosenfeld@aol.com
PH. 516-547-1717

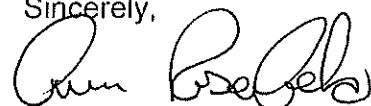
May 26, 2020

RE: property of choice

To Whom It May Concern:

Please be advised that I am the attorney for BKNY 102 llc where Joseph mullokandov is the sole member of this entity. This shall confirm that I am holding in my IOLA account for the benefit of the aforementioned entity \$600,000 which is designated for the closing of this property. Please call with any questions.

Sincerely,

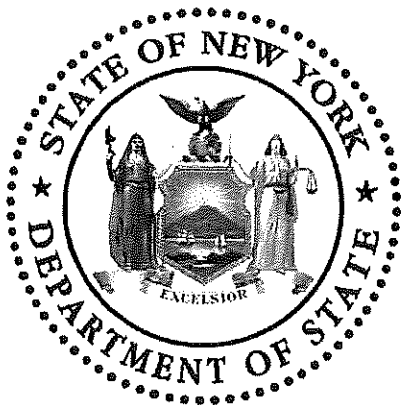
A handwritten signature in black ink, appearing to read 'Avinoam Rosenfeld', written over the word 'Sincerely,'.

Avinoam Rosenfeld, Esq.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
January 06, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

**ARTICLES OF ORGANIZATION
OF
Bkny 102 llc**

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

Bkny 102 llc

SECOND: The county, within this state, in which the office of the limited liability company is to be located is NEW YORK.

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

VCORP SERVICES, LLC
25 ROBERT PITT DRIVE
SUITE 204
MONSEY, NY 10952

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Bkny 102 llc (signature)

Joseph mullokandov , ORGANIZER
160 Fairview ave
Suite 812-195
Hudson, NY 12534

Filed by:
Joseph mullokandov
160 Fairview ave
Suite 812-195
Hudson, NY 12534

**FILED WITH THE NYS DEPARTMENT OF STATE ON: 01/06/2020
FILE NUMBER: 200106010426; DOS ID: 5682633**

FROM THE DESK OF JOSEPH MULLOKANDOV

Regarding: BKNY 102 LLC / Jospeh Mullokandov
Property Address: 182 Broadway, Newburgh, NY 12550

Dear Mr. Kohl:

Below is additional information and answers to your questions

182 Broadway

Jospeh Mullokandov is planning to open a Mediterranean restaurant on the store front of 182 Broadway in partnership with Waled Haredy. Mr. Haredy used to own Gyro 96 on E 96street in Manhattan. He had to close due to rent increases he could not afford. In his words, ".....the plan is to open the same one, different name, in the building Joseph is purchasing. We would be partners. Due to the small space it will likely be a takeout type restaurant". Mr. Haredy is partnering up with Joseph Mullokandov to continue in this business model in Newburgh.

We have created multiple take out restaurants. On this small and extremely simple project there is no need for a design professional. We also have ALL of our equipment in stock, including fridges, freezers, fryers, mixers, grills, and anything else we may need, which creates significant savings (in the amount of \$50,000 or more). Venting for a restaurant is done by a separate licensed contractor who fabricates and installs a hood above all the cooking equipment which then connects to a fire suppression system and separate electric circuit breakers on one end and to a duct leading to the roof culminating in a motor for venting on the other end. The entire system for a restaurant this size will not exceed \$15,000 and will be approved and tested by a local fire department upon completion.

Sincerely,



Jospeh Mullokandov

HUNGRY CITY

Two New Stops for Middle Eastern Food: Dizengoff and Gyro96

Dizengoff Closed

Gyro96 Middle Eastern \$ 141 East 96th Street 212-470-1089

By Ligaya Mishan

Aug. 25, 2016

Here is pita as it's meant to be, just shoveled from the oven, with pocks of scorch and loose blackened flour coming off on fingertips, leaving a dusty spoor on sleeves...

...On a busy day, Dizengoff may go through 15 gallons of hummus. At Gyro96, a falafel window steps from the 96th Street subway station on the Upper East Side, it's a matter of spoonfuls.

"Hummus is delicate," said Waled Haredy, the chef. He makes only what he knows he will use each day, so the flavor won't deteriorate in passing back and forth from fridge to counter in the tiny, sweltering kitchen.

Mr. Haredy grew up in Mansoura, in the Nile Delta of Egypt, and came to the United States in 1999 to study aeronautical engineering. He wound up washing vegetables at an Italian restaurant and worked his way up to pasta. In 2011 he opened Habibi's in Harlem, cooking from his mother's recipes.

When his landlord raised the rent, he parked a concession truck in an empty lot in Greenwich Village. When a developer bought that lot, he found himself here, in an afterthought of a storefront, 85 square feet, between a brow salon and a smartphone dealer.

He opened Gyro96 in May with Inna Sobel, a real estate broker and longtime friend who helps out at the counter, reassuring customers while they wait. Mr. Haredy makes everything to order, which takes time.

He wanted to serve shawarma, but that requires a bigger kitchen. Instead, he buys a pre-made cone of gyro loaf and brings the meat to life with a quick press on the grill amid a seethe of onion, peppers, cumin and garlic.

For \$5, this comes on flatbread from an Egyptian bakery in Queens, livened with spiced vinegar; for \$6, over rice stained by turmeric. This is street-cart cheap and delicious, even better folded in with grilled chicken thigh under lashes of tahini sauce and hot sauce charged with paprika, smokier than it is hot.

But falafel is Mr. Haredy's primary mission. His mother's recipe, which belonged to her mother and her grandmother before her, uses fava beans with just a touch of chickpeas. He reverses the ratio, but in all else is faithful.

He cautioned that falafel must be eaten immediately, and he's right: One moment it's ethereal, the next a lead balloon.

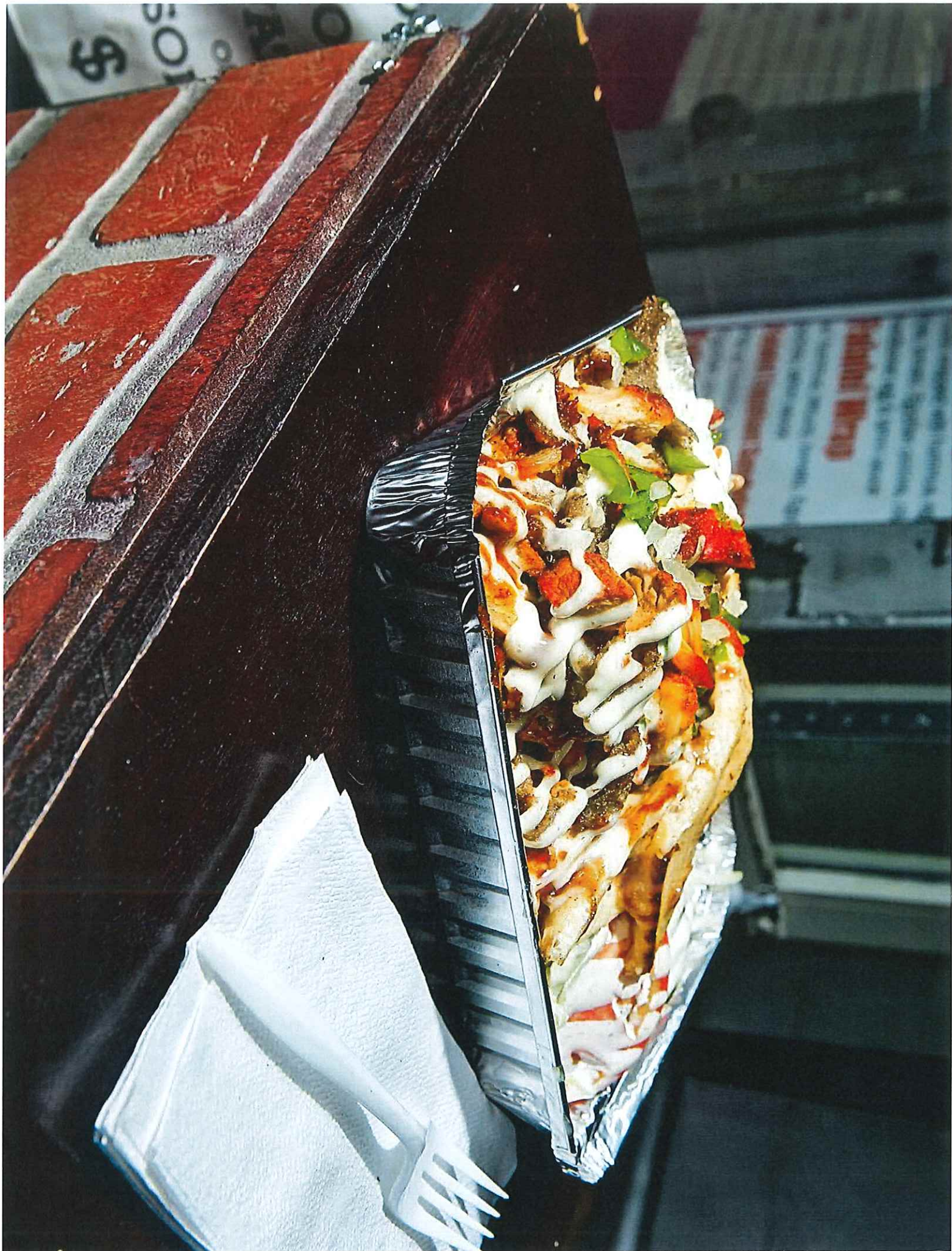
The priciest item on the menu, at \$8, is the Rocket, which comes with a childhood memory: When Mr. Haredy grew finicky over his food one day, his father, a strict man from Upper Egypt, the country's most conservative region, banished him from the table. His mother secretly gave him money and sent him to a nearby falafel shop.

There the owner made him something close to an Israeli sabich, flatbread barely holding in fried eggplant, hard-boiled egg, hummus, pickles, falafel and French fries. This, too, is best eaten on the spot, before the pulse of heat from the fries and falafel, fresh out of the fryer, turns everything damp.

A meal at Dizengoff may end with a lemonnana, a half-frozen slush of piercingly sweet mint lemonade dosed, if you like, with gin, vodka, rum, bourbon or arak. At Gyro96, Mr. Haredy favors the simplicity of karkade, hibiscus iced tea, which he remembers his mother making every day to appease his father's high blood pressure (and his suspicion of doctors). "That was our KoolAid," Mr. Haredy said.

He brews it as his mother did, soaking dried hibiscus blossoms overnight, then adding a drip of honey to the strained scarlet liquid -just a little, not enough to wholly disguise the flowers' bitterness.

"That's how you know it's medicine," he said.





Marketing and Offer History – 182 Broadway

- Department of Planning and Development offered the property for sale beginning 11/2019. The list price was \$98,900 (the 2019 assessed value). No offers were received by the deadline of 12/31/2019.
- River Realty began listing the property on 1/27/2020. The initial list price was \$169,900.
- River Realty reduced the price on 3/13/2020 to \$159,900 due to little activity and no offers.
- Joseph Mullokandov offered \$100,000 on 5/28/2020.
- Department of Planning and Development countered with an offer price of \$140,000.
- Joseph Mullokandov countered with an offer of \$120,000.
- There were no other offers on this property.
- This offer was presented to Council at the July 9, 2020 Work Session.
- The offer was tabled by the City Council at the July 13, 2020 Meeting.

Property Proposal Summary

Location:	182 Broadway
Tax Map Number:	30-1-32
Property Class:	482—Detached Row Building
Zoning:	BC—Broadway Corridor (East End Historic District)
Description:	Detached, Mixed Use Row House; Commercial Space on 1st Floor; 2 Apartments on upper floors; Year Built (1900+/-); 1848sf; lot size: 25 x 64
Condition:	Fair
Assessed Value:	\$127,200 (2020 Assessment)
Annual Taxes:	\$ 7,146 +/-
List Selling Price:	\$159,900
Date city acquired:	April 2017

Offer Information:

Name:	Joseph Mullokandov (BKNY 102 LLC)
Offer Price:	\$120,000
Construction Estimate:	\$147,000 +/-
Proof of Financing:	IOLA (Interest On Lawyer Account) Fund held with Rosenfeld Law Office.

Comments: This property was acquired by the City of Newburgh through an *In Rem* action in 2000. This property, along with 185 Broadway and 189 Broadway, was sold by the City Council in 2001. The City once again re-acquired this property through an *In Rem* action in 2017.

Mr. Mullokandov plans to partner with Inna Sobel and Waled Haredy to open a Mediterranean restaurant on the first floor. Mr. Haredy owned a successful restaurant—Gyro96— on E 96 Street in Manhattan. (See the NY Times review included in this proposal.) He was forced to close Gyro96 due to increasing rents. He wants to establish a similar type of restaurant—probably take-out only—on the first floor of 182 Broadway. Mr. Mullokandov will purchase the property under his own LLC, and then form a new LLC consisting of Ms. Sobel, Mr. Haredy and himself as partners in the restaurant. It will be an owner-occupant business. Mr. Mullokandov will also be renovating the upper floor apartments; the first floor will have to be reconfigured to accommodate a take-out restaurant.

The property was first listed for sale by the Planning and Development Department in the fall of 2019. By the end of 2019, the Department had received no offers for purchase. River Realty began listing the property as of January 27, 2020. Its original list price was \$169,900. After more than a month of little activity and no offers, the broker recommended a price reduction. The list price was reduced to \$159,900 on March 13, 2020. Mr. Mullokandov originally offered \$100,000 on May 28, 2020. The offer was countered with a price of \$140,000. Mr. Mullokandov subsequently offered \$120,000 which is the current offer being presented to Council. No other offers have been received.



182 Broadway Photos



First Floor Interior

Upper Floor Apartment



RESOLUTION NO.: 203 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 185 BROADWAY (SECTION 36, BLOCK 1, LOT 2)
AT PRIVATE SALE TO JOSEPH MULLOKANDOV FOR THE AMOUNT OF \$160,000.00

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 185 Broadway, being more accurately described as Section 36, Block 1, Lot 2, 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 December 11, 2020, 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>
185 Broadway	36 - 1 - 2	Joseph Mullokandov	\$160,000.00

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

185 Broadway, City of Newburgh (SBL: 36-1-2)

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 2020-2021, 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 2020-2021, 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. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. 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.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$15,000.00** 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: _____

Joseph Mullokandov

Proposal Form

Contact Information:

Name: Joseph Mullenkand
Business Name (If Applicable): OK NY 102 LLC
Address: 69-36 138th Ave
City, State & Zip: Fushing NY 11367
Home phone: 917-733-6357 - ENNA Sobel -
Business Phone: Same
Mobile Phone: Same
E-mail: _____
Federal I.D. No. (If Applicable): 85-1064416

Property Ownership Information:

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

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

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

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

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

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

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

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 185 Broadway, Newburgh NY 12550

S-B-L#: 36-1-2

Type of Project:

☐ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units ☐)

☒ Mixed Use (Commercial & Residential - # of Residential Units 4)

For the property types listed above, will it be occupied by the purchaser: Yes ☒ No ☐

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use: ☐)

Offer Purchase Price: \$ ~~\$500,000.00~~ ^{\$160,000}

(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: \$ \$134,000

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

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

General Contractor: ☐

Architect: ☐

Engineer: ☐

Examples of Purchaser's Previous Renovation or Development Experience:

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

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	See Attached List	
Role (i.e. owner, partner, general contractor, architect, investor.)		
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)		
Property Type: (i.e. single-family, multi-family rental or commercial.)		
Number of Buildings in Project		
Total Number of Residential Units in Project/Building		
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs		
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)		
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

Properties Renovated - owned
by Joseph MulloKardov

174-27 127 Ave - Queens - NY

111-37 159 st Queens - NY

323 NewMan Ave - Bronx - NY

3216 Seymour Ave Bronx - NY

401 Harding Park Bronx - NY



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 ^x _____

INFORMATION RELEASE:

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

Signature _____

5/18/20
Date

Print Name _____

Joseph Mollokandou

Submit Application to:

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

Cross Property Agent Full w Tabs

Listing



MLS#: **6018866** **Active** List Price: **\$224,900**
 Addr: **185 Broadway**
 PO: **Newburgh** County: **Orange County**
 City/Town: **Newburgh City** Zip: **12550-6276**
 Village: **None** Hamlet/Loc:
 COM Type: **Multi-Family** SubType: **Duplex/Triplex/Fourp**
 Tran Type: **Sale** Complex:
 Bldg Size: Levels: Sqft/Av Spc: **4,640**
 Lot Size: **0.0537 Acres** Zoning: **Commercial**

Recent: **02/26/2020 : New Listing**LSC: **New Listing**

Last Ext:

Current Use: Mixed	Invest Prop?:	Permit Use: Business, Residential	# Ttl Units: 5
Building Class:	Sprinkler:	Street Type:	# Res Units: 4
Elevator:	Grs Lse Area:	Wkend Svc:	Yr Renovated:
Ceiling Height:	Floor Num:	Yr Blt:	# Bldgs: 1
Elec Co:		Elec Amps:	# Docks:
Elevator Type:		Elec Phase:	# Dv/Grd Drs:
Parking: Street Parking		Elec Volts:	RE Included:
Traffic Count:		Ovrhd Dr Hgt:	

Tax ID#: 331100.036.000-0001-002.000/0000	Assum Mort:	Tot Inc Yr:
Tax: \$7,719 Tax Year: 2020	Assmt: \$137,400	Tot Exp Yr:
Cap Rate:	Ann Bus Inc:	Ann Rent Inc:

Inc/Exp Info:	Eff Gross Inc:	Grs Op Inc:	Financial Year:
Debt Info:	Loan Info:	Net Op Inc:	Net Op Inc:
Pre-Tax Csh Flw:	Due In:	Interest Rate:	Ann Debt Svc:
Amortized Over:	Net Lse Invest:	Down Paymnt:	Occupancy:
Tenancy:	Price Confid:	Prp On Grd Ls:	Parking Ratio:
Utilities:			

Amenities:		Fuel: Natural Gas
Includes:		Water: Municipal
Excludes:		Sewer: Municipal
Heat Zones/Type: Base Board		Hotwater: Gas Stand Alone
A/C: None		Gas Avail:
Garbage:		
Plumbing:		
Construction: Frame		
Lot Description: Level		
Location Desc: See Remarks		

Public Remarks

Great opportunity to be in the heart of the Newburgh Business District. Amazing opportunity for your business – spacious storefront (formerly a laundromat) with lots of potential and possibilities. Laundry equipment is included with the sale – great opportunity for the savvy entrepreneur. High visibility and traffic count – great commercial location. Brick building consisting of storefront with four apartments. Move your business in and let your tenants supplement your income! All separate utilities. City of Newburgh owned property. All offers subject to final approval by City Council. The City of Newburgh will give a strong preference to an owner-occupied business or an owner-occupied resident. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the attached Release of Liability form before accessing property and for lock box code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh. Free-standing laundry machines are not included in the sales price but are available for an additional price; concrete mixer, tile saw and scissor lift not included and will be removed prior to closing.

Show Instr: **Buyer and Agent must sign attached form. E-Mail signed form to Showings@Riverrealty.com OR fax to 845-564- 0700.**

Access for Show: **Broker**

Improvements:

Directions: **East on Broadway. Property is on the left, past William Street and before Clark Street.**

Appt Ph:	City Of Newburgh	Appt Ph 2:	DOM:
Owner:	(28180) Brian T. Smith	REO: Yes	Org Price: \$224,900
LA:	bsmith@riverrealty.com	LA Ph: (845) 486-1100	Mod/Excl: NONE
LA Email:	bsmith@riverrealty.com		List Dt: 02/26/2020
LO:	(RIVMNG) River Realty Services, Inc.	LO Ph: (845) 564-2800	Expire Dt: 08/24/2020
CLA:	(37432) Lee A Raphael	CLA Ph: (845) 564-2800	Ag Type: ERS
CLA Email:	raphael@riverrealty.com		Neg Thru: Listing Agent
CLO:	(RIVMNG) River Realty Services, Inc.	CLO Ph: (845) 564-2800	\$/SqFt: \$48.47

PURCHASE AGREEMENT

Date: 6/25/20

I (We) BK NY 102 LLC Joseph Mollakand propose to purchase 185 Broadway, Newbury ny
owned by C/ Newbury.

Terms of the offer as follows:

Purchase Price:	<u>\$160,000</u>
Seller Concession (if applicable)	<u>-0-</u>
Amount due on contract signing:	<u>715,000</u>
Mortgage Down Payment (LTV _____ %):	<u>N/A</u>
Amount due at closing:	<u>\$148,000</u>
Contracts to be signed on or about:	<u>ASAP</u>

Closing to be (_____ on or about) or (X _____ on or before): 7/25/20

Personal Property included in sale: _____

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

The sale is contingent upon purchaser securing a _____ mortgage commitment in the amount of _____.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with River Realty Services, Inc.
is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ 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:

Joseph Mollakand (Ks)
Purchaser _____

Seller _____

Purchaser _____

Seller _____

Purchaser Address

Seller Address

Purchaser Phone

Seller Phone

Nydia Barber
Purchaser Attorney _____

Seller Attorney

Purchaser Attorney Phone / E-mail

Seller Attorney Phone / E-mail:

Agent Name: Kerly Scialpi of River Realty Services, Inc.
Phone: _____ Fax: _____
Email: _____

Listing Agent: _____ of _____
Phone: _____ Fax: _____
Email: _____



New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 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 Kerly Scialpi of River Realty Services Inc.
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

☒ Seller as a (check relationship below)
☒ Seller's Agent
☐ Broker's Agent

☐ Buyer as a (check relationship below)
☐ Buyer'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: 5/14/20

Date: _____

FROM THE DESK OF JOSEPH MULLOKANDOV

Regarding: BKNY 102 LLC / Jospeh Mullokandov

Property Address: 185 Broadway, Newburgh, NY 12550

Dear Mr. Kohl:

185 Broadway

After making first floor into a white box space we will be leasing all the equipment form a laundry company (we are currently reviewing bids). This approach gives us savings on the build out and ability to save time/money and be able to open the business significantly faster as the laundry equipment company will be dropping/installing the equipment.

We have more than enough funds to complete these two projects and run both businesses. If for some reason more funds are needed then we have estimated, there is no issue in additional funding

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph Mullokandov', with a stylized, flowing script.

Joseph Mullokandov

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		\$12,000.00	\$4,500.00	\$16,500.00
GUTTERS/DOWNSPOUTS		\$1,500.00	\$1,200.00	\$2,700.00
WINDOWS		\$8,500.00	\$4,000.00	\$12,500.00
DOORS		\$1,200.00	\$1,000.00	\$2,200.00
SIDING/TRIM/EXTERIOR PAINTING		\$1,000.00	\$3,000.00	\$4,000.00
FOUNDATION		\$1,000.00	\$2,000.00	\$3,000.00
STEPS, PORCHES, DECKS		\$500.00	\$2,000.00	\$2,500.00
LANDSCAPING		\$500.00	\$1,000.00	\$1,500.00
OTHER:				
EXTERIOR REPAIR SUBTOTAL		\$26,200.00	\$18,700.00	\$44,900.00
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		\$500.00	\$4,000.00	\$4,500.00
REMEDIATION -LEAD AND/OR ASBESTOS		\$500.00	\$1,000.00	\$1,500.00
HEATING SYSTEM (FURNACES)		\$9,000.00	\$7,000.00	\$16,000.00
HOT WATER HEATERS		\$2,400.00	\$1,000.00	\$3,400.00
PLUMBING		\$4,000.00	\$4,000.00	\$8,000.00
ELECTRIC		\$4,000.00	\$6,000.00	\$10,000.00
BATH(S)		\$3,000.00	\$1,000	\$4,000.00
KITCHEN(S)		\$8,000.00	\$1,000	\$9,000.00
INSULATION/DRYWALL		\$1,000.00	\$3,000	\$4,000.00
INTERIOR DOORS		\$800.00	\$500	\$1,300.00
TRIM/INTERIOR PAINTING		\$1,000.00	\$3,000	\$4,000.00
FLOORING		\$5,000	\$5,000	\$10,000.00
EXTERIOR TOTAL				\$75,700.00
INTERIOR REPAIR SUBTOTAL		\$39,200.00	\$36,500	\$120,600
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				\$1,000.00
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL -10%, 15%, 20%)			0%	\$12,060
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)				\$133,660.00

THE ROSENFELD LAW OFFICE

156 Harborview South
Lawrence, NY 11559
aviyrosenfeld@aol.com
PH. 516-547-1717

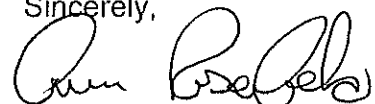
May 26, 2020

RE: property of choice

To Whom It May Concern:

Please be advised that I am the attorney for BKNY 102 llc where Joseph mullokandov is the sole member of this entity. This shall confirm that I am holding in my IOLA account for the benefit of the aforementioned entity \$600,000 which is designated for the closing of this property. Please call with any questions.

Sincerely,



Avinoam Rosenfeld, Esq.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
January 06, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

**ARTICLES OF ORGANIZATION
OF
Bkny 102 llc**

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

Bkny 102 llc

SECOND: The county, within this state, in which the office of the limited liability company is to be located is NEW YORK.

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

VCORP SERVICES, LLC
25 ROBERT PITT DRIVE
SUITE 204
MONSEY, NY 10952

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Bkny 102 llc (signature)

Joseph mullokandov , ORGANIZER
160 Fairview ave
Suite 812-195
Hudson, NY 12534

Filed by:
Joseph mullokandov
160 Fairview ave
Suite 812-195
Hudson, NY 12534

**FILED WITH THE NYS DEPARTMENT OF STATE ON: 01/06/2020
FILE NUMBER: 200106010426; DOS ID: 5682633**

Marketing and Offer History – 185 Broadway

- River Realty began listing the property on 2/26/2020. The initial list price was \$224,900.
- The first offer of \$60,000 was received on May 6, 2020. The offer was rejected by the Department of Planning and Development for being significantly below the list price and broker's estimated value.
- The second offer of \$20,000 was received on May 22, 2020. The offer was rejected by the Department of Planning and Development for being significantly below the list price and broker's estimated value.
- Joseph Mullokandov offered \$150,000 on 5/28/2020.
- Department of Planning and Development countered with an offer price of \$190,000.
- Joseph Mullokandov countered with an offer of \$160,000.
- There were no other offers on this property.
- This offer was presented to Council at the July 9, 2020 Work Session.
- The offer was tabled by the City Council at the July 13, 2020 Meeting.

Property Proposal Summary

Location:	185 Broadway
Tax Map Number:	36-1-2
Property Class:	481—Attached Row Building
Zoning:	BC—Broadway Corridor (East End Historic District)
Description:	Attached Mixed Use Row House; Commercial Space on 1st Floor; 4 Apartments on upper floors; Year Built (1900+/-); 3733sf; lot size: 26 x 90
Condition:	Fair
Assessed Value:	\$220,800 (2020 Assessment)
Annual Taxes:	\$ 12,405 +/-
Selling Price:	\$224,900
Date city acquired:	April 2017

Offer Information:

Name:	Joseph Mullokandov (BKNY 102 LLC)
Offer Price:	\$160,000
Construction Estimate:	\$134,000 +/-
Proof of Financing:	IOLA (Interest On Lawyer Account) Fund held with Rosenfeld Law Office.

Comments: This property was acquired by the City of Newburgh through an *In Rem* action in 2000. This property, along with 182 Broadway and 189 Broadway, was sold by the City Council in 2001. The City once again re-acquired this property through an *In Rem* action in 2017.

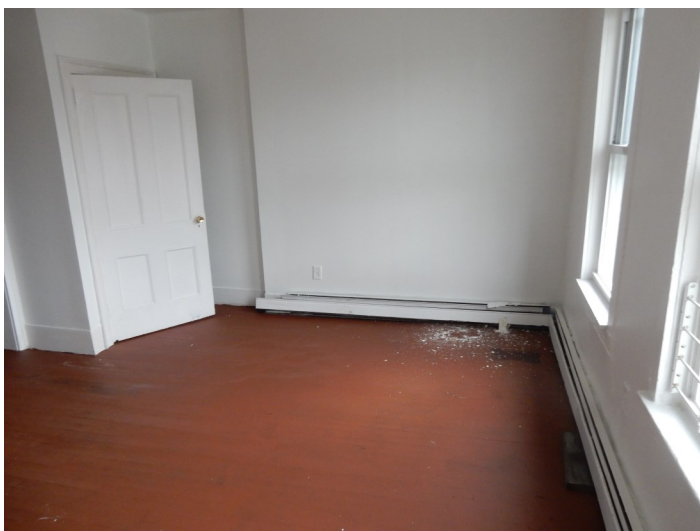
Mr. Mullokandov plans to restore the laundromat on the first floor and operate it as his own business. The first floor area needs the most work, although the upper floors need some repair work so that they can be rented once again.

The subject has been listed by River Realty beginning February 26, 2020. The list price was and still is \$224,900. There were two other offers received for this property prior to receiving Mr. Mullokandov's offer: the first offer of \$60,000 was received on May 6, 2020; the second offer of \$20,000 received on May 22, 2020. Both offers were rejected because they were significantly lower than the list price and the estimated value according to the Broker Price Opinion (BPO) prepared by the real estate broker.

Mr. Mullokandov originally offered \$150,000 on May 28, 2020. The offer was countered with a price of \$190,000. Mr. Mullokandov subsequently offered \$160,000, which is the current offer being presented to Council.



185 Broadway Photos



RESOLUTION NO.: 204 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 25 BRIDGE STREET (SECTION 44, BLOCK 4, LOT 3.2)
AT PRIVATE SALE TO OPTILINE ENTERPRISES LLC
FOR THE AMOUNT OF \$224,900.00**

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 25 Bridge Street, being more accurately described as Section 44, Block 4, Lot 3.2, 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 December 11, 2020, 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>
25 Bridge Street	44 - 4 - 3.2	Optiline Enterprises LLC	\$224,900.00

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

25 Bridge Street, City of Newburgh (SBL: 44-4-3.2)

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 2020-2021, 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 2020-2021, 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. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. 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.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$15,000.00** 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: _____

Tommy Bolduc, Manager/Member
Optiline Enterprises LLC

Proposal Form

Contact Information:

Name: Tommy Bolduc
 Business Name (If Applicable): Optiline Enterprises or an affiliate for ownership
 Address: c/o McLane Middleton, 900 Elm Street ATTN: Christopher Swiniarski, Esq.
 City, State & Zip: Manchester, NH 03110
 Home phone: _____
 Business Phone: _____
 Mobile Phone: 617-515-4184
 E-mail: Tommy@optiline.co and christopher.swiniarski@mclane.com
 Federal I.D. No. (If Applicable): _____

Property Ownership Information:

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

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

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

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

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

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

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 25 Bridge Street

S-B-L#: 44-4-2.2

Type of Project:

☐ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units ☐)

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

For the property types listed above, will it be occupied by the purchaser: Yes ☐ No ☐

☒ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 224,900

(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: \$ 150,000

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

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

General Contractor:

Architect:

Engineer:

Examples of Purchaser's Previous Renovation or Development Experience:

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

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	One First Street, Dover, NH	131 Burke Street, Nashua, NH
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner	Owner
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Total Demolition and redevelopment of 70+ units	Existing multi-tenant building
Property Type: (i.e. single-family, multi-family rental or commercial.)	see above	see above
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	70+	0
If commercial, total square footage of project		80,000+
Total Estimated Development/Rehabilitation Costs	\$4M-\$5M	\$2.5M
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Permitted and in construction	Complete and stabilized
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	none	none

Finances:

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

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

What You Should Attach:

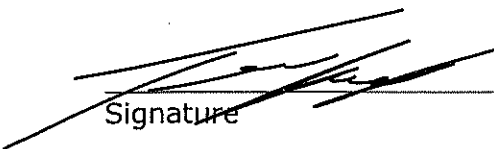
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

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

INFORMATION RELEASE:

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



Signature

Date

Tommy Bolduc

Print Name

Submit Application to:

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



157 Main Dunstable Rd STE 102,
Nashua, NH 03060

July 21, 2020

City of Newburgh
83 Broadway
Newburgh, NY 12550

RE: Supplement to Offer to Purchase 25 Bridge Street

To Whom it May Concern:

This letter serves to supplement the offer Optiline Enterprises (through its affiliates and subsidiaries) has made to the City of Newburgh to purchase property known as 25 Bridge Street, Newburgh, NY (the "Property"). Optiline has offered to purchase the Property as is, subject only to verification of title and all required approval of city government authorities having jurisdiction. The purchase price is the full asking price (\$224,900), to be paid directly by wire transfer at closing, with no financing. Optiline seeks to close the acquisition as soon as possible, preferably within approximately one week of verification of title and city approvals of the sale.

Optiline intends to use the Property as a NY headquarters for its gypsum flooring division, Optiline Gypsum. Optiline has a proven and successful combined 20 year track record of working with businesses to provide quality gypsum floor solutions in New England, New York, and along the eastern seaboard. This location is intended to employ 10-15 new employees from the Newburgh area workforce, with 2 current employees from the area already on board.

Optiline's immediate renovation plans for the Property are geared toward restoration of building code compliance and cosmetic repair and restoration. Code compliance work will include roof repairs and fire extinguisher compliance, with cosmetic repairs including brick and siding facia repairs and repainting, along with landscaping and general exterior cleanup.

The Property will serve as an office for an estimator and a warehouse supervisor. It will also warehouse raw materials for use in the gypsum flooring business, primarily gypsum powder. Business vehicles will be parked on site within the property, which is currently fenced. The fence will be repaired and maintained as necessary.

If you would like any additional information about Optiline, please feel free to visit our website at <https://optiline.com/> which contains a wealth of information and multi-media materials. Should you wish to speak with Optiline's principals directly, please feel to contact our attorney handling this acquisition:

Christopher Swiniarski
Christopher.swiniarski@mclane.com

Sincerely,

Optiline Enterprises

Tommy Bolduc, Owner
Mick Bolduc, Owner

Cross Property 360 Property View

25 Bridge Street, Newburgh, NY 12550, Orange County

Listing



MLS#: **6051370** **Active** List Price: **\$224,900**
 Addr: **25 Bridge Street**
 PO: **Newburgh** County: **Orange County**
 City/Town: **Newburgh City** Zip: **12550-5808**
 Village: **None** Hamlet/Loc:

COM Type: **Industrial** SubType: **Industrial - Business**
 Tran Type: **Sale** Complex:
 Bldg Size: Levels: Sqft/Av Spc: **4,600**
 Lot Size: **0.1148 Acres** Zoning: **Commercial**

Recent: **07/07/2020 : New Listing**LSC: **New Listing**

Last Ext:

Current Use:
 Building Class:
 Elevator:
 Ceiling Height:
 Elec Co:
 Elevator Type:
 Parking:
 Traffic Count:

Invest Prop?:
 Sprinkler:
 Grs Lse Area:

Floor Num:

Off-Site Parking

Permit Use:
 Street Type:
 Wkend Svc:
 Yr Blt:
 Elec Amps:
 Elec Phase:
 Elec Volts:
 Ovrhd Dr Hgt:

Ttl Units:
 # Res Units:
 Yr Renovated:
 # Bldgs:
 # Docks:
 # Dv/Grd Drs:
 RE Included:

Tax ID#: **331100.044.000-0004-003.200/0000**
 Tax: **\$9,385** Tax Year: **2020**
 Cap Rate: Grs Rent Mult:

Assum Mort:
 Assmt: **\$192,500**
 Ann Bus Inc:

Tot Inc Yr:
 Tot Exp Yr:
 Ann Rent Inc:

Inc/Exp Info:
 Debt Info:
 Pre-Tax Csh Flw:
 Amortized Over:
 Tenancy:
 Utilities:

Eff Gross Inc:
 Loan Info:
 Due In:
 Net Lse Invest:
 Price Confid:

Grs Op Inc:
 Net Op Inc:
 Interest Rate:
 Down Paymnt:
 Prp On Grd Ls:

Financial Year:
 Net Op Inc:
 Ann Debt Svc:
 Occupancy:
 Parking Ratio:

Amenities:
 Includes:
 Excludes:
 Heat Zones/Type: **Forced Air**
 A/C: **None**
 Garbage:
 Plumbing:
 Construction: **Frame**
 Lot Description: **Level**
 Location Desc:

Fuel: **Natural Gas**
 Water: **Municipal**
 Sewer: **Municipal**
 Hotwater: **Gas Stand Alone**
 Gas Avail:

Public Remarks

Commercial open span warehouse with offices/showroom in front. 4600 square foot building with overhead door and off-street parking in rear. Frontage on two separate streets and good commercial visibility. Former marble/tile store but many possible commercial allowable uses. Easy access to roads and easily navigable by trucks. Join in Newburgh's renaissance! City of Newburgh owned property. Only owner occupant business owners to be considered until further notice. All offers subject to final approval by City Council. Cash offers with proof of funds. Sold as-is.

Agent Only Remarks

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

Show Instr: **Buyer and Agent must sign attached form. E-Mail signed form to Showings@Riverrealty.com OR fax to 845-564- 0700.**

Access for Show: **Broker**

Improvements:

Directions: **Mill Street North to left onto Bridge Street.**

Appt Ph:
 Owner: **City Of Newburgh**
 LA: **(28180) Brian T. Smith**
 LA Email: **bsmith@riverrealty.com**

Appt Ph 2:
 REO: **Yes**
 LA Ph: **(845) 486-1100**

DOM:
 Org Price: **\$224,900**
 Mod/Excl: **NONE**
 List Dt: **07/07/2020**
 On Market Dt:

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

LO Ph: **(845) 564-2800**
 CLA Ph: **(845) 564-2800**
 CLO Ph: **(845) 564-2800**
 BRA: **0%**

Expire Dt: **01/06/2021**
 Agr Type: **ERS**
 Neg Thru: **Listing Agent**
 \$/SqFt: **\$48.89**
 TOM Dt:



297 Mill Street
Poughkeepsie, NY 12601
(845) 486-1100 x110
(845) 564-0700 fax



Brian T. Smith,
CDPE, e-PRO, GRI, SFR, AHS
bsmith@riverrealty.com



DATE: July 9, 2020

OFFER TO PURCHASE

I (We) Loyal Holdings, LLC, a New Hampshire limited liability company

propose to purchase 25 Bridge Street owned by City of Newburgh

Terms of the offer as follows:

Purchase Price: \$224,900

Deposit: \$1,000

Amount due on contract signing: \$14,000

Amount due at closing: \$209,900

Contracts to be signed on or about: _____

Closing to be on or before: 7 days after the later of satisfactory title review or city council approval

Personal Property included in sale: as located in building

This sale is contingent upon attorney review of a formal contract, buyer to perform an engineer inspection, clear title, and as follows: no other contingencies.

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

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

Loyal Holdings, LLC
Purchaser

157 Main Dunstable Rd #102, Nashua, NH 03060
Purchaser Address

(603) 402-1446
Purchaser Phone

Christopher Swinarski
Purchaser Attorney

617-515-4184
Purchaser Attorney Phone

Seller

Seller

Seller Address

Seller Phone

Seller Attorney

Seller Attorney Phone

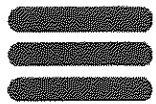


This document is not legally binding.
This document is made to facilitate the formal contract of sale to be prepared by an attorney.



Property Address:				
Buyer Name:		Tommy Bolduc		
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	After purchase if we close in august work would start in sept			
GUTTERS/DOWNSPOUTS				\$85,000
WINDOWS				
DOORS				
SIDING/TRIM/EXTERIOR PAINTING				
FOUNDATION				
STEPS, PORCHES, DECKS				For all
LANDSCAPING				Exterior work
OTHER:				
EXTERIOR REPAIR SUBTOTAL				
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	After purchase work is to start to receive CO			
REMEDIATION - LEAD AND/OR ASBESTOS				
HEATING SYSTEM (FURNACES)				
HOT WATER HEATERS				\$65,000
PLUMBING				
ELECTRIC				
BATH(S)				For all Interior work
KITCHEN(S)				
INSULATION/DRYWALL				
INTERIOR DOORS				
TRIM/INTERIOR PAINTING				
FLOORING				
OTHER:				
INTERIOR REPAIR SUBTOTAL				
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)			0.00	
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)				

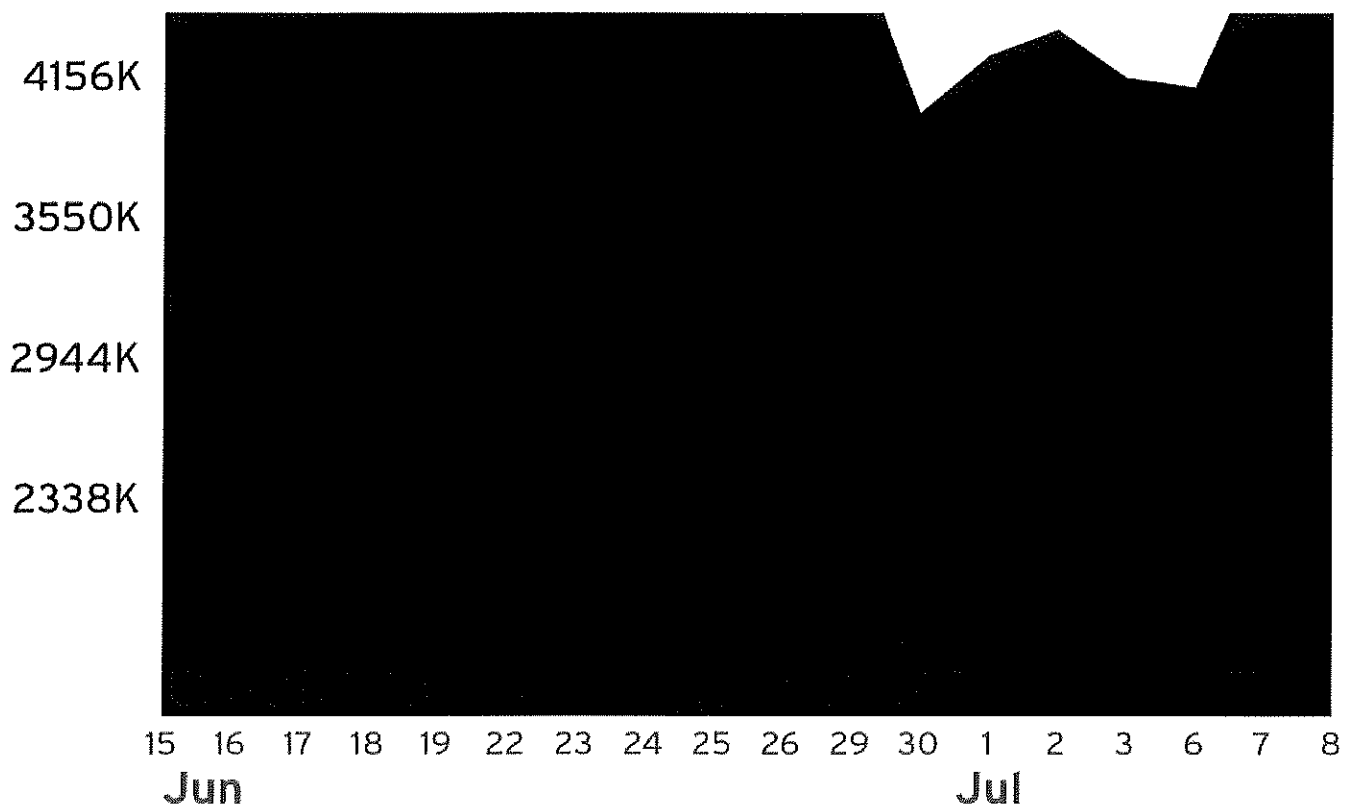
11:21



Enterprise Bank

Welcome
TOMMY BOLDUC

OPERATING ACCO... (*4517)



Current Available **\$4,391,716.86**

Current Ledger **\$4,530,861.60**

**Memo Available
Balance** **\$4,391,716.86**

Property Proposal Summary

Location: 25 Bridge Street

Tax Map Number: 44-4-3.2

Property Class: 484—Small Business Commercial Building

Zoning: RL—Residential Low Density; CDO—Commercial District Overlay

Description: Former Office, Showroom and Warehouse Building; Year Built 1960+/-; 4600sf; lot size: 50 x 100

Condition: Average/Fair

Assessed Value: \$192,500 (2020 Assessment)

Annual Taxes: \$ 10,814 +/-

List Selling Price: \$224,900

Date city acquired: August 2018

Offer Information:

Name: Tommy Bolduc; Optiline Enterprises, or an affiliate company/LLC

Offer Price: **\$224,900**

Construction Estimate: \$ 150,000 +/-

Proof of Financing: Enterprise Bank accounts.

Comments: This property was acquired by the City of Newburgh through an *In Rem* action in 2018. The property was used by Accu-Tile as a combination showroom, office and warehouse. There are still assorted granite, tile and marble off-sized pieces on the premises. The building has suffered some water damage.

The property was first listed for sale for \$224,900 by River Realty on 7/7/2020. The broker received two offers on the property: this offer from Optiline Enterprises; and another offer for \$210,000. No other offers have been received. Optiline Enterprises offered full price for the property and proposed a use that was consistent with the neighborhood's zoning. The company plans to use 25 Bridge Street as its NY Headquarters for its gypsum flooring division. They estimate employing 10-15 employees; 2 local employees already work for them. (A comparison summary of the two offers has been included separately in the Council's property packet.)





25 Bridge Street Photos



25 Bridge Street Offer Comparisons

25 Bridge St Potential Purchasers	Offer Price/Date Received (List Price: \$224,900)	Offer Contingencies	Financing	Repair Estimate	Proposed Use	Proposed Use Allowed by RM/CDO Zoning	Total Number of Employees	Net New Jobs for City of Newburgh	Salary Ranges	Total Local Hires
Metro Dyeing LLC	\$210,000 7/21/2020	Satisfactory Phase 1 Enviornmental Inspection Satisfactory Structural Inspection Clear Title Ability to use the property as dye company	Commercial Mortgage Loan from Wallkill Valley Federal	\$48,300	Develop dye colors for textile industry. Currently renting at 41A Wisner Ave. In business since 2012. Wants to move operation to 25 Bridge St	Industrial uses not permitted	4-5 employees, all Newburgh residents	Anticipate hiring 1 new employee this year	\$15 an hour/up to \$22.50 overtime	4-6
Optiline Enterprises (Loyal Holdings LLC)	\$224,900 7/21/2020	Attorney Review Engineer Inspection Clear Title	Cash - Wants to close as soon as possible	\$150,000	Use 25 Bridge St as NY Headquarters for its Gypsum Flooring Division, Optiline Gypsum. 20 Years in the business. Use building as an office and a warehouse.	Yes	10-15	10-13 - 2 local employees are already working for Optiline	\$30,000 - \$150,000, depending on position	10-15

Marketing and Offer History – 25 Bridge Street

- River Realty began listing the property on 7/7/2020. The initial list price was \$224,900.
- River Realty submitted two offers on 7/21/2020. Optiline Enterprises (Loyal Holdings LLC) full price offer of \$224,900 was the highest offer received. (The comparison of the two offers is listed on the spreadsheet included in the submission package.)
- There have been no other offers on this property.
- This offer is being presented to Council at the September 10, 2020 Work Session.

RESOLUTION NO.: 205 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 103 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 13)
AT PRIVATE SALE TO MICHELE BASCH AND DAVIDE BLANC
FOR THE AMOUNT OF \$85,000.00**

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 103 Washington Street, being more accurately described as Section 39, Block 3, Lot 13 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers 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 December 11, 2020, 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>
103 Washington Street	39 - 3 - 13	Michele Basch Davide Blanc	\$85,000.00

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

Terms and Conditions Sale

103 Washington Street, City of Newburgh

(SBL: 39-3-13)

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 **2020-2021**, 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 **2020-2021**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

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

Date: _____

Michele Basch

Davide Blanc

Proposal Form

Contact Information:

Name: Michelle Basch Davide Blanc
 Business Name (If Applicable): _____
 Address: 87 Broad St
 City, State & Zip: Newburgh, NY 12550
 Home phone: 917 207 4259
 Business Phone: 845 561 7240
 Mobile Phone: 917 207 4259
 E-mail: mbasch.basch@gmail.com
 Federal I.D. No. (If Applicable): _____

Property Ownership Information:

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

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

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

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): 42 Liberty St and 87 Broad St in Newburgh

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 7/28/2020

Do you have any outstanding code violations for properties owned in the City of Newburgh?
 Yes _____ (attach explanation) No x N/A _____ (No property owned in City of Newburgh)
☒ Verified (Internal Office Use Only); Date Verified 7/28/2020

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

6/11/2020
~~2/6/2020~~

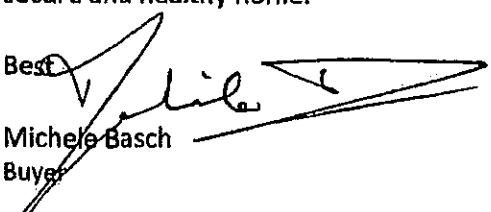
David Kohl
Economic Development Specialist
City of Newburgh
Planning & Development
123 Grand Street, 1st Floor
Newburgh, NY 12550
(845)-569-7387

Re: 103 Washington ST

Dear Sir:

I, Michele Basch and my son, Davide Blanc, are interested in purchasing the property at 103 Washington Street. Davide and his husband, Jeferson Nay deSouza, will live at the location. I will fund the purchase and repair of the property.
I am hopeful that this request for purchase will be approved and allow my son to live in a secure and healthy home.

Best


Michele Basch
Buyer

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: 103 Washington St,

S-B-L#: 331100-039.

39-3-13

Type of Project:

☒ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units)

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

For the property types listed above, will it be occupied by the purchaser: Yes ☒ No ☐

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ ~~30000~~ \$85,000 

(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: \$ 30000

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

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

General Contractor:

Architect:

Engineer:

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:

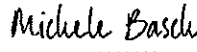
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

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 X

INFORMATION RELEASE:

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

DocuSigned by:

884E725F86A04C9...
Signature

Michele Basch

Print Name

2/6/2020

DocuSigned by:

4D64E8C038164ED...
Signature

Davide Blanc

Date

2/6/2020

Submit Application to:

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

Property Address:	103 Washington St.,		
Buyer Name:	Michele Basch	David Blanc	
REPAIR COST ESTIMATE AND SCHEDULE			
EXTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of Items x cost)	TOTAL COST (MATERIALS + LABOR)
ROOF			0.00
GLUTTERS/DOWNSPOUTS			0.00
WINDOWS			0.00
DOORS			0.00
SIDING/TRIM/EXTERIOR PAINTING			0.00
FOUNDATION			0.00
STEPS, PORCHES, DECKS		1000	2,000.00
LANDSCAPING		500	1,000.00
OTHER:			0.00
EXTERIOR REPAIR SUBTOTAL		1,500.00	3,000.00
INTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of Items x cost)	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION			0.00
REMEDIATION - LEAD AND/OR ASBESTOS			0.00
HEATING SYSTEM (FURNACES)		5000	10,000.00
HOT WATER HEATERS		800	2,000.00
PLUMBING		1000	2,000.00
ELECTRIC		1000	1,500.00
BATH(S)		1000	3,000.00
KITCHEN(S)		2000	4,000.00
INSULATION/DRYWALL		2000	3,000.00
INTERIOR DOORS			0.00
TRIM/INTERIOR PAINTING			0.00
FLOORING		1000	1,500.00
OTHER:			0.00
INTERIOR REPAIR SUBTOTAL		13,200.00	27,000.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.			0
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		.15	4,500.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY			34,500.00



Account Number: **[REDACTED]**

Statement Period : June 1, 2020 - June 30, 2020

Account Type: INDIVIDUAL

Customer Update:

Invest on the go.
With the E*TRADE Mobile app, you have everything you need in the palm of your hand—investing, trading, research, easy-to-use tools, and more. Visit etrade.com/mobile to learn more.

PORTFOLIO OVERVIEW

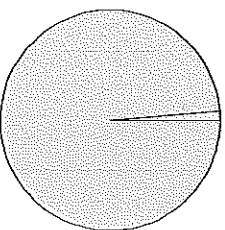
Last Statement Date : May 31, 2020

Securities and Cash Value	Vested Employee Stock Plan Value	Total Net Portfolio Value
Beginning Portfolio Value (On 05/31/20):	..	\$110,395.61
Ending Portfolio Value (On 06/30/20):	..	\$111,524.27
Net Change:	..	\$1,128.66

For current rates, please visit etrade.com/rates

PORTFOLIO ALLOCATION (AS OF 06/30/20)

1.45% - Cash & Equivalents



PORTFOLIO VALUE SUMMARY

98.55% - Stocks, Options & ETF (Long)

	AS OF 06/30/20	AS OF 05/31/20	% CHANGE
Cash & Equivalents	1,617.72	1,822.71	-11.25%
Cash Holdings/Margin Debt	1,617.72	1,822.71	-11.25%
Stocks, Options & ETF (Long)	109,906.55	108,572.90	1.23%
Market Value of Securities	109,906.55	108,572.90	1.23%
Net Portfolio Value	111,524.27	110,395.61	1.02%

Vested Employee Stock Plan Value is an estimate based on information provided by your company, for which E*TRADE Securities is not responsible. This value is displayed here solely as a service to you, does not represent assets held in your brokerage account, and is not protected by SIPC. Note that the percentage allocation of long securities and cash holdings would be greater than what is shown above if Vested Employee Stock Plan Value was not included.

Securities products and services offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep Deposit Account is a bank deposit account with E*TRADE Bank, a Federal savings bank. Member FDIC. Sweep Deposit Accounts at each bank are FDIC-insured up to a maximum of \$250,000. Securities products and cash balances other than Sweep Deposit Accounts are not FDIC-insured, are not guaranteed deposits or obligations of E*TRADE Bank, and are subject to investment risk, including possible loss of the principal invested.



KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Business Banking Statement
June 30, 2020
page 1 of 2

[REDACTED]

T 961 00000 R EM T1

BASCH LLC
87 BROAD ST
NEWBURGH NY 12550-3512

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

Enroll in Online Banking today at Key.com.
Access your available accounts, transfer funds and view your transactions right from your PC.

Key Business Reward Checking [REDACTED]
BASCH LLC

Beginning balance 5-31-20	\$25,991.70
Ending balance 6-30-20	\$25,991.70

River|Realty

Services, Inc.

Kerly Scialpi
845.597.4817 direct
845.564.2800 x117 office | 845.564.0700 fax
E-mail: Kscialpi@riverrealty.com

PURCHASE AGREEMENT

Date: 6/2/2020

Michele Basch & Davide Blanc

I (We) _____ propose to purchase 103 Washington St, Newburgh, NY 12550
by City of Newburgh owned _____

Terms of the offer as follows:

Purchase Price:

Seller Concession (if applicable)

Amount due on contract signing:

Mortgage Down Payment (LTV _____ %):

Amount due at closing:

Contracts to be signed on or about:

\$80,000 "Cash as is"

-0-

\$8,000

n/a

\$77,000

ASAP

Closing to be (_____ on or about) or (☒ on or before): 3/6/2020

Personal Property included in sale: AS PER LISTING

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

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

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with _____ is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ 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:

Purchaser _____

Seller _____

Purchaser _____

Seller _____

Purchaser Address _____

Seller Address _____

Purchaser Phone _____

Seller Phone _____

Nidya Barham

Purchaser Attorney

845 784-1778 / nydlaw@aol.com

Purchaser Attorney Phone / E-mail

Seller Attorney

Seller Attorney Phone / E-mail:

Agent Name: K Scialpi of River Realty Services, Inc.

Phone: _____ Fax: _____

Email: _____

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



Cross Property Agent Full w Tabs

Listing



MLS#: **5118277** **Active** List Price: **\$159,900**
 Addr: **103 Washington Street**
 PO: **Newburgh** **Orange County**
 City/Town: **Newburgh City** Zip: **12550-5537**
 Village: **None** Hamlet/Loc.:
 Street Type: Avail 4/Lease: **No**

P Type: **Single Family** Type: **Attached**
 Sub/Devel: 55+ Comm: **No**
 Beds: **2** SqFt: **1,364** Acre(s): **0.0574**
 Baths: **2 (1 1)** Rooms: **7** Levels: **2.00**
 Style: **Two Story** Model:
 Wtr Access: PUD: Builders Lot #:

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

Recent: **01/03/2020 : PRC DECR : \$189,900->\$159,900**
 Basement: **Unfinished**

Addl Fees: **No**
 Addl Fee Des:

Attic: **Unfinished, Walkup** Fireplaces:
 Yr Blt: **1900/Estimated** Yr Reno:
 Cnstrctn: **Frame**

Tax ID#: **331100.039.000-0003-013.000/0000**
 Taxes Include:
 Avail Financing:

Tax: **\$2,537** Tax Year: **2019(Municipality)**
 Assmt: **\$51,100** Monthly HOA:
 HOA\$ Inc:

Amenities: **Close to Bus, Close to Park, Close to School, Close to Shops, Hardwood Floors As Seen**

Includes:

Excludes:

Parking:

Heat Zones/Type: **Street Parking**

A/C: **Base Board**

Hot Water: **None**

Garbage: **Gas Stand Alone**

Lot Description: **Public**

Level

Elec Co:

Fuel:

Water: **Natural Gas**

Sewer: **Municipal**

Siding:

Public Remarks

Sought after brick home in prime location in Newburgh's Historic District just steps from the cafes and restaurants on Liberty Street and Washington Headquarters. Also, walk to Downing Park, SUNY Orange, Mount Saint Mary's College, waterfront restaurants, Ferry to the Metro North station and more! Join in Newburgh's renaissance! City of Newburgh owned property. Property is only available to owner occupant purchasers at this time. All offers subject to final approval by City Council. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

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

Show Instr: **Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_new**

Access for Show: **Combo Lockbox**

Directions: **SOUTH ROBINSON AVENUE TO RIGHT ON WASHINGTON STREET, HOUSE IS ON THE RIGHT**

Appt Ph: **City Of Newburgh**
 Owner: **(28180) Brian T. Smith**
 LA: **bsmith@riverrealty.com**
 LA Email: **[\(RIVMNG\) River Realty Services, Inc.](mailto:(RIVMNG)RiverRealtyServices,Inc.)**
 LO: **[\(37432\) Lee A Raphael](mailto:(37432)LeeARaphael)**
 CLA: **lraphael@riverrealty.com**
 CLA Email: **[\(RIVMNG\) River Realty Services, Inc.](mailto:(RIVMNG)RiverRealtyServices,Inc.)**
 CLO: **0%** BA: **2.5%**
 SA:

Appt Ph 2:
 REO: **No**
 LA Ph: **(845) 486-1100**
 LO Ph: **(845) 564-2800**
 CLA Ph: **(845) 564-2800**
 CLO Ph: **(845) 564-2800**
 BRA: **0%**

DOM: **59**
 Org Price: **\$189,900**
 Mod/Excl: **NONE**
 List Dt: **11/05/2019**
 Expire Dt: **05/04/2020**
 Agr Type: **ERS**
 Neg Thru: **Listing Agent**
 \$/SqFt: **\$117.23**
 TOM Dt:
 OM Date:

Prepared By: Donna Challacombe

Date Printed: 01/03/2020

Property Proposal Summary

Location: 103 Washington Street (south side, between Liberty and Federal Streets)

Tax Map Number: 39-3-13

Property Class: 210—One Family Residential

Zoning: DN—Downtown; EEHD—East End Historic District

Description: Single family home—Year built: 1865+/-; 1364sf; 2 bedrooms, 1 1/2 baths; lot size: 25 x 100

Condition: Average/Fair

Assessed Value: \$ 97,400

Annual Taxes: \$ 4,661+/-

Selling Price: \$159,900

The city acquired this property: August 2019

Offer Information:

Name: Michele Basch and Davide Blanc

Offer Price: **\$ 85,000**

Renovation Estimate: \$ 30,000 +/-

Proof of Financing: E-Trade Account; Key Bank Account

Comments: The Council approved the sale of this property on February 24, 2020 for Deearah R. Wright and Stephen T. Wiley for the amount of \$159,900. The property has been listed by River Realty since 11/5/2019. It was originally listed at \$189,900; the price was reduced to \$159,900 on 1/3/2020. The Wileys withdrew their offer to purchase the property in June 2020 due to some appraisal/financing issues.

There were two other owner-occupant offers on the property. The next highest offer was from Michele Basch—resident and business owner in the City of Newburgh, and her son Davide Blanc. Her son will occupy the property with his husband, and Ms. Basch will provide the financing for the purchase and renovation. 103 Washington Street is an ideal location Ms. Basch and Mr. Blanc because it is only a few doors down from the The Wherehouse, a business owned and run by Ms. Basch and her husband.

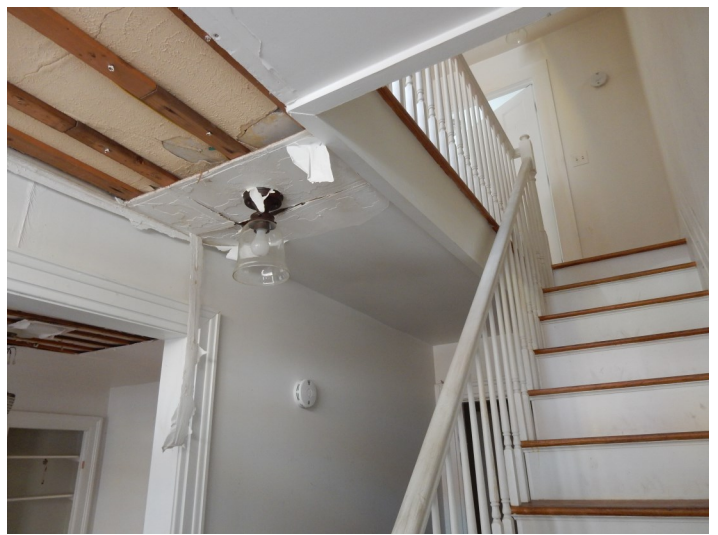
(The next highest and best offer was for \$82,000 and was relying on a SONYMA NRP renovation loan that, according to the real estate broker, entailed a long and complicated process that, if successful, could take 4-6 months to close.)

The house needs repair: it suffered significant water damage (not readily apparent in the photos) when pipes burst during a winter cold-spell a couple of years ago.





Interior Photos



Marketing and Offer History – 103 Washington Street

- River Realty began listing the property on 11/5/2019. The initial list price was \$189,900.
- The first offer of \$55,000 was received on 12/27/2019. The offer was rejected by the Department of Planning and Development for being significantly below the list price and broker's estimated value.
- River Realty reduced the price on 1/3/2020 due to little activity and no additional offers.
- River Realty received three offers from owner-occupant purchasers in the beginning of February. All three purchasers were advised to submit their highest and best offers. DeeArah and Stephen Wiley submitted the highest offer at \$159,900.
- The Wileys offer was presented at the City Council Work Session on 2/20/2020 and approved at the City Council Meeting on 2/24/2020.
- On 6/2/2020, the Wiley's attorney communicated with our Corporation Counsel's Office that the Wileys were no longer interested in purchasing the property. Their offer was withdrawn.
- River Realty reached to the second highest bidder - Ms. Basch and Mr. Blanc – to go forward with the purchase.
- The \$85,000 offer from Ms. Basch and Mr. Blanc is being presented at the September 10, 2020 City Council Work Session.

RESOLUTION NO.: 206 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 162 SOUTH STREET (SECTION 11, BLOCK 3, LOT 21) AND 187 LANDER STREET
(SECTION 11, BLOCK 3, LOT 26) AT PRIVATE SALE TO NICOLE CHUNG
FOR THE AMOUNT OF \$50,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York; and

WHEREAS, pursuant to Section 13-2 of the City Code of the City of Newburgh, the City may sell any real property at private sale; and

WHEREAS, the City of Newburgh desires to sell 162 South Street and 187 Lander Street, being more accurately described as Section 11, Block 3, Lot 21 and Section 11, Block 3, Lot 26, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following properties to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 11, 2020, 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>
162 South Street	11 - 3 - 21	Nicole Chung	\$50,000.00
187 Lander Street	11 - 3 - 26	Nicole Chung	(combined)

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

Terms and Conditions Sale

162 South Street, City of Newburgh (SBL: 11-3-21)

187 Lander Street, City of Newburgh (SBL: 11-3-26)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Section 612 of the Real Property Actions and Proceedings Law of the State of New York.
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 2020-2021, 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 2020-2021, 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. The deeds shall also require the purchaser to merge the properties with into one (1) tax lot within eighteen (18) months of the conveyance. 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 properties are 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 properties, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment

rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office. The City shall reserve an easement in its favor of a known 8-inch sewer line that runs east-west across the subject property and is located generally 10 feet as measured from the rear of the existing building.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Closing on the properties shall take place simultaneously.

ACKNOWLEDGED AND AGREED

Date: _____

NICOLE CHUNG

RECEIVED
7/8/2020

Proposal Form

Contact Information:

Name: Nicole Chung
Business Name (If Applicable): Oak Sun LLC
Address: 158 Grand Street
City, State & Zip: Newburgh NY 12550
Home phone: 845.554.9448
Business Phone: _____
Mobile Phone: _____
E-mail: nicole.oaksum@gmail.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

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

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes _____ (attach explanation) No ☒ N/A _____ (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 _____ (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.): 158 Grand Street

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

Yes _____ No ☒ (attach explanation) N/A _____ (No property owned in City of Newburgh)

☒ Verified (Internal Office Use Only); Date Verified 7/7/2020

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

Yes _____ (attach explanation) No ☒ N/A _____ (No property owned in City of Newburgh)

☒ Verified (Internal Office Use Only); Date Verified 7/7/2020

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

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 162 SOUTH ST & 187 LANDOR ST

S-B-L#: 11-3-21 / 11-3-26

Type of Project:

☐ Single Family (includes a condominium unit)

☒ Multi-Family (# of Units 4)

☐ 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: \$ 50,000

(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: \$250k ~ \$300k

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

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

General Contractor: TBD

Architect: 7

Engineer: 7

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.	158 Grand Street Several residential in NYC Area.	Various commercial bldgs in NYC Area.
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner	Project Manager
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Renovation	Renovation New bldg.
Property Type: (i.e. single-family, multi-family rental or commercial.)	Single Family Multi Family	Commercial
Number of Buildings in Project	5	Approx. 30 plus
Total Number of Residential Units in Project/Building	1 ~ 3	None
If commercial, total square footage of project		2,000 sq ~ 30,000 sq
Total Estimated Development/Rehabilitation Costs	\$50,000 ~ \$250k	\$2M ~ \$45M
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Completed	Completed
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		PANYNJ SCA (School Construction Authority) MTA

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

What You Should Attach:

- Business Relationship:**

INFORMATION RELEASE:

Page 8

Renovation Plan

Property Address: 162 South Street
Type of project : Multi Family (4 Units)
Purchaser's Name: Oak Sun LLC (Nicole Chung)

PRELIMINARY PLAN

Generate Construction Documents for government funding approvals.
Submit application/plan to State, Federal Government and local Architectural Review Commission for approvals.
Submit Building Code Dept for permit approvals.

CONSTRUCTION PHASE

Exterior Scope:

Roof: Replace flat roof and repair slate mansard roof.
Window: Repair/install new windows, where required.
Doors: Repair/install new doors, where required.
Insulation: Provide new insulation for ceiling and wall.
Brick: Restore/repair chimney, replace any missing bricks and pointing, repair area where shows vertical cracked brick/mortars, repair window lintels, etc.
Stone: repair steps to Basement.
Retaining wall: repair retaining wall to Basement.
Carpentry: Provide and install window trim, balcony, stairs.
Fence: new perimeter fence, if budget allowed.

Interior Scope:

Lead /ACM abatement

Demolition as per approved plan.

Structural:

Install additional/replace any structural damaged studs, roof rafter, floor joist, wall framing where it is necessary throughout.

Foundation: excavate ground to reinforced foundation wall.

Concrete:

Provide and install concrete slab in Basement.

Electrical

Add new light fixtures and outlets throughout

Add new meters / subpanel for each apartment

Add smoke/fire alarm throughout.

Add 200 amp from street to Main panel.

Plumbing:

Add new gas meter for each apartment

Add new heating system for each apartment

Add new plumbing system for Kitchen and Bathroom in each apartment

Add new water line, drain line, gas line.

Carpentry:

Add new Kitchen cabinets and bathroom cabinet, where required.

Install Bathroom and Kitchen accessories.

Repair/new doors, window, balcony

Install trims.

Install new flooring

Install gyp board throughout

Finishes:

Tile in Kitchen and Bathroom

Wood/vinyl/ engineering flooring

Paint throughout

Boiler Room:

Install boiler, hot water tank, main electrical panel, incoming gas service.

Each Apartment will consist of:

1 Bedroom

Kitchen

Laundry

Bathroom

Living Room

Closet/Storage

REPAIR COST ESTIMATE AND SCHEDULE

EXTERIOR

ESTIMATED START DATE (I.E., AUGUST 2020)

TOTAL COST (MATERIALS + LABOR)

ROOF

GUTTERS/DOWNSPOUTS

WINDOWS

EXTERIOR DOORS

SIDING/TRIM/EXTERIOR PAINTING

FOUNDATION WORK

STEPS, PORCHES, DECKS

LANDSCAPING

OTHER:

EXTERIOR REPAIR SUBTOTAL

INTERIOR

CLEAN-OUT, INTERIOR DEMOLITION

REMEDIATION - LEAD AND/OR ASBESTOS

HEATING SYSTEM (FURNACES OR OTHER UNITS)

HOT WATER HEATERS

PLUMBING - include installation of a sprinkler system for major renovations of 3- or more story buildings

ELECTRIC

BATH(S) - Fixtures, cabinets, etc.

KITCHEN(S) - Fixtures, cabinets, etc.

INSULATION/DRYWALL

INTERIOR DOORS

TRIM/INTERIOR PAINTING

FLOORING

OTHER (Sidewalk Repair, etc.)

INTERIOR REPAIR SUBTOTAL

SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.

CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)

TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)

Included in interior trim/painting

carpentry, labor, etc.

ESTIMATED START DATE (I.E., AUGUST 2020)

TOTAL COST (MATERIALS + LABOR)

Sub Total

Heating/Hot water

Carpentry

Drywall

Sub Total

Total \$ 289,200



June 22, 2020

Nicole Chung
158 Grand St
Newburgh NY 12550

Dear Nicole,

Congratulations! Thank you for choosing **TEG Federal Credit Union** to provide you with financing for a new home. Your request for a mortgage has been **Pre-Approval** based on the following *estimated* terms:

Loan Type:	Conventional Rehab
Sales Price:	\$ 400,000
Contract Price:	\$ 400,000
Seller Concession:	\$ 0000
Down Paymen	\$ 20,000
1 st Loan Amount:	\$ 380,000

Estimated Cash to Close: \$34,800

This does not include the cost of your attorney, oil/water or tax reimbursements as may be required.

This pre-approval letter has been issued using the information you provided on your application and the credit information we obtained with your permission. By providing documentation of your income and assets we will issue a **Mortgage Loan Offer and Approval** subject to such items as a Purchase Contract, Appraisal, Title and Home Owners Insurance. In addition, we may request further documentation as needed or required.

Please note that this approval letter is valid for sixty (60) days.

We look forward to providing you with home financing. If you have any questions, please feel free to contact us.

Scott McNally
Mortgage Officer
TEG Federal Credit Union
140 Crystal Run Rd. Middletown, NY 10941
Phone: (845)452-7323 ext 1904
Cell: (845)728-4419



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

April 09, 2020 through May 08, 2020

Account Number: [REDACTED]

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
Service Center: **1-800-935-9935**
Deaf and Hard of Hearing: **1-800-242-7383**
Para Espanol: **1-877-312-4273**
International Calls: **1-713-262-1679**

01059155 DRE 802 149 13020 NNNNNNNNNN T 1 000000000 06 0000

NICOLE O CHUNG
158 GRAND ST APT 1
NEWBURGH NY 12550-4617



COVID 19 Update: We're here for you

We urge you to use the Chase Mobile^{®1} app and chase.com to do your everyday banking anytime, like checking on transactions and making payments. You can also use the Chase Mobile app to deposit checks.

We've temporarily adjusted phone and branch service hours and closed some locations. To find open branches, updated hours, nearby ATMs and for details on how to access your safe deposit box, go to the Chase Mobile app and chase.com/branch.

See ways we can help at chase.com/StayConnected.

¹ Chase Mobile[®] app is available for select mobile devices. Enroll in Chase OnlineSM or on the Chase Mobile app. Message and data rates may apply.

We want to remind you about the overdraft service options that are available for your personal checking account(s)

We've included information on the last page of this statement to remind you about our overdraft services and associated fees. You can find more information about these services and ways to avoid overdraft fees at chase.com/overdraft-services.

If you have questions, please call us at the number on your statement. We accept operator relay calls.

CHECKING SUMMARY

Chase Checking

	AMOUNT
Beginning Balance	\$1,828.60
Deposits and Additions	195,300.64
Electronic Withdrawals	-35.00
Fees	-15.00
Ending Balance	\$197,079.24

Property Proposal Summary

Location: 162 South Street (corner lot on northeast side between Chambers and Lander Streets) & 187 Lander Street

Tax Map Number: 11-3-21; 11-3-26

Property Class: 351 – Residential Shell Building

Zoning: RM— Residential Medium Density; CDO—Commercial District Overlay; EEHD—East End Historic District

Description: 3-story detached building with garage Year built: 1865; 2040sf ; lot size—22 x 90 (162 South); 9 x 32 (187 Lander) .

Condition: Poor

Assessed Value: \$ 60,000 (162 South); \$6,000 (187 Lander)

Estimated Annual Taxes: \$ 3,158+/- (both parcels)

Selling Price: \$ 60,000

The city acquired this property: September 2019 (162 South); July 2020 (187 Lander)

Offer Information:

Name: Nicole Chung

Offer Price: \$ 50,000

Construction Estimate: \$ 300,000 +/-

Proof of Financing: Chase account; TEG Federal Credit Union Rehab Loan (pre-approval).

Comments: The City of Newburgh originally acquired this building in 2010 through an *In Rem* action. It was sold at auction in November of 2012. The City reacquired this property in September of 2019 because the owner had done little work on the property during the past seven years. The City has only recently reacquired 187 Lander Street. It is the 1-car portion of the detached 2-car garage. It was also sold at auction in 2012 to the same owner as 162 South Street.

Ms. Chung is a owner/resident of the City of Newburgh since 2002. Once this building is renovated, she is considering downsizing and living in one of the apartments. The building needs extensive repairs.

Ms. Chung has inspected the building with an engineer. She has funds and financing amounts above the repair estimate amount to complete the restoration.

This building has been listed for sale on the City of Newburgh's website. There have been no other complete offers received for this building at this time.





Additional Photos



Marketing and Offer History – 162 South Street and 187 Lander Street

- Department of Planning and Development offered the property for sale in the fall of 2019. The list price was \$60,000 – the 2020 assessed value of 162 Street. (The property is in poor condition and not suitable to be marketed through the broker.)
- Ms. Chung submitted a completed offer for \$50,000 on 7/8/2020.
- The City of Newburgh did not obtain ownership of 187 Lander Street – the 9' x 32' parcel to be combined with 162 South Street - until late July 2020.
- There have been no other completed offers received.
- This offer is being presented to Council at the September 10, 2020 Work Session.

RESOLUTION NO.: 207 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 96 CARTER STREET (SECTION 22, BLOCK 1, LOT 37) AT PRIVATE SALE
TO LAVETTE M. CARTER AND SANDRA ADAMS FOR THE AMOUNT OF \$14,300.00**

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 96 Carter Street, being more accurately described as Section 22, Block 1, Lot 37 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 11, 2020, 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>
96 Carter Street	22 - 1 - 37	Lavette M. Carter Sandra Adams	\$14,300.00

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

Terms and Conditions Sale

96 Carter Street, City of Newburgh

(SBL: 22-1-37)

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 **2020-2021**, 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 **2020-2021**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

ACKNOWLEDGED AND AGREED

Date: _____

Date: _____

LAVETTE M. CARTER

SANDRA ADAMS

Proposal Form

Contact Information:

Name: LAVETTE M. CARTER / Sandra Adams
Business Name (If Applicable): _____
Address: 4120 Hutchinson River Pkwy E. Apt. 18F
City, State & Zip: BRONX, New York 10475
Home phone: 347-602-8182
Business Phone: _____
Mobile Phone: 914-318-7024
E-mail: S1946Adams@gmail.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

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

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ___ N/A ☒ (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 ☒ (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: _____

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

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

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

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 96 CARTER STREET

S-B-L#: 22-1-37

Type of Project:

☒ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units)

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

For the property types listed above, will it be occupied by the purchaser: Yes ☒ No ☐

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 14,300

(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: \$ 70,000

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

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

General Contractor: Machado General Construction
Architect: Berg + Moss
Engineer:

Finances:

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

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

What You Should Attach:

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

Business Relationship:

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

INFORMATION RELEASE:

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

Signature Sandra Adams

Date 8/2/2020

Print Name Sandra Adams

Submit Application to:

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

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.)

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☐ Letter from Lender/Investor
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INFORMATION RELEASE:

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

Signature

LAVETTE M. CARTER
Print Name

Date

8/2/2020

Submit Application to:

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

Main Customer Number: *****2282
Statement Date: 06/30/20
Items Enclosed: 0
Page: 1
Cycle: 1

SANDRA ADAMS
4120 HUTCHISON RIVER PKWY E APT 18F
BRONX NY 10475

Customer Service Information

 Customer Care: 845-341-5000
TellerPhone: 845-341-5100
888-341-5100
 Lost or Stolen Card: 800-528-2273
 Website: www.orangebanktrust.com
 e-mail: support@orangebanktrust.com

Important Message

MOBILE CHECK DEPOSIT - DEPOSIT CHECKS INTO YOUR ACCOUNT USING OUR MOBILE APP.

BUSINESS CHECKING

Account Number: *****2282

Balance Summary

Beginning Balance as of 06/10/20	\$0.00
+ Deposits and Credits (3)	\$92,748.49
- Withdrawals and Debits (0)	\$0.00
Ending Balance as of 06/30/20	\$92,748.49
Service Charges for Period	\$0.00
Number of Days in Statement Period	20
Items Enclosed	0

Transaction Detail

Date	Description	Deposits	Withdrawals	Balance
Jun 10	BEGINNING BALANCE			\$0.00
Jun 11	AC-TA FINANCIAL LF -PREMIUMSANDRA ADAMS IRREVOCAB	\$71,432.41		\$71,432.41
Jun 24	DEPOSIT	\$21,287.82		\$92,720.23
Jun 26	DEPOSIT	\$28.26		\$92,748.49
Jun 30	ENDING BALANCE			\$92,748.49



Member
FDIC



P.O. BOX 3205, NEW YORK, NY 10007-3205
(212) (833-4000 OR (800) 323-6713 OUTSIDE THE
STATE OF NEW YORK

Account Number:
Statement Period:

06/01/20 - 06/30/20

MS SANDRA ADAMS

4120 HUTCHINSON RIVER PKWY E APT 18F
BRONX NY 10475-5438



Your Account Summary

Deposits		Balance
Primary Share	\$	38,308.39
Checking	\$	2,662.19
Share Certificates	\$	24,254.81
TOTAL DEPOSITS	\$	65,225.39
Loans		Balance
TOTAL LOANS	\$	0.00



MCU News & Promotions

MCU BillPay



Features & Benefits

- Available in **NYMCU Online** and **Mobile Banking**
- Easily make online payments to virtually any creditor

- No Fees
- Set up payees list
- Receive BillPay alerts
- Schedule one-time and/or recurring payments



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PRIVACY NOTICE

Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at www.nymcu.org/privacy or we will mail you a free copy upon request if you call us at 212-693-4900.

PRIMARY SHARE

S 01

Date	Transaction	Withdrawals	Deposits	Balance
Jun 01	Previous Balance			46,785.53
Jun 01	Withdrawal - Online Transfer To Share 02	-5,000.00		41,785.53
Jun 02	Deposit - ACH - SSA TREAS 310 TYPE: XXSOC SEC ID: 9031736026 CO: SSA TREAS 310		794.00	42,579.53
Jun 06	Withdrawal - ATM - #636701 7ELEVEN-FC 1 S PENNSYLVANIA AVE MORRISVILLE PA	-200.00		42,379.53
Jun 09	Withdrawal - Online Transfer To Share 02	-1,000.00		41,379.53
Jun 15	Withdrawal - ACH - CFG/CML	-45.61		41,333.92



Printed on: 2020-08-03 09:52:39

Account Details

Day-to-Day Savings-9828

Available Now

\$6,860.33

On Deposit

\$6,860.33

Information for New York

This activity occurred after the close of the last business day.

Transaction History

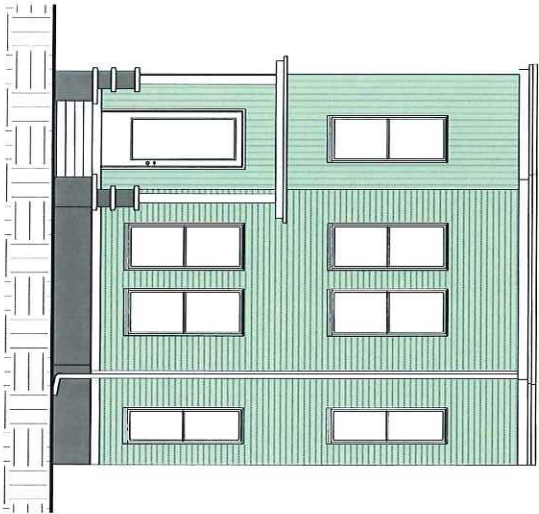
- PERIOD Last 7 Days
- FILTER Credits

Results for: Jul 28, 2020 to Aug 3, 2020

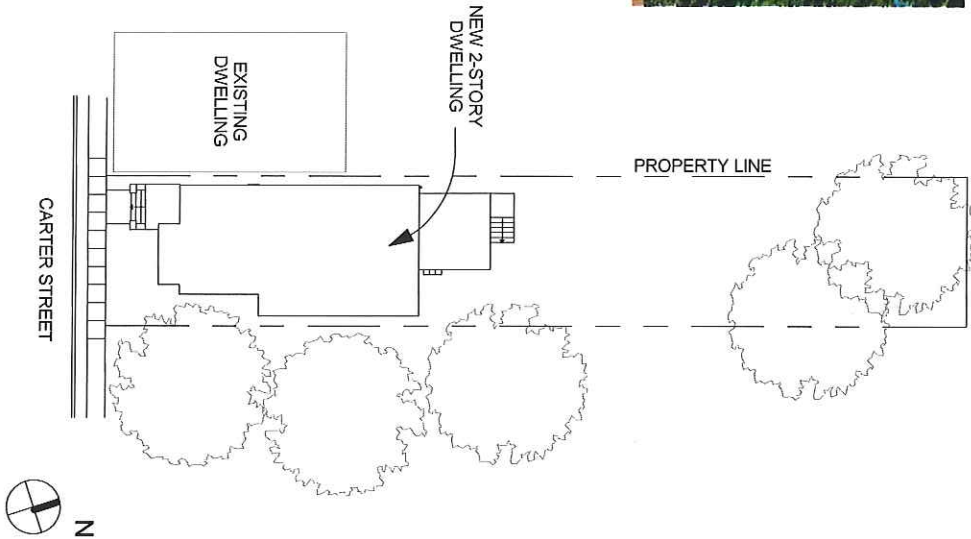
Date	Description	Debit	Credit
Jul 29, 2020	Deposit 01:15p #8717 Teller		\$7,000.00

Project Description:

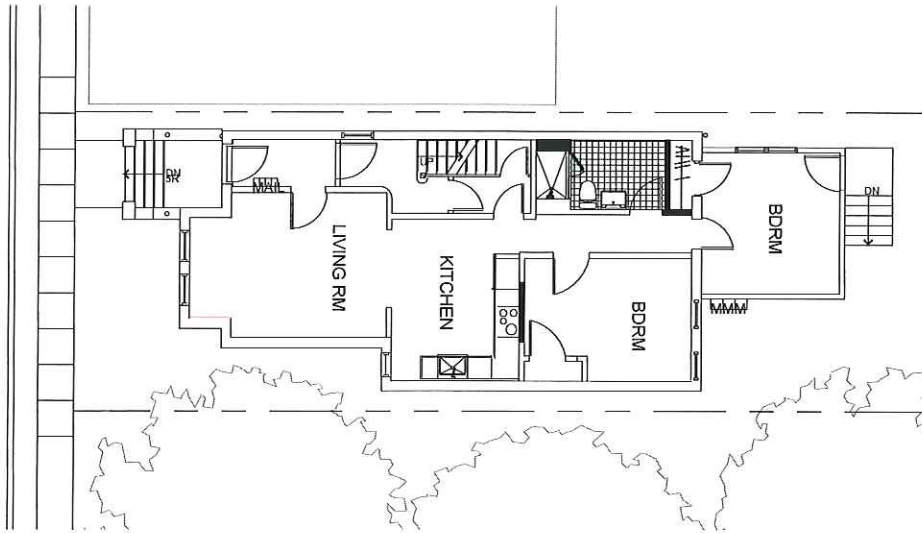
New two-story two-family dwelling to be constructed in place of existing building.



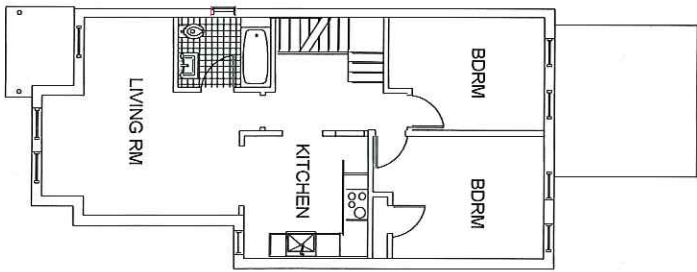
Proposed Street Elevation



Site Plan



First Floor Plan



Second Floor Plan



96 Carter Street
Newburgh, New York 12550

Berg+Moss Architects 473 Main Street
Beacon, New York 12508

T: 845.831.1318
E: info@bergmoss.com
www.bergmoss.com



MACHADO GENERAL CONSTRUCTION

OWNER INFORMATION

Name: Lavette M Carter
Address: 96 Carter St
City, State, ZIP: Newburg NY
Phone:
Email:

Project name: Build two family house

CONTRACTOR INFORMATION

Company: Machado General Construction
Name: Douglas Machado
Address: 120 Woodside avenue
City, State, ZIP: West Harrison NY 10604
Phone: 914-290-2723
Email: machadoconstruction@aol.com
Completion date: 08/03/2020

SCOPE OF WORK

Demolition; demo the house, foundation,
Dump to remove all debris.

Foundation;
Dig the ground for new foundation
Build a new foundation

Frame the house frame first the floor, frame the second floor, frame the roof.
Install plywood at roof, plywood exterior walls, plywood the floor $\frac{3}{4}$ plywood
Finish face board, finish soft, finish the trim around the window
Install new window, install exterior doors,
Finish the siding at exterior at the house
Insulation exterior walls, and arctic ceiling, insulation the first floor
Install sheet rock tape three coat compound, install cement board shower bath walls,
Install all the doors, trims the doors, base molding,
install new kitchen cabinets
install bath vanity, all fixtures.
Install tile at bathrooms, showers walls, floors, grout
Install all fixtures at bathrooms.

Paint
Primer the walls, prepare the rims,
Paint the walls, ceiling, trims, doors, base molding

Wood floors
Install new 2 $\frac{1}{4}$ red wood oak

Sand applied three coats finish

Roof

Install new asphalt shingle at roof

Install new drip edge

Plumbers

Run new 4' pipe for bathrooms

Run new hot and cold waters for bathrooms, kitchens , laundry's,

Run lines for toilet, sink, showers

Run new lines for hot water tank,

Run gas line for stoves, boiler.

Connect all fixtures.

Electric

Install new panel

New outside services, new post

Run new wires lines for first floor, second floor,

Run new lines for machines at boiler room.

Run new lines for kitchens fixtures

Run new lines for bathrooms

New GFCI at kitchens, bathrooms.

Install switches, outlets,

Install hard wire smokers detector at bedrooms, first floor, boiler room

Total payment due _____ \$ 71.000.00

Contractor supplied;

Materials for foundation, materials for frame, plywood, doors, wood floors, insulation, sheet rock, cement board, paint

Plumber materials, for rough the house, electric materials,

Home owners supplied:

Kitchens, tile, bath tub, appliances, light fixtures, bathrooms fixtures,

Abs; Any alteration or deviation from the Scope of Work involving a change in the scope of work or any Additional costs will be executed only whit a written change order signed and date by both the company And owner.

PAYMENTS

40 % down payment

40% middle payment

20% last pat

NOT INCLUDED

**Company
Proposal**

We, Machado General Construction propose the above scope work for the amount \$

DATE

**OWNER
ACCEPTANCE**

I, Lavette M Carter accept the above scope of work, proposed for the amount \$

DATE

Purchase Proposal Summary

Location: 96 Carter Street
Tax Map Number: 22-1-37
Property Class: 210—One Family Residential
Zoning: RM—Medium Density Residential
Description: 2-story single family in poor condition; 840sf; lot size: 25 x 143
Condition: Poor
Assessed Value: \$14,300
Annual Taxes: \$ 350+/-
The city acquired this property: August 2010

Offer Information:

Name: Lavette M. Carter and Sondra Adams
Offer Price: **\$ 14,300**
Construction Estimate: \$ 70,000+/-
Funding Source: Orange Bank & Trust; Municipal Credit Union; CitiBank

Comments: The City has owned this property since 2010. With each passing year, the building deteriorates more and more. Recently, some more of the interior floors have collapsed . The building is in poor condition and is an eyesore in the neighborhood.

The purchasers plan to relocate from the Bronx to live in Newburgh. The buyers plan to demolish the building and construct a 2-family home: each buyer will have their own unit. The building will be fully owner occupied. Ms. Carter and Ms. Adams have already engaged a local architect to envision their new home, at least in a preliminary rendering.

The City has owned this property for ten years. This is first complete offer that the City has received to either renovate or demolish and rebuild a new building in its place.





Marketing and Offer History – 96 Carter Street

- Department of Planning and Development offered the property for sale for several years. The latest list price was \$14,300 – the 2020 assessed value. (The property is in poor condition and not suitable to be marketed through the broker.)
- Ms. Carter and Ms. Addams submitted a completed offer for \$14,300 on 8/3/2020
- There have been no other completed offers received.
- This offer is being presented to Council at the September 10, 2020 Work Session.

RESOLUTION NO.: 208 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH ORANGE-ULSTER BOCES
FOR THE STORAGE OF ARCHIVED MUNICIPAL RECORDS**

WHEREAS, by Resolution No. 271-2017 of September 25, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Orange-Ulster BOCES, at a cost of approximately \$3,000.00 for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, by Resolution No. 45-2019 of February 25, 2019 and by Resolution No. 170-2019 of July 8, 2019, the City Council authorized one year renewal agreements for the periods June 2018 to June 2019 and June 2019 to June 2020, respectively, with Orange-Ulster BOCES at a cost of \$306.00 per month for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, the City of Newburgh wishes to renew the agreement with Orange-Ulster BOCES for another year; and

WHEREAS, the cost for these services is approximately \$306.00 per month and shall be derived from A.1460.0448 Records Management—Other Services; and

WHEREAS, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a one year renewal agreement with Orange-Ulster BOCES for the period June 2020 through June 2021, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a cost of \$306.00 per month for pick-up, delivery, retrieval and storage of the City's archived municipal records.

Contract/Agreement Review ROUTING SHEET



Dept/Division Records Management Contact Person Catherine Sherlock

Description of Services/Agreement: Inactive Storage Room Contract-Newburgh City

☐ Contract reviewed by Director _____
Initials _____ Date _____

☐ Contract reviewed by respective Cabinet Member _____
Initials _____ Date _____

☐ Legal review recommended _____
Initials _____ Date _____

Notes to consider re: legal review _____

As Needed:

☐ Verification of Certificate of Insurance (COI) from contractor/vendor _____
Initials _____

☐ Expiration Date of COI _____
Date _____

For Business Office Use Only

As Needed:

☒ Contract Reviewed/Approved by Legal Counsel NA Lef 7.20.20
Attach correspondence/tracking revisions/proposal info Initials _____ Date _____

☒ Contract Reviewed/Approved by Insurance NA Lef 7.20.20
Attach correspondence/tracking revisions/proposal info Initials _____ Date _____

Contract approved and signed by: DS 7.20.20
Assistant Superintendent for Finance

ADMINISTRATION

William J. Hecht
District Superintendent/CEO

Deborah McBride Heppes
Assistant Superintendent for Finance

Theresa A. Reynolds
Assistant Superintendent for Instruction

Sharleen Depew
Clerk of the Board

**BOARD MEMBERS**

Eugenia S. Pavak, President
William M. Boss, Vice-President

Michael Bello
Lawrence E. Berger

Martha Bogart

David Eaton

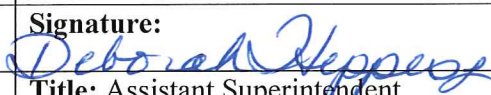
Edwin A. Estrada

**Orange-Ulster BOCES Letter of Agreement
2020-2021**

**Description of Service: Archival/Inactive Storage
Co-Ser: 643-7012-643.220**

Client: City of Newburgh	Orange-Ulster BOCES (OUB)
Contact/Title: David Kohl Economic Development Specialist	Contact/Title: Catherine Sherlock Information Processing Manager
Address/Telephone/E-mail: City Hall 83 Broadway Newburgh, NY 12550 dkohl@cityofnewburgh-ny.gov	Address/Telephone/E-mail: 4 Harriman Drive Goshen, NY 10924 845-781-4363 x 10746 Catherine.sherlock@ouboces.org

Orange-Ulster BOCES (OUB) will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Client will pay OUB for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions and Schedules.

Client:	OUB:
Print Name:	Print Name: Deborah Heppes
Signature:	Signature: 
Title:	Title: Assistant Superintendent for Finance
Signing Date:	Signing Date: 7.20.20

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement:

1. **Term.** The term of this Agreement shall commence on the date of Client's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that OUB continues to hold Deposits (which are defined as inactive paper records in labeled cubic foot boxes or transfiles) after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from OUB facility, except that OUB may adjust rates upon thirty (30) days' written notice.
2. **Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time by OUB upon thirty (30) days' written notice.
3. **Storage Volume.** Client acknowledges that the rates and charges on Schedule A have been offered by OUB on the basis of Client's agreement to maintain its storage levels with OUB at no less than eighty percent (80%) of the storage levels maintained by Client during the immediately preceding three (3) month period, excluding any Deposits destroyed by OUB at Client's request.
4. **Client Instructions.** Client warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with their Agreement. OUB will perform services pursuant to the reasonable direction of Client's agent(s) identified pursuant to OUB standards. Authority granted to any persons on standard authorization forms shall constitute Client's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone, or in writing (fax, email, or hard-copy). Client releases OUB from all losses, damages and liability by reason of the destruction of materials pursuant to Client's authorization.
5. **Operational Procedures.** Client shall comply with OUB reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Client will pay at OUB overtime rates, provided Client consents to such costs in advance.

6. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays, or other causes beyond its reasonable control.
7. **Governmental Orders.** OUB is authorized to comply with any subpoena or similar order related to the Deposits, at Client's expense, provided that OUB notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. OUB will cooperate with Client's efforts to quash or limit any subpoena, at Client's expense.
8. **Confidentiality.** "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules, and OUB processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. OUB shall not implement and maintain reasonable safeguards designed to protect Client's Confidential Information.
9. **Limitation of Liability.**
 - a. Liability for Loss or Damage to Deposits. OUB shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from OUB negligence. If liable, the amount of OUB liability is limited as provided on the first page hereof. Deposits are not insured by OUB against loss or damage, however caused. Client may insure Deposits through third-party insurers for any amount. Client shall cause its insurers of Deposits to waive any right of subrogation against OUB. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
 - b. Liability for Non-Storage Services. With respect to services not related to the storage of Deposits, OUB shall not be liable for any loss or default unless such loss or default is due to the negligence of OUB. If liable, the amount of OUB liability is limited as provided on the first page hereof. OUB shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of OUB.
 - c. No Consequential Damages. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for the loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

10. **ITAR/EAR Compliance.** Client represents that none of the Deposits stored by OUB pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Client's Deposits do contain such information, Client shall notify OUB of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.
11. **Non-Custodial Status.** Unless OUB shall have explicitly agreed in writing, OUB performance of services shall not cause OUB to be deemed a "custodian" of the records or "designee" of Client under state or federal law with respect to such records.
12. **Notice of Loss.** When Deposits have been lost, damaged, or destroyed, OUB shall, upon confirmation of the event, report the matter in writing to the Client.
13. **Client Default.** If Client fails to pay OUB charges (other than disputed charges) within sixty (60) days after the date of an invoice, OUB may suspend service. If Client fails to pay OUB charges (other than disputed charges) for six (6) months or longer, OUB may securely destroy Deposits, provided OUB shall have provided ninety (90) days' written notice to Client, Client shall pay OUB standard price for such secure destruction. A final notice will be sent to Client ten (10) days prior to secure destruction of the Deposits. OUB shall have other rights and remedies as may be provided by law. In the event OUB takes any actions pursuant to this Section, it shall have no liability to Client or anyone claiming by or through Client.
14. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within thirty (30) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s).
15. **Safe materials and Premises.** Client shall not store with OUB or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Client shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Client warrants that it shall only place paper-based materials in the shredding bins. Client shall reimburse OUB for damage to equipment or injury to personnel resulting from Client's breach of this warranty.
16. **Purchase Orders.** OUB will accept the P.O. in advance for yearly service.
17. **Miscellaneous.** Client will box documents in cubic foot cartons and label appropriately prior to being picked up by the OUB Records Management Specialists. The content index will be included with the prepared boxes for transportation. The Client will provide the labor for loading the documents into the transport vehicle.

Schedule A

Orange Ulster BOCES Cost for Standard Services

DESCRIPTION	COST
Climate Controlled Storage	\$ 3.00 per cubic foot carton per month
Verify Client Created Content List	\$ 0.00 (included in cubic foot storage cost)
OUB Records Management Specialist time for retrieval, refile, emailed documents per request	\$43.00 per hour (one hour minimum)
Client Approved Document Destruction (Shredding) with certificate provided to client	\$50.00 per bin (8 cubic feet per bin)

Orange-Ulster BOCES Cost for Premium Services

DESCRIPTION	COST
OUB Transit Time for pickup & delivery (from OUB and back to OUB)	\$43.00 per hour (one hour minimum)
Mileage - pickup and delivery from OUB back to OUB (Rate is IRS 2015 Standard Mileage Rate for Business)	\$.575 per mile (rate 2019)
Tolls if applicable	(current NY State Toll fee)
OUB Verification of Contents against Client Content List upon arrival at OUB and report back to client	\$43.00 per hour each OUB Records Management Specialist
OUB Packing and Indexing Contents	\$43.00 per hour each OUB Records Management Specialist

School District/Public Agency:

SERIES	DESCRIPTION	# OF CUBIC FEET @ \$3.00 per CF	RETENTION
Various City Records	Historical	102	Permanent
Total @ \$3.00 per CF		102 = \$306.00 per month	

RESOLUTION NO.: 209-2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO LAWRENCE D. SMITH TO THE PREMISES KNOWN AS
144 JOHNSTON STREET (SECTION 18, BLOCK 3, LOT 41)**

WHEREAS, on March 25, 2019, the City of Newburgh conveyed property located at 144 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 3, Lot 41, to Lawrence D. Smith; and

WHEREAS, Mr. Smith has requested a release of the restrictive covenants contained in said deed; 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 144 Johnston Street, Section 18, Block 3, Lot 41 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 March 25, 2019, from THE CITY OF NEWBURGH to LAWRENCE D. SMITH, recorded in the Orange County Clerk's Office on April 15, 2019, in Liber 14553 of Deeds at Page 854 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: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, 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.



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, Fire Chief/Building Inspector

DATE: August 24, 2020

SUBJECT: 144 Johnston Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 144 Johnston Street owned by Lawrence Smith, I conducted an inspection of the property on 8/21/2020 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record. There were no apparent Code violations noted during the 8/21/20 inspection.

Currently there are no open permits.

There is a valid Rental License issued on 6/18/20.

There is a valid Certificate of Occupancy on file from 6/19/2020 for a Two Family Dwelling.

Thank you.



dish

144

142

AR-04737
Special H Motors LLC

RESOLUTION NO.: 210 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH VINCENT CIANNI,
D/B/A VINCENT CIANNI PHOTOGRAPHY, TO ALLOW USE AND ACCESS TO
THE NEWBURGH CITY CLUB LOCATED AT
120 GRAND STREET (SECTION 24, BLOCK 2, LOT 17)
FOR THE NEWBURGH COMMUNITY PHOTO PROJECT**

WHEREAS, the Newburgh Community Photo Project (the “NCPP”) plans to produce a public art project on COVID-19 and Black Lives Matter based on the notion that photographing people from cities around the world and installing them as public art projects establishes an identity of the city and calls attention to issues that are relevant to that community; and

WHEREAS, the portraits will be displayed in highly visible buildings in all four wards of the City of Newburgh where the message can be vividly seen and can contribute in bringing awareness of social justice and global public health regardless of one’s beliefs or political perspectives; and

WHEREAS, the NCPP proposes a photo installation on the exterior of the City Club located at 120 Grand Street, more accurately described as Section 24, Block 2, Lot 17 on the official Tax Map of the City of Newburgh; and

WHEREAS, the proposed art installation requires a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Vincent Cianni, d/b/a Vincent Cianni Photography to allow access to City-owned property known as the City Club located at 120 Grand Street (Section 24, Block 2, Lot 17) for the purpose of installing and displaying a temporary art exhibit for public viewing.

LICENSE AGREEMENT

This license agreement ("Agreement"), made this _____ day of _____, 2020 by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("LICENSOR") and VINCENT CIANNI, d/b/a VINCENT CIANNI PHOTOGRAPHY, a private business organization having an address at 10 Galloway Avenue, Newburgh, New York 12550 ("LICENSEE");

WITNESSETH:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises known as the City Club, 120 Grand Street, Section 24, Block 2, Lot 17 on the tax map of the City of Newburgh ("Premises"), of Licensor on behalf of itself and its employees, agents and contractors; and

WHEREAS, Licensee desires to install posters and photographs of historical figures in City of Newburgh history on the Premises in a manner that compliments and highlights the Harriet Tubman "Journey to Freedom" Project, a separate art installation scheduled for display at the Newburgh Free Library, 124 Grand Street; and

WHEREAS, Licensee desires to install said posters and photographs on the plywood boards of the Premises that cover the window openings of the building on the Premises; and

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

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

Section 1. Grant of License:

- A. Licensor hereby gives to Licensee and Licensee's employees, agents and subcontractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Premises, for the purpose of installing posters and photographs of historical figures in City of Newburgh history on the Premises in a manner that compliments and highlights the Harriet Tubman "Journey to Freedom" Project, a separate art installation scheduled for display at the Newburgh Free Library, 124 Grand Street.
- B. Said posters and photographs shall be installed only on the plywood boards of the Premises that cover the window openings of the building on the Premises and in no other areas of the Premises.

- C. Said posters and photographs shall be affixed to the plywood boards using wheat-paste, or some other non-permanent, non-destructive material acceptable to the Department of Code Compliance.
- D. Licensee shall maintain the posters and photographs in a neat, publicly presentable, and artistic fashion for the period of time they are installed on the plywood boards.
- E. Prior to the conclusion of the License term as set forth in Section 7, below, Licensee shall restore the Premises to a clean and orderly state and in the same condition as existed prior to the granting of this License. This term includes, but is not limited to: the complete removal of any pictures and photographs, the complete removal of any adhesive materials used to affix the pictures or photographs to the plywood, repainting the plywood with blue-gray exterior paint (if determined to be necessary by the Building Inspector), and repairing or replacing any damage to the plywood.
- F. At its sole cost and expense, Licensee shall apply for, and receive, a Building Permit from the Department of Code Compliance that outlines the full scope and proposed use of the Premises prior to commencement of any work on the Premises.

Section 2. Access: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee agrees to give Licenser no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

Section 3. License Fee: Licensee shall not be required to pay any fees pursuant to this Agreement.

Section 4. Insurance: Licensee shall neither commence work nor perform work nor operate machinery under this Agreement until it has obtained all insurances required under this Section 4 and such insurance has been approved by the City.

A. **Workers' Compensation Insurance** - The Licensee shall take and maintain during the life of this Agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. **General Liability and Property Damage Insurance** - The Licensee shall take and maintain during the life of this Agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

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

C. Licensee may retain certain employees, agents, subcontractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 4 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 5. Damages: The relation of the Licensee to the City as to the work to be performed by it under this Agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. Licensee shall make good any damages that may occur in consequence of the performances or any part of it. Licensee shall assume all blame, loss and responsibility of any nature by reason of Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity: Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Premises under this Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License: The License hereby given shall expire and terminate on September 20, 2021 ("Expiration Date"). Prior to the Expiration Date, Licensee and its agents, employees and contractors, shall restore the Premises to a clean and orderly state and in the same condition as existed prior to the granting of this License and in accordance with Section 1, above, normal wear and tear excepted.

Section 8. Assignment of License; No Sub-Licensing: This Agreement may not be assigned or sub-let to any other party.

Section 9. Termination of License: The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensee, terminate this Agreement.

Section 10. New York Law: This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement: This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. No Vested Rights: It is understood and agreed that no vested right in said Premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature Page to Follow]

Signature Page

License Agreement, City Club, 120 Grand Street (SBL 24-2-17)

City of Newburgh / Vincent Cianni, d/b/a Vincent Cianni Photography

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement the day and year herein mentioned.

CITY OF NEWBURGH
LICENSOR

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

VINCENT CIANNI
d/b/a VINCENT CIANNI PHOTOGRAPHY
LICENSEE

By: _____
Name: Vincent Cianni

Approved as to form:

MICHELLE KELSON
Corporation Counsel

TODD VENNING
City Comptroller

RESOLUTION NO.: 211 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITS INTENT TO BE LEAD AGENCY UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) WITH RESPECT TO AMENDING CHAPTER 300 ENTITLED “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH, AMENDING THE ZONING MAP OF THE CITY OF NEWBURGH, DECLARING THE PROJECT TO BE A TYPE I ACTION, CONSIDERING A FULL ENVIRONMENTAL ASSESSMENT FORM (“FEAF”) AND REFERRING THE SAME TO THE ORANGE COUNTY DEPARTMENT OF PLANNING AND OTHER INTERESTED OR INVOLVED AGENCIES

WHEREAS, the City of Newburgh is proposing to amend Chapter 300 entitled “Zoning” of the City Code of Ordinances of the City of Newburgh and the Zoning Map of the City of Newburgh; and

WHEREAS, the City of Newburgh proposes to undertake the adoption of the amendments of Chapter 300 entitled “Zoning” in compliance with the terms of state law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status, classify the project as a Type I action, proposes to accept a Full Environmental Assessment Form (“FEAF”) and refer the proposed amendments to the Orange County Planning Department pursuant to General Municipal Law Section 239-m and to other interested or involved agencies; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, as follows:

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council classifies the action as a Type I Action; and
3. That this Council proposes to accept Parts I and II of the Full Environmental Assessment Form (“FEAF”) attached hereto; and

4. That this Council authorizes the City Manager to circulate the FEAF to other “Interested Agencies” or “Involved Agencies”; and
5. That this Council refers the proposed amendments to Chapter 300, entitled “Zoning” of the Code of Ordinances of the City of Newburgh and the proposed Zoning Map of the City of Newburgh to the Orange County Planning Department as required by General Municipal Law Section 239-m.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☐ Yes ☐ No		
b. City, Town or Village Planning Board or Commission ☐ Yes ☐ No		
c. City, Town or Village Zoning Board of Appeals ☐ Yes ☐ No		
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☐ Yes ☐ No		
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☐ Yes ☐ No		
h. Federal agencies ☐ Yes ☐ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☐ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☐ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☐ No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☐ No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☐ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☐ No

If Yes, identify the plan(s):

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	□ Yes □ No
b. Is the use permitted or allowed by a special or conditional use permit? Not applicable.	□ Yes □ No
c. Is a zoning change requested as part of the proposed action? If Yes,	□ Yes □ No
i. What is the proposed new zoning for the site? _____	
C.4. Existing community services.	
a. In what school district is the project site located? _____	
b. What police or other public protection forces serve the project site? _____	
c. Which fire protection and emergency medical services serve the project site? _____	
d. What parks serve the project site? _____ _____	

D. Project Details

D.1. Proposed and Potential Development (Entirety of Section D is N/A)	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? _____	
b. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres	
c. Is the proposed action an expansion of an existing project or use? □ Yes □ No i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? □ Yes □ No If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____ ii. Is a cluster/conservation layout proposed? □ Yes □ No iii. Number of lots proposed? _____ iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? □ Yes □ No i. If No, anticipated period of construction: _____ months ii. If Yes: • Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____ 	

f. Does the project include new residential uses? ☐ Yes ☐ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☐ No If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☐ No If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:	

iii. If other than water, identify the type of impounded/contained liquids and their source.	

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☐ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.	

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No	
If yes, describe. _____	

v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☐ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes ☐ No ☐
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No ☐
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No ☐
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No ☐
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐
- Do existing lines serve the project site? ☐ Yes ☐ No ☐

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No ☐
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No ☐
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No ☐
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No ☐
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____	☐ Yes ☐ No ☐ Yes ☐ No	
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	☐ Yes ☐ No	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ _____		
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____		
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____ • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____		
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	☐ Yes ☐ No	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)		☐ Yes ☐ No ☐ Yes ☐ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☐ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☐ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? Yes ☐ No ☐ v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: _____ _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No Describe: _____ _____	
n. Will the proposed action have outdoor lighting? ☐ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____ _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No Describe: _____ _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☐ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☐ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____ _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No If Yes: i. Describe proposed treatment(s): _____ _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ _____ • Operation: _____ _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ _____ • Operation: _____ _____	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action (Entirety of Section E is N/A)

E.1. Land uses on and surrounding the project site			
a. Existing land uses. i. Check all uses that occur on, adjoining and near the project site. ☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ii. If mix of uses, generally describe: _____ _____			
b. Land uses and coverytypes on the project site.			
Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☐ No i. If Yes: explain: _____	
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☐ No If Yes, i. Identify Facilities: _____ _____	
e. Does the project site contain an existing dam? ☐ Yes ☐ No If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____	
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☐ No If Yes: i. Has the facility been formally closed? ☐ Yes ☐ No • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____ iii. Describe any development constraints due to the prior solid waste activities: _____ _____	
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☐ No If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☐ No If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No ☐ Yes – Spills Incidents database ☐ Yes – Environmental Site Remediation database ☐ Neither database Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____ iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☐ No If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____	

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No - If yes, DEC site ID number: _____ - Describe the type of institutional control (e.g., deed restriction or easement): _____ - Describe any use limitations: _____ - Describe any engineering controls: _____ - Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No - Explain: _____ _____ _____												
E.2. Natural Resources On or Near Project Site												
a. What is the average depth to bedrock on the project site? _____ feet												
b. Are there bedrock outcroppings on the project site? ☐ Yes ☐ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %												
c. Predominant soil type(s) present on project site: <table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black; width: 60%;"></td> <td style="border-bottom: 1px solid black; width: 10%; text-align: right;">%</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right;">%</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right;">%</td> </tr> </table>		%		%		%						
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d. What is the average depth to the water table on the project site? Average: _____ feet												
e. Drainage status of project site soils: <table style="width: 100%; border: none;"> <tr> <td>☐ Well Drained:</td> <td style="border-bottom: 1px solid black; width: 10%; text-align: right;">%</td> <td style="text-align: right;">% of site</td> </tr> <tr> <td>☐ Moderately Well Drained:</td> <td style="border-bottom: 1px solid black; text-align: right;">%</td> <td style="text-align: right;">% of site</td> </tr> <tr> <td>☐ Poorly Drained</td> <td style="border-bottom: 1px solid black; text-align: right;">%</td> <td style="text-align: right;">% of site</td> </tr> </table>	☐ Well Drained:	%	% of site	☐ Moderately Well Drained:	%	% of site	☐ Poorly Drained	%	% of site			
☐ Well Drained:	%	% of site										
☐ Moderately Well Drained:	%	% of site										
☐ Poorly Drained	%	% of site										
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border: none;"> <tr> <td>☐ 0-10%:</td> <td style="border-bottom: 1px solid black; width: 10%; text-align: right;">%</td> <td style="text-align: right;">% of site</td> </tr> <tr> <td>☐ 10-15%:</td> <td style="border-bottom: 1px solid black; text-align: right;">%</td> <td style="text-align: right;">% of site</td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="border-bottom: 1px solid black; text-align: right;">%</td> <td style="text-align: right;">% of site</td> </tr> </table>	☐ 0-10%:	%	% of site	☐ 10-15%:	%	% of site	☐ 15% or greater:	%	% of site			
☐ 0-10%:	%	% of site										
☐ 10-15%:	%	% of site										
☐ 15% or greater:	%	% of site										
g. Are there any unique geologic features on the project site? ☐ Yes ☐ No If Yes, describe: _____ _____												
h. Surface water features. i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☐ No ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☐ No If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 10%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>	• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• Streams:	Name _____	Classification _____										
• Lakes or Ponds:	Name _____	Classification _____										
• Wetlands:	Name _____	Approximate Size _____										
• Wetland No. (if regulated by DEC)	_____											
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____												
i. Is the project site in a designated Floodway? ☐ Yes ☐ No												
j. Is the project site in the 100-year Floodplain? ☐ Yes ☐ No												
k. Is the project site in the 500-year Floodplain? ☐ Yes ☐ No												
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☐ No If Yes: i. Name of aquifer: _____												

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☐ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☐ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☐ No If Yes: i. Species and listing: _____ _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☐ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☐ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☐ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☐ No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☐ No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

Full Environmental Assessment Form

Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>				☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐		
h. Other impacts: _____ _____		☐	☐		

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☐ NO ☐ YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☐ YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

l. Other impacts: _____ _____		☐	☐
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i>			
	☐ NO	☐ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</i>			
	☐ NO	☐ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. ☐ NO ☐ YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If “Yes”, answer questions a - f. If “No”, move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in “a” through “c”, above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐ NO ☐ YES <i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☐ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____ _____		☐	☐
If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3: e. i. The proposed action may result in the destruction or alteration of all or part of the site or property. ii. The proposed action may result in the alteration of the property’s setting or integrity. iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3g, E3f E3e, E3f, E3g, E1a, E1b E3e, E3f, E3g, E3h, C2, C3	☐ ☐ ☐	☐ ☐ ☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____ _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☐ NO

☐ YES

(See Part 1. D.2.j)

If “Yes”, answer questions a - f. If “No”, go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☐ YES

(See Part 1. D.2.k)

If “Yes”, answer questions a - e. If “No”, go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If “Yes”, answer questions a - f. If “No”, go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

Build-Out Analysis

In order to assess the full environmental impacts of an update to zoning, a build-out analysis was performed to anticipate the future water and sewer capacity needs of the City of Newburgh.

A build-out is an exercise that imagines that every piece of land is rebuilt to its fullest density allowed by zoning. Therefore, if all current structures were rebuilt to their highest density, and all open or vacant land that is not protected by some sort of restriction (parks or preserved open space) were built to their highest density, Newburgh would have a certain number of dwelling units and square feet of commercial and industrial space. These figures would have an effect on the capacity of services such as schools and libraries, and on water and sewer infrastructure. Newburgh is a built-out city with limited vacant and undeveloped land. It is assumed that the majority of the structures that are currently constructed will remain, even with changes in zoning, so an additional build-out was done to analyze only the effects on those parcels that are vacant, undeveloped, or underdeveloped.

Assumptions

The build-out was performed assuming that every parcel would be built to the highest density allowed by its zone. The following table summarizes those assumptions. Each parcel was then analyzed to determine if it met the minimum lot size allowed for each respective zone, and calculated whether it would either have residential dwelling units, or commercial/industrial square footage. For the four form-based, mixed use zones, a ratio of residential-to-commercial space was assumed, and both a dwelling unit count and commercial square footage count was calculated.

Build-Out Assumptions							
Zone	Minimum Lot Size (Sq.Ft)	Maximum Lot Coverage	Maximum Building Height (Ft)	Maximum Dwelling Units	Dwelling Units per Sq Ft Land	Dwelling Units per Sq Ft Buildings	Percent Residential
Broadway Corridor	1500	0.75	65			750	0.6
Commercial District		0.6	45				
Conservation Development District							
Downtown Neighborhood	1500	0.8	35			1000	0.8
High Density Residential	2000	0.55	45	500 sq ft bldg/ DU		500	
High Density Residential, Apartment Building	2500	0.55	60	500 sf lot/DU	500		
Industrial District		0.7	35				
Institutional							
Low Density Residential	2500	0.3	40	3			
Medium Density Residential	2500	0.3	40	3			
Medium Density Residential, Apartment Building	9000	0.5	45	1800 sf lot /DU	1800		
Open Space	0			0			
Park	0			0			
Planned Waterfront District	1500	0.75	50			1000	0.8
Residential Single Family	2500	0.3	40	1			
Utility							
Waterfront Gateway	1500	0.8	95			1000	0.5

The proposed zoning also has updates to environmental constraints. These areas have limits on building and were reduced from the overall buildable area. For most of these areas, the zoning calls for a 50% reduction in their allowable buildable area. However, within the Water Protection Overlay (WPO) area, there is no new construction permitted, so the entirety of that area was reduced from the buildable area of each parcel. The environmental constraints considered in this build out analysis are Wetlands, classified bodies of water as shown in FEMA 500 and 100 year flood zones, WPO buffer, and slopes greater than 20%.

Full Build-Out

The Full Build-Out assumes that every parcel in the City that is not currently a Park, Institution, Utility Right-of-Way (ROW), or Protected Open Space, will be rebuilt to its maximum allowable density, accounting for the respective reduction due to environmental constraints. This Full Build-Out scenario is considered highly unlikely, and is not reflected in current or historic building patterns, or in current or historic population growth. Under those conditions, the following Full Build-Out statistics are as follows:

37,621,423	Total Square Feet Commercial and Industrial space
146,962	Total Dwelling Units, resulting in
454,113	Total Population

Amended Build-Out

The Amended Build-Out assumes that all parcels currently built on would remain, and that only those parcels that are Vacant, Parking Lots, Urban Renewal properties, or Storage Yards would be redeveloped to their maximum allowable density, accounting for the reduction for environmental constraints. This scenario is considered more likely and more reflective of historic density and population growth. However, it is still unlikely that this scenario would be fully realized in the next 20 years. Under these conditions, the Amended Build-Out statistics are as follows:

11,527,793	Additional Square Feet Commercial and Industrial space
8,526	Additional Dwelling Units, resulting in
25,749	Additional Residents

Outcomes

The ability of the City of Newburgh to support the future demands under either a full or amended build-out has capacity issues relating to all City services, but especially to its wastewater and drinking water infrastructure. New development under these new zoning conditions must ultimately be done in conjunction with careful monitoring of all city services to ensure that adequate services can be provided to all City residents. Understanding the discreet capacity constraints for water and sewer services, calculations were prepared to see if the City has the capacity to meet development under each build-out scenario. The City has the following capacity of its wastewater and drinking water services:

Wastewater Treatment: 9 million gallons per day total capacity; with 3.8 million reserved for Town of Newburgh

Drinking Water Filtration: 4.7 million gallons per day current production; potential for 8.85 million gallons per day of treatment capacity with scheduled upgrades. (Note: The 2012 Safe Yield Study limits reservoir daily yield to 6.2 million gallons per day during drought periods, or 8.5 million gallons per day during non-drought periods)

The residential build-out would result in the following water and wastewater daily uses, given the assumptions that:

- There will continue to be 3.09 people per household, as per the 2010 US Census.
- Each residential bedroom will result in 120 gallons of water use per day.
- Each person will result in 110 gallons of wastewater per day.

Residential Water and Wastewater Usage						
	Existing Dwelling Units*	New Dwelling Units	Total Dwelling Units	Total Potential Residents/Beds	Water Gallons Per Day, Res	Wastewater Gallons Per Day, Res
Full Build-Out	0	146,962	146,962	454,113	54,493,510	49,952,384
Amended Build-Out	10,505	8,526	19,031	58,806	7,056,695	6,468,637
*Full Build-Out Scenario assumes there is no existing dwelling units or commercial square footage, and that all is new.						

The commercial/industrial build-out would result in the following water and wastewater daily uses, given the assumptions that:

- Water will be used at a rate of 25 gallons per day per 200 feet of commercial space.
- General use/ warehouse use will generate 15 gallons of wastewater per worker or 200 square feet of space.
- Restaurants will generate 35 gallons of wastewater per seat, or 25 square feet of space.
- Restaurants will continue to account for 4% of City commercial square footage.

Commercial/ Industrial Water and Wastewater Usage						
	Existing Commercial/ Industrial Sq Ft*	New Commercial/ Industrial Sq Ft	Total Commercial/ Industrial Sq Ft	Water Gallons Per Day	Wastewater Gallons Per Day, Warehouse	Wastewater Gallons Per Day, Restaurant
Full Build-Out	0	37,621,423	37,621,423	4,702,678	2,708,742	2,106,800
Amended Build-Out	5,362,477	11,527,793	16,890,270	2,111,284	1,216,099	945,855
*Full Build-Out Scenario assumes there is no existing dwelling units or commercial square footage, and that all is new.						

Under these scenarios, the system would be well over capacity under the full build-out and would need to plan for upgrades to both sewer and water systems. The systems have close to the potential capacity to accommodate all future users of the amended build-out. However, this capacity would rely on planned upgrades and a potential reduction in the amount of allotted capacity granted to neighboring communities in future inter-municipal agreements. A change to this allotted capacity is not expected to be probable, and therefore increased sewer and water capacity would be required under the amended build-out condition to meet full future capacity needs.

Water and Wastewater, Capacity v. Need (gallons per day)				
	Existing Capacity*	Potential Capacity*	Full Build-Out Need	Amended Build-Out Need
Wastewater	5,200,000	9,000,000	54,767,926	8,630,591
Drinking Water	4,500,000	8,500,000	59,196,187	9,167,979
*Without planned upgrades and with reductions for capacity allotted for neighboring communities.				

RESOLUTION NO.: 212 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR SEPTEMBER 28, 2020 TO HEAR PUBLIC COMMENT CONCERNING
THE ADOPTION OF AN AMENDMENT TO CHAPTER 300 ENTITLED “ZONING”
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
AND AN AMENDED ZONING MAP OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the adoption of an amendment to Chapter 300 Entitled “Zoning” of the Code of Ordinances of the City of Newburgh; 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 28th day of September, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor’s Executive Order 202.1, as amended, the September 28, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed ordinance as follows:

To view the livestream of the City Council Work Session and Meeting visit:
<https://www.cityofnewburgh-ny.gov/live-video-streaming>.

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_D3Hhg3ywTu600QeojfUpnA. Please note that there is an underscore between the “N” and “D”).

To register in advance for this webinar in order to provide comments during the hearing:
https://zoom.us/webinar/register/WN_D3Hhg3ywTu600QeojfUpnA. Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: “PUBLIC HEARING ITEM” by 4:00 p.m. on Friday, September 25, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

Proposed Zoning Changes – Summary Sheet (as of 8/31/20)

Map Change – William Street and Washington Street

Proposed Change: convert affected parcels from Commercial District to Medium Density Residential with Neighborhood Commercial Overlay.

Affected Parcels (by SBL) (108 total):

38-2-1	38-2-2	38-2-3	38-2-4	38-2-5	38-2-6.1
38-2-7.1	38-2-8	38-2-9	38-2-10	38-2-11	38-2-12
38-2-13	38-2-14	38-2-15	38-2-16	38-2-17	38-2-18
38-2-19	38-2-20	38-2-25	38-2-26	38-2-27	38-2-28
38-2-29	38-2-30	38-2-31	38-2-32	38-2-33	38-2-34
38-2-40	38-2-35	38-3-31	39-2-31	38-3-32	39-2-30
39-2-29	38-3-33	39-2-28	39-2-26	38-3-34	39-2-27
38-4-31	39-2-25	38-4-32	39-2-24	38-4-33	38-4-34
39-2-23	38-4-35	38-4-36	39-2-22	38-4-37	39-2-21
38-4-41	38-4-40	38-4-39	38-4-38	39-2-20	39-2-19
39-2-18	44-2-8	45-1-1	44-2-9	44-2-10	45-1-10
44-3-12	45-15-1	44-3-13	45-15-19	44-3-14	45-15-18
44-3-15	44-3-16	45-15-17	44-3-17	45-15-16	44-3-18
44-3-19	45-15-15	44-3-20	45-15-14	45-15-11	44-3-21
45-15-13	44-2-12	45-1-14	44-2-13	45-1-13	45-1-12
45-15-12	38-2-39	38-2-38	38-2-37	38-2-36	38-3-29.1
39-2-1	39-2-33	39-2-32	38-3-30	45-1-16	45-1-15
44-2-14	45-1-11	44-2-11	39-2-17	38-2-24.12	39-1-1

Map Change – Delete “Open Space” as Zone

Proposed Changes: “Open Space” zone is not defined in Zoning Code. Delete zone as shown on zoning map. All parcels shown as “Open Space” to be converted into “Conservation Development District.” Change §300-31 chart for CDD to delete all cells and insert text “Refer to §300-33(B)” or “Any uses permitted by right in R-1, R-Low, R-Med and R-High Districts.”

Affected Parcels (by SBL), with Proposed New Zone (49 parcels):

SBL	Proposed New Zone	SBL	Proposed New Zone
43-1-29.2	CDD	47-2-9	CDD
43-1-31	CDD	49-1-18.2	CDD
43-1-32	CDD	47-2-10.2	CDD
43-1-33	CDD	47-2-12	CDD
43-1-34	CDD	43-1-28	CDD
43-1-35	CDD	49-1-19	CDD
14-3-26.2	CDD	49-1-20	CDD

14-3-26.4	CDD	49-1-21	CDD
14-3-8	CDD	49-1-22	CDD
14-3-26.3	CDD	49-1-23	CDD
14-3-26.1	CDD	49-1-18.11	CDD
14-3-26.52	CDD	46-5-10	CDD
49-1-7.1	CDD	46-5-9	CDD
49-1-2	CDD	7-2-1.2	CDD
49-1-8	CDD	49-1-24	CDD
49-1-9	CDD	14-3-54.2	CDD
49-1-10	CDD	33-6-3.2	Park
49-1-11	CDD	33-6-1.1	Park
49-1-12	CDD	49-1-1	Park
49-1-13	CDD	47-2-2.3	Park
49-1-14	CDD	49-1-18.12	Park
49-1-15	CDD	49-1-5.21	PWD
49-1-16	CDD	40-3-3	PWD
49-1-17	CDD	14-3-26.6	R-Way
49-1-18.3	CDD		

Map Change – delete “Institution” as a Zone

Proposed Change: “Institution” zone is not defined in Zoning Code. Affected parcels appear spot zoned. Delete zone as shown on zoning map and re-zone affected parcels in accordance with other nearby districts.

Affected Parcels (by SBL), with Proposed New Zone (37 parcels):

SBL	Proposed New Zone	SBL	Proposed New Zone
43-1-13	R-High	22-4-14.12	R-Med
28-2-17	R-Low	31-2-18	WG
28-2-20.1	BC	31-2-21	WG
28-2-19	R-Low	31-2-13.2	WG
28-2-18	R-Low	31-2-19	WG
28-2-21.2	BC	29-1-25	BC
28-2-1	BC	23-1-12	R-Med
6-5-1	R-Low	23-1-1.1	R-Med
7-1-55	R-Low	7-2-2	R-Low
7-1-1.1	R-Low	8-1-1.32	R-Med
7-1-2	R-Low	8-1-1.42	R-Med
3-10-27	R-Low	4-11-3.1	R-Med
47-3-2	R-Low	4-11-3.2	R-Med
47-3-1	R-Low	4-11-2	R-Med
46-4-4	PWD	4-12-2	R-High
49-1-5.1	Park	4-12-1	R-High
46-4-5	PWD	4-11-1	R-Med

39-2-9	Park	6-5-18.2	R-Low
31-2-20	WG		

Text Changes – §300-6, §300-21, and §300-83

Proposed Changes:

1. Adds “Right of Way” to §300-6
2. Add descriptions of zones to §300-21. Also add/delete applicable zones to conform to map.
3. Amend §300-31(F).
4. Amend §300-32 to delete “Commercial District Overlay”
5. Amend §300-83.

PROPOSED CHANGES
CHAPTER 300 (ZONING) OF CITY OF NEWBURGH CODE OF ORDINANCES

Article II
Definitions and Word Usage

§ 300-6. Word usage; terms defined.

A. Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future and the plural the singular. The word "shall" is intended to be mandatory, while "should" is not; and "occupied" or "used" shall be considered as though followed by the words "or intended, arranged, or designed to be used or occupied." In general, this chapter uses the word "permitted" to describe an action that requires a permit and "allowed" when a permit is not required.

B. Definitions. As used in this chapter, the following terms shall have the meanings indicated:

ACTIVITY FACILITY — A business which, for compensation, offers indoor recreational activities, such as dance, martial arts, arts and crafts, musical or theatrical instruction, children's gyms and play centers, and other places of public or private entertainment. Activity facilities shall not include facilities intended primarily for spectator activities, such as, but not limited to, stadiums and arenas, automotive tracks, bowling alleys, parlors or amusement parks.

ADULT DAY-CARE FACILITY — An establishment which provides day-care services for hire to adults who, by reason of physical or other limitations associated with age, physical or mental disabilities or other factors, are unable or substantially unable to live independently without supervision.

ADULT USES — An adult bookstore, adult motion-picture theater, or adult entertainment cabaret, as defined herein.

- (1) **ADULT BOOKSTORE** — An establishment having as a substantial or significant portion of its stock-in-trade books, magazines, or other periodicals, films, slides and videotapes which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to sexual activities or exposing specified anatomical areas as defined below.
- (2) **ADULT FILM THEATER** — An enclosed building used primarily for presenting material in the form of motion pictures, films, slide shows or videotapes distinguished or characterized by an emphasis on matters depicting, describing or relating to sexual activities or exposing specified anatomical areas.
- (3) **ADULT ENTERTAINMENT CABARET** — A building or portion thereof regularly featuring dancing or other live entertainment if the dancing or entertainment that constitutes the primary live entertainment is distinguished or characterized by an emphasis on the exhibiting of sexual activities or specified anatomical areas for observation by patrons therein.

Underline denotes additions

~~Strikethrough~~ denotes deletions

AGRICULTURE — An activity which includes the cultivation of the soil for food products or other useful or valuable growths of the field or garden, nursery stock and commercial greenhouses, but does not include dairying, raising of livestock, breeding or keeping of animals, fowl or birds where the same is carried on as a business or gainful occupation. Agriculture includes also the sale at retail of farm, garden or nursery products produced on the premises.

AMUSEMENT CENTER — A place of business wherein three or more coin-operated machines, games of skill or chance or other machines of a similar nature are available for use or play by the general public.

ANIMAL CARE CENTER — Any building or portion of a building designed or used for the care, observation, or treatment of domestic animals, or for the keeping, breeding or boarding for compensation of dogs, cats, or other domestic animals, when such boarding is for more than three consecutive hours.

APARTMENT, ACCESSORY — A self-contained residential dwelling unit, clearly incidental and secondary to the principal dwelling of which it is a part, having a separate entrance and containing separate cooking, eating, sanitation and sleeping facilities for the exclusive use of the occupant, in a one-family dwelling, or in a separate accessory structure on the same lot as a one-family dwelling.

APARTMENT HOUSE (same as "multifamily dwelling") — A residential building that contains more than four dwelling units, with one primary entrance to access all dwelling units contained therein. An apartment house may include accessory uses shared by residents of the apartment house, including recreational facilities, laundry rooms, parking, seating areas and open space for the exclusive use of residents residing in the complex.

ASSEMBLY HALL/BANQUET HALL — Buildings in which the primary or intended occupancy or use is the assembly for amusement, athletic, civic, dining, educational, entertainment, political, recreational, religious, social, or similar purposes, except an assembly hall shall not include any use defined elsewhere herein, in which kitchen facilities may or may not exist.

AUTOMOBILE GASOLINE STATION — Any building or land area used for the retail dispensing or sales of automobile fuels, which activity may be accompanied by accessory uses, such as sales of lubricants, tires, accessories or supplies, and prepackaged food items and tangible consumer goods, primarily for self-service by the customer.

AUTOMOBILE SALES — Any building, land area or other premises used for the display, sale or lease of new or used automobiles, vans, trucks, trailers, or boats, but not including any repair work. Such facilities may not conduct repair services as an accessory use other than warranty or other minor repair service.

AUTOMOBILE-SERVICE/REPAIR — Any area of land, including structures thereon, available to the public, operated for gain, and which is used for repair, greasing, washing, servicing, adjusting or equipping of automobiles or other vehicles.

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AUTOMOBILE WASH — Any building or land area, the use of which is devoted to the business of washing or waxing automobiles for a fee, whether by automated cleansing devices or otherwise.

BANK — A financial institution that is open to the public and engaged in deposit banking, and that may perform closely related functions, such as making loans, investments, and fiduciary activities.

BAR — A commercial establishment, open to the general public, which sells and serves alcoholic beverages for consumption on the premises and where food may be served as an accessory use. The term "bar" includes "barroom," "wine bar," "tavern," "pub," and "saloon."

BASEMENT — A story that is wholly or partly below grade, but at least 1/2 of its height, measured from floor to ceiling, is above the average established curb level or finished grade of the ground adjoining the building.

BED-AND-BREAKFAST — A lodging facility in an owner-occupied dwelling, offering from two to five guest rooms, without separate kitchen facilities, for paying, transient guests for a period not to exceed 15 consecutive days per guest. A dining room and kitchen may be provided for serving guests of the facility, but shall not be open to the public. An Airbnb rental is a variant of this use. "Short-term, in-home lodging" shall apply for one room for up to three paying guests.

BILLIARD PARLOR — A building, or portion thereof, having within its premises three or more pool tables, billiard tables, or a combination thereof.

BOARDINGHOUSE — An owner-occupied dwelling unit, with nontransient boarders, and with common rooms used and accessible to all residents, within which are boarding units that are rented individually and occupied for sleeping and/or living purposes to nontransient occupants. A boardinghouse shall not be considered a rooming home.

BOARDING UNIT — Any room or group of rooms forming a habitable unit used or intended to be used for living or sleeping but not used for cooking purposes.

BOAT REPAIR — A facility where boats are repaired and may be stored.

BOWLING ALLEY — Indoor facility for the sport of bowling, with customary accessory uses, such as snack bars.

BUILDING — (Includes "structure.") Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

BUILDING, ACCESSORY — A building, the use and size of which is incidental to, and complementary of, the principal building on a lot.

BUILDING FRONT LINE — The line of the face of the building nearest the front lot line. The face includes covered porches, but does not include steps.

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BUILDING, MAIN (PRINCIPAL) — The building in which is conducted the primary use of the lot on which it is located.

CABARET — Any room, place, or space in which any musical entertainment, singing, dancing, or other similar amusement takes place in connection with a bar and/or restaurant, except for an adult cabaret.

CAR RENTAL — A business that rents vehicles to persons or businesses for use on a transient basis. The business may include on-site facilities for servicing, storing, repairing, and fueling the vehicles.

CELLAR — That space of a building that is partly or entirely below grade which has more than half of its height, measured from floor to ceiling, below the average established curb level or finished grade of the ground adjoining the building.

CEMETERY — A place used for the interment of human or animal remains or cremated remains.

CHILD DAY-CARE CENTER — A facility, that is not also a dwelling unit, that provides care for infants and preschool children, and may offer prekindergarten educational service, on a regular basis for more than three hours per child and is defined in 18 NYCRR Part 413 and regulated in accordance with 18 NYCRR 418.

COLLEGE/UNIVERSITY — An institution for post-secondary education, which is licensed by the State of New York to grant associate, baccalaureate, or higher degrees.

COMMERCIAL LAUNDRY — An establishment that launders and/or dries articles for commercial and not individual customers.

COMMUNITY CENTER — A place, structure, area, or other facility used for providing religious, fraternal, social, educational, or recreational programs generally open to the public, not operated for profit, and designed to accommodate and serve significant segments of the local community.

COOPERATIVE HOUSE — A dwelling unit that is rented as a singular unit and not occupied by a family, as defined in this chapter, within which are two or more boarding units occupied for sleeping and/or living purposes by nontransient occupants. A cooperative house shall not be considered to be a rooming house.

COTTAGE INDUSTRY — A use that is conducted wholly within an enclosed building that involves the manufacturing, production, processing, fabrication, assembly, treatment, repair, or packing of finished products predominantly from previously prepared or refined materials (or from raw materials that do not need refining). Light industry is capable of operation in such a manner that does not cause a noticeable amount of noise, dust, odor, smoke, glare, or vibration outside of the building in which the activity takes place. Such a use may or may not contain retail space. A machine shop is included in this category.

COVERAGE, BUILDING — The area that is covered by all of the buildings on the lot.

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CURB LEVEL — The established elevation of the street grade at the point that is opposite the center of the wall nearest to and facing the street line. Where a building is on a corner lot, the curb level is the average of the mean levels of the curblines on the two intersecting streets. Where there is uncertainty about the curb level, it shall be determined by the City Engineer.

DISTRIBUTION FACILITY/WAREHOUSE — A facility involving the storage and the shipment of goods in allotments. This use does not involve the manufacture or sale of goods from the premises.

DORMITORY — A building intended or used principally for sleeping accommodations, where such building is directly related to an educational or public institution, or house of worship. Such building may include common kitchen and gathering rooms, but does not contain complete dwelling units.

DRIVE-THRU (BANK, FAST-FOOD RESTAURANT, PHARMACY) — An establishment that dispenses products or services to patrons who remain in vehicles.

DRY CLEANER — An establishment for the on-premises mechanical cleaning of garments, articles or goods of fabric for retail customers, or where dropoff and pickup occurs for garments or articles that are sent to another location for mechanical cleaning or laundering. A dry cleaning establishment does not include a laundry or laundromat, which provides self-service washing or drying for use by retail customers.

DWELLING — Any building or portion thereof designed or used exclusively for nontransient residential use.

DWELLING, DETACHED — A dwelling having no common walls, floors or ceilings with any other dwelling unit.

DWELLING, FOUR-FAMILY — A building containing four dwelling units only, on a single lot of record.

DWELLING, MULTIFAMILY — See "apartment house."

DWELLING, ROW OR ATTACHED (TOWNHOME) — A dwelling, having common walls with one or more dwelling units, also referred to as a "townhome." A row dwelling sharing one common wall shall be deemed an end unit. This term shall also refer to two dwellings sharing one party or lot line wall and commonly referred to as a "duplex."

DWELLING, SINGLE-FAMILY — A building containing not more than one dwelling unit and not having more than one kitchen on a single lot of record.

DWELLING, THREE-FAMILY — A building containing three dwelling units only on a single lot of record.

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DWELLING, TWO-FAMILY — A building containing two dwelling units only on a single lot of record.

DWELLING UNIT — A single unit with one or more rooms with provisions for living, cooking, sanitary and sleeping facilities arranged for the use of one family only.

FAMILY — One, two, or more persons occupying a dwelling unit and living together as a traditional family or the functional equivalent of a traditional family.

FAMILY DAY-CARE — A facility located in a residential structure, which is owner occupied as a family residence, that provides daytime care of more than three hours per day per child for three to 12 infants, preschool children, and school age children six to 12 years of age for compensation. A family day-care includes those day-care facilities defined by New York State in 18 NYCRR Part 413 as "family day-care home" and "group family daycare home." Such facility must be licensed by New York State and operated in accordance with all applicable regulations.

FLOOR AREA, BUILDING — The sum of the gross horizontal area of the several floors of a building and its accessory buildings on the same lot, excluding cellar and basement floor areas not devoted to residential use but including the area of roofed porches and roofed terraces. All dimensions shall be measured between exterior faces of walls.

FRONTAGE — The length of a lot that borders a single street.

FRONTAGE OCCUPANCY — The percentage of the lot width which must be occupied by either a front building facade or structures that screen parking, located within the area of the front lot line and the maximum front yard setback.

FUNERAL HOME — The establishment of a funeral director or undertaker, which includes facilities for the conduct of funeral services, but not cremation.

GARAGE, PRIVATE — Part of a principal residential building, or an accessory building located on the same lot as the principal residential building, designed primarily for the storage of motor vehicles.

HEIGHT, BUILDING — The vertical distance measured from curb or grade level at the front of the building to the highest level of a flat or mansard roof or to the average height of a pitched, gable, hip or gambrel roof, excluding bulkheads, and similar constructions enclosing equipment or stairs, provided that they are less than 12 feet in height and do not occupy more than 30% of the area of the roof upon which they are located.

HOME OCCUPATION — Any use customarily conducted entirely within a dwelling or its accessory structures and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of dwelling for residential purposes and does not change the character thereof.

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HOSPITAL — An institution, licensed by the State of New York, which provides primarily transient or acutely needed human physical and/or mental health services and which includes inpatient facilities.

HOTEL — A building, or portion thereof, containing rooms occupied by transient guests who are lodged for payment, with or without meals, and in which there may be provided such services as are accessory and incidental to the use thereof as a temporary residence, such as dining, conference centers, recreational facilities and gift shops for the guests of the hotel.

HOUSE OF WORSHIP — A building, or portion thereof, together with its accessory buildings and uses, where persons regularly assemble for religious worship, services, and social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain ceremonies and purposes.

INDUSTRIAL USES — A business use or activity at a scale greater than home industry, involving the manufacture, fabrication, processing, reduction, assembly, or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, or appearance thereof.

IN-LAW APARTMENT — See "apartment, accessory."

LAUNDROMAT — A facility which provides self-service washing or drying for use by retail customers.

LIVE/WORK — A dwelling which is owner-occupied, and which provides a commercial ground floor space and residential space above, for the family, craft or business and retail space for creating sales.

LOT — (Includes "plot") A parcel of land occupied or capable of being occupied by one building and the accessory buildings or uses customarily incident to it, including such open spaces as are required by this chapter.

LOT, CORNER — A lot at the junction of, and having frontage on, two or more intersecting streets.

LOT, DEPTH — The mean distance between the front and rear lot lines, measured in the general direction of its side lot lines.

LOT LINE — Any line dividing one lot from another or separating a lot from a street right-of-way line.

LOT, THROUGH — A lot having frontage on two streets, but not at the intersection of those two streets.

LOT, WIDTH — The mean distance of a lot measured at right angles to its depth, at the required setback line.

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MEMBERSHIP CLUB — An unincorporated association of persons for common social purpose or an association incorporated under the Membership Association Law, and which association or membership corporation is not conducted for profit and is not a part of, related to, or associated with a profit-making venture and which is managed by officers or directors, serving without pay and chosen or elected directly by members who form such an association or membership corporation.

MIXED USE — A development or a single building in which there may be a blend of uses, including residential, commercial, cultural, institutional, or industrial, where those functions are physically and functionally integrated; most prominently a ground floor with a restaurant, theater, or retail shop and offices and/or residential use above.

MOBILE HOME — A structure mounted on axles and wheels containing living facilities and which was designed to be towed by an automobile or truck from place to place. Such structure will not be considered a mobile home for purposes of this chapter if it is placed on a permanent foundation and modified to meet applicable building code requirements for a residential structure.

MOTEL — See "hotel."

MUSEUM — A building serving as a repository for a collection of natural, scientific or literary curiosities, objects of interest or works of art, and arranged, intended and designed to be used by members of the public for viewing, with or without an admission charge, together with customary accessory uses, including, for example, retail sale of goods to the public; cafe food service, art, dance and music performances, literary readings, and showing of films.

NEIGHBORHOOD RETAIL — A store serving the local retail business needs of the residents of the neighborhood, including but not limited to books, flowers, clothing, groceries, and pharmaceuticals.

NONCONFORMING LOT — Any lot lawfully existing on record on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such lot is situated as a result of the enactment.

NONCONFORMING STRUCTURE — Any building lawfully existing on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such building is situated as a result of the enactment.

NONCONFORMING USE — Any use lawfully existing on the effective date of this chapter, or any amendment thereto, that does not conform to the district use regulations of this chapter for the zoning district in which such use is situated as a result of the enactment.

NURSING HOME — An institution, licensed by the State of New York, which provides nursing care and related medical services on a twenty-four-hour basis to primarily nontransient clients for remuneration.

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OFFICE PARK — A group of two or more principal buildings and their accessory uses, together with any open space remaining, located on one lot, which buildings have a unified site plan and shall be designed to function as one project. The buildings in an office park shall be occupied or used principally for businesses or professional offices that are designed, constructed, and maintained on a coordinated basis.

OPEN SPACE — That portion of the lot that is unencumbered by any structure or any other impervious surface.

PARKING AREA, COMMUNITY — A building, or part thereof, or a surface used for parking vehicles for remuneration.

PARKING SPACE — A space available for the parking of one vehicle.

PARKS, OPEN SPACE AND RECREATION — Those areas owned or used by the City, other public entity or government, or nonprofit organizations that are devoted to parks, playgrounds, recreation areas, nature preserves, or open space.

PERSONAL SERVICES — An establishment that is primarily engaged in frequent or recurring provision of individual services generally related to personal needs, and is not separately defined herein. These uses may also include accessory retail sales of products related to the service provided. Examples of personal services include but are not limited to: barbershops, nail salons, massage facilities, tailors.

PROFESSIONAL OFFICE — The office of a member of a recognized profession maintained for the conduct of that profession in any of the following related categories: architectural, engineering, planning, law, interior design, accounting, insurance, real estate, medical, dental, optical, or any similar type of profession.

PUBLIC UTILITY — Any person, firm, corporation, or governmental agency duly authorized to furnish to the public, under governmental regulation, electricity, gas, water, sewage treatment, steam, cable television, telephone, or telecommunications but shall not mean any person or entity that provides wireless telecommunication services to the public.

RECREATIONAL VEHICLE — A vehicular unit, which is designed as a temporary dwelling for travel, recreational, and vacation use, and which is self-propelled, mounted on, or pulled by another vehicle. Examples include, but are not limited to a travel trailer, camping trailer, truck camper, motor home, fifth-wheel trailer, or van camper.

RESIDENTIAL CARE FACILITY — 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.

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RESTAURANT — Any establishment where the principal use is the preparation and sale of food and beverages to customers seated at a table or counter, served by a waiter or waitress, or at a buffet for consumption of the food on the premises. A restaurant may include the serving of alcoholic beverages and the provision of carry-out food service if they are incidental to the consumption of food and beverages. The term "restaurant" does not include a business whose principal operation is as a bar, cabaret, carry-out food service, or a fast-food establishment.

RESTAURANT, CARRY-OUT — Any establishment where food and/or beverages are prepared and served in a ready-to-consume state and whose design or principal method of operation includes one or both of the following characteristics: customers order from a menu board or serve themselves from a buffet and principally carry out their food and/or beverages for consumption off premises.

RESTAURANT, FAST-FOOD — Restaurants where most customers order and are served food inside the premises at a counter, to be taken to a table for consumption or in packages prepared to leave the premises. See "drive-thru" for where customers are served their food in a motor vehicle through a service window, in packages prepared to leave the premises.

RETAIL — A business that sells goods directly to the general public, for business, personal or household consumption, where such goods are available for immediate purchase and removal from the premises by the purchaser and are not defined elsewhere in this chapter. Retail businesses include but are not limited to hardware stores, liquor stores, newsstands, shoe stores, stationery stores, convenience stores.

RIGHT OF WAY – a legal right that allows for passage over another person's ground. As used in §300-21, a parcel of property over which pedestrians or vehicles may legally pass over or through for purposes of public travel.

ROOMING HOUSE — Any dwelling, other than a boardinghouse, within which are boarding units rented individually and occupied for sleeping and/or living purposes to nontransient occupants. No common rooms are provided for the use of the residents.

SCHOOL OF GENERAL INSTRUCTION (EDUCATIONAL SERVICES) — Any public school operated under the laws of the State of New York or nonpublic school offering courses in general instruction at least five days per week and seven months per year and generally serves students in grades corresponding to Pre-K through 12th grade.

SELF-STORAGE — A building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for storage of personal property.

SETBACK — The horizontal distance from such lot line to the part of the building which is nearest to such line.

SHOPPING CENTER — An area planned, as a whole with one site plan approval, for occupancy by three or more retail stores, light industrial uses, or professional offices with common accessory parking, that are designed, constructed, and maintained on a coordinated basis.

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SHORT-TERM, IN-HOME LODGING FACILITY— Lodging for paying guests for no more than one room and no more than three guests and for no more than 15 days. (See "bed-and-breakfast.")

SIGN — Includes every sign, billboard, general sign, wall sign, roof sign, illuminated sign, projecting sign, temporary sign, marquee and canopy and shall include any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person when the same is placed out-of-doors in view of the general public.

STORAGE YARD — A building or area of land where a person, firm or corporation engaged in the construction business, or a related field, stores building materials, equipment and supplies exclusively in the business as a contractor.

STORY — The portion of a building which is between one floor level and the next higher floor level, or the roof. If a mezzanine floor area exceeds 1/3 of the area of the floor immediately below, it shall be deemed to be a story. A basement shall be deemed to be a story when its ceiling is six or more feet above the finished grade. A cellar shall not be deemed to be a story if unfinished and without human occupancy.

STORY, HALF — A story under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

STREET — A public or private way which affords the principal means of access to abutting properties.

TATTOO PARLOR — Any building or premises in which a tattooist lawfully conducts his or her practice of marking a body with indelible ink or pigments.

TAXI SERVICE — A service that offers transportation in motor vehicles to persons for compensation. The business may include facilities for servicing, storing, and fueling the vehicles.

TECHNICAL SCHOOL — A school established to provide for the teaching of industrial, clerical, managerial, trade, or artistic schools.

THEATER/AUDITORIUM — A place of public assembly used for spectator presentations including movie or professional theater, indoor concert venue or other performance with temporary or permanent seating, for admission to which an entrance fee is received.

TOWNHOME — See "dwelling, row or attached."

TRAILER — Any vehicle without motive power, designed to be towed by a motor vehicle, except as defined elsewhere herein.

TRANSIENT — Temporary daily or weekly occupancy.

USE, ACCESSORY — A use that is clearly incidental to the principal use of a building or lot.

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WHOLESALE — An establishment primarily engaged in the display, storage, distribution and sale of merchandise to retailers, to industrial, commercial, institutional, or professional business users, or to other wholesalers, or acting as agents or brokers and buying merchandise for or selling to such individuals or companies. Such establishments are not generally open to the general public.

YARD (FROM REAR, SIDE) — The portion of the lot between the lot line and the required setback; or if no minimum setback is required the portion of the lot between the lot line and the facade of the building.

Article IV Land Use And Overlay Districts

§ 300-21. Establishment of districts.

For the purposes listed in § 300-4, the City of Newburgh is hereby divided into the following zoning districts:

A. Traditional zoning districts:

- (1) R-1 - Single-Family District – zone characterized by one, single-family dwelling per lot.
- (2) Residential - Low-Density (R-Low) – zone characterized by detached, single-family dwellings per lot, with allowances for two and three-family dwellings and other housing types, facilities and services that meet the needs of the community and residents, provided they are at a scale and density compatible with the landscape character in the zone.
- (3) Residential - Medium-Density (R-Med) – zone characterized by one to four-family structures and limited commercial uses that are functionally compatible with intensive residential use.
- (4) Residential - High-Density (R-High) – zone characterized by structures that accommodate large numbers of residential dwelling units in limited space in areas within easy pedestrian access to commercial areas and public facilities within the City.
- ~~(5) Planned Office District (PO).~~
- (5) Commercial District (CD) – zone characterized by primarily retail and service-related businesses, and under closely controlled conditions, light industrial uses that are frequented by the general public.
- (6) Conservation Development District (CDD) – as defined in Section 300-33.
- (7) Industrial District (IND) – zone characterized by commercial activity focused on manufacturing, packaging, storage/warehousing, or wholesale production of goods.

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(8) Right of Way (R-Way) – a parcel of property over which pedestrians or vehicles may legally pass over or through for purposes of public travel.

(9) Park – areas owned or used by the City, State, or other government entity for the purpose of being used as parkland, playgrounds, recreation areas, nature preserves, or open space.

B. Form-based districts:

(1) Broadway Corridor (BC) – as defined in Section 300-127.

(2) Downtown Neighborhood (DN) – as defined in Section 300-127.

(3) Waterfront Gateway (WG) – as defined in Section 300-127.

(4) Planned Waterfront District (PWD) – as defined in Section 300-127.

C. Overlay districts:

(1) In addition to these land use districts, the following overlay districts are hereby created:

(a) East End Historic District Overlay (EEH) – see generally, §300-36 through §300-45.

(b) Colonial Terraces Architectural Design District Overlay (CTA) see generally, §300-36 through §300-45.

(c) Waterfront Protection Overlay (WPO) – as defined in Section 300-46.

(d) Neighborhood Commercial Overlay (NC) – as defined in Section 300-47.

(2) Overlay districts do not change the use and dimensional requirements of the underlying land use districts, unless specifically so stated in this chapter. On any given parcel of land, more than one overlay district may apply.

§ 300-22 Zoning Map.

A. The location and boundaries of the zoning districts are established as shown on the Zoning Map of the City of Newburgh, attached hereto and made a part of this chapter.

B. Readoption of Maps. The Official Zoning Map shall be kept in the office of the City Clerk, the Building Inspector/Code Enforcement, and the Planning Department, and shall be reviewed for accuracy and updated at least once annually with any Zoning Map amendments adopted in the previous year by the City Council or its designee.

C. Zoning Map amendment. Changes may be made in district boundaries or other matter portrayed on the Zoning Maps only by zoning amendments adopted by the City Council. Such

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changes shall be noted by the City Clerk on the Official Zoning Maps promptly after the City Council adopts such an amendment.

- D. Final zoning authority. Each ordinance adopting an amendment shall be the final authority as to the current status of lands, structures and uses in the City.
- E. Authorized Map changes. Any unauthorized Map change made by any person shall be considered a violation of this chapter, punishable under Article XIV of this chapter.

§ 300-23 Interpretation of district boundaries.

Where uncertainty exists with respect to the boundaries of any of the zoning districts, the following rules apply:

- A. Where district boundaries are indicated as approximately following or parallel to the center lines of streets or highways, or the boundaries of streets, highways, or rights-of-way, the district boundary shall be construed as following or being parallel to said center or boundary lines.
- B. Where a land use district boundary divides a lot line in a single ownership existing at the effective date of this chapter, the City Planning Board may grant a special use permit to allow the uses authorized and the district requirement of the less restricted portion of such lot to extend up to a maximum of 50 feet into the more restricted portion of the lot. This provision shall not apply to overlay districts.
- C. Where district boundaries are so indicated that they approximately follow lot lines in effect at the time of the effective date of this chapter, the district boundary shall be construed as following said lot line.
- D. Where the boundary of a district follows shorelines, streams, creeks and waterbodies, said boundary shall be deemed to follow such shorelines and, in the event of change in the shoreline, shall be deemed as moving with the actual shoreline.
- E. Where the boundary of a district follows shorelines, creeks, streams, lakes, or other bodies of water, said boundary line shall be deemed to be at the limit of the jurisdiction of the City, state or federal agency, unless otherwise indicated.
- F. Within the Water Protection Overlay District, where the overlay district is based upon natural features, such boundaries may be more precisely established through field investigation by a qualified professional.

§ 300-24 Higher standards to prevail.

In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements. Whenever the requirements of this chapter are at variance with the

requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the highest standards, shall govern.

§ 300-25 through § 300-30. (Reserved)

**Article V
Land Use District Regulations**

§ 300-31 Allowable uses; accessory and mixed uses; change of use.

- A. Purpose. The use regulations in this article are intended to allow flexibility of land use to encourage business development that is consistent with the character and scale of the City of Newburgh. In reviewing applications for special use permits and site plan approval, the City Planning Board shall impose any conditions that may be necessary to ensure that a proposed use will be compatible with its surroundings. The City Planning Board shall deny any proposed use which does not satisfy the criteria in this chapter.
- B. Use restrictions and Schedule of Use Regulations. No structure or land shall be used except as provided in the Schedule of Use Regulations. In the event that a particular proposed use does not fit into one of the categories shown on the Schedule of Use Regulations, it shall be considered to be prohibited.

Schedule of Use Regulations Key

- P Designates a use permitted by right. Usually requires a building permit and a certificate of occupancy from the Building Inspector, but does not require review by any municipal board.
- P* Designates a use permitted by right subject to site plan review by the City Planning Board (Article XI)
- S Designates a use permitted by special use permit of the City Planning Board (Article XII)
- A Designates a use that is permitted as a use accessory to a use permitted by right, with site plan approval, or with a special use permit.

Schedule of Use Regulations [See Table]

- C. Prohibited uses. Any use, whether or not listed in the Schedule of Use Regulations, is prohibited if it does not satisfy the standards and criteria in §§ 300-31 and 300-129.
- D. Accessory uses. Uses customarily incidental and subordinate to principal uses shown on the Schedule of Use Regulations shall be allowed on the same terms as the principal uses, whether or not on the same lot, unless otherwise indicated on the Schedule of Use Regulations. Noncommercial recreational use shall be permitted as an accessory use in all districts.

- E. Mixed use. The City of Newburgh encourages the mixing of uses where such mixing does not create land use conflicts. Accordingly, all special use permit and/or site plan reviews for the same project shall be consolidated into one proceeding before the City Planning Board for site plan approval.
- F. Change of use or structure. ~~A change of use is the initiation of a use that is in a different use category, as listed on the Schedule of Use Regulations, from the existing use of the site or structure. A change of ownership, tenancy, or occupancy, or a change from one use to another within the same category shall not be considered a change of use, unless the change would result in the expansion of any existing use or any change of use of a property or structure, enlargement or addition of a sign or an increase of more than 20% in vehicle trip generation as indicated in current trip generation rates contained in the publications Trip Generation or Trip Generation Handbook published by the Institute of Transportation Engineers (ITE).~~ A change of use is a change in the purpose or level of activity within a building that implicates a change in application of the requirements of the New York State Uniform Fire Prevention and Building Code or the requirements of this Chapter. The following exceptions shall not be considered a change of use: (i) a change of ownership, tenancy, or named occupant(s) of a property or building; (ii) a decrease in the number of units within a building provided the proposed purpose remains the same as the purpose allowed on a valid Certificate of Occupancy; (iii) an increase in the intensity of a one, two, three, or four-family structure by no more than a 20 percent increase in square footage and a 20 percent increase in the number of units proposed.
- (1) Uses by right (P). Any change of use of land or existing structures to a use permitted by right without site plan review (P on the Schedule of Use Regulations) shall not require approval from the City Planning Board or the Building Inspector. This shall not affect applicable requirements for obtaining building permits for construction or expansion of a structure from the Building Inspector under Chapters 121, 122, 125, and 126 of the Code of the City of Newburgh.
- (2) Uses by right subject to site plan review (P*). Except for one- and two-family dwellings on a single lot, any change of the use of an existing structure to a use permitted by right subject to site plan review shall require site plan review only if it involves:
- (a) The development or redevelopment of any property or structure, including but not limited to vacant property, for a new use.
- (b) Any use requiring a special use permit, subject to any exceptions contained in Articles XII and XIII of this chapter.
- (c) The expansion of any existing use or any change of use of a property or structure, where the City Planning Board has determined that the alteration will substantially intensify the use or substantially modify the site with respect to the generation of traffic, pedestrian movement, parking needs, noise, glare, exposure to hazard from fire or flood, utilization of water supply, sanitary sewer, drainage or other utility system and may have a substantial impact upon the character or environment of the surrounding area. This includes an increase in density in residential areas.

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(3) Uses by special use permit ("S" on the Schedule of Use Regulations).

- (a) A special use permit shall be required for any change of use from a use that does not require a special use permit, or a use permitted in the zone, to a use that does require a special use permit.
- (b) Once a special use permit has been granted, it shall run with the land and apply to the approved use and to all subsequent owners, tenants and occupants engaged in the same use. The special use permit shall also apply to any subsequent use of the property in the same use category, provided that such use has no greater impact on adjoining properties, complies with all terms and conditions of the special use permit, and does not involve new construction, enlargement, exterior alteration of existing structures, increased parking, or other changed use of outdoor areas. Any change to another use allowed by special use permit shall require the granting of a new special use permit or a special use permit amendment.

G. Rebuilding, replacement, expansion of structures. The rebuilding/replacement on the same footprint of any structure for a use which requires site plan review (P*) or a special use permit (S) shall require site plan review, even if it is a continuation of the same use.

H. Special site design considerations.

- (1) In the Conservation Development District (CDD). The purpose of the CDD is to encourage conservation of environmental resources in exchange for flexibility in building and area requirements and the potential for granting more intensive development if conservation goals stated in § 300-33 are achieved. A minimum of 50% of net land shall be preserved by a permanent conservation easement or deed restriction as open space. Buildings shall have a maximum height of four stories or 50 feet and a maximum length of 200 feet. Additional regulations for the CDD are in § 300-33.
- (2) Buildings shall be placed in front of their parking lots to screen the parking from the road. This requirement shall not apply if the entire site is screened from the road by natural vegetation and/or natural topography. The City Planning Board may modify or waive this requirement where unusual lot configurations, such as corner lots or through lots, make compliance with this requirement impractical or impossible or where the predominant character of surrounding development is such as compliance with this requirement would serve no useful purpose, provided that the applicant minimizes the visual impacts of such parking areas.

§ 300-32 Density and dimensional regulations.

A. Applicability. The density and dimensional regulations in this section apply to the traditional zoning districts, as defined in § 300-21. The density and dimensional regulations for the form-based districts, as defined in § 300-21, are regulated in Article XV of this chapter.

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- B. Purpose. The restrictions and controls in this section regulate development as set forth in the Schedule of Bulk, Area, and Parking Regulations, which are supplemented by the other sections of this chapter. This chapter shall not interfere with or abrogate or annul any easement, covenant or other agreement between parties; provided, however, that when this chapter imposes a greater restriction on the use of buildings or land or on the height of buildings or requires larger open spaces or imposes any higher standards than are imposed or required by any other statute, law, ordinance, rule or regulation, or by any easement, covenant or agreement, the provisions of this chapter shall control. Where the requirements of this chapter differ from the requirements of another statute, law, ordinance, rule or regulation, the more restrictive shall govern.
- C. Exempt uses. The provisions of this article shall not apply in any of the following instances:
- (1) Public parks, playgrounds or similar recreational areas owned or operated by a governmental authority with permission of the Building Inspector.
 - (2) Firehouses, police stations, or other public safety uses owned or operated by the City of Newburgh, Orange County, or by any governmental authority, with permission of the Building Inspector.
 - (3) Other municipal buildings, uses, or utility services operated by the City of Newburgh with permission of the Building Inspector.
- D. Additional dimensional requirements.
- (1) Corner lots. A yard equal to the required front yard shall be provided with respect to any lot line that abuts a street. The other yards shall be deemed to be side yards.
 - (2) Through lots. The Building Inspector shall designate a front and rear yard in keeping with the predominant development pattern of the area and/or to promote consistency with the goals of the Comprehensive and Land Use Plans.
 - (3) With respect to one-, two-, three-, and four-family houses, no more than one principal building and its accessory structures and uses may be located on one lot.
- E. Subdivision of a lot. Where a lot is subdivided from an existing lot already occupied by a building or structure, both the existing lot and the newly subdivided lot shall conform to the requirements of this chapter with respect to existing building(s) and all yards and other required spaces in connection therewith.
- F. Required street frontage. No building permit shall be issued nor shall any site plan be approved for the construction of any new building or structure unless the lot upon which the use is to be established or such structure is to be built has frontage of at least 20 feet on a dedicated public street or on a street or highway which has been suitably improved to City road standards or a bond posted therefor and unless the actual access to such use or such structure will be over such frontage.

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- G. Multiple residential buildings on one lot. A lot may contain more than one principal apartment house, provided that the lot conforms to the applicable density requirements of the underlying zoning district. Such lot may not later be subdivided unless the subdivided lots conform to the dimensional regulations in effect when the subdivision is proposed.
- H. Projections into required yards.
- (1) Every part of a required yard shall be open from its lowest point to the sky unobstructed, except for the ordinary projection of sills, belt courses, pilasters, leaders, chimneys, cornices, eaves and ornamental features, provided that no such projection may extend more than four feet into any required yard.
 - (2) Bays, including their cornices and eaves, may extend not more than four feet into any required yard, provided that the sum of such projections on any wall shall not exceed 1/3 the length of such wall.
 - (3) An open fire balcony or fire escape may extend not more than four feet into any required yard.
 - (4) Steps and stairs may extend not more than four feet into the required side or rear setback area.
 - (5) Awnings or movable canopies may extend not more than four feet into the required side or rear setback area.
- I. Height exceptions. The height limitations in the Dimensional Table shall not apply to any flagpole, radio or television receiving antenna, spire or cupola, chimney, elevator or stair bulkhead, parapet or railing, water tank, or any similar nonhabitable structure, provided that such structure is firmly attached to the roof or side of a building and covers no more than 10% of the roof area.
- J. Setbacks for accessory structures and uses.
- (1) Any accessory structure attached to a principal building and any detached garage, tennis court, or swimming pool shall comply with the minimum setback requirements of this chapter applicable to the principal building. Other detached accessory structures or uses may encroach into required setback areas, provided that they:
 - (a) Are not used for human habitation;
 - (b) Have a footprint no larger than 200 square feet;
 - (c) Do not exceed 16 feet in height;
 - (d) Do not occupy more than 10% of the rear setback area;

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- (e) Are set back at least 10 feet from side lot lines;
 - (f) Are not located closer to the street than the front yard setback required for a principal building, except for fences, gates, mailboxes, signs, with less than 100 square feet of footprint, as well as ornamental structures, such as entry pillars and statues; and
 - (g) Are not used for housing animals.
- (2) For corner lots, the setback from all streets shall be the same for accessory structures as for principal buildings.
- (3) For watercourse setbacks see § 300-46.
- K. Setbacks involving irregular buildings and lot lines. Where structures or lot lines are irregular or unusual in configuration, all points on the structure shall satisfy the minimum setback requirements from that point on the lot line which is the shortest distance from the structure.
- L. Fences (including hedges). The setback requirements of this chapter shall not apply to any fences less than four feet high in any front, side, or rear yard, except where corner clearances are required for traffic safety.

Schedule of Bulk Regulations [See Table]

§ 300-33 Conservation Development District.

- A. Purpose and intent. The purpose of the Conservation Development District (CDD) is to encourage conservation of environmental resources in exchange for flexibility in bulk and area requirements and the potential for granting more intensive development if conservation goals stated herein are achieved. The primary goals of the CDD are to:
- (1) Preserve open space.
 - (2) Preserve or enhance environmentally sensitive features.
 - (3) Protect steep slopes by preserving vegetative cover to minimize the impacts of erosion and sedimentation.
 - (4) Provide opportunities for on-site stormwater management and groundwater recharge.
 - (5) Protect and enhance scenic views.
 - (6) Encourage flexibility in the design of residential land uses that may not be permitted under traditional zoning regulations.
 - (7) Promote a range of housing types.

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(8) Create on-site recreation opportunities.

(9) Promote integration with neighboring land uses through trails and waterfront access points.

B. Allowable uses. Any uses permitted by right in the Residential R-1, R-Low, R-Med and R-High Districts.

C. Definitions. For the purposes of this section, "environmental resource areas" are areas of slopes over 20%, delineated wetlands, streams, lakes, and their adjacent one-hundred-foot buffers, one-hundred- and five-hundred-year floodplains and floodways, areas within the WPO, ridgelines, scenic viewsheds, ecologically sensitive areas and other environmentally sensitive features determined by the City Planning Board.

D. Standards.

(1) Multiple parcels allowed. Contiguous parcels under common ownership may be considered as one site under this section.

(2) Applications for site plan approval must be in keeping with, and further the goals stated in, the purpose and intent of this section.

(3) Dimensional standards. The density and dimensional standards in § 300-32 and all other density and dimensional regulations in this chapter, other than those contained in this section and the parking and loading requirements in Article IX, shall not apply and are superseded by this subsection. Dimensional and density standards shall be approved by the City Planning Board based on physical characteristics of the site, the character of the proposed development, relevant performance standards in this chapter, and the requirements of the SEQRA process.

(a) The number of dwelling units allowed in a CDD shall be equal to the gross area of the CDD site less the environmental resource areas; the remaining number divided by 3,000 square feet.

(b) Applicants in the CDD may be eligible for a density bonus of up to 20%, at the discretion of the City Planning Board, based on the plan's furtherance of the purposes of this article.

(c) Buildings shall have a maximum length of 200 feet.

(d) Buildings shall have a maximum height of four stories or 50 feet. However, the City Planning Board may adjust the maximum allowable height in order to maintain compatibility with surrounding land uses or to protect important views or to protect, preserve, and enhance the environmental features of the site.

- (e) Maximum impervious coverage shall be 15% of the total gross land area, including preserved open space areas.
- (4) A minimum of 50% of the land area of the parcel shall be preserved by a permanent conservation easement or deed restriction as open space. Open space land preserved under this subsection may include ponds and streams, wetlands and wetland buffers, steep slopes, ridgelines, scenic viewshed areas, and recreational areas, such as trails. It shall not include land that is covered by impervious surface other than trails or paths.
- (5) Each CDD site must include passive recreation on the site, such as walking trails.
- (6) The development area shall be treated as a unit. Regardless of the form of ownership of the property or its division into separate parcels, the open space, and other dimensional requirements in this section shall apply to the entire area zoned CDD and not to any individual parcels or lots which are portions thereof.
- (7) Off-street parking must be provided on the CDD site in accordance with requirements stated in Article IX. Parking areas must be screened from environmental resource areas and adjacent residentially zoned parcels, except where doing so would not further the goals of this section (i.e., parking areas of two adjacent CDD sites may abut each other without screening).
- (8) Adequate internal circulation must be provided, including adequate access for emergency vehicles.
- E. Application procedure. For any application within the Conservation Development District, the applicant shall prepare a conservation analysis of the land (as described in § 300-33D) to be submitted with the site plan application. The site plan application in a CDD shall also contain such other information as the City Planning Board deems necessary to determine whether or not the plan complies with the requirements of this subsection. The site plan application package shall also include a management plan for the future of the proposed development as a unified entity.
- F. The City Planning Board shall refer applications for site plan approval under this section to the Conservation Advisory Council (CAC). The CAC has 30 days from the referral to provide its comments on the application.

Article X

Nonconforming Uses and Structures

§ 300-76 Continuation of nonconforming uses and structures.

- A. Any structure or use which was legal when built or commenced and which was in existence on the effective date of this chapter, or amendment of this chapter, which becomes nonconforming as a result of such enactment or amendment of this chapter, may be continued as a legal nonconforming use.

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- B. Nothing herein contained shall require any change in plans, construction or designated use of a building for which a building permit has been heretofore issued and the construction of which shall have been diligently prosecuted within three months of the date of such permit and the ground story framework of which, including the second tier of beams, shall have been completed within six months of the date of the permit and which entire building shall be completed according to such plans as filed within one year from the effective date of this chapter.

§ 300-77 Discontinuance and reestablishment.

- A. Discontinuance. Whenever a nonconforming use has been discontinued for a period of 18 months, such use shall not thereafter be reestablished except as provided in § 300-78A, and any future use shall be in conformity with the provisions of this chapter.
- B. Once changed to a conforming use, no building or land shall be permitted to revert to a nonconforming use.
- C. Reestablishment. The City Planning Board may issue a special use permit for the reestablishment of the use after the eighteen-month period has expired if the applicant has been prevented from continuing the use during the one-year period due to strikes, acts of God, disability, or other similar hardship beyond the applicant's control.

§ 300-78 Change of nonconforming uses.

- A. A nonconforming use of a structure or parcel of land may, upon special use permit by the City Planning Board, be changed to another nonconforming use which is of the same or lesser impact, except that no use prohibited by Article V shall be permitted under any circumstances. No structure in which a nonconforming use has been changed to a use of lesser impact shall again be devoted to a nonconforming use with greater impact. In determining whether a use is of greater or lesser impact, the City Planning Board shall consider the impact criteria listed in § 300-104. No nonconforming use shall be extended or expanded to displace a conforming use.
- B. Any nonconforming use of any open space on a lot outside a structure or of a lot not occupied by a structure shall not be extended.
- C. Any conforming principal use of a nonconforming structure may be extended throughout the existing structure.
- D. A nonconforming structure shall not be moved to any other location on the lot or any other lot unless every portion of such structure, the use, and the lot shall be deemed conforming.

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§ 300-79 Restoration, expansion and repair.

A nonconforming use or structure shall not be extended, enlarged, or structurally altered except as provided below.

- A. Any nonconforming use or structure determined to be unsafe may be restored to a safe condition, provided that such work on any nonconforming structure shall not place it in greater nonconformity.
- B. A building used for residential purposes that is a nonconforming structure or use may be rebuilt in the event of its total or partial destruction by fire or other causes in accordance with the provisions provided below. Such rebuilding shall require site plan approval by the City Planning Board.
 - (1) The area occupied by the foundation of the building must occupy the same or lesser amount of the area occupied by the damaged building.
 - (2) The rebuilt structure may not exceed the original height of the total or partially destroyed structure.
 - (3) The total square footage of the repaired or rebuilt building must be the same as or less than the damaged or destroyed building.
- C. "Building used for residential purpose" as used herein, shall mean a building which at the time of the damage by fire or other causes was used solely for residential purposes or, if the building was vacant, that it is designed solely for residential purposes.

§ 300-80 District changes.

Whenever the boundaries of a district shall be changed so as to transfer an area from one district to another district of a different classification, the foregoing provisions shall also apply to any nonconforming uses existing therein.

§ 300-81 Special permit uses.

Any preexisting legal use which is allowable by special use permit under this chapter, but which has not been issued a special use permit, shall be considered a permitted use. The expansion of such a use shall require site plan approval unless such expansion has been permitted by a prior site plan approval.

§ 300-82 Construction started prior to effective date.

Any structure, for which construction was begun prior to the effective date of this chapter, or of any amendment thereto, may be completed and used in accordance with the approved plans and specification for such structure. Any structure for which construction has not begun pursuant to approved plans shall be subject to the provisions of this chapter and any amendments thereto, even

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if all preconstruction approvals have been granted. For purposes of this section, "beginning construction" shall mean excavation and the pouring of footings or the installation of any other means of permanently attaching a structure to the ground.

§ 300-83 Existing nonconforming lots.

A. Any lot of record created prior to the effective date of this chapter which does not comply with the area, density, or dimensional requirements of this chapter shall be deemed to comply with such requirements, ~~and no.~~ No variance shall be required for its development or for any addition to or other alteration of a structure, provided that the ~~following conditions are satisfied~~ lot area is no less than 1,500 square feet.

~~(1) The following minimum area and dimensions are maintained, unless smaller dimensions are permitted in the district:~~

~~(a) Lot area: 2,000 square feet.~~

~~(b) Side setback: 15% of lot width but not less than five feet per side.~~

~~(c) Rear setback: 15% of lot depth but not less than 10 feet.~~

~~(2) All Health Department regulations are satisfied.~~

B. A nonconforming lot may be subdivided only if the subdivision plat shows that every subdivided portion of such lot will be merged with adjoining properties to ~~increase the area of~~ such properties, thereby eliminating eliminate the nonconforming lot.

C. Notwithstanding the foregoing ~~provisions~~, any undeveloped lot in a subdivision which was not properly approved by the City Planning Board or City Council or not filed in the office of the County Clerk and whose area or dimensions do not comply with the requirements of this chapter shall be considered a violation of this chapter and shall not be protected under Subsection A ~~of this section.~~

§ 300-84 through § 300-85. (Reserved)

Schedule of Use Regulations (§ 300-31)

Use							Commercial District Overlay/ Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
	R-1	Low- Density Residential	Medium- Density Residential	High- Density Residential	Commercial	Industrial						
Residential												
Apartment house			P*	P			P*	P*	P	P*	P*	P*
Four-family dwelling			P	P*			P*	P*	P	P*	P*	P*
Two- or three-family dwelling		P*	P	P				P*	P	P	P*	P*
Row or attached dwelling (townhome)		P	P					P*		P	P*	P*
Two-family detached dwelling		P*	P	P				P*		P	P*	
One-family detached dwelling	P	P*	P	P				P*		P	P*	P*
Residential care facility			S	S				P*	P	P	P*	P*
Cooperative house		P	P	P					P	P	P*	P*

Use	Residential				Commercial	Industrial	Commercial District Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential			Neighborhood Commercial Overlay					
Accessory apartment	A;S	A	A	A								
Bed-and-breakfast		A;S	A;S	A;S				A;S	A;S	A;S	A;S	A;S
Short-term in-home lodging	A;S	A	A	A				A	A	A	A	
Boardinghouse		S	S									
Customary home occupation		A;S	A;S	A;S				A;S	A;S	A;S	A;S	A;S
Rooming house					S				S	S	S	S
Mixed use with residential			P*	P*					P*	P*	P*	P*
Live/work			P*	P*					P*	P*	P*	P*

Use	Commercial District Overlay/Neighborhood Commercial Overlay										
	Low-Density Residential (R-1)	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)	
Institutional											
Buildings, uses or facilities of any governmental unit			P*	P*	P*	P*	P*	P*	P*	P*	
Cemetery		P*	P*	P*	P*	P*	P*	P*	P*	P*	
College/university		P*	P*	P*				P*	P*	P*	
Community center		P*	P*	P*	P*	P*	P*	P*	P*	P*	
Parking lot		S	S	S	P	P	P	P*	P*	S	S
Community parking lot	S	S	P*	P*	P	P	P	P*	P*	S	S
Dormitories		A	A	A	A	A	A	A	A	A	A
Hospital				A	A		A	A;S	A		
House of worship		P*	P*	P*	P*			P*	P*	P*	P*
Membership club					S	S	S	S	P*	P*	P*
Museum					S	S	S	S	P*	P*	P*

Use	Commercial District Overlay/Neighborhood Commercial Overlay											
	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Parks, open space, recreational facilities		P	P	P	P	P	P	P*	P	P	P*	P*
Public libraries				P			p*		p*	p*		
School of general instruction			p*	p*	p*	p*			p*	p*	p*	

Use	Residential					Commercial		Commercial District Overlay/ Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial							
Commercial													
Activity facility					P*	P*		P*		P	P	P*	P*
Adult day-care facility				P*				P*		P	P	P*	P*
Adult uses					S	S							
Amusement center					P*	P*		P*		S	S		
Animal care facility					S	S				S	S		
Assembly hall				P*	P*	P*				P*		P*	P*
Bank					P*	A		P*		P		P*	
Bar					P*	P*		P*		P	P*	P*	P*
Billiard parlor					P*	P*				P	P*	P*	
Bowling alley					P*	P*		P*		P*	P*	P*	P*

[illegible]

Use	Land Use Districts											
	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Commercial District Overlay/ Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Movie or professional theater, indoor concert venue				S	S				S	S	S	S
Nursing home			S	S	S		S	S	P*	P*	P*	P*
Office park					P*	P*	P*					
Personal services					P	A	P		P	P	P*	P*
Restaurant					P*	A	P*		P	P	P*	P*
Restaurant, carry-out					P*	A	P*		P	P*	P*	
Restaurant, fast-food					P*	A	P*		P	P*	P*	
Retail					P	A	S		P	P	P*	P*
Retail, neighborhood			S	S	P	A	P		P	P	P*	P*
Self storage					P*	P*						
Shopping center					P*							
Tattoo parlor					P				P	P	P*	P*

Use	Commercial District Overlay/Neighborhood Commercial Overlay											
	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Taxi service				S	S	S	S		P*			
Technical school					S	P*	S		S	S	S	

Use	Commercial District Overlay/Neighborhood Commercial Overlay											
	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Industrial												
Agriculture		S	S	S	P*	P*	S	S				
Automobile gas station					S	S	S					
Automobile sales					S	S	S					
Automobile service/repair				S	S	S	S					
Automobile wash					S	S	S					
Boat repair						P*						S
Distribution facility/warehouse					P*	P*						
Dry cleaner; commercial laundry					P*	P*	P*		P*			
Industrial uses						P*						
Storage yard					P*	P*	S					
Wholesale					P	P*	P		P*			

Schedule of Bulk, Area, and Parking Regulations: Commercial and Industrial Zones (§ 300-32)

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Activity facility	P*	P*	P*	P	—	—	—	4	45	60%	1 per 4 people allowed during maximum occupancy
Adult day- care facility			P*	P	—	—	—	4	45	60%	1 per 300 square feet
Adult uses	S	S			—	—	—	4	45	60%	1 per 2 people allowed during maximum occupancy
Agriculture	P*	P*	S		As determined by City Planning Board and in accordance with facility master plan						
Amusement center	P*	P*	P*	S	—	—	—			60%	1 per 200 square feet
Animal care facility	S	S		S	—	—	—	4	45	60%	1 per 200 square feet

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Assembly hall/banquet hall	P*	P*		P*	—	—	—	4	45	60%	1 per 3 people allowed during maximum occupancy
Automobile gasoline station	S	S	S		10	5	10	1	15	60%	1 per 3 gas pumps; plus parking for accessory uses
Automobile service/repai r	S	S	S		10	5	10	2	25	60%	2 per repair bay
Automobile wash	S	S	S		10	5	10	1	15	60%	*
Bank	P*	A	P*	P	—	—	—	4	45	60%	1 per 300 square feet
Bar	P*	P*	P*	P	—	—	—	4	45	60%	1 per 150 square feet
Billiard parlor	P*	P*		P	—	—	—	4	45	60%	1.5 per table

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Boat repair		P*			10	5	10	2	25	60%	As determined by City Planning Board
Bowling alley	P*	P*	P*	P*	—	—	—	4	45	60%	3 per lane; plus parking for accessory uses if such uses occupy more than 300 square feet
Brewing of malt beverages or distilled spirits primarily for on-site consumption	P*	P*	P*	P*	10	10	10	4	45	70%	1 per 1,000 square feet
Business or professional office; office	P	P	P	P	—	—	—	4	45	60%	1 per 300 square feet
Cabaret	S	S		P	—	—	—	4	45	60%	1 per 100

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
											square feet
Car rental	S	P*		S	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for rental vehicles
Cemetery (3)	P*	P*	P*	P*	20	20	20	2	25	As determined by City Planning Board	
College/univ ersity				P*	As determined by City Planning Board and in accordance with facility master plan						
Cottage industry	S		P*		—	—	—	4	45	60%	1 per 500 square feet
Child day- care center	S		P*	P	—	—	—	4	45	60%	1.5 per classroom
Distribution facility/ware house	P*	P*			10	10	10	3	35	70%	1 per 1,000 square feet
Drive-thru	P*		P*	P*	—	—	—	4	45	60%	As determined by City Planning

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
											Board
Dry cleaner/com mercial laundry	P*	P*	P*	P*	10	10	10	3	35	70%	1 per 500 square feet
Funeral home	P*		P*	P*	—	—	—	4	45	60%	1 per 100 square feet or, 1 per 5 seats in chapel, whichever is greater
Hospital	A			A/S	As determined by City Planning Board and in accordance with facility master plan.						
Hotel/motel	P*			P*	—	—	—	4	45	60%	1.0 per room; plus parking for accessory uses
House of worship	P*			P*	0	20	20	4	45	70%	1 per 5 seats
Industrial uses		P*			10	10	10	3	35	70%	1 per 1,000 square feet

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Membership club	S	S	S	P*	—	—	—	4	45	60%	As determined by City Planning Board
Movie or professional theater	S			S	—	—	—	4	45	60%	1 per 4 seats
Museum	S	S	S	P*	—	—	—	4	45	60%	1 per 300 square feet
Nursing home	S		S	P*	0	10	20	6	60	55%	1 per 4 beds, or as determined by City Planning Board
Park	P	P	P	P	—	—	—				As determined by City Planning Board
Parking area, community	P	P	P	P*	5	5	5	4	45		
Personal services	P	A	P	P	—	—	—	4	45	60%	1 per 300 square feet

Use	Commercial Use Type	Industrial Use Type	District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Residential care facility				P	0	5	20	4	45	55%	0.33 per sleeping room (or as determined by City Planning Board)
Restaurant	P*	A	P*	P	—	—	—	4	45	60%	1 per 100 square feet
Restaurant, carry-out	P*	A	P*	P	—	—	—	2	25	60%	1 per 100 square feet
Restaurant, fast-food	P*	A	P*	P	—	—	—		25	60%	1 per 100 square feet
Retail store	P	A	S	P	—	—	—	2	45	60%	1 per 300 square feet
Retail, neighborhood	P	A	P	P							
Rooming house	S			S	—	—	—	4	45	60%	0.5 per boarding unit
Self storage	P*	P*			10	10	10	4	45	70%	1 per 1,000 square feet

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Shopping center	P*				—	—	—	4	45	60%	1 per 300 square feet
Tattoo parlor	P			P	—	—	—	4	45	60%	1 per 300 square feet
Taxi service	S	S	S	P	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for all fleet vehicles
Technical school	S	P*	S	S	—	—	—	4	45	60%	As determined by City Planning Board
Wholesale	P	P*	P	P*	10	10	10	4	45	70%	1 per 1,000 square feet

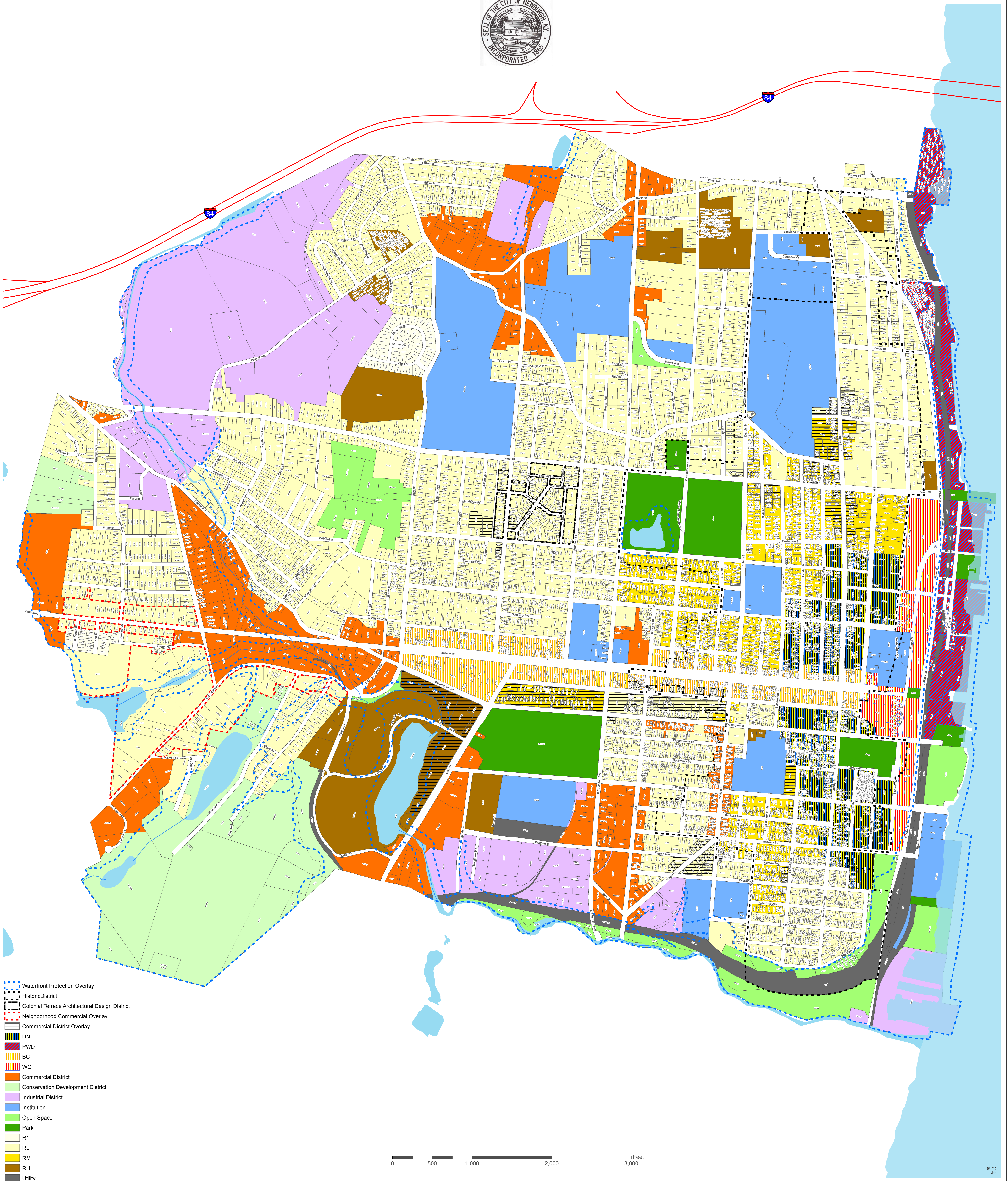
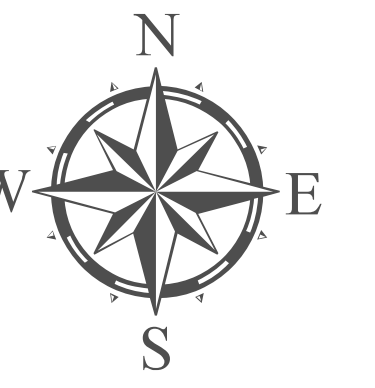
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NOTES:

- (1)Must also comply with § 300-53.
- (2)Parking subject to Article IX
- (3)Cemetery must have a minimum lot size of 40,000 square feet.

Accessory structures and uses are permitted pursuant to § 300-31, Accessory uses and structures, as well as the other applicable sections of this chapter.

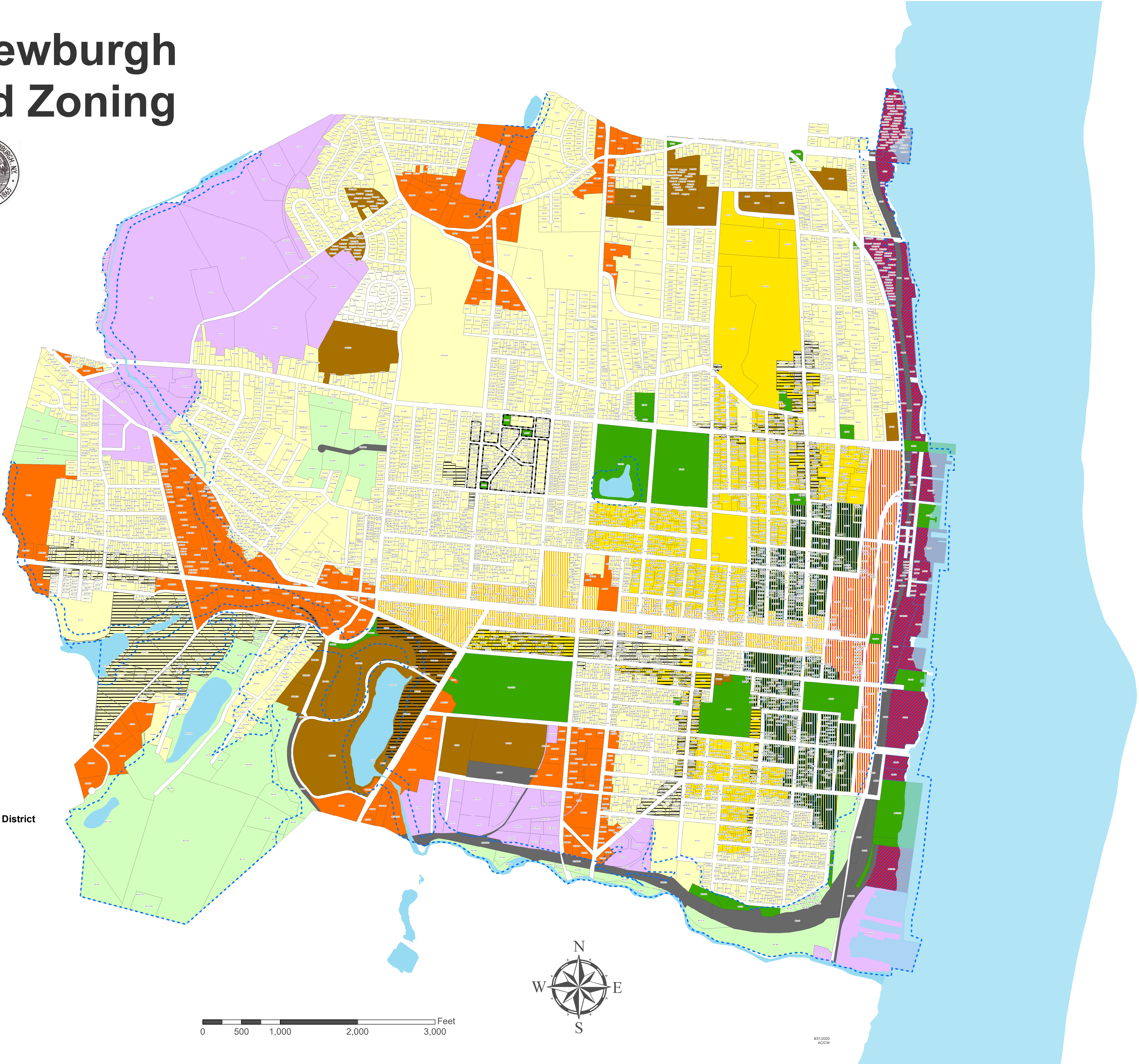
City of Newburgh Zoning



City of Newburgh Proposed Zoning



- Waterfront Protection Overlay
- Historic District
- Colonial Terrace Architectural Design District
- Neighborhood Commercial Overlay
- Downtown Neighborhood
- PWD
- BC
- WG
- Commercial District
- Conservation Development District
- Industrial
- Park
- R1
- RL
- RM
- RH
- ROW



RESOLUTION NO.: 213 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 28, 2020
TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S
PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
ANNUAL ACTION PLAN FOR FISCAL YEAR 2021**

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2021 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on September 29, 2020 and closing on October 28, 2020 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2021 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a second 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 FY 2021 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 28th day of September, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not meet in-person and in accordance with the Governor's Executive Order 202.1, as amended, the September 28, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed CDBG FY2021 Annual Action Plan as follows:

To view the livestream of the City Council Meeting visit: <https://www.cityofnewburgh-ny.gov/live-video-streaming>.

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:

https://zoom.us/webinar/register/WN_D3Hhg3ywTu600QeojfUpnA. Please note that there is an underscore between the “N” and “D”).

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Friday, September 25, 2020 through the Zoom App:

https://zoom.us/webinar/register/WN_D3Hhg3ywTu600QeojfUpnA. Please note that there is an underscore between the “N” and “D”). Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: “PUBLIC HEARING ITEM” by 4:00 p.m. on Friday, September 25, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

**FY2021 Annual Action Plan
Community Development Block Grant (CDBG)**

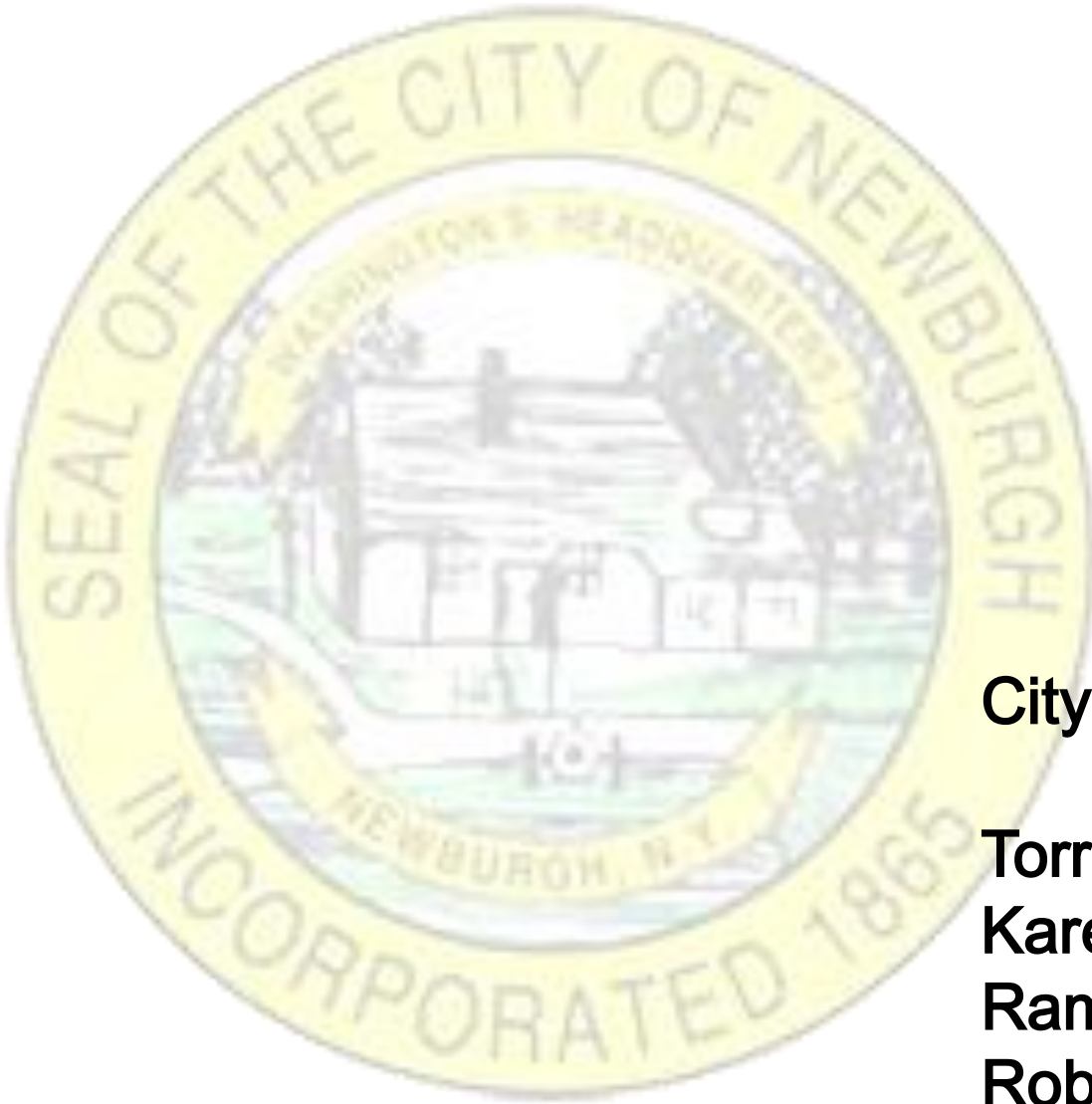
					% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding		
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$245,000.00	No Increase	No Decrease
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	\$30,000.00	10%	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	\$80,000.00	30%	No Decrease
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$275,000.00	10%	No Decrease
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	\$75,000.00	No Increase	No Decrease
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out	\$10,000.00	No Increase	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$130,000.00	No Increase	No Decrease
			Proposed Total FY2021 Allocation	\$845,000.00		



Community Development Block Grant (“CDBG”) FY2021 Annual Action Plan

**Department of Planning &
Development
July, 2020**





City of Newburgh City Council:

Torrance Harvey, Mayor

Karen Mejia, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Anthony Grice, At-Large

Omari Shakur, At-Large

City of Newburgh Community Development Goals - Refresher

- 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.



“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 under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- 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.



Proposed FY2021 CDBG Projects/Funding

Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
Projects Funded through Entitlement Grant			
Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$245,000.00
	Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	\$30,000.00
	Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	\$80,000.00
Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$275,000.00
Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	\$75,000.00
Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out	\$10,000.00
Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$130,000.00
Proposed Total FY2021 Allocation			\$845,000.00

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	No Increase
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	10%
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	No Increase
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out	No Increase
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	No Increase
Proposed Total FY2021 Allocation				

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$245,000.00	No Decrease
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	\$30,000.00	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	\$80,000.00	No Decrease
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$275,000.00	No Decrease
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	\$75,000.00	No Decrease
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out	\$10,000.00	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$130,000.00	No Decrease
Proposed Total FY2021 Allocation				\$845,000.00	

Project: Housing

Proposed Activities:

- In Rem Property Program
- First Time Home Buyers Closing Cost Assistance
- Anti-Displacement/Housing Stability Initiative Assistance



Proposed Housing Activity: In Rem Property Program

Budget: \$245,000.00

Description:

- Activity 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.

Proposed Housing Activity: First Time Home Buyers Closing Cost Assistance

Budget: \$30,000.00

Description:

- Funding to cover Closing Costs for first-time homebuyers who have completed a HUD approved Housing Counseling Program in the City of Newburgh. Also includes program administration cost.

**Important: Public Service Activity subject to 15%
Annual Allocation Cap.**



Proposed Housing Activity: Anti-Displacement/ Housing Stability Initiative

Budget: \$80,000.00

Description:

- Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.

**Important: Public Service Activity subject to 15% of
Annual Allocation Cap.**



Proposed Infrastructure Improvements

Activity: Curb Ramp and Sidewalk Upgrades

Budget: \$275,000.00

Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.

Proposed Economic Development Activity:

Business Assistance

Budget: \$75,000.00

Description:

- Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.

Proposed Quality of Life Activity: (Need proposed activity information)

Budget: \$10,000.00

Description:

- 2021 Summer Film Festival
- National Night Out

Important: If Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Activity: Administration

Budget: \$130,000.00

Description:

- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.

FY2021 CDBG AAP Timeline



**FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**



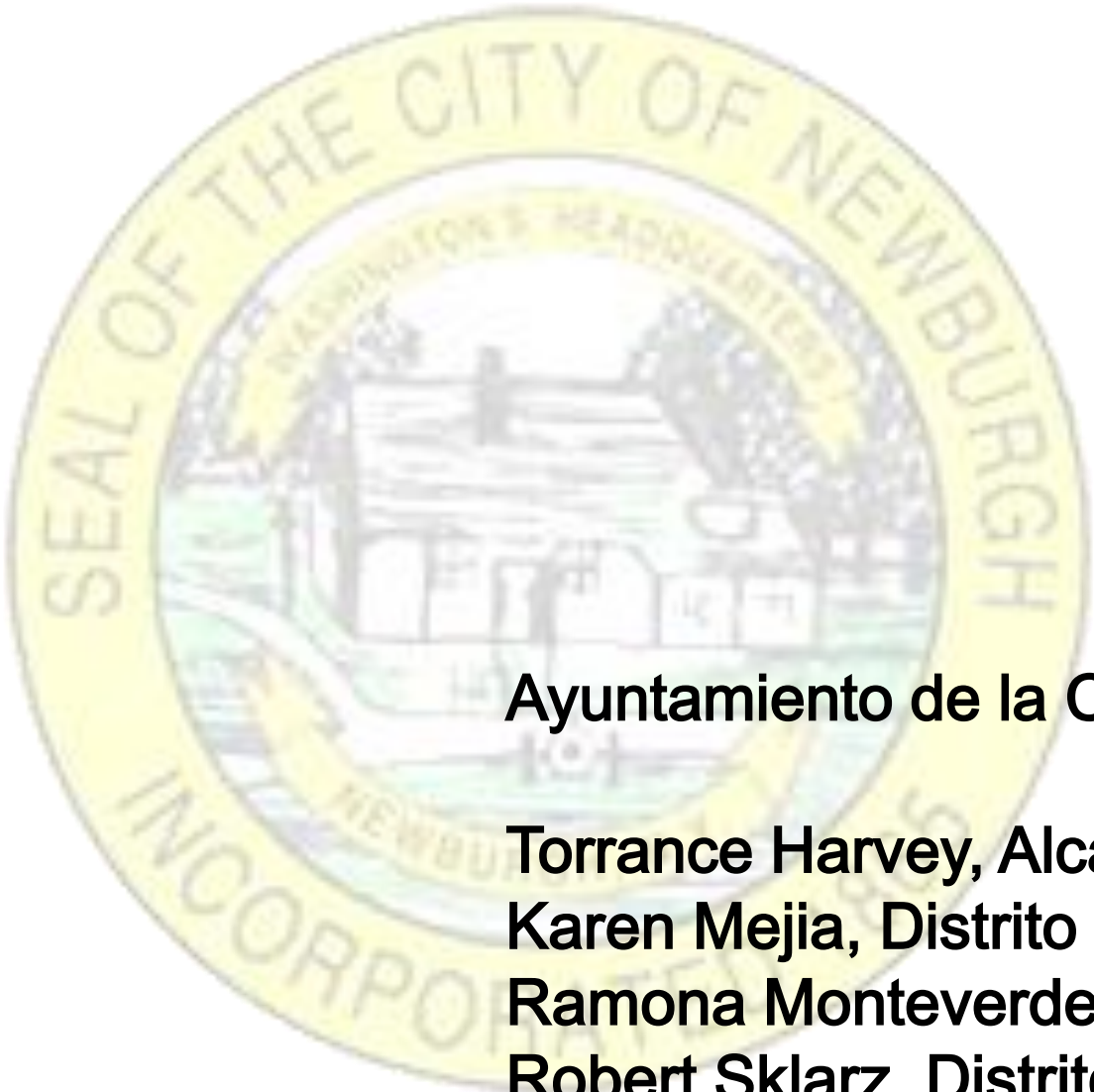
EQUAL HOUSING
OPPORTUNITY

The seal of the City of Newburyport is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURYPORT" in black. Inside this is a blue ring with "INCORPORATED 1845". The center features a landscape with a building, trees, and a body of water, with "WASHINGTON'S HEADQUARTERS" written above the building.

Subvención en Bloque para el Desarrollo de la Comunidad ("CDBG")

Año Fiscal-2021 Plan Anual de Acción

**Departamento de Planeamiento
y Desarrollo
Julio de 2020**



Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Karen Mejia, Distrito Municipal 1

Ramona Monteverde, Distrito Municipal 2

Robert Sklarz, Distrito Municipal 3

Patty Sofokles, Distrito Municipal 4

Anthony Grice, Representante Independiente

Omari Shakur, Representante Independiente

Metas para el Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar el alcance y comunicaciones con la comunidad.
- Apoyar un ambiente que valore la diversidad, recompense la independencia, alimente la creatividad, y nos reúna a todos.

El éxito de la construcción de una comunidad requiere reestablecer la confianza; lo que lleva tiempo, paciencia, comunicación y la inclusión de todos.



“CDBG” — Breve Introducción



- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).
- Adjudicado a los gobiernos locales y estatales sobre la base de una fórmula.
- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).
- Se requiere que la Ciudad de Newburgh prepare y presente un **Plan General** que establezca metas para el uso de los fondos CDBG. El nuevo Plan General de la Ciudad de Newburgh: **Año Fiscal-2020 - Año Fiscal-2024**
- Los proyectos DEBEN ser consistentes con las prioridades nacionales del CDBG:
 - Actividades que beneficien a las personas de bajos-o-moderados ingresos;
 - La prevención o eliminación de barriadas precarias o barrios arruinados; o
 - Las actividades de desarrollo de la comunidad que abarquen las amenazas urgentes a la salud o seguridad.



Propuesta: Año Fiscal-2021 CDBG

Proyectos/Financiación

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Fondos del Proyecto
Proyectos Financiados a través de Subvención Correspondiente por Derecho	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	\$245,000.00
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	\$30,000.00
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	\$80,000.00
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	\$275,000.00
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microemprendedores de Negocios, Entrenamiento de Trabajadores.	\$75,000.00
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.	\$10,000.00
	Administración	Administración	Administración de Programas, Salario y Beneficios del Personal, Servicios de Traducción, Costes Operativos del Programa (incluyendo correo), Entrenamiento/Conferencia.	\$130,000.00
			Adjudicación Total Propuesta para el Año Fiscal-2021	\$845,000.00

Financiación de Contingencia

Si el monto de la actual adjudicación anual excede el estimado propuesto, el presupuesto del proyecto se incrementará en:

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	% de incremento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)
Proyectos Financiados a través de Subvención Correspondiente por Derecho	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	Sin incremento
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	10%
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	30%
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	10%
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microemprendedores de Negocios, Entrenamiento a Trabajadores.	Sin incremento
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.	Sin incremento
	Administración	Administración	Administración de Programas, Salario y Beneficios del Personal, Costes Operativos del Programa (incluyendo correo), Servicios de Traducción, Entrenamiento/Conferencia	Sin incremento

Financiación de Contingencia

Si el monto de la actual adjudicación anual es menor que el estimado propuesto, el presupuesto del proyecto disminuirá en:

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Fondos del Proyecto	% de disminución del proyecto si la adjudicación de HUD es menor que la propuesta (aprox.)
Proyectos Financiados a través de Subvención Correspondiente por Derecho	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	\$245,000.00	Sin Disminución
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	\$30,000.00	10%
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	\$80,000.00	Sin Disminución
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	\$275,000.00	Sin Disminución
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microemprendedores de Negocios, Entrenamiento a Trabajadores.	\$75,000.00	Sin Disminución
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.	\$10,000.00	10%
	Administración	Administración	Administración de Programas, Salario y Beneficios del Personal, Costes Operativos del Programa (incluyendo correo), Servicios de Traducción, Entrenamiento/Conferencias	\$130,000.00	Sin Disminución

Proyecto: Vivienda

Actividades Propuestas:

- En-Efecto Programa de Propiedades
- Asistencia a Costes de Cierre para Compradores-de-Vivienda-por-primera-vez
- Asistencia a la Iniciativa de
- Anti-Desplazamiento/Estabilidad Habitacional

Actividad Propuesta para Vivienda: En-Efecto Programa de Propiedades

Presupuesto: \$245,000.00

Descripción:

- La Actividad financia a 2 empleados a-tiempo-completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planeamiento y Desarrollo dedicados al programa En-Efecto.
- Provee mantenimiento y seguridad para propiedades vacantes. Mantiene las propiedades habitables, el buen aspecto de los barrios, mantiene/aumenta el valor de las propiedades.



Actividad Propuesta para Vivienda: Asistencia a Costes de Cierre para Compradores-de-Vivienda-por-Primera-Vez

Presupuesto: \$30,000.00

Descripción:

- Financiación para cubrir los Costes de Cierre para los compradores-de-vivienda-por-primera-vez que hayan completado el Programa de Asesoramiento a la Vivienda aprobado por HUD, en la Ciudad de Newburgh. Además incluye el coste de administración del programa.



Importante: Servicio de Actividades Públicas

Sujeto a Límite de 15% de Adjudicación Anual.

Actividad Propuesta para Vivienda: Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda

Presupuesto: \$80,000.00

Descripción:

- Financiación para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de programa de Vivienda Asociada de la Ciudad de Newburgh.

Importante: Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual.



Actividad Propuesta para Mejoramiento de Infraestructura: Mejoramiento de Rampas en Bordillos y Aceras

Presupuesto: \$275,000.00

Descripción:

- Fondos para continuar la financiación del proyecto de Mejoramiento de Rampas en Bordillos y Aceras.

Actividad Propuesta para Desarrollo Económico: Asistencia a Negocios

Presupuesto: \$75,000.00

Descripción:

- Financiación de asistencia a negocios, como ser, subvención para Fachadas de Negocios y Carteles, Asistencia de negocios a Microemprendimientos, Entrenamiento de Trabajadores.

Actividad Propuesta para Calidad de Vida:
(Se necesita información de la actividad propuesta)

Presupuesto: \$10,000.00

Descripción:

- 2021 Festival de Cine de Verano
- Noche Nacional de Salida Nocturna

Importante: Si es una Actividad de Servicio Público, Sujeto a Límite de 15% de Adjudicación Anual.



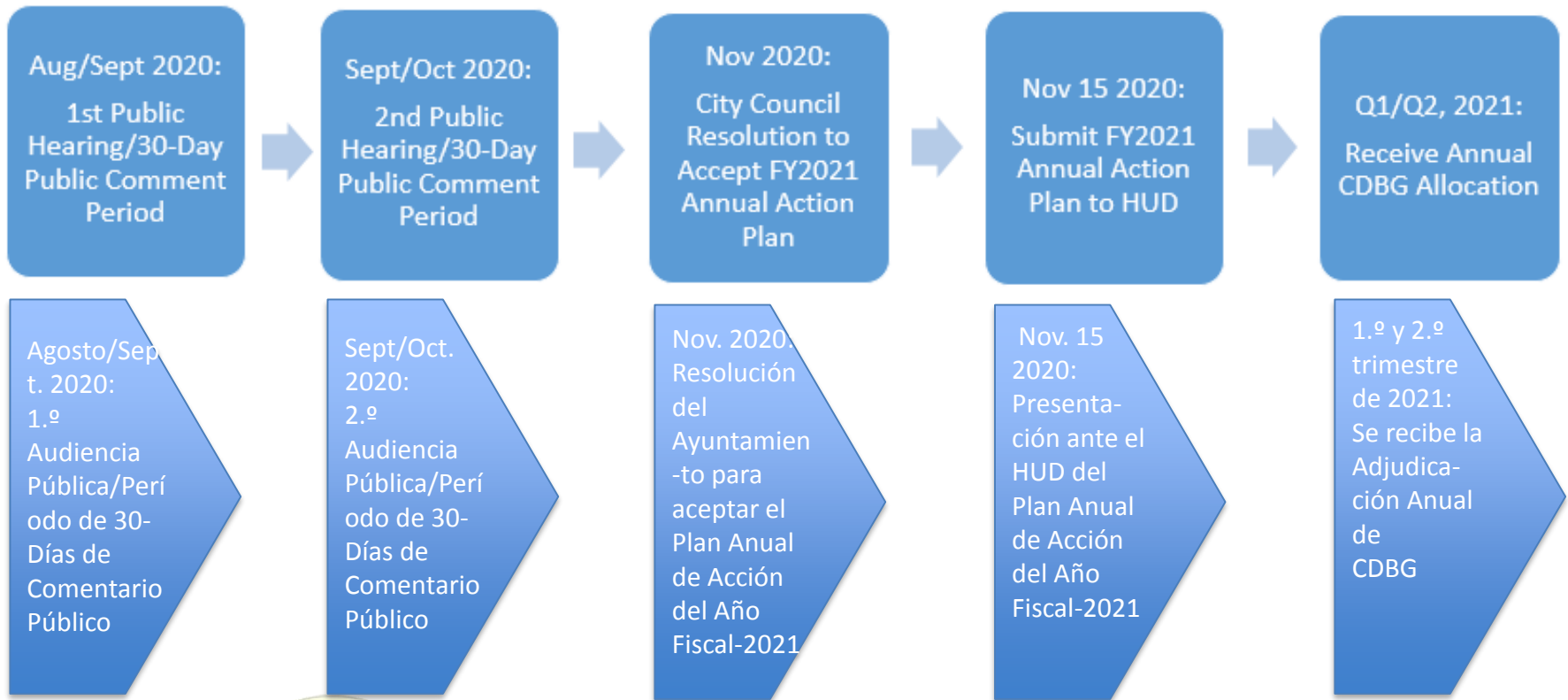
Actividad Propuesta: Administración

Presupuesto: \$130,000.00

Descripción:

- Fondos para la administración del programa, salario y beneficios del personal, servicios de traducción, costes de operación del programa (incluye correo), programa de entrenamientos/conferencias.

Año Fiscal-2021 CDBG - Línea del Tiempo del Plan Anual de Acción



**Año Fiscal-2021 - SUBVENCIÓN EN BLOQUE PARA EL
DESARROLLO DE LA COMUNIDAD (CDBG)
LÍNEA DEL TIEMPO DE LOS PROYECTOS**

RESOLUTION NO.: 214 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
TITLE IV VOLUNTEER FIRE ASSISTANCE GRANT IN AN AMOUNT OF \$1,500.00
TO ASSIST IN THE PURCHASE OF WILDLAND FIREFIGHTING EQUIPMENT**

WHEREAS, the City of Newburgh received a New York State Department of Environmental Conservation Title IV 2020 Volunteer Fire Assistance Grant Award in the amount of \$1,500.00; and

WHEREAS, the City of Newburgh Fire Department will use the funding to replace old and broken wildland firefighting equipment such as jackets which reduce heat stress during brush firefighting and uninhabited wildland operations; and

WHEREAS, such funding requires a City match in the amount of \$1,500.00; and

WHEREAS, this Council has determined that accepting the grant award 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 accept a New York State Department of Environmental Conservation Title IV 2020 Volunteer Fire Assistance Grant in the amount of \$1,500.00 with a \$1,500.00 City-match to assist with the purchase of wildland firefighting equipment for the City of Newburgh Fire Department; 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 program funded thereby.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Forest Protection

625 Broadway, 3rd Floor, Albany, New York 12233-2560

P: (518) 402-8839 | F: (518) 402-8840 | Rangers@dec.ny.gov

www.dec.ny.gov

May 1, 2020

Re: **2020 Volunteer Fire Assistance Grant**
Cooperative Forestry Assistance Act of 1978

APPLICATION DEADLINE: June 30, 2020

Dear Chief:

We are pleased to announce the start of the 2020 Volunteer Fire Assistance Grant program. The enclosed application is also available on-line from the NYS Department of Environmental Conservation (Department) website at www.dec.ny.gov/regulations/2364.html.

The Department receives annual federal funding for the Volunteer Fire Assistance (VFA) Grant program. In 2020, the Department received a federal appropriation of \$583,180 for the purpose of soliciting and awarding competitive fire assistance grants. Fire departments eligible to apply may receive grant funding up to \$1,500 for the purchase of eligible firefighting equipment. Fire departments are required to equally match (50/50) the amount of the grant award. As an example, a fire department is required to spend up to \$3,000 on the purchase of approved firefighting equipment in order to be reimbursed an equal grant amount up to \$1,500.

Upon notification of receiving an award, fire departments are required to complete their grant process paperwork by October 30, 2020. This process includes the purchase and receipt of the approved firefighting equipment, provide supporting cost documentation for the equipment purchase (copy of receipt paid in full), an on-site inspection by a Department Forest Ranger to verify the equipment was purchased, and a NYS Standard Voucher signed by both the fire department and a Department Forest Ranger.

Program eligibility requirements remain the same as previous VFA grant years. Fire departments in towns with populations of 10,000 or more may be eligible if they meet the eligibility requirements listed on the VFA application. Please read these requirements on the application carefully.

Only expenses directly related to fire suppression are eligible for funding. **Funding cannot be applied to any single item costing \$5,000 or more.**



Department of
Environmental
Conservation

Eligible items: portable pumps, portable backpack pumps, hand tools, hose, light-weight fireproof clothing (Nomex), hard hats, turnout gear, personal protective equipment, portable radios, generators and dry hydrants.

Items NOT eligible: search and rescue equipment, acquisition of land, construction of buildings and facilities, major apparatus purchases and maintenance items.

Training for rural firefighters is available and provided for under a cooperative agreement with the Division of Homeland Security and Emergency Services' Office of Fire Prevention and Control and is jointly funded with federal and state dollars.

A fire department's success or failure in receiving a competitive grant award is based on the following point system:

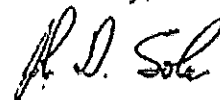
- Population (ex: less than 1,000 = 10 points; 1,000-2,000 = 9 points.....)
- ISO rating (ex: rating of 9 = 10 points; 5/5x = 5 points; 8 or less = 1 point)
- Newly organized department = 10 points
- Native American Indian community in protection area = 10 points

Points will be deducted on a pro-rated basis from the total of these four factors above if a VFA grant was previously awarded to the fire department within the last five years. A point will be added for each year the eligible applicant submitted an application, but did not receive an award. This point system may assist fire departments who applied in the past, but were not awarded a grant.

Only one application per local jurisdiction will be considered eligible for funding. An application submitted to the Department must be received by the **deadline of June 30, 2020.**

Last year 626 volunteer fire companies requested funding to purchase eligible firefighting equipment. The Department was able to grant funding to 371 applicants.

Sincerely,



John D. Solan
Acting Director
Division of Forest Protection

Enclosure

2020 VOLUNTEER FIRE ASSISTANCE (VFA) GRANT APPLICATION
Cooperative Forestry Assistance Act of 1978
PL95-313 SECTION

SECTION 1: Fire Department Information

APPLICATION DEADLINE: JUNE 30, 2020

Fire Department ID# (5 digit) ☐ Non-Profit ☒ Gov't Entity ☐ Tribal Org ☐ Other

Name of Fire Department

Mailing Address (Line 1)

Physical Address (Line 2)

City State Zip Code County

What Town is your firehouse located in?

The population of your fire district is:

Are you a new Fire Department organized within the past 12 months? ☐ Yes ☒ No

Are there any Native American Indian Communities within your fire district? ☐ Yes ☒ No

The I.S.O. Fire Protection Insurance Rating of your jurisdiction is:

If the name of your jurisdiction in the I.S.O. listing is not the same as the name of your fire department, indicate the name of the jurisdiction below:

SECTION 2: Contact Information

Salutation First Name Last Name Suffix

Phone Number Fax Number Email Address

SECTION 3a: Project Description:

Describe Project and Impact on Fire Departments Total Protection Plan: **SEARCH AND RESCUE EQUIPMENT IS NOT ELIGIBLE.** NOTE: Only costs incurred after January 1, 2020 can be used for this year's grant.

The project would update old and broken equipment ie. Consol. rakes and would allow us to purchase Nomex wildland firefighting jackets to reduce heat stress from ^{use} turn off gear during brush and wildland firefighting operations.

SECTION 3b: Project Equipment list and cost:

Please list equipment and cost below: SEARCH AND RESCUE EQUIPMENT IS NOT ELIGIBLE.

NOTE: VFA Grant funding CANNOT be applied to an individual item costing \$5,000 or more.

Console Rakes \$50.00 (5) \$250
Nomex Wildland Jacket \$250.00 (11) \$2750

Enter the total amount of financial assistance requested*:

\$3000

*NOTE: At least 50% of the cost of your grant project must be available from other sources.

SECTION 4: Certification of Eligibility

NOTE: A single community fire department serving a population greater than 10,000 AND NOT providing protection to a rural area or rural community is NOT ELIGIBLE for VFA financial assistance.

Please select the choice that represents your fire department's eligibility:

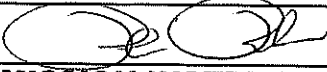
☐ A. ☐ B. ☐ C. ☒ D.

- A. A single fire department serving a rural area or rural community with a population of 10,000 or less is eligible. (per latest census)
- B. Area fire departments (fire districts, townships, etc.) may serve an aggregate population of greater than 10,000 as long as the service area of the fire department includes a rural area or rural community having a population of 10,000 or less. The VFA funding must be used to benefit the rural population.
- C. A single county or town with a population of over 10,000 that is served by two or more fire districts operating entirely within the bounds of the county or town may qualify as long as the service area of a given fire department includes a rural area or rural community or the population of the fire department's jurisdiction is 10,000 or less. The VFA funding must be used for the rural area.
- D. A single community with a population greater than 10,000 and having a single fire department with one or more fire stations may qualify. The fire dept must have a service area that includes a rural area or community that does not exceed 10,000 populations. The VFA funding must be used only for the benefit of the rural population. Similarly a single community with population greater than 10,000 that also provides fire protection to an adjoining rural community of 10,000 or less population by contract may also be eligible provided the VFA funding is used entirely to support the rural community.

☒ By checking this box, I certify that all information provided is accurate and the above-named fire department is eligible for grant assistance. I attest that, based on my personal knowledge, the above information is accurate and true. I acknowledge that pursuant to Environmental Conservation Law Section 3-0301(2)(q), any false statements made herein are punishable in accordance to Section 210.45 of the New York State Penal Code.

Certifying Applicant (signature / print name)

Date Submitted:

 Paul Pollack

5/18/2020

SUBMISSION INSTRUCTIONS: Email: vfagrant@dec.ny.gov (save & attach Application)

OR

Mail to: NYS Department of Environmental Conservation
Division of Forest Protection
625 Broadway - 3rd Floor
Albany, NY 12233-2560

APPLICATION DEADLINE: JUNE 30, 2020

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Forest Protection

625 Broadway, 3rd Floor, Albany, New York 12233-2560

P: (518) 402-8839 | F: (518) 402-8840 | Rangers@dec.ny.gov

www.dec.ny.gov

MR. PAUL PULLAR
NEWBURGH FIRE DEPT
22 GRAND ST
NEWBURGH, NY 12550

07/23/2020

Re: Title IV Volunteer Fire Assistance Grant

Dear MR. PULLAR:

GRANT PROCESS COMPLETION: OCTOBER 30, 2020

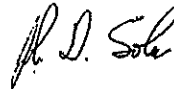
This office is pleased to inform you that **your fire department has been granted an award of \$1,500** under the federal Title IV - Volunteer Fire Assistance (VFA) Grant Program for 2020. The award is intended to assist your fire department in the purchase of wildland firefighting equipment. Reimbursement for approved eligible items, as listed in the grant application, will be made on the basis of reasonable costs incurred. In the event certain charges appear to be unreasonable, adjustments will be made on the basis of comparable quotes requested by the state of New York.

In order to provide this grant award to your fire department, it will be necessary for you to follow certain state and federal standard procedures which are outlined below. **Please complete the grant process by October 30, 2020.**

1. **Purchase eligible equipment** approved on your application. Expend \$3,000 to receive the full \$1,500 grant award. Anything less than \$3,000 expended would result in an award of 50% of your expenditures.
2. Upon receipt of your purchases, **contact your local Forest Ranger** at the nearest regional Department of Environmental Conservation office. A Forest Ranger must inspect your purchases and fill out a voucher for your signature.
3. During inspection, **provide the Forest Ranger with copies of receipted invoices and a completed W-9 Form**. The invoices provide suitable evidence for proof of purchase. The W-9 Form authorizes the NYS Office of the State Comptroller to make payment of the grant award. If you provided a W-9 Form in a prior grant year, it is not required again.

Please contact this office at (518) 402-8835 if you have any questions.

Sincerely,



John D. Solan, Acting Director
Division of Forest Protection



Department of
Environmental
Conservation

RESOLUTION NO.: 215 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION APPOINTING RICHARD E. ROSENCRANS, JR.
TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION
TO FILL THE REMAINDER OF AN UNEXPIRED TERM**

WHEREAS, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

WHEREAS, this City Council deems it to be in the best interests of the City of Newburgh to appoint Richard E. Rosencrans, Jr. as a new member of the Human Rights Commission to fill a vacancy for a term which expires on November 13, 2020;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Richard E. Rosencrans, Jr. be and is hereby appointed to the Human Right Commission to fill a vacancy for a term which expires on November 13, 2020.

To: Chair, Human Rights Commission
Fr: Richie Rosencrans

Letter of Interest
June 19, 2020

Dear Ms. Ramos,

I'm submitting my resume and this note in regard to joining the City of Newburgh Human Rights Commission. I've been serving the community via nonprofits and municipal boards for a few years. I'd like to focus my energy on helping our neighbors work on a deeper level to improve their quality of life. Poverty is violence committed against people who have the right to not suffer it.

Thank you for considering me as a candidate for the HRC.

Best,
Richie Rosencrans
226 Montgomery St. Apt 3
Newburgh NY 12550

RICHARD E. ROSENCRANS, JR.
226 Montgomery St. Apt 3 • Newburgh, NY 12550
845.926.2918 • rosenocransrjr@hotmail.com

EDUCATION

2000-2004 – State University of New York Bachelor of Arts – English (Writing concentration) (Double major in American History)	New Paltz, NY
1995-1997 – Defense Language Institute Graduate, Arabic	Monterey, CA
1996-1997 – Monterey Peninsula College Associate of Arts – Middle Eastern Studies	Monterey, CA

EMPLOYMENT

2010-Present – Gomez Mill House Historic Site Site Manager	Newburgh, NY
2007-2009 – Quest Diagnostics Laboratory Medical Specimen Courier	Newburgh, NY
2005-2007 – Varied retail work	Newburgh, NY
2000-2004 – Dial-A-Mattress Delivery driver	New Windsor, NY
1999-2003 – NY Army National Guard Field Artillery Surveyor, 9/11 Security Ops	Kingston, NY
1995-1999 – U.S. Army Military Intelligence, Honorable Discharge	Ft. Gordon, GA

CIVIC DUTY EXPERIENCE (2013-2020)

Habitat For Humanity Restore Volunteer- 2011-2015
Historical Society of Newburgh Bay and the Highlands, Trustee – 2012-2015
Fullerton Mansion Cultural Center- Treasurer, VP – 2012-2015
City of Newburgh Architectural Review Commission – 2013-2017
City of Newburgh Police Community Relations and Review Board – 2017-2019
City of Newburgh Planning Board 2020
The Restorative Center, 2012-current

RESOLUTION NO. ____216 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT
AND APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH LOCAL 589
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

WHEREAS, the City of Newburgh and Local 589 International Association of Fire Fighters (“Local 589”) are parties to a collective bargaining agreement which term expired on December 31, 2017; and

WHEREAS, the City Manager and negotiators representing the City of Newburgh and Local 589 have engaged in collective negotiations for a successor agreement pursuant to the requirement of the Taylor Law; and

WHEREAS, the City Council has reviewed the terms negotiated as set forth in the attached Collective Bargaining Agreement between the City of Newburgh and the Local 589, which sets forth the terms and conditions of employment for the term January 1, 2018 through December 31, 2021, and has consulted with the representatives of the City, who have recommended that the City Council approve the negotiated changes and new collective bargaining agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the terms of the attached Memorandum of Agreement are ratified; and

BE IT FURTHER RESOLVED, that the City Manager is directed and authorized to enter into a complete collective bargaining agreement incorporating the terms of the Memorandum of Agreement into a complete collective bargaining agreement with Local 589 for the term January 1, 2018 through December 31, 2021.

STIPULATION OF AGREEMENT made and entered into this ___th day of September 2020 by and between the negotiating committees for the City of Newburgh and Local 589, IAFF, AFL-CIO ("the Union").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at the terms of a new collective negotiations agreement to succeed the one that expired on December 31, 2017; and

WHEREAS, the parties have arrived at a tentative agreement;

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

1. The provisions of this Agreement are subject to ratification by the Union's membership, and ratification and approval by the City Council.
2. The signatories agree to recommend this Agreement for ratification/approval.
3. A copy of this original document has been furnished to representatives of the City and the Union.
4. All proposals made by either party during the course of negotiations which are not covered by this Agreement shall be deemed dropped.
5. The provisions of the 2015-2017 collective negotiations agreement will continue, except as modified by this MOA in addition to any unrelated housekeeping/clean up changes.
6. Article IX(A-E) (Salaries). Effective January 1, 2018, the annual salary rates for each position and step will be increased by 1.5% above the rates in effect on December 31, 2017. Effective January 1, 2019, the annual salary rates for each position

and step will be increased by 1.5% above the rates in effect on December 31, 2018. Effective January 1, 2020, the annual salary rates for each position and step will be increased by 1.75% above the rates in effect on December 31, 2019. Notwithstanding the preceding sentences, all 2018, 2019 and 2020 salary increases, as well as all other terms and conditions of employment that are determined by annual salary rate, bi-weekly salary rate, daily rate, straight time pay rate or straight time hourly pay rate, will be prospectively implemented effective on the date on which the 2018-2021 Agreement is fully ratified and approved. Effective January 1, 2021, the annual salary rates for each position and step will be increased by 1.75% above the rates in effect on December 31, 2020. Neither party may cite to, or reveal the contents of, this Paragraph "5" in PERB Case No. 2019-411 (Vacation/Severance upon Retirement Grievance). Instead, the Grievance will be determined by the CBA, to the extent applicable as determined by the arbitrator, as it existed as of the date on which Local 589 filed the Grievance.

7. Article IX(L) (Longevity). Effective January 1, 2018, the annual longevity payment will increase by \$150. Effective January 1, 2019, the annual longevity payment will increase by \$100. Effective January 1, 2020, the annual longevity payment will increase by an additional \$100. Notwithstanding the preceding sentences, all 2018, 2019 and 2020 longevity increases, as well as all terms and conditions of employment that are determined by incorporating longevity into the applicable pay rate, will be prospectively implemented effective on the date on which the 2018-2021 Agreement is fully ratified and approved. Effective January 1, 2021, the annual longevity payment will increase by an additional \$100.

8. Article XII(A) (Health Insurance). Add: "Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, if two persons are currently receiving (or are eligible to receive) family health coverage benefits through the City, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes will not be entitled to the health insurance waiver."

9. Article XII(A, D, E) (Health Insurance). Add: "Effective, on the date on which the 2018-2021 Agreement is fully ratified and approved, upon retirement, the City will pay the full cost of the employee's health insurance premium (individual or family, as appropriate), except that employees who add family coverage at or after retirement will pay 65% of the cost of the family premium."

10. Article XII(A, D, E) (Health Insurance). Revise to read: "Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, all employees hired before January 1, 2011 will contribute 2.5% of their health insurance premium for the remainder of their employment. Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, all employees hired on and between January 1, 2011 and the date on which the 2018-2021 Agreement is fully ratified and approved will contribute towards their health insurance for the duration of their employment as follows: Employees with up to 10 years of service will contribute 10% of their health insurance premium. Employees with 11 to 15 years of service will contribute 5% of their health insurance premium. Employees with 16 or more years of service will contribute 2.5% of their health insurance premium. All employees hired on or after the date on which the 2018-2021 Agreement is fully ratified and approved will contribute towards their health insurance for the duration of their employment as follows: Employees with up to five

years of service will pay 15% of their health insurance premium. Employees with six to 10 years of service will contribute 10% of their health insurance premium. Employees with 11 to 15 years of service will contribute 5% of their health insurance premium. Employees with 16 or more years of service will contribute 2.5% of their health insurance premium. Employees who are contributing toward their health insurance premium on the date on which the 2018-2021 Agreement is fully ratified and approved will contribute toward their health insurance premium at the same rate as for those employees hired after the date on which the 2018-2021 Agreement is fully ratified and approved unless they are paying less than the new hire percentage, in which case they will continue to pay the lesser rate until they reach the requisite years of service that will put them at the lesser rate.”

11. Article XII(F) (Health Insurance). Add: “All employees hired on or after the date on which the 2018-2021 Agreement is fully ratified and approved, in order to be eligible for health insurance upon retirement, must have 20 years of service as a member in the Fire Department in the City of Newburgh. The City will waive the 20 year service requirement in the case of any employee who is eligible for, retires and receives benefits pursuant to RSSL Section 363 (accidental) or RSSL Section 363-c (performance of duty).”

12. Article XII(H) Health Insurance Waiver. Add: “Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, employees who opt for the health insurance waiver and then join the City’s health insurance plan in the two years prior to retirement will contribute 15% of the cost of the premium for single coverage and 65% of the cost of the premium for family coverage.”

13. Article XII(C) (Changing Insurance Carriers). Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, add: "The City may change insurance carriers provided that there is the same area health care institution acceptability, provided further that any replacement carrier has no less of a Bests rating and that there is no lapse in benefits."

14. Article XII(C) (Changing Insurance Carriers). Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, add: "The City will not change health insurance carriers prior to December 31, 2021. This sentence will sunset and become null and void and of no further force or effect as of 11:59:59 p.m. on December 31, 2021."

15. Article XII(I) (Health Insurance) (New). Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, add: "Local 589 agrees to participate with the City and other Unions in establishing a task force to review various healthcare options that could improve overall health and quality of life for employees and decrease City costs."

16. Article XIII (Retirement). Delete only (A) and (B) (moot).

17. Article XVI(H) (Vacations). Delete the first unnumbered paragraph (housekeeping).

18. Article XIV(A)(3) (Severance Pay). Add: "Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, sick leave conversion will be capped at 1600 hours' pay."

19. Article XIX(B)(10) (Sick Leave Buy-Out). Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, change 50% to 60%.

20. Article XXVII(A) (Probationary Period). In the first sentence, change “of not more than 12 months” to “as required by law.” In the last sentence, delete “12 week” and, at the end of the sentence, add “as required by law.”

21. Article XXVII(B) (Probationary Period). Delete “12 month” and, after “probationary period,” add ‘set forth in Paragraph “A.”’

22. Article XLIII (Term). Change 2015 to 2018 and 2017 to 2021.

23. Employee Benefit Fund (NEW): “Effective as soon as practicable following the date on which the 2018-2021 Agreement is fully ratified and approved, the Union will establish an Employee Benefit Fund that will be used for the good and benefit of all employees to purchase employee benefits. The Union is solely responsible for satisfying any and all requirements governing the establishment of the Employee Benefit Fund and will indemnify the City for the cost of defending any action concerning the Fund and hold the City harmless from any liability that may result from that action. The Union will supply to the City copies of the documentation establishing the Employee Benefit Fund. The Fund will submit to the City Comptroller a yearly certified audited financial statement. The Union and/or the Fund will be responsible for expenditures made by the Fund and will indemnify the City for the cost of defending any action concerning the Fund’s expenditures and hold the City harmless from any liability that may result from that action.

The City will contribute to the Employee Benefit Fund the annual sum of \$500 per full-time employee who is on the City payroll as of the first day of each month. For the 2020 calendar year only, the payment will be prorated from the date on which the 2018-2021 Agreement is fully ratified and approved. The City will make this contribution

on a monthly basis determined by the number of full-time employees on the City payroll on the first day of each month. The monthly contribution so determined will be forwarded to the representative designated by the Fund on the tenth day of the month (or next succeeding business day)."

24. Pending Improper Practice Charges: Within one week of the date on which the 2018-2021 Agreement is fully ratified and approved, the Union will withdraw, with prejudice, its improper practice charges in PERB Case Nos. U-36753, U-36779 and U-37342, and the City will withdraw, with prejudice, its improper practice charge in PERB Case No. U-37370.

25. This Agreement may be executed with original signatures in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.

FOR THE CITY:

FOR THE UNION:

Goff President Brandon Hogen
Nicholas F. Bedetti Vice Pres. Nicholas F. Bedetti

STIPULATION OF AGREEMENT made and entered into this ___th day of September 2020 by and between the negotiating committees for the City of Newburgh and Local 589, IAFF, AFL-CIO ("the Union").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at the terms of a new collective negotiations agreement to succeed the one that expired on December 31, 2017; and

WHEREAS, the parties have arrived at a tentative agreement;

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

1. The provisions of this Agreement are subject to ratification by the Union's membership, and ratification and approval by the City Council.
2. The signatories agree to recommend this Agreement for ratification/approval.
3. A copy of this original document has been furnished to representatives of the City and the Union.
4. All proposals made by either party during the course of negotiations which are not covered by this Agreement shall be deemed dropped.
5. The provisions of the 2015-2017 collective negotiations agreement will continue, except as modified by this MOA in addition to any unrelated housekeeping/clean up changes.
6. Article IX(A-E) (Salaries). Effective January 1, 2018, the annual salary rates for each position and step will be increased by 1.5% above the rates in effect on December 31, 2017. Effective January 1, 2019, the annual salary rates for each position

and step will be increased by 1.5% above the rates in effect on December 31, 2018. Effective January 1, 2020, the annual salary rates for each position and step will be increased by 1.75% above the rates in effect on December 31, 2019. Notwithstanding the preceding sentences, all 2018, 2019 and 2020 salary increases, as well as all other terms and conditions of employment that are determined by annual salary rate, bi-weekly salary rate, daily rate, straight time pay rate or straight time hourly pay rate, will be prospectively implemented effective on the date on which the 2018-2021 Agreement is fully ratified and approved. Effective January 1, 2021, the annual salary rates for each position and step will be increased by 1.75% above the rates in effect on December 31, 2020. Neither party may cite to, or reveal the contents of, this Paragraph "5" in PERB Case No. 2019-411 (Vacation/Severance upon Retirement Grievance). Instead, the Grievance will be determined by the CBA, to the extent applicable as determined by the arbitrator, as it existed as of the date on which Local 589 filed the Grievance.

7. Article IX(L) (Longevity). Effective January 1, 2018, the annual longevity payment will increase by \$150. Effective January 1, 2019, the annual longevity payment will increase by \$100. Effective January 1, 2020, the annual longevity payment will increase by an additional \$100. Notwithstanding the preceding sentences, all 2018, 2019 and 2020 longevity increases, as well as all terms and conditions of employment that are determined by incorporating longevity into the applicable pay rate, will be prospectively implemented effective on the date on which the 2018-2021 Agreement is fully ratified and approved. Effective January 1, 2021, the annual longevity payment will increase by an additional \$100.

8. Article XII(A) (Health Insurance). Add: "Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, if two persons are currently receiving (or are eligible to receive) family health coverage benefits through the City, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes will not be entitled to the health insurance waiver."

9. Article XII(A, D, E) (Health Insurance). Add: "Effective, on the date on which the 2018-2021 Agreement is fully ratified and approved, upon retirement, the City will pay the full cost of the employee's health insurance premium (individual or family, as appropriate), except that employees who add family coverage at or after retirement will pay 65% of the cost of the family premium."

10. Article XII(A, D, E) (Health Insurance). Revise to read: "Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, all employees hired before January 1, 2011 will contribute 2.5% of their health insurance premium for the remainder of their employment. Effective on the date on which the 2018-2021 Agreement is fully ratified and approved, all employees hired on and between January 1, 2011 and the date on which the 2018-2021 Agreement is fully ratified and approved will contribute towards their health insurance for the duration of their employment as follows: Employees with up to 10 years of service will contribute 10% of their health insurance premium. Employees with 11 to 15 years of service will contribute 5% of their health insurance premium. Employees with 16 or more years of service will contribute 2.5% of their health insurance premium. All employees hired on or after the date on which the 2018-2021 Agreement is fully ratified and approved will contribute towards their health insurance for the duration of their employment as follows: Employees with up to five

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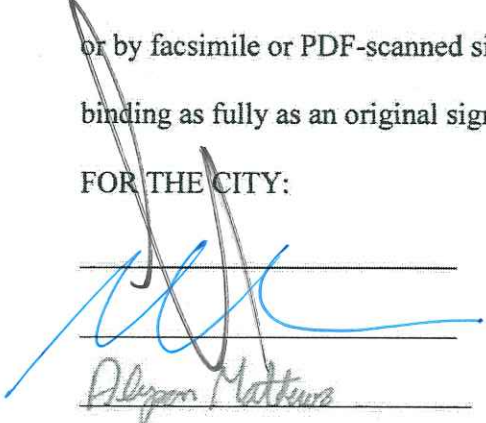
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25. This Agreement may be executed with original signatures in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.

FOR THE CITY:



FOR THE UNION:

RESOLUTION NO.: 217-2020

OF

SEPTEMBER 14, 2020

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. 6071-2019 INVOLVING SECTION 4, BLOCK 12, LOT 4 (ILARI GROUP)

WHEREAS, Ilari Group has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2019-2020 tax assessment years bearing Orange County Index No. 6071-2019; 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, Ilari Group is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2019-2020 as tax map number 4-12-4 be reduced to a market value of \$1,618,750.

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 Petition of the application for review
Under Article 7 of the Real Property Tax Law of

ILARI GROUP REALTY CORP.,

Petitioner,

CONSENT JUDGMENT

-against-

JOANNE MAJEWSKI, IAO, ASSESSOR FOR THE
CITY OF NEWBURGH,

Index No.: EF006071-2019

Respondent.

-----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 2019 tax year as follows:

Tax Map No. 4-12-4

be reduced in market value from \$1,750,000.00 to a total market value of \$1,618,750.00, 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
2019 School, County and City taxes be adjusted accordingly and that any overpayment by
Petitioner for the 2019 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 COHEN, LABARBERA & LANDRIGAN, 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: October __, 2020
 Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. JOSEPH P. DONAT
City Manager
Dated: _____

CHRISTOPHER SMITH, ESQ.
Cohen LaBarbera & Landrigan, LLP
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for Respondents
Dated: _____