



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
February 20, 2020
6:00 PM

Council Meeting Presentations

1. Complete Counts Update - Census 2020
Actualizacion de Conteos Completos - Censo 2020
2. Community Development Block Grant (CDBG) 2019 Consolidated Annual Performance and Evaluation Report (CAPER) Public Hearing
Public Hearing U.S. Department of Housing and Urban Development (HUD) 2019 Consolidated Annual Performance and Evaluation Report (CAPER).

Audiencia Pública del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) y el Reporte de Evaluación y Rendimiento Anual Consolidado 2019 (CAPER).

Engineering/Ingeniería

3. License and Access Agreement with Central Hudson
Resolution authorizing the City Manager to execute a license and access agreement with Central Hudson Gas & Electric Corporation and its contracted agents to allow access to City owned property in connection with a gas main relocation project under the New York State Thruway. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad para ejecutar una licencia y acuerdo de acceso con la Corporación Central Hudson Gas & Electric y sus agentes contratados para permitir acceso a propiedades de la Ciudad en conexión con el proyecto de la reubicación de la cañería maestra de gas bajo la autopista del Estado de Nueva York. (Jason Morris)

Finance/Finanza

4. Lutheran Street - Amendment to Street Lighting Authority Order
Resolution authorizing the City Manager to execute an amendment to the street lighting authority order with CH Energy Group, Inc.

Una resolución autorizando al Gerente de la Ciudad para ejecutar una enmienda a la orden de la autoridad de iluminación pública con CH Energy Group, Inc.

Water Department/ Departamento de Aqueductos

5. Brown's Pond Water Quality Sampling and Analysis Contract

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for water quality sampling and analysis of Browns Pond at a cost of \$8,975.00 (Wayne Vradenburgh)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para servicios profesionales para pruebas de la calidad del agua y análisis del estanque Brown a un costo de \$8,975.00. (Wayne Vradenburgh)

Planning and Economic Development/Planificación y Desarrollo Económico

6. 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 DeeArah R. Wright Wiley and Stephen T. Wiley for the amount of \$159,900.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 103 de la Calle Washington (Sección 39, Bloque 3, Lote 13) en una venta privada a DeeArah R. Wright Wiley y Stephen T. Wiley por el monto de \$159,900.00. (Ali Church)

7. Budget Transfer of \$115,129.98 to Cover Improvements to 123 Grand Street

Resolution amending Resolution No: 288-2019, the 2020 Budget for the City of Newburgh, New York to transfer funds for 123 Grand Street improvements. (Ali Church)

Una resolución enmendando la Resolución No. 288-2019, el Presupuesto para la Ciudad de Newburgh, Nueva York para transferir fondos para las mejoras del 123 de la Calle Grand. (Ali Church)

8. Declaring Washers and Dryers as Surplus and Authorizing Disposition Through Auction

Resolution declaring 12 free-standing Unimac washing machines and 16 free-standing Speed Queen dryers from 185 Broadway as surplus and authorizing disposition pursuant to the City of Newburgh's Surplus Property Disposition Policy and Procedure. (Ali Church)

Una resolución declarando 12 lavadoras Unimac independientes y 16 secadoras independientes de la 185 de Broadway como excedente y autorizando la disposición de acuerdo con la política y procedimiento de disposición de propiedad de excedente de la Ciudad de Newburgh. (Ali Church)

9. 31 Benkard Avenue - Extension of Time to Rehabilitate

Resolution authorizing an extension of time to rehabilitate the premises known as 31 Benkard Avenue (Section 45, Block 5, Lot 1) in the City of Newburgh until July 31, 2020. (Jeremy Kaufman)

Una resolución autorizando una extensión de tiempo para rehabilitar las instalaciones conocidas como la 31 de la Avenida Benkard (Sección 45, Bloque 5, Lote 1) en la Ciudad de Newburgh hasta el 31 de julio de 2020. (Jeremy Kaufman)

10. 182 Renwick Street - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to William J. McCartney, III to the premises known as 182 Renwick Street (Section 45, Block 15, Lot 10). (Jeremy Kaufman)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a William J. McCartney, II para las instalaciones conocidas como la 182 de la Calle Renwick (Sección 45, Bloque 15, Lote 10). (Jeremy Kaufman)

11. 141 Chambers Street - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to M & N Newburgh Development, LLC to the premises known as 141 Chambers Street (Section 18, Block 4, Lot 19). (Jeremy Kaufman)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a M & N Newburgh Development, LLC para las instalaciones conocidas como la 141 de la Calle Chambers (Sección 18, Bloque 4, Lote 19). (Jeremy Kaufman)

Ordinances/ Decretos

12. Ordinance amending §288-71 to allow parking on the south side of Washington Street between Colden and Liberty Streets

Ordinance amending Section 288-71, Schedule XIII entitled “Parking Prohibited at All Times” of the Code of Ordinances to allow parking on the south side of Washington Street between Colden Street and Liberty Street. (Jeremy Kaufman)

Una Ordenanza enmendando Sección 288-71, Anexo XIII titulado “Estacionamiento Prohibido a Todo Momento” del Código de Ordenanzas para permitir estacionamiento en el lado sur de la Calle Washington entre la Calle Colden y la Calle Liberty. (Jeremy Kaufman)

13. Ordinance amending Chapter 155 "Electrical Standards", Section 155-24 entitled "Suspension or revocation of license; penalties for offenses"

Ordinance amending Section 155-24, Suspension or Revocation of License; Penalties for Offenses, of Chapter 155, "Electrical Standards" of the Code of the City of Newburgh to increase fines for first and subsequent offenses. (Jeremy Kaufman)

Una Ordenanza enmendando Sección 155-24, Suspensión o Revocación de Licencia; Penalidades por Ofensas, del Capítulo 155, "Estándares de Electricidad" del Código de la Ciudad de Newburgh para incrementar multas para infracciones primeras y subsecuentes. (Jeremy Kaufman)

14. 4-way stop at Fullerton Avenue and First Street

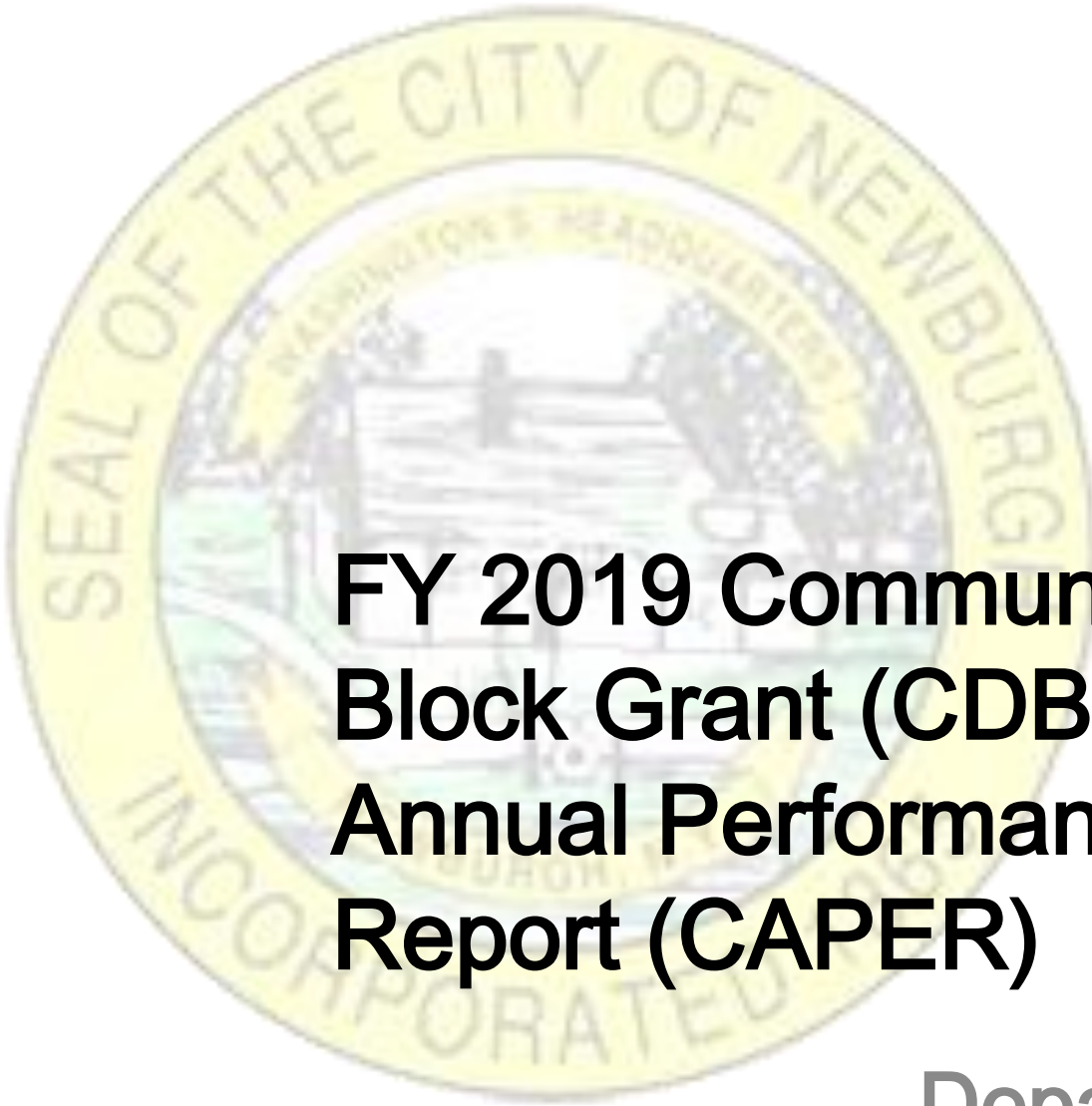
Ordinance amending Section 288-66 of the Code of Ordinances adding stop signs at the intersection of Fullerton Avenue and First Street. (Joseph Donat)

Ordenanza enmendando Sección 288-66 del Código de Ordenanzas agregando señales de PARE en la intersección de la Avenida Fullerton y la Calle First. (Joseph Donat)

Executive Session/ Sesión Ejecutiva

15. Proposed, pending or current litigation

Litigación propuesta, pendiente o actual

The seal of the City of Newburg is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURG" in black. Inside this is a smaller circle with a yellow border containing the text "WASHINGTON'S HEADQUARTERS". The center of the seal depicts a landscape with a river, a bridge, and a building.

FY 2019 Community Development Block Grant (CDBG): Consolidated Annual Performance and Evaluation Report (CAPER)

Department of Planning &
Development
January 2020



Consolidated Annual Performance and Evaluation Report (CAPER)



- The primary purpose of the CAPER is to report on accomplishments of funded activities within the program year and to evaluate the grantee's progress in meeting one-year goals described in the Annual Action Plan and long-term goals described in the Consolidated Plan.
- Also provides grantees an opportunity to evaluate the effectiveness of their programs.



Consolidated Annual Performance and Evaluation Report (CAPER)



- The CAPER is submitted to the United States Department of Housing and Urban Development (HUD) within 90 days after the end of its program year.
- Submitted to HUD through the Integrated Disbursement and Information System or “IDIS.”



FY2019: Year 5 of the 5 Year Plan 2015 - 2019



Summary of FY2019 Projects/Activities



FY2019 Projects/Activities

- Infrastructure
- In Rem Property Program
- Community Policing
- Administration

FY2019 Projects/Activities

Infrastructure Project

Priority Need Supported: Public Improvements/Infrastructure

Summary:

- 59 ADA curb ramp upgrades to intersections in the City of Newburgh. Part of larger city-wide sidewalk, curb ramp and paving infrastructure project.
- CDBG Infrastructure funds spent in 2019: \$697,000.00 (from FY2018 and FY2019 funding)

**NE Corner
Liberty St./2nd St.**



FY2019 Projects/Activities

In Rem Property Project

Priority Need Supported: Housing

Summary:

- 3 City of Newburgh employees
- In Rem Property Team maintained the habitability of 100 properties returned to the City of Newburgh through the foreclosure process.

Activities included:

- Securing properties/Adding New locks
- Light property maintenance such as mowing, snow removal

CDBG In Rem Property Spent in 2019:

\$162,418.00



FY2019 Projects/Activities

Community Policing/Neighborhood Services Project Priority Need Supported: Public Service Programs for Elderly and Youth

Summary: Community Policing/Neighborhood Services activities in the City of Newburgh.

- Summer Film Festival: Outreach to approximately 3,000 film attendees over 6 weeks. Outreach included notice of Police Officer Exam, Summer Food Programs, Orange County Department of Health programs (Ex. Lead testing), other City of Newburgh non-profit programming.
- National Night Out: Outreach to 5,000 attendees.
- CDBG Community Policing/Neighborhood Services Funds spent in 2019: \$17,928.60



FY2019 Projects/Activities

Administration

Summary: Supports the Administrative activities for the Community Development Block Grant, including salary and benefits for the Director of Community Development, as well as public notice and mail costs, Spanish interpretation and translation.

CDBG Administration Funds spent in 2019: \$97,960.00



FY2019 Projects/Activities

Additional FY2019 Funds remaining to support the following Projects scheduled in FY2020:

- \$174,000.00: Match to Federal Share (\$463,000.00) of the Transportation Alternatives Program (TAP) funded “Liberty St. Streetscape and Sidewalk Improvement” Project.
- \$21,000.00: Support to City of Newburgh Water Department Emergency (Homeowner) Water Line/Lead Line Repair Assistance Program.



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Newburgh carried out projects in 2019:

Infrastructure: 59 ADA curb ramps were upgraded to intersections in the City of Newburgh. This project is part of a larger city-wide sidewalk, curb ramp and paving infrastructure project, in order to meet the need of improved transportation access in the City of Newburgh.

In Rem Property Program: Maintenance of the habitability of 100 residential properties returned to the City of Newburgh through the foreclosure process.

Community Policing: Community Policing and services outreach provided through the Summer Film Festival and National Night Out.

Administration: Support services to the Community Development Block Grant, including publishing public notices, processing payment vouchers, report preparation, Spanish translation and interpretation services and salary of the Director of Community Development.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Economic Development	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	1000	100.00%		0	
Economic Development	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	3	3	100.00%			
Economic Development	Non-Housing Community Development	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	3	3	100.00%	0	0	
Economic Development	Non-Housing Community Development	CDBG: \$	Other	Other	0	0			0	
Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	47885	171.02%	697000	697000	100.00%
Public Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	51155	182.70%	1000	23155	2,315.50%

Public Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	900	2050	227.78%	18000	18000	100.00%
Public Services	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Priority Needs

Infrastructure: 59 ADA curb ramps were upgraded to intersections in the City of Newburgh. This project is part of a larger city-wide sidewalk, curb ramp and paving infrastructure project, in order to meet the need of improved transportation access in the City of Newburgh.

Housing: The In Rem property team provided maintenance of the habitability of 100 residential properties returned to the City of Newburgh through the foreclosure process. This project meets several goals, including preserving housing stock and reducing slum and blight.

Public Services: Community Policing and services outreach provided through the Summer Film Festival and National Night Out. These programs provided public service outreach as well activities for youth.

Administration: Support services to the Community Development Block Grant, including publishing public notices, processing payment vouchers,

report preparation, Spanish translation and interpretation services and salary of the Director of Community Development.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HTF
White	200	0
Black or African American	700	0
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	900	0
Hispanic	600	0
Not Hispanic	300	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data in Table 2 is approximate. Of the families and individuals participating in the Community Policing Summer Film Festival and National Night Out, 80% were minorities. The City of Newburgh Children's Summer Film Festival is open to all City of Newburgh residents. However, in order to reach as many low-income families who may have transportation restrictions, the festival was held at the Safe Harbors Green, located on the corner of Broadway and Liberty St. This is a walkable location on the East-End of the City of Newburgh, a target area for low-income activities. The festival was attended by families and individuals, approximately 80% minority.

The In Rem Project assisted the following ethnic groups: 39% Latino or Hispanic, 61% Not-Hispanic or Latino. The racial categories assisted by the In Rem Project include: 6% Asian, 14% Black or African American, 77% White, 2% identify as Other.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	838,786	975,378

Table 3 - Resources Made Available

Narrative

\$975,378 was expended for activities during the 2019 program year. Note: Infrastructure activities were funded with FY2018 and FY2019 dollars.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tracts 4 & 5	70	80	In Rem Property Project, ADA Sidewalk and Curb Cut Project, Summer Film Festival
City Wide	30	20	In Rem Property Project, ADA Sidewalk and Curb Cut Project, Summer Film Festival

Table 4 – Identify the geographic distribution and location of investments

Narrative

The majority of the CDBG projects took place in Census Tracts 4 and 5.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Complete Streets, Liberty Street Streetscape and Sidewalk Project: The City of Newburgh was awarded a Transportation Alternatives Program (TAP) grant from the New York State Department of Transportation in the amount of \$400,000.00. The funds are to be used for a (new) complete street oriented streetscape design replacement of one block of City sidewalks in the heart of the City of Newburgh's Historic downtown, along Liberty St, between Broadway and Ann Street. Community Development Block Grant (CDBG) funding is used to match the TAP funds.

ADA Curb Cuts: The "ADA Curb Cuts" project is part of a larger City of Newburgh street improvement project. Street paving funds are provided through the New York State Consolidated Local Street and Highway Improvement Program (CHIPS) program. Federal (CDBG) funds are used for the ADA Curb Cut compliance portion of the project.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

After evaluating the former City of Newburgh CDBG-funded Emergency Homeowner Repair program, it was determined that the program was not meeting home-owner needs. The City of Newburgh offered a Homeowner Emergency Lead Line Repair program in 2019. The program, part of the City of Newburgh Water Department Lead Line Replacement Program, provides low-moderate income residents with emergency lead water service line repairs.

In 2018, Rural Ulster Preservation Company (RUPCO), a local non-profit organization specializing in community development, completed a \$15 million scattered-site project that renovated 15 abandoned properties to create 45 new affordable apartments in a four-block area of the City of Newburgh's East End. Called East End Apartments, the development is revitalizing this historic neighborhood while preserving its character. Safe Harbors of the Hudson serves as property manager. Among the development's 45 homes, seven apartments are set aside for homeless youth ages 18 to 25 and for homeless veterans. Bridges of New York, a transitional housing program for alcoholism and drug dependency, will coordinate support services. Another 12 apartments are targeted for tenants involved in the arts or literary area.

Discuss how these outcomes will impact future annual action plans.

The City of Newburgh will consider increase in program funding for successful program outcomes.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual	HTF Actual
Extremely Low-income	0	0	0
Low-income	0	0	
Moderate-income	0	0	
Total	0	0	

Table 7 – Number of Households Served

Narrative Information

The City of Newburgh offered an Emergency Homeowner Lead Line . After evaluating the existing program, it was determined that the program was not adequately meeting homeowner needs. For example, a homeowner requested repairs of a porch railing, but upon further inspection, it was identified that the home also needed several other repairs. The City of Newburgh has proposed to revamp the program as a "Homeowner Assistance " program, providing repairs, as well as other assistance such as information about energy efficient appliances and business resources for owner-occupied apartment buildings. Due to the delay in HUD funding, as well as management changes in the City of Newburgh, it is anticipated that the new "Homeowner Assistance " program will debut in 2019.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Newburgh Ministry provides a homeless shelter on Johnston St. Social service assistance, as well as healthcare is provided. In conjunction with the ESPRI-funded "Fragile Economies" project, the Newburgh Ministry provides financial stability assistance, as well as improved health and wellness and resiliency through peer coaching to several at-risk families in the City of Newburgh.

The Newburgh Ministry also operates a seasonal walk-in shelter at a City of Newburgh-owned building, 104 S. Lander St. Social Service assistance is provided to the walk-in guests of the shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

City of Newburgh partners with services such as Regional Economic Community Action Program (RECAP) and Orange County Department of Social Services to address emergency shelter and transitional housing needs of homeless persons. Other partners include Safe Harbors of the Hudson, the Newburgh Ministry and a growing number of organizations providing services to the formerly incarcerated (ex. Exodus Transitional Community).

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Social service agencies and organizations in the City of Newburgh such as Exodus Transitional Community, Bridges of New York and Renwick Recovery, Inc., work to address and promote programs for vulnerable persons and families. In 2017, the NYS Governor's Office commenced the Empire State Poverty Reduction Initiative (ESPRI). ESPRI held a community listening session, as well as convened several task forces, including housing, workforce development, healthcare and wellness. The focus of ESPRI 2019 was to implement several support projects, including the "Fragile Economies Project" and the "Hasbrouck Park Project."

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

RECAP and Orange County Department of Social Services address the housing transition needs for homeless individuals and families, as do a growing number of service organizations, such as Exodus Transitional Community, Bridges of New York, Renwick Recovery, Inc. and Project L.I.F.E.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

City of Newburgh staff continue to meet with the Director of the Newburgh Housing Authority (NHA) on a regular basis regarding any public housing needs. All CDBG programs and City of Newburgh jobs are advertised at the NHA site.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The "City of Newburgh - Housing Resource Guide" and information on how to apply for an fianance a City-owned property are shared with public housing residents. The Newburgh Community Land Bank has been awarded funding through the New York State Attorney General for a "Neighbors for Neighborhoods" Affordable Rental Housing Program. The purpose of the program is to encourage neighborhood residents to rehabilitate properties in their own neighborhood, and maintain the property as affordable rental housing.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Newburgh supports the potential of affordable housing throughout the City of Newburgh. Fees related to land use procedures have been significantly reduced and zoning relaxed to provide more accessibility.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Newburgh has a population in which at least 50% identify as Latinx. Spanish interpretation is provided at CDBG-related meetings (ex. Public Hearings). Spanish translation and dissemination of program materials into Spanish, as well as in English, is required by the City of Newburgh under the Language Access Plan.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Coordination between Lead Safe Orange and City of Newburgh Code Compliance of City of Newburgh-owned properties.

The City of Newburgh is planning to apply for a Lead remediation grant through HUD's Office of Lead Hazard Control and Healthy Homes (OLHCHH).

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

In 2017, the NYS Governor's Office commenced the Empire State Poverty Reduction Initiative (ESPRI) in the City of Newburgh. The City of Newburgh ESPRI is managed by United Way of Dutchess-Orange Region.

ESPRI held a community listening session, as well as convened several task forces, including housing, workforce development, healthcare and wellness. The focus of ESPRI 2019 was to implement the Newburgh Ministry managed "Fragile Economies Project." The Fragile Economies Project aims to help low income families achieve financial goals and establish a savings cushion to help with life's unexpected events and emergencies. Families work with peer coaches to set goals, create an action plan, and stay on track. Families are connected to support where needed.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Fees related to land use procedures have been significantly reduced and zoning relaxed to provide more accessibility. In addition, the City of Newburgh has developed a more streamlined land use board

process, to enhance accessibility.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Newburgh takes a lead in the Newburgh Housing Coalition, which includes Habitat for Humanity of Greater Newburgh, PathStone (HUD Homeowner training), Orange County Social Services, Safe Harbors of the Hudson and the Newburgh Community Land Bank. The City of Newburgh also participates in the Orange County Housing Planning Committee, which has even broader outreach and member organizations.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Homeownership preparation and training through Pathstone, Independent Living and Habitat for Humanity of Greater Newburgh. Introduction of Tenants Responsibilities and accompanying public workshops are also provided.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In compliance with City of Newburgh procedures, the Notice of a 15-Day Public Comment Period for the 2019 CAPER was submitted to 4 local newspapers as well as a Spanish language publication/social media. The newspapers include the Times Herald Record, The Sentinel, Hudson Valley Press and the Times Community Papers (Mid-Hudson Times) and La Voz. The CAPER will be available for public comment from 02/25/2020 - 03/11/2020. The CAPER will be posted on the City of Newburgh website. Hard-copies of the CAPER will be available at City of Newburgh, City Hall, 83 Broadway, in the Clerk's Office and in the Planning & Development office, 123 Grand St., and at the Newburgh Free Library, 124 Grand St. The 2019 CAPER Public Hearing is scheduled for 02/24/2020.

The CAPER will also be distributed to the Community Development Block Grant [Citizens] Advisory Group.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in the City of Newburgh's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-56 - HTF 91.520(h)

Describe the extent to which the grantee complied with its approved HTF allocation plan and the requirements of 24 CFR part 93.

The City of Newburgh does not manage the Housing Trust Fund (HTF) award. HTF is awarded to New York State Homes and Community Renewal.

Tenure Type	0 – 30% AMI	0% of 30+ to poverty line (when poverty line is higher than 30% AMI)	% of the higher of 30+ AMI or poverty line to 50% AMI	Total Occupied Units	Units Completed, Not Occupied	Total Completed Units
Rental	0	0	0	0	0	0
Homebuyer	0	0	0	0	0	0

Table 15 - CR-56 HTF Units in HTF activities completed during the period

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE
AND ACCESS AGREEMENT WITH
CENTRAL HUDSON GAS & ELECTRIC CORPORATION AND
ITS CONTRACTED AGENTS TO ALLOW ACCESS
TO CITY OWNED PROPERTY IN CONNECTION WITH A
GAS MAIN RELOCATION PROJECT UNDER THE NEW YORK STATE THRUWAY**

WHEREAS, Central Hudson Gas & Electric Corporation (“CHG&E”) is undertaking a gas main relocation project underneath the New York State Thruway (I-87) at New York State Route 207; and

WHEREAS, the gas main relocation project underneath the New York State Thruway (I-87) at New York State Route 207 includes temporary laydown, staging and storage yard/area for vehicles, equipment, pipes apparatus, and pipe string out for direction bore location on the City’s water supply property located adjacent to the project site, which is owned and controlled by the City and identified as Section 4, Block 3, Lot 1.1 on the official tax map of Orange County (“the City Property”), as set forth on the map or plan hereto attached and made a part hereof; and

WHEREAS, CHG&E wishes to begin the work at the project site, and the City agrees to provide access to CHG&E to the portions of the City Property to allow CHG&E to perform the work, subject to the conditions provided within the attached agreement; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the license and access agreement, in substantially the same form annexed hereto, with Central Hudson Gas & Electric Corporation and their contracted agents to allow them access to City owned property in connection with the gas main relocation project underneath the New York State Thruway (I-87) at New York State Route 207, New Windsor, New York.

LICENSE and Access Agreement

THIS LICENSE, made as of this ____ day of _____, 2020 granted by **CITY OF NEWBURGH having its principal office at 83 Broadway Newburgh, NY 12550** (hereinafter referred to as "Licensor" or City of Newburgh) to **CENTRAL HUDSON GAS and ELECTRIC CORPORATION having an address of 284 South Ave Poughkeepsie, NY 12601**(hereinafter referred to as "Licensee").

Licensee has requested that Licensor allow Licensee to have access to a specific portion of Licensor's property for the specific purpose(s) set forth below. Licensee has represented to Licensor that Licensee will exercise due care in conducting the specific purpose(s) allowed by this License.

Permission and license ("License") is hereby granted to Licensee, to use a portion of property owned by Licensor located in the Town of New Windsor, County of Orange, State of New York, more particularly identified as Section 4, Block 3, Lot 1.1 on the official tax map of Orange County ("the City Property").

The portion of the City Property to which this License applies is shown and identified on the plan attached as Exhibit-A, and the License granted herein shall not relate or apply to any other portion of the City Property. The portion of the City Property to which the License relates is hereinafter referred to as the "License Area."

Licensee's use of the License Area pursuant to this License is limited to the following purpose(s): To use as a temporary laydown, staging and storage yard/area for vehicles, equipment, pipes apparatus, and pipe string out for direction bore location to be performed under the New York State Thruway (I-87) at New York State Route 207 (such actions being hereinafter referred to as the "Permitted Use").

This License for the Permitted Use is granted subject to the following terms and conditions:

1. This License is a non-exclusive License and shall be revocable at will by Licensor in accordance with Paragraph 2 below.
2. The term of this License shall commence on the date first set forth below as the date of Licensee's acceptance, and shall continue until revoked by Licensor or terminated by Licensee as provided for herein. This License shall be revocable at will by Licensor its successors or assigns at any time upon written notice to Licensee. This License may be terminated by Licensee at any time upon written notice to Licensor. Upon termination or revocation of this License, Licensor at its discretion, may require Licensee to return the License Area to its pre-encroachment and pre-permitted use condition within thirty (30) days after such termination reasonable wear and tear excepted. All costs involved in restoring the License Area to its Original Condition shall be borne by Licensee.

3. The Permitted Use shall not be changed or altered, nor shall it be enlarged, enhanced or expanded, nor shall it be relocated to any other site within the City Property without in each instance Licensee securing the prior written consent of Licensor.
4. This License shall not be assigned by Licensee nor sub-licensed by Licensee, without the prior written consent of Licensor, which such consent may be granted or denied in Licensor's reasonable discretion. Licensee acknowledges that J Mullen & Sons Construction Co, Inc. shall act as a subcontractor for the Licensee and shall also use the License Area for the Permitted Use. Licensee shall submit all required insurance documents of subcontractor's insurance to Licensor in accordance with Section 7, prior to the execution of this agreement.
5. The use of the License Area pursuant to this License shall not unreasonably interfere with, obstruct or endanger Licensor's use of the City Property or License Area.
6. Licensee shall provide a site restoration bond in the amount of \$15,000 due upon execution of this agreement. Bond shall be maintained for the entire term of this agreement and for 60 days following termination or expiration of this agreement.
7. The Licensee shall be required to provide evidence of Commercial General Liability Insurance and Automobile Liability insurance covering claims for personal injury (including bodily injury and death), property damage (including loss of use thereof) and contractual liability in an amount of not less than \$3 million per occurrence. The Licensee Commercial General Liability insurance limits shall apply on a per-project or per-contract basis and shall name Licensor, its officers and employees as an additional insured. The additional insured endorsement applicable to the Licensee Commercial General Liability insurance must be at least as broad as would be provided by ISO form CG 00 01 (0413). In addition, the Licensee shall furnish, maintain and provide evidence of Workers' Compensation and Employers' Liability insurance providing statutory coverage for the State of New York with Employers' Liability limits of \$1 million. The Licensee is responsible for providing satisfactory proof of their insurance to Licensor prior to executing the agreement.
8. All costs and expenses associated with the Permitted Use and operation on the License Area shall be borne by and be the responsibility of Licensee.
9. In the event of a default by Licensee of any of its obligations pursuant to the terms and provisions of this License, including the failure to restore the Permitted Use and/or remove any other structure, obstruction or encroachments placed within the confines of the City Property by Licensee, upon demand by Licensor to remove same and/or after termination and/or revocation of this License in accordance with paragraph "2" hereof, Licensor shall be entitled to (i) exercise self-help in that Licensor may enter the City Property and License Area and restore the Permitted Use, at the cost and expense of Licensee, from the City Property, or (ii) seek an

immediate restraining order and injunction enjoining and directing Licensee, its successors or assigns to comply with the terms and provisions of this License including the restoration of the Licensed Area and removal of any other obstruction, encroachment or structure placed by Licensee, from the Property, at Licensee's sole cost and expense. Licensee agrees that a default in the terms and provisions of this covenant, and particularly, its obligation to restore the Permitted Use and/or other obstruction, encroachment or structure after revocation and/or termination in accordance with paragraph "2" hereof, will cause Licensor irreparable injury and harm, no adequate remedy at law exists and that Licensor shall be entitled to enjoin and restrain such default and failure to restore. The right of Licensor to pursue the self-help remedy or to seek a restraining order and/or injunction in accordance with this paragraph, shall be in addition to any and all other rights or remedies Licensor may have at law, or in equity by statute or otherwise, and all such rights shall be cumulative.

10. To the fullest extent permitted by law, Licensee hereby agrees to indemnify, defend (at the option of Licensor) and hold harmless Licensor, its elected officials, officers, board members, employees or agents from and against any and all losses, charges, claims, demands, suits, actions, costs, expenses (including reasonable attorney's fees), damages, causes of action, judgments, and liabilities for personal injury (including death to any person) and/or for damage or injury to the property of any person (including Licensor's property) incident to or which may arise from or is alleged to arise in any manner from the negligent exercise of Licensee's rights under this License or in any manner related to the negligent use of the Permitted Use, City Property or License Area by Licensee or any person authorized, hired or employed by Licensee or any person entering the City Property or License Area with Licensee's knowledge or permission or negligently using the facilities thereon.
11. Licensee agrees to install orange construction fencing around the perimeter of the Permitted Use area as shown in Exhibit-A. This fencing shall be maintained in good condition during the entire term of the license agreement. Construction fencing shall be placed no closer than 15 feet to the centerline of the City's 16 inch Raw Water Transmission Main as delineated on the site by the City. No access shall be permitted within 15 feet of the centerline of the 16 inch Raw Water Transmission Main.
12. Dig Safely NY 811. Licensee agrees to require that all contractors and subcontractors strictly adhere to the requirements of Dig Safely New York 811 for utility mark-outs on the Permitted Use area. Licensee further represents that they will incur all costs associated with any required private mark-outs as necessary to locate underground utilities within the excavated area or the construction/material staging area, and shall maintain such utility mark-outs for the duration of the License Agreement. Licensee shall require, and provide proof to the Licensor, that all excavation contractors on the Permitted Use area are Dig Safely New York 811 Certified Excavators.

13. Licensee shall release the Licensor of any responsibility for environmental contamination caused by Licensee's activities on the License Area. All costs associated with soil removal and restoration shall be funded solely by the Licensee. Licensee agrees to comply with all current environmental regulations related to soil disturbances, disposal criteria, erosion & sediment control, control of dewatering discharges, and agrees to follow all best management practices while operating on the property.
14. Term. Until the earlier of January 1, 2021, or the termination of this Agreement, unless modified by both Parties, this Agreement shall remain in effect and Licensee shall maintain all rights in accordance therewith.
15. It is understood and agreed that no vested right in the City Property 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 City held the City Property prior to the execution of this Agreement.
16. Waiver. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.
17. Severability. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as permitted by law.
18. Entire Agreement. This Agreement, together with Exhibit-A, represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.
19. Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with, and be governed by, the laws of the State of New York.
20. Licensee shall pay the Licensor a site access fee in the amount of \$1,000 due upon execution of this agreement.

Please indicate Licensee's acceptance of the above terms and conditions by signing and returning to City of Newburgh both notarized copies of this License Agreement. After execution by City of Newburgh, the License Agreement will be returned to you.

SIGNATURE PAGE TO FOLLOW

CITY OF NEWBURGH

By: _____
Joseph P. Donat – City Manager

The foregoing License and the terms and conditions set forth herein are hereby accepted
this _____ day of _____, 2020.

CENTRAL HUDSON GAS AND ELECTRIC CORPORATION

By: _____
Luke E. Mangels - Supervisor Real Property Services

APPROVED AS TO FORM:

Todd Venning
City Comptroller

Michelle Kelson
Corporation Counsel

ACKNOWLEDGMENT OF LICENSOR:

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

On the ____ day of _____, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual described whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

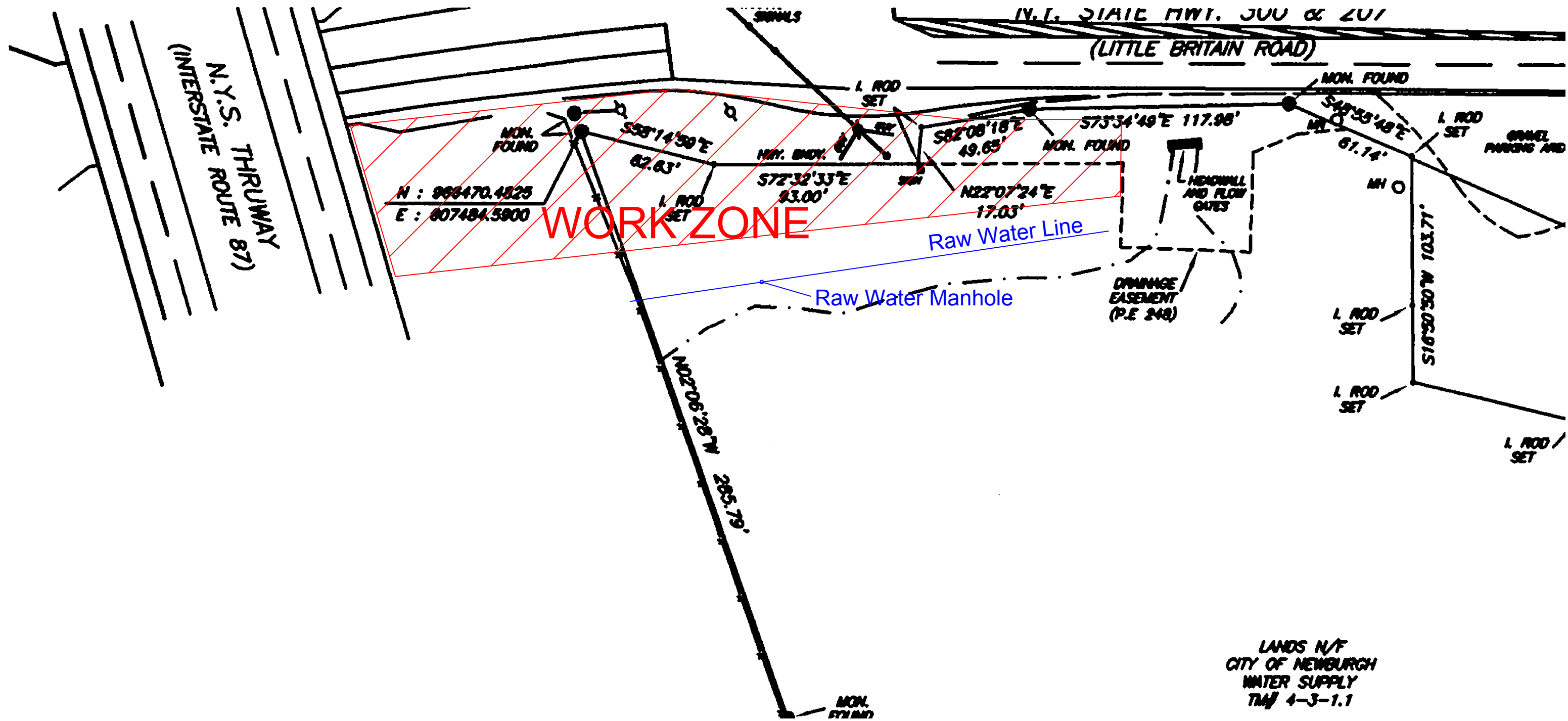
ACKNOWLEDGMENT OF LICENSEE:

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

On the ____ day of _____, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual described whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

Exhibit - A



RESOLUTION NO.: _____-2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER
WITH CH ENERGY GROUP, INC.**

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the removal of three LED2900 lamps and one LED3600 lamp on poles numbered 110934, 21458, 21685, and 1431, and the installation of six LED6800 lamps on poles numbered 110934, 2108, 21458, 21681, 21685, and 1431, all located on Lutheran Street; and

WHEREAS, there will be a cost to the City of Newburgh of \$13.67 per lamp per monthly period for this change;

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 attached amendment to the Street Lighting Authority Order.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
610 LITTLE BRITAIN ROAD
NEW WINDSOR, NY 12553-6114
(845) 452-2700

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH NY 12550

ORDER NO.: H8-06202
ACCOUNT NO.: 8411-2080-00
DATE: 01/28/20

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE CITY LGTG , IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE _____ (COUNCIL/BOARD OF THE _____ OF _____ AT A MEETING HELD ON _____, 20__ AS FOLLOW

ACTION:

INSTALL OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
REMOVE	LED	2900	110934	A	151-01	LUTHERAN ST	13.05CR
INSTALL	LED	6800	110934	A	151-01	LUTHERAN ST	13.67
INSTALL	LED	6800	2108	A		LUTHERAN ST	13.67
REMOVE	LED	2900	21458	A		LUTHERAN	13.05CR
INSTALL	LED	6800	21458	A		LUTHERAN	13.67
INSTALL	LED	6800	21681	A		LUTHERAN ST	13.67
REMOVE	LED	2900	21685	A	151-01	LUTHERAN ST	13.05CR
INSTALL	LED	6800	21685	A	151-01	LUTHERAN ST	13.67
REMOVE	LED	3600	1431	A	151-01	LUTHERN ST	12.75CR
INSTALL	LED	6800	1431	A	151-01	LUTHERN ST	13.67

PER CITY STAFF

- ** A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- ** B. CUSTOMER OWNED/COMPANY MAINTAINED
- ** C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY _____ BY _____
_____, 20 _____ TITLE _____
W.O.NO. _____ DATE WORK COMPLETED _____ BY _____

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
WATER QUALITY SAMPLING AND ANALYSIS OF BROWNS POND
AT A COST OF \$8,975.00**

WHEREAS, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful algal blooms as the City's back up water supply; and

WHEREAS, a water quality monitoring program will focus on proactive management of monitoring for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality sampling and analysis of Browns Pond; and

WHEREAS, the cost for such professional services will be \$8,975.00 and funding shall be derived from F.8389.0448.5022.0000; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to a Water Quality Sampling and Analysis Program for Browns Pond at a cost of \$8,975.00.

WATER QUALITY SAMPLING AND ANALYSIS CONTRACT

PROPERTY NAME: Brown's Pond
CONTRACT DATE: 02/10/20
SUBMITTED TO: Wayne Vradenburgh
493 Little Britain Road
Newburgh, NY 12550
wvradenburgh@cityofnewburgh-ny.gov
(845) 565- 3356
SUBMITTED BY: Emily Mayer

PROJECT OVERVIEW:

SOLitude Lake Management (SLM) is pleased to propose a Water Quality Monitoring Program for the City of Newburgh Water Department in 2020. This program will primarily focus on the proactive management of monitoring potential HABs (Harmful Algal Blooms), while continuing to establish a robust baseline dataset. The following monitoring techniques that will be implemented include: testing *in-situ* field parameters, surface water chemistry parameters, as well as phytoplankton enumeration at both sampling sites. Both sample sites will be GPS-referenced where all data will be collected.

SPECIFICATIONS:

Water Quality Sampling and Analysis:

1. Water quality assessments are to be conducted at Brown's Pond throughout the season. **Two sampling stations** would be established; a north station and a south station. All stations will be GPS-referenced.
2. **Six sampling events** would be conducted in 2020: **May, June, July, August, September and October.** All sampling will be conducted with a gas-powered motor boat.
3. At each station the following parameters will be measured on each date *in situ*: water temperature, dissolved oxygen, pH, water clarity, alkalinity and total hardness. In 2020, phycocyanin (a pigment produced by cyanobacteria) data will also be collected at both sites using a calibrated meter. At the deep-water station, a temperature/dissolved oxygen profile (2-foot intervals) would be performed. The following samples would be collected for analysis at a certified analytical laboratory: **total phosphorus, total nitrogen, nitrate, total suspended solids, chlorophyll a and conductivity.**
4. Results of tests will be emailed two – three weeks after field collection.

Phytoplankton Analysis:

1. Phytoplankton samples will be collected at each station on all sampling dates. Samples will be sand filtered, and microscopically identified to genus level (natural

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units/ml) and enumeration will be performed at the Solitude Lake Management's lab in Washington, NJ. Phytoplankton results will be provided within 48 hours of collection.

2. Samples will be collected by the client (a week after our sampling event) and mailed overnight to SLM's lab for analysis during the following months: **May, June, July, August, September, October, November, and December**. Samples should be collected in 1-liter plastic jars, labeled with proper identification and refrigerated during shipment. A visibility measurement taken with a secchi disk should accompany each sample.
3. If the client is concerned of a potential algal bloom occurring based on visual conditions or clarity readings, they can send additional samples for phytoplankton analysis via overnight courier. Client supplied water samples is **\$155.00 per sample**. Prices do not include the overnight courier expense which is the responsibility of the Client. Invoices will be submitted monthly following completion of the microscopic examination. Empty plastic bottles and shipping supplies will be boxed and returned to the Client, at their cost, if requested.

Microcystin Testing:

1. A water sample will be collected during each sampling event to measure for the algal toxin Microcystin, utilizing the Abraxis Algal Toxin Test Strip Kit. Results will be reported within 24 hours of collection.

Year End Summary Report:

1. A brief summary of the water quality results, treatments that were performed, and recommendations for the following year will be provided in a year end summary report. The report will also support the development of a CMP (Cyanotoxin Management Plan) for 2019.

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General Contract Conditions

- Company will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- Company will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
- Company is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
- Company will maintain general liability and workman's compensation insurance.
- Company shall be reimbursed by the Client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Client that are not covered specifically by the written specifications of this contract.
- Neither party may assign this Agreement without the written consent of the other party; provided, that Company may assign this Agreement upon the merger, reorganization, consolidation, change of control or sale of all or substantially all of the assets of Company. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

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**CONTRACT PRICE:****Initials****Water Quality Monitoring Program****(6 sampling dates + 2 sample stations + Microcystin Testing + YER)****\$ 8,975.00**

PAYMENT TERMS:

1. Acceptance of this proposal can be executed by returning a signed copy, and initialing the requested services
2. 50% of the contract price will be invoiced following the initial field data collection event (May, 2020).
3. 25% of the contract price shall be invoiced following completion of the final sampling event (October, 2020).
4. The final 25% of the contract price will be invoiced following submittal of the report (December – January 2021).

APPROVED:

SOLitude Lake Management®

(Authorized Signature)**City of Newburgh Water Department**_____
(Print Name and Title)_____
(Date)

TEXAS HUNTER®
P R O D U C T S 



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RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 24, 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 DEEARAH R. WRIGHT WILEY AND STEPHEN T. WILEY
FOR THE AMOUNT OF \$159,900.00**

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 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 May 29, 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	DeeArah R. Wright Wiley Stephen T. Wiley	\$159,900.00

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 **2019-2020**, 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 **2019-2020**, 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.
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 **\$3,000.00** 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: _____

DeeArah R. Wright Wiley

Stephen T. Wiley

Proposal Form

Contact Information:

Name: Stephen T. Wiley DeeArah R. Wright Wiley
 Business Name (If Applicable): _____
 Address: 214 Bainbridge Street Apt. 2L
 City, State & Zip: Brooklyn, NY 11233
 Home phone: 917.340.5235
 Business Phone: N/A
 Mobile Phone: 917.340.5235
 E-mail: steph@brooklynpackers.com
 Federal I.D. No. (If Applicable): _____

Property Ownership Information:

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

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

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

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

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

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

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No 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: 103 Washington Street Newburgh, NY 12250

S-B-L#: 39-3-13

Type of Project:

x Single Family (includes a condominium unit)

____ Multi-Family (# of Units____)

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

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

_____ Commercial _____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 159,900

(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 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: \$ 54,000.00

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

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

General Contractor: Dwellstead, Inc.

Architect: Licensed Professional

Engineer: Licensed Professional



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:

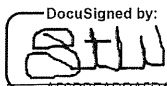
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

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:

A56DBFADDASD44A...
Signature

Stephen T. Wiley

Print Name

2/9/2020

Submit Application to:

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

DocuSigned by:
DeeArah R. Wright Wiley
92A830754B314C5...

DeeArah R. wright wiley

Date

2/9/2020

January 28, 2020

The Wright Wiley Family
214 Bainbridge Street
Apt. 2L
Brooklyn, NY 11233
718.344.7075; 917.340.5235
deearahw@gmail.com; steph@brooklynpackers.com

City of Newburgh
83 Broadway
Newburgh, NY 12550
(845) 569-7300

RE: Wright Wiley Family Letter | in support of the offer on 103 Washington Street

To Whom It May Concern:

"Keep building... Keep building..." these are the first words to a song that we made up with our son when he was a toddler, stacking blocks. After being rooted in Brooklyn for many years, we, the Wright Wiley's, are so excited to keep building in Newburgh--building community, connections, and positive impact. We are: DeeArah Wright Wiley, Stephen Wiley, Dahlia [age 17] and Savion [age 4]. We would be honored to make 103 Washington Street our Newburgh home; thank you for considering our offer.

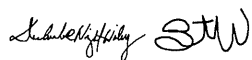
DeeArah Wright Wiley is an artist, dancer, writer, community engagement specialist, and a leader in education. She is currently a consultant and *Director of Education* at **Brooklyn Children's Museum**. Steph Wiley is a dancer, DJ, cooperative business owner, and cooperative development advocate. He is currently a *Worker-Owner* of **Brooklyn Packers**--a worker-owned food distribution service business. Together as a social-entrepreneurial family based in Brooklyn, we have produced community street festivals, managed and facilitated a historic mansion as a community space, and gathered with others to work towards shared and transformative goals.

We are life designers; we tap into our unique gifts to design our work and how we move...in ways that reflect our values. We are looking to re-root in a new home, live creatively, and partner with neighbors to build community from within. As an African-American family, we value the diversity of Newburgh, and we look forward to developing cooperatives that authentically benefit Newburgh residents. DeeArah is looking to start a sliding-scale cooperative school rooted in Black and Latinx leadership and culture, project-based learning, mindfulness, and life-design. Steph is looking to launch a cooperative business through which worker-owners grow and distribute organic food in sustainable and accessible ways. Dahlia is off to college in the fall of 2020, and she is currently passionate about midwifery, birthwork justice, and photography. Savion loves to laugh, explore the outdoors, jump, dance, and, of course...sing his original songs.

We are prepared to invest our creativity and resources into how we move in Newburgh. Securing 103 Washington Street as our home and renovating it to meet our needs as a family would be a welcomed first challenge as we connect with our new community.

Feel free to contact us with any questions at all. We look forward to hearing from you!

With Gratitude,



DeeArah, Steph, Dahlia, Savion

DeeArah's LinkedIn: <https://www.linkedin.com/in/deearah/>

Steph's worker-owned cooperative's IG account for the CSA: <https://www.instagram.com/p/B72JePPB4Cz/?igshid=svsew8xatyh4>

Brooklyn Packers: <https://www.instagram.com/p/B3DccBEFo4N/?igshid=y7zsfleogd8h>

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: **Street Parking**
 Heat Zones/Type: **Base Board**
 A/C: **None**
 Hot Water: **Gas Stand Alone**
 Garbage: **Public**
 Lot Description: **Level**

Elec Co:
 Fuel: **Natural Gas**
 Water: **Municipal**
 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: **bsmith@riverrealty.com**
 LO: **bsmith@riverrealty.com**
 CLA: **bsmith@riverrealty.com**
 CLA Email: **bsmith@riverrealty.com**
 CLO: **bsmith@riverrealty.com**
 SA: **0%** BA: **2.5%**

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

River Realty

Services, Inc.

Date: 2/10/2020Purchaser: DeeArah R. Wright wileysteph wiley

Purchaser (Corporate Name): _____

For property located at: 103 Washington Street, Newburgh, NYOwned by: City of Newburgh

Terms of the offer as follows:

Purchase Price:	<u>159,900</u>
Seller Concession (if applicable)	_____
Net to Seller:	<u>159,900.00</u>
Amount due on contract signing:	<u>3,000</u>
Amount due at closing:	<u>156,900.00</u>
Contracts to be signed on or about:	<u>ASAP</u>

Closing to be (☒ on or about) or (____ on or before): 4/10/2020Personal Property included in sale: As per listingThis sale is contingent upon (☒ attorney review of a formal contract, (☒ buyer to perform an engineer inspection within (10) days, (☒ clear title, and as follows: _____.The sale is contingent upon purchaser securing a FHA 203k mortgage commitment in the amount of \$213,490.The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with The SAME is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of 2.5% by the seller on or before closing.

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

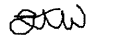
DocuSigned by:

DeeArah R. Wright Wiley

Purchaser

Seller

DocuSigned by:



Purchaser

Seller

214 Bainbridge Street Apt. 2L Brooklyn, NY 11233Purchaser Address
718.344.7075

Seller Address

Purchaser Phone
Ivan Bonet

Seller Phone

Purchaser Attorney
356 Meadow Avenue Newburgh, NY 12550

Seller Attorney

Attorney Address
845-566-5345

Attorney Address

Attorney Phone

Attorney Phone

DocuSigned by:

Selling Agent: Elizabeth Vega-Lebron River Realty Services, Inc.

Listing Agent: _____

Phone: 917-628-8835 Fax: 845-564-0700

Phone: _____ Fax: _____

Email: lizvegalebron@gmail.com

Email: _____





New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

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

Dual Agent with Designated Sales Agents

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

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

This form was provided to me by Elizabeth Vega-Lebron (print name of licensee) of River Realty Services, Inc.
(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☒ Seller as a (check relationship below)

☐ Buyer as a (check relationship below)

☐ Seller's agent

☐ Buyer's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

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

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

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

(I) (We) DeeArah R. Wright Wiley Stephen T. Wiley acknowledge receipt of a copy of this disclosure

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

DocuSigned by:

DeeArah R. Wright Wiley

02A830754B314C5

DocuSigned by:

[Signature]

FE6DD908F75B4BA

Date: 1/31/2020

Date: 1/31/2020

Property Address:	103 Washington Street, Newburgh, NY 12550				
Buyer Name	DeeArah Wright Wiley and Stephen T. Wiley				
Budget Prepared by Dwellstead Inc.					
REPAIR COST ESTIMATE AND SCHEDULE					
Exterior Estimated	Estimated Start Date	Material	Labor	Total	
ROOF					
GUTTER/SPOUTS	5/16/2020	200	600	800	
WINDOWS		-	-	-	
DOORS (Replace front/Back doors)					
SIDING/TRIM/EXTERIOR PAINTING		-	-	-	
FOUNDATION		-	-	-	
STEPS, PORCHES, DECKS	8/1/2020	1,050	2,800	3,850	
FENCE		900	1,800	2,700	
LANDSCAPING					
OTHER		250	500	750	
Exterior Repairs Sub-total		2,400	5,700	8,100	
	Estimated Start Date	Material	Labor	Total	
CLEAN-OUT, INTERIOR DEMOLITION	5/15/2020	400	1,200	1,600	
REMEDIATION - LEAD AND/OR ASBESTOS	5/15/2020	-	-	-	
FRAMING	6/1/2020	500	2,000	2,500	
HEATING SYSTEM/HOTWATER HEATER	6/15/2020	500	1,400	1,900	
PLUMBING	6/15/2020	1,800	6,000	7,800	
ELECTRIC	7/1/2020	500	1,500	2,000	
INSULATION	7/15/2020	3,125	1,800	4,925	
DRYWALL	7/16/2020	200	750	950	
BATH(S)	8/1/2020	500	1,500	2,000	
KITCHEN(S)	8/1/2020	2,000	2,500	4,500	
INTERIOR DOORS	8/1/2020			-	
TRIM/INTERIOR PAINTING	8/1/2020	600	2,600	3,200	
FLOORING	8/15/2020	600	3,000	3,600	
OTHER:	8/1/2020	250	500	750	
INTERIOR REPAIR SUBTOTAL		10,975	24,750	35,725	
ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT	5/1/2020		1,000	1,000	
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL)	20%	2,675	6,090	8,765	
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)		\$16,050.00	\$37,540.00	\$53,590.00	

February 6, 2020

Congratulations Deearah Wright Wiley and Stephen Wiley on qualifying for a mortgage loan. You are one step closer to your move-in day. **The type and sales price of the mortgage loan are shown below.** This qualification is based on information provided to PrimeLending and an initial credit review, which allowed us to determine your eligibility and initial qualification of financial requirements for the proposed sales price.

- Loan number: **BL6677**
- Sales price: **\$225,000**
- Loan type: **30 Year FHA Fixed Rate**
- Property type: **Single Family Attached**
- Property address: **TBD**
- Number of units: **1**

Once received, the application and supporting documentation will be evaluated in accordance with PrimeLending underwriting criteria. Notification of a credit decision will be provided once a complete application has been submitted and a decision has been made by underwriting.

Among other things, final approval of the loan will require the following:

1. A fully executed sales contract.
2. Verification of income as validated by the IRS, including tax transcripts and tax returns.
3. Verification of assets, adequate reserves and employment must remain unchanged at the time of closing.
4. The transaction complies with PrimeLending underwriting and processing requirements.
5. The subject property satisfies PrimeLending and investor requirements, including but not limited to, appraisal, title, survey, property inspection, condition, any applicable insurance (i.e. hazard, title and/or flood insurance).
6. Remittance of closing costs and/or down payment with verified funds.
7. Satisfaction of any other conditions or requirements specific to final loan approval.

ADDITIONAL CONDITIONS: This will be for an FHA 203K renovation loan product.

Since 1986, we have helped over half a million homeowners buy a new home, renovate a current home or refinance. We are committed to making your home loan simple by providing trusted guidance, dependable service and a clear and timely process.

Please feel free to call (845) 476-3054 or email ademaris@primelending.com if you need additional information. We look forward to working with you.

Thank you.



Angela Demaris
Senior Loan Originator
Direct: (845) 476-3054
Mobile: (914) 879-2059
1450 Route 300 #101,
Newburgh, NY 12550
NMLS: 403692
ademaris@primelending.com
ademaris.primelending.com

Home Loans Made Simple™

PrimeLending NMLS #13649 shall determine, in its sole discretion, whether the conditions set forth herein are satisfied and reserves the right to unilaterally withdraw this qualification, which may include a refusal to approve the application due to any condition not being met or any material change in risk. This qualification is based on current market conditions and the type of loan selected and does not guarantee loan approval. There are no third-party beneficiaries to this Mortgage Loan Qualification Letter and this Mortgage Loan. The Qualification Letter is solely for the benefit of the parties hereto. This is not a commitment to lend. Program terms, conditions, interest rates, and points reflect today's market and are subject to change without notice.

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: \$ 51,100

Annual Taxes: \$ 2,445+/-

Selling Price: \$159,900

The city acquired this property: August 2019

Offer Information:

Name: DeeArah R. Wright Wiley and Stephen T. Wiley

Offer Price: **\$159,900**

Renovation Estimate: \$ 54,000 +/-

Proof of Financing: Prime Lending—FHA 203K Pre-Qualifying Statement.

Comments: DeeArah Wright Wiley and her husband Stephen Wiley—and their two children - intend to move from Brooklyn to reside at 103 Washington Street. Ms. Wiley is currently the Director of Education at the Brooklyn Children's Museum; Mr. Wiley is a dancer and a cooperative business owner as well as a cooperative development advocate. Ms. Wiley would like to begin a sliding-scale, cooperative school in Newburgh; Mr. Wiley would like to develop a local cooperative business, focusing on the distribution of organic food.

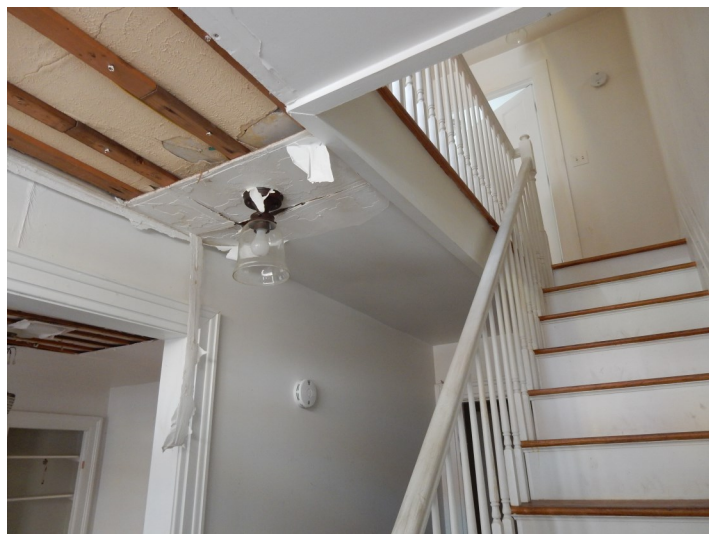
The house needs repair: it suffered significant water damage (not readily apparent in the photos) when pipes burst during a winter cold-spell a couple of years ago. The house benefits from a desirable location—within steps away from the growing commercial district along Liberty Street.

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. There were three other offers on the property at significantly lower prices. The Wileys submitted, by far, the highest and best offer.





Interior Photos



RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 24, 2020

**RESOLUTION AMENDING RESOLUTION NO: 288-2019,
THE 2020 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER FUNDS FOR 123 GRAND STREET IMPROVEMENTS**

WHEREAS, the City of Newburgh was awarded a New York State Homes and Community Renewal (“HCR”) Affordable Housing Corporation Grant AHC-5GG53 in the early 1990s and was administratively closed in July 2010 by HCR with \$115,129.98 remaining in two City of Newburgh Accounts; and

WHEREAS, HCR advises that since the grant has been closed since 2010, the City may elect to transfer the money to cover ongoing improvements at 123 Grand Street; and

WHEREAS, the election requires an adjustment to the 2020 Budget to reflect the reallocation and transfer of the grant funds to revenue and expense lines from which the funds can be used for improvements to 123 Grand Street; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
AU.0000.0200.0002	\$ 956.50	
DR.0000.0200.0006	\$114,173.48	
Revenue: A.0000.2701		\$115,129.98
Expense: A.1620.0208.0001		\$115,129.98

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 24, 2020

**A RESOLUTION DECLARING 12 FREE-STANDING UNIMAC WASHING MACHINES
AND 16 FREE-STANDING SPEED QUEEN DRYERS
FROM 185 BROADWAY AS SURPLUS AND
AUTHORIZING DISPOSITION PURSUANT TO THE CITY OF NEWBURGH'S
SURPLUS PROPERTY DISPOSITION POLICY AND PROCEDURE**

WHEREAS, the City of Newburgh acquired the property located at 185 Broadway through in rem tax foreclosure; and

WHEREAS, the City of Newburgh Department of Planning and Development has inventoried the contents of the building located at 185 Broadway and identified 12 free-standing Unimac washing machines and 16 free-standing Speed Queen dryers that are of no use to the City of Newburgh; and

WHEREAS, the Department of Planning and Development has requested that the washing machines and dryers be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the 12 free-standing Unimac washing machines and 16 free-standing Speed Queen dryers as surplus 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 12 free-standing Unimac washing machines and 16 free-standing Speed Queen dryers are declared to be surplus and of no further use or value to the City of Newburgh; and

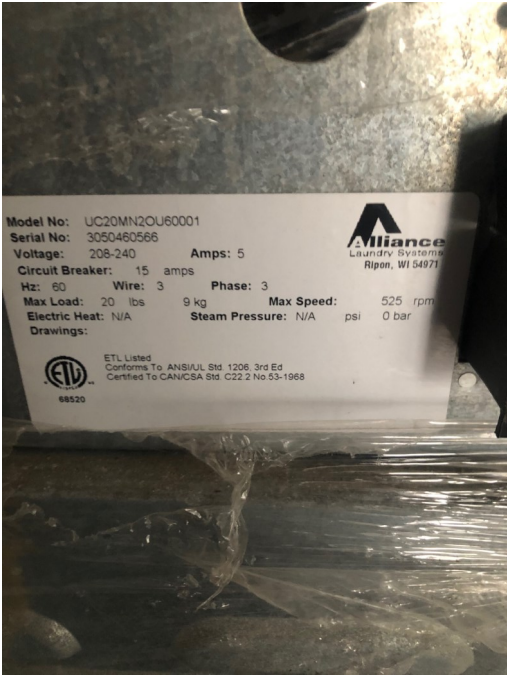
BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus washing machines and dryers in accordance with the City of Newburgh's Surplus Property Disposition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

Washer/Dryers at 185 Broadway



Free-standing Dryers

Free-standing Washers



RESOLUTION NO. _____ - 2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 31 BENKARD AVENUE
(SECTION 45, BLOCK 5, LOT 1) IN THE CITY OF NEWBURGH UNTIL JULY 31, 2020**

WHEREAS, the City of Newburgh did convey the premises located at 31 Benkard Avenue, more accurately described as Section 45, Block 5, Lot 1 on the Official Tax Map of the City of Newburgh, by deed dated June 20, 2018; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 20, 2019; and

WHEREAS, in accordance with Paragraph 5 of the Terms of Sale, the City Manager granted the allowable 3 month extension from the original date of December 20, 2020, which will expire on March 20, 2020; and

WHEREAS, the owner of the property, 31 Benkard Avenue LLC, stated it would be unable to comply with the March 20, 2020 deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant an extension of time to rehabilitate the premises;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 31 Benkard Avenue LLC be granted an extension to rehabilitate the premises known as 31 Benkard Avenue in the City of Newburgh until July 31, 2020.

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CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

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

TO: Michele Kelson, Corporation Counsel
FROM: William F. Horton, Fire Chief/Building Inspector
DATE: February 6, 2020
SUBJECT: 31 Benkard Avenue, Request for Extension

Following a review of the building file, a site inspection on February 5, 2020 and speaking to David Kohl, progress on the project has begun at a reasonable pace. The owner is working towards completion of the renovation and his request for an extension is reasonable and supported by my office.

Thank you.

Kaufman, Jeremy

From: Horton, William
Sent: Thursday, February 06, 2020 3:02 PM
To: Kaufman, Jeremy
Subject: RE: 31 Benkard

I had a long talk with David about that... it's a real possibility that he will need more time.
I have no issue for even longer than July, but if its approved for July he will be back again.

From: Kaufman, Jeremy
Sent: Thursday, February 6, 2020 12:52 PM
To: Horton, William <WHorton@cityofnewburgh-ny.gov>
Subject: RE: 31 Benkard

Property owner is asking for July 31, 2020. It wasn't in your memo, so just confirming that you agree with that amount of time for the remaining rehab. Let me know. Thanks.

From: Horton, William
Sent: Thursday, February 06, 2020 8:43 AM
To: Kaufman, Jeremy; Resto, Autumn; Talerico, Donna
Cc: Ross, Lisa
Subject: 31 Benkard

For IPS as well.
Thank you.

William F. Horton, Chief
City of Newburgh Fire Department
22 Grand Street
Newburgh, NY 12550
845-569-7412
WHorton@cityofnewburgh-ny.gov

RESOLUTION NO.: _____-2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO WILLIAM J. McCARTNEY, III TO THE PREMISES KNOWN AS
182 RENWICK STREET (SECTION 45, BLOCK 15, LOT 10)**

WHEREAS, on April 5, 2018, the City of Newburgh conveyed property located at 182 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 15, Lot 10, to William J. McCartney, III; and

WHEREAS, Mr. McCartney 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 182 Renwick Street, Section 45, Block 15, Lot 10 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated April 5, 2018, from THE CITY OF NEWBURGH to WILLIAM J. McCARTNEY, III, recorded in the Orange County Clerk's Office on April 9, 2018, in Liber 14386 of Deeds at Page 1199 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 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 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: February 7, 2020

SUBJECT: 182 Renwick Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 182 Renwick Street owned by William McCartney, I conducted an inspection of the property on 2/7/2020 and reviewed the building file in the office. Below are my findings:

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

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

Currently there are no open permits.

There is valid Rental License from an inspection on 9/27/19.

There is a valid Certificate of Occupancy on file from 9/13/1971 for a Three Family Dwelling.

Thank you.



RESOLUTION NO.: _____-2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO M & N NEWBURGH DEVELOPMENT, LLC TO THE PREMISES
KNOWN AS 141 CHAMBERS STREET (SECTION 18, BLOCK 4, LOT 19)**

WHEREAS, on September 23, 2016, the City of Newburgh conveyed property located at 141 Chambers Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 4, Lot 19, to M & N Newburgh Development, LLC; and

WHEREAS, the attorney for M & N Newburgh Development, LLC 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 141 Chambers Street, Section 18, Block 4, Lot 19 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 September 23, 2016, from THE CITY OF NEWBURGH to M & N NEWBURGH DEVELOPMENT, LLC, recorded in the Orange County Clerk's Office on September 29, 2016, in Liber 14116 of Deeds at Page 959 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 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 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: February 11, 2020

SUBJECT: 141 Chambers Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 141 Chambers Street owned by M&N Newburgh Development LLC, I conducted an inspection of the property on 2/11/2020 and reviewed the building file in the office. Below are my findings:

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

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

Currently there are no open permits.

There is valid Rental License from an inspection on 9/20/2019.

There is a valid Certificate of Occupancy on file from 9/23/2019 for a Two Family Dwelling.

Thank you.



ORDINANCE NO.: _____ - 2020

OF

FEBRUARY 24, 2020

AN ORDINANCE AMENDING SECTION 288-71, SCHEDULE XIII ENTITLED
“PARKING PROHIBITED AT ALL TIMES” OF THE CODE OF ORDINANCES
TO ALLOW PARKING ON THE SOUTH SIDE OF WASHINGTON STREET
BETWEEN COLDEN STREET AND LIBERTY STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York, that Section 288-71, Schedule XIII be and is hereby amended as follows:

Section 1. Section 288-71. Schedule XIII: Parking Prohibited at All Times, be and it hereby is amended as follows:

In accordance with the provisions of § 288-21, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Washington Street	South	From Water Street to Liberty <u>Colden</u> Street

Section 2. This Ordinance shall take effect on April 1, 2020.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.



City of Newburgh

Planning and Development

City Hall – 83 Broadway

Newburgh, New York 12550 www.cityofnewburgh-ny.gov

TEL: (845) 569-9400

FAX: (845) 569-9700

FOR OFFICE USE ONLY

Address/ Intersection: Washington Street between Liberty Street and Colden Street.

Modification: Add parallel parking to the south side.

Committee Recommendation Letter Date: November 4, 2019

Committee Approved: X Disapproved: _____ Pilot: _____

Date	Department Head	Recommendation	Adjustment
<u>11-13-19</u>	Engineering <u>Jason Morris</u>	Yes ☒ No _____	_____
<u>11/13/19</u>	Planning & Dev. <u>Alexandra Churn</u>	Yes ☒ No _____	_____
<u>11-13-19</u>	Codes <u>William Horn</u>	Yes ☒ No _____	<u>OK B.T. Remove #37</u>
<u>11/13/2019</u>	Fire Acting Chief Alhers	Yes ☒ No _____	<u>See attached email string</u>
<u>12/05/19</u>	Police Chief Solomon / Lt. Lahar	Yes ☒ No _____	<u>See attached email string</u>
<u>11/26/2019</u>	DPW George Garrison	Yes ☒ No _____	<u>See attached email string</u>

CITY MANAGER: Approved: _____ Denied: _____

Joseph P. Donat
City Manager

DATE

Wade, Chad

From: Ahlers, Terry
Sent: Wednesday, November 13, 2019 2:55 PM
To: Wade, Chad
Subject: RE: TAC Parking recommendation on Washington Street

I agree.
OK with FD

From: Wade, Chad
Sent: Wednesday, November 13, 2019 1:00 PM
To: Ahlers, Terry <TAhlers@cityofnewburgh-ny.gov>; Solomon, Doug <DSolomon@cityofnewburgh-ny.gov>; Garrison, George <GGarrison@cityofnewburgh-ny.gov>
Cc: Morris, Jason <JMorris@cityofnewburgh-ny.gov>; Church, Alexandra <achurch@cityofnewburgh-ny.gov>; Horton, William <WHorton@cityofnewburgh-ny.gov>
Subject: TAC Parking recommendation on Washington Street

All:

Attached please find the routing slip, TAC recommendation letter, and conceptual layout for the TAC recommendation to add parking to the south side of Washington Street between Liberty Street and Colden Street. As per the routing slip the final layout will remove space no. 37 as requested by Asst. Chief Horton. Please review, fill out the slip accordingly, and return at your earliest convenience.

Thank you in advance for your time.

Chad M. Wade, R.L.A.
Assistant City Engineer

83 Broadway
Newburgh, New York 12550
Phone: (845) 569.7446
Fax: (845) 569.7349
Email: cwade@cityofnewburgh-ny.gov

Wade, Chad

From: Solomon, Doug
Sent: Thursday, December 05, 2019 1:28 PM
To: Wade, Chad
Subject: FW: TAC Parking recommendation on Washington Street

From: Lahar, Kevin
Sent: Thursday, December 5, 2019 12:39 PM
To: Solomon, Doug <DSolomon@cityofnewburgh-ny.gov>
Subject: RE: TAC Parking recommendation on Washington Street

Chief,

I'm supportive of adding some parking spaces in the area, however adding any parking will narrow the roadway which is used frequently by emergency vehicles. George's concern regarding slippery roadway conditions is also relevant. I would also STRONGLY recommend any spaces added be metered parking which would be common sense due to proximity to shopping and commercial businesses.

Respectfully,

Lt. Kevin Lahar

Patrol Division
K9 Supervisor
Motor Supervisor
City of Newburgh Police Department
55 Broadway
Newburgh, NY 12550
(845) 569-7571 (Desk)
(845) 561-9052 (Fax)
KLahar@cityofnewburgh-ny.gov

From: Solomon, Doug
Sent: Thursday, December 05, 2019 12:31 PM
To: Lahar, Kevin <KLahar@cityofnewburgh-ny.gov>
Subject: FW: TAC Parking recommendation on Washington Street

Let me know your thoughts.

From: Wade, Chad
Sent: Thursday, December 5, 2019 12:26 PM
To: Solomon, Doug <DSolomon@cityofnewburgh-ny.gov>
Cc: Morris, Jason <JMorris@cityofnewburgh-ny.gov>
Subject: RE: TAC Parking recommendation on Washington Street

Chief Solomon, if you have a chance to look at this would you please provide a response so that we are able to move this to the next step. Thank you in advance for your time.

Chad M. Wade, R.L.A.

Assistant City Engineer

83 Broadway
Newburgh, New York 12550
Phone: (845) 569.7446
Fax: (845) 569.7349
Email: cwade@cityofnewburgh-ny.gov

From: Garrison, George
Sent: Tuesday, November 26, 2019 10:33 AM
To: Wade, Chad <CWade@cityofnewburgh-ny.gov>; Solomon, Doug <DSolomon@cityofnewburgh-ny.gov>
Cc: Morris, Jason <JMorris@cityofnewburgh-ny.gov>
Subject: RE: TAC Parking recommendation on Washington Street

My only issue is parking on the hillside of it in the winter time. That hill gets very slippery when it snows but if nobody else has any issues with it then I'm ok with it.

From: Wade, Chad
Sent: Tuesday, November 26, 2019 9:12 AM
To: Solomon, Doug <DSolomon@cityofnewburgh-ny.gov>; Garrison, George <GGarrison@cityofnewburgh-ny.gov>
Cc: Morris, Jason <JMorris@cityofnewburgh-ny.gov>
Subject: TAC Parking recommendation on Washington Street

Doug/George:

To follow up on my email from two weeks ago I would like to request the review of the below request and get feedback so that I can move this project along. I have heard from everyone else.

Thank you in advance for your time.

Chad M. Wade, R.L.A.
Assistant City Engineer

83 Broadway
Newburgh, New York 12550
Phone: (845) 569.7446
Fax: (845) 569.7349
Email: cwade@cityofnewburgh-ny.gov

From: Wade, Chad
Sent: Wednesday, November 13, 2019 1:00 PM
To: Ahlers, Terry <TAhlers@cityofnewburgh-ny.gov>; Solomon, Doug <DSolomon@cityofnewburgh-ny.gov>; Garrison, George <GGarrison@cityofnewburgh-ny.gov>
Cc: Morris, Jason <JMorris@cityofnewburgh-ny.gov>; Church, Alexandra <achurch@cityofnewburgh-ny.gov>; Horton, William <WHorton@cityofnewburgh-ny.gov>
Subject: TAC Parking recommendation on Washington Street

All:

Attached please find the routing slip, TAC recommendation letter, and conceptual layout for the TAC recommendation to add parking to the south side of Washington Street between Liberty Street and Colden Street. As per the routing slip the final layout will remove space no. 37 as requested by Asst. Chief Horton. Please review, fill out the slip accordingly, and return at your earliest convenience.

Thank you in advance for your time.

Chad M. Wade, R.L.A.
Assistant City Engineer

83 Broadway
Newburgh, New York 12550
Phone: (845) 569.7446
Fax: (845) 569.7349
Email: cwade@cityofnewburgh-ny.gov



City of Newburgh Transportation Advisory Committee

123 Grand St, Newburgh, NY 12550 • **Committee Chair:** Gabe Berlin

transportation@cityofnewburgh-ny.gov • facebook.com/groups/newburghtransportation

To: Joe Donat, City Manager, City of Newburgh
From: Transportation Advisory Committee of Newburgh
Date: November 4, 2019
Re: Updated parking design on Washington St

Dear Mr City Manager,

As the City and the Transportation Committee looks for ways to implement our Complete Streets policy, including efficient use of street design and transportation equity, we would like to recommend that the city add parking spaces on Washington St, adjacent to Washington's Headquarters.

Currently parking is prohibited on the south side of Washington St. between Liberty St. and Colden St. The engineering department, in coordination with Alexandra Church AICP and Assistant Chief William Horton, conducted a site inspection and has drawn up the attached plans (page 2), showing where we can add parking spaces in place of currently unused street space. The layout takes into consideration emergency services response to the water front since they occasionally come the wrong way down Grand Street when responding in order to cut down the response time.

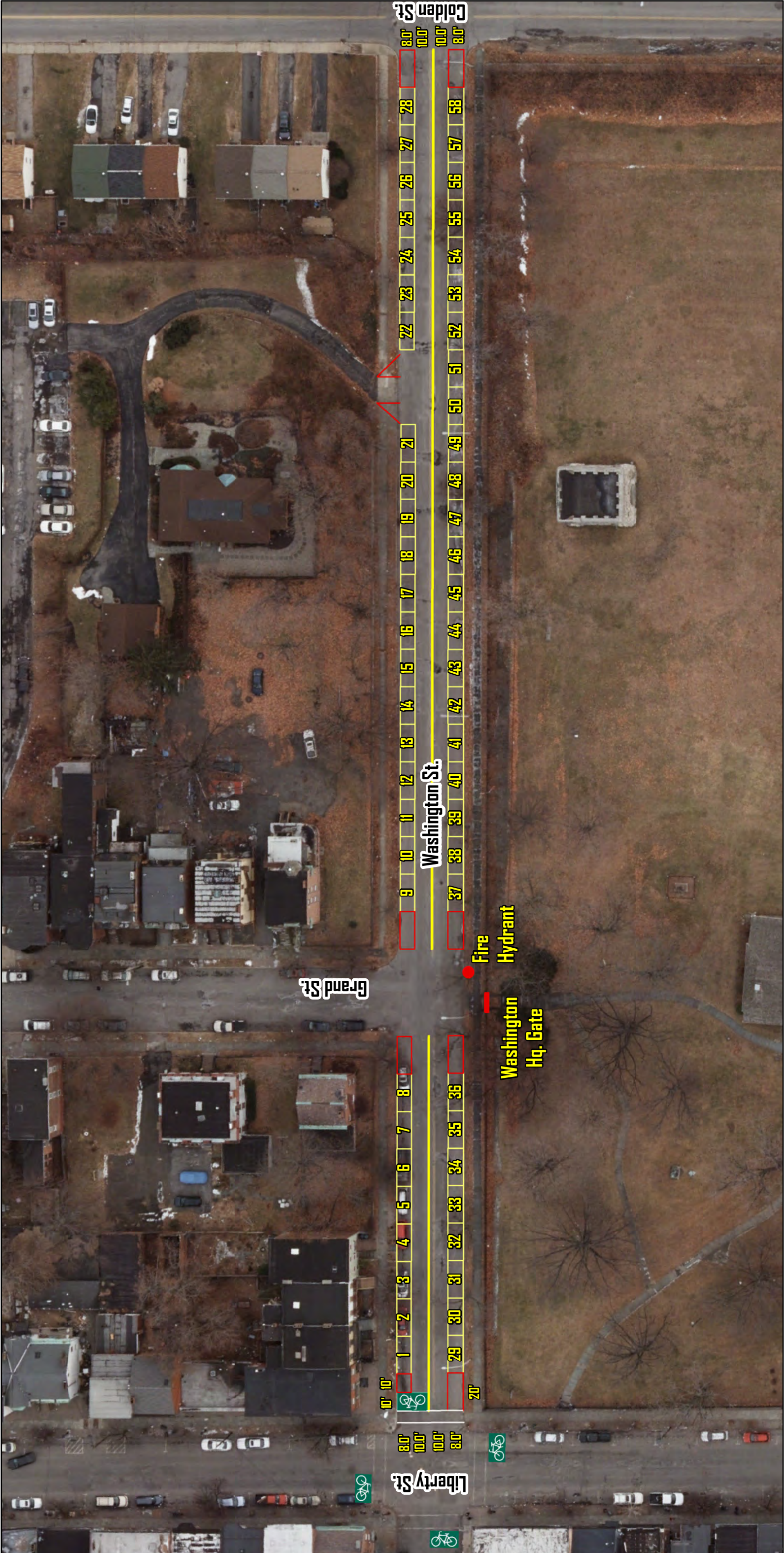
With the continued rejuvenation of Liberty St. and its popularity additional parking is warranted as the Ann Street parking lot has seen an increase in parking. As growth along the corridor continues, there is an anticipation that hopefully this parking can reduce traffic along Liberty St, encouraging walkability while adding parking capacity for visitors. It will also allow the intersection of Washington St and Liberty St to be better designed to accommodate bicyclists and pedestrians, in addition to car traffic.

If you have any questions, please do not hesitate to reach out.

Sincerely,

Gabe Berlin
Chair, Transportation Advisory Committee
347-406-4140

Conceptual Parking Spaces Along Washington St.



FOR VISUAL REFERENCE ONLY



1 inch = 50 feet



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

ORDINANCE NO.: _____ - 2020

OF

FEBRUARY 24, 2020

AN ORDINANCE AMENDING SECTION 155-24, SUSPENSION OR REVOCATION OF
LICENSE; PENALTIES FOR OFFENSES, OF CHAPTER 155, "ELECTRICAL
STANDARDS" OF THE CODE OF THE CITY OF NEWBURGH
TO INCREASE FINES FOR FIRST AND SUBSEQUENT OFFENSES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 155-24 entitled "Suspension or Revocation of License; Penalties for Offenses" of Chapter 155, "Electrical Standards" of the Code of the City of Newburgh is hereby amended as follows:

Section 1. § 155-24. Suspension or Revocation of License; Penalties for Offenses

- (A) Any license issued hereunder may be suspended for a period of up to one year, or a license may be revoked, in the discretion of the Board, after hearing upon due notice held, upon charges given to the licensee and an opportunity to be heard in his defense in person and/or by attorney, if the Board is satisfied that the holder of such license or any of his or its officers or employees willfully or by reason of incompetence has violated any provision of this article or of any other law or of any ordinance, local law, or provision of the New York State Uniform Fire Prevention and Building Code ~~or the Building Code of the City~~ governing electrical work or requiring permits therefor. ~~or any requirements contained in the rules and regulations of the New York State Board of Fire Underwriters, known as the "National Electrical Code."~~
- (B) The Board may, ~~in lieu of~~ in addition to suspending or revoking a license hereunder, impose a fine of not exceeding ~~\$50 for the first offense and not less than \$100 nor more than \$500 for a subsequent offense~~ \$1,000 for each offense and may suspend the license until such fine is paid.

Section 2. This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

**CITY OF NEWBURGH
ELECTRICAL BOARD**

**Terry Ahlers, Acting Fire Chief
Rosanne Burton, Secretary**

55 Grand Street, Newburgh, New York

Phone: (845) 569-7415 Fax: (845) 569-7435

RESOLUTION OF THE CITY OF NEWBURGH ELECTRICAL BOARD

LET IT BE RESOLVED

At a meeting of the City of Newburgh Electrical Board meeting held on December 10, 2019, the Board hereby moves to support an amendment of the City of Newburgh Code of Ordinances, Chapter 155, Section 155-24, entitled "Suspension or Revocation of License; Penalties for Offenses" as follows:

Section 1. § 155-24. Suspension or Revocation of License; Penalties for Offenses

(A) Any license issued hereunder may be suspended for a period of up to one year, or a license may be revoked, in the discretion of the Board, after hearing upon due notice held, upon charges given to the licensee and an opportunity to be heard in his defense in person and/or by attorney, if the Board is satisfied that the holder of such license or any of his or its officers or employees willfully or by reason of incompetence has violated any provision of this article or of any other law or of any ordinance, local law, or provision of the New York State Uniform Fire Prevention and Building Code ~~or the Building Code of the City~~ governing electrical work or requiring permits therefor. ~~or any requirements contained in the rules and regulations of the New York State Board of Fire Underwriters, known as the "National Electrical Code."~~

(B) The Board may, in lieu of addition to suspending or revoking a license hereunder, impose a fine of not exceeding \$50 for the first offense and not less than \$100 nor more than \$500 for a subsequent offense \$1,000 for each offense and may suspend the license until such fine is paid.

Section 2. This Ordinance shall take effect immediately.

LET IT BE FURTHER RESOLVED

The Electrical Board urges the City Council of the City of Newburgh to pass a resolution amending Section 155-24 as written.

Electrical Board Vote (Amendment of §155-24)

Moved by: Frank Perugino

Seconded by: Ron Henry

	Aye	Nay	Abstain
Terry Ahlers, Acting Fire Chief	<u>X</u>	_____	_____
Ron Henry, Member	<u>X</u>	_____	_____
Frank Perugino, Member	<u>X</u>	_____	_____
Franklin Thompson, Member	<u>X</u>	_____	_____
William Horton, Building Inspector/ Assistant Fire Chief	Absent		

Dated: December 11, 2019

Terry Ahlers
TERRY AHLERS
ACTING FIRE CHIEF

ORDINANCE NO.: _____-2020

OF

FEBRUARY 24, 2020

AN ORDINANCE AMENDING SECTION 288-66 OF THE CODE OF ORDINANCES
ADDING STOP SIGNS AT THE INTERSECTION OF FULLERTON AVENUE
AND FIRST STREET

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

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

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

Stop Sign on	Direction of Travel	At Intersection of
<u>Fullerton Avenue</u>	<u>Both</u>	<u>First Street</u>

Section 2. This Ordinance shall take effect on March 1, 2020.

Underlining denotes additions
~~Strikethrough~~ denote deletions



City of Newburgh Transportation Advisory Committee

123 Grand St, Newburgh, NY 12550 • **Committee Chair:** Gabe Berlin

transportation@cityofnewburgh-ny.gov • facebook.com/groups/newburghtransportation

To: Joe Donat, City Manager, City of Newburgh
From: Transportation Advisory Committee of Newburgh
Date: August 15, 2019
Re: 4-way stop at Fullerton Ave and First St

Dear Mr City Manager,

In April 2019, Council member Bob Sklarz visited with the Transportation Committee and presented his constituents, concern about the intersection of Fullerton and First St. Constituents report that currently the intersection is a two-way stop. This means that in the direction without stop signs, on Fullerton Ave, cars often speed and drive dangerously. This creates a dangerous situation for pedestrians who would like to safely cross. It also makes it dangerous for drivers trying to cross along First St with the stop signs.

Based on a site visit and comments from CM Sklarz and the community, the Newburgh Transportation Committee would like to recommend that two more stop signs be installed on Fullerton Ave, turning the intersection from a 2-way stop to a 4-way stop. This is an efficient and low-cost measure that would calm traffic in all directions, make the intersection safer for all modes of transit, and will not adversely inhibit through traffic on Fullerton Ave. See image below.

Sincerely,

Gabe Berlin

Chair, Newburgh Transportation Advisory Committee

347-406-4140





City of Newburgh

Planning and Development

City Hall – 83 Broadway

Newburgh, New York 12550 www.cityofnewburgh-ny.gov

TEL: (845) 569-9400

FAX: (845) 569-9700

FOR OFFICE USE ONLY

Address/ Intersection: Fullerton and First

Modification: 4-way stop plus crosswalks

Committee Recommendation Letter Date: 8/15/19

Committee Approved: X Disapproved: _____ Pilot: _____

Date	Department Head	Recommendation	Adjustment
_____	Engineering _____	Yes _____ No _____	_____
<u>8/15</u>	Planning & Dev. <u>A. Church</u>	Yes <u>X</u> No _____	Yes, to crosswalks, tentative to stop, pending bus analysis
<u>9/20</u>	Codes <u>[Signature]</u>	Yes _____ No <u>X</u>	<u>Need to look at Busel</u>
_____	Fire _____	Yes _____ No _____	_____
_____	Police _____	Yes _____ No _____	_____
_____	DPW _____	Yes _____ No _____	_____

CITY MANAGER: Approved: _____ Denied: _____

Joseph P. Donat
City Manager

DATE