



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*

March 13, 2017  
7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of February 27, 2017
5. City Manager Update / Gerente de la Ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. Certificates of Recognition will be presented to Newburgh Free Academy Junior Varsity Basketball Team  
(City Council)

*Se presentaran certificados de reconocimiento al equipo de basketball Junior Varsity de la escuela Newburgh Free Academy (Consejo Municipal)*

7. Certificates of Recognition will be given to City of Newburgh DPW Employees for saving a City Resident from a car fire  
Assistant Chief Ahlers

*Se presentaran certificados de reconocimiento a los trabajadores del Departamento de Obras Publicas de la Ciudad de Newburgh por haber salvado a un residente de la Ciudad de un incendio vehicular. (Asistente de Jefe Ahlers)*

8. Certificate of Recognition will be given to Mr. Tommy Boyd for saving the life of a Second Grader at Horizon on the Hudson Elementary School.  
*Se presentara un certificado de reconocimiento al Señor Tommy Boyd por salvar la vida de un estudiante de segundo grado del colegio de primaria Horizon on the Hudson.*

Comments from the public regarding the agenda/Comentarios del público con respecto a la agenda

Comments from the Council regarding the agenda/Comentarios del Consejo con respecto a la agenda

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

9. Resolution No. 60 -2017 - Release of Covenants - 263 Liberty Street

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Russell Turiak to the premises known as 263 Liberty Street (Section 18, Block 5, Lot 14) (Michelle Kelson)

*Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y el derecho a reingreso de una escritura emitida a Russell Turiak a las localidades conocidas como la 263 de la Calle Liberty (Sección 18, Bloque 5, Lote 14) (Michelle Kelson)*

10. Resolution No. 61 - 2017 Release of Restrictive Covenants - 111-113 Robinson Avenue

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Alfred Joseph Vecchione to the premises known as 111-113 Robinson Avenue (Section 16, Block 13, Lot 18) now known as 115 Robinson Avenue and 117 Robinson Avenue (Section 16, Block 13, Lots 16.2 and 17.2) (Michelle Kelson)

*Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y el derecho a reingreso de una escritura emitida a Alfred Joseph Vecchione a las localidades conocidas como la 111-113 de la Avenida Robinson (Sección 16, Bloque 13, Lote 18) ahora conocida como la 115 de la Avenida Robinson y 117 de la Avenida Robinson (Sección 16, Bloque 13, Lote 16.2 y 17.2) (Michelle Kelson)*

11. Resolution No. 62 - 2017 -Extension of Time to Close - 1 Lincoln Terrace

Resolution authorizing the extension of time to close title on the property located at 1 Lincoln Terrace (Section 21, Block 4, Lot 7) sold at private sale to Victoria Gallo. (Michelle Kelson)

*Una resolución autorizando la extensión del tiempo para cerrar en una propiedad ubicada en la 1 de Lincoln Terrace (Sección 21, Bloque 4, Lote 7) vendida en una venta privada a Victoria Gallo. (Michelle Kelson)*

12. Resolution No. 63 - 2017 - 20 South Miller St - Amendment to License Agreement

Resolution authorizing the City Manager to execute an amended license agreement with Habitat for Humanity of Greater Newburgh, Inc. to permit access to City owned property located at 20 South Miller Street (Section 30, Block 2, Lot 37) to perform predevelopment and construction activities. (Michelle Kelson)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de licencia enmendada con Hábitat para la Humanidad de Newburgh, Inc.*

*Para permitir acceso a la propiedad ubicada en la 20 de la Calle Miller Sur (Sección 30, Bloque 2, Lote 37) para llevar a cabo las actividades de pre-desarrollo y construcción. (Michelle Kelson)*

13. Resolution No. 64 - 2017 - To release the reverter clauses on 55 Liberty Street, 95 Renwick, 117 Renwick, 119 Renwick, 121 Renwick, and 108 Renwick

Resolution authorizing the City Manager to execute a Release of Restrictive Covenants and Agreements in connection with a Right of Re-entry and Reverter held by the City of Newburgh for six (6) parcels of real property located on Liberty and Renwick Streets. (Michelle Kelson)

*Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas en conexión con el derecho a reingreso y revoco conservadas por la Ciudad de Newburgh para seis (6) parcelas de bienes raíces ubicadas en las Calles Liberty y Renwick. (Michelle Kelson)*

14. Resolution No. 65 - 2017 - LWRP: Declaration of Lead Agency and Declaration of Negative Environmental Impact

Resolution of the City Council of the City of Newburgh declaring itself Lead Agency under State Environmental Quality Review Act (SEQRA) for the Amendment of the Local Waterfront Revitalization Program, adopting an Environmental Assessment Form, issuing a Negative Declaration and submitting to the New York State Department of State. (Michele Kelson & Deirdre Glenn)

*Una resolución por el Consejo Municipal de la Ciudad de Newburgh declarándose como agencia líder bajo el Acto de Revisión de Calidad del Medio Ambiente Estatal para la enmienda del programa de revitalización de la marina local, adoptando un Formulario de Evaluación del Medio Ambiente, emitiendo una Declaración Negativa y sometiénolo al Departamento de Estado del Estado de Nueva York. (Michelle Kelson y Deirdre Glenn)*

15. Resolution No. 66 - 2017 - Apply for and Accept if Awarded a Trees for Tribs Grant from the DEC Hudson River Estuary Program

Resolution Co-Sponsoring the application of the Quassaick Creek Watershed Alliance for a New York State Department of Environmental Conservation Hudson River Estuary Program Trees for Tribs Technical Assistance Grant. (Deirdre Glenn)

*Una resolución co-auspiciando la solicitud de la Alianza del Quassaick Creek Watershed para una subvención de Asistencia Técnica de árboles por tribs del Departamento del Estado de Nueva York de Conservación del Medio Ambiente del programa de Estuario del Rio Hudson. (Deirdre Glenn)*

16. Resolution No. 67 - 2017 - Purchase of 233 First Street

Resolution to authorize the conveyance of real property known as 233 First

Street (Section 29, Block 4, Lot 4) at private sale to George W. Reithoffer for the amount of \$4,000.00. (Deirdre Glenn)

*Una resolución autorizando el traspaso del bienes raíces conocidas como la 233 de la Calle First (Sección 29, Bloque 4, Lote 4) en una venta privada a George W. Reithoffer por la cantidad de \$4,000.00. (Deirdre Glenn)*

17. Resolution No. 68 - 2017 - Purchase of 100 Courtney Avenue

Resolution to authorize the conveyance of real property known as 100 Courtney Avenue (Section 48, Block 1, Lot 27) at private sale to Aamir Mumtaz for the amount of \$36,000.00. (Deirdre Glenn)

*Una resolución autorizando el traspaso del bienes raíces conocidas como la 100 de la Avenida Courtney (Sección 48, Bloque 1, Lote 27) en una venta privada a Aamir Mumtaz por la cantidad de \$36,000.00. (Deirdre Glenn)*

18. Resolution No. 69 - 2017 - NYS DOH Health Commerce System Participant Agreement

Resolution authorizing the City Clerk to execute a Health Commerce System Participant Organization Agreement with the New York State Department of Health and designating the City Clerk/Registrar of Vital Statistics as Health Commerce System Coordinator. (Michelle Kelson)

*Una resolución autorizando a la secretaria de la Ciudad a ejecutar un acuerdo de la organización del participante del sistema del comercio a la salud con el Departamento de Salud del Estado de Nueva York y designar a la Secretaria de la Ciudad/Registrante de Estadísticas Vitales como la Coordinadora del Sistema de Comercio de la Salud (Michelle Kelson)*

19. Resolution No. 70 - 2017 - Three (3) Temporary Firefighter Positions in the Fire Department

Resolution authorizing the addition of three (3) Firefighter positions on a temporary basis in the City of Newburgh Fire Department. (Assistant Chief Alhers & Katie Mack)

*Una resolución autorizando la adición de tres (3) puestos de bomberos en una base temporal en el Departamento de Bomberos de la Ciudad de Newburgh. (Jefe de Asistente Ahlers y Katie Mack)*

20. Resolution No. 71 - 2017 - Fair and Welcoming City Resolution

A Resolution Declaring the City of Newburgh a Fair and Welcoming City. (Michelle Kelson)

*Una resolución declarando a la Ciudad de Newburgh como una Ciudad Justa y Acogedora. (Michelle Kelson)*

21. Resolution No. 72 -2017 - Hudson River Waterfront Alliance/Hudson River Proposed Anchorage Sites

A Resolution of the City Council of the City of Newburgh adopting the Hudson River Waterfront Alliance Pledge in connection with its opposition to the establishment of anchorage grounds in the Hudson River by the United States



Coast Guard. (Councilwoman Karen Mejia)

*Una resolución del Consejo Municipal de la Ciudad de Newburgh adoptando la promesa del Hudson River Waterfront Alliance en conexión con su oposición al establecimiento de tierras de anclaje en el Río Hudson por la Guardia Costera de los Estados Unidos. (Concejal Karen Mejia)*

22. Resolution No. 73 - 2017

A Resolution to authorize a settlement in the matter of constitutional property rights advocates against the City of Newburgh in the amount of \$22,500.00. (Michelle Kelson)

23. Resolution No. 74 - 2017

A Resolution authorizing the City Manager to execute on behalf of the City of Newburgh a Third Amendment to the Land Development Agreement with Mill Street Partners, LLC for the Redevelopment of City owned properties known as the Mid Broadway Site. (Michelle Kelson)

24. Ordinance No. 5 - 2017

An Ordinance Creating Chapter 168 entitled "Filming" of the Code of Ordinances of the City of Newburgh. (Deirdre Glenn)

*Una ordenanza creando el Capítulo 168 titulado "Filmación" del código de ordenanzas de la Ciudad de Newburgh. (Deirdre Glenn)*

25. Ordinance No. 6 - 2017

An Ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh to add fees for filming. (Deirdre Glenn & Michelle Kelson)

Old Business: / Asuntos Pendientes

26. Resolution No. 43 - 2017 - 35-37 Broad St. Regal Bag Company

A resolution authorizing the City Manager to execute an option and purchase agreement with Statistical analysis, Inc. for the sale and redevelopment of real property known as 35-37 Broad Street (Section 10, Block 3, Lot 2.22) with a proposed purchase price of \$245,000.00. (Deirdre Glenn)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de opción y compra con "Statistical Analysis, Inc." Por la venta y desarrollo de la propiedad de bienes raíces conocida como la 35-37 Broad Street (Sección 10, Bloque 3, Lote 2.22) con una propuesta de precio de compra de \$245,000.00. (Deirdre Glenn)*

New Business: / Nuevos Negocios

Public Comments Regarding General Matters of City Business

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 60-2017

OF

MARCH 13, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO RUSSELL TURIAK  
TO THE PREMISES KNOWN AS 263 LIBERTY STREET  
(SECTION 18, BLOCK 5, LOT 14)**

**WHEREAS**, on December 11, 1998, the City of Newburgh conveyed property located at 263 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 5, Lot 14, to Russell Turiak; and

**WHEREAS**, on July 18, 2008, Russell Turiak conveyed 263 Liberty Street to Edward Yeagley, and

**WHEREAS**, Edward Yeagley is currently in contract to convey 263 Liberty Street to Geneva Barr Wirth and Deborah Diane Barr; and

**WHEREAS**, Edward Yeagley, by his attorney, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh to Russell Turiak; and

**WHEREAS**, the statute of limitations for enforcing the deed covenants contained in the 1998 deed from the City to Mr. Turiak has expired; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh and its further development that such release be granted;

**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 of restrictive covenants contained in the aforementioned deed in substantially the same form as annexed hereto and made a part of this resolution.

**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 263 Liberty Street, Section 18, Block 5, Lot 14, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated December 11, 1998, from the CITY OF NEWBURGH to RUSSELL TURIAK, recorded in the Orange County Clerk's Office in Liber 4935 of Deeds at Page 44 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.

THE CITY OF NEWBURGH

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

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RESOLUTION NO.: 61-2017

OF

MARCH 13, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO ALFRED JOSEPH VECCHIONE TO THE PREMISES  
KNOWN AS 111-113 ROBINSON AVENUE (SECTION 16, BLOCK 13, LOT 18)  
NOW KNOWN AS 115 ROBINSON AVENUE AND 117 ROBINSON AVENUE  
(SECTION 16, BLOCK 13, LOTS 16.2 AND 17.2)**

**WHEREAS**, on September 13, 1983, the City of Newburgh conveyed property located at 111-113 Robinson Avenue, being more accurately described at the time on the official Tax Map of the City of Newburgh as Section 16, Block 13, Lot 18, to Alfred Joseph Vecchione; and

**WHEREAS**, on November 17, 1992, Alfred Joseph Vecchione conveyed 111-113 Robinson Avenue to John Lorenzini and Nancy Lorenzini, and

**WHEREAS**, on November 25, 2003, John Lorenzini and Nancy Lorenzini conveyed 111-113 Robinson Avenue, along with other parcels of property, to R.A. O'Neill; and

**WHEREAS**, pursuant to the filing of a map with the Orange County Clerk's Office on November 11, 2003, 111-113 Robinson Avenue (Section 16, Block 13, Lot 18), became all or part of the lots now known as 115 Robinson Avenue and 117 Robinson Avenue (Section 16, Block 13, Lots 16.2 and 17.2); and

**WHEREAS**, on January 17, 2012, R.A. O'Neill conveyed 115 Robinson Avenue and 117 Robinson Avenue to Anthony Fabrizio; and

**WHEREAS**, Anthony Fabrizio is in contract to convey 115 Robinson Avenue and 117 Robinson Avenue to Alejandro Ramos-Lopez and Maribel Aviles-Herrera; and

**WHEREAS**, Alejandro Ramos-Lopez and Maribel Aviles-Herrera, by their attorney, have requested a release of the restrictive covenants contained in the deed from the City of Newburgh to Alfred Joseph Vecchione; and

**WHEREAS**, the statute of limitations for enforcing the deed covenants contained in the 1983 deed from the City to Alfred Joseph Vecchione has expired and this Council believes it is in the best interest of the City of Newburgh and its further development that such release be granted;

**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 of restrictive covenants contained in the aforementioned deed in substantially the same form as annexed hereto and made a part of this resolution.

**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 at the time described and known as 111-113 Robinson Avenue, Section 16, Block 13, Lot 18, 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 13, 1983, from the CITY OF NEWBURGH to ALFRED JOSEPH VECCHIONE, recorded in the Orange County Clerk's Office in Liber 2265 of Deeds at Page 1031 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.

THE CITY OF NEWBURGH

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

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THIS INDENTURE, made the 13th day of September,  
nineteen hundred eighty three

BETWEEN:

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

Alfred Joseph Vecchione, Hillcrest Drive, Marlboro, New York

12542

party of the second part.

WITNESSETH, that the party of the first part in consideration  
of \$ 1,400.00 paid by the party of the second part, does  
hereby remise, release and quitclaim unto the party of the second  
part, the heirs or successors and assigns of the party of the second  
part forever,

ALL that certain plot, piece or parcel of land, with the  
buildings and improvements thereon erected, situate, lying and being  
in the State of New York, County of Orange, and City of Newburgh,  
known as 111-113 Robinson Avenue in the City of Newburgh  
and being more accurately described as Section # 16, Block # 13,  
Lot # 18 on the official tax map of the City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record.

SUBJECT TO all easements, covenants and restrictions of record  
and not of record existing in favor of the City of Newburgh prior  
to the vesting of title to the described premises in the City of  
Newburgh.

BEING the same premises indicated as In Rem No. 106 in a  
deed from Hargovind S. Patel to the City of Newburgh  
dated April 29, 1982, and recorded in the Orange County Clerk's  
Office on April 29, 1982 in Liber 2221 of Deeds at page 222.

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

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

(1) within eighteen (18) months after the date of this deed  
he shall bring the property conveyed herein into complete compliance  
with all State, County and City building, housing, plumbing, electrical,  
fire prevention, life safety, and health statutes, codes, rules and  
regulations;

(2) at the end of eighteen (18) months after the date of delivery  
of this deed the party of the second part shall permit inspection of  
the property described in this deed by all State, County, and City  
inspectors to determine compliance with covenant set forth in paragraph  
(1) above. If the property is found in compliance a certificate of  
occupancy shall be issued;

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

Duplicate Page

THIS INDENTURE, made the 13th day of September,  
nineteen hundred eighty three

BETWEEN:

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

Alfred Joseph Vucchione, Hillcrest Drive, Marlboro, New York  
12542

party of the second part.

WITNESSETH, that the party of the first part in consideration  
of \$ 1,400.00 paid by the party of the second part, does  
hereby remise, release and quitclaim unto the party of the second  
part, the heirs or successors and assigns of the party of the second  
part forever.

ALL that certain plot, piece or parcel of land, with the  
buildings and improvements thereon erected, situate, lying and being  
in the State of New York, County of Orange, and City of Newburgh,  
known as 111-113 Robinson Avenue in the City of Newburgh  
and being more accurately described as Section 16, Block 11,  
lot 18 on the official tax map of the City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record.

SUBJECT TO all easements, covenants and restrictions of record  
and not of record existing in favor of the City of Newburgh prior  
to the vesting of title to the described premises in the City of  
Newburgh.

BEING the same premises indicated as in Rec No. 106 in a  
deed from Hargovind S. Patel to the City of Newburgh  
dated April 29, 1982 and recorded in the Orange County Clerk's  
Office on April 29, 1982 in Liber 2221 of Deeds at page 222.

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

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

(1) within eighteen (18) months after the date of this deed  
he shall bring the property conveyed herein into complete compliance  
with all State, County and City building, housing, plumbing, electrical,  
fire prevention, life safety, and health statutes, codes, rules and  
regulations;

(2) at the end of eighteen (18) months after the date of delivery  
of this deed the party of the second part shall permit inspection of  
the property described in this deed by all State, County, and City  
inspectors to determine compliance with covenant set forth in paragraph  
(1) above. If the property is found in compliance a certificate of  
occupancy shall be issued;

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

22205 1031

all  
chain  
P/O  
P/O

16-13-18

2265/1031

all  
C/R/S

16-13-18

THW 11/17/92

LCC 7/15/93

TO JOHN LAWRENCE  
+ WAVEY  
LORENZINI

Deed - 9/13/83

Records - 10/18/83

(4) at the end of eighteen (18) months after delivery of the deed if it is determined upon inspection that the covenant contained in paragraph (2) above has not been complied with, the party of the second part shall within ten (10) business days from the service of a notice of said determination upon him re-convey good and marketable title to the property described in this deed to the party of the first part.

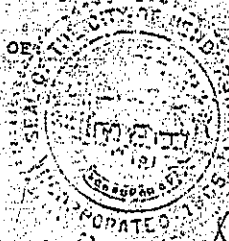
(5) if the property described in this deed is within that area of the City of Newburgh bounded by Broadway, Gidney Avenue, Dubois Street and Liberty Street said property shall not be used as a residential dwelling for more than two families in any one building. This restriction shall not apply to buildings occupied as of the date of this deed by more than two families.

The covenants set forth in the preceding paragraphs number 1, 2, 3, 4, and 5 shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of, and enforceable by the party of the first part, its successors and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

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

N WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF



*Margaret S. Rattell*

City Manager

*Alfred J. Vecchione*

Purchaser



STATE OF NEW YORK) ss:  
COUNTY OF ORANGE )

On the 15<sup>th</sup> day of September, 1983, before me personally came MARGOVIND S. PATEL, to me known, who being by me duly sworn, did depose and say that he resides at 77 Valley Ave., Newburgh, N.Y., that he is the Acting City Manager of the City of Newburgh, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said municipal corporation; that it was so affixed by order of the Council of said municipal corporation, and that he signed his name thereto by like order.

Barbara M. Moody

BARBARA M. MOODY  
Commissioner of Deeds  
City of Newburgh, N.Y.  
Commission Expires Dec. 31, 1984

STATE OF NEW YORK) ss:  
COUNTY OF ORANGE )

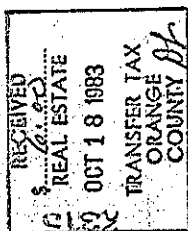
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, that he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK) ss:  
COUNTY OF ORANGE )

X On the 14<sup>th</sup> day of September, 1983, before me came John J. Vaccaro, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

Ann E. Malinowski

ANN E. MALINOWSKI  
Notary Public, State of New York  
County of Orange No. 4511435  
My Commission expires March 1985



Orange County Clerk's Office, s.s.  
Recorded on the 14<sup>th</sup> day  
of Oct. 1983 at 11:00  
o'clock PM in Liber 2265  
at page 1231  
and Examined.

Marion J. Murphy

6-  
147  
let address note  
A. Vaccaro 27

LIBER 2205 Pg 1033

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE  
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

PRINT OR TYPE: BLACK INK ONLY

ALFRED JOSEPH VECCHIONE

TO

JOHN LORENZINI & NANCY LORENZI

SECTION 16 BLOCK 13 LOT 18

RECORD AND RETURN TO:  
(Name and Address)

John & Nancy Lorenzi  
103 Rockland Avenue  
Northvale, New Jersey 07647

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 58185 DATE 11-17-92 AFFIDAVIT FILED 19

INSTRUMENT TYPE: DEED ✓ MORTGAGE        SATISFACTION        ASSIGNMENT        OTHER       

BG20 Blooming Grove         
CH22 Chester         
CO24 Cornwall         
CR26 Crawford         
DP28 Deerpark         
GO30 Goslien         
GR32 Greenville         
HA34 Hamptonburgh         
HI36 Highlands         
MIK38 Minisink         
ME40 Monroe         
MY42 Montgomery         
MH44 Mount Hope         
NT46 Newburgh (T)         
NW48 New Windsor         
TU50 Tuxedo         
WL52 Wallkill         
WK54 Warwick         
WA66 Wawayanda         
WO58 Woodbury         
MN09 Middletown         
NC11 Newburgh         
PJ13 Port Jervis         
9999 Hold       

SERIAL NO.         
Mortgage Amount \$         
Exempt Yes        No         
3-6 Cooking Units Yes        No         
Received Tax on above Mortgage  
Basic \$         
MTA \$         
Spec. Add. \$         
TOTAL \$       

CHECK        CASH ✓ CHARGE         
MORTGAGE TAX \$         
TRANSFER TAX \$ 4  
ED. FUND \$ 5.00  
RECORD. FEE \$ 11  
REPORT FORMS \$ 90  
CERT. COPIES \$       

MARION S. MURPHY  
Orange County Clerk

by:       

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on JUL 15 1993

at 2:20 O'Clock        M.

in Liber/Film 3850 deeds

at page 90 and examined.

Marion S. Murphy  
County Clerk

J. Lorenzi  
RECEIVED  
\$ 4  
REAL ESTATE  
JUL 15 1993  
TRANSFER TAX  
ORANGE COUNTY

LIBER 3850 PAGE 90

ORG 07/15/93 02:20:42 34285 41.00

\*\*\*\*\* EDUCATION FUND: 5.00 \*\*\*\*\*

DEED CONTROL NO: 58185 4.00 \*

\*\*\*\*\* SERIAL NUMBER: 008201 \*\*\*\*\*



# This Indenture,

Made the <sup>1724</sup>19th day of November

Nineteen Hundred and Ninety-two

Between ALFRED JOSEPH VECCHIONE, residing at 21F Baldwin Lane,  
Newburgh, New York 12550

party of the first part, and

JOHN LORENZINI and NANCY LORENZINI, husband and wife both residing  
at 103 Rockland Avenue, Northvale, New Jersey 07647

Witnesseth that the parties of the first part, in consideration of

TEN Dollars (\$10.00)  
lawful money of the United States, and other good and valuable consideration  
paid by the parties of the second part, does hereby remise, release and quitclaim  
unto the parties of the second part, and assigns forever, all

that certain plot, piece or parcel of land, with the buildings and improvements  
thereon erected, situate, lying and being in the State of New York, County of  
Orange and City of Newburgh, known as 111-113 Robinson Avenue in the City of  
Newburgh and being more accurately described as Section 16, Block 13, Lot 18, on  
the official tax map of the City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record.

SUBJECT TO all easements, covenants and restrictions of record and not of  
record existing in favor of the City of Newburgh prior to the vesting of title  
to the described premises in the City of Newburgh.

BEING the same premises indicated as In Rem No. 106 in a deed from Hargovind  
S. Patel to the City of Newburgh dated September 13, 1983 and recorded in the  
Orange County Clerk's Office on October 18, 1983 in Liber 2285 of Deeds at Page  
1031.

BEING the same premises as indicated as In Rem No. 290 in a deed from  
Hargovind S. Patel to the City of Newburgh, dated September 11, 1992 and recorded  
in the Orange County Clerk's Office on September 11, 1992 in Liber 3664 of Deeds  
at Page 179.

SUBJECT to any liens, encumbrances or mortgagees of record that may have  
existed against this property at the time the City of Newburgh took title in its  
In Rem Tax Foreclosure Proceeding mentioned above.

TOGETHER with the appurtenances and all the estate and rights of the party  
of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the  
second part, the heirs or successors and assigns of the party of the second  
part forever.

Together with the appurtenances and all the estate and rights of the part  
of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the  
second part, and assigns forever.

In Witness Whereof, the party of the first part has hereunto set his  
hand and seal the day and year first above written.

In Presence of

Alfred J. Vecchione  
ALFRED JOSEPH VECCHIONE

State of New York } ss. On this 17<sup>th</sup> day of November  
County of ULSTER } ss. Nineteen Hundred and NINETY-TWO  
before me, the subscriber, personally appeared

ALFRED JOSEPH VECCHIONE

to me personally known and known to me to be the same person described in and  
who executed the within Instrument, and he acknowledged  
to me that he executed the same.

ANGELA FREEBORN  
NOTARY PUBLIC, State of New York  
Qualified in Ulster County  
Commission Expires Sept. 30, 1994

Angela Freeborn  
Notary Public

State of New York } ss. On this day of  
County of } ss. Nineteen Hundred and  
before me, the subscriber, personally appeared

to me personally known and known to me to be the same person described in and  
who executed the within Instrument, and he acknowledged  
to me that he executed the same.

Notary Public

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE  
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:  
NAME(S) OF PARTY(S) TO DOCUMENT

John Lorenzini  
Nancy Lorenzini  
TO  
R.A. O'Neill

SECTION 16 BLOCK 13 LOT 16417

RECORD AND RETURN TO:  
(name and address)

Carl Darniga Esq  
87 South Plank Rd  
Newburgh Ny 12550



THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)  
2001 WASHINGTONVILLE (VLG)  
2289 CHESTER (TN)  
2201 CHESTER (VLG)  
2489 CORNWALL (TN)  
2401 CORNWALL (VLG)  
2600 CRAWFORD (TN)  
2800 DEERPARK (TN)  
3089 GOSHEN (TN)  
3001 GOSHEN (VLG)  
3003 FLORIDA (VLG)  
3005 CHESTER (VLG)  
3200 GREENVILLE (TN)  
3489 HAMPTONBURGH (TN)  
3401 MAYBROOK (VLG)  
3689 HIGHLANDS (TN)  
3601 HIGHLAND FALLS (VLG)  
3889 MINISINK (TN)  
3801 UNIONVILLE (VLG)  
4089 MONROE (TN)  
4001 MONROE (VLG)  
4003 HARRIMAN (VLG)  
4005 KIRYAS JOEL (VLG)

4289 MONTGOMERY (TN)  
4201 MAYBROOK (VLG)  
4203 MONTGOMERY (VLG)  
4205 WALDEN (VLG)  
4489 MOUNT HOPE (TN)  
4401 OTISVILLE (VLG)  
4600 NEWBURGH (TN)  
4800 NEW WINDSOR (TN)  
5089 TUXEDO (TN)  
5001 TUXEDO PARK (VLG)  
5200 WALLKILL (TN)  
5489 WARWICK (TN)  
5401 FLORIDA (VLG)  
5403 GREENWOOD LAKE (VLG)  
5405 WARWICK (VLG)  
5600 WAWAYANDA (TN)  
5889 WOODBURY (TN)  
5801 HARRIMAN (VLG)

CITIES

0900 MIDDLETOWN  
1100 NEWBURGH  
1300 PORT JERVIS  
9999 HOLD

NO PAGES 3 CROSS REF.  
CERT. COPY ADD'L X-REF.  
MAP# PGS.

PAYMENT TYPE: CHECK ☒  
CASH ☐  
CHARGE ☐  
NO FEE ☐

Taxable  
CONSIDERATION \$ 90,000  
TAX EXEMPT  
Taxable  
MORTGAGE AMT. \$  
DATE

MORTGAGE TAX TYPE:

(A) COMMERCIAL/FULL 1%  
(B) 1 OR 2 FAMILY  
(C) UNDER \$10,000  
(E) EXEMPT  
(F) 3 TO 6 UNITS  
(I) NAT.PERSON/CR. UNION  
(J) NAT.PER-CR.UN/1 OR 2  
(K) CONDO

Donna L. Benson  
DONNA L. BENSON  
ORANGE COUNTY CLERK

RECEIVED FROM: [Signature]

RECORDED/FILED  
12/05/2003/ 10:26:54  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY

FILE # 20030154821  
DEED / BK 11301 PG 0203  
RECORDING FEES 89.00  
TTX# 004963 TRANS TAX 360.00  
Receipt#194002 dab



HP 32923

Bargain and Sale Deed, with Covenant against Grantor's Acts – Individual

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT  
THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY**

**DEED** made this 25<sup>th</sup> day of NOVEMBER 2003 BETWEEN:

**JOHN LORENZINI & NANCY LORENZINI**, his wife, residing at 103  
Rockland Avenue, North Vale, NJ 07647

party of the first part, and

**R. A. O'NEILL**, residing at 13 Huff Road, Newburgh, NY 12550

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of TEN DOLLARS lawful money of the United States and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Newburgh, County of Orange, and State of New York, being shown and designated as lots 1, 2 and 3 on map "Minor subdivision for Lorenzini", dated 04/24/02, last revised 09/08/03 and filed in Orange County Clerk's Office on 11/12/03 as map #582-03.

**SUBJECT** to all agreements, covenants, restrictions, conditions, and easements of record.

**BEING** and intended to be the same premises conveyed to the grantor by the following four (4) deeds:

- Deed dated 5/7/92 recorded on 7/7/92 in Liber 3628 cp 57;
- Deed dated 11/17/92 recorded 7/15/93 in Liber 3850 cp 90;
- Deed dated 5/8/92 recorded 7/7/92 in Liber 3628 cp 54;
- Deed dated 11/17/92 recorded 7/15/93 in Liber 3850 cp 93.

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,



**TO HAVE AND TO HOLD** the premises herein granted unto the parties of the second part, the heirs or successors and assigns of the parties of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the New York Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

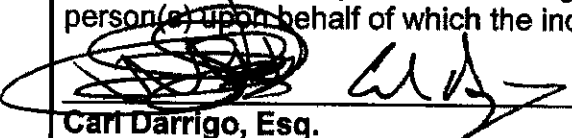
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

  
JOHN LORENZINI  
  
NANCY LORENZINI

STATE OF NEW YORK       )  
COUNTY OF ORANGE       )

SS:

On the 25<sup>th</sup> day of NOVEMBER 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN LORENZINI & NANCY LORENZINI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

  
Carl Darrigo, Esq.  
Notary Public, State of New York  
Qualified in Orange County  
Reg. No.: 02DA5069651  
My Commission Expires 11/25/2006

HILL-N-DALE ABSTRACTERS, INC.  
20 SCOTCHTOWN AVENUE  
P.O. BOX 547  
GOSHEN, NEW YORK 10924  
(845) 294-5110  
FAX (845) 294-9581

# ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

R. A. O'NEILL

TO  
ANTHONY FABRIZIO

SECTION 16 BLOCK 13 LOT 17.2

16.2 &

RECORD AND RETURN TO:  
(name and address)

WARREN GREHER, ESQ.  
GREHER LAW OFFICES, P. C.  
1161 Little Britain Rd., Ste. B  
New Windsor, New York 12553



THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

## PROPERTY LOCATION

2089 BLOOMING GROVE (TN)	4289 MONTGOMERY (TN)
2001 WASHINGTONVILLE (VLG)	4201 MAYBROOK (VLG)
2003 SO. BLOOMING GROVE (VLG)	4203 MONTGOMERY (VLG)
2289 CHESTER (TN)	4205 WALDEN (VLG)
2201 CHESTER (VLG)	4489 MOUNT HOPE (TN)
2489 CORNWALL (TN)	4401 OTISVILLE (VLG)
2401 CORNWALL (VLG)	4600 NEWBURGH (TN)
2600 CRAWFORD (TN)	4800 NEW WINDSOR (TN)
2800 DEERPARK (TN)	5089 TUXEDO (TN)
3089 GOSHEN (TN)	5001 TUXEDO PARK (VLG)
3001 GOSHEN (VLG)	5200 WALLKILL (TN)
3003 FLORIDA (VLG)	5489 WARWICK (TN)
3005 CHESTER (VLG)	5401 FLORIDA (VLG)
3200 GREENVILLE (TN)	5403 GREENWOOD LAKE (VLG)
3489 HAMPTONBURGH (TN)	5405 WARWICK (VLG)
3401 MAYBROOK (VLG)	5600 WAWAYANDA (TN)
3689 HIGHLANDS (TN)	5889 WOODBURY (TN)
3601 HIGHLAND FALLS (VLG)	5801 HARRIMAN (VLG)
3889 MINISINK (TN)	5809 WOODBURY (VLG)
3801 UNIONVILLE (VLG)	<b>CITIES</b>
4089 MONROE (TN)	0900 MIDDLETOWN
4001 MONROE (VLG)	<input checked="" type="checkbox"/> 1100 NEWBURGH
4003 HARRIMAN (VLG)	1300 PORT JERVIS
4005 KIRYAS JOEL (VLG)	
	9999 HOLD

NO. PAGES 4 CROSS REF.         
CERT. COPY        ADD'L X-REF.         
MAP#        PGS.       

PAYMENT TYPE: CHECK ☒  
CASH ☐  
CHARGE ☐  
NO FEE ☐

Taxable  
CONSIDERATION \$ 100,000.00  
TAX EXEMPT         
Taxable  
MORTGAGE AMT. \$       

## MORTGAGE TAX TYPE:

☐ (A) COMMERCIAL/FULL 1%  
☐ (B) 1 OR 2 FAMILY  
☐ (C) UNDER \$10,000  
☐ (E) EXEMPT  
☐ (F) 3 TO 6 UNITS  
☐ (I) NAT.PERSON/CR. UNION  
☐ (J) NAT.PER-CR.UN/1 OR 2  
☐ (K) CONDO

*Donna L. Benson*

DONNA L. BENSON  
ORANGE COUNTY CLERK

Received From Greher

RECORDED/FILED  
04/26/2012/ 09:51:03  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY  
FILE#20120041376  
DEED C / BK 13335PG 0745  
RECORDING FEES 315.00  
TTX# 004599 T TAX 400.00  
Receipt#1444390 pete





**QUITCLAIM DEED**

THIS INDENTURE, made on the 17<sup>TH</sup> day of JANUARY, 2012

**BETWEEN**

**R. A. O'NEILL**, residing at 13 Huff Road, Newburgh,  
Orange County, New York

party of the first part and

**ANTHONY FABRIZIO**, residing at 24 Fabrizio  
Drive, Newburgh, Orange County, New York,

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars, and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

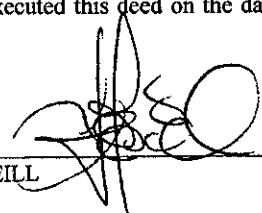
ALL that certain plot, piece or parcel of **vacant land**, situate, lying and being in the City of Newburgh, County of Orange and State of New York, and more accurately bounded and described on *Schedule A* attached hereto and made a part hereof.

BEING AND INTENDED to be the a portion of the premises conveyed in a Deed dated November 25, 2003, from John Lorenzini and Nancy Lorenzini to R. A. O'Neill and recorded in the Orange County Clerk's Office on December 5, 2003, in Deed/Book 11301 Page 0203.

**TOGETHER** with all right title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

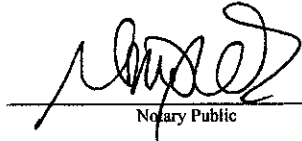
**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.  
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, Grantor has duly executed this deed on the date first above written.

  
\_\_\_\_\_  
R. A. O'NEILL

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

On the 17<sup>th</sup> day of January in the year 2012, before me, the undersigned, personally appeared R. A. O'Neill, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names are subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

DANIEL J. RUSK  
Notary Public, State of New York  
No. 6031945  
Qualified in Ulster County  
Commission Exp.: 10/12/2013

SECTION	16
BLOCK	13
LOT	16.2 (117 Robinson Avenue, Newburgh, New York)
	17.2 (115 Robinson Avenue, Newburgh, New York)
COUNTY OR TOWN	County of Orange

**RECORD AND RETURN TO:**

WARREN GREHER, ESQ.  
GREHER LAW OFFICES, P. C.  
1161 Little Britain Road, Suite B  
New Windsor, New York 12553  
Tel. (845) 567-1002

## SCHEDULE A

**WITNESSETH**, that the party of the first part, in consideration of TEN DOLLARS lawful money of the United States and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Newburgh, County of Orange, and State of New York, being shown and designated as lots 2 and 3 on map "Minor subdivision for Lorenzini", dated 04/24/02, last revised 09/08/03 and filed in Orange County Clerk's Office on 11/12/03 as map #582-03.

SUBJECT to all agreements, covenants, restrictions, conditions, and easements of record.

BEING and intended to be <sup>a portion of</sup> the ~~same~~ premises conveyed to the grantor by the following four (4) deeds:

- Deed dated 5/7/92 recorded on 7/7/92 in Liber 3628 cp 57;
- Deed dated 11/17/92 recorded 7/15/93 in Liber 3850 cp 90;
- Deed dated 5/8/92 recorded 7/7/92 in Liber 3628 cp 54;
- Deed dated 11/17/92 recorded 7/15/93 in Liber 3850 cp 93.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, the heirs or successors and assigns of the parties of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

RESOLUTION NO. 62 - 2017

OF

MARCH 13, 2017

**A RESOLUTION AUTHORIZING THE  
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY  
LOCATED AT 1 LINCOLN TERRACE (SECTION 21, BLOCK 4, LOT 7)  
SOLD AT PRIVATE SALE TO VICTORIA GALLO**

**WHEREAS**, by Resolution No.: 212-2016 of August 8, 2016, the Council of the City of Newburgh, New York, authorized the sale of 1 Lincoln Terrace (Section 21, Block 4, Lot 7) to Victoria Gallo; and

**WHEREAS**, by Resolution No.: 334-2016 of December 12, 2016, the Council of the City of Newburgh, New York, authorized an extension of time to close until February 28, 2017 to resolve outstanding title issues in order for the purchaser to secure a standard form policy of title insurance; and

**WHEREAS**, additional time is required to resolve the outstanding title issues and for the purchaser to secure said title insurance; and

**WHEREAS**, this Council has determined that granting a further extension would be 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 an extension of time to close title for the property located at 1 Lincoln Terrace (Section 21, Block 4, Lot 7) is hereby authorized until June 28, 2017.

**RESOLUTION NO.: 63 - 2017**

**OF**

**MARCH 13, 2017**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AN AMENDED LICENSE AGREEMENT WITH  
HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.  
TO PERMIT ACCESS TO CITY OWNED PROPERTY LOCATED AT  
20 SOUTH MILLER STREET (SECTION 30, BLOCK 2, LOT 37)  
TO PERFORM PREDEVELOPMENT AND CONSTRUCTION ACTIVITIES**

**WHEREAS**, by Resolution No.: 209-2016 of August 8, 2016, the City Council of the City of Newburgh, New York authorized the execution of a License Agreement with Habitat for Humanity of Greater Newburgh, Inc. to allow them access to 20 South Miller Street more accurately described as Section 30, Block 2, Lot 37 on the official tax map of the City of Newburgh, for the purposes of continuing for performing certain predevelopment activities to determine whether to purchase such properties; and

**WHEREAS**, by Resolution No. 47-2017 of February 27, 2017, the City Council of the City of Newburgh authorized the sale of 20 South Miller Street to Habitat for Humanity of Greater Newburgh, Inc.; and

**WHEREAS**, Habitat for Humanity of Greater Newburgh, Inc. has requested that the City of Newburgh allow them access to 20 South Miller Street for the purpose of and to perform certain pre-development activities including structural evaluation and environmental testing before finalizing an offer of purchase; and

**WHEREAS**, Habitat for Humanity of Greater Newburgh, Inc. has requested an amendment to the License Agreement for access to the property by Habitat, its employees, agents, volunteers and contractors to permit certain construction activity prior to the closing of title; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached amended license agreement with Habitat for Humanity of Greater Newburgh, Inc., and their contracted agents to allow access to 20 South Miller Street, Section 20, Block 2, Lot 37, for the purpose of and to perform certain pre-development and construction activities prior to the closing of title.

## LICENSE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, two thousand and seventeen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a private business organization having an address of, 125 Washington Street, Newburgh, New York 12550, and their consultants and contractors as "LICENSEE";

### WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, known as 20 South Miller Street, and more accurately described on the official tax map of the City of Newburgh, New York as Section 30, Block 2, Lot 37.

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

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

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 20 South Miller Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purpose of and to perform certain tasks on said property owned by Licensor, including but not limited not limited to structural evaluation, excavating, filling, boring, testing, sampling, restoration, abatement, demolition, construction and any and all other work appurtenant thereto.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

Fourth: Licensee will perform the subject work including the environmental testing, abatement and demolition work in connection with a site assessment, evaluation and rehabilitation of a vacant residential, including walk-through inspection, review of City of Newburgh and other records, review of governmental environmental records and data, and other measures relating to underground tanks, potential contamination issues, demolition of structures and related tasks. In the contract by which Licensee retains consultants and contractors, they shall name City as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted or the closing of title whichever is sooner.

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

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

Eighth: Licensee shall provide copies of all evaluations, tests, results and reports to Licensor within thirty (30) days of Licensee's receipt of said evaluations, tests, results and reports.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: \_\_\_\_\_  
Michael G. Ciaravino, City Manager  
Per Resolution No.:

HABITAT FOR HUMANITY OF GREATER  
NEWBURGH, INC.

LICENSEE

By: \_\_\_\_\_  
Cathy Collins, Executive Director

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
KATHRYN MACK  
City Comptroller

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

**RESOLUTION NO.: 64 - 2017**

**OF**

**MARCH 13, 2017**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
RELEASE OF RESTRICTIVE COVENANTS AND AGREEMENTS IN CONNECTION  
WITH A RIGHT OF RE-ENTRY AND REVERTER HELD BY THE CITY OF  
NEWBURGH FOR SIX (6) PARCELS OF REAL PROPERTY  
LOCATED ON LIBERTY AND RENWICK STREETS**

**WHEREAS**, the City Council of the City of Newburgh (the "City") previously authorized the preparation of deeds conveying title to six (6) parcels of real property located at 55 Liberty Street (39-5-20), 95 Renwick Street (45-6-13), 108 Renwick Street (45-5-23), 117 Renwick Street (45-6-3), 119 Renwick Street (45-6-2), and 121 Renwick Street (45-6-1) (collectively the "Bluestone Parcels"); which parcels were to be rehabilitated and brought into complete compliance with all then current State, County and City building, housing, plumbing electrical, fire prevention, life safety, health statutes, codes, rules and regulations; and

**WHEREAS**, by Resolution No. 15-2008 of January 28, 2008, Resolution No. 163-2008 of October 14, 2008, Resolution No. 80-2011 of April 25, 2011, Resolution No. 129-2014 of May 12, 2014 and Resolution No. 16-2008 of January 28, 2008, the City Council authorized the conveyance of the Bluestone Parcels to Bluestone Developers, Inc. ("Bluestone"); and

**WHEREAS**, the conveyance of the Bluestone Parcels included reference to certain previously recorded rights of re-entry and reverter to the benefit of the City, as well as owner occupancy restrictions which rights and restrictions Bluestone has requested the City cancel so as to provide clear title to the Bluestone Parcels for re-development by Old Newburgh Properties, LLC ("ONP"); the proposed purchaser of the Bluestone Parcels from Bluestone; and

**WHEREAS**, this Council has determined that executing an instrument to cancel the restrictive covenant and agreements in the form of a Cancellation of Restrictive Covenant and Agreement, a copy of which is annexed hereto, is in the best interests of the City of Newburgh for the redevelopment of the Bluestone Parcels by Old Newburgh Properties, LLC; and

**WHEREAS**, this Council has determined that executing an instrument to cancel the restrictive covenant and agreements in the form of a Cancellation of Restrictive Covenant and Agreement, a copy of which is annexed hereto, is in the best interests of the City of Newburgh for the redevelopment of the Bluestone Parcels by ONP;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Cancellation of Restrictive Covenant and Agreement for the Bluestone Parcels.

**CANCELLATION OF RESTRICTIVE COVENANTS AND AGREEMENTS**

**WHEREAS** the City of Newburgh, a municipal corporation organized and existing under the laws of



the State of New York having its principal office at City Hall, 83 Broadway, Newburgh, New York 12250 did convey by multiple deeds certain real property (identified below) to Bluestone Developers Inc., a New York Corporation having an address at 1231 Lafayette Avenue, 2<sup>nd</sup> Floor, Bronx, New York 10474 which deeds contain certain restrictive covenants and agreements:

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 39, Block 5 Lot 20 (known as 55 Liberty Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-1 hereto attached (hereinafter "Parcel 1") the City of Newburgh did convey Parcel 1 to Bluestone Developers Inc., by deed dated February 28, 2008 and recorded March 11, 2008 in the Orange County Clerk's Office in Liber 12629 Page 1182 which deed was subject to the following:

"The party of the second part shall rehabilitate said premises and within one (1) year of receiving a Certificate of Occupancy re-convey the property, subject to an owner occupancy restriction, to another who shall maintain their domicile and principal residence at said premises for a minimum of a five (5) year period."

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 45, Block 6 Lot 13 (known as 95 Renwick Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-2 hereto attached (hereinafter "Parcel 2") the City of Newburgh did convey Parcel 2 to Bluestone Developers Inc., by deed dated January 8, 2009 and recorded January 21, 2009 in the Orange County Clerk's Office in Liber 12773 Page 1133 which deed was subject to the following:

"(1) within twelve (12) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, 'electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the property. If a Certificate of Occupancy has' been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within twelve months after the date of this deed, either make such building or structure fit for the use set forth in such. Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of twelve (12) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector;

(3) prior to the issuance of a Certificate of Occupancy or Compliance, as provided in the covenant set forth in paragraph (2) above, the party of the second part shall not sell,

convey, assign or lease the property described in this deed or any part thereof, except to the party of the first part as provided in paragraph (4) below;

(4) at the end of twelve (12) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

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

(6) the party of the second part shall rehabilitate said premises and within one (1) year of receiving a Certificate of Occupancy reconvey the property, subject to an owner occupancy restriction, to another who shall maintain their domicile and principal residence at said premises for a minimum of a five (5) year period."

which accordingly includes the right of re-entry and reverter as well as occupancy restrictions for the benefit of the City of Newburgh;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 45, Block 5 Lot 23 (known as 108 Renwick Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-3 hereto attached (hereinafter "Parcel 3") the City of Newburgh did convey Parcel 3 to Bluestone Developers Inc., by deed dated June 10, 2011 and recorded June 17, 2011 in the Orange County Clerk's Office in Liber 13189 Page 539 which deed was subject to the following:

"(1) within eighteen (18) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, 'electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the property. If a Certificate of Occupancy has' been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within twelve months after the date of this deed, either make such building or structure fit for the use set forth in such. Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of eighteen (18) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an inspection of the property described in this deed to determine compliance with the

covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector;

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

(4) at the end of eighteen (18) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

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

which accordingly includes the right of re-entry and reverter for the benefit of the City of Newburgh;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 45, Block 6 Lot 3 (known as 117 Renwick Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-4 hereto attached (hereinafter "Parcel 4") the City of Newburgh did convey Parcel 4 to Bluestone Developers Inc., by deed dated July 11, 2014 and recorded August 7, 2014 in the Orange County Clerk's Office in Liber 13780 Page 1034 which deed was subject to the following:

"(1) within eighteen (18) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, 'electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the property. If a Certificate of Occupancy has' been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within twelve months after the date of this deed, either make such building or structure fit for the use set forth in such. Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of eighteen (18) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an inspection of the property described in this deed to determine compliance with the

covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector;

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

(4) at the end of eighteen (18) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

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

which accordingly includes the right of re-entry and reverter for the benefit of the City of Newburgh;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 45, Block 6 Lot 2 (known as 119 Renwick Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-5 hereto attached (hereinafter "Parcel 5") the City of Newburgh did convey Parcel 5 to Bluestone Developers Inc., by deed dated July 11, 2014 and recorded August 7, 2014 in the Orange County Clerk's Office in Liber 13780 Page 1046 which deed was subject to the following :

"(1) within eighteen (18) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, 'electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the property. If a Certificate of Occupancy has' been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within twelve months after the date of this deed, either make such building or structure fit for the use set forth in such. Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of eighteen (18) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an inspection of the property described in this deed to determine compliance with the

covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector;

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

(4) at the end of eighteen (18) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

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

which accordingly includes the right of re-entry and reverter for the benefit of the City of Newburgh; and

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 45, Block 6 Lot 1 (known as 121 Renwick Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-6 hereto attached (hereinafter "Parcel 6") the City of Newburgh did convey Parcel 6 to Bluestone Developers Inc., by deed dated February 28, 2008 and recorded March 11, 2008 in the Orange County Clerk's Office in Liber 12629 Page 1170 which deed was subject to the following:

"(1) within twelve (12) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, 'electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the property. If a Certificate of Occupancy has' been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within twelve months after the date of this deed, either make such building or structure fit for the use set forth in such. Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of twelve (12) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh

an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector;

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

(4) at the end of twelve (12) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

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

(6) the party of the second part shall rehabilitate said premises and within one (1) year of receiving a Certificate of Occupancy reconvey the property, subject to an owner occupancy restriction, to another who shall maintain their domicile and principal residence at said premises for a minimum of a five (5) year period."

which accordingly includes the right of re-entry and reverter as well as occupancy restrictions for the benefit of the City of Newburgh; and

Now, therefore in consideration of the premises and the sum of ten dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, the City of Newburgh hereby cancels the restrictive covenant as against the Demised Premises. The restrictive covenant on the Demised Premises shall be void and of no force and effect.

Address of Demised Premises:

Tax Parcel Section 39, Block 5 Lot 20  
55 Liberty Street City of Newburgh, N.Y.

Tax Parcel Section 45, Block 6, Lot 13  
95 Renwick Street, City of Newburgh

Tax Parcel Section 45, Block 5 Lot 23  
108 Renwick Street City of Newburgh, N.Y.

Tax Parcel Section 45, Block 6 Lot 3  
117 Renwick Street City of Newburgh, N.Y.

Tax Parcel Section 45, Block 6 Lot 2  
119 Renwick Street City of Newburgh, N.Y.

Tax Parcel Section 45, Block 6, Lot 1  
121 Renwick Street City of Newburgh, N.Y.

[SIGNATURE PAGE TO CANCELLATION OF RESTRICTIVE COVENANTS AND  
AGREEMENTS]

WHEREFORE, the parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name: Michael G. Ciaravino, City Manager  
Per Resolution No. \_\_\_\_\_ - 2017

STATE OF NEW YORK        }  
COUNTY OF ORANGE        }

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017, before me, the undersigned, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**RECORD & RETURN TO:**

Harris Beach PLLC  
445 Hamilton Avenue  
Suite 1206  
White Plains, New York 10601  
Attn: David Rothman, Esq.



**RESOLUTION NO.: 65 - 2017**

**OF**

**MARCH 13, 2017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
DECLARING ITSELF LEAD AGENCY UNDER STATE ENVIRONMENTAL  
QUALITY REVIEW ACT (SEQRA) FOR THE AMENDMENT  
OF THE LOCAL WATERFRONT REVITALIZATION PROGRAM,  
ADOPTING AN ENVIRONMENTAL ASSESSMENT FORM,  
ISSUING A NEGATIVE DECLARATION AND SUBMISSION TO  
THE NEW YORK STATE DEPARTMENT OF STATE**

**WHEREAS**, in 1992, the City Council adopted the City's Waterfront Consistency Review Law as Chapter 296 of the City's Code of Ordinances to implement the Local Waterfront Revitalization Program ("LWRP"), which was approved by the State of New York under Article 42 of the New York Executive Law and which contained the City's policies and recommendations, consistent with the coastal management policies of the state, to promote beneficial waterfront development enhanced by or dependent on the City's waterfront resources and in balance with protection of the its natural coastal resources; and

**WHEREAS**, in 2001, the City Council adopted an update to the 1992 LWRP to incorporate redevelopment initiatives and reflect the then-current land uses, economic, natural, infrastructure, and community service policies as they related to the community's local waterfront revitalization area; and

**WHEREAS**, in 2007, the City of Newburgh began undertaking amendments to the 2001 City's LWRP, including the preparation of a Harbor Management Plan, which was not completed; and

**WHEREAS**, the City of Newburgh has undertaken a targeted update to the 2007 draft LWRP to update the existing conditions within the LWRP area to reflect changes experienced in the area since 2007, with the objectives of preserving open space and increasing public access to the waterfront; linking the waterfront to the historic district, Washington's Headquarters and the Broadway commercial area; addressing parking issues on the waterfront by planning for and integrating inter-modal and multi-modal transportation links to the waterfront; identifying contaminated sites in and adjacent to the LWRP area and planning for contaminant remediation; the preparation of a Harbor Management Plan; and

**WHEREAS**, the City proposes to undertake the adoption of the LWRP amendment in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

**WHEREAS**, in compliance with SEQRA, by Resolution No. 19–2017 of January 23, 2017, the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classify the project as a Type I action, proposed to accept as complete a Full Environmental Assessment Form (“EAF”) Part 1 and to notify involved and interested agencies; and

**WHEREAS**, the City Council of the City of Newburgh wishes to assume Lead Agency status, approve and adopt a Full Environmental Assessment Form, including Parts 1, 2 and 3 (“EAF”); and

**WHEREAS**, the City of Newburgh has taken a hard look at the environmental impacts of the proposed amendment to the Local Waterfront Revitalization Program and has determined that there will be no negative environmental impacts regarding same;

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

1. That the City Council of the City of Newburgh hereby declares itself Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6;
2. Adopts a Full Environmental Assessment Form, which is attached hereto;
3. Issues a Negative Declaration pursuant to the SEQRA; and
4. Submits the LWRP to the New York State Department of State for 60-day review.



# CITY OF NEWBURGH LOCAL WATERFRONT REVITALIZATION PROGRAM UPDATE

Environmental Assessment Form - Parts 2 and 3

February 24, 2017

NEWBURGH LOCAL WATERFRONT REVITALIZATION PROGRAM UPDATE

**CITY OF NEWBURGH, NEW YORK  
ORANGE COUNTY**

FULL EAF – PARTS 2 AND 3 AND SUPPLEMENT TO PART 3

**Lead Agency:**

City of Newburgh City Council  
83 Broadway  
Newburgh, NY 12550

Contact: Deirdre Glenn, Business Development Director  
[dglenn@cityofnewburgh-ny.gov](mailto:dglenn@cityofnewburgh-ny.gov)  
(845) 569-7383

**Prepared by:**

BFJ Planning  
115 Fifth Avenue  
New York, NY 10003  
Contact: Sarah Yackel, AICP, Principal  
(212) 353-7375

February 24, 2017

## TABLE OF CONTENTS

	Page
Full EAF Part 2.....	1
Full EAF Part 3.....	11
Full EAF Part 3 Supplement.....	13

## **Full Environmental Assessment Form**

### **Part 2 - Identification of Potential Project Impacts**

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

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

#### **Tips for completing Part 2:**

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

<b>1. Impact on Land</b> Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i> <div style="text-align: right; padding-right: 20px;"> <input type="checkbox"/> NO      <input type="checkbox"/> YES         </div>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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

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



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

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



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

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

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

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

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

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

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

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

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

<b>13. Impact on Transportation</b> The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - g. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>14. Impact on Energy</b> The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

<b>15. Impact on Noise, Odor, and Light</b> The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

#### 16. Impact on Human Health

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

☐ NO

☐ YES

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

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

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

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

**Full Environmental Assessment Form**  
**Part 3 - Evaluation of the Magnitude and Importance of Project Impacts**  
**and**  
**Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:            ☐ Type 1                      ☐ Unlisted

Identify portions of EAF completed for this Project:   ☐ Part 1            ☐ Part 2            ☐ Part 3



Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the \_\_\_\_\_ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

*Sarah K. Yachal*

Date:

**For Further Information:**

Contact Person:

Address:

Telephone Number:

E-mail:

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

## SUPPLEMENT TO PART 3

### ***Introduction***

The action considered in the Environmental Assessment Form (EAF) Parts 1, 2 and 3 and contemplated in this supplement to EAF Part 3 is the adoption of the City of Newburgh Local Waterfront Revitalization Program (LWRP) Update (“Proposed Action”). Adoption of the LWRP and the local waterfront consistency review law will not result in any direct construction or development.

The Newburgh City Council reviewed all the questions in Part 2 of the Full Environmental Assessment Form with respect to the proposed action. Questions 1-2, 4, 6, 8, 12 and 14-17 showed no impact. Questions 3, 5, 7, 9-11, 13 and 18 showed no or small impacts (including potentially beneficial impacts). To supplement those questions in the EAF Part 2 which elicited a “yes” response, this Part 3 Supplement provides additional information below. In each case, the potential impact from the adoption of the proposed action is considered small to moderate, and in many cases the impacts are expected to be beneficial to the City’s waterfront environment.

### ***General Impacts of LWRP Update***

The focus of the LWRP Update is primarily on preserving open space and increasing public access to the waterfront, linking the waterfront to the upland portions of Downtown Newburgh, revitalizing vacant and underutilized sites, and inclusion of a Harbor Management Plan. The proposed changes to the LWRP policies are not anticipated to affect the City’s protection of natural and man-made resources such as fish and wildlife habitats; air and water quality; historic and scenic resources; and sensitive areas such as steep slopes, wetlands and floodplains. Thus, these changes are not expected to have an impact on the environment.

There are no changes proposed to zoning in the LWRP Update; therefore, no major changes to land uses are anticipated to occur as a result of its implementation. In 2015, the City of Newburgh undertook a comprehensive update to its Zoning Code and amendments necessary to implement the City’s vision for the waterfront were undertaken at that time. In addition, the LWRP is generally consistent with and supportive of the key concepts and recommendations in the 2008 *Plan-It Newburgh Sustainable Master Plan*.

In addition, once the LWRP is adopted, any Type 1 or Unlisted action under SEQR is required to be reviewed by the lead agency for consistency with the costal policies and the projects contained within the LWRP. In order to ensure local consistency with the LWRP, the lead agency’s determination of consistency may be made with the benefit of an advisory recommendation of consistency from an advisory committee. Pursuant to Chapter 159 – Conservation of the City Code, the City has authorized the Conservation Advisory Council to serve in this capacity.

The LWRP includes a list of four (4) projects within LWRP Sub-Area A – Southern/Quassaick Creek Area (see EAF Part 1, Figure 3) which encompasses Quassaick Creek, Muchattoes Lake and lands approximate thereto. These projects are aimed at restoring Quassaick Creek and enhancing connections thereto. Other projects in this area focus on complete streets treatments for Lake Street, and the redevelopment of the underutilized and deteriorating Lake Street Plaza and the provision of access easements to the adjacent Muchattoes Lake. Implementation of these recommended projects can be anticipated to result in beneficial environmental impacts.

The LWRP includes four (4) projects within LWRP Sub-Area B – Inland Area (see EAF Part 1, Figure 4), which encompasses the inland portion of the LWRP Area. These projects are largely aimed at providing connections between the Broadway Corridor and the waterfront, restoration of the historic Victory Tower at Washington’s Headquarters, streetscape improvements along Liberty Street, and renovation of the Foundry building. These enhancements can be expected to result in no potentially significant adverse environmental impacts, and may generate beneficial impacts through opportunities to increase public connections to the waterfront, renovation of historic buildings and structures and improvements to pedestrian and vehicular connections and safety.

The LWRP includes 19 projects within Sub-Area C – Waterfront Area (see EAF Part 1, Figure 5), which encompasses the Hudson River waterfront portion of the LWRP Area. Many of these projects are aimed at increasing the quantity and quality of waterfront open space and increasing public access to waterfront open space. Other projects address maintaining aging waterfront infrastructure (i.e. breakwaters, bulkheading, etc.), improving water quality, enhancing ferry connections, incorporating harbor management elements, and ensuring that potential development sites include public waterfront access and other environmental protections. Implementation of these recommended projects can be expected to result in no potentially significant adverse environmental impacts, and may generate beneficial impacts through the creation of new waterfront recreation and open space uses, water quality improvements, and an increased tax base at the vacant and underutilized Gull Harbour site.

Any specific actions to undertake these projects would be subject to an environmental review under SEQR.

### ***Criteria for Determining Significance***

The City Council reviewed the criteria for determining significance as set forth in Section 617.7 of the SEQRA regulations as follows:

*(1) To determine whether a proposed Type I or Unlisted action may have a significant adverse impact on the environment, the impacts that may be reasonably expected to result from the proposed action must be compared against the criteria in this subdivision. The following list is illustrative, not exhaustive. These criteria are considered indicators of significant adverse impacts on the environment:*

- (i) ***a substantial adverse change in existing air quality, ground or surface water quality or quantity. traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;***

The Proposed Action is the adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (ii) ***the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;***

The proposed LWRP Update is intended to promote protection of vegetation, wildlife, habitat areas and other natural resources. No adverse impacts to these resources are anticipated from adoption of the LWRP and local waterfront consistency review law.

- (iii) ***the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617. 14(g) of this Part;***

The Proposed Action is not located within a Critical Environmental Area (CEA); therefore this criterion is not applicable.

- (iv) ***the creation of a material conflict with a community's current plans or goals as officially approved or adopted;***

The proposed LWRP Update is supportive of and consistent with the City's Master Plan and 2015 Zoning Code Update. The LWRP does not conflict with any of the recommendations of the Master Plan and relies upon the 2015 Zoning Code Update for implementation.

- (v) ***the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;***

The proposed LWRP Update is intended to promote protection of important historical, archeological, architectural or aesthetic resources and existing community and neighborhood character. No adverse impacts to these resources are anticipated from adoption of the LWRP.

- (vi) ***a major change in the use of either the quantity or type of energy;***

The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (vii) ***the creation of a hazard to human health;***

The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;**

The proposed LWRP Update proposes improvements to and provision of additional open space and recreational resources, as well as targeted redevelopment of vacant and underutilized sites consistent with existing zoning; these improvements are not anticipated to result in a substantial change in the intensity of use of land within the City.

- (ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;**

The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (x) the creation of a material demand for other actions that would result in one of the above consequences;**

- (xi) The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (xii) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or**

The City Council has considered the various potential elements of the environment identified in Section 6I7.7(c). The City Council does not envision any combined impacts resulting in a substantial adverse impact on the environment.

- (xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.**

The City Council is not aware of any other action, when undertaken with this one, which would result in a cumulative negative impact on the environment.

*(2) For the purpose of determining whether an action may cause one of the consequences listed in paragraph (1) of this subdivision, the lead agency must consider reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions which are:*

- (i) included in any long-range plan of which the action under consideration is a part;*
- (ii) likely to be undertaken as a result thereof; or*
- (iii) dependent thereon.*

The City Council is not aware of any other future plans that when combined with this impact would have a negative impact on the environment.

***Summary***

The City Council finds that the Proposed Action to update the 2001 LWRP will not have a significant adverse environmental impact.

RESOLUTION NO.: 66 - 2017

OF

MARCH 13, 2017

**A RESOLUTION CO-SPONSORING THE APPLICATION OF  
THE QUASSAICK CREEK WATERSHED ALLIANCE FOR A  
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
HUDSON RIVER ESTUARY PROGRAM  
TREES FOR TRIBS TECHNICAL ASSISTANCE GRANT**

**WHEREAS**, the New York State Department of Environmental Conservation Hudson River Estuary Program Trees for Tribs initiative provides landowners, municipalities, and conservation organizations with low-cost or no-cost native plants and free technical assistance to plant along tributary rivers, lakes and streams that lead to the Hudson River to improve the structural banks of the waterways and prevent runoff from entering the Hudson River; and

**WHEREAS**, the Quassaick Creek Watershed Alliance (“QCWA”) has requested that the City of Newburgh co-sponsor its application for such technical assistance grant for a planting project to be located at the northeast side of Crystal Lake; and

**WHEREAS**, the QCWA will undertake the planting, monitoring and maintenance responsibilities with the City’s cooperation; and

**WHEREAS**, the grant provides plants and technical assistance at no cost to the City; and

**WHEREAS**, this Council has determined that co-sponsoring and supporting the grant application 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 of Newburgh hereby co-sponsors and supports the application of the Quassaick Creek Watershed Alliance for a New York State Department of Environmental Conservation Hudson River Estuary Trees for Tribs Technical Assistance Grant for tree planting at Crystal Lake, with thanks to the QCWA; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 67 - 2017

OF

MARCH 13, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 233 FIRST STREET (SECTION 29, BLOCK 4, LOT 4)  
AT PRIVATE SALE TO GEORGE W. REITHOFFER  
FOR THE AMOUNT OF \$4,000.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 233 First Street, being more accurately described as Section 29, Block 4, Lot 4 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 12, 2017, being 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>
233 First Street	29 - 4 - 4	George W. Reithoffer	\$4,000.00

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



**Terms and Conditions of Sale**  
**233 First Street, City of Newburgh**  
**(29-4-4)**

**STANDARD TERMS:**

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, 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 2016-2017, 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. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 12, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

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

RESOLUTION NO.: 68 - 2017

OF

MARCH 13, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 100 COURTNEY AVENUE (SECTION 48, BLOCK 1, LOT 27)  
AT PRIVATE SALE TO AAMIR MUMTAZ FOR THE AMOUNT OF \$36,000.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 100 Courtney Avenue being more accurately described as Section 48, Block 1, Lot 27 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 12, 2017, 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>
100 Courtney Avenue	48 – 1 – 27	Aamir Mumtaz	\$36,000.00

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

**Terms and Conditions of Sale**  
**100 Courtney Avenue, City of Newburgh**  
**(48-1-27)**

**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 2016-2017, 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 2016-2017, 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 except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
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. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and

it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.

8. 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.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. 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.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 12, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall 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 has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
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 and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

**RESOLUTION NO.: 69-2017**

**OF**

**MARCH 13, 2017**

**A RESOLUTION AUTHORIZING THE CITY CLERK TO EXECUTE A  
HEALTH COMMERCE SYSTEM PARTICIPANT ORGANIZATION AGREEMENT  
WITH THE NEW YORK STATE DEPARTMENT OF HEALTH AND  
DESIGNATING THE CITY CLERK/REGISTRAR OF VITAL STATISTICS  
AS HEALTH COMMERCE SYSTEM COORDINATOR**

**WHEREAS**, the New York State Department of Health has created the Health Commerce System (HCS) is a secure system for electronically collecting and distributing data among state entities, health facilities and providers; and

**WHEREAS**, in order for the City Clerk as the Registrar of Vital Statistics to continue to maintain death certificates and other vital statistics, a Participant Organization Agreement with the New York State Department of Health; and

**WHEREAS**, the Participant Organization Agreement permits the designation of a Health Commerce Systems Coordinator to be trained and authorized to access the system; and

**WHEREAS**, the City Council of the City of Newburgh finds appropriate and in the best interests of the City of Newburgh to authorize the City Clerk to execute the Participant Organization Agreement and to designate the City Clerk/Registrar of Vital Statistics as the Health Commerce Systems Coordinator;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Newburgh hereby authorizes the City Clerk to execute the Participant Organization Agreement, annexed hereto and made part hereof, with New York State Department of Health and to designate the City Clerk/Registrar of Vital Statistics to serve as the Health Commerce Systems Coordinator for the purpose of maintaining death certificates and other vital statistics in New York State.



**RESOLUTION NO.: 70-2017**

**OF**

**MARCH 13, 2017**

**A RESOLUTION AUTHORIZING THE ADDITION OF  
THREE (3) FIREFIGHTER POSITIONS ON A TEMPORARY BASIS  
IN THE CITY OF NEWBURGH FIRE DEPARTMENT**

**WHEREAS**, the City of Newburgh was awarded a Department of Homeland Security Staffing for Adequate Fire and Emergency Response (“SAFER”) Program grant to provide funding to retain twelve (12) grant-funded firefighter positions for the time period 2016-2018; and

**WHEREAS**, under the terms of the SAFER Program, the City of Newburgh must maintain fifteen (15) firefighter positions funded previously with an earlier SAFER Program grant award through the time period of the current SAFER grant award from 2016-2018; and

**WHEREAS**, the Personnel Analysis Book for the fiscal year 2017 must be amended to create three temporary firefighter positions to maintain the minimum staffing required; and

**WHEREAS**, the creation of the additional firefighter positions will be on a temporary basis and funded by current savings of vacant positions and overtime for the 2017 Fiscal Year;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2017 be amended, and that there be and hereby are three (3) additional positions in the job title “Firefighter” on a temporary basis in the Fire Department.

RESOLUTION NO.: 71 - 2017

OF

MARCH 13, 2017

**A RESOLUTION DECLARING THE CITY OF NEWBURGH  
A FAIR AND WELCOMING CITY**

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

**WHEREAS,** since the 17<sup>th</sup> Century, the City of Newburgh has long embraced refugees fleeing persecution and violence from the Palatines to the Freedman to new waves of immigrants; and

**WHEREAS, City of Newburgh** residents, like many Americans, are deeply concerned about how the new national administration will impact their lives and families, whether they will be forced to leave this country, and whether rights and protections afforded to them will suddenly be taken away; and

**WHEREAS,** when local law enforcement voluntarily cooperates with or works on behalf of U.S. Immigration and Customs Enforcement (ICE) to facilitate civil immigration deportations, significant gaps in trust and cooperation grow between immigrant communities and the police. Some of these practices could expose the City to liability for violations of individuals' Constitutional rights; and

**WHEREAS,** undue collaboration related to non-criminal deportation and detention between local law enforcement and ICE will make immigrants less likely to report crimes, act as witnesses in criminal investigations and prosecutions, and provide intelligence to law enforcement. The cooperation of the City's immigrant communities is essential to prevent and solve crimes and maintain public order, safety and security in the entire City. Community policing depends on trust with every community member and facilitating deportations will harm our efforts at community policing; and

**WHEREAS,** a growing number of municipalities around the country are resisting threats against privacy and liberty by taking meaningful steps to ensure that communities are safe, and that all residents' rights are respected so that their municipality may continue to thrive; and

**WHEREAS,** the City of Newburgh Police Department has long held to the practice that it does not inquire into a person's immigration status; and

**WHEREAS,** due to the City's limited resources, the clear need to foster the trust of and cooperation from the public, including members of vulnerable communities; and to effectuate

the City's goals, the City Council urges the City administration to clarify its role in protecting all city residents' privacy and rights;

**NOW, THEREFORE, BE IT RESOLVED THAT,** the **City of Newburgh** City Council supports the establishment and communication of a clear policy that local police and government agents will not enforce federal civil immigration law nor help facilitate ICE deportations, except where legally required to do so. To this end, the City and its law enforcement agents and employees will not enter into any contracts, agreements or arrangements, including "287(g) agreements" as provided by 8 U.S.C. § 1357(g) or Intergovernmental Service Agreements with the federal government that deputize local law enforcement officers to act as immigration agents or use local facilities to house immigrants in deportation proceedings; participate in joint operations with ICE, including, but not limited to setting up traffic stops for purposes of civil immigration enforcement or assisting in raids; stop, arrest or detain people based on perceived or actual immigration status or belief the person has committed an immigration offense; arrest, detain or transfer individuals based on warrantless immigration detainers or administrative warrants; or allow ICE access to City facilities, property, equipment or databases without a judicial warrant; and

**BE IT FURTHER RESOLVED THAT,** **City of Newburgh** City Council is committed to working with the City's administration on strong anti-discrimination policies to protect vulnerable communities. Ensuring that all are treated fairly and without discrimination or profiling based on actual or perceived national origin, immigration status, race, ethnicity, language proficiency, religion, sexual orientation, gender identity, disability, housing status, financial status, marital status, status as a victim of domestic violence, criminal history, or status as a veteran is a priority for our community. Such policies should include a prohibition on City agents and employees conditioning services on immigration status, except where required under applicable federal or state law; strict policies prohibiting City agents and employees from coercing individuals or threatening to report them or their family members to ICE or take other immigration-related action against them or their family members; and a strong policy making clear that where presentation of a state driver's license is accepted as adequate evidence of identity, presentation of a photo identity document issued by the person's nation of origin, such as a driver's license, passport, or consulate-issued document, shall be accepted and shall not subject the person to a higher level of scrutiny or different treatment. City employees should not inquire into individuals' immigration status except where required by state or federal law; and

**BE IT FURTHER RESOLVED THAT,** the **City of Newburgh** City Council is committed to work with the City's administration on strong privacy protections limiting the extent to which city agents and employees are permitted to maintain and share confidential personal information, including but not limited to personal contact information, information about national origin, race, ethnicity, language proficiency, religion, sexual orientation, gender identity, disability, housing status, financial status, marital status, status as a victim of domestic violence, criminal history, release date from incarceration or confinement in a jail, or status as a veteran; except where otherwise required by state or federal law or regulation or directive or court order; and

**BE IT FURTHER RESOLVED THAT,** the **City of Newburgh** City Council encourages the adoption of clear and transparent protocols for the certification of U-Visas for

undocumented immigrant community members who have been victims of a serious crime and have cooperated in the investigation of the crime; and

**BE IT FURTHER RESOLVED THAT,** the City of Newburgh City Council encourages the municipality to report on its public facing website the number of times the municipality was asked to participate in any civil immigration enforcement operations, did participate, the number of detainer requests lodged and the number of U visa requests made, among other data annually; and

**BE IT FURTHER RESOLVED THAT,** the City of Newburgh City Council is committed to publicly and vigorously opposing any government registry based on race, gender, sexual orientation, religion, ethnicity or national origin; and

**BE IT FURTHER RESOLVED THAT,** the City of Newburgh City Council urges the city to commit to support vital resources for immigrant communities, including establishing protocols and policies to take reasonable steps to develop and implement agency-specific language assistance plans regarding Limited English Proficient (LEP) residents; and

**BE IT FURTHER RESOLVED THAT,** the City of Newburgh City Council is committed to maintaining community stakeholder engagement around implementation of policies that preserve and protect our diverse and inclusive community, and will serve as a resource for immigrant community members with questions, comments, or concerns about safety or local government's role in defending vulnerable communities; and

**BE IT FURTHER RESOLVED THAT,** We are Newburgh. We were born multicultural!

# Guidance Concerning Local Authority Participation In Immigration Enforcement And Model Sanctuary Provisions



New York State Attorney General  
**Eric T. Schneiderman**

January 2017



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN  
ATTORNEY GENERAL

EXECUTIVE OFFICE

January 19, 2017

Dear Colleague:

As the chief law enforcement officer in our state, I have heard from many New Yorkers who have questions about what this week's transfer of power in Washington, D.C. means for federal immigration enforcement. Local elected officials and law enforcement agencies rightly want to promote public safety while protecting vulnerable communities. I write today to set forth what the US Constitution and federal law currently require and describe concrete steps that local governments and law enforcement agencies can immediately take to achieve these important dual objectives.

The enclosed *Guidance Concerning Local Authority Participation In Immigration Enforcement and Model Sanctuary Provisions* first describes the legal landscape governing local jurisdictions' involvement in immigration investigation and enforcement, so that local officials understand the extent to which they may decline to participate in such activities. The *Guidance* follows the letter that I sent on December 2, 2014 to police chiefs and sheriffs throughout the state, but provides much greater detail and context for law enforcement officials and local policymakers. The *Guidance* also provides model language that localities can voluntarily enact—consistent with current federal law—to limit law enforcement and local agency participation in federal immigration activities. The model language is based on an extensive review of provisions from the numerous states, cities, and towns around the country—including many in New York State—that have already have acted to protect this vulnerable population.

The Attorney General's Office recognizes that by protecting the rights and well-being of immigrant families, we build trust in law enforcement and other public agencies, thus enhancing public safety for all. As you know, justice cannot be served when a victim of domestic violence or a witness to a shooting does not call the police because she fears that doing so will attract the attention of officials who wish to deport her family members. That's why standing together in this time of uncertainty is our most effective tool for keeping our communities safe.

Sincerely yours,

ERIC T. SCHNEIDERMAN

# GUIDANCE CONCERNING LOCAL AUTHORITY PARTICIPATION IN IMMIGRATION ENFORCEMENT AND MODEL SANCTUARY PROVISIONS

## PART I: PURPOSE AND PRINCIPLES

The purpose of this guidance is two-fold: (1) to describe for local governments in New York State the legal landscape governing the participation of local authorities in immigration enforcement; and (2) to assist local authorities that wish to become “sanctuary” jurisdictions by offering model language that can be used to enact local laws or policies that limit participation in immigration enforcement activities.<sup>1</sup>

As the United States Supreme Court recognized in *Arizona v. United States*, “[a]s a general rule, it is not a crime for a removable alien to remain present in the United States.”<sup>2</sup> In addition, undocumented aliens—like other New Yorkers—are afforded certain rights by the New York State and United States Constitutions. As explained in detail in Part II, local law enforcement agencies (“LEAs”) retain significant discretion regarding whether and how to participate in federal immigration enforcement. LEAs nonetheless must adhere to the requirements and prohibitions of the New York State and United States Constitutions and federal and state law in serving the public, regardless of whether an individual is lawfully present in the U.S.

In light of concerns expressed by many local governments about protecting immigrants’ rights while appropriately aiding federal authorities, Part III of this guidance offers model language that can be used to enact laws and policies on how localities can and should respond to federal requests for assistance with immigration enforcement. Several states and hundreds of municipalities—including New York City and other local governments throughout New York State—have enacted sanctuary laws and policies that prohibit or substantially restrict the involvement of state and local law enforcement agencies with federal immigration enforcement. See Appendix B. The Office of the Attorney General believes that effective implementation of the policies set forth in this guidance can help foster a relationship of trust between law enforcement officials and immigrants that will, in turn, promote public safety for all New Yorkers.

This guidance recommends eight basic measures:

1. LEAs should not engage in certain activities solely for the purpose of enforcing federal immigration laws.

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<sup>1</sup> “Sanctuary” is not a legal term and does not have any fixed or uniform legal definition, but it is often used to refer to jurisdictions that limit the role of local law enforcement agencies and officers in the enforcement of federal immigration laws.

<sup>2</sup> 132 S. Ct. 2492, 2505 (2012) (citation omitted).

2. Absent a judicial warrant, LEAs should honor U.S. Immigration and Customs Enforcement (“ICE”) or Customs and Border Protection (“CBP”) detainer requests only in limited, specified circumstances.
3. Absent a judicial warrant, LEAs should not honor ICE or CBP requests for certain non-public, sensitive information about an individual.
4. LEAs should not provide ICE or CBP with access to individuals in their custody for questioning solely for immigration enforcement purposes.
5. LEAs should protect the due process rights of persons as to whom federal immigration enforcement requests have been made, including providing those persons with appropriate notice.
6. Local agency resources should not be used to create a federal registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
7. Local agencies should limit collection of immigration-related information and ensure nondiscriminatory access to benefits and services.
8. LEAs should collect and report data to the public regarding detainer and notification requests from ICE or CBP in order to monitor their compliance with applicable laws.

As explained in Part II below, state and federal law permit localities to adopt these proposed measures.



## **PART II: LAWS GOVERNING LOCAL AUTHORITY PARTICIPATION IN IMMIGRATION ENFORCEMENT**

### **A. The Tenth Amendment to the U.S. Constitution**

The Tenth Amendment to the U. S. Constitution<sup>3</sup> limits the federal government’s ability to mandate particular action by states and localities, including in the area of federal immigration law enforcement and investigations. The federal government cannot “compel the States to enact or administer a federal regulatory program,”<sup>4</sup> or compel state employees to participate in the administration of a federally enacted regulatory scheme.<sup>5</sup> Importantly, these Tenth Amendment protections extend not only to states but to localities and their employees.<sup>6</sup> *Voluntary* cooperation with a federal scheme does not present Tenth Amendment issues.<sup>7</sup>

### **B. The N.Y. Constitution and Home Rule Powers**

Under the home rule powers granted by the New York State Constitution,<sup>8</sup> as implemented by the Municipal Home Rule Law,<sup>9</sup> a local government may adopt a local law relating to the “government, protection, order, conduct, safety, health and well-being of persons” therein, as long as its provisions are not inconsistent with the state constitution or a general state law.<sup>10</sup>

The model provisions for localities outlined in Part III are consistent with both the state constitution and existing state law.

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<sup>3</sup> The Tenth Amendment to the United States Constitution provides that “powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.” U.S. Const., Am. X.

<sup>4</sup> *New York v. United States*, 505 U.S. 144, 188 (1992). The compelled conduct invalidated in *New York v. United States* was a federal statutory requirement that States enact legislation providing for the disposal of their radioactive waste or else take title to that waste. *See id.* at 152-54.

<sup>5</sup> *Printz v. United States*, 521 U.S. 898, 935 (1997). The compelled conduct invalidated in *Printz* was the Brady Handgun Violence Prevention Act’s requirement that state and local law enforcement officers perform background checks on prospective firearm purchasers. *See id.* at 903-04.

<sup>6</sup> *See id.* at 904-05 (allowing county-level law enforcement officials to raise Tenth Amendment claim); *see also Lomont v. O’Neill*, 285 F.3d 9, 13 (D.C. Cir. 2002) (same); *City of New York v. United States*, 179 F.3d 29, 34 (2d Cir. 1999) (city may raise a Tenth Amendment claim), *cert. denied*, 528 U.S. 1115 (2000).

<sup>7</sup> *See Lomont*, 285 F.3d at 14.

<sup>8</sup> N.Y. Const., Art. IX, § 2(c)(ii)(10).

<sup>9</sup> Municipal Home Rule Law § 10(1)(ii)(a)(12).

<sup>10</sup> *See, e.g., Eric M. Berman, P.C. v. City of New York*, 25 N.Y.3d 684, 690 (2015).

### C. Laws Governing Treatment of ICE and CBP Detainer Requests

ICE and CBP have a practice of issuing detainer or immigration-hold requests to LEAs, asking that the LEA keep an individual in its custody for up to 48 hours beyond that individual's normal release date (i.e., the date the individual is scheduled for release in whatever matter brought that person into the LEA's custody) while ICE determines whether to take custody of the individual to pursue immigration enforcement proceedings. LEAs have the authority to honor or decline an ICE or CBP request to detain, transfer, or allow access to any individual within their custody for immigration enforcement purposes. As the Attorney General's December 2, 2014 letter to police chiefs and sheriffs across New York State explained, an LEA's compliance with ICE detainers or requests for immigration holds is *voluntary*—not mandatory—and compliance with such requests remains at the discretion of the LEA.<sup>11</sup>

This guidance recommends that LEAs honor ICE or CBP detainers or requests for immigration holds only when (1) ICE or CBP presents a judicial warrant or (2) there is probable cause to believe that the individual committed a limited number of criminal offenses, including terrorism related offenses. *See infra* Part III, Objective 2. Such an approach promotes public safety in a manner that also respects the constitutional rights of individuals and protects LEAs from potential legal liability.

All LEAs in New York State must comply with the Fourth Amendment to the U.S. Constitution's prohibition on unreasonable searches and seizures, as well as with the similar provision in Article I, § 12 of the New York State Constitution.<sup>12</sup> This mandate does not change simply because ICE or CBP has issued a detainer request to an LEA. Should an LEA choose to comply with an ICE or CBP detainer request and hold an individual beyond his or her normal release date, this constitutes a new "seizure" under the Fourth Amendment. That new seizure must meet all requirements of the Fourth Amendment, including a showing of probable cause that the individual committed a criminal offense.<sup>13</sup>

A judicial warrant would fulfill the Fourth Amendment's requirements. Absent a judicial warrant, however, further detention is permissible only upon a showing of probable cause that

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<sup>11</sup> See Letter from New York Attorney General Eric T. Schneiderman to New York State Police Chiefs and Sheriffs (Dec. 2, 2014) (available at [https://ag.ny.gov/pdfs/AG\\_Letter\\_And\\_Memo\\_Secure\\_Communities\\_12\\_2.pdf](https://ag.ny.gov/pdfs/AG_Letter_And_Memo_Secure_Communities_12_2.pdf)).

<sup>12</sup> Article I, § 12 of the New York State Constitution provides: "The right of the people to be secure in their persons, houses, papers and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized."

<sup>13</sup> *Cf. Illinois v. Caballes*, 543 U.S. 405, 407 (2005) (noting that a legitimate seizure "can become unlawful if it is prolonged beyond the time reasonably required" to achieve its purpose); *see also Dunaway v. New York*, 442 U.S. 200, 213 (1979) (noting general rule that "Fourth Amendment seizures are 'reasonable' only if based on probable cause").

the individual committed a crime or that an exception to the probable cause requirement applies.<sup>14</sup>

The mere fact that an individual is unlawfully in the U.S. is not a criminal offense.<sup>15</sup> Therefore, unlawful presence in the U.S., by itself, does not justify continued detention beyond that individual's normal release date. This applies even where ICE or CBP provide an LEA with administrative forms that use terms such as "probable cause" or "warrant."<sup>16</sup> A determination of whether the LEA had probable cause to further detain an individual will turn on all the facts and circumstances, not simply words that ICE or CBP places on its forms.

Accordingly, in several different lawsuits, federal courts have held that an LEA violated the Fourth Amendment rights of an individual whom the LEA held past his or her normal release date in response to an ICE detainer request.<sup>17</sup> The courts reasoned that the ICE detainer requests did not constitute probable cause to believe that the individual had committed a crime; therefore further detention was unconstitutional. Indeed, LEAs that detain individuals in the absence of a judicial warrant or probable cause may be liable for monetary damages.<sup>18</sup> For these reasons, this guidance recommends that LEAs respond to ICE or CBP detainer requests only when they are accompanied by a judicial warrant, or in other limited circumstances in which there is probable cause to believe a crime has been committed.

#### **D. Laws Governing Information Sharing with Federal Authorities**

In addition to issuing detainer requests, ICE and CBP have historically sought information about individuals in an LEA's custody. For example, ICE may request notification of an individual's release date, time, and location to enable ICE to take custody of the individual upon release.

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<sup>14</sup> See, e.g., *Gerstein v. Pugh*, 420 U.S. 103, 111-12 (1975).

<sup>15</sup> See *Arizona*, 132 S. Ct. at 2505.

<sup>16</sup> For example, a "Warrant of Removal" is issued by immigration officials, and not by a neutral fact-finder based on a finding of probable cause that the individual committed a crime. See 8 C.F.R. § 241.2. In addition, DHS Form I-247D ("Immigration Detainer—Request for Voluntary Action") (5/15), available at <https://www.ice.gov/sites/default/files/documents/Document/2016/I-247D.PDF>, includes a check-box for ICE to designate that "Probable Cause Exists that The Subject is a Removable Alien." It is not a crime to be in the U.S. unlawfully. See *supra* at 4. Thus, ICE's checking of a "probable cause" box on the I-247D does not constitute probable cause to believe that an individual has committed a crime, and cannot on its own justify continued detention.

<sup>17</sup> See, e.g., *Santos v. Frederick Cnty. Bd. of Comm'rs*, 725 F.3d 451, 464-65 (4th Cir. 2013); *Miranda-Olivares v. Clackamas Cnty.*, 12-CV-02317, 2014 U.S. Dist. LEXIS 50340, at \*32-33 (D. Or. April 11, 2014); see also *Gerstein*, 420 U.S. at 111-12 (discussing underlying basis of Fourth Amendment's probable cause requirement).

<sup>18</sup> See, e.g., *Santos*, 725 F.3d at 464-66, 470 (holding that municipality was not entitled to qualified immunity in § 1983 lawsuit seeking, *inter alia*, compensatory damages, where deputies violated arrestee's constitutional rights by detaining her solely on suspected civil violations of federal immigration law).

This guidance recommends that, unless presented with a judicial warrant, LEAs should not affirmatively respond to ICE or CBP requests for sensitive information that is not generally available to the public, such as information about an individual’s release details or home address. *See infra* Part III, Objective 3. This approach enables LEAs to protect individual privacy rights and ensure positive relationships with the communities they serve, which in turn promotes public safety.

(1) 8 U.S.C. § 1373 and the Tenth Amendment

Federal law “does not require, in and of itself, any government agency or law enforcement official to communicate with [federal immigration authorities].”<sup>19</sup> Rather, federal law limits the ability of state and local governments to enact an outright ban on sharing certain types of information with federal immigration authorities. Specifically, 8 U.S.C. § 1373 provides that state and local governments *cannot prohibit* employees or entities “from sending to, or receiving from, [federal immigration authorities] information regarding *the citizenship or immigration status*, lawful or unlawful, of any individual.”<sup>20</sup> In addition, federal law bars restrictions on “exchanging” information regarding “*immigration status*” with “any other Federal, State, or local government entity” or on “maintaining” such information.<sup>21</sup> By their own language, these laws apply only to information regarding an individual’s “citizenship or immigration status.”

Section 1373 thus does not impose an affirmative mandate to share information—nor could it, for the reasons discussed below. Instead, this law simply provides that localities may not forbid or restrict their employees from sharing information regarding an individual’s “citizenship or immigration status.”<sup>22</sup> Nothing in Section 1373 restricts a locality from declining to share other information with ICE or CBP, such as non-public information about an individual’s release, her next court date, or her address.

In addition, Section 1373 places no affirmative obligation on local governments to *collect* information about an individual’s immigration status. Thus, local governments can adopt

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<sup>19</sup> H.R. Rep. No. 104-725, Subtitle B, § 6, at 383 (1996).

<sup>20</sup> 8 U.S.C. § 1373(a)-(b) (emphasis added).

<sup>21</sup> 8 U.S.C. § 1373(b) (emphasis added).

<sup>22</sup> It should be noted that the U.S. Department of Justice’s Office of the Inspector General, which monitors compliance with various federal grant programs, has interpreted Section 1373 to preclude not just express restrictions on information disclosure, but also “actions of local officials” that result in “restrictions on employees providing information to ICE.” *See* United States Department of Justice, Department of Justice Referral of Allegations of Potential Violations of 8 U.S.C. § 1373 by Grant Recipients (May 31, 2016), at 7 n.9 (available at <https://oig.justice.gov/reports/2016/1607.pdf>).

policies prohibiting their officers and employees from inquiring about a person's immigration status except where required by law.<sup>23</sup>

The Tenth Amendment may further limit Section 1373's reach. The Tenth Amendment's reservation of power to the states prohibits the federal government from "compel[ling] the States to enact or administer a federal regulatory program" or "commandeering" state government employees to participate in the administration of a federally enacted regulatory scheme.<sup>24</sup> As noted above, these Tenth Amendment protections extend to localities and their employees.

Although the United States Court of Appeals for the Second Circuit has rejected a facial Tenth Amendment challenge to Section 1373, that court has recognized that a city may be able to forbid voluntary information sharing where such information sharing interferes with the operations of state and local government.<sup>25</sup> As the Second Circuit has observed, "[t]he obtaining of pertinent information, which is essential to the performance of a wide variety of state and local governmental functions, may in some cases be difficult or impossible if some expectation of confidentiality is not preserved," and "[p]reserving confidentiality may in turn require that state and local governments regulate the use of such information by their employees."<sup>26</sup> Accordingly, the Tenth Amendment may be read to limit the reach of Section 1373 where a state or locality can show that the statute creates "an impermissible intrusion on state and local power to control information obtained in the course of official business or to regulate the duties and responsibilities of state and local governmental employees"—such as the impairment of the entity's ability to collect information necessary to its functioning—"if some expectation of confidentiality is not preserved."<sup>27</sup>

Some jurisdictions have adopted policies expressly restricting the disclosure of immigration-status information to any third parties, including federal authorities, on the grounds that confidentiality is necessary to gather this information and the information is crucial to various governmental functions. For these reasons, New York City, for example, prohibits its employees from "disclos[ing] confidential information"—including information relating to "immigration status"—except under certain circumstances (e.g., suspicion of illegal activity unrelated to

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<sup>23</sup> Under a New York City Executive Order, for example, officers and employees (other than law enforcement officers) are not permitted to inquire about a person's immigration status "unless: (1) Such person's immigration status is necessary for the determination of program, service or benefit eligibility or the provision of . . . services; or (2) Such officer or employee is required by law to inquire about such person's immigration status." N.Y.C. Exec. Order No. 41, § 3(a) (2003).

<sup>24</sup> *New York*, 505 U.S. at 188; *Printz*, 521 U.S. at 916.

<sup>25</sup> *City of New York*, 179 F.3d at 35-37.

<sup>26</sup> *Id.*

<sup>27</sup> *Id.* at 36, 37.

undocumented status or the investigation of potential terrorist activity), or if “such disclosure is required by law.”<sup>28</sup>

## (2) Freedom of Information Law

Disclosure of information held by the government is also governed by New York’s Freedom of Information Law (“FOIL”). While FOIL generally requires state agencies to make publicly available upon request all records not specifically exempt from disclosure by state or federal statute,<sup>29</sup> FOIL also mandates that an agency withhold such records where disclosure would “constitute an unwarranted invasion of personal privacy.”<sup>30</sup> Non-public information about an individual, such as home address, date and place of birth, or telephone number, would likely be exempt from disclosure on personal privacy grounds.<sup>31</sup>

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<sup>28</sup> N.Y.C. Exec. Order No. 41, Preamble, § 2 (2003).

<sup>29</sup> Public Officers Law § 87(2).

<sup>30</sup> *Id.* § 89(2)(b); *see also In re Massaro v. N.Y. State Thruway Auth.*, 111 A.D.3d 1001, 1003-04 (3d Dep’t 2013) (records containing employee names, addresses, and Social Security numbers subject to personal privacy exemption under FOIL).

<sup>31</sup> These examples are illustrative, not exhaustive.

### PART III: MODEL SANCTUARY PROVISIONS<sup>32</sup>

This Part describes eight core objectives and proposes model language that jurisdictions can use to enact local laws and/or policies to achieve these objectives.

**1. Objective: LEAs should not engage in certain activities solely for the purpose of enforcing federal immigration laws.**

**Model Language:**

- (a) [The LEA] shall not stop, question, interrogate, investigate, or arrest an individual based solely on any of the following:
  - (i) Actual or suspected immigration or citizenship status; or
  - (ii) A “civil immigration warrant,” administrative warrant, or an immigration detainer in the individual’s name, including those identified in the National Crime Information Center (NCIC) database.
- (b) [The LEA] shall not inquire about the immigration status of an individual, including a crime victim, a witness, or a person who calls or approaches the police seeking assistance, unless necessary to investigate criminal activity by that individual.
- (c) [The LEA] shall not perform the functions of a federal immigration officer or otherwise engage in the enforcement of federal immigration law--whether pursuant to Section 1357(g) of Title 8 of the United States Code or under any other law, regulation, or policy.

**2. Objective: Absent a judicial warrant, LEAs should honor ICE or CBP detainer requests only in limited, specified circumstances.**

**Model Language:**

[The LEA] may respond affirmatively to a “civil immigration detainer” from ICE or CBP to detain or transfer an individual for immigration enforcement or investigation purposes for up to 48 hours ONLY IF the request is accompanied by a judicial warrant,

- (i) EXCEPT THAT local police may detain a person for up to 48 hours on a “civil immigration detainer” in the absence of a judicial warrant IF

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<sup>32</sup> See Appendix A for definitions of key terms used in this Part.

See Appendix B for a compilation of states and localities with similar provisions.

- (1) there is probable cause to believe that the individual has illegally re-entered the country after a previous removal or return as defined by 8 U.S.C. § 1326 and (2) the individual has been convicted at any time of (i) a specifically enumerated set of serious crimes under the New York Penal Law (e.g., Class A felony, attempt of a Class A felony, Class B violent felony, etc.)<sup>33</sup> or (ii) a federal crime or crime under the law of another state that would constitute a predicate felony conviction, as defined under the New York Penal Law, for any of the preceding felonies; or
- there is probable cause to believe that the individual has or is engaged in terrorist activity.

**3. Objective: Absent a judicial warrant, LEAs should not honor ICE or CBP requests for certain non-public, sensitive information about an individual.**

**Model Language:**

- (a) [The LEA] may respond affirmatively to an ICE or CBP request for non-public information about an individual—including but not limited to non-public information about an individual’s release, home address, or work address—**ONLY** IF the request is accompanied by a judicial warrant,
- (i) EXCEPT THAT nothing in this law prohibits any local agency from:
- sending to or receiving from any local, state, or federal agency—as per 8 U.S.C. § 1373—(i) information regarding an individual’s country of citizenship or (ii) a statement of the individual’s immigration status; or
  - disclosing information about an individual’s criminal arrests or convictions, where disclosure of such information about the individual is otherwise permitted by state law or required pursuant to subpoena or court order; or
  - disclosing information about an individual’s juvenile arrests or delinquency or youthful offender adjudications, where disclosure of such information about the individual is otherwise permitted by state law or required pursuant to subpoena or court order.
- (b) [The LEA] shall limit the information collected from individuals concerning immigration or citizenship status to that necessary to perform agency duties and

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<sup>33</sup> See, e.g., N.Y.C. Admin. Code § 14-154(a)(6) for a list of designated felonies in New York City’s law.



shall prohibit the use or disclosure of such information in any manner that violates federal, state, or local law.

4. **Objective: LEAs should not provide ICE or CBP with access to individuals in their custody for questioning solely for immigration enforcement purposes.**

**Model Language:**

[The LEA] shall not provide ICE or CBP with access to an individual in their custody or the use of agency facilities to question or interview such individual if ICE or CBP's sole purpose is enforcement of federal immigration law.

5. **Objective: LEAs should protect the due process rights of persons as to whom federal immigration enforcement requests have been made, including providing those persons with appropriate notice.**

**Model Language:**

- (a) [The LEA] shall not delay bail and/or release from custody upon posting of bail solely because of (i) an individual's immigration or citizenship status, (ii) a civil immigration warrant, or (iii) an ICE or CBP request—for the purposes of immigration enforcement—for notification about, transfer of, detention of, or interview or interrogation of that individual.
- (b) Upon receipt of an ICE or CBP detainer, transfer, notification, interview or interrogation request, [the LEA] shall provide a copy of that request to the individual named therein and inform the individual whether [the LEA] will comply with the request before communicating its response to the requesting agency.
- (c) Individuals in the custody of [the LEA] shall be subject to the same booking, processing, release, and transfer procedures, policies, and practices of that agency, regardless of actual or suspected citizenship or immigration status.

6. **Objective: Local agency resources should not be used to create a federal registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.**

**Model Language:**

[Local agency] may not use agency or department monies, facilities, property, equipment, or personnel to investigate, enforce, or assist in the investigation or enforcement of any federal program requiring registration of individuals on the basis of race, gender, sexual orientation, religion, ethnicity, or national origin.

7. **Objective: Local agencies should limit collection of immigration-related information and ensure nondiscriminatory access to benefits and services.**

**Model Language:**

- (a) [Local agency] personnel shall not inquire about or request proof of immigration status or citizenship when providing services or benefits, except where the receipt of such services or benefits are contingent upon one's immigration or citizenship status or where inquiries are otherwise lawfully required by federal, state, or local laws.
- (b) [Local agencies] shall have a formal Language Assistance Policy for individuals with Limited English Proficiency and provide interpretation or translation services consistent with that policy.<sup>34</sup>

8. **Objective: LEAs should collect and report aggregate data containing no personal identifiers regarding their receipt of, and response to, ICE and CBP requests, for the sole purpose of monitoring the LEAs' compliance with all applicable laws.**

**Model Language:**

- (a) [The LEA] shall record, solely to create the reports described in subsection (b) below, the following for each immigration detainer, notification, transfer, interview, or interrogation request received from ICE or CBP:
- The subject individual's race, gender, and place of birth;
  - Date and time that the subject individual was taken into LEA custody, the location where the individual was held, and the arrest charges;
  - Date and time of [the LEA's] receipt of the request;
  - The requesting agency;
  - Immigration or criminal history indicated on the request form, if any;
  - Whether the request was accompanied any documentation regarding immigration status or proceedings, e.g., a judicial warrant;
  - Whether a copy of the request was provided to the individual and, if yes, the date and time of notification;
  - Whether the individual consented to the request;
  - Whether the individual requested to confer with counsel regarding the request;

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<sup>34</sup> Under Title VI of the Civil Rights Act of 1964, any agency that is a direct or indirect recipient of federal funds must ensure meaningful or equal access to its services or benefits, regardless of ability to speak English. See 42 U.S.C. § 2000d *et seq.*; *Lau v. Nichols*, 414 U.S. 563 (1974).

- [The LEA's] response to the request, including a decision not to fulfill the request;
  - If applicable, the date and time that ICE or CBP took custody of, or was otherwise given access to, the individual; and
  - The date and time of the individual's release from [the LEA's] custody.
- (b) [The LEA] shall provide semi-annual reports to the [designate one or more public oversight entity] regarding the information collected in subsection (a) above in an aggregated form that is stripped of all personal identifiers in order that [the LEA] and the community may monitor [the LEA's] compliance with all applicable law.

## APPENDIX A DEFINITION OF KEY TERMS

- “Civil immigration detainer” (also called a “civil immigration warrant”) means a detainer issued pursuant to 8 C.F.R. § 287.7 or any similar request from ICE or CPB for detention of a person suspected of violating civil immigration law. See DHS Form I-247D (“Immigration Detainer—Request for Voluntary Action”) (5/15), available at <https://www.ice.gov/sites/default/files/documents/Document/2016/I-247D.PDF>.
- “Judicial warrant” means a warrant based on probable cause and issued by an Article III federal judge or a federal magistrate judge that authorizes federal immigration authorities to take into custody the person who is the subject of the warrant. A judicial warrant does not include a civil immigration warrant, administrative warrant, or other document signed only by ICE or CBP officials.
- “Probable cause” means more than mere suspicion or that something is at least more probable than not. “Probable cause” and “reasonable cause,” as that latter term is used in the New York State criminal procedure code, are equivalent standards.<sup>35</sup>
- “Local law enforcement agencies” or “LEAs” include, among others, local police personnel, sheriffs’ department personnel, local corrections and probation personnel, school safety or resource officers, and school police officers.

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<sup>35</sup> *People v. Valentine*, 17 N.Y.2d 128, 132 (1966).

**APPENDIX B**  
**COMPILATION OF SIMILAR PROVISIONS FROM OTHER STATES AND LOCALITIES**

**1. Objective: LEAs should not engage in certain activities that are solely for the purpose of enforcing federal immigration laws.**

N.Y.C. Exec. Order 41 (2003): “Law enforcement officers shall not inquire about a person’s immigration status unless investigating illegal activity other than mere status as an undocumented alien.”

N.Y.C. Exec. Order 41 (2003): It is the “policy of the Police Department not to inquire about the immigration status of crime victims, witnesses or others who call or approach the police seeking assistance.”

Illinois Executive Order 2 (2015): “No law enforcement official . . . shall stop, arrest, search, detain, or continue to detain a person solely based on an individual’s citizenship or immigration status or on an administrative immigration warrant entered into [NCIC or similar databases].”

Oregon State Law § 181A.820 (2015): “No [state or local] law enforcement agency shall use agency moneys, equipment or personnel for the purpose of detecting or apprehending persons whose only violation of law is that they are persons of foreign citizenship present in the United States in violation of federal immigration laws,” subject to certain exceptions including where a person is charged with criminal violation of federal immigration laws.

LAPD Special Order 40 (1979): “Officers shall not initiate police action with the objective of discovering the alien status of a person. Officers shall not arrest or book persons for violation of Title 8, Section 1325 of the United States Immigration Code (Illegal Entry).”

Washington D.C. Mayor’s Order 2011-174: Public safety agencies “shall not inquire about a person’s immigration status . . . for the purpose of initiating civil enforcement of immigration proceedings that have no nexus to a criminal investigation.”

Washington D.C. Mayor’s Order 2011-174: “It shall be the policy of Public Safety Agencies not to inquire about the immigration status of crime victims, witnesses, or others who call or approach the police seeking assistance.”

**2. Objective: Absent a judicial warrant, LEAs should honor ICE or CBP detainer requests only in limited, specified circumstances.**

Philadelphia, PA Executive Order No. 5-2016: “No person in the custody of the City who would otherwise be released from custody shall be detained pursuant to an ICE civil

immigration detainer request pursuant to 8 C.F.R. Sec. 287.7 . . . unless [a] such person is being released from conviction for a first or second degree felony involving violence and [b] the detainer is supported by a judicial warrant.”

**3. Objective: Absent a judicial warrant, LEAs should not honor ICE or CBP requests for certain non-public, sensitive information about an individual.**

Illinois Executive Order 2 (2015): LEAs may not “communicat[e] an individual’s release information or contact information” “solely on the basis of an immigration detainer or administrative immigration warrant.”

Philadelphia, PA Executive Order No. 5-2016: Notice of an individual’s “pending release” shall not be provided “unless [a] such person is being released from conviction for a first or second degree felony involving violence and [b] the detainer is supported by a judicial warrant.”

California Values Act, SB No. 54 (Proposed) (2016):

An LEA may not (a) “[r]espond[] to requests for nonpublicly available personal information about an individual,” including, but not limited to, information about the person’s release date, home address, or work address for immigration enforcement purposes,” or (b) “make agency or department databases available to anyone . . . for the purpose of immigration enforcement or investigation or enforcement of any federal program requiring registration of individuals on the basis of race, gender, sexual orientation, religion, immigration status, or national or ethnic origin.”

An LEA may (a) share information “regarding an individual’s citizenship or immigration status” and (b) respond to requests for “previous criminal arrests and convictions” as permitted under state law or when responding to a “lawful subpoena.”

**4. Objective: LEAs should not provide ICE or CBP with access to individuals in their custody for questioning for solely immigration enforcement purposes.**

Vermont Criminal Justice Training Council Policy: “Unless ICE or Customs and Border Patrol (CBP) agents have a criminal warrant, or [Agency members] have a legitimate law enforcement purpose exclusive to the enforcement of immigration laws, ICE or CBP agents shall not be given access to individuals in [Agency’s] custody.”

Santa Clara, CA Board of Supervisor Resolution No. 2011-504 (2011): ICE “shall not be given access to individuals or be allowed to use County facilities” for investigative interviews or other purposes unless ICE has a judicial warrant or officials have a “legitimate law enforcement purpose” not related to immigration enforcement.

California Values Act, SB No. 54 (Proposed) (2016): LEAs may not “[g]iv[e] federal immigration authorities access to interview individuals in agency or department custody for immigration enforcement purposes.”

5. **Objective: LEAs should protect the due process rights of persons as to whom federal immigration enforcement requests have been made, including providing those persons with appropriate notice.**

Connecticut Department of Correction, Administrative Directive 9.3 (2013): “If a determination has been made to detain the inmate, a copy of Immigration Detainer – Notice of Action DHS Form I-247, and the Notice of ICE Detainer form CN9309 shall be delivered to the inmate.”

6. **Objective: Local agency resources should not be used to create a federal registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.**

California Values Act, SB No. 54 (Proposed) (2016): State and local law enforcement shall not “[u]se agency or department moneys, facilities, property, equipment, or personnel to investigate, enforce, or assist in the investigation or enforcement of any federal program requiring registration of individuals on the basis of race, gender, sexual orientation, religion, or national or ethnic origin.”

7. **Objective: Local agencies should limit collection of immigration-related information and ensure nondiscriminatory access to benefits and services.**

N.Y.C. Exec. Order 41 (2003): “Any service provided by a City agency shall be made available to all aliens who are otherwise eligible for such service to aliens. Every City agency shall encourage aliens to make use of those services provided by such agency for which aliens are not denied eligibility by law.”

N.Y.C. Exec. Order 41 (2003): “A City officer or employee, other than law enforcement officers, shall not inquire about a person’s immigration status unless: (1) Such person’s immigration status is necessary for the determination of program, service or benefit eligibility or the provision of City services; or (2) Such officer or employee is required by law to inquire about such person’s immigration status.”

8. **Objective: LEAs should collect and report aggregate data containing no personal identifiers regarding their receipt of, and response to, ICE and CBP requests, for the sole purpose of monitoring the LEAs’ compliance with all applicable laws.**

N.Y.C. Local Law Nos. 58-2014 and 59-2014 (N.Y.C. Admin Code § 9-131 and § 14-154) (2014): By October 15 each year, NYPD and NYC DOC “shall post a report on the department’s website” that includes, among other things, the number of detainer

requests received, the number of persons held or transferred pursuant to those requests, and the number of requests not honored.

King County (Seattle), WA, Ordinance 17706 (2013): The detention department “shall prepare and transmit to the [county] council a quarterly report showing the number of detainees received and descriptive data,” including the types of offenses of individuals being held, the date for release from custody, and the length of stay before the detainee was executed.



RESOLUTION NO.: 72 - 2017

OF

MARCH 13, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
ADOPTING THE HUDSON RIVER WATERFRONT ALLIANCE PLEDGE  
IN CONNECTION WITH ITS OPPOSITION TO THE  
ESTABLISHMENT OF ANCHORAGE GROUNDS IN THE HUDSON RIVER  
BY THE UNITED STATES COAST GUARD**

**WHEREAS**, in June 2016, the U.S. Coast Guard announced that it was soliciting comments and concerns from the public on a proposal to establish a large number of anchorage grounds for commercial vessels in the Hudson River that commercial tankers would use as rest stops; and

**WHEREAS**, by Resolution No. 244-2016 of September 12, 2016, the City Council of the City of Newburgh announced its firm and unequivocal opposition to the proposed anchorages; urged the U.S. Coast Guard to conduct public meetings; and demanded further and additional information concerning the multitude of impacts the proposal would have on the City's environment, residents and economy; and

**WHEREAS**, the Hudson River Waterfront Alliance (HRWA) is a coalition of 22 municipalities in Westchester County galvanizing their efforts collectively to prevent this incautious proposal from advancing by partnering with organizations like Riverkeeper and Scenic Hudson to raise awareness and increase community participation in this issue through the *Ban the Barges* campaign, engaging in media and social media outreach, petitions, lobbying efforts and local government action and by actively seeking to expand its membership north to local municipalities throughout the Hudson River Valley; and

**WHEREAS**, the City of Newburgh continues to be concerned about the health, safety environmental and economic problems for Hudson River communities resulting from this proposal and finds supporting the HRWA is in the best interests of the City of Newburgh;

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Newburgh hereby adopts the Hudson River Waterfront Alliance pledge, annexed hereto and made part hereof, to join in the collaborated efforts to examine the impacts of proposed anchorage sites, provide information to residents and stakeholders and to protect and preserve the interests of the Hudson River communities; and

**BE IT FURTHER RESOLVED**, that the City Clerk of the City of Newburgh, New York forward copies of this resolution to U.S. Senators Charles Schumer and Kirsten Gillibrand and U.S. Representative Sean Patrick Maloney, Governor Andrew Cuomo, Assembly Member Frank Skartados, N.Y. Senator William Larkin, N.Y. State DEC Commissioner Basil Seggos, U.S. Coast Guard Waterways Management Branch Craig Lapiedjko, and Susan Gerry, Deputy Mayor, City of Yonkers.



## PLEDGE

The Hudson River is a federally designated American Heritage River for which special consideration must be given to the effects of actions taken on, around or within the River on the natural, historic, economic, and cultural needs of the surrounding communities. Extraordinary local, state and federal resources have been dedicated to the revitalization of the Hudson River over the last several decades. Likewise, the communities along the shores of the Hudson River have engaged in very successful, decades-long campaigns to reverse the impacts of industrialization and to return the Hudson River shoreline to the people.

The Coast Guard's proposed extension of Hudson River anchorage sites will reverse the pattern of restoring economic and environmental prosperity of the River and its surrounding communities.

In recognition of our mutual concern for the economic vitality, environmental health, and public safety of the Hudson River and its surrounding communities, we stand united as the Hudson River Waterfront Alliance (HRWA). The HRWA commits to collaborative examination of the local and regional impacts of the proposed anchorage sites; to providing information regarding the proposal to residents and stakeholders; and to utilizing its collective resources to protect and preserve the interests of the Hudson River communities we serve.



NAME \_\_\_\_\_

MUNICIPALITY \_\_\_\_\_



## PLEDGE

The Hudson River is a federally designated American Heritage River for which special consideration must be given to the effects of actions taken on, around or within the River on the natural, historic, economic, and cultural needs of the surrounding communities. Extraordinary local, state and federal resources have been dedicated to the revitalization of the Hudson River over the last several decades. Likewise, the communities along the shores of the Hudson River have engaged in very successful, decades-long campaigns to reverse the impacts of industrialization and to return the Hudson River shoreline to the people.

The Coast Guard's proposed extension of Hudson River anchorage sites will reverse the pattern of restoring economic and environmental prosperity of the River and its surrounding communities.

In recognition of our mutual concern for the economic vitality, environmental health, and public safety of the Hudson River and its surrounding communities, we stand united as the Hudson River Waterfront Alliance (HRWA). The HRWA commits to collaborative examination of the local and regional impacts of the proposed anchorage sites; to providing information regarding the proposal to residents and stakeholders; and to utilizing its collective resources to protect and preserve the interests of the Hudson River communities we serve.



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NAME

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MUNICIPALITY

RESOLUTION NO. \_\_\_\_\_73\_\_\_\_\_ - 2017

OF

MARCH 13, 2017

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF  
CONSTITUTIONAL PROPERTY RIGHTS ADVOCATES  
AGAINST THE CITY OF NEWBURGH  
IN THE AMOUNT OF \$22,500.00**

**WHEREAS**, Constitutional Property Rights Advocates brought a claim against the City of Newburgh; and

**WHEREAS**, the parties reached an agreement for the payment of the settlement of the claim in the amount of Twenty-Two Thousand Five Hundred and 00/100 (\$22,500.00) Dollars in exchange for a release to resolve all claims among them; and

**WHEREAS**, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City's attorney is hereby authorized to settle the claim of Constitutional Property Rights Advocates in the total amount of Twenty-Two Thousand Five Hundred and 00/100 (\$22,500.00) Dollars, and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 74 - 2017

OF

MARCH 13, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE ON BEHALF OF THE CITY OF NEWBURGH  
A THIRD AMENDMENT TO THE LAND DEVELOPMENT AGREEMENT WITH  
MILL STREET PARTNERS, LLC FOR THE REDEVELOPMENT OF CITY OWNED  
PROPERTIES KNOWN AS THE MID-BROADWAY SITE**

**WHEREAS**, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the "Mid-Broadway Site"); and

**WHEREAS**, the City has issued a Request For Qualifications (RFQ) for the development of the Mid-Broadway Site and received six (6) responses from developers interested in pursuing a development project on the Mid-Broadway site; and

**WHEREAS**, the City Council reviewed the responses to the RFQ and has determined that Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. is the preferred team to develop the Mid-Broadway site; and

**WHEREAS**, by Resolution No. 78-2012 of May 29, 2012, the City Council authorized to the City Manager to negotiate on behalf of the City of Newburgh a Development and Land Disposition Agreement with Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. for the redevelopment of the Mid-Broadway site; and

**WHEREAS**, by Resolution No. 194-2012 of October 22, 2012, the City Council of the City of Newburgh, New York authorized the City Manager to execute a Development and Land Disposition Agreement with Mill Street Partners, LLC (the "Development Agreement") for the redevelopment of the Mid-Broadway site; and

**WHEREAS**, by Resolution No. 257-2013 of December 9, 2013, the City Council of the City of Newburgh authorized the Interim City Manager to execute a First Amendment to the Development Agreement with Mill Street Partners, LLC for the redevelopment of the Mid-Broadway site; and

WHEREAS, by Resolution No. 282-2015 of October 26, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a Second Amendment to the Development Agreement with Mill Street Partners, LLC for the redevelopment of the Mid-Broadway site; and

WHEREAS, the Development and Land Disposition Agreement require the parties to use good faith efforts to negotiate such amendments to the Agreement as may be necessary or appropriate; and

WHEREAS, the parties have agreed that a third amendment to the Development Agreement is necessary and appropriate; and

WHEREAS, this Council has reviewed the Third Amendment to the Development and Land Disposition Agreement with Mill Street Partners, LLC, attached hereto and made part hereof, and finds that entering into such amendment is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the Third Amendment to the Development and Land Disposition Agreement with Mill Street Partners, LLC in substantially the same form as annexed hereto with other provisions as Counsel for the City may require, for the redevelopment of the Mid-Broadway site.

**THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT  
FOR THE MID BROADWAY REDEVELOPMENT PROJECT**

**THIS THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MID BROADWAY REDEVELOPMENT PROJECT** ("Third Amendment") is entered into between **THE CITY OF NEWBURGH** (the "City"), a municipal corporation organized and existing under the laws of the State of New York, having its office at 83 Broadway, Newburgh, New York 12550, and **MILL STREET PARTNERS, LLC**, a New York limited liability company with a business address at 42 West 39<sup>th</sup> Street, 15<sup>th</sup> Floor, New York, New York 10018 (the "Developer").

WHEREAS, the City and Developer are parties to that certain Development Agreement for the Mid Broadway Redevelopment Project, dated October 23, 2012 (the "Development Agreement"); and

WHEREAS, the City and Developer entered into a First Amendment to the Development Agreement, dated December 10, 2013 ("First Amendment"), after the City found that entering into the First Amendment was in its best interests; and

WHEREAS, the First Amendment (i) established the Purchase Price for the City-owned parcels at four hundred thirty-seven thousand dollars (\$437,000.00), and (ii) extended the term of the Development Agreement until May 1, 2015; and

WHEREAS, the City and Developer entered into a Second Amendment to the Development Agreement, effective March 30, 2016 ("Second Amendment"), after the City found that entering into the Second Amendment was in its best interests; and

WHEREAS, the Second Amendment, *inter alia*, extended the term of the Development Agreement for an additional year; and

WHEREAS, Section 1.02(B) of the Development Agreement states that "the parties shall use good faith efforts to negotiate such amendment(s) to th[e] Agreement as may be necessary or appropriate," and the Parties have acted and negotiated in good faith; and

WHEREAS, Section 2.02 of the Development Agreement provides that "[t]he Developer shall diligently and in good faith pursue such actions as may be reasonably necessary or appropriate to obtain all [permits and approvals] necessary to obtain, establish or construct the Development;" and

WHEREAS, Section 2.02 of the Development Agreement further provides that "[t]he City will provide reasonable assistance in obtaining [all necessary permits and approvals], if and to the extent requested by the Developer;" and

WHEREAS, Section 6.02 of the Development Agreement provides that if "Developer is delayed in achieving any Developer Milestone due to unforeseeable causes beyond the control of the Developer, then the applicable Developer Milestone shall be extended for a

period of time corresponding to the period of delay, with a reasonable adjustment as to any other applicable milestone affected by the delay;" and

WHEREAS, obtaining all permits and approvals necessary to obtain, establish or construct the Development is a prerequisite for the Developer to secure Public Funding; and

WHEREAS, securing Public Funding is a Developer Milestone under the Development Agreement; and

WHEREAS, the Developer has diligently pursued in good faith all permits and approvals from the City necessary to obtain, establish or construct the Development, but obtaining said permits and approvals has taken longer than anticipated due to circumstances beyond the Developer's control, thereby preventing the Developer from securing Public Funding; and

WHEREAS, there remain several actions the Developer and the City must undertake in order to comply with their respective obligations under the Development Agreement so that the Developer can satisfy all prerequisites necessary to secure Public Funding; and

WHEREAS, the Parties have agreed to amend the Development Agreement to extend its Term by one (1) year in order to provide the Parties with sufficient time to undertake steps necessary for the Developer to be able to secure Public Funding; and

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

1. Article I shall be amended by deleting the first sentence in Section 1.01A (as set forth in the Second Amendment), and replacing it with the following:

The Development Agreement Term is hereby extended pursuant to the payment terms set forth in Section 3.01A below. Such extension shall last for a term of twelve (12) months from the date of execution of this Third Amendment, and shall expire on that date if the Developer has not secured Public Funding sufficient to begin construction of the Development. Any provisions of this Agreement that are expressly identified to survive a termination of this Agreement shall survive such termination. The Parties acknowledge that this extension is intended to be the last extension of this Development Agreement, provided that, both Parties continue to cooperate with each other in good faith, and continue to undertake expeditiously all obligations under the Development Agreement in order to ensure that within the twelve (12) extension month period hereunder the Developer secures Public Funding sufficient to begin construction of the Development.

2. Article II shall be amended by deleting the last two (2) sentences in Section 3.01 (as modified by the Second Amendment), and adding a new Section 3.01A to read as follows:



In exchange for the Parties' agreement to extend the Development Agreement Term as set forth in Section 1.01A above, Developer shall pay the City twenty-five thousand dollars (\$25,000.00) within ten (10) days of the date of the execution of this Third Amendment. In the event that the Developer does not secure Public Funding sufficient to begin construction of the Development within six (6) months of the date of the execution of this Third Amendment, Developer shall pay the City an additional twenty-five thousand dollars (\$25,000.00).

3. All pertinent City Staff and Officials are directed to execute this document within seven (7) business days of the City Council adopting a Resolution approving this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on \_\_\_\_\_, 2017.

**CITY OF NEWBURGH**

By: \_\_\_\_\_  
Name:  
Title:  
Per Resolution No.:

\_\_\_\_\_  
Date

**MILL STREET PARTNERS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Kathryn Mack  
Comptroller

\_\_\_\_\_  
Michelle Kelson, Esq.  
Corporation Counsel

ORDINANCE NO.: 5 - 2017

OF

MARCH 13, 2017

**AN ORDINANCE CREATING CHAPTER 168 ENTITLED "FILMING"  
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

**BE IT ORDAINED** by the City Council of the City of Newburgh that the Code of Ordinances is hereby amended to add new Chapter 168 entitled "Filming" to read as follows:

**Section 1. Chapter 168: "FILMING"**

**Section 168-1. Purpose.**

It is the purpose and intent of the City of Newburgh to encourage the motion picture and television industries to utilize the scenic beauty and variety of backdrops afforded in the City of Newburgh as locations for filming and/or video taping for commercial production. It is the purpose and intent of this Chapter to provide the means by which such activities may be reasonably regulated to preserve the public health and safety and provide for the protection of property, to not unduly restrict such activities, and to maintain harmonious relations between the community and those engaged in such activities.

**Section 168-2. Definitions.**

**CHARITABLE FILMS** - means commercials, motion pictures, television, OR videotapes produced by a nonprofit organization, which qualifies under Section 501 (c) (3) of the Internal Revenue Code as charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, or tapes.

**CITY PRODUCED GOVERNMENT ACCESS FILMS** - means motion pictures or programs produced by or in association with the City of Newburgh. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films or tapes.

**CONCERT FILMING** - means the filming a concert event for Not-for-Profit or religious entity but shall not include activities occurring for businesses, corporations and for-profit entities that will be distributed, sold and/or broadcast for commercial purposes.

FILM or FILMING or FILMING ACTIVITY – means all activity in preparation of, and attendant to, staging, making, striking, filming or video recording commercial motion pictures, television shows, programs and commercials, including magazines or documentary programs.

FILM OFFICE – means the City Manager's designee responsible for routing and processing film permits.

NEWS MEDIA – means the photographing, filming or videotaping for the purpose of spontaneous, unplanned television news broadcast or reporting for print media by reporters, photographers or camera operators.

STUDENT FILMS – means motion pictures, television programs or commercials produced to satisfy a course or curriculum requirement at an educational institution. The student filmmaker must supply proof that he/she is currently enrolled.

STUDIO – means a fixed place of business where filming activities are regularly conducted upon the premises.

### **Section 168-3. Permit required; Exemptions.**

A. Film Permit required: No person shall, for commercial purposes, use any kind of public property, facility or residence herein or portion thereof owned and/or controlled by the City of Newburgh to cause, direct or conduct filming activities as defined without first applying for and obtaining a film permit from the City Manager or his/her designee.

#### **B. Exemptions:**

1. The following activities shall not require an application or film permit under the provisions of this Chapter:
  - a. News Media: Reporters, photographers or camera operators in the employ of a newspaper, news service, or similar entity engaged in on-the-spot print media, publishing or broadcasting, of news events concerning those persons, scenes or occurrences which are in the news and of general public interest.
  - b. Family or personal use video: The filming or videotaping of motion pictures solely for private-family use.
  - c. Photographers engaged in still photography.
  - d. City Produced Government Access Films.
2. A film permit application as required by this Chapter shall be completed and submitted without a fee for the following activities:
  - a. Charitable Films: Projects that qualify under Section 501 (c) (3) of the Internal Revenue Code.
  - b. Student Films.
  - c. Concert film by a Not-for-Profit or religious entity.

#### Section 168-4. Application requirements.

The Application for such Film Permit shall be made upon forms prescribed therefor by City and require, at minimum, the following information:

1. The name, address, telephone number and e-mail address of the applicant.
2. The name, address and telephone number of the production company and the name, address and telephone number of the production company owner.
3. The name, address, telephone number and e-mail address of the person(s) in charge of the film production as the contact person.
4. The street address(es) of the location(s) at which filming will take place.
5. The dates and hours during which filming activity will occur.
6. An estimated number of persons, including cast and crew, to be involved.
7. List of equipment and generator, if any.
8. Number and type of vehicles.
  - a. Identify historic or period vehicles or equipment that will be used in the production.
9. List of any animals, pyrotechnics, hazardous chemicals, demolition of buildings or structures and/or use of residential vehicles proposed to be used and a safety plan to be used by the applicant in the event such items are used during the production.
10. Plan to minimize disruption of traffic and parking.
11. Requests for City services and equipment including but not limited to signs, barricades.
12. Insurance:
  - a. Certificate of liability insurance covering the event to be held and naming the City of Newburgh as an additional insured with limits of liability of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate for bodily injury and \$50,000 for each occurrence and \$100,000 aggregate for property damage. All such policies must be written in the broadest form available by a company authorized to do business in New York State and of recognized financial standing which has been fully informed about the proposed event.
  - b. Worker's Compensation Insurance: An applicant shall conform to all applicable Federal and State requirements for Worker's Compensation Insurance for all persons operating under a film permit.

c. Hold Harmless Agreement: Applicants shall execute a hold harmless agreement as provided by the City prior to the issuance of a film permit under this ordinance wherein the applicant shall defend, hold harmless and indemnify the city of Newburgh against any and all claims, proceedings or action brought in connection with or as a result of the filming and/or recording activities.

#### **Section 168-5. Filing of application and issuance of permit.**

A. The application for a film permit shall be filed with the office of the City Manager in completed form together with all applicable fees no less than fourteen (14) days prior to the commencement of such filming activities.

B. The issuing authority shall be the City Manager or his/her designee. The City Manager may deny a permit in his or her sole and absolute discretion.

C. Any change in the applicant's/permittee's planned activities as set forth in the film permit applications shall be submitted to the City Manager or his/her designee at least 24 hours in advance of the change and approved or denied in the same manner as the original film permit application.

#### **Section 168-6. Fees.**

The fees for each filming permit shall be as set forth in Chapter 163, Fees, of this Code and shall include a non-refundable application fee, a fee for each permit issued, and a refundable security deposit all of which shall be paid to the City Manager or his/her designee. No film permit shall be issued to an applicant who owes the City money on a prior permit.

#### **Section 168-7. Additional restrictions.**

A. The applicant/permittee shall in the credits of the motion picture or television program, acknowledge the production was filmed in the City of Newburgh.

B. All filming activities, including set up and takedown activities, shall take place in the hours specified in the film permit.

C. Filming and/or recording activities as permitted under a film permit shall comply with all the requirements and standards of Chapter 212, Noise, of this Code of Ordinances.

D. The permittee shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the cleanup of trash and debris. The area used shall be cleaned of trash and debris upon completion of shooting at the scene and restored to the original condition before leaving the site.

E. The permittee is required to obtain the property owner's permission, consent and/or lease for use of property not owned or controlled by the City. No film permit may be issued for filming on a

property with open Zoning Code, Building Code, Property Maintenance and/or Fire Code violations.

F. Filming and/or recording under a film permit shall comply with all requirements of the New York State Vehicle and Traffic Law and Chapter 288, Vehicles and Traffic, of this Code of Ordinances, except as follows:

1. The applicant/permittee shall obtain permission of the City Manager to park equipment, trucks, and/or cars in no parking, no standing and no stopping zones and will provide the signage detailing the date(s) and time(s) of the filming and parking restriction and these signs shall be posted by the applicant/permittee at least 24 hours prior to parking vehicles or equipment.
2. The applicant/permittee shall obtain the permission of the City Manager to string cable across sidewalks, or from generator to service point. Such cable or electrical lines shall be marked, taped and/or secured to avoid creating a hazardous condition.
3. The applicant/permittee shall furnish and install advance warning signs and any other traffic control devices required in order to take all appropriate safety precautions.
4. Traffic may be restricted to one 12-foot lane of traffic and/or stopped intermittently. The period of time that traffic may be restricted will be determined by the City, based on location.
5. Traffic shall not be detoured across a double line without prior approval of the City of Newburgh.
4. Unless authorized by the City, the camera cars must be driven in the direction of traffic and must observe all traffic laws.

G. Any emergency roadwork or construction by City crews and/or private contractors, under permit or contract to the appropriate department, shall have priority over filming activities.

H. A permittee under a film permit shall be required to personally deliver or to mail a copy of the film permit or a letter of intent to film to all owners of real property located within 100 feet of the property line of the filming and/or recording site as shown on the latest assessment roll of the City Assessor and to all owners of real property located on the same street as the filming and/or recording site who are located within 300 feet of a property line of such site at least two days for personal delivery or four postmarked delivery days for mailing prior to the first day of filming and/or recording. The City Manager may require notice to additional owners of real property in the vicinity if conditions of the filming and/or recording so require.

#### **Section 168-8. Authority to promulgate regulations; waiver of provisions.**

A. The City Manager may promulgate additional regulations in furtherance of the findings and purpose of this Chapter.

B. The City Manager may grant a waiver of a part or parts of this Chapter, and/or other City ordinances if the City Manager is so authorized therein, for a particular filming and/or recording event on the City Manager's written finding that such waiver would be in the public interest of the surrounding neighborhood and/or City as a whole.

#### **Section 168-9. Permit revocation, suspension, appeal.**

A. Permit Revocation. A film permit may be revoked by the City Manager if the permittee, or any agent, employee, or contractor of the permittee fails to comply with the requirements set forth in this Chapter, or in the film permit, or if it is determined that the film permit application was false in any material detail.

1. Notice of the grounds for revocation of the film permit shall be provided in writing to the permit applicant or person in charge at the location of the filming activity.

2. Appeals of the film permit revocation shall be conducted in the manner specified in this Chapter.

B. Permit Suspension. The City police department and/or fire department officers assigned to supervise the filming activity site may suspend the film permit if at any time the filming activity poses an immediate hazard to persons or property and the location manager will not, or cannot, prevent the hazard after being instructed to do so by the officer. The grounds for the film permit suspension shall be provided in writing by the City film office to the permittee within two working days of the suspension.

C. Appeals. The film permit applicant or permittee may appeal a denial of a film permit, or a revocation, suspension, or permit condition. Such appeal shall be filed with the City Manager or his/her designee not later than five working days after the date written notice of the decision is made. Failure to timely file an appeal shall result in a waiver to the right to appeal. The appeal shall be reviewed by the City Manager or his/her designee. The decision of the City Manager or his/her designee shall be rendered in five working days and shall be final and is subject to judicial review pursuant to Article 78 of the New York Civil Practice Law and Rules.

#### **Section 168-10. Penalties for offenses.**

A. Each and every violation of this Chapter shall be punishable by a fine of not less than \$250.00 and/or imprisonment not exceeding 15 days for each and every day a violation of this Chapter is found to exist.

B. The imposition of such fine and/or imprisonment shall not be the City's exclusive remedy in the event of a violation and the City shall have the right to pursue any and all other legal and equitable remedies available to it in connection with any violation of this Chapter.

#### **Section 168-11. Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining

portions of this Chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

**Section 2.** This ordinance shall take effect immediately.





**Office of the Film Commission  
City of Newburgh**

*83 Broadway  
Newburgh, NY 12550*

Dear Applicant:

Attached is an application for filming in the City of Newburgh and. Please complete the application and attached Schedule A and return the completed application to the City of Newburgh City Manager's office along with the certificate of insurance evidencing liability and property insurance in the amount of one million (\$1,000,000) in general liability with the City of Newburgh named as an additional insured, and two hundred fifty thousand (\$250,000) property damage.

Prior to the issuance of a film permit, the application must be reviewed by ~~the Permits team~~ City staff consisting ~~made up~~ of the Fire Department, Code Compliance Bureaus, Police Department, Department of Public Works, Recreation Department-, Corporatione Counseil and the City manager ~~for consideration~~.

The completed application must be returned to the City of Newburgh City Manager's office at least one week prior to the scheduled film dates. The City will review ~~it~~ the application and contact the appropriate City officials to verify safety procedures.

Upon issuance of the film permit by the Film Commission there will be a \$50 fee due and payable to the City of Newburgh.

Film Commissioner

Attachments



**Office of the Film Commission  
City of Newburgh**

*83 Broadway  
Newburgh, NY 12550*

**Application for Film Permit**

**Official Permit No:** \_\_\_\_\_

This permit is issued to the applicant to film or televise on the streets or property subject to the jurisdiction of the City of Newburgh at the times and locations designated below. The permit must be in possession of the applicant at all times while on location.

**NOT VALID UNLESS APPROVED BY THE FILM COMMISSION**

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Production Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Locations (If more than 2, use Schedule A): \_\_\_\_\_

\_\_\_\_\_

Dates of Filming: \_\_\_\_\_ Approximate Time: \_\_\_\_\_

Scene to be filmed must be described accurately: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Animals, firearms, special effects or unusual scenes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Office of the Film Commission  
City of Newburgh**

83 Broadway  
Newburgh, NY 12550

**Application for Film Permit**

List of Production Equipment: \_\_\_\_\_

\_\_\_\_\_

No. of cast and crew: \_\_\_\_\_

No of trucks and plate #'s: \_\_\_\_\_

No of autos and plate #'s: \_\_\_\_\_

Other vehicles and plate #'s: \_\_\_\_\_

Feature Film: \_\_\_\_\_ TV Movie: \_\_\_\_\_

TV Series: \_\_\_\_\_

Other(Give title, producer, director, and identify celebrities): \_\_\_\_\_

\_\_\_\_\_

Publicist: \_\_\_\_\_ Tel No.: \_\_\_\_\_

If TV Commercial, name product: \_\_\_\_\_

Public liability Insurance Co, Policy #, and agent name: \_\_\_\_\_

\_\_\_\_\_

Amount of Coverage: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

*This application agrees to indemnify the City of Newburgh and to be solely and absolutely liable upon any and all claims, suits, and judgments against the City and/or occurring during the activities of the applicant, its employees, or otherwise. The applicant further agrees to comply with all pertinent provisions of New York laws, rules, and regulations. This permit may be revoked at any time.*

***Vehicles listed above are permitted to park in any legal available parking spaces in the immediate vicinity of the above listed film locations except fire hydrants.***

Signed: X \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

---

FOR OFFICIAL USE ONLY—DO NOT WRITE BELOW THIS LINE

Film Permit is: APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ Date: \_\_\_\_\_

Fire: \_\_\_\_\_ Codes: \_\_\_\_\_ Police: \_\_\_\_\_

DPW: \_\_\_\_\_ Recreation: \_\_\_\_\_ Corp. Counsel \_\_\_\_\_

City Manager: \_\_\_\_\_

[illegible]



## Office of the Film Commission City of Newburgh

83 Broadway  
Newburgh, NY 12550  
**Filming Code of Contact**

**It is the goal of the City of Newburgh to enhance the filming experience for the production company and the surrounding community. Our Code of Conduct is a way to assist us toward this goal.**

### **-1-**

When filming in a neighborhood or business district, proper notification is to be provided to each merchant or resident who is directly affected by the company. The Newburgh Film Office will distribute all notifications for filming shoots and still shoots larger than 14 people.

### **-2-**

Production vehicles should not enter a neighborhood prior to the approved time listed on the permit. Please turn off engines as soon as possible. Park only in areas designated by the permit. Violation results in revocation of permit.

### **-3-**

If production passes are issued, please distribute to all cast and crew.

### **-4-**

Vehicles cannot be towed or moved without the express permission of the City or property owner.

### **-5-**

Driveways cannot be blocked for any reason!

### **-6-**

Please keep the cast and crew in areas approved by the permit. All trash and directional signs must be picked up and disposed of properly.

### **-7-**

Removal and trimming of vegetation or trees is prohibited unless approved by the permit.

### **-8-**

Please dispose of all trash related to the food services provided to the cast and crew.

### **-9-**

Any signs erected, covered, or removed as part of the filming activities must be put ~~restored to back in~~ their original condition upon completion of the project. Also remove all signs ~~ed~~ posted to direct the company to the location.

### **-10-**

Please keep all noise levels to a minimum. No bullhorns permitted!

### **-11-**

Do not trespass onto neighbors' property or merchants' property. Please remain within the boundaries of the approved permit.

### **-12-**

Unless expressly approved by the permit, do not bring guests or animals to the location.

### **-13-**

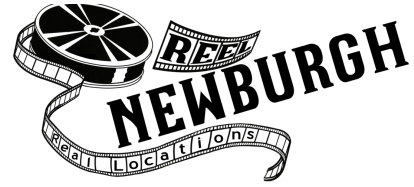
Observe designated smoking areas and extinguish cigarettes in receptacles.

### **-14-**

Please refrain from lewd or improper language within earshot of the general public.

### **-15-**

Permit applications must be submitted with all required information in order for the permit to be processed. Missing information may result in not processing your permit. Company will comply with all provision of the permit.



# City of Newburgh

Department of Planning & Development

City Hall – 83 Broadway

Newburgh, New York 12550

TEL: (845) 569-9400

## EQUIPMENT SIGN OUT FORM

Film Name: \_\_\_\_\_

Contact Person & Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Equipment Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Borrowed: \_\_\_\_\_

Anticipated Return Date: \_\_\_\_\_

Required Signatures:

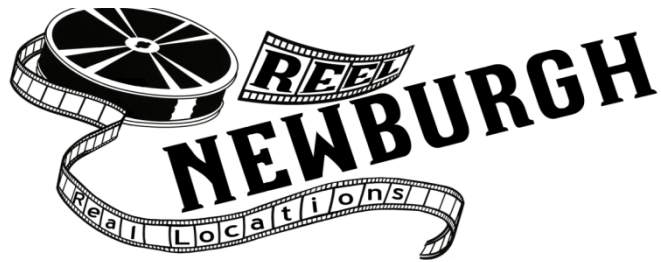
\_\_\_\_\_ Film Contact

\_\_\_\_\_ Director, Planning & Development

1. Each Film Company is required to deposit \$1,500 money order . Deposits will be returned to the film company once the equipment is returned in good condition.
2. Equipment may include signage, barricades, etc.
2. Return the equipment to the Newburgh Film Office, Department of Planning & Development, 83 Broadway, Newburgh NY 12550 and they will initial it as your confirmation of return.

Date Equipment Returned: \_\_\_\_\_

City of Newburgh  
FILM OFFICE  
Department of Planning & Development  
City Hall – 83 Broadway  
(845) 569-9400



Filmmakers,

Welcome to the City of Newburgh Film Office. Our goal is to fast-track permitting and help assure the success of your shoot and providing for a quality production experience. The City has four centuries of architecture to offer as a back drop to any film! If you're seeking an urban, industrial, historic, and state-of-the-art studio location, the City offers architectural diversity and convenience of location that provides for a wide range of production opportunities.

### **NEWBURGH PERMIT GUIDELINES**

#### **Obtaining a Permit.**

The City requires each film to complete and submit a film permit application and proof of insurance coverage at a minimum of 5 business days in advance of the first day of production.

A standard \$200 fee applies to productions filming or requiring use of public property including streets, sidewalks, city facilities, parks or other public locations. The fee is payable to the City of Newburgh and must be submitted with the application and certificate of insurance. While all production requires completion of the application, the fee does not apply in following circumstances:

- Film/photography production on private property only
- Student film/photography production
- Minor film production or still photography using hand held cameras and minimal equipment/crew.

#### **Residential/Commercial Notification Form.**

Notification requirements are set forth in the Film Office's Code of Conduct (below). Notification forms are made available by the City of Newburgh for completion and distribution by the production company to residents and/or businesses directly affected by filming, as further described in the Code of Conduct.

**Reserved Street Parking** – A standard fee of \$200 applies for requests for reserved public street parking.

# **CITY OF NEWBURGH**

## **FILM OFFICE**

### **CODE OF CONDUCT**

All productions are expected to adhere to the Code of Conduct listed below.

#### **1. Permit.**

All production companies or representatives must apply for a film permit from the City of Newburgh Film Office. In order to ensure timely issuance of permits, it is requested that completed permit applications, along with payment for any fees, be submitted a minimum of one week in advance of the commencement of filming. Additional permits for services including traffic control, fire protection and/or public parking may be required where appropriate.

#### **2. Notification to residents and businesses.**

When filming in a residential neighborhood or business district, proper notification is to be provided to each merchant or neighbor who is directly affected by the production and its operations at least 48 hours in advance. When filming in front of a business, productions should refrain from blocking entry by customers into the storefront. Notification forms provided by the Film Office must be completed and distributed by the production company to affected residents and businesses. The following information must be provided:

- o Name of company and production
- o Location contact and phone number (available to be reached at all hours during production)
- o Description of production
- o Film dates and times at location

#### **3. Filming Hours.**

Productions may film only during the hours specified within the application approved by the Film Office. Filming between the hours of 10pm – 7am is prohibited on residential streets without prior written consent of the Film Office.

#### **4. Traffic & Safety Services.**

Productions utilizing public streets for filming or parking may request traffic control and parking services. In certain cases such services, including fire protection, may be required as deemed appropriate by the Film Office. Directing or holding up of traffic by production crew or any agents associated with the production is prohibited. Productions are required to disclose all stunts, pyrotechnics and any other activities that may pose a safety risk to people at the film location or in its vicinity. This includes productions filming at private residences or designated film locations. The production company is responsible for costs associated with police or fire safety services as needed.



**5. Parking Services.**

Street parking for production vehicles is only permitted as approved by the Film Office. Moving or towing of vehicles is prohibited. Should there be a need to move a vehicle parked in an area reserved for the production, a company representative should contact the Film Office. At no time shall production vehicles block roadways, driveways, fire hydrants or other No Parking zones without advanced permission.

**6. Compliance with Code of Conduct.**

The City of Newburgh reserves the right to stop production for failure to comply with the Code of Conduct or any laws or ordinances of the City of Newburgh and State of New York.

ORDINANCE NO.: 6 - 2017

OF

MARCH 13, 2017

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF  
THE CITY OF NEWBURGH TO ADD FEES FOR FILMING

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

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

Code Section	Type of Fee	Amount
<u>Chapter 168, Filming</u>		
<u>§ 168-6</u>	<u>Non-refundable application fee</u>	<u>\$50.00</u>
	<u>Permit fee</u>	<u>\$500.00 for use of public property per day</u> <u>\$750.00 for use of public property per night</u> <u>\$200.00 per day to reserve public street parking</u>
	<u>Request for use of City personnel and services</u>	<u>Actual cost of the City employee or City Service</u>
	<u>Refundable security deposit</u>	<u>\$1,500.00</u>

Section 2. This ordinance shall take effect upon the adoption of Ordinance No. 5-2017 of March 13, 2017 entitled "An Ordinance Creating Chapter 168 Entitled "Filming" of the Code of Ordinances of the City of Newburgh

Underlining denotes additions  
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: 43 - 2017

OF

FEBRUARY 27, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPTION  
AND PURCHASE AGREEMENT WITH STATISTICAL ANALYSIS, INC.  
FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY KNOWN AS  
35-37 BROAD STREET (SECTION 10, BLOCK 3, LOT 2.22)  
WITH A PROPOSED PURCHASE PRICE OF \$245,000.00**

**WHEREAS**, the City of Newburgh is the owner of real property located at 35-37 Broad Street, being more accurately described as Section 10, Block 3, Lot 2.22 on the Official Tax Map of the City of Newburgh; and

**WHEREAS**, Statistical Analysis, Inc. has presented a proposal for the purchase and development of the aforementioned parcels; and

**WHEREAS**, the parties wish to enter into the Option and Purchase Agreement in substantially the form attached hereto; with such other terms and conditions as Corporation Counsel deems appropriate and necessary as required by law and as are in the best interests of the City of Newburgh; and

**WHEREAS**, this Council finds it to be in the best interests of the City of Newburgh and its continuing development to enter into such Option and Purchase Agreement;

**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 prepare and execute an option and purchase agreement, in substantially the same form as annexed hereto and made a part hereof, with such other terms and conditions as may be required by Corporation Counsel, with Statistical Analysis, Inc., and other related documents as may be required by the Corporation Counsel.

2/27/17

## OPTION AND PURCHASE AGREEMENT

THIS OPTION AND PURCHASE AGREEMENT (this "**Agreement**"), effective as of \_\_\_\_\_, 2017 (the "**Effective Date**"), by and between **CITY OF NEWBURGH, NEW YORK**, a municipal corporation of the State of New York having an address at City Hall, 83 Broadway, Newburgh, New York 12550 (together with its successors and assigns, "**Seller**" or "**City**"), and Statistical Analysis, Inc., a New York corporation with an address \_\_\_\_\_ (together with its successors and assigns, "**Buyer**"). Pursuant to this Agreement, Seller hereby grants to Buyer an exclusive option to purchase the Property (as described below) (the "**Option**").

### RECITALS

WHEREAS, Seller owns a parcel of unimproved real property situated at 35-37 Broad Street, City of Newburgh, Orange County, New York (the "**Real Property**"); and

WHEREAS, Seller desires to grant to Buyer, and Buyer desires to obtain from Seller, an exclusive option to purchase the Real Property from Seller on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and intending to be legally bound hereby, the Parties do hereby stipulate, covenant and agree as follows:

1. **Property:** "**Property**" as used in this Agreement shall collectively mean the following:

- (a) The Real Property, being identified as Tax Parcel ID No. 10-3-2.22 and consisting of approximately 2.7 acres as more fully described in **Exhibit "A"** attached hereto and incorporated herein and all appurtenances and hereditaments thereto ("**Land**");
- (b) All rights, privileges, grants and easements appurtenant to or burdening Seller's interest in the Land, if any, including, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants and other rights-of-way, variances and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances in connection with, in relation to, or used in connection with the beneficial use and enjoyment of the Land ("**Additional Rights**"); subject to the zoning and other ordinances, codes and regulations of the City and the City Charter; and

2. **Option Period:** Seller hereby grants to Buyer, and Buyer hereby obtains from Seller, an exclusive option to purchase the Property on the terms and conditions set forth in this Agreement commencing on the Effective Date and continuing through midnight of the fourth anniversary of the Effective Date (the "**Option Period**").

### **3. Option Price:**

(a) Simultaneously with the execution hereof, Buyer shall pay to Seller an option fee equal to **TWENTY-FOUR THOUSAND FIVE HUNDRED THIRTY DOLLARS** (\$24,500.00), representing the entire amount to be paid for the Option (the "**Option Price**").

(b) In the event that Buyer fails to timely pay any portion of the Option Price, Seller may provide Buyer with written notice advising Buyer of such failure to pay, and within ten (10) business days of receipt of such notice, Buyer shall have the right to cure such default by paying the amount due plus a five percent (5%) premium on such amount. In the event Buyer fails to make such payment within such ten (10) business day period, Seller may terminate this Agreement by written notice to Buyer and Buyer's Option to purchase the Property shall be extinguished, and Seller shall retain the Option Price that were due and payable prior to that date as liquidated damages (provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated), except in the event of a breach of this Agreement by Seller.

(c) If Buyer fails to exercise the Option by the end of the Option Period, this Agreement shall terminate and Buyer's Option to purchase the Property shall be extinguished, and Seller shall retain the Option Price as liquidated damages (provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated), except in the event of a material breach of this Agreement by Seller, in which event the Option Price shall be refunded to Buyer within thirty (30) days of the end of the Option Period.

**4. Exercise:** Buyer may, in its sole and absolute discretion, exercise the Option by written notice to Seller (the "**Buyer Option Notice**") or terminate the Option by written notice to Seller at any time (the "**Buyer Termination Notice**"). The Option must be exercised no later than the last day of the Option Period in order to be timely. In the event Buyer fails to deliver to Seller the Buyer Option Notice on or before the expiration of the Option Period or sends a Buyer Termination Notice on or before the expiration of the Option Period, this Agreement shall terminate and Seller shall retain the Option Price (provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated), except in the event of a material breach of this Agreement by Seller.

**5. Purchase Price:** If Buyer elects to exercise this Option pursuant to this Agreement, the total purchase price for the Property shall be (i) **TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS** (\$245,000.00), less (ii) the Option Price paid by Buyer to Seller prior to the exercise date (the "**Purchase Price**"). Upon payment of the Purchase Price, all right, title and interest to the Property shall transfer to Buyer.

**6. Rights of Buyer During Option Period:**

- (a) From and after the Effective Date, Seller hereby grants Buyer a license to enter the Land pursuant to which the Buyer and its agents shall have the right to access the Property during normal business hours for the purpose of conducting due diligence at Buyer's sole cost and expense. If Buyer intends to conduct invasive testing on the Property, Buyer's right of access to conduct that invasive testing shall require at least twenty-four (24) hour advance notice to Seller. This right of entry shall be conditioned upon Seller, or a representative or agent designated by Seller, having the right to be present on the Property with Buyer or its representatives at the time or times that Buyer is on or about the Property for the purpose of conducting invasive testing, at no cost to Buyer.
- (i) In conducting any inspection of the Property or otherwise accessing the Property, Buyer shall at all times comply with all laws and regulations of all applicable governmental authorities. Buyer shall have no right to materially alter the Property without the express written approval of the Seller, or to damage the Property in any respect in connection with its inspections, except in accordance with the terms and conditions of this Agreement. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Buyer or Buyer's Representatives relating to such inspection and/or its other access shall be at the sole cost and expense of Buyer. In the event that the Closing hereunder shall not occur for any reason whatsoever Buyer shall restore the Property to its original condition or as close thereto as is reasonably feasible, at its sole expense.
- (ii) Buyer hereby agrees to indemnify and hold Seller absolutely harmless from and against any and all claims, demands, actions, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees (such fees also to include those in connection with all post-judgment and appellate proceedings), for injury to persons and physical damage to property related to or arising from Buyer's entry upon any portion of the Property owned by Seller and the performance (by Buyer or Buyer's Representatives) of the tests and/or inspections. Seller hereby agrees to indemnify and hold Buyer absolutely harmless from and against any and all claims, demands, actions, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees (such fees also to include those in connection with all post-judgment and appellate proceedings), for injury to persons and physical damage to property related to or arising from the Property other than caused by Buyer's entry upon any portion of the Property owned by Seller and the performance (by Buyer or Buyer's Representatives) of the tests and/or inspections. The terms of this Subparagraph 6(a) shall survive the termination of this Agreement or the delivery and recording of the deed(s).
- (iii) Buyer shall, at its sole expense, obtain and maintain prior to entering the Property, and as to (i) and (ii) above, shall cause Buyer's Representatives to obtain and maintain prior to entering the Property, from a financially sound insurance

company or companies having an AM Best rating of not less than "A", policies of insurance for the following types of coverage and with limits of liability not less than the minimum amounts set forth below:

- (A) Workers' compensation and disability insurance with statutory limits and employers' liability insurance with limits of not less than \$500,000,
  - (B) Automobile liability insurance including bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, and
  - (C) Commercial general liability insurance with limits of not less than \$2,000,000 combined single limit, which may be arranged through a combination of primary and excess policies (umbrella) if necessary, for claims of bodily injury and/or property damage, written on an "occurrence" basis and including coverage for personal injury liability, products and completed operations, independent contractors, blanket broad form contractual liability, and explosion, collapse, and underground hazards.
- (iv) Prior to entering the Property, Buyer and Buyer's Representatives, whichever of them is then entering the Property, shall provide Seller with a certificate(s) of insurance evidencing that the foregoing policies of insurance have been obtained and are in full force and effect and that Seller has been named an additional insured under said policies. Said certificate(s) shall also show the expiration date of each policy and provide that Seller shall be given at least ten (10) days' prior written notice of any cancellation or material modification thereof. Neither the purchase of any policy of insurance nor the furnishing of evidence thereof to Seller pursuant hereto shall relieve Buyer of its indemnification obligations hereunder.
- (b) If Buyer is at any time not satisfied with any diligence findings or fitness for purpose of the Property in its sole discretion, Buyer may terminate this Agreement by sending Seller Buyer's Termination Notice, whereupon this Agreement shall terminate and Seller and Buyer shall be relieved of all further obligations hereunder except for any indemnification obligations that are expressly provided to survive the termination of this Agreement, provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable following the expiration of the Diligence Period as of the date of the termination of this Agreement, except in the event of a material breach of this Agreement by Seller. Subject to the limitations set forth herein, Buyer may conduct any due diligence it may desire, including, without limitation:
- Physical Inspection. Buyer may obtain physical inspections of the Property;

- Title. Buyer may obtain a title commitment ("**Title Commitment**") from a nationally recognized title company of its choosing (the "**Title Company**").
- Survey. A survey of the Property may be ordered by the Buyer. Any survey shall be certified to Seller, Buyer, and Title Company. If so certified to Seller, the description from the survey shall be used in the Deed.
- Environmental Site Assessment. An Environmental Site Assessment of the Property may be obtained by the Buyer.
- Soil and Drainage Inspection. Subject to the provisions of the final paragraph of this Section 6(b), Buyer may obtain soil and drainage inspections and tests concerning the Property.

During the Diligence Period and subject to the final paragraph of this Section 6(b), Buyer may conduct all other soil inspections, surveying, and review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information, service agreements, management contracts, and other agreements related to the Property, together with all other tests, inspections and investigations that Buyer deems necessary, in Buyer's sole and absolute discretion. Seller shall provide such cooperation and access as shall be reasonably necessary for Buyer to promptly perform such due diligence. All tests, inspections and investigations completed by Buyer or Buyer's agents or contractors shall be at Buyer's sole cost and expense and shall be completed in a manner so as to not unreasonably interfere with Seller's ownership of the Property. If this transaction does not close, Buyer agrees to promptly repair any damage to the Property caused by Buyer's entry onto the Property to complete these tests and investigations, at its sole cost. In any case, Buyer, in addition to that set forth above, shall indemnify and hold Seller harmless for any direct, out-of-pocket loss, expense, damage, claim, liability or cost (including, without limitation, litigation costs) arising out of the performance of the tests or inspections conducted by Buyer or its agents pursuant to this paragraph, to the extent any such liability is not the result of an act or omission of Seller.

Notwithstanding anything herein to the contrary, Buyer shall not conduct or authorize any invasive or intrusive physical or environmental testing (including, without limitation, any subsurface or groundwater testing or sampling) without the approval of Seller's Engineer and Seller's prior written consent of the scope and specifications of such proposed testing, which consent shall not be unreasonably withheld or delayed by Seller. Except for disclosures required by applicable law or by regulatory authorities, Buyer will not reveal to any third party not approved by Seller (other than Buyer's agents, consultants, investors, permitted assignee, attorneys and other representatives assisting Buyer in connection with the transaction contemplated hereby, and only then, subject to the confidentiality requirement set forth herein, and as may be required by law) the results of its inspections.



In the event of the expiration or termination of this Agreement for any reason whatsoever other than a breach or default by Seller under this Agreement, Buyer shall, promptly after such expiration or termination after written request therefor by Seller, (1) return to Seller any and all due diligence materials and other information or documentation provided by Seller to Buyer and (2) deliver to Seller the results of any soil tests or environmental reports commissioned by Buyer to the extent Seller is permitted to do so pursuant to any engagements letters governing such tests or reports. Buyer shall not be obligated to deliver to Seller any other due diligence materials and other information or documentation obtained by, or made available to Buyer, on its own or from or at the behest of Seller in connection with its investigation of the Property (including all copies and abstracts thereof and including all environmental reports prepared by or on behalf of Buyer) to the extent such materials, information or documentation is owned and controlled by Buyer, unless Seller reimburses Buyer for the cost of obtaining such due diligence reports.

**7. Conveyance of Title:** If the Option is exercised by Buyer, Seller shall convey title to the Property to Buyer by Quitclaim Deed free and clear of all exceptions, liens and encumbrances, other than current taxes not yet due and payable; any state of facts which an accurate survey would show; any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as to use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental body, or the effect of any noncompliance or violation thereof; and any special assessment affecting the property (collectively, "Permitted Exceptions"), said title to be insurable (subject to the Permitted Exceptions) by a Title Insurance Company licensed to do business within the State of New York at ordinary rates payable by Buyer unless Buyer shall have waived such objections as hereinafter provided. The Deed shall contain a covenant by Seller as required by Section 13 of the Lien Law. The payment of the New York State Transfer Tax, if any, shall be the obligation of the Buyer.

If the Option is exercised, Buyer acknowledges that, except as expressly set forth herein, it will be acquiring the Property in its physical condition "AS IS" condition as of the Effective Date, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. In addition, except as expressly set forth herein, neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or any agents, representatives, or employees of Buyer with respect to the condition of the Property, its fitness for any particular purpose, or its compliance with any laws. Buyer further acknowledges that it will have had the opportunity to fully inspect the Property and review all factors relevant to its anticipated use.

**8. Closing:**

- (a) If the Buyer exercises the Option, the closing (the "**Closing**") for the delivery of the Deed and other instruments contemplated by this Agreement and payment of the Purchase Price shall be on a date within twenty (20) days after delivery of the Buyer

Option Notice (the "**Closing Date**") or on such later date as the Parties mutually agree, provided, however, if that date falls on a Saturday, Sunday or a legal holiday, then the Closing Date shall be on the next business day. The Closing shall be held at the offices of the Corporation Counsel of Seller in the City of Newburgh, New York, or at such other place as the parties hereto shall mutually agree.

- (b) In the event that Seller defaults in or otherwise avoids performance under this Agreement, Buyer may terminate this Agreement by notice to Seller, and thereupon all obligations of the parties under this Agreement shall terminate other than any party's indemnification covenants and agreements contained herein which by the specific terms of this Agreement are stated to survive any expiration or termination of this Agreement and provided that Seller shall refund to Buyer the Option Price previously paid to Seller, together with the reasonable out of pocket costs incurred by Buyer for title examination, survey work and due diligence costs incurred by Buyer, in an aggregate amount not to exceed \$200,000.
- (c) If for any reason whatsoever the Seller shall be unable to convey title to the Property in accordance with the terms of this Contract then the sole obligation and liability of the Seller to Buyer shall be to refund to Buyer the Option Price and the costs incurred by Buyer for title examination, survey work and due diligence (in an aggregate amount not to exceed \$200,000, excluding the payment in respect of the Option Price), and upon the making of such payments, this Contract shall be deemed cancelled and shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Contract.
- (c) In the event that Buyer exercises the Option but Buyer defaults in its obligation to close, Seller may terminate this Agreement and, in addition to Seller retaining the Option Price previously paid to Seller, Seller shall be entitled to seek payment of the balance due on the Purchase Price, but not specific performance for the conveyance of the Property on the terms and conditions set forth in this Agreement.
- (d) At the Closing, Seller shall deliver or cause to be delivered, at Seller's sole expense, each of the following items, each executed and acknowledged to the extent appropriate:
  - (i) The Deed, along with required recording forms TP-584 and RP-5217;
  - (ii) A closing statement specifying the Purchase Price, prorations, credits, adjustments and costs in connection with the transaction; and
  - (iii) Physical possession of the Land.
- (e) At Closing, Buyer shall deliver to Seller the following items:

- (i) Immediately available funds by bank check or certified check in an amount equal to the Purchase Price;
  - (ii) A closing statement specifying the Purchase Price, prorations, adjustments and costs in connection with the transaction;
  - (iii) Such documents as may be required by the Buyer's title company; and
  - (iv) Any and all other items contemplated by the terms of this Agreement.
- (f) The following shall be prorated between Seller and Buyer as of 12:01 a.m. on the date on which the Closing occurs: (i) real estate taxes and assessments, if any and (ii) utilities.
- (g) Buyer shall be responsible for the payment of New York State Transfer Tax, if any and all other closing costs and fees, other than any of Seller's expenses in connection with this transaction.

**9. Broker:** Each Party represents and warrants that no broker or agent has been engaged with respect to this transaction. Seller agrees to indemnify Buyer and hold Buyer harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which Buyer shall ever incur because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission. Buyer agrees to indemnify Seller and hold Seller harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which Seller shall ever incur because of any claim of any broker or agent claiming through Buyer, whether or not meritorious, for any such fee or commission. The provisions of this paragraph shall survive the closing.

**10. Seller and Buyer Obligations and Representations:**

- (a) Until this Agreement is terminated or expires, Seller agrees to the following:
- (i) Seller will not directly or indirectly offer or advertise the Property for sale or lease, nor show it to any prospective buyer or tenant;
  - (ii) Seller will not, without Buyer's prior written consent, enter into any contract or lease or assume any obligation that will adversely affect Seller's ownership or occupation of the Property or create any lien, easement or encumbrance on the Property;
  - (iii) Seller will timely pay in full all obligations relating to Seller's ownership of the Property;
  - (iv) Seller will comply with all applicable laws that affect the Property;

- (v) Seller will cooperate with all reasonable requests by Buyer with respect to any permits or approvals that Buyer is seeking for the Property including being co-applicant to the extent necessary and not opposing the issuance of such permits and approvals;
  - (vi) Seller will take no willful or intentional actions which directly or indirectly adversely and materially impact the validity or enforceability of this Agreement or the value of the Property; and
  - (vii) Seller will maintain the Property consistent with its current condition and past practices.
- (b) Seller shall promptly notify Buyer if any of the following occurs during the Option Period, or if Buyer exercises the Option, until the Closing:
  - (i) any notice or other communication from any governmental or regulatory agency or authority in connection with environmental conditions of the Land and/or the transactions contemplated by this Agreement;
  - (ii) any actions, suits, claims, investigations or proceedings commenced or, to the knowledge of Seller, threatened against, relating to, involving, or otherwise affecting Seller or the Property which relate to the consummation of any of the transactions contemplated by this Agreement; and
  - (iii) any fact, event, transaction or circumstance, as soon as practical after it becomes known to Seller, that (x) Seller reasonably believes would adversely affects or could adversely affect the ability of Seller to maintain in full force and effect title to the Property or convey good and marketable fee simple title to the Property to Buyer, or (y) results, or is reasonably likely to result, in a material adverse effect to the Property or that could prevent, materially delay or adversely affect the consummation of the transactions contemplated by this Agreement.
- (c) If, at any time during the Option Period, Seller commits a material breach of any agreement affecting the Property or violates any applicable laws, rules, regulations, conditions or restrictions, including, without limitation, the failure to pay any taxes or penalties, (each a "**Violation**"), Seller agrees (i) to promptly notify Buyer of such Violation, (ii) that Buyer may, in Buyer's sole discretion, take all such action as Buyer deems necessary to cure such Violation on behalf of Seller, if Seller refuses to do so, and (iii) to promptly reimburse Buyer for all reasonable costs and expenses incurred in the event Buyer elects to take any action permitted by the preceding section (ii) hereof (or in the event of a material breach of this reimbursement obligation, permit Buyers, at their election, to credit the costs against the Purchase Price). Seller shall

further notify Buyer of any government notice or communication related to the Property, any new or threatened legal actions related to the Property or any fact or occurrence which could adversely affect the value of or title to the Property. If, at any time during the Option Period, Buyer commits a material breach of any agreement affecting the Property or violates any applicable laws, rules, regulations, conditions or restrictions, including, without limitation, the failure to conduct its tests or inspections in a manner that complies with all such applicable laws, rules, regulations, conditions or restrictions relating to the Property, (each a "**Violation**"), Buyer agrees (i) to promptly notify Seller of such Violation, (ii) that Seller may, in Seller's sole discretion, take all such action as Seller deems necessary to cure such Violation on behalf of Buyer, if Buyer refuses to do so, and (iii) to promptly reimburse Seller for all reasonable costs and expenses incurred in the event Seller elects to take any action permitted by the preceding section (ii) hereof (or in the event of a material breach of this reimbursement obligation, permit Sellers, at their election, to credit the costs against the Purchase Price). Buyer shall further notify Seller of any government notice or communication related to the Property received by Buyer, any new or threatened legal actions related to the Property or any fact or occurrence that could adversely affect the value of the Property.

- (d) As of the Effective Date and at all times during the Option Period, or if Buyer exercises the Option, until and at the time of the Closing, Seller represents and warrants as follows:
  - (i) Seller is the sole owner of the Property.
  - (ii) Pursuant to Resolution No.: -2017 adopted by the City Council of the Seller on \_\_\_\_\_, 2017, Seller has full right, power and authority to enter into this Agreement, and has undertaken all necessary procedures in accordance with applicable law to sell, convey and transfer the Property to Buyer in accordance with the terms and provisions of this Agreement. Each person executing this Agreement on behalf of Seller represents and warrants that such person is duly authorized to act on behalf of Seller in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms.
  - (iii) Seller is not insolvent and has not made, nor anticipates making, a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or, to Seller's knowledge, suffered the filing of an involuntary petition by Seller's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, admitted in writing its inability to pay its debts as they generally come due or made an offer of settlement, extension or composition to its creditors generally.

- (iv) There are no pending or, to Seller's knowledge any threatened, actions, lawsuits, delinquent taxes or pending or threatened government actions relating to the Property; provided, however, the foregoing shall not include any such actions, lawsuits, taxes or government actions involving Buyer's proposed commercial project and related improvements.
- (v) To Seller's knowledge, there are no unrecorded rights of first offer to purchase, rights of first refusal to purchase, purchase options or similar rights available to any party other than Buyer or contractually required consents to transfer pertaining to the Property. Seller has not granted to any person, firm or entity, other than Buyer, any right to purchase, lease or otherwise acquire the Property or any part thereof.
- (vi) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound, and will not result in the imposition of any lien or encumbrance against the Property.
- (vii) There are no service contracts, utility agreements, maintenance agreements and other contracts or agreements currently in effect with respect to the Property (except those that may be terminated upon not more than 30 days' notice without premium or penalty).
- (viii) There are no leases, subleases, concession agreements or other rental, transfer or occupancy arrangements allowing for the occupancy of the Property or permit any party the use thereof.
- (ix) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, and all amendments thereto and all regulations issued thereunder.
- (x) Neither Seller nor, to Seller's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller nor, to Seller's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor, to Seller's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the sale of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person

included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person controlling or controlled by Seller, is a country, territory, individual or entity named on a Government List, and the monies used by Seller in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a list maintained by the federal government or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

- (xi) Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness or correctness of any information or report prepared by any party other than Seller or its affiliates. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing such information.
- (xii) No work has been performed on behalf of Seller which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.
- (xiii) Seller has not received notice of violations of the laws, ordinances, rules or regulations of any governmental authority having jurisdiction over the Property, including, without limitation, those relating to Hazardous Substances (hereinafter defined), nor does Seller have knowledge of any facts which, if known by any such authority, would cause a violation to be placed thereon.
- (xiv) Seller has no knowledge of any ordinance or resolution authorizing improvements, the cost of which might be assessed against the owner of the Property, and, to the best of Seller's knowledge, information and belief, no such ordinance or resolution is pending or contemplated.
- (xv) The sale or conveyance of the Property contemplated herein is not subject to approval by any Court having jurisdiction over the Property, including but not limited to a Bankruptcy Court.

Seller's representations and warranties set forth in this Section 10 shall survive Closing.

- (e) As of the Effective Date and at all times during the Option Period, or if Buyer exercises the Option, until the Closing, Buyer represents and warrants as follows:
- (i) Buyer has full right, power and authority to enter into this Agreement, and to acquire the Property in accordance with the terms and provisions of this Agreement. Each person executing this Agreement on behalf of Buyer represents and warrants that such person is duly authorized to act on behalf of Buyer in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.
  - (ii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, any agreement or other instrument to which Buyer is a party or by which Buyer is bound.
  - (iv) Neither Buyer nor, to Buyer's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Buyer nor, to Buyer's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Buyer nor, to Buyer's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the purchase of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Buyer, nor any person controlling or controlled by Buyer, is a country, territory, individual or entity named on a Government List, and the monies used by Buyer in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a list maintained by the federal government or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).



(v) Buyer's intended market rate residential and mixed-use development project ("Project") shall be developed in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Buyer is required to complete construction in compliance with all State, County and Local standards for occupancy within three (3) years of the date of the deed, plus any unused portion of the Option Period as defined in Paragraph 2 above. As an example, if the Option is exercised two years after the date of the Option, then the time limit during which the project must be completed shall be the three (3) years indicated above plus two (2) additional years of the unused Option Period, for a total of five (5) years from the date of the deed. Within such time period, including any unused portion of the Option Period, the Buyer must obtain a Certificate of Occupancy for all buildings on the property. Notwithstanding the preceding provisions of this paragraph, the Buyer may request of the Newburgh City Manager that the time period to complete construction be extended so long as Buyer is in good faith moving forward with construction of the Project. In addition, the Buyer may request of the Newburgh City Manager that the time period to complete construction shall be extended if delay is caused by war, weather, acts of god or other circumstances outside Buyer's control (strikes, etc.) or market conditions. The City Manager shall respond to Buyer's request(s) within a reasonable period of time and shall not unreasonably deny any request by Buyer to extend the construction time deadline. If the City Manager denies Buyer's request, Buyer may submit such request to the City Council which shall respond to Buyer's request(s) within a reasonable period of time and shall not unreasonably deny any request by Buyer to extend the construction time deadline. If the Buyer has not complied with the above provisions regarding rehabilitation of the property and timely completion of the project, then the title to the property shall revert to the City. 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, except that the property may be conveyed or transferred to another entity in which Buyer has an ownership interest.

(vi) With respect to the Buyer's intended Project to be constructed on the Property, the Buyer represents that it will ask its engaged construction managers to try to meet a hiring goal during construction of a minimum of thirty (30%) percent of the total paid construction work shall be performed by qualified City of Newburgh residents for contracting, subcontracting and servicing opportunities for development and construction. The Buyer will ask its contractors to promote apprenticeship training as authorized by Section 816-b of the New York Labor Law in that each contractor, its successor and assigns, and subcontractors shall to the extent reasonably practicable, employ in its regular work force City of Newburgh residents who are enrolled and participating in an Apprenticeship Program.

Buyer's representations and warranties set forth in this Section 10 shall survive Closing.

**11. Risk of Loss; Condemnation:**

(a) In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within thirty (30) days of such notice, may either terminate this Agreement, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller.

(b) Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price. If Buyer elects to terminate this Agreement pursuant to this paragraph, Seller shall refund to Buyer the Option Payment.

**12. Termination of Option:** Notwithstanding anything contained in this Agreement to the contrary, Buyer, in its sole and exclusive discretion, may terminate this Agreement at any time during the Option Term by delivering to Seller a Buyer Termination Notice. In the event of such a termination by Buyer, except in the case where such termination results from a material breach by Seller or as otherwise expressly provided herein, Seller shall be entitled to retain the Option Price made as of the date the Buyer Termination Notice is delivered, provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated. In no event shall Buyer be entitled to any damages or relief (including, without limitation, consequential damages, lost profits, or equitable relief).

**13. Regulatory Compliance.** Each of the Parties shall comply with all applicable laws, rules, and regulations with respect to the transactions contemplated hereby.

**14. Governing Law; Jurisdiction; Miscellaneous:**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and both Seller and Buyer shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed

to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect and the Parties shall negotiate in good faith to agree upon and implement replacement terms that most closely preserve the economic costs and benefits inherent in the impossible or unenforceable provision(s). In the event of a dispute under this Agreement, Buyer and Seller agree that the appropriate forum for any such disputes shall be a court of competent jurisdiction in Orange County, New York. The court shall award the reasonable attorney's fees and other costs and expenses related to the dispute to the prevailing party.

- (b) Except as otherwise expressly set forth in this Agreement, each Party will pay its own (and its representative's) fees and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and the negotiation of the transaction documents. In the event of litigation between the Parties, the prevailing Party shall be entitled to be awarded all fees, costs and expenses incurred in respect of such litigation, including reasonable attorneys fees.
- (c) Nothing in this Agreement shall be construed as implying or intending any third party beneficiaries to this Agreement.
- (d) Each party acknowledges that it has had the opportunity to have counsel review this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- (e) Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier, shall be deemed given when received or when receipt is refused, and shall be addressed to the Parties as follows:

- (i) If intended to Seller, to:

City of Newburgh  
City Hall  
83 Broadway  
Newburgh, New York 12550  
Attn: City Manager

with copy to:

City of Newburgh  
City Hall  
83 Broadway

Newburgh, New York 12550  
Attn: Office of Corporation Counsel

(ii) If intended to Buyer, to:

Statistical Analysis, Inc.

Newburgh, NY 12550

with copy to:

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

- (f) This Agreement may be executed in multiple counterparts each of which shall be considered an original. Any signature page that is faxed or transmitted electronically shall be effective as an original signature page. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- (g) This Agreement constitutes the entire agreement between the Parties and shall supersede all prior negotiations, understandings and agreements of the Parties relative to the subject matter of this Agreement. This Agreement cannot be amended except as agreed to in writing by the parties.
- (h) Nothing contained herein shall create a joint venture or partnership between Buyer and Seller, or an agency principal relationship.
- (i) This Agreement is solely for the benefit of Buyer and Seller and nothing contained in this Agreement shall be deemed to confer upon anyone other than Buyer and Seller any right to insist upon or to enforce the performance or observance of any of the obligations contained herein or therein. All conditions to the obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement are imposed solely and exclusively for the benefit of each such party as provided therein and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Buyer or Seller will refuse to consummate the transactions contemplated by this Agreement in the absence of strict compliance with any or all thereof and no other Person shall under any circumstances

be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Buyer or Seller (as applicable) if, in each party's sole discretion, such party deems it advisable or desirable to do so.

- (j) The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof. All references herein to the word "including" shall be deemed to be references to "including, without limitation."
- (k) Buyer and Seller each acknowledge and agree that this Agreement is legally binding document and that each party has had a fully opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.
- (l) This Agreement may not be assigned or transferred, directly or indirectly, by Seller without the prior written consent of Buyer. This Agreement may not be assigned or transferred, directly or indirectly, by Buyer without the prior consent of Seller; provided, however, this Agreement may be assigned by Buyer without Seller's consent to any corporate affiliate of Buyer, meaning any entity in which the principals of Buyer have an ownership interest. In the event that Buyer assigns this Agreement, such assignment shall not release Buyer from its obligations under this Agreement, but rather Buyer and the applicable assignee shall be jointly and severally liable for such obligations. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not intended and shall not be construed to create any rights in or to be enforceable in any part by any other person or entity.
- (m) The submission of a draft of this Agreement or a summary of some or all of its provisions, or the acceptance of a letter of intent to an agreement, does not constitute a grant of an option or an offer to sell the Property, it being understood and agreed that neither Seller nor Buyer shall be legally bound with respect to the granting of an option or the sale or purchase of the Property unless and until this Agreement has been executed by both Seller and Buyer and a fully executed copy has been delivered to each of them.

*Remained of this page intentionally left blank*

Seller and Buyer execute this Agreement on the date(s) shown, intending to bind themselves and their respective heirs, personal representatives, executors, successors and assigns.

**BUYER:**

Statistical Analysis, Inc.

By: \_\_\_\_\_

Name:

Title:

**SELLER:**

CITY OF NEWBURGH, NEW YORK

By: \_\_\_\_\_

Name: Michael G. Ciaravino

Title: City Manager

Per Resolution No.

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

That certain parcel of land located at 35-37 Broad Street, Section 10, Block 3, Lot 2.22, together with the improvements thereon, situated in the City of Newburgh, Orange County [**Legal description to be confirmed.**]

APPRAISAL OF PROPERTY  
CITY OF NEWBURGH  
±2.7 ACRES VACANT RESIDENTIAL LAND  
35-37 BROAD STREET  
ORANGE COUNTY  
NEWBURGH, NEW YORK



6 Front Street

Newburgh, New York

12550

Tel. 845-568-0600

Fax. 845-568-0699



December 9, 2016

Mr. David Kohl, Economic Development Specialist  
City of Newburgh  
Planning & Development  
83 Broadway - 3<sup>rd</sup> Floor  
Newburgh, New York, 12550

RE: APPRAISAL OF PROPERTY - Our File E610017  
±2.7 ACRES VACANT RESIDENTIAL LAND  
35-37 BROAD STREET ORANGE COUNTY  
NEWBURGH, NEW YORK 12550

Dear Mr. Kohl:

As per your request and in accordance with the instructions set forth in the engagement letter, we are pleased to submit the accompanying Appraisal Report on the above captioned property. The report, including exhibits, fully describes the various approaches and contains all pertinent data gathered in the investigation of the subject property.

The subject is ±2.7 acres of residential land on a single tax lot.

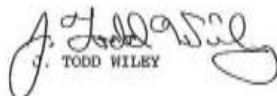
The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications and definitions, which are set forth in the report. This report was prepared for the City of Newburgh, the client, and it is intended only for their specified use. The property was inspected by J. Todd Wiley, and this report was prepared by J. Todd Wiley, and was reviewed by Gregory R. Langer. This appraisal report was prepared in accordance with our interpretation of USPAP, FDIC, OCC and FIRREA Appraisal Policies and Guidelines.

After careful consideration we have concluded the Fee Simple Value of the subject property in accordance with its highest and best use, as of November 7, 2016, is:

**TWO HUNDRED FORTY FIVE THOUSAND DOLLARS**  
**(\$245,000)**

Thank you for asking us to serve you in this matter.

Respectfully submitted,

  
J. TODD WILEY

  
GREGORY R. LANGER

VALUATION CONSULTANTS, INC.

### CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics of the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- J. Todd Wiley has made a personal inspection of the property that is the subject of this report. Gregory R. Langer did not inspect the property, but has reviewed the analyses, opinions and conclusions concerning real estate contained in this Market Valuation Analyses Report and fully concurs with the Final Market Value Estimate.
- No one provided significant real property appraisal assistance to the person signing this certification.
- We have not provided any appraisal or consulting services nor any other services with regard to the property, such as property management, leasing, brokerage, auction, or investment advisory services in the past three years.
- As of the date of this report, Gregory R. Langer is a Practicing Affiliate of the Appraisal Institute and is current in his continuing education cycle requirements.

  
J. TODD WILEY

  
GREGORY R. LANGER

Certified General Appraiser #46000043405

TABLE OF CONTENTS

VALUATION CONSULTANTS, INC.

DESCRIPTION OF THE APPRAISAL PROCESS	<u>4</u>
HISTORY OF THE PROPERTY	<u>5</u>
DEFINITIONS	<u>6</u>
DESCRIPTION OF THE PROPERTY	<u>10</u>
ZONING	<u>32</u>
HIGHEST AND BEST USE	<u>36</u>
THE SALES COMPARISON APPROACH TO VALUE	<u>38</u>
SALES COMPARISON APPROACH ANALYSIS	<u>49</u>
RECONCILIATION	<u>50</u>
ADDENDUM	<u>51</u>
ASSUMPTIONS AND LIMITING CONDITIONS	<u>58</u>
J. TODD WILEY, IAO - APPRAISER'S QUALIFICATIONS	<u>60</u>
GREGORY R. LANGER - APPRAISER'S QUALIFICATIONS	<u>63</u>



## DESCRIPTION OF THE APPRAISAL PROCESS

### Scope of the Assignment:

The subject property consists of a vacant tract of residentially zoned land, located at 35-37 Broad Street, in the City of Newburgh in Orange County, New York.

The subject property was inspected on November 7, 2016. As the subject is vacant land, no one accompanied the appraiser. The extent of the inspection included walking the frontage and through some portions of the interior.

The intended use of the report is to assist the City of Newburgh, the intended user, with their decision to possibly sell the property. The type and definition of value of the report is to determine the Fee Simple Market Value of the subject property.

The scope of work performed must be sufficient to develop credible assignment results. It must meet or exceed the expectations of parties who are regularly intended users for similar assignments. Additionally, it must meet or exceed what an appraiser's peers' actions would be in performing the same or a similar assignment.

The type of Appraisal Report requested includes the Sales Comparison Approach which is the only approach considered applicable and is presented in a summarized format.

To complete this report, the appraiser:

- A. Did investigate appropriate market data for utilizing the Sales Comparison Approach to Value. The appraiser's investigations included researching public records through the use of commercial sources of data such as printed comparable data services, computerized data-bases, Realtors, local multiple listing services, other appraisers and municipal records. Search parameters such as dates of sales, leases, locations, sizes, types of properties and distances from the subject started with relatively narrow constraints and were expanded until the available pool of data was reasonably exhausted. Researched sales data were viewed and efforts were made to verify the data with persons directly involved in the transactions such as buyers, sellers, brokers, attorneys or agents. At the appraiser's discretion some data may be used without personal verification if the data appeared to be correct. In addition, the appraiser considered any appropriate

listings or properties found through observation during the data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

- B. Did investigate and analyze any pertinent easements or restrictions on the fee simple ownership of the subject property. A title report was not available and the appraiser relied on a visual inspection to identify any readily apparent easements or restrictions;
- C. Did analyze the data found and reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;
- D. Did complete the appraisal report in compliance with the appraiser's interpretation of the *Uniform Standards of Professional Appraisal Practice* as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;
- E. Did prepare a report including photographs of the subject property, brief descriptions of the subject neighborhood, the site, zoning, highest and best use analysis, summary of relevant data for the Sales Comparison approach used in the valuation, a reconciliation and conclusion, a map illustrating the sales in relationship to the subject property and other data deemed by the appraiser to be relevant to the report. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

#### **History of the Property**

The subject property is not known to be listed for sale at this time.

According to property records, the subject property has been held under the current title since October 2010 and has not sold in the past three years. The subject property transferred on October 18, 2010. It was acquired from the Newburgh Community Development Agency.

There were formerly buildings located on the subject that were demolished in the 1960's as part of an Urban Renewal program. The remains of some of the old foundations are located along sections of the eastern portion of the property.

#### **Exposure Time**

The exposure time or the length of time the subject being appraised would have been offered on the market prior to the appraisal date is twelve months. The subject is situated in an accessible residential/commercial area with good visibility. Portions of the subject have river views. Sales of similar properties have sold within a one to two year period. The exposure time is estimated at twelve months.

#### **Marketing Time**

The marketing time is also twelve months. The market slowed after 2007 but appears to have started to recover, and for the same reasons as the exposure time, this property would be expected to sell within twelve months after this appraisal date.



## DEFINITIONS

The following definitions are from *The Dictionary of Real Estate Appraisal, Sixth Edition*, published by the Appraisal Institute in 2015, unless otherwise noted.

**Market Value:** Market Value as defined by the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) and FDIC Rules and Regulations Part 323-Appraisal ({2-28-03 p.2239}), Section 323.2(g).

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- i. buyer and seller are typically motivated;
- ii. both parties are well informed or well advised, and acting in what they consider their best interests;
- iii. a reasonable time is allowed for exposure in the open market;
- iv. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- v. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

**Fee Simple Estate:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

**Leasehold Interest:** The right held by the lessee (the tenant or renter) to use and occupy real estate under the conditions specified in the lease.

**Leased Fee Interest:** The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

**Market Rent:** The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of the lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

**Net Lease:** A lease in which the landlord passes on all expenses to the tenant.

**Net Net Net Lease:** A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called *NNN lease*, *triple net lease*, or *fully net lease*.

**Modified Gross Lease:** A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a

modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*.

**Gross Lease:** A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full-service lease*.

**Cash-Equivalent Price:** An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.

**Value As Is** The estimate of the market value of real property in its current physical condition, use and zoning as of the appraisal date. (*Proposed Interagency Appraisal & Evaluation Guidelines, OCC-4810-33-P 20*)

**Prospective Opinion Of Value:** A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date.

**Retrospective Value Opinion:** A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date.

**Subject Property:** The property that is appraised in an assignment.

**Extraordinary Assumption** An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

**This valuation does not include any extraordinary assumptions.**

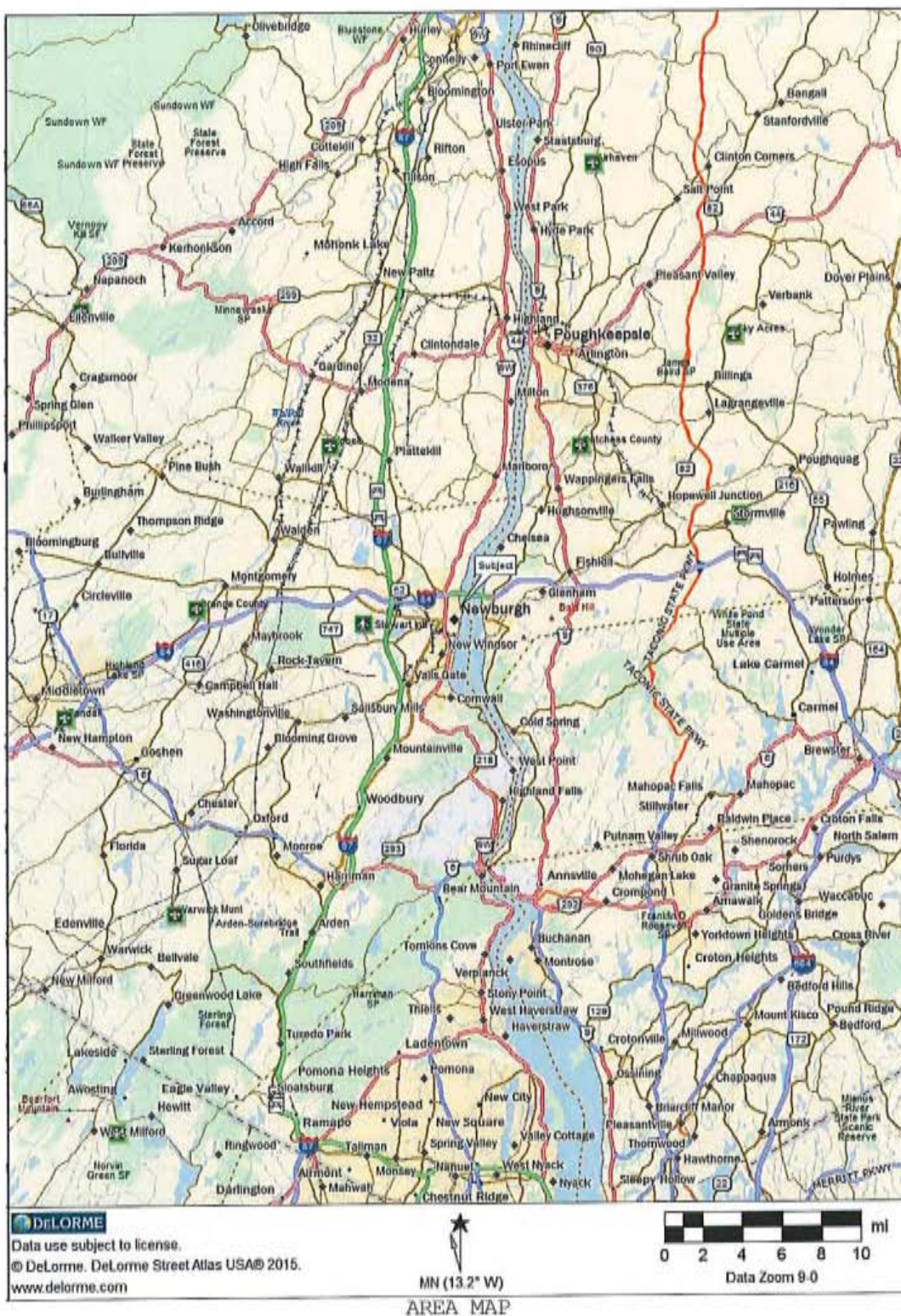
**Hypothetical Condition:** A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

**This valuation does not include any hypothetical conditions.**

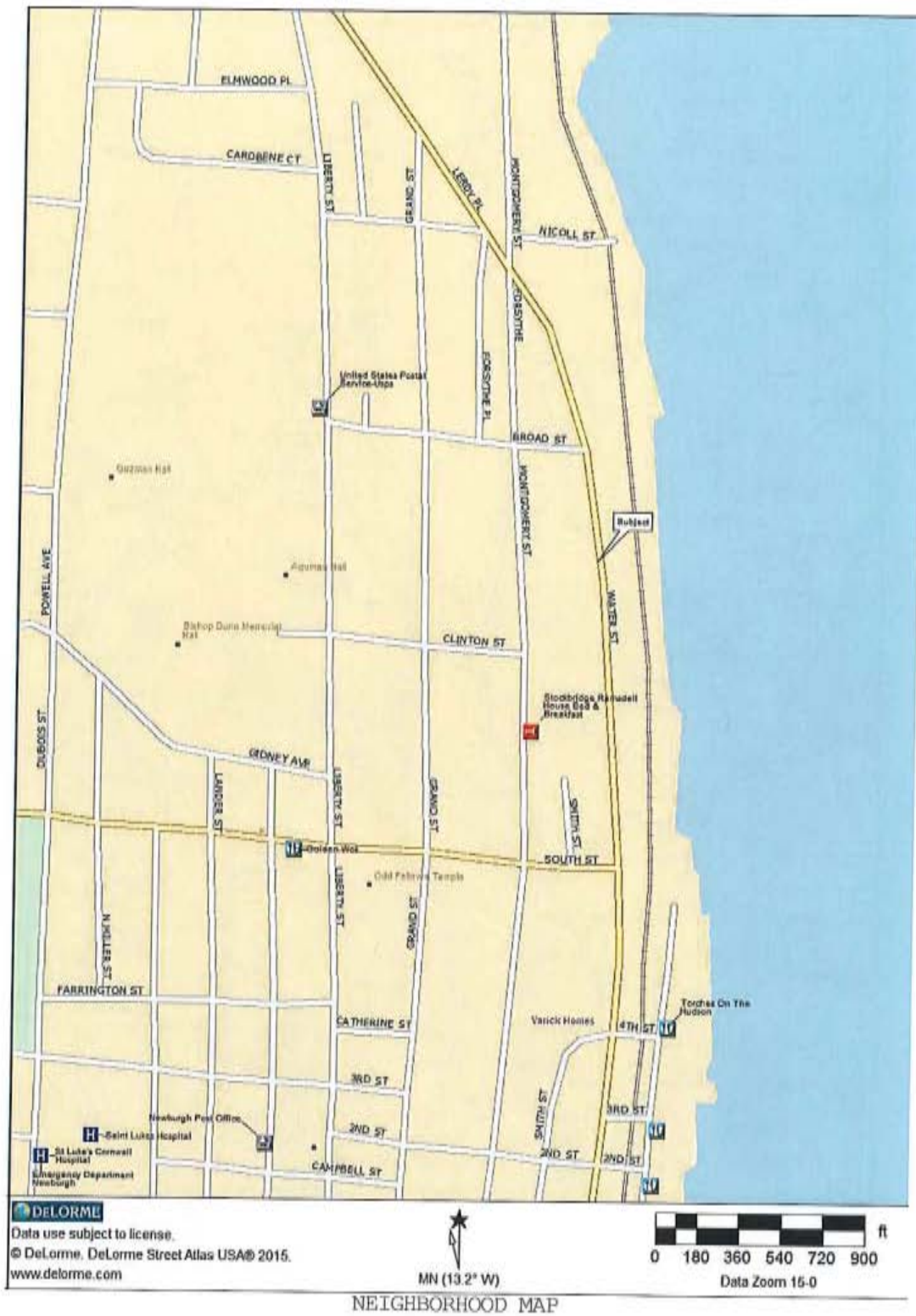
**Liquidation Value:** The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a short time period
2. The property is subjected to market conditions prevailing as of the date of valuation
3. Both the buyer and seller are acting prudently and knowledgeably
4. The seller is under extreme compulsion to sell
5. The buyer is typically motivated
6. Both parties are acting in what they consider to be their best interests
7. A normal marketing effort is not possible due to the brief exposure time
8. Payment will be made in cash in US dollars (or the local currency) or in terms of financial arrangements comparable thereto
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale









### DESCRIPTION OF THE PROPERTY

The subject property is located on the west side of Water Street at the southwest corner of the intersection of Clinton Street, in the City of Newburgh, County of Orange, State of New York. It can further be identified as Tax Map Section 10, Block 3, Lot 2.22, in the records of the City of Newburgh.

The title of ownership is held by the City of Newburgh, Deed Liber 13076, Page 1034, recorded October 28, 2010. The address of the property is 35-37 Broad Street, Newburgh, New York, 12550. The address of the subject is also known as 212-214 Montgomery Street. A portion of the subject has frontage along the east side of Montgomery Street. It is currently listed on the City of Newburgh's tax records as 35-37 Broad Street. This section of Water Street is also known as the Rev. Dr. Martin Luther King Jr. Boulevard. The Census Tract Number is 4.00.

The final 2016 assessment data is as follows:

Land	\$95,100
Building	<u>\$0</u>
Total	\$95,100

The final 2016 equalization rate for the City of Newburgh is 100.0%, which equates the assessment to a market value of \$95,100. This is less than our value of the property; if the property were to be reassessed, the assessment could be increased. It should be noted that in the City of Newburgh assessments are based upon a valuation date from the previous July.

The subject is currently tax exempt. Listed below are the tax amounts if it were taxable, based upon the above assessment and current tax rates.

Newburgh School 2016/2017	\$2,685.16 (if taxable)
City, County, 2016	<u>\$2,227.95</u>
Total	\$4,913.11

Taxes per acre: \$1,819.67/acre (if taxable)

### Area Overview

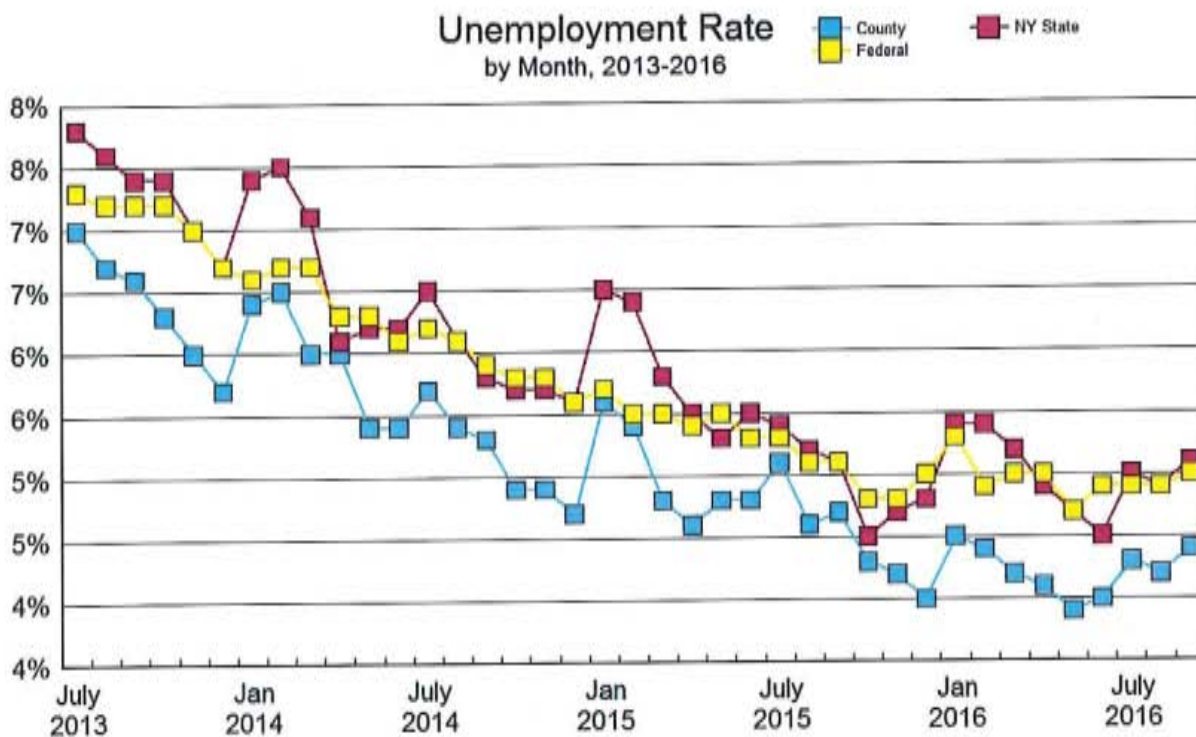
Orange County is approximately 40 miles northwest of New York City, covering more than 816 square miles from the Hudson River in the east to the Delaware River in the west. It borders Sullivan, Ulster, Dutchess, and Rockland Counties, as well as Passaic and Sussex Counties in New Jersey and Pike County in Pennsylvania. According to the U.S. Census Bureau, the 2015 population estimate for the county was 377,647, an increase of 4,834, or 1.3%, from 2010. This is a significant slow-down in growth as Orange had been one of the fastest-growing counties in the state the past few decades, and grew 9.2% from 2000 to 2010. The county is connected to New York City, Albany, Pennsylvania, Connecticut, and New Jersey via the NYS Thruway/I-87, I-84, and Route 17/I-86. Rail transportation is provided by the New Jersey Transit and Metro North-Port Jervis Line, and with the Metro North Hudson Line across the Hudson River in Beacon in Dutchess County. Stewart Airport in Newburgh offers passenger and cargo air transport, and provides, attracts, and influences local business.

Orange County is a bedroom community for New York City, with many residents commuting to jobs in or near the city. According to the *Hudson Gateway Multiple Listing Service*, 2,403 single family homes sold year to date as of 3<sup>rd</sup> quarter of 2016, an increase of 417 sales, or 21%, from 2015. The median sale price of \$229,400 was up slightly by 2% compared to the previous year. This shows a changing trend from the past few years, with fluctuating volume and slightly increasing median prices, as the housing market is struggling to recover, as seen in the following chart.



<b>Hudson Gateway Multiple Listing Service - Orange County</b>						
<b>YEAR-TO-DATE</b>	<b>TOTAL SOLD</b>	<b>% CHANGE</b>	<b>AVERAGE SALE PRICE</b>	<b>% CHANGE</b>	<b>MEDIAN SALE PRICE</b>	<b>% CHANGE</b>
YTD 9/30/2016	2,403	21.0%	\$245,009	1.4%	\$229,400	2.0%
YTD 9/30/2015	1,986	25.1%	\$241,531	-4.8%	\$225,000	-2.7%
<b>YEAR END</b>						
2015	2,748	24.2%	\$244,688	-3.1%	\$225,000	-2.2%
2014	2,212	-1.4%	\$252,485	0.6%	\$230,000	-1.9%
2013	2,243	20.2%	\$251,084	-0.9%	\$234,500	-0.2%
2012	1,866	8.6%	\$253,282	-3.8%	\$235,000	-3.5%
2011	1,718	-7.6%	\$263,276	-1.6%	\$243,500	-2.6%
2010	1,859	-8.3%	\$267,428	-3.3%	\$250,000	-3.8%

**Unemployment Rate**  
by Month, 2013-2016



The New York State Department of Labor indicates average employment of 178,300 in Orange County in 2015, up 1.4% from 2014. Unemployment was 4.7% for 2015, down from 5.5% the previous year, and has generally been staying below the state and national averages, as shown by the chart above.

There are currently 22 business parks in the county. As of the end of 2015, there was ±4.5 million square feet of Class A office space, up ±100,000 SF from the previous year, as several build-to-suit buildings were completed. The vacancy rate was around 9.5%, down from the 9.7% rate for the past two years, and continuing a slow but steady increase in occupancy. Total office space in the county, including non-Class A space, is ±5.9 million SF with a vacancy of 10.5%, substantially better than the 2015 national average of 15.7% for suburban office markets (*PwC Real Estate Investor Survey 1<sup>st</sup> Quarter 2016*).

According to the Mansfield Commercial Real Estate's 2015 *Overview of the Orange County, NY Commercial Real Estate Market*, Class A industrial space in the county totals ±21 million SF, up slightly from the previous year, which saw the completion of a ±518,000 SF UNFI building in Montgomery and a ±199,000 SF Short Line bus service center for Coach USA in Chester. At year-end 2015, nearly 1 million SF of build-to-suit industrial space was either under construction or nearing final approval and expected to break ground soon thereafter. The vacancy rate is very low at 3.3%, down from 4.0% in 2014, and much lower than the national rate of 6.8%, per CRESA. The total vacancy for industrial space in Orange County, including non-prime, was 4.8%. These low vacancies have spurred some proposed projects, including renovating older buildings as well as some spec construction.

The retail activity is mainly centered around four areas: Route 211 in Middletown/Wallkill, the Route 6/17/32 exchange in Monroe/Woodbury, Vails Gate in New Windsor, and Route 300/17K in Newburgh. While some of the larger chain stores and supermarkets were closing or downsizing, a number of new

larger stores have recently opened. According to the county's website, Orange County was expected to collect approximately \$263 million in sales tax revenue for 2015, up \$1.6 million, an increase of less than one percent, from 2014, which also saw a less than one percent increase from the previous year.

An exciting development comes from a Legoland theme park proposed for Goshen. This huge project would be the third Legoland in North America, and would employ hundreds. It has met with opposition from some local residents who have voiced concerns about traffic and water, but there has also been much support for the project.

Other additional projects proposed for Orange County include:

- The Middletown Medical Complex Development, a three-floor, 20,000 square foot medical complex, including a pharmacy, infusion center, urgent care with expanded hours, an eating disorder center and a variety of primary care and specialty physicians. This is a \$6M project located in the business section of the Town of Wallkill. As of October 2016 the Orange County IDA approved the final resolution to finance the construction of the new facility.

- Middletown Community Campus is a 232 acre site that the City of Middletown is moving forward on Phase 2 of the infrastructure improvements needed to enhance the shovel-readiness. The project will include 90 acres of undeveloped lands, as well as access roads and parking. The numerous buildings that remain from the abandoned Middletown Psychiatric Center will be prepared for adaptive reuse including the establishment of the Fei Tian Academy of the Arts and the Fei Thian College, a Chinese-American arts and music college, which will be a satellite campus to their headquarters located in Cuddebackville.

- Warwick Valley Office and Technology Corporate Park was recently established from the former Mid-Orange Correctional Facility. Star Kay



White, Inc., a syrup manufacturer, is proposing a new \$20M state-of-art facility in the corporate park. This is part of a continuing plan by the Town of Warwick to redevelop the site.

- Tuxedo Hudson Company has purchased 20 historic commercial buildings along the Tuxedo-Sloatsburg corridor to restore and rehabilitate the area as a destination for great food with focus on the Hudson Valley. The project is expected to cost \$5M with the plans to reopen the Tuxedo market in 2017.

The county has succeeded in attracting new businesses and keeping existing employers even as the economy declined and some businesses have left or downsized. This success is largely due to the extensive transportation network and proximity to New York City. These trends should continue into the foreseeable future, making Orange County a viable location for a variety of commercial and residential uses.

#### Neighborhood Overview

The city consists of historic residential areas, a waterfront commercial district, a downtown area along Broadway, and commercial and residential sections. Major employers of the City of Newburgh include St. Luke's Hospital, Mt. St. Mary's College, Orange County Community College, Central Hudson Gas and Electric, and Mastercraft Industries. Newburgh offers river-oriented recreation and commerce, as it borders on the western shore of the Hudson River. Newburgh is also home to historic Washington's Headquarters, located on Liberty Street.

The surrounding properties are generally grand, old two and three story historic residences, some of which have remained as single-family units, with the majority having been converted to multi-family housing. Many of the residences in the immediate area and some on the surrounding streets have been restored to their original grandeur. To the north is a 13 lot residential development that was built in early 2000's. Across the street is the former Regal Bag Factory, which has recently added artist's loft

units. Nearby is the Newburgh Public Library, and just south is the recently developed Newburgh waterfront, containing a variety of restaurants, a small riverside park, and a marina. The Ferry Crossing Condominiums are just to the north. A more developed commercial district is situated to the southwest, along Broadway, which is a four lane thoroughfare lined with shopping and services, with curbside and municipal parking available.

Water Street is a paved two lane street, heavily traveled, which runs north and south past the subject. Broad Street is a paved two lane street which runs east and west past the north end of the subject. Montgomery Street is a paved two lane street which is one way heading south past a small portion of the subject. Water Street, Broad Street and Montgomery Street provide good access to the subject property, with connections to major highways including I-84 and Route 9W approximately 1 mile away.

The land around the subject is approximately 97% improved, with the little remaining vacant land generally utilized as parking. There is additional urban renewal land in the area.

According to the Census Bureau, the 2015 population of the City of Newburgh was 28,290, which is a 2.0% decrease from the 2010 census.

The subject is situated within the Newburgh Enlarged City School District.

#### **Market Overview**

The subject is located on the very eastern edge of the City of Newburgh and much of it has potential Hudson River Views.

Residential single family house values have gone down noticeably in the past five years within the City of Newburgh.

The average and median sale prices are as follows, as per the Greater Hudson Valley MLS:



YEAR	AVERAGE SALE PRICE	MEDIAN SALE PRICE	VOLUME OF SALES
2012	\$112,868	\$92,000	56
2013	\$114,917	\$92,500	62
2014	\$120,264	\$102,250	92
2015	\$105,104	\$85,950	78
2016	\$93,666	\$69,000	107

The volume of sales in recent years have increased but the average sale price and the median sale price has declined in recent years. The current residential tax rate at 5.1% of value, is by far the highest in the county and puts real estate at a disadvantage compared to much lower surrounding municipalities.

Most of the larger new projects within the city in recent years have been institutional or not for profits.

Residential development is slow in the City of Newburgh. The homes in the cities tend to sell for far less than the remainder of the county, where the 2016 year to date median sales price is currently \$227,500 making Newburgh an affordable place to buy. As is typical of small cities in the area, for the past few years both the residential and the commercial market have been declining or flat.

The waterfront area was identified by the Leyland Group as a potential larger scale development site but they have since pulled out. The Foundry started to work on Phase III but never progressed far. Rolling Acres/Sunset Ridge, a 32 lot subdivision in the west end of the city, sold five houses in 2008 but was foreclosed on and it was then sold. The realtor, Judy New from Village Green Realty, stated in December of 2016 that there have been no new sales, and that many people are interested in purchasing these new homes where the prices start at \$224,000, but the anticipated taxes of \$13,000 to \$14,000 per year are chasing away all of the prospective buyers.

Habitat for Humanity continues to renovate and build new homes throughout the eastern end of the City. After recently completing dozens of

residences along and near East Parmenter Street, they are now working on several homes along South Miller Street and Clark Street.

The Newburgh Community Land Bank has completed a few projects of mixed-use buildings and apartment buildings with more projects planned.

There have been several building renovations scattered across the east side of the City in recent years.

The Regal Bag building located across the street from the subject is currently offering artist lofts for rent.

The subject is a vacant parcel of residential land. It is considered a larger parcel in the City of Newburgh where most of the parcels are less than a quarter of an acre. As the City of Newburgh is nearly built out, there are only a few similar properties in the City, particularly with river views. These properties are located further south along Water Street.

The subject is moderately suited to this market. It is larger than many of the other properties of this type and it has partial river views and it should generate interest from developers. The high property taxes in the City of Newburgh have been a negative influence on new development. It is anticipated that the demand for such properties will remain steady in the near future.

#### Land

The subject parcel totals  $\pm 2.7$  acres, according to assessor's maps. No survey or site plan was provided to us.

Size:	$\pm 2.7$ acres
Frontage:	$\pm 865.0$ feet along Water Street, $\pm 129.0$ feet along Broad Street, 64.0' along Montgomery Street; adequate for ingress and egress
Access:	One curb cut along Montgomery Street, no curbing along Broad Street, and no curb cuts along Water Street.
Shape:	Irregular and somewhat rectangular with a small section that extends west to Montgomery Street; the shape does not significantly impact development or value.
Topography:	Above the street grade of Water Street, below the street

grades of Broad and Montgomery Streets; slopes up significantly from east to west, or from Water Street to Montgomery Street. The property also has a downward slope from north to south. Sections along the rear, or western edge have strong slopes; does significantly impact development and value. Site is mostly cleared along the front or eastern portion, with some scattered overgrown brush areas along the entire western edge, and some larger trees and brush along the rear middle section and the northeastern end.

- Wetlands: There do not appear to be any significant wetlands on the property.
- Easements/ROWs: No adverse easements or rights-of-way noted that would significantly affect the property or the value. According to the client, there are no underground utilities on the property that would impact value.
- Utilities: Electricity, natural gas and municipal water and sewer are available to the site.
- Flood Plain: Not within a flood plain, per FEMA Flood Insurance Rate Map for the City of Newburgh, Community Number 360626, Panel 144, dated August 3, 2009.
- Other: There are retaining walls at the rear, some that look unstable, but they appear to be on adjoining properties.





FRONT VIEW LOOKING NORTHWEST



FRONT VIEW LOOKING SOUTHWEST



VIEW OF SUBJECT FROM BROAD STREET LOOKING SOUTH



CENTRAL SECTION OF SUBJECT LOOKING WEST



CENTRAL PORTION OF SUBJECT LOOKING WEST



OLD FOUNDATION





WATER STREET LOOKING NORTH



WATER STREET LOOKING SOUTH



MONTGOMERY STREET LOOKING NORTH



MONTGOMERY STREET LOOKING SOUTH

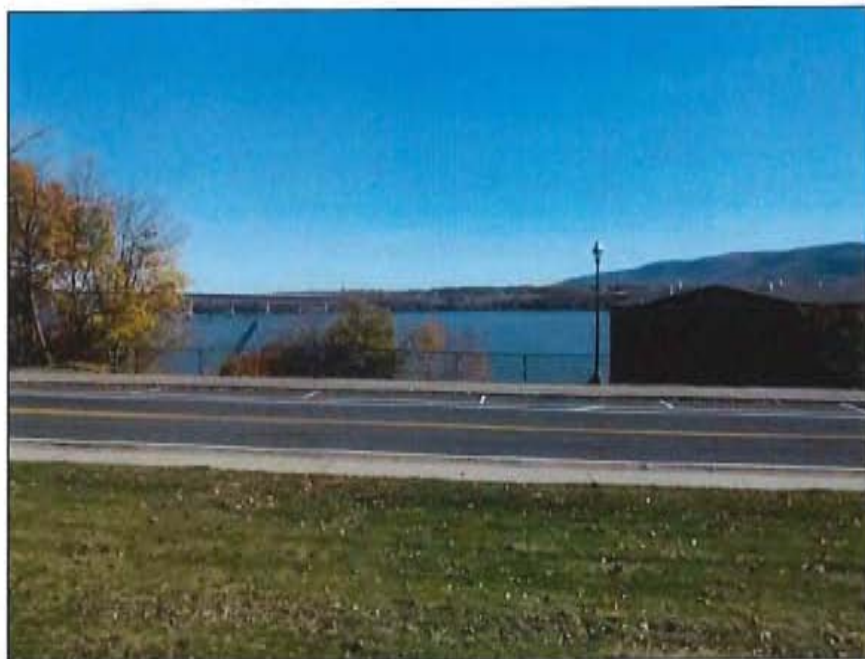




BROAD STREET LOOKING EAST



BROAD STREET LOOKING WEST



RIVER VIEW



RIVER VIEW



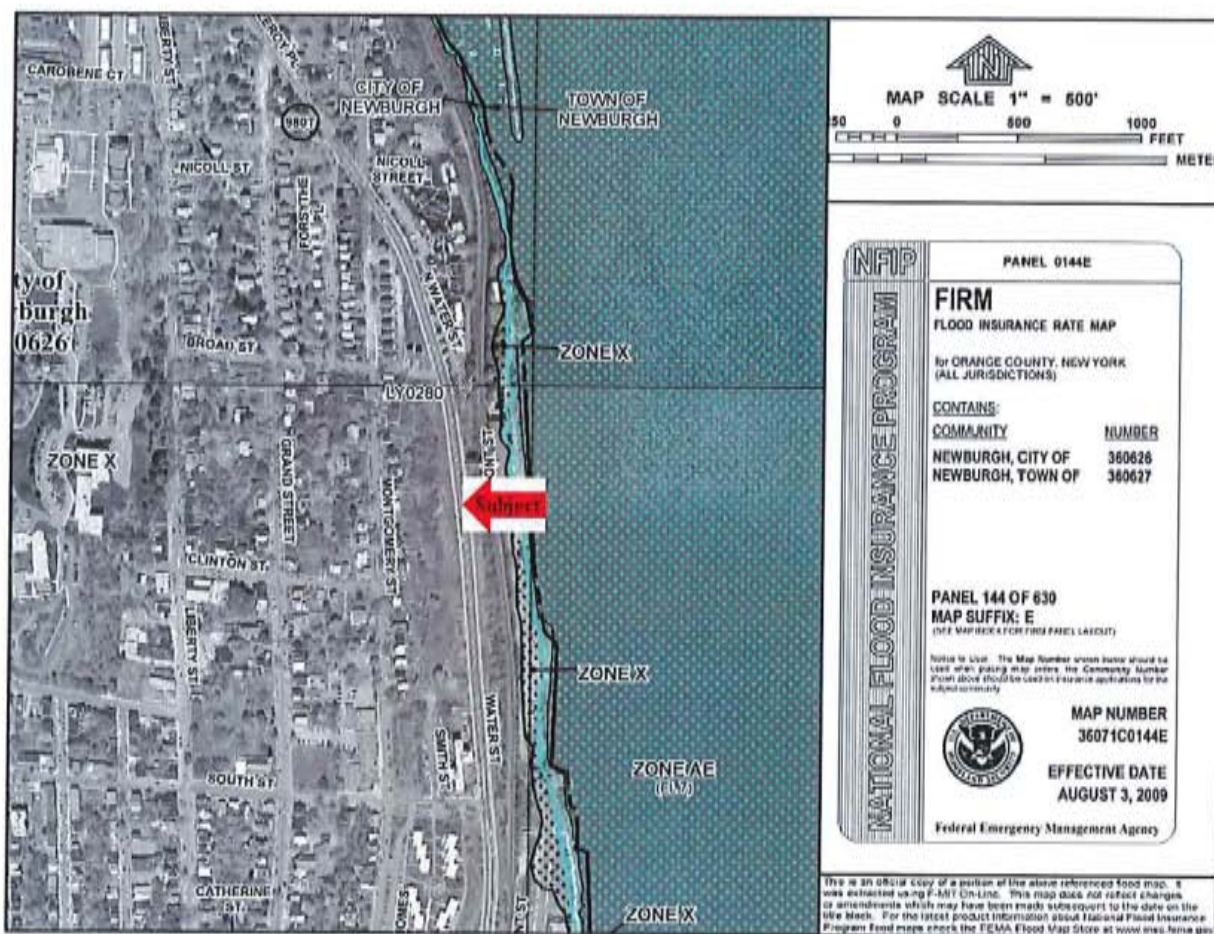


AERIAL VIEW



TAX MAP  
SECTION 10, BLOCK 3, LOT 2.22





FLOOD MAP



TOPOGRAPHICAL MAP FROM THE ORANGE COUNTY GIS SYSTEM





**1 inch = 75 Feet**

**THE NEW YORK UNIVERSITY LIBRARY**

LFF  
10/26/16

## WATER &amp; SEWER LINE MAP

Blue Lines Are Water Lines

Green Lines Are Sewer Lines

Brown Lines are Storm Sewer Lines

VALUATION CONSULTANTS, INC.

### Zoning

The subject property is located in the City of Newburgh, County of Orange, State of New York, and is situated in a RL Zoning District. This is a Low Density Residential District. The following regulations shall apply in all RL Districts.

A. Permitted Uses:

1. Row or attached dwelling (townhouse).
2. Cooperative house.
3. Parks, open space, and recreational facilities.

B. Permitted Uses, Subject to Site Plan Review:

1. Two or three family dwelling.
2. Two family detached dwelling.
3. One family detached dwelling.
4. Cemetery.
5. College or university.
6. Community center.
7. House of worship.
8. Child day care (also a Special Permitted Use).

C. Special Permitted Uses:

1. Bed & breakfast (also an Accessory Use).
2. Boarding house.
3. Customary home occupation (also an Accessory Use).
4. Parking lot.
5. Community parking lot.
6. Child day care (also a Permitted Use, Subject to Site Plan Review).
7. Cottage industry.
8. Agriculture.

D. Accessory Use:

1. Accessory apartment.
2. Bed & breakfast (also a Special Permitted Use).
3. Short term in home lodging.
4. Customary home occupation (also a Special Permitted Use).
5. Dormitories.

E. The Schedule of Bulk, Area and Parking Regulations is on the following page.

Further information and clarification may be obtained by consulting the City of Newburgh Zoning Ordinance. Most uses allowed are subject to the above minimum requirements.



**Schedule of Bulk, Area and Parking Regulations  
Single Family Residential/ Low Density Residential**

Use	Use Type*	Minimum Area Lot (sq. feet)	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Front Yard (feet)	Minimum Side Yard Each (feet)	Minimum Rear Yard (feet)	Maximum Height (Stories)	Maximum Height (feet)	Maximum Lot Coverage %	Off-Street Parking Required
One-family detached dwelling, Two or Three Family Dwelling (new construction) (1)	P	2500	25	95	15	10	20	3	40	30%	2 per dwelling unit
Row or Attached Townhouse	P	2500	25	95	10	5	20	3	40	40%	1 per dwelling unit
Two or Three Family dwelling within a pre-existing building	P	2500	25	95	15	10	20	3	40	30%	2 per dwelling unit
Residential Care Facility	S	2500	25	95	10	5	20	3	40	30%	As determined by Planning Board
Cooperative House (2)	P	2500	25	95	15	10	20	3	40	30%	2 per 3 bedrooms, or portions thereof
Bed & Breakfast	A, S	2500	25	95	10	5	20	3	40	30%	1 per guest room, 1 for dwelling unit
Boarding House	S	3500	30	80	10	5	20	3	40	40%	2 per 3 bedrooms, or portions thereof
Child Day Care	S	2500	25	95	15	10	20	3	40	30%	2
Home Occupational/Home Professional Office	A, S	2500	25	95	15	10	20	3	40	30%	dwelling unit requirement plus 1 per non-resident employee
Accessory	P*	40,000			20	20	20	2	25	As determined by Planning Board	
College/University	P*				As Determined by City Planning Board and in accordance with facility master plan *						
Community Center	S	5000	40	95	15	10	20	3	40	50%	
Community Parking Area	S	2500			3	5	5	4			
Convenience Store	S	2500	25	95	15	10	20	3	45	60 percent	1 per 500 sq. ft.
House of Worship	P*	5000	45	95	15	10	20	3	40	50%	As determined by Planning Board
Private Recreational Facilities	A	5000	45	95	15	10	20	3	40	50%	As determined by Planning Board
Public Parks, Playgrounds	P										As determined by Planning Board
Agriculture	S										As determined by Planning Board

\*Single family residential is the only use permitted in the Single Family Residential District.

- 1) A detached dwelling may have less than the required side yard on one side if a ten-foot side yard is provided by the adjacent use along the same lot line AND where the dwelling provides a ten-foot minimum side yard along the other side.
- 2) Parking subject to Article IX.
- 3) Cooperative Houses in existence at the time this Chapter is adopted, must submit a complete application for a Special Permit to the City Planning Board within six months of this Chapter's adoption.

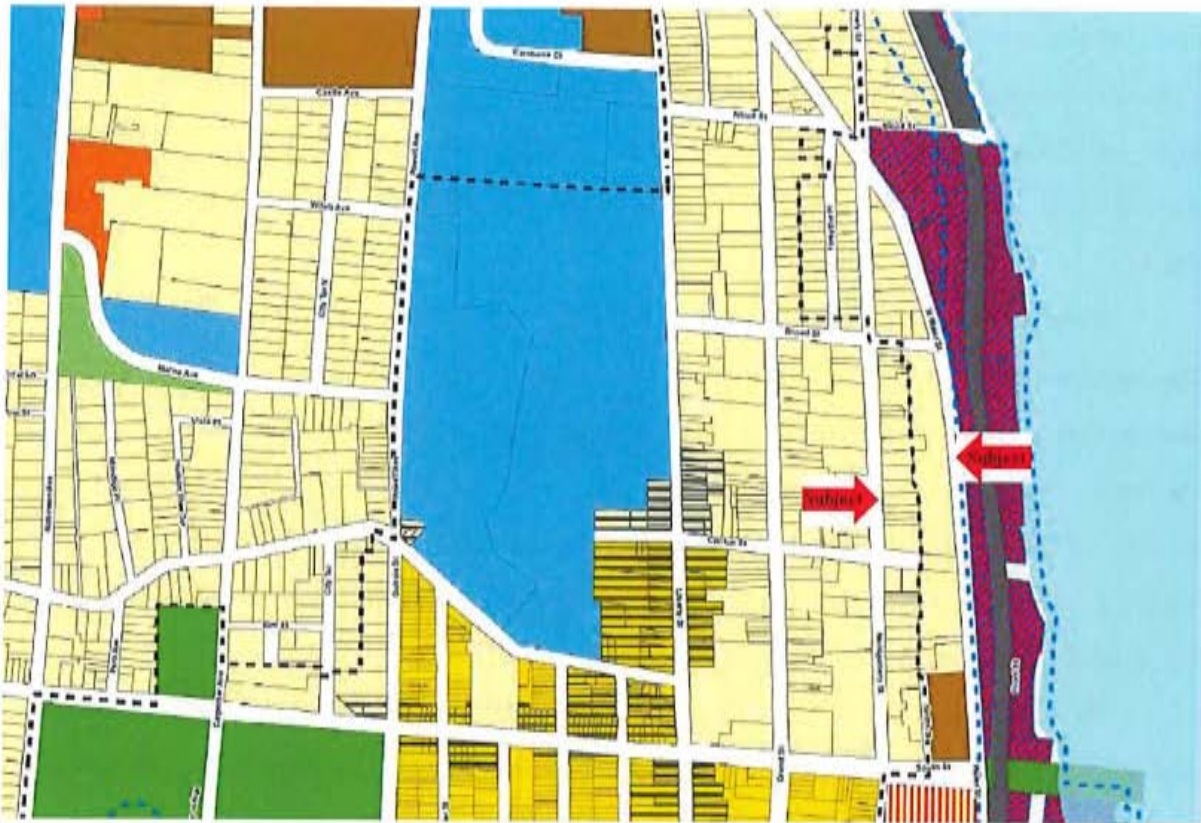
Accessory structures and uses are permitted pursuant to Section 300A-31, Accessory Uses and Structures, as well as other applicable sections of this Chapter.

**ZONING: HISTORIC OVERLAY**

In addition to the zoning, a small portion of the subject property is located within an Historic Overlay District. The Historic and Architectural Design Overlay Districts were created for the "protection, enhancement and perpetuation of historic, architectural and cultural structures, buildings and properties... Designation of a historic district or architectural design district represents an amendment to the current local zoning law and map, and is done in accordance with the procedures contained in §300-9 of the zoning law and in accordance with §83 of the General Law of the State of New York."

Properties in the Historic Overlay District require a Certificate of Appropriateness for "any exterior alteration, restoration, reconstruction, demolition, new construction or moving of a landmark," as well as "any material changes in the appearance of such a property, its light fixtures, signs, sidewalks, fences, steps, paving or other exterior elements visible from a public street or alley which affect the appearance and cohesiveness of a district and its designated properties..."

The City created the City of Newburgh Architectural Review Commission, which reviews applications for changes to properties in the Historic and Architectural Design districts.



# ZONING MAP

RL ZONE- LOW DENSITY RESIDENTIAL ZONE

Note: A small portion of the subject is located in the Historic District- the portion with frontage along Montgomery Street



### Highest and Best Use

The Highest and Best Use may be defined as: *"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum productivity".*<sup>1</sup> This implies that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals, as well as the benefits of that use to individual property owners.

*The Appraisal of Real Estate, 14<sup>th</sup> Edition*, also makes the distinction between the highest and best use of a property as if vacant, and as it is improved. "In addition to the four tests of highest and best use, the...definition... implicitly includes the idea that the highest and best use analysis is viewed from two perspectives: the use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements (and) the use that should be made of a property as it exists (i.e., considering the current improvements). The highest and best use of land as though vacant and the highest and best use of the property as improved are connected but distinctly different concepts."<sup>2</sup> Further consideration must then be given to the dynamic attributes of the subject site, as well as past, present, and future market conditions in order to determine the subject's highest and best use, as if vacant.

### Highest and Best Use as Vacant

Highest and best use of land or a site as vacant is defined as, *"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination.*

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<sup>1</sup> *The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Ed.*, (Chicago: Appraisal Institute, 2015), Page 109

<sup>2</sup> *The Appraisal of Real Estate, 14<sup>th</sup> Ed.*, (Chicago: Appraisal Institute, 2015), Page 336

*The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."*<sup>3</sup>

The subject lot totals 2.7 acres and has adequate frontage. Electricity, natural gas and municipal water and sewer are available. It is situated within a RL zone, which is a Low Density Residential district. A variety of residential uses are allowable by right within this zone, including row or attached dwelling (townhouse), cooperative house, parks, open space, and recreational facilities.

In addition, permitted uses subject to Site Plan review include two or three family dwelling, two family detached dwelling, one family detached dwelling, cemetery, college or university, community center, house of worship, child day care.

Special permitted uses include bed & breakfast, boarding house, customary home occupation, parking lot, community parking lot, child day care, cottage industry, agriculture.

The parcel appears to be a conforming lot that meets the minimum dimensions required for residential development.

The highest and best use would be for residential development, based upon the zoning, location, surrounding land use, and the size and configuration of the subject lot.

The typical user of this property would be residential occupants. The most likely buyer would be a developer that would construct residential housing.

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<sup>3</sup> Ibid

### **The Sales Comparison Approach to Value**

To establish a Market Value for the subject property, the Sales Comparison Approach was utilized. The market area was examined for sales of vacant land purchased for residential development. There have been limited sales of similar parcels in the City of Newburgh, so the search was expanded to include similar communities in Orange and Dutchess Counties. Four of the most similar sales were chosen for comparison.

A sale that was considered, but not utilized, is a pending sale of 3.14 acres located along Wolcott Avenue in the City of Beacon. This property is owned by the City of Beacon and the intended purchaser, Kenneth Kearney, plans on developing it as affordable housing. Since it is being purchased to be developed as affordable housing, rather than market rate housing, this sale was deemed not comparable since developers of affordable housing projects typically pay a premium for these types of sites due to the tax credits/breaks that they receive, and they typically only close on the property if, and when, they receive the tax credits/benefits. In addition, the sale has not yet closed.

The properties were compared on a per-acre basis, as that is typically the unit of measure when comparing residential properties with no approvals. No abnormal conditions of sale, including financing and property rights transferred, were found in any of these transactions that would significantly impact upon value with the exception of Sales 1 and 2 which were both purchased by the adjacent property owners, and they had enhanced motivation which resulted in a downward adjustment for Conditions of Sale. In addition, Sale 3 was sold at an auction and after it had been foreclosed. This sale is a new single family subdivision in the City of Newburgh. An upward adjustment was made for the Conditions of Sale.

The sales date back to 2013; values for vacant land such as this were generally decreasing after 2007 but appear to have leveled off by 2013, and



so no adjustments were required for changing market conditions.

The properties were adjusted for differences as compared to the subject in location, size, utility, zoning and topography as shown below. Where the comparable property is considered superior to the subject, a negative adjustment is indicated; if the comparable is inferior, a positive adjustment was made.

Land Sale 1 is located along Meadow Hill Road in a superior Town of Newburgh location. The comparable sold subject to approvals so a downward utility adjustment was made. The sale has superior topography which resulted in an adjustment.

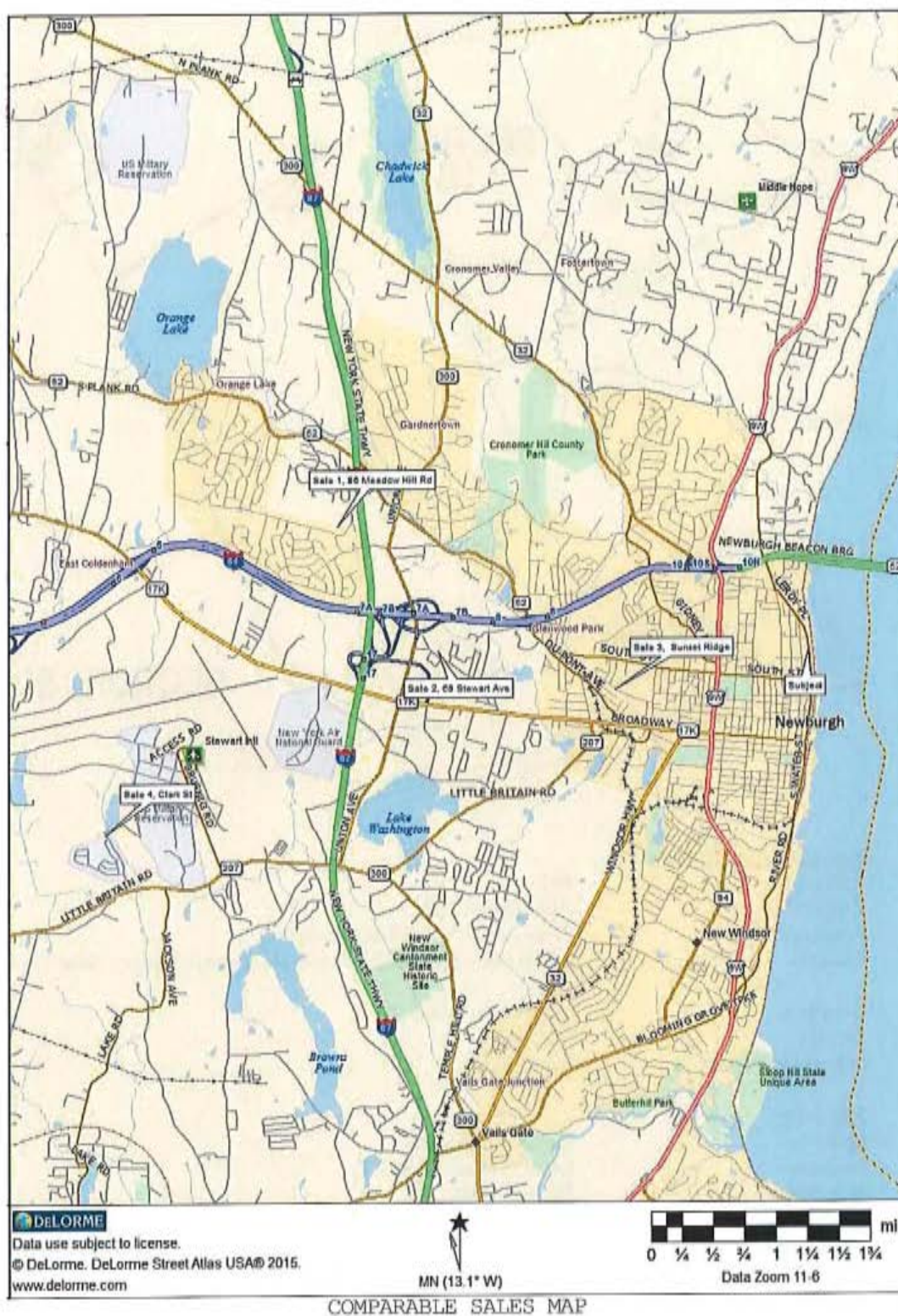
Land Sale 2 is set along Stewart Avenue in a Town of Newburgh location deemed superior. An enhanced utility adjustment was required since the comparable had approvals and it had a house and a community center. A topography adjustment was made.

Land Sale 3 is situated along Orchard Street in an inferior City of Newburgh location. A significant utility adjustment was made as it had approvals, and it had portions of the roads and infrastructure in place, as well as 5 existing partially built houses, 3 of which were nearly completed. A topography adjustment is indicated.

Land Sale 4 is located along Clark Street in a superior Town of New Windsor location. A size adjustment was made since the comparable is larger, as typically larger parcels sell for less than do smaller parcels on a per acre basis. The comparable had full approvals at the time of sale which resulted in a utility adjustment. The comparable's superior topography resulted in an adjustment.

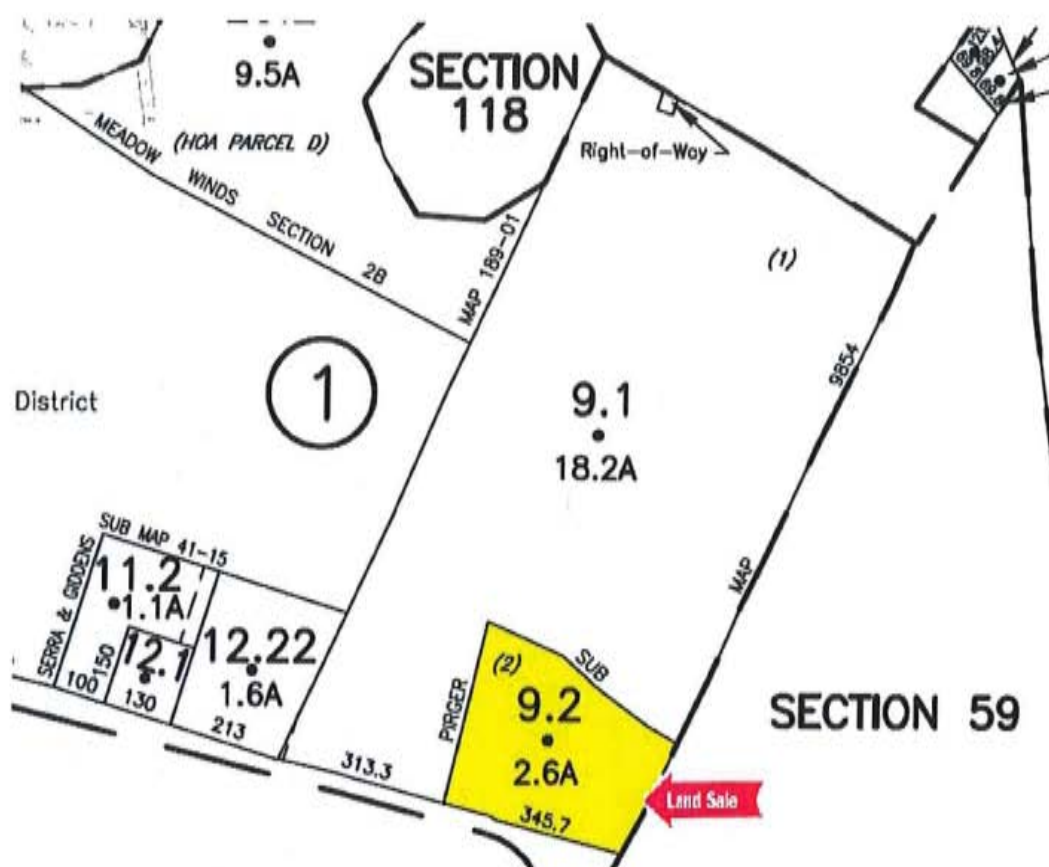
After adjustments for differences, the sales indicate a range in value from \$66,477 to \$115,513 per acre. We favor a mid-point value.

The indicated value of the subject property "as is," via the Sales Comparison Approach, is \$90,000 per acre, or **\$245,000** (rounded).





## Land Sale No. 1

**Property Identification**

<b>Record ID</b>	6923
<b>Property Type</b>	Apartments, 329
<b>Property Name</b>	Proposed Golden Vista Apartments
<b>Address</b>	86 Meadow Hill Road, Newburgh , Orange County, New York 12550
<b>Location</b>	Newburgh, Town of
<b>Tax ID</b>	60-1-9.2
<b>School District</b>	Newburgh

**Sale Data**

<b>Grantor</b>	Pirger, Thomas M.
<b>Grantee</b>	DRA Meadow Hill LLC
<b>Sale Date</b>	December 01, 2015
<b>Deed Book/Page</b>	13980/478
<b>Verification</b>	Other sources: County records, planning board minutes, Confirmed by Christine Bell

**Land Sale No. 1 (Cont.)**

<b>Sale Price</b>	\$364,000
<b>Cash Equivalent</b>	\$364,000

**Land Data**

<b>Zoning</b>	R-3, Residence
<b>Topography</b>	Generally level
<b>Utilities</b>	Municipal water and sewer available
<b>Shape</b>	Irregular

**Land Size Information**

<b>Gross Land Size</b>	2.577 Acres or 112,254 SF
<b>Planned Units</b>	24
<b>Front Footage</b>	346 ft Meadow Hill Road;

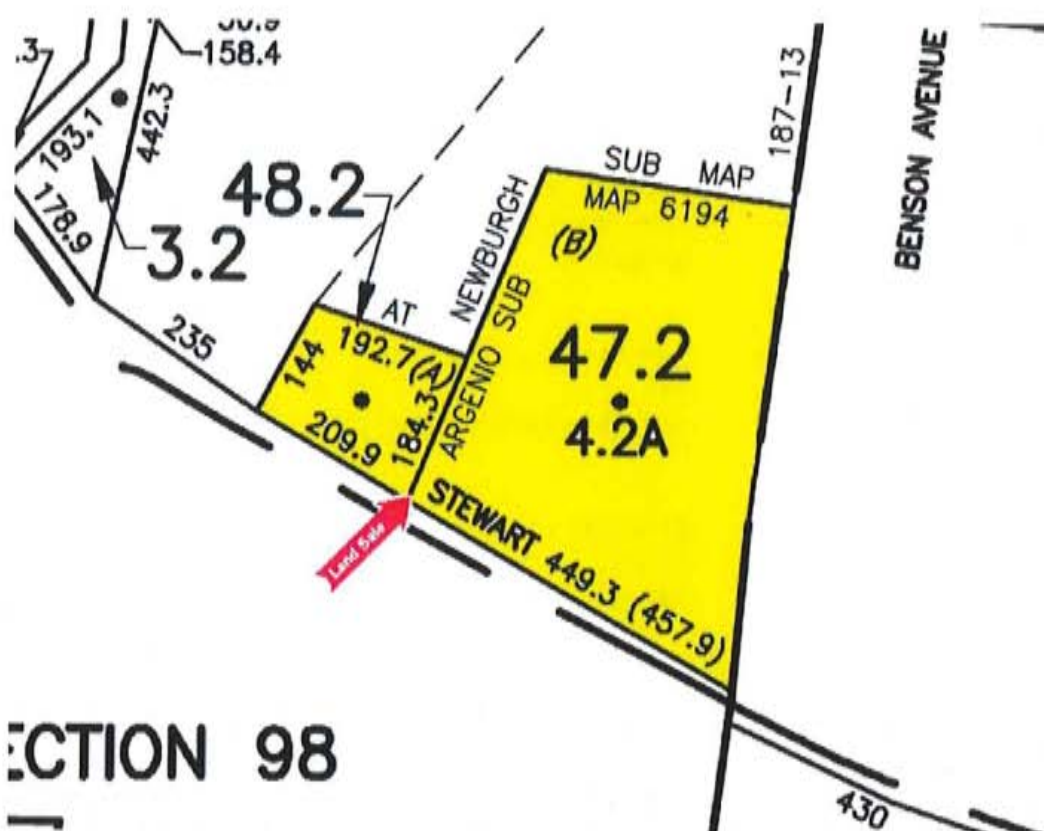
**Indicators**

<b>Sale Price/Gross Acre</b>	\$141,250
<b>Sale Price/Gross SF</b>	\$3.24
<b>Sale Price/Planned Unit</b>	\$15,167

**Remarks**

Residential land totaling 2.577 acres that is proposed to be consolidated with the adjoining parcel #60-1-9.1. It is proposed to be improved with an additional 24 rental apartments with an accessory maintenance and storage building that will be part of the adjoining 161 unit Golden Vista apartment complex. At the time of the sale there was a one-story garage structure that will be renovated as the maintenance and storage building. The project will be a unified 185 unit apartment complex with 21 units dedicated to senior housing.

## Land Sale No. 2



## SECTION 98

Property Identification

Record ID	6779
Property Type	Apartments, 329
Address	68 & 74 Stewart Avenue, Newburgh, Orange County, New York 12550
Location	Newburgh, Town of
Tax ID	97-1-47.2
APN	97-1-48.2
School District	Newburgh

Sale Data

Grantor	Newburgh Jewish Community Center Inc.
Grantee	DRA Fidelco Newburgh, LLC
Sale Date	January 15, 2014
Deed Book/Page	13707/910
Verification	D. Sanford - representative of seller; October 18, 2010; Other sources: Appraisal records, county records, Confirmed by Greg Langer

**Land Sale No. 2 (Cont.)**

<b>Sale Price</b>	\$562,500
<b>Cash Equivalent</b>	\$562,500

**Land Data**

<b>Zoning</b>	R-3, Residential
<b>Topography</b>	Rolling with rise from front
<b>Utilities</b>	Municipal water and sewer available
<b>Shape</b>	Irregular

**Land Size Information**

<b>Gross Land Size</b>	4.950 Acres or 215,622 SF
<b>Planned Units</b>	29
<b>Front Footage</b>	659 ft Stewart Avenue;

**Indicators**

<b>Sale Price/Gross Acre</b>	\$113,636
<b>Sale Price/Gross SF</b>	\$2.61
<b>Sale Price/Planned Unit</b>	\$19,397

**Remarks**

Two adjacent parcels totaling 4.95 acres. Lot #47.2 totals 4.20 acres and lot #48.2 totals 0.75 acre. The topography is rolling with a rise from road frontage to the center. The combined total of frontage along Stewart Avenue is 659.2 feet.

The parcels were purchased with two existing structures, a single family home totaling 1,374 sf and a converted residence that was utilized as a community service building and totals 2,965 sf. Both built in 1950 and are in average condition. There is also a barn, which is in disrepair and has no contributing value.

The property was purchased without approvals, with intent to consolidate with the existing 26.67 acre parcel containing 160 apartment units in the Summit Lane development. The expansion will consist of the development of two buildings, each containing eight two-bedroom and six one-bedroom apartments for a total of twenty-eight rental units. The existing single-family home will be utilized as a 29th rental unit. The community service building will be converted to provide tenants community storage and the existing barn will be demolished. The expansion will utilize the same access road as the existing development. Additional storm water detention facilities will be constructed. In August 2015 the purchaser has applied for approvals.



## Land Sale No. 3

Property Identification

<b>Record ID</b>	5827
<b>Property Type</b>	Subdivision w/ Approvals, 329
<b>Property Name</b>	Rolling Acres Sunset Ridge (Auction sale)
<b>Address</b>	Orchard Street & Morris Avenue, Newburgh , Orange County, New York 12550
<b>Location</b>	Newburgh, City of
<b>Tax ID</b>	14-2-16.12 & 16.13, 14-3-58, 26-3-3.1, 3.2, 3.3, 5.1, 5.2, 5.3, 58.1-58.7, 62 & 67-76
<b>School District</b>	Newburgh

Sale Data

<b>Grantor</b>	TD Bank NA
<b>Grantee</b>	Ionic Properties LLC
<b>Sale Date</b>	July 30, 2013
<b>Deed Book/Page</b>	13624/1822

**Land Sale No. 3 (Cont.)**

<b>Conditions of Sale</b>	Auctioned
<b>Verification</b>	Rich Pasiut-Key Properties; 845-565-6100, September 12, 2014; Other sources: Appraisal records, Confirmed by Greg Langer
<b>Sale Price</b>	\$440,000
<b>Cash Equivalent</b>	\$440,000

**Land Data**

<b>Zoning</b>	R-1, Single Family Residence
<b>Topography</b>	Lightly rolling, generally level
<b>Utilities</b>	Natural gas, municipal water and sewer
<b>Shape</b>	Irregular

**Land Size Information**

<b>Gross Land Size</b>	5.280 Acres or 229,997 SF
<b>Actual Units</b>	27
<b>Front Footage</b>	Orchard Street; Hawthorne Avenue;

**Indicators**

<b>Sale Price/Gross Acre</b>	\$83,333
<b>Sale Price/Gross SF</b>	\$1.91
<b>Sale Price/Actual Unit</b>	\$16,296

**Remarks**

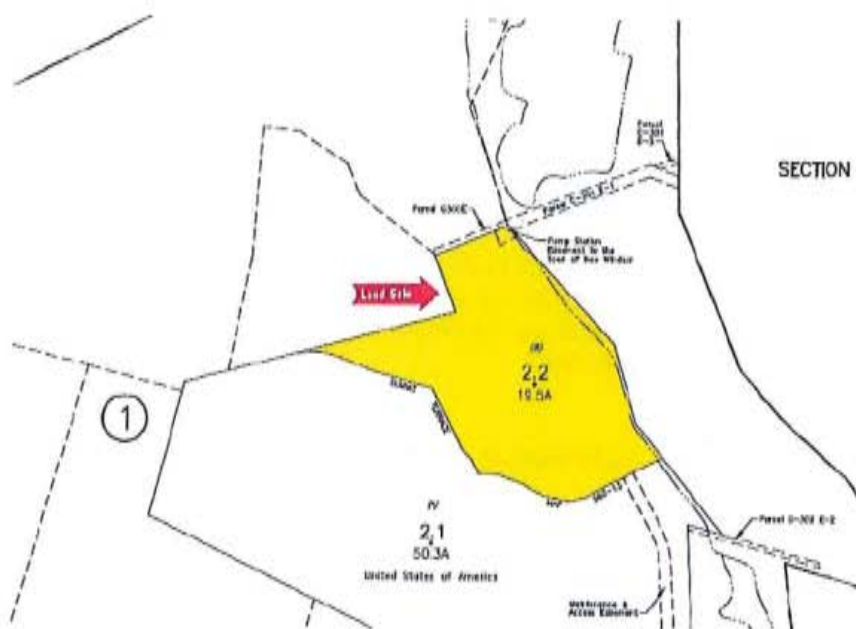
The entire subdivision was purchased at an auction. The property consists of 27 lots within a larger 32 lot subdivision known as "Sunset Ridge". The lots range in size from .17 to .47 acres with an average size of .18 acres, and are accessed via two roads. Orchard Street provides access to eight lots and ends in a cul-de-sac. Lot 11, 15-19 and 22 are accessed from this road. Morris Avenue provides access to lots 1-10 and 23-32. The subdivision is located in an R-1, single family residential zoned district.

As of April 2011 the majority of the site work and improvements have been completed, including one road, the majority of the second road and most of the utility connections. The developer estimates that \$968,000 in site work has been completed, which equates to \$30,000 per lot based on 32 lots, with approximately \$180,000 remaining.

As of May 2013, a portion of the site work and improvements have been completed including one road, a portion of the second road, and most utility connections. Five homes were currently in various stages of construction, three of which were completed or nearly complete. The model home is completed and located on Lot 17. There are two homes that are nearly completed on Lots 18 and 19, both lots need minor finishing.

At the time of the sale the parcel had 5 partial homes up, with additional roads to access 20 lots needed to be completed.

## Land Sale No. 4

Property Identification

<b>Record ID</b>	6666
<b>Property Type</b>	Apartments, 329
<b>Property Name</b>	Summit Terrace
<b>Address</b>	Clark Street, New Windsor , Orange County, New York 12553
<b>Tax ID</b>	96-1-2.2
<b>School District</b>	Washingtonville School District

Sale Data

<b>Grantor</b>	Atlantic Marine Corps Communities LLC
<b>Grantee</b>	DRA Fidelco New Windsor LLC
<b>Sale Date</b>	January 23, 2014
<b>Deed Book/Page</b>	13716/304
<b>Verification</b>	Assessor, SalesWeb; Confirmed by Todd Wiley

<b>Sale Price</b>	\$2,650,000
<b>Cash Equivalent</b>	\$2,650,000

Land Data

<b>Zoning</b>	R-5, Multiple Residential
<b>Topography</b>	Mostly level



**Land Sale No. 4 (Cont.)**

<b>Utilities</b>	Gas, electric, water & sewer
<b>Shape</b>	Irregular

**Land Size Information**

<b>Gross Land Size</b>	19,500 Acres or 849,420 SF 270
------------------------	-----------------------------------

**Indicators**

<b>Sale Price/Gross Acre</b>	\$135,897
<b>Sale Price/Gross SF</b>	\$3.12
<b>Sale Price/ Unit</b>	\$9,815

**Remarks**

A 19.5 acre parcel that sold with full approvals to construct a 270 unit apartment complex. Located along Rt 207 3/4 mile west of the entrance to Stewart Airport. Construction started in the fall of 2014. There will be 126 one bedroom units, and 144 two bedroom units. Will have nine 29 unit buildings, each with 18 garages, and one 9 unit building with 10 garages. The project will also have a clubhouse.

This property was formerly excess land of the Stewart Terrace military housing project. Access is via an easement through Stewart Terrace. It is not affiliated with Stewart Terrace and it will be a market rent based apartment project.

## SALES COMPARISON APPROACH ANALYSIS

SALE	SUBJECT	1	2	3	4
SALE PRICE		\$364,000	\$562,500	\$440,000	\$2,650,000
LAND SIZE (Acres)	2.700	2.58	4.95	5.28	19.50
PER ACRE		\$141,250	\$113,636	\$83,333	\$135,897
PROP RIGHTS CONVEYED		0%	0%	0%	0%
ADJUSTED PRICE		\$141,250	\$113,636	\$83,333	\$135,897
FINANCING TERMS		0%	0%	0%	0%
ADJUSTED PRICE		\$141,250	\$113,636	\$83,333	\$135,897
CONDITIONS OF SALE		-10%	-10%	10%	0%
ADJUSTED PRICE		\$127,125	\$102,273	\$91,667	\$135,897
DATE	Nov 2016	Dec 2015	Jan 2014	Jul 2013	Jan 2014
MARKET CONDITIONS		0%	0%	0%	0%
ADJUSTED PRICE		\$127,125	\$102,273	\$91,667	\$135,897
LOCATION	Water St C. Newburgh Good	Meadow Hill Rd T. Newburgh Superior	Stewart Ave T. Newburgh Superior	Orchard St C. Newburgh Inferior	Clark St New Windsor Superior
		-10%	-10%	15%	-10%
LAND SIZE (Acres)	2.700	2.58	4.95	5.28	19.50
		0%	0%	0%	10%
UTILITY	Water/Sewer No Approvals	Subj. Appr. Superior	Appr./No Roads House & Bldg Superior	Appr./Roads & 5 Houses Superior	Appr./No Roads Superior
		-10%	-20%	-20%	-10%
ZONING	RL	R-M	R-5	R-1	R-5
		0%	0%	0%	0%
TOPOGRAPHY	Sloping Upward	Superior	Superior	Superior	Superior
		-5%	-5%	-5%	-5%
TOTAL ADJUSTMENTS		-25%	-35%	-10%	-15%
ADJUSTED PRICE		\$95,343	\$66,477	\$82,500	\$115,513
INDICATED VALUE	\$90,000	Per Acre x	2.700	Acres = Rounded	\$243,000 \$245,000

#### RECONCILIATION

As the subject is vacant land, only the Sales Comparison Approach was utilized. Therefore, our opinion of the Fee Simple Value of the subject property "as is," as of November 7, 2016, assuming a twelve month selling period is \$245,000.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

## **ADDENDUM**

## ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:  
NAME(S) OF PARTY(S) TO DOCUMENTNewburgh Community Development  
Agency f/k/a Newburgh  
Urban Renewal Agency

TO

The City of Newburgh

SEE ATTACHED

SECTION \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT \_\_\_\_\_

RECORD AND RETURN TO:  
(name and address)The City of Newburgh  
Office of the Corporation Counsel  
83 Broadway, City Hall  
Newburgh, NY 12550

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

## PROPERTY LOCATION

2049 BLOOMING GROVE (TN)  
2001 WASHINGTONVILLE (VLG)  
2289 CHESTER (TN)  
2201 CHESTER (VLG)  
2489 CORNWALL (TN)  
2401 CORNWALL (VLG)  
2600 CRAWFORD (TN)  
2800 DEERPARK (TN)  
3089 GOSHEN (TN)  
3001 GOSHEN (VLG)  
3003 FLORIDA (VLG)  
3005 CHESTER (VLG)  
3200 GREENVILLE (TN)  
3489 HAMPTONBURGH (TN)  
3401 MAYBROOK (VLG)  
3689 HIGHLANDS (TN)  
3601 HIGHLAND FALLS (VLG)  
3859 MINISINK (TN)  
3803 UNIONVILLE (VLG)  
4089 MONROE (TN)  
4001 MONROE (VLG)  
4003 HARRIMAN (VLG)  
4085 KIRYAS JOEL (VLG)

4289 MONTGOMERY (TN)  
4201 MAYBROOK (VLG)  
4203 MONTGOMERY (VLG)  
4205 WALDEN (VLG)  
4489 MOUNT HOPE (TN)  
4401 OTISVILLE (VLG)  
4600 NEWBURGH (TN)  
4800 NEW WINDSOR (TN)  
5089 TUXEDO (TN)  
5001 TUXEDO PARK (VLG)  
5209 WALLKILL (TN)  
5489 WARWICK (TN)  
5401 FLORIDA (VLG)  
5403 GREENWOOD LAKE (VLG)  
5403 WARWICK (VLG)  
5609 WAWAYANDA (TN)  
5889 WOODBURY (TN)  
5801 HARRIMAN (VLG)

## CITIES

9900 MIDDLETOWN  
1103 NEWBURGH  
1200 PORT JERVIS

9999 HOLD

NO. PAGES 11 CROSS REF. \_\_\_\_\_  
CERT. COPY ADD'L X-REF. \_\_\_\_\_  
MAP PGS. \_\_\_\_\_

PAYMENT TYPE: CHECK \_\_\_\_\_  
CASH \_\_\_\_\_  
CHARGE ☒ \_\_\_\_\_  
NO FEE \_\_\_\_\_

CONSIDERATION \$ 0 \_\_\_\_\_  
TAX EXEMPT \_\_\_\_\_

MORTGAGE AMT. \$ \_\_\_\_\_  
DATE \_\_\_\_\_

## MORTGAGE TAX TYPE:

(A) COMMERCIAL/FULL 1%  
(B) 1 OR 2 FAMILY  
(C) UNDER \$10,000  
(E) EXEMPT  
(F) 3 TO 4 UNITS  
(I) NAT. PERSON/CR. UNION  
(J) NAT. PER. CR. UN/1 OR 2  
(K) CONDO

*Donna L. Benson*  
DONNA L. BENSON  
ORANGE COUNTY CLERK

RECEIVED FROM: Newburgh

RECORDED & FILED  
10/20/2010/ 11:20:49  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY  
FILE#0100106310  
DEED C / BK 13076:0 1024  
RECORDING FEE \$ 350.00  
TX# 001618 T TAX 0.00  
Receipt#1237036 MAR 10



Book13076/Page1034

Page 1 of 11



PROPERTY ADDRESS	S-B-L	10 Assessment	Prop. Class Code	Lot Size	Description	Condo
35-37 Broad Street	10-3-2-22	\$85,100	311	2.70 Acres	Residential Vacant Land	No
Water Street	10-3-36	\$5,800	311	63' X 156'	Residential Vacant Land	No
207 Water Street	12-3-2-1	\$17,500	350	86' X 185'	Urban Renewal	No
209 Water Street	12-3-3	\$2,900	350	26' X 175'	Urban Renewal	No
145 Montgomery Street	12-4-2-1	\$21,800	350	184' X 130'	Urban Renewal	No
140 Montgomery Street	12-4-10	\$24,500	350	146' X 173'	Urban Renewal	No
180 Water Street	12-6-5	\$52,900	331	142' X 272'	Comm. Vacant W/ Imp.	No
151 Lander Street	18-4-43	\$1,800	311	25' X 120'	Residential Vacant Land	No
1 Colden Street	24-9-1	\$11,700	350	311' X 285'	Urban Renewal	No
3 Colden Street	24-9-2	\$500	330	19' X 56'	Commercial Vacant	No
2 Montgomery Street	24-9-3	\$19,600	330	33' X 178'	Commercial Vacant	No
34 Montgomery Street	24-10-1	\$75,600	438	100' X 125'	Parking Lot	No
14 Montgomery Street	24-10-7	\$40,200	350	170' X 97'	Urban Renewal	No
12 Montgomery Street	24-10-11	\$1,500	350	23' X 97'	Urban Renewal	No
4 Montgomery Street	24-10-14	\$4,100	350	65' X 66'	Urban Renewal	No
55 Second Street	24-10-15	\$9,900	330	67' X 449'	Commercial Vacant	No
94 S. Water Street	37-3-1-1	\$94,200	350	2.10 Acres	Urban Renewal	No

THIS INDENTURE made the 18<sup>th</sup> day of October, in the year two thousand-ten

BETWEEN:

The NEWBURGH COMMUNITY DEVELOPMENT AGENCY, formerly known as the Newburgh Urban Renewal Agency, a New York Public Authority, having its principal office at 83 Broadway, City Hall, Newburgh, New York 12550, party of the first part; and

The CITY OF NEWBURGH, a New York municipal corporation, and having its principal office at 83 Broadway, City Hall, Newburgh, New York 12550, party of the second part,

WITNESSETH, that the party of the first part, in consideration of \$1.00, and other good and valuable consideration by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

#### PARCEL I

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York known as 35-37 Broad Street, and being more particularly described as Section 10, Block 3, Lot 2.22, on the Official Tax Map of The City of Newburgh.

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

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING, intended to describe that same premises described in a deed from Edward C. Moulton and Theima D. Moulton the Newburgh Urban Renewal Agency, now known as the Newburgh Community Development Agency, dated February 10, 1977, and recorded in the Orange County Clerk's office in Liber 2060 of Deeds at page 294; and

#### PARCEL II

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York known as Water Street, and being more particularly described as Section 10, Block 3, Lot 36, on the Official Tax Map of The City of Newburgh.

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



SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING, intended to describe that same premises described in a deed from the City of Newburgh to the Newburgh Community Development Agency, formerly known as the Newburgh Urban Renewal Agency, dated September 18, 1985, and recorded in the Orange County Clerk's office in Liber 2416 of Deeds at page 227; and

### PARCEL III

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York known as 207 Water Street f/k/a Water & Barclay, and being more particularly described as Section 12, Block 3, Lot 2.1 f/k/a Section 12, Block 3, Lot 15, on the Official Tax Map of The City of Newburgh.

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

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING, intended to describe that same premises described in a deed from the City of Newburgh to the Newburgh Community Development Agency, formerly known as the Newburgh Urban Renewal Agency, dated October 2, 1986, and recorded in the Orange County Clerk's office in Liber 2607 of Deeds at page 28; and

### PARCEL IV

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York known as 209 Water Street, and being more particularly described as Section 12, Block 3, Lot 3, on the Official Tax Map of The City of Newburgh.

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

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING, intended to describe that same premises described in a deed from the City of Newburgh to the Newburgh Community Development Agency, formerly known as the Newburgh Urban Renewal Agency, dated April 16, 1985, and recorded in the Orange County Clerk's office in Liber 2355 of Deeds at page 15; and

Newburgh Urban Renewal Agency, dated January 8, 1987, and recorded in the Orange County Clerk's office in Liber 2660 of Deeds at page 243; and

PARCEL XVII

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York known as 94 S. Water Street f/k/a 94-104 S. Water Street, and being more particularly described as Section 37, Block 3, Lot 1.1 f/k/a Section 37, Block 5, Lot 2, on the Official Tax Map of The City of Newburgh.

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

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING, intended to describe that same premises described in a deed from the City of Newburgh to the Newburgh Community Development Agency, formerly known as the Newburgh Urban Renewal Agency, dated July 22, 1986, and recorded in the Orange County Clerk's office in Liber 2591 of Deeds at page 307; and

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.


THIS DEED having been authorized by Resolution No.: 5-2010 adopted by the Newburgh Community Development Agency on May 10, 2010 and Resolution No.: 105-2010 adopted by the City Council of the City of Newburgh on May 10, 2010.

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

IN PRESENCE OF:

NEWBURGH COMMUNITY DEVELOPMENT  
AGENCY f/k/a NEWBURGH URBAN  
RENEWAL AGENCY

BY:

  
NICHOLAS J. VALENTINE,  
Chairman



## THE CITY OF NEWBURGH

BY:

*Richard F. Herbek*  
 RICHARD F. HERBEK,  
 Acting City Manager

STATE OF NEW YORK }  
 COUNTY OF ORANGE } ss:

On the 18<sup>th</sup> day of October in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared NICHOLAS J. VALENTINE 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.

*B E Nelson*

BERNIS E. NELSON  
 NOTARY PUBLIC STATE OF NEW YORK  
 QUALIFIED IN WESTCHESTER COUNTY  
 NO. 60-4770663  
 COMMISSION EXPIRES AUGUST 31, 2014

STATE OF NEW YORK }  
 COUNTY OF ORANGE } ss:

On the 18<sup>th</sup> day of October in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD F. HERBEK 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.

*B E Nelson*

BERNIS E. NELSON  
 NOTARY PUBLIC STATE OF NEW YORK  
 QUALIFIED IN WESTCHESTER COUNTY  
 NO. 60-4770663  
 COMMISSION EXPIRES AUGUST 31, 2014

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.



13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous water and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and appraisal of the appraiser.

# **J. TODD WILEY, IAO - APPRAISER'S QUALIFICATIONS**

## **EDUCATION:**

S.U.N.Y. Orange, Middletown, New York	1978-1980
Major- Data Processing	
S.U.N.Y. Brockport, New York	1981-1983
Major- Computer Science	
Orange County Association of Realtors	
Introduction to Real Estate Appraisal - (R1)	1991
Valuation Principles and Procedures - (R2)	1991
Ethics and Standards of Professional Practice	1991
New York State Office of Real Property Services	
Assessment Administration	1992
Introduction to Appraisal Approaches	1992
Introduction to the Income Approach	1993
Introduction to Mass Appraisal	1994
Advanced Methods and Assessment Techniques	1995
Introduction to Land Appraisal	1998
Fundamentals of Exemption Administration	1998
Assisted Living Facility Valuation	1999
Introduction to Income Capitalization (R4)	2000
Restaurant Appraisal	2000
Appraisal of a Drug Store	2001
Introduction to Farm Appraisal	2003
Ethics for Assessors	2007
New York State Assessors' Association	
IAO-1	2002
Instructor Training	2005
G-2 Principles Of Income Property Appraising	2006
G-1 Introduction to Income Property Valuation	2007
Valuation of Green Buildings	2013
Ethics for Assessors	2014
Assessment Administration	2014

## **PROFESSIONAL ORGANIZATIONS:**

Orange County Assessors' Association, Past President	2004-2005
New York State Assessors' Association, President	1999-2006
Executive Board of the NYSAA	
Institute of Assessing Officers	
NYSAA Real Property Tax Administration Committee,	
RPTAC, Chairman	2013-present
RPTAC, Equalization Rate Committee, Member	2005-present

## **PROFESSIONAL DESIGNATIONS:**

New York State Certified Assessor Advanced (SCAA)	
Institute of Assessing Officers, chartered by the Board of Regents of the University of the State of New York	
Designation of Professional Assessor (IAO)	

**SEMINARS:**

New York State Assessors' Association	
Equalization Concepts	1994
Fundamentals of Data Collection	1994
Appraisal Workshop	1996
Agricultural Assessment	1997
Assessment Administration	1998
Waterfront Property Valuation	1999
Feasibility Analysis	2002
Level of Assessment Training	2002
Equalization Rates	2002
Real Property System- RPS V4- Valuation Equity	2004
Hotel Valuation	2004
Tax Certiorari Negotiation	2005
Exemption Administration	2006
Assessment Administration	2014
Exemption Administration- Instructor	2014
Reading & Understanding Deeds- Instructor	2016

Appraisal Institute - NYS Code 4395-07

Mid Hudson Chapter -

1<sup>st</sup> Annual Appraisal Case Studies Seminar 10/2015

**EXPERIENCE:**Town of New Windsor

12/02-Present

Assessor for the Town. Responsibilities include the valuation of all parcels for tax purposes. Assessment administration of over 9,400 parcels.

Valuation Consultants Inc.

7/05-Present

Commercial real estate appraiser. Perform appraisals of all types of commercial properties.

City of Newburgh

7/91-12/02

From 1991-95 was the Assistant Property Manager and the Real Property Data Collector. Assisted with all aspects of valuation and assessing functions. Managed and marketed properties acquired by the City. In 1995 appointed City Assessor and Property Manager. Responsibilities included all aspects of valuation, assessment administration, property management and sales of City acquired properties.

Mid Hudson Appraisers

9/93-7/95

Performed residential appraisals.

I have appraised all types of residential property, commercial and industrial buildings, farms and vacant land.

I have made appraisals for financial institutions, attorneys, major corporations, home guarantee programs, insurance companies and others.

**AREAS OF APPRAISAL EXPERIENCE -**New York State -

COUNTIES: Orange, Dutchess, Putnam, Rockland, Sullivan, and Ulster



**FACTUAL STATISTICAL AND REFERENCE INFORMATION**

An up-to-date set of area Zoning Maps and Ordinances

City maps showing existence of underground utilities

Maintenance of sales transactions by subdivisions and street name, effective dates of sale and current listing

Current community statistics referring to retail sales, bank clearance, employment, transportation routes, construction activity, and mortgage recordings

Census Tract Maps

Flood Plain Maps

Wetland Maps

# **GREGORY R. LANGER - APPRAISER'S QUALIFICATIONS**

## **EDUCATION:**

BA - Hartwick College, Oneonta, New York Undergraduate	1976
Newburgh Free Academy - Adult Education Principles of Real Estate Real Estate Law	1976 1977
New York State Association of Realtors Graduate Realtors Institute - Course I	1977
Marist College Society of Real Estate Appraisers Course 101 - An Introduction to Appraising Real Property	1980
Pennsylvania State University Society of Real Estate Appraisers Course 201 - Principles of Income Property Appraising	1981
Dartmouth College American Institute of Real Estate Appraisers Capitalization Theory and Techniques Parts II and III	1982
American Institute of Real Estate Appraisers Case Studies in Real Estate Valuation and Valuation Analysis and Report Writing	1983
Tampa, Florida American Institute of Real Estate Appraisers Standards of Professional Practice	1984
University of Florida American Institute of Real Estate Appraisers Real Estate Investment Analysis	1985

## **MEMBERSHIPS AND AFFILIATIONS:**

American Institute - Practicing Affiliate
State of New York - Certified Real Estate General Appraiser - #46-43405

## **COURSES/SEMINARS:**

Argus Seminar	1993
Appraisal Institute Consideration of Environmental Hazards in Real Estate Valuation	1994
Appraisal Institute Understanding Limited Appraisals	1994
Orange County Community College Environmental Law and The Planning Board	1995
Appraisal Institute New Industrial Valuation	1997
Appraisal Institute	

Appraisal of Local Retail Properties	1998
Appraisal Institute Attacking & Defending an Appraisal In Litigation	1998
Appraisal Institute Emerging Technologies Forum	1998
Appraisal Institute Internet Search Strategies	1998
Appraisal Institute - Course 1064-07 Case Studies in Commercial Highest & Best Use	06/2000
Appraisal Institute - Mid Hudson Chapter Standards of Professional Appraisal Practice - Part C - Course 11430	09/2002
Appraisal Institute Scope of Work: Expanding Your Range of Services	10/2003
Appraisal Institute Course 1400N - USPAP National Update Standards and Ethics for Professionals	10/2003
Manfred Real Estate Learning Center, Inc. Code #0022 - (AQ1) Fair Housing, Fair Lending & Environmental Issue	01/2004
Appraisal Institute Code #2352-07 - Appraisal Consulting: A Solution Approach for Professionals	5/2005
Appraisal Institute Subdivision Valuation	6/2005
Appraisal Institute NY State Code #2814-07 Appraising Convenience Stores	12/2005
Appraisal Institute - NY State Code #2837-02 2006 Changes to USPAP; The Demise of Departure	3/2006
Appraisal Institute - NY State Code #2839-07 Analyzing Commercial Lease Clauses	6/2006
Appraisal Institute USPAP Update Course	9/2006
Appraisal Institute - NY State Code #3023-02 Online Valuation Resources to the NY Appraiser	4/2007
Appraisal Institute - NY State Code #2994-07 Appraisal of Local Retail Properties	5/2007
Appraisal Institute - NY State Code - 3053-04 Professional Guide to Conservation Easements	8/2007
Appraisal Institute - NYS Code #2379-07 USPAP Update Course	3/2008

Argus Lease Analysis	4/2008
Appraisal Institute - An Introduction to Valuing Green Buildings	10/2008
Land Trust Alliance - Northeast Land Trust Conference Mapping Tools for Your Land Trust: Selecting and Evaluating Conservation Lands Using Online Mapping and GIS Resources	4/2009
Appraisal Institute - NYS Course #3452-07 Long Island Chapter of the Appraisal Institute Hotel Appraising- New Techniques for Today's Uncertain Times	9/2009
Appraisal Institute - NYS Code 3249-5.25 Business Practices and Ethics	11/2009
Appraisal Institute - Webinar Self Storage Buildings	01/2010
Appraisal Institute - Webinar Uniform Appraisal Standards for Federal Land Acquisitions	8/2010
Appraisal Institute - Webinar Strategies for Successfully Appealing a Real Estate Tax Assessment	9/2010
Appraisal Institute - Webinar A Debate on the Allocation of Hotel Total Assets	10/2010
Appraisal Institute - Webinar Understanding the New Interagency Appraisal and Evaluation Guidelines	2/2011
Appraisal Institute - Webinar Profiting from the New Estate Tax Law	5/2011
Appraisal Institute - Webinar Perspectives from Commercial Review Appraisers	7/2011
Appraisal Institute - Webinar The New Demand Reports	8/2011
Appraisal Institute - Webinar Understanding the Impact of the Interagency Appraisal and Evaluation Guidelines for Appraisers and Lenders	10/2011
Appraisal Institute Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets	2/2012
Appraisal Institute USPAP Equivalent Course	3/2012
Appraisal Institute - State Code: 2623-07 Online Small Hotel/Motel Valuation	3/2012



Appraisal Institute - Webinar Guides Notes 11 and 12 - What They Mean to You	6/2012
Appraisal Institute - Webinar IRS Valuation	7/2012
Appraisal Institute - Webinar Regression Analysis is Becoming Mainstream Are You Prepared?	9/2012
Appraisal Institute - Business Practices and Ethics	2/2013
Appraisal Institute - Webinar Property Taxation: Valuation & Consultation Services	7/2013
Appraisal Institute - State Code: 4102-07 The Discounted Cash Flow Model: Concepts, Issues and Applications	9/2013
Appraisal Institute - NYS Code 4101-07 Appraising the Appraisal: Appraisal Review-General	10/2013
Appraisal Institute - NYS Code: 4020-14 Residential & Commercial Valuation of Solar	11/2013
Appraisal Institute - Webinar Appraising Cell Towers	12/2013
Appraisal Institute 7 Hour USPAP Update Course	12/2013
Appraisal Institute - Webinar Trial Components Recipe for Success or Disaster	5/2014
Appraisal Institute - USPAP Update, 7 Hour National Uniform Standards of Professional Appraisal Practice	11/2014
Appraisal Institute - Business Practices and Ethics	5/2015
Appraisal Institute - Webinar High Volatility Commercial Real Estate Valuation Consideration and Complexities	8/2015
Appraisal Institute - Webinar Contamination and the Valuation Process	9/2015
Appraisal Institute - Raising the Bar: Complex Properties A Risk Based Approach to Allocations and Investments	9/2015
Appraisal Institute - NYS Code 4395-07 Mid Hudson Chapter - 1 <sup>st</sup> Annual Appraisal Case Studies Seminar	10/2015
Appraisal Institute - NYS Code 3625-28 Advanced Concepts & Case Studies - Course 503GD	12/2015
Manfred Real Estate Learning Center, Inc. - Course Q-0332 Supervisory/Appraiser/Trainee Appraiser Course	10/2016

Appraisal Institute - NY State Cod #4530-07  
 Mid Hudson Chapter:  
 2<sup>nd</sup> Annual Appraisal Case Studies Seminar

10/2016

**EXPERIENCE:**

Valuation Consultants, Inc. 3/93 to Present  
 Owner and Senior Commercial Appraiser

As an owner of the company, I will review and appraise all types of commercial appraisal reports.

H.F. Ahmanson and Company 11/86 to 2/93

Served in various positions including Senior Real Estate Financial Analyst, Chief Appraiser of the Bowery and Vice President-Loan Officer. Responsibilities and duties included valuation of the commercial real estate portfolio on the Eastern Seaboard, overseeing a full staff of commercial appraisers in the Manhattan office, portfolio valuation in the acquisition of Bowery Savings Bank and Home Savings Bank, and northeast lending operations.

Eastern Savings Bank 10/85 to 11/86

Served as an Assistant Vice President in lending, as well as an Appraiser

Appraisal Services Company 10/79 to 10/85

Worked as the Senior Commercial Appraiser after previously performing residential appraisals and overseeing the residential staff.

Sold Residential Real Estate 1976 to 1979

I have appraised all types of residential property, commercial and industrial buildings, farms and vacant land.

I have had experience in court testimonials for various cases.

I have made appraisals for financial institutions, attorneys, major corporations, home guarantee programs, insurance companies and others. I have worked on assignments for the following companies:

**A. GENERAL EXPERIENCE**

Abacus Bank  
 Advent Valuation  
 American Business Lenders  
 Appraisal Management  
 Astoria  
 Bank of America  
 Bank of New York  
 Bank of the West  
 Bank of Greene County  
 Bank United  
 Berkshire Bank  
 Bloom and Bloom  
 Business Lending  
 Catskill Hudson Bank  
 Charles Brodie, Esquire  
 Chase Manhattan Bank  
 Citizens Bank  
 City National Bank

City of Middletown  
City of Newburgh  
City of Poughkeepsie  
Community Bank  
Community Preservation Corporation  
Concorde Lending  
Country Bank  
County of Orange  
County of Dutchess  
Cumberland Farms  
Cumberland Gulf  
David Brodsky, Esquire  
Dormitory Authority of State of New York  
Dwight Joyce, Esquire  
Eastern Savings Bank  
First Niagara Bank  
Freedom Bank  
Greater Hudson Bank  
Hometown Bank of the Hudson Valley (formerly Walden Federal)  
HSBC Bank USA  
Hudson Heritage Federal Credit Union  
Hudson United Bank  
Hudson Valley Bank  
Hudson Valley Federal Credit Union  
Jacobowitz and Gubits, LLP  
Jeff Bank  
JP Morgan Chase  
Key Bank of New York  
Kingston City School District  
Lakeland Bank  
Lend Lease  
M&T Bank  
Metbank  
Mahopac National Bank  
Mid Hudson Valley Federal Credit Union  
National Valuation Services  
NBT  
Newburgh Central School District  
NYS Office of Mental Retardation & Developmental Disabilities  
Orange County Trust  
Orange County Land Trust  
Orange & Rockland Utilities  
Peoples United  
Putnam County National Bank  
Putnam County Savings Bank  
Richard Drake, Esq.  
Rhinebeck Savings Bank  
Riverside Bank  
Rondout Savings  
Salisbury Bank  
Sawyer Savings Bank  
SBU  
SI Bank and Trust  
Stanley Marks and Company, CPA  
Sterling National Bank (formerly Provident Bank)  
Stevan Nosonowitz, Esquire  
Stewart International Airport  
Summit Bank  
TD Banknorth, N.A.  
Town of Chester



Town of Newburgh  
 Town of Wallkill  
 Trust Company of New Jersey  
 Ulster Savings Bank  
 Union Savings Bank  
 Union State Bank  
 Vanacore, DeBenedictus, DiGiovanni & Weddell, CPA  
 Valley National Bank  
 Village of Walden  
 Walden Savings  
 Wallkill valley Federal Credit Union  
 Warwick Valley School District  
 Webster Bank  
 Wells Fargo  
 Wilber National Bank

**B. AREAS OF APPRAISAL EXPERIENCE -**

New York State -

COUNTIES: Orange, Dutchess, Putnam, Rockland, Sullivan, and Ulster

**FACTUAL STATISTICAL AND REFERENCE INFORMATION**

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City maps showing existence of underground utilities

Maintenance of sales transactions by subdivisions and street name, effective dates of sale and current listing

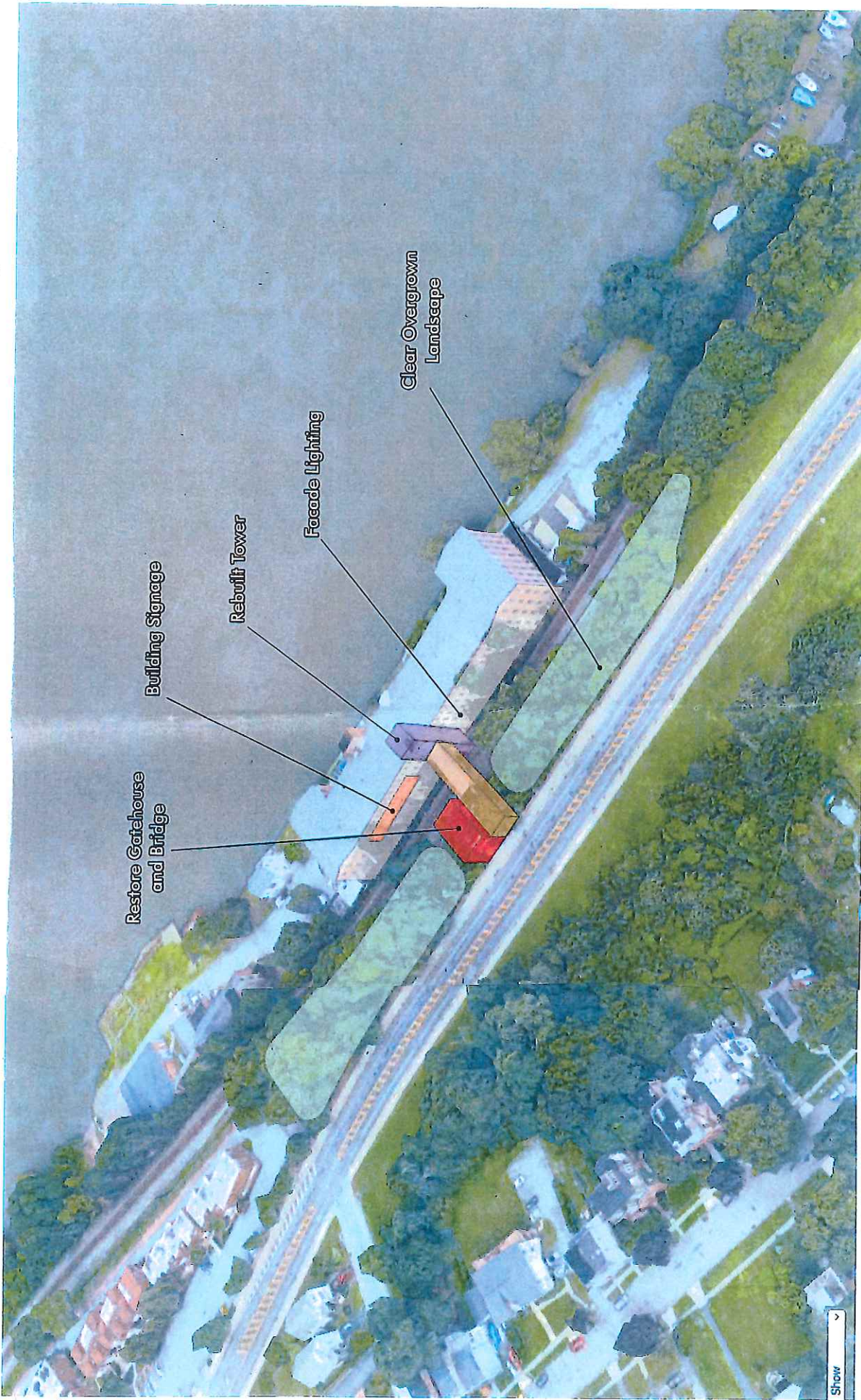
Current community statistics referring to retail sales, bank clearance, employment, transportation routes, construction activity, and mortgage recordings

Census Tract Maps, Flood Plain Maps, Wetland Maps

UNIQUE ID NUMBER 46000043405	State of New York Department of State DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 89572
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.		EFFECTIVE DATE MO DAY YR 03 08 16
LANGER GREGORY R C/O VALUATION CONSULTANTS INC 6 FRONT ST NEWBURGH, NY 12250		EXPIRATION DATE MO DAY YR 03 07 18
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER		
In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed. CESAR A. PERALES SECRETARY OF STATE		
DD5-1098 (Rev. 5/01)		







## City of Newburgh, Department of Economic Development

### Vision for Development of the Regal Bag Company

The Regal Bag building, which once supported the largest ladies hand bag industry in the world, was built c. 1845, initially as the Newburgh Steam Mills, and followed by the Coldwell Lawn Mower Company. An iconic 6 story structure, the building sits on the Hudson waterfront. The building has been owned and operated by the Kaplan family for 70 years and at one time would have been one of the largest employers in the City. The City of Newburgh receives full taxes on the property, four lots, that combined, presently are assessed at over \$2 Million. Plans to develop Regal Bag as condominiums were shelved in the crash of the real estate market in 2008.

Like many historic factory buildings across the country, the factory is already attracting commercial tenants that seek creative space. The terms “creative space” and “maker space” are generally defined as office, studio, and commercial space that is flexible, fosters collaboration, and supports the creative process. This ranges from designers to tech companies, to small scale manufacturing. Typically, these types of spaces also include art galleries, recording studios, co-working space, non-profits in the arts and culture business, and retail and recreational amenities. [Looney Ricks Kiss, *draft Regal Bag Vision*, September 30, 2016]

Present visioning for the Regal Bag Company focuses on identity, accessibility, and activity. Development is taking place as the plans are formulated. Artist studios are being rented; a number of art openings have taken place this year, and ‘pop-up’ events such as Halloween hay rides have been successfully organized. The building directly to the north of the Regal Bag has been renovated to house a fine craft guitar maker and his studio (to open early in 2017). While the top two floors are planned to be residential, the remaining space will continue to be mixed use. Immediate plans are to

- Make the buildings visible day and night – trees and brush have been cleared.
- Restore the bell tower, create signage to brand the building, and the building will be lit at night.
- Restore the gate house and walkway and initiate retail activity there; a restaurant or coffee shop will be included in its use.
- Provide more accessible parking areas to the top floors as well as the bottom. This requires a proposed parking area across Water Street for 100-132 cars.
- Provide continuance of the riverfront trail.

Potential future activities will continue and build off the success of the riverfront. These may include access to the river through canoe and kayak rentals, “pop-up” parks, music, food and art events. At least two floors of residential space will be built. Phase 1 of the construction budget will complete 57 units at an estimated investment of \$11,400,000.



- Phase 1 will generate \$25,922,000 in new spending leading to 306 one time jobs.

New residents will add to the local economy:

- \$6,583,500 in annual spending leading to 78 permanent jobs.

The construction budget for the entire project is \$40,650,000. The combined construction will generate:

- \$64,877,400 in one time spending to create 1094 one time jobs.

New residents and retail will add to the local economy:\

- \$117,325,000 in annual spending leading to 278 permanent jobs.

Additionally, public art through a collaboration with the Storm King Arts Center is also proposed on both sides of Water Street, and the River walk – River Road will give public access extending north throughout the whole of the Regal Bag property from the planned South Street Park to Ferry Crossing.

