



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*

April 5, 2018
6:00 PM

Council Meeting Presentations

1. Executive Session

Pending, proposed or current litigation

Work Session Presentations

2. A Presentation by Christine McCartney, Jackie Hessey and Newburgh Free Academy Excelsior Students on the Newburgh Youth Leadership Summit and Enlightenment Expo in May 2018

Excelsior Academy in the Newburgh Enlarged City School District requests the City of Newburgh to partner on May 19, 2018 for a Newburgh Youth Leadership Summit being held at Newburgh Free Academy (NFA) Main Campus for the purpose of creating a forum for young people.

La Academia Excelsior en el Distrito Escolar de la Ciudad de Newburgh pide a la Ciudad de Newburgh asociarse el 19 de mayo de 2018 para una Cumbre de Liderazgo Juvenil de Newburgh que se llevara a cabo en "Newburgh Free Academy" (NFA) Campus Principal con el propósito de crear un foro para los jóvenes.

3. Apply and Accept Award SAFER Grant

(Joe Donat & Assistant Chief Terry Ahlers)

Solicitar y aceptar la subvención SAFER (Joe Donat y Asistente de Jefe Terry Ahlers)

4. Proposed Contract with a Realtor to Market Select City Properties

Resolution authorizing the City Manager to enter into an agreement with River Realty Services, Inc. for real estate brokerage services.

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con "River Realty Services, Inc. Para servicios de intermediación de bienes raíces.

5. Discussion on the RFP for 109 South William Street

Discusión sobre la solicitud de propuesta (RFP) para la 109 de la Calle South William

Engineering/Ingeniería

6. Resolution supporting removal of Strooks Felt Dam

Resolution of the City Council of the City of Newburgh, New York supporting the removal of the Strooks Felt Dam. (Jason Morris)

Resolución del Concejo Municipal de la Ciudad de Newburgh, Nueva York apoyando el retiro del dique Strooks Felt. (Jason Morris)

7. Resolution endorsing Riverkeeper grant application for Strooks Felt Dam removal

Resolution endorsing the application of Riverkeeper for a New York State Department of Environmental Conservation Round 23 Hudson River Estuary Tributary Restoration and Resiliency Program Grant for Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek Project. (Jason Morris)

Una resolución que respalda la aplicación de Reiverkeeper para una subvención del programa Afluente Tributario del Rio Hudson Ronda 23 del Departamento de Conservación Medioambiental para restaurar el pasaje Herring y Eel: Retirando el dique Strooks Felt en el Proyecto Cala del Quassaick. (Jason Morris)

Planning and Economic Development/Planificación y Desarrollo Económico

8. Release of Covenants for 307 Liberty Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Umar Ahmad to the premises known as 307 Liberty Street (Section 11, Block 5, Lot 11) (Deirdre Glenn)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho al reingreso de una escritura emitida a Umar Ahmad a las instalaciones conocidas como la 307 de la Calle Liberty (Sección 11, Bloque 5, Lote 11) (Deirdre Glenn)

9. Purchase of 79 William Street

Resolution to authorize the conveyance of real property known as 79 William Street (Section 39, Block 2, Lot 23) at private sale to Bissesar Alvin Moonesar for the amount of \$17,000.00.(Deirdre Glenn)

Una resolución autorizando el traspaso de bienes raíces conocidas como la 79 de la Calle William (Sección 39, Bloque 2, Lote 23) en una venta privada a Bissesar Alvin Moonesar por la cantidad de \$17,000.00. (Deirdre Glenn)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

10. SNY Play Ball Grant

Resolution authorizing the City Manager to accept if awarded a SNY Play Ball Grant presented by Memorial Sloan Kettering Cancer Center in the amount of \$5,000.00. (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a aceptar si es otorgado una subvención "SNY Play Ball" presentado por el Centro

*Conmemorativo de Cáncer Sloan Kettering por el monto de \$5,000.00.
(Katie Mack)*

Ordinances/ Decretos

11. Ordinance amending Chapter 163 "Fees" to provide a fee for replacement of lost electrical or plumbing licenses

Ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh to provide a fee for the replacement of lost electrical or plumbing licenses. (Michelle Kelson)

Una Ordenanza enmendando el Capítulo 163 titulado "costos" del Código de Ordenanzas de la Ciudad de Newburgh para proporcionar un costo por el reemplazo de licencias eléctricas o de plomería. (Michelle Kelson)

Discussion Items/Temas de Discusión

12. Snow Emergency Rules and Regulations

(Councilman Jonathan Jacobson)

Reglas y Regulaciones de Emergencia de Nieve (Concejal Jonathan Jacobson)

RESOLUTION NO.: _____ - 2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH RIVER REALTY SERVICES, INC.
FOR REAL ESTATE BROKERAGE SERVICES**

WHEREAS, on November 1, 2017 the City of Newburgh issued a Request for Proposals for Real Estate Brokerage Services; and

WHEREAS, a total of twelve (12) proposals were duly received and opened on December 5, 2017; and

WHEREAS, the proposals have been reviewed by the necessary and appropriate staff; and

WHEREAS, upon such review of the submitted proposals it has been determined that River Realty Services, Inc. provided a proposal that was consistent with the needs of the City, has a firm understanding of the local real estate market and have proven successes with distressed property, and proposed the most economic commission; and

WHEREAS, this Council has reviewed the attached proposal and has determined that entering into a contract for real estate brokerage services with River Realty Services, Inc. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into a Master Listing Agreement with River Realty Services, Inc., in substantially the same form as annexed hereto with terms and conditions approved by the Corporation Counsel, for real estate brokerage services.

MASTER LISTING AGREEMENT Cover Page

This Master Listing Agreement (the “Agreement”) is entered into by and between the City of Newburgh (“City” or “Seller”), and the party identified below as “Brokerage Firm” (“Brokerage Firm” or “Broker”). Capitalized terms that are used in this Agreement, but not defined contextually, will have the meanings ascribed to them in **Section 14 (Definitions)**.

Effective Date of Agreement: _____

Brokerage Firm Information

Name of Entity: **RIVER REALTY SERVICES, INC.**

Name of Individual signing on behalf of Entity:	LEE A. RAPHAEL	Brokerage Firm is a (check one):	Sole Proprietorship
Title:	BROKER/OWNER	<input checked="" type="checkbox"/>	Corporation
Address:	117 EXECUTIVE DRIVE, SUITE 100, NEW WINDSOR, NEW YORK 12553		Limited Liability Company
Telephone:	845-564-2800		General Partnership
Mobile:	914-474-8146		Limited Partnership
Fax:	845-564-0700		Other (Describe _____)
Email:	LRAPHAEL@riverrealty.com	State in which Brokerage Firm's Business Entity was formed:	NY
Brokerage Firm should receive legal notices under this Agreement (check one):	Yes No	Brokerage Firm's Federal Tax ID Number:	30-0488660
City of Newburgh Point of Contact			
Name:			
Title:			
Address: 83 Broadway			
Newburgh, NY 12550			
Telephone:			
Mobile:			
Fax:			
E-mail:			

[SIGNATURE PAGE FOLLOWS]

MASTER LISTING AGREEMENT Signature Page

By the signatures of their duly authorized representatives below, both parties acknowledge the value and sufficiency of the consideration for entering into this Agreement and agree to be bound by its terms.

CITY OF NEWBURGH

83 Broadway
Newburgh, NY 12550

By: _____

Name of Authorized Signatory: Michael G. Ciaravino

Title: City Manager

Date:

Per Res. No.

BROKERAGE FIRM: RIVER REALTY SERVICES, INC.

By: _____

Name of Authorized Signatory: Lee A. Raphael

Title: President

Date:

**MASTER LISTING AGREEMENT
General Terms and Conditions**

RECITALS

WHEREAS, the City is the owner of various parcels of real property (individually, a “Property” and collectively, the “Properties”);

WHEREAS, Broker is in the business of listing and selling real property and providing certain brokerage and asset management services on behalf of owners of real property; and

WHEREAS, the City is in need of such services in relation to the City’s Properties;

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

AGREEMENT

1. Parties –

This Agreement is entered into by and between Broker and the City, as owner and seller of each of the Properties identified by the City in the manner described below.

2. Effective Date –

This Agreement is effective as of the date indicated as the “Effective Date” on the Cover Page of this Agreement or, in the event that no date is so indicated, as of the latest date of a party to execute this Agreement (the “Effective Date”).

3. Term –

The term of this Agreement shall commence on the Effective Date and continue for a period of (1) one year or until terminated as provided in Section 6 (Termination) (the “Term”).

4. Services –

A. Property Assignments.

The City may assign Properties to Broker prior to listing the Properties for sale (each, a “Property Assignment” and, collectively, the “Property Assignments”) by emailing the broker the address of the Property and its section, block and lot numbers (“SBL”).

Broker agrees to perform certain Services with respect to each of the Property Assignments, which such Services include the issuance of broker price opinions and other Services described herein.

B. Property Listings.

The City will offer to list Properties with Broker for sale, from time to time, by issuing one or more listing supplements to this Agreement (each, a “Listing Supplement” and, collectively, the “Listing Supplements”) identifying the Properties in connection with which Broker will perform the Services.

Broker will indicate its acceptance of a Property listing (i) by commencing performance under the applicable Listing Supplement and (ii) returning a signed copy of the Listing Supplement, via

e-mail or fax, to the City.

Each Listing Supplement that has been accepted by Broker is incorporated in this Agreement by reference. Each Property identified in such a Listing Supplement is referred to herein as a "Property Listing."

C. Delegation of Authority from Broker to Listing Agents to Accept Property Assignments and Property Listings on Behalf of Broker.

Broker may identify Listing Agents who are working on Broker's behalf to negotiate and arrange Property sales. Listing Agents may be identified by Broker through the Broker's own, internal Property Assignment System or other electronic platform or non-electronic means designated for such purpose by the Broker. Broker acknowledges and agrees that all such Listing Agents are authorized to (1) act on its behalf with respect to the acceptance of Property Assignments and Property Listings under sub-sections (A) and (B) above and (2) act on its behalf with respect to the management of such assignments and listings through the sale process. Each Property Assignment and Property Listing accepted by any such Listing Agent shall be deemed to have been accepted by Broker hereunder.

D. Exclusivity.

The City employs Broker as its sole exclusive agent for the sale of the Properties it has or will have, or will acquire title to, which are identified in the Listing Supplements.

E. Listing Period.

Broker has the exclusive right to sell a Property during the listing period set forth in the applicable Listing Supplement or any subsequent extension thereof, unless the Listing Supplement or this Agreement is terminated early pursuant to Section 6 below (Termination; Expiration).

The initial listing period set forth in a Listing Supplement may be extended by the City of Newburgh in its sole discretion for any period of time.

F. Price.

Each Property will be offered for sale at the price listed in the applicable Listing Supplement, on terms and conditions that are satisfactory to the City.

G. Performance.

(1) Broker's Responsibilities Concerning Property Listings. Broker covenants and agrees to perform the Services in accordance with the following requirements.

(a) Listing the Property. Broker agrees to use due diligence to find a buyer for each Property, including: (i) listing Property with all other brokers on a co-brokerage basis; (ii) using the most appropriate multiple listing service available to Broker; and (iii) cooperating with other brokers. The City expressly authorizes Broker to sign multiple listing agreements.

H. Preservation and Management Services.

Broker shall also provide certain preservation and maintenance related services ("P&M Services") for the Properties as requested by the City. Such P&M Services will only be provided when a Property Assignment is received accompanied by direction from the City that the Broker

coordinate, direct and oversee P&M Services as the City's agent.

- (1) Broker Oversight. In the capacity set forth above, Broker shall coordinate, direct and oversee P&M Services by qualified vendors, with requisite skill and experiences to competently perform P&M Services ("Vendors").

Additional oversight duties include the following:

- a) Broker shall verify that all Vendors (a) are duly licensed by the appropriate governmental authorities, as applicable; (b) have workers' compensation and liability insurance in commercially reasonable amounts and (c) name the City of Newburgh as additional insured on its liability insurance policy.
- b) Broker shall oversee each Vendor's performance and verify that the work assigned has been completed in accordance with the terms of the Vendor's agreement, which shall accurately and completely describe (i) the scope of Vendor's work, (ii) the terms under which the Vendor is to be compensated, and (iii) the amount of such compensation.
- c) Broker shall coordinate, direct and oversee the Vendors performance of assigned work and pay the Vendors compensation due and payable for property completed work.

- (2) Reimbursement.

Reimbursement of amounts paid by Broker to Vendors shall be made by the City no later than sixty (60) days following its receipt of a properly completed Reimbursement Requisition, provided, however, that if a Reimbursement Request is outstanding in connection with a particular Property and a closing date has been scheduled at which that Property will be sold, the amount of the outstanding Reimbursement Request shall be paid out of the proceeds of sale and the amount of payment shall be reflected on the applicable HUD-1 Settlement Statement or Closing Disclosure as a seller's expense.

- (3) Preservation and Maintenance Pricing Matrix. Pricing of P&M Services shall be as set forth on the P&M Pricing Matrix attached hereto. If the P&M Services cannot be provided for an amount not to exceed the corresponding, pre-approved amount shown on the P&M Pricing Matrix, then Broker will solicit at least two bids and present both bids and pictures of the work in question to the City for the City's approval, unless the City waives two bids, in which case the Broker shall submit to the City of Newburgh a bid from the original vendor engaged by the Broker and pictures of the work in question.

- (4) Broker's Fee. Broker's fee shall be ten percent (10%) of the cost of the P&M Services provided.

I. Utility Management Services.

Broker shall also provide certain utility management services ("Utility Management Services") for the Properties as requested by the City. Utility Management Services will only be provided when a Property Assignment is received accompanied by direction from the City that the Broker manage utility services as the City's agent.

- (1) Utility Management Services shall include the following:

- (i) Contacting all gas, electric, propane, water, sewer and sanitation and utility service providers and setting up accounts in the name of the Broker.
- (ii) Ascertaining from the City and payment of the amounts of delinquent water, sewer, and sanitation services charged to an assigned Property, subject to reimbursement as provided herein.

- (2) Utility Management Fee. The Broker will charge a onetime, flat fee of \$150.00 to City of Newburgh payable after the City's delivery of a Property Assignment and with the first Reimbursement package submitted.

J. Billing Services.

- (1) Reimbursement Requests. Either bi-weekly or monthly, Broker shall submit to the City a Reimbursement Request in the form annexed hereto specifying completed P&M Services, Utility Management Services, and/or other utility or other service invoices paid by the Broker on behalf of the City, as applicable. The amount paid for such P&M Services, Utility Management Services and/or other utility or other service invoices, the Broker's fees for providing oversight and coordination of same, a copy of the check(s) of Broker payable to the Vendor(s), a copy of each Vendor's invoice, and mounted before and after pictures of the work completed will be included with each Reimbursement Request.
- (2) Payment. Payment shall be made by the City of Newburgh no later than sixty (60) days following its receipt of the Reimbursement Requisition, provided, however, that if a Reimbursement Request is outstanding with respect to a particular Property and a closing date has been scheduled at that Property will be sold, the amount of the outstanding Reimbursement Request shall be paid out of the proceeds of sale and the amount of payment shall be reflected on the applicable HUD-1 Settlement Statement or Closing Disclosure as a seller's expense.

5. Commissions and Fees –

A. City-Owned Sales Channel.

The City agrees to pay Broker a total sales commission of five percent (5 %) of the sales price or \$2500, whichever is greater, with respect to each Property Listing as set forth in the Listing Supplement if, during the listing period, the Property is sold to a buyer on the terms stated in this Agreement, or, if within six months of end of the listing period or the earlier termination of this Agreement pursuant to section 6 below, the Property is sold to a Buyer with whom the Broker or a cooperating Broker negotiated or to whom the Property is offered or shown during the listing period to a Buyer on the terms set forth in this Agreement.

Commissions will be paid on a per Property basis from the proceeds of the sale of the Property at settlement. Any such fee shall be paid if and only if: (A) a valid and enforceable closing of the sale of the Property occurs and the sale is funded; (B) the commission is reflected on the HUD-1 settlement statement or Closing Disclosure for the Property; and (C) the Newburgh City Council has adopted a resolution approving the sale and said sale is confirmed by resolution of the City Council.

Fees for P&M Services and Utility Management Services shall be as set forth in sections 4(H) and 2(I) above.

6. Termination; Expiration –

A. Termination of Agreement.

The City or Broker may terminate the Agreement at any time with or without cause upon written notice to the other party, effective on the later of the date specified in such notice or 30 days from the date of delivery of notice as set forth in paragraph 12 below.

B. Termination or Expiration of Listing Supplement or Property Listing

Listing Supplements will expire on the date specified in the Listing Supplement, unless a Property identified in the Listing Supplement is under contract (subject to an Offer) on the expiration date, in which case the Listing Supplement shall remain in effect until (x) a valid and enforceable closing of the sale of the Property occurs and the sale is funded, or (y) the local form of Purchase Agreement / Addenda comprising the Offer terminates or expires as provided therein.

7. Warranties –

Broker makes the representation, warranties and covenants contained in the subsections below to City as of the Effective Date of this Agreement. Representations, warranties and covenants that, by their nature or context, may reasonably be understood to be continuing obligations of Broker shall be deemed to be remade and effective on a continuous and uninterrupted basis throughout the term of the Agreement.

A. Corporate Status; Licensing.

Broker represents, warrants and covenants to City:

(i) if Broker is an entity, that it is a duly organized, validly existing and in good standing under the laws of the state in which it is organized;

(ii) its execution, delivery and performance of this Agreement (a) if Broker is an entity, has been authorized by all necessary corporate action; (b) does not violate the terms of any law, regulation, or court order to which Broker is subject, or the terms of any material agreement or statutory restriction to which Broker or any of its assets are subject; and (c) are not subject to the consent or approval of any third party;

(iii) this Agreement is the valid and binding obligation of Broker, enforceable against Broker in accordance with its terms;

(iv) that it (a) is licensed, qualified and in good standing as a real estate broker in each state or jurisdiction where a Property subject to a Listing Supplement is located; (b) has all other licenses that are necessary to carry on its business as now being conducted; and (c) will provide a copy of all such licenses and certificates of good standing to City upon request;

(v) Broker has secured and will continue to maintain during the term of this Agreement all federal, state and/or local permits, licenses, regulatory approvals and registrations required to render the Services described herein, including, without limitation, registration with the appropriate taxing authorities for remittance of taxes; and

(vi) Broker is not subject to any pending or threatened litigation or governmental action which could interfere with Broker's performance of its obligations hereunder.

The person who executes this Agreement and all related documents on behalf of Broker represents and warrants to the City of Newburgh that he or she is a duly authorized signatory of Broker with the requisite power and authority to bind Broker to the terms of this Agreement.

B. Performance.

In performing its obligations under this Agreement, without limiting any other warranty hereunder, Broker represents, warrants and covenants to the City of Newburgh:

(i) all work will be performed in a professional and workmanlike manner with the reasonable care that would be taken by qualified, competent and experienced real estate brokers and real estate asset managers;

(ii) all work will be performed in accordance with the standards set forth in this Agreement and all applicable industry standards and practices; and

(iii) Broker has the requisite personnel, competitive alliances, and financial and physical resources necessary to provide and to fully perform the Services under this Agreement.

8. Insurance –

During the Term of this Agreement (and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the Term) and in any event prior to commencement of Services under this Agreement, Broker will have and maintain in force, at Broker's expense, no less than the types and amounts of insurance coverage described below.

- (1) Workers' Compensation insurance with coverage applicable in all states in which services are to be performed with limits in accordance with the statutory requirements and all applicable Laws of each such state, and Coverage B – Employer's Liability Coverage, including occupational disease, with a limit of not less than \$1,000,000 per accident.
- (2) Commercial General Liability Insurance covering Broker's operations, with limits acceptable to Seller, but with combined single limits for bodily injury, personal injury and property damage not less than \$2,000,000, with the City named as an additional insured and including coverage as follows:
 - Commercial General Liability (Comprehensive Form)
 - Broad Form Contractual Liability
 - Independent Contractors (if any part of the services contemplated herein is performed by an independent contractor)
 - Broad Form Property Damage
 - Personal Injury
- (3) Automobile insurance including coverage for owned, non-owned and hired vehicles in the amount of \$1,000,000 per occurrence for bodily injury and property damage.
- (4) Professional Liability/E & O Insurance in the amount of \$1,000,000, including coverage for errors and omissions caused by Broker's negligence in the performance of its duties under this Agreement.
- (4) All insurance that Broker is required to maintain under any applicable Laws.

9. Limitation of Liability –

IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THIS AGREEMENT, OR FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THIS AGREEMENT, FOR LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE.

10. Independent Contractor –**A. Independent Contractor.**

Broker shall at all times be and act as an independent contractor of The City and, as such, no law, agreement or other arrangement that has the effect of conferring benefits upon officers or employees of the City shall be applicable to Broker or Broker Personnel in connection with the Services. Broker Personnel will be, and will remain at all times, employees or independent contractors of Broker (or Subcontractor, as the case may be) and shall not be deemed to be employees of The City of Newburgh for any purpose whatsoever. As between the City and Broker, Broker shall be solely responsible for the safety and supervision of Broker's employees and payment of wages, salaries and other amounts due such employees in connection with this Agreement and shall be responsible for all taxes, reports and other obligations respecting employees required by law.

11. Compliance with Laws –

In its performance of this Agreement, Broker shall fully comply with all applicable federal, state and local laws, including, without limitation: (a) all anti-discrimination, anti-retaliation and wage-payment laws; (b) all debt collection laws; and (c) all laws that prohibit discrimination in housing, lending and their related activities, including, without limitation, the Fair Housing Act at 42 USC §3601 et. seq., the Equal Credit Opportunity Act at 15 USC §1691 et. seq. and the Family Medical Leave Act (collectively, "Laws").

12. Notices –

All material communications and legal notices relating to this Agreement shall be given, as follows: (a) in the case of the City to the party listed on the Cover Page as the "City of Newburgh Point of Contact" with a copy to Corporation Counsel; (b) in the case of Broker, to (i) the party identified by Broker as the recipient of legal notices on the Cover Page, or (ii) if no party has been identified as the recipient of legal notices on the Cover Page, the party identified on the Cover Page as the "Broker of Record," or (c) in either case, such other point of contact designated in writing by a more senior officer of the party. All such communications and notices shall be in writing, addressed to the parties at the addresses set forth on the Cover Page, or the latest known valid address of the parties, and shall be considered received: (a) when personally delivered; (b) when delivered by commercial overnight courier with verification receipt; (c) when sent by confirmed facsimile; or (d) three (3) days after having been sent, postage prepaid, via certified mail, return receipt requested.

13. Miscellaneous –**A. Complete Agreement.**

The complete Agreement between the parties consists of the Cover Page, the Signature Page,

the General Terms and Conditions and all other documents incorporated into the Agreement by reference; the complete Agreement referenced in the preceding clause supersedes all prior agreements, representations and understandings between the parties with respect to Services performed under this Agreement.

B. Amendments.

Except as otherwise provided in this Agreement, all amendments and modifications to the Agreement or any Listing Supplement issued hereunder must be in writing and executed by authorized representatives of both parties.

C. Assignment.

Broker may not assign its rights or obligations under this Agreement to any party without the prior written consent of the City of Newburgh. Without limiting the generality of the foregoing, Broker shall not assign, co-list, or refer any Property Listing to any individual outside of its own organization without the prior written consent of the City.

D. Governing Law; Attorneys' Fees.

This Agreement and performance hereunder shall be governed by the laws of the State New York. Any and all disputes between the parties that cannot be settled by mutual agreement shall be resolved solely and exclusively in the courts located within the County of Orange, New York. Both parties consent to the jurisdiction and venue of such courts and irrevocably waive any objections thereto.

In any litigation by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the parties shall bear their own attorney fees, and costs and expenses incurred and the parties hereby waive any right or claim for the award of statutory attorneys' fees.

E. Survival.

Sections 5 (Commissions and Fees); 6 (Termination; Expiration), 8 (Insurance), 9 (Limitation of Liability), 10 (Independent Contractors), 12 (Notices), 13 (Miscellaneous), 14 (Definitions) and any other provisions of this Agreement that contemplate their continuing effectiveness shall survive termination of this Agreement.

F. Severability.

If any provision of this Agreement shall be held invalid for any reason, then such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement.

G. Caption References and Headings.

All Section headings in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

H. Construction.

Notwithstanding the general rules of construction, both the City and Broker acknowledge that both parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

14. Definitions

The following are definitions of capitalized terms used in this Agreement. Documents that are incorporated by reference may include additional defined terms for the purposes of the specific document.

“Agreement” means the Cover Page, the Signature Page(s), the General Terms and Conditions, the Listing Supplements and all other documents incorporated into the Agreement by reference.

“Broker” means the party to be charged under this Agreement with fulfilling all of the terms and conditions set forth herein. The authorized signatory of the Broker may be the Broker of Record or the Managing Broker.

“Broker of Record” means an individual who is licensed to operate, and is responsible for the overall management and control of, a real estate brokerage business. The Broker of Record may, but is not required to, delegate certain management duties to a Managing Broker.

“Broker Personnel” means the Broker, whether or not such party is an individual or a business entity, and the employees, independent contractors and Subcontractors of Broker.

“Cover Page” means the introductory page(s) to this Agreement containing information about Broker and its affiliates.

“Effective Date” means the date this Agreement becomes effective; the Effective Date is identified in Section 2.

“Listing Agent” means an individual who operates under the supervision of the Broker of Record or the Managing Broker, if the management duties of the Broker of Record were delegated to the Managing Broker, to negotiate and arrange real estate sales.

“Listing Supplement(s)” means the supplement(s) issued by the City of Newburgh from time to time, identifying Properties subject to Services to be performed by Broker under this Agreement, as modified and amended from time to time.

“Managing Broker” means an individual who is responsible for exercising the rights conferred on the Broker, supervising the performance and activities of the Broker Personnel and generally controlling and conducting the Broker’s real estate business. The Managing Broker and the Broker of Record may, but are not required to be, the same individual. If different, the Broker of Record may delegate its management duties to a Managing Broker.

“Purchase Agreement” means a standard real estate purchase agreement form for the area in which a Property is located.

“City-Owned Sales Channel” means the retail sales channel utilized by the City of Newburgh manage and dispose of Properties directly through Broker.

“Services” means tasks performed or to be performed by Broker under this Agreement, including the property valuation, listing and marketing Services.

“Signature Page” means the page that is executed by the City of Newburgh and Broker to indicate their intent to accept and be bound by the terms and conditions of this Agreement; the Signature Page may consist of multiple pages if executed by the parties in counterparts.

Listing Supplement

Date:

Lee A. Raphael
River Realty Services, Inc.
117 Executive Drive, Suite 100
New Windsor, NY 12553

Dear Lee:

The City of Newburgh, referred to throughout this document as the "Seller", grants you sole right and authority to sell this property during the listing period subject to the terms and conditions of the current City of Newburgh Master Listing Agreement.

Listed Property

Address:

County: Orange
Type of Property:
City of Newburgh Property ID:

Listing Terms and Conditions:

Listing Price:
List Start Date:
List End Date:
Conditions: Purchase of the property will be by cash at the closing or on terms acceptable to the Seller.

Commission and Bonus:

Total Broker Commission Percentage: 5%
Listing Agent Commission Percentage: 2.5%
Buyers Agent Commission Percentage: 2.5%
Minimum Listing Commission Amount: \$1250.00
Minimum Buyers Agent Commission Amount: \$1250.00

Listing Agent Bonus:
Listing Agent Bonus Expiration Date:
Buyer Incentive Amount:
Special Instructions:

MLS Listing Instructions:

Enter the listing in your local MLS and retain a copy of the listing in your files.

The terms of this letter supersede and replace the terms of any prior letter granting authority to sell this property.

Acknowledged Broker / Agent _____

Date _____



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway, 4th Floor
Newburgh, New York 12550

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

Kathryn Mack
City Comptroller
kmack@cityofnewburgh-ny.gov

NOTICE

REQUEST FOR QUALIFICATIONS - RFQ #21.17
FOR THE

REAL ESTATE BROKERAGE SERVICES FOR THE CITY OF NEWBURGH, NY

CITY OF NEWBURGH, NEW YORK

Request for Qualification (RFQ) will be received by the City Comptroller in her office at City Hall, 83 Broadway, 4th floor, Newburgh, New York until 4:00 p.m. (local time) Friday, December 15, 2017 requesting qualifications from New York State licensed Real Estate Brokers to provide professional brokerage services for marketing, listing and selling select City-owned properties.

The RFP Document, becoming available to the public on Wednesday November 1st, 2017, may be obtained by visiting the Empire State Purchasing Group website at: www.empirestatebidsystem.com, selecting the "Open Bids" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Responses to this RFQ shall be delivered to the City Comptroller by hand, mail or other courier type services and must be received on or before the specified due date and time. Facsimile or electronic mail submissions will not be accepted. **Vendors are responsible for timely delivery of their Proposals.** There will be no exceptions.

The City of Newburgh hereby notifies all prospective vendors that it will affirmatively insure that in regard to any Contract entered into pursuant to this Notice, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

The City of Newburgh reserves the right to reject any or all Qualifications and to waive any informality or technicality in any Qualifications deemed to be in the best interest of the City. Contract award may be subject to approval by the City Council.

By Order of the City of Newburgh:

By: _____
Kathryn Mack, City Comptroller

Dated: Tuesday, October 24, 2017

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

Advertisement Date:	Hudson Valley Black Press:	Wednesday, November 1, 2017
	Mid-Hudson Times:	Wednesday, November 1, 2017
	Sentinel	Friday, November 3, 2017

REQUEST FOR QUALIFICATIONS (RFQ)

REAL ESTATE BROKERAGE SERVICES FOR THE CITY OF NEWBURGH, NY

Released: November 1, 2017

Due: December 15, 2017

City of Newburgh

Office of Planning and Development

123 Grand Street

Newburgh, NY 12550

(845) 569-9400

www.cityofnewburgh-ny.gov

Purpose

The City of Newburgh has a portfolio of properties acquired under the provisions of the New York State Real Property Tax Law (RPTL). The City of Newburgh is requesting qualifications from New York State licensed Real Estate Brokers to provide professional brokerage services for marketing, listing and selling select City-owned properties.

Qualifications

A broker must hold a valid real estate broker's license and should have a minimum five years' experience marketing and selling real estate in the City of Newburgh, be a member of the Hudson Gateway Association of REALTORS (HGAR), and offer a competitive commission rate.

Requirements

The applicant must have demonstrated experience in selling residential and/or commercial real estate in the City of Newburgh. Significant experience in selling distressed properties (foreclosures, bank-owned, short sales, etc.) is preferred. The broker will be required to:

- Provide a Comparative Market Analysis (CMA) for each property to be marketed.
- Offer advice and guidance on preparing properties for sale as well as on the marketing of specific properties.
- List properties in the HGAR MLS and provide a copy of the listing to the Department of Planning and Development.

- Advertise the property in local publications and/or through appropriate on-line or social media resources.

Evaluation Criteria

- Experience - Demonstrated experience in preparing, marketing and selling properties - particularly distressed properties (foreclosures, bank-owned, short sales, etc. - in the City of Newburgh. (60%)
- Commission Structure: Competitiveness of commission proposal. (20%)
- Office Location: Preference given to brokers who have a physical office within a 10-miles radius of the City of Newburgh. (20%)

Other Criteria

The relationship to the City of the successful respondent will be that of an independent contractor. As an independent contractor, the broker or the broker's employees will not claim to be an officer or employee of the City of Newburgh.

- The City agrees to pay the broker for services rendered based on the agreed-upon commission rate. The commission will be payable upon the closing of the property.
- All property purchasers must complete the required Private Owner Development Application (PODA), submit a detailed renovation cost estimate, provide proof funds for the purchase and rehabilitation of the property, and complete a credit report authorization form. All purchase offers are subject to the Standards Terms & Conditions of Sale. These documents are available for viewing on the City of Newburgh's website – www.cityofnewburgh-ny.gov
- All purchase offers are subject to review by the Department of Planning and Development, and must be approved by the City Council. More detailed information about the purchase process is described on the Department of Planning and Development's web page of the City of Newburgh's website – www.cityofnewburgh-ny.gov

Submission Material

All applicants should submit one original and four copies of the following:

- Copy of a NYS Real Estate Broker's license.
- Proof of current membership in the Hudson Gateway Association of REALTORS (HGAR).
- Resume of the broker along with a description of any real estate entity by which you are employed or with which you are affiliated - including location, number and nature (full-time, part-time) of professional staff, years in business, and professional associations or designations.
- List of closed sales (address, purchase price and closing date) brokered in the City of Newburgh during the past two years. Respondents should also submit a list of active listings or pending sales within the City of Newburgh. The broker should clearly indicate any sales or listings that qualify as distressed properties (foreclosures, bank-owned, short sales, etc.)
- List of properties in the City of Newburgh owned by the broker – as an individual, partner or as a principal/officer in a corporate entity. Any properties owned by the broker should be current on any municipal obligations (taxes, water and sanitation) and should not have any outstanding building code violations or have a significant history of building code violations. Any vacant properties owned by the broker should be registered on the Vacant Building Registry maintained by the City of Newburgh Code Compliance Bureau. Any rental properties owned by the broker should have a rental license issued the City of Newburgh Code Compliance Bureau.
- Marketing proposal that outlines how the properties will be marketed –MLS listing, signage, advertisements, social media, etc. – as well as recommendations for preparing the property for sale (clean-outs, winterization, securing the property, etc.)
- Proposed commission rate or fee schedule for selling properties and any fee split policy when working with another broker.
- Disclose any potential conflicts of interest with any City of Newburgh elected official(s) or staff.

Submission of Proposals

An evaluation of the responses contained in the previous section will serve as a basis of selection of a Real Estate Broker best suited to meet the City's needs. This may or may not be the Real Estate Broker who offers the lowest commission rate. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

The City may, at its option, interview Real Estate Brokers as part of this selection process. However, selection may take place without such interviews. Applicants are urged to submit proposals as complete as possible on their initial submission. Applicants may be asked to submit additional information, if deemed warranted.

The City of Newburgh may terminate the RFQ process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFQ does not obligate the City of Newburgh to select a Real Estate Broker and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFQ does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this request.

The City may issue addendums or answers to questions for this RFQ through BidNet and it is the responsibility of the Applicant to monitor and respond as requested.

All responses must be received by Responses which do not meet this deadline will not be considered. Faxed or electronic submission will not be considered. All requests must be submitted either by mail or in person to:

City of Newburgh,
Office of the Comptroller, City Hall
83 Broadway, 4th Floor
Newburgh, NY 12550

Please direct all questions regarding this request for proposal in writing to the City of Newburgh's Department of Planning and Development planning@cityofnewburgh-ny.gov.



City of Newburgh
City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

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

Kathryn Mack
City Comptroller
kmack@cityofnewburgh-ny.gov

NOTICE
REQUEST FOR PROPOSAL
RFQ #22.17
for
The Purchase and Rehabilitation of
City-Owned Property at 109 South William St, Newburgh, NY
for the City of Newburgh, New York

The City of Newburgh is seeking proposals for the purchase and rehabilitation of a city-owned property at 109 South William St, Newburgh, NY.

Qualified and interested vendors shall submit their proposals by mail or in person to the City of Newburgh no later than 4:00 PM (local time) Friday, December 15th, 2017.

Vendors are responsible for timely submission of their proposals. Proposals received after specified due date and time will not be accepted.

Specifications may be obtained by visiting the Empire State Purchasing Group website at: www.empirestatebidsystem.com, selecting the "Open Bids" tab. Vendors may have to register if visiting this site for the first time.

Please ensure that "City of Newburgh-RFP 22.17" is clearly marked on the outside of the envelope submitted.

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

Award of the contract may be subject to approval by City Council. The City reserves the right to reject any or all proposals, or to accept any part of the proposal without accepting the whole thereof, or to accept such proposal they deem to be in the best interest of the City.

Kathryn Mack
City Comptroller

Dated: Tuesday October 24th, 2017

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

Advertisement Date: Hudson Valley Black Press:	Wednesday, November 1, 2017
Mid-Hudson Times:	Wednesday, November 1, 2017
Sentinel	Friday, November 3, 2017



Request for Proposals for the Purchase and
Rehabilitation of a City-Owned Property for a
Commercial Owner-Occupant at

109 S William Newburgh, NY

Release Date: November 1, 2017
Due Date: December 15 2017

City of Newburgh, Office of Planning and Development
123 Grand Street, Newburgh, NY 12550
(845) 569-9400
www.cityofnewburgh-ny.gov

The City of Newburgh, New York, requests the submission of proposals for the purchase, rehabilitation, and reuse of a city-owned property located at 109 South William Street in the City of Newburgh, Orange County, New York.

Introduction & History

The City of Newburgh is located 60 miles north of New York City on the west side of the Hudson River in Orange County, New York. Newburgh is a densely populated urban community of 3.8 square miles bounded by the Hudson River to the east, the Town of Newburgh to the north and west, and the Town of New Windsor to the south. The City has a population of approximately 30,000.

Newburgh has ferry access to the Metro North Train station in Beacon, NY; has direct bus service to Port Authority Bus Terminal in New York City; has interstate highway access to the New York State Thruway, Rte. 87 and Interstate Rte. 84; is bisected by NYS 9W and NYS 17K; and is less than 2 miles from Stewart International Airport (SWF).

The East End Historic District in the City of Newburgh was listed on the National Register of Historic Places, under the provisions of the National Historic Preservation Act of 1966, on August 15, 1985 and was adopted as local historic district in September 1985. The 445-acre district includes over 2,400 contributing buildings - many designed by some of the most renowned architects of the 19th century. According to the New York State Historic Preservation Office (SHPO), at that time it was numerically the largest historic district in New York State and the ninth largest in the nation.

The City's progressive zoning code was adopted in 2015; simultaneously, the City streamlined its land use board review process. The staff of the Planning and Development Office, the Building Department, and the Engineer's Department are available to assist with the planning of the projects proposed.

The building was constructed in 1895 for the firm of Staples and Hanford. It served as their headquarters for manufacturing of the "Staples Indestructible Spring Work", a patented design used in the production of upholstered furniture, seats, and carriage cushions.

The building has gone through several transformations in the intervening years. During the 1940's and the 1950's, it housed a dress manufacturer, the Bernice Dress Corp., and an underwear manufacturer, Chesnin Leis & Co. Inc. Throughout the 1960's, it was the home of the Sun-Ray Factory Clothing Outlet as well as Murray's Lunch.

During the last few decades, the building was used mainly as a warehouse for a variety of materials and merchandise.





FOR VISUAL REFERENCE ONLY

Exhibit A - Location of the Property

Scope of Opportunity

The City of Newburgh is seeking a developer to rehabilitate this building for an owner-occupant, for-profit commercial use that will create jobs in the community and add tax revenue to the City. The owner-occupant business must agree to a minimum of a five-year occupancy.

Proposals will be considered with multiple tenants. However, an owner-occupant business must occupy at least one-third (+/-) of the total building's square footage.

Mixed-use projects with a residential component may be considered as long as no more than two-thirds (+/-) of the total space is residential.

Building & Property Description

The building is sited on a mostly-rectangular parcel (tax map identifier: section 45, block 5, lot 5) containing "0.415 acres of land more or less", according to a previously recorded legal description.

The property has a paved, off-street parking area on the west side of the building, with an additional paved area behind the building. These areas have been poorly maintained but could be easily utilized once again. (A copy of a recent survey has been included in this RFP, as well as a copy of a recorded legal description.)

The brick building is two stories high with a full, useable, walk-out basement area. According to the assessment records, the walk-out basement is 6,885 square feet in size, the first story contains 7,385 square feet, and the top floor has 6,885 square feet. The total combined area of all three floors totals 21,155 square feet.

There are two main entrances at either end of the front of the building. There is also a freight entrance on the basement level, and a commercial-grade elevator rising from the basement to the top floor.

Industrial-sized, multi-paned windows dominate the 1st and 2nd floors. On the front of the building, some windows have been infilled. The numerous large skylights, punctuating the top floor's cathedral ceiling, flood the interior space with natural light. Although some interior renovation work (new studded walls, new drywall, etc.) was initiated on the 1st and 2nd floors, the hardwood flooring on both floors remain intact, and the top floor still retains its original tin ceiling and exposed brick interior walls.

Location

109 South William Street is located in the southern section of the City of Newburgh's East End Historic District. The property is a few blocks south from Washington's Headquarters, within walking distance to the Newburgh waterfront, and less than 200 feet from the intersection with one of the City's growing commercial arteries: Liberty Street.

The Liberty Street corridor – especially the section from Broadway south to Renwick Street – has been attracting renewed attention. New shops, businesses and restaurants have been leading the way. The former Liberty Street School, commanding the corner of Liberty Street and Renwick Street, is slated for a major redevelopment. In the surrounding neighborhood, Atlas Studios, Thornwillow Press and the Newburgh Brewery have each transformed former industrial buildings into models of successful entrepreneurial businesses.

109 South William Street is located in the Downtown Neighborhood zoning district. Interested developers are urged to consult the City of Newburgh's Zoning Ordinance (<https://ecode360.com/10875666>) for information on the uses permitted within the Downtown Neighborhood District. An excerpt of the zoning code is below.

□ § 300-137 **Downtown Neighborhood.**



The Downtown Neighborhood is characterized by residential blocks featuring rowhouses, the Liberty/Grand Street commercial corridor with a mix of uses and building facades, and mixed-use blocks of residential with shopfronts on the corner.

A. Purpose and intent.

- (1) The primary intent of this zone is to protect and promote the quality of the downtown residential neighborhoods immediately north and south of Broadway and the smaller scale mixed-use shopfront buildings located primarily on Liberty Street and Grand Street. This zone also includes the Liberty/Grand Street Heritage Corridor and contains a number of historically significant properties.
- (2) Several building forms are in this district. New infill development shall respect the pattern and scale of the existing urban development. Compact detached houses with small side yards are allowed except on lots fronting Liberty Street or Grand Street. Within the more commercial areas of the district, such as Liberty Street or Grand Street, the shopfront and midrise are the preferred building types. These commercial, mixed-use, and higher-density residential structures will reflect the historic development pattern of the area and capitalize on the cultural assets within the district.



B. District standards.

- (1) Lot standards. Buildings within the Downtown Neighborhood District shall comply with the following lot, building height, and building frontage requirements.

	Minimum	Maximum
(A) Lot width (feet)	20	—
(B) Lot depth (feet)	75	—
(C) Front setback ¹ (feet)	—	0/10
(D) Side setback ^{2,3,4} (feet)	—	0
(E) Rear setback ^{5,6} (feet)	20	—
(F) Landscaped area	15%	—
(G) Frontage occupancy	80%	
(H) Height ⁷		
Rowhouse and compact detached house	2 stories/25 feet	4 stories/50 feet
Shopfront and midrise	3 stories/35 feet	6 stories/75 feet

Exhibit B - Zoning excerpt

Potential Tax Credits & Exemptions

Historic Tax Credits: 109 South William Street is within the City of Newburgh's East End Historic District. Therefore, the building is eligible for the New York State Rehabilitation Tax Credit Program which is used in conjunction with the Federal Historic Preservation Tax Incentive. The tax credits are intended to provide owners with a financial incentive to rehabilitate a building in a manner that retains its historic characteristics. Owners can take advantage of credits on both state and federal income taxes, each providing 20% tax credits for Qualified Rehabilitation Expenditures (QRE). A developer can opt to syndicate these credits. The project must meet the guidelines as established in Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings, with oversight from the State Historic Preservation Office (SHPO).

Historic Tax Abatement 444A: The project could also qualify for the Alteration or Rehabilitation of Historic Real Property Tax Exemption (RP-444a): 9-year exemption applied to the increase in assessed value for the portion attributable to the alteration or rehabilitation of an historic property for historic preservation. For the first five years of the exemption, the increase in value attributable to the rehab work is 100% exempt from city and school taxes. For the remaining four years of the exemption, the exemption decreases by 20% each year.

Commercial Property Improvement Exemption 485B: The project may qualify for an exemption for the Construction, Alteration or Improvement of Commercial Property (RP-485-b): a 10-year tax exemption given for the increase in assessed value (the portion attributable to the construction, alteration or improvement of a commercial property but not for ordinary maintenance and repairs). In



the first year, 50% of the increase (attributable to the construction, alteration, etc.) in the assessment is exempt from city, county and school taxes. The exemption continues for an additional nine years with the amount of the exemption declining by 5% each year (i.e., 45% in year 2, 40% in year 3, etc.).

Residential-Commercial Urban Exemption 485A:

If the proposal entails converting the property into a mix of residential and commercial uses, the project may be eligible for the Residential-Commercial Urban Exemption Program (RP-485-a): a 12-year tax exemption given for the increase in assessed value (the portion attributable to the conversion, not for ordinary maintenance and repairs) from a solely non-residential use to a mix of residential and commercial uses. For the first eight years of the exemption, 100% of the increase (attributable to the conversion) in assessment is exempt from city tax. Thereafter, the exemption decreases by 20% a year (80% in year 9, 60% in year 10, 40% in year 11 and 20% in year 12).

STARTUP-NY: New businesses, businesses that relocate to New York, or expand their operations may qualify for the STARTUP-NY program. Eligibility requires that a participant be a new business in New York State, or an existing New York business relocating to or expanding within the state; partner with a New York State college or university; and create new jobs and contribute to the economic development of the local community. Eligible business received an elimination of New York State Taxes for 10 years for the business and its employees.

Sales Tax Exemption: Businesses may be eligible for sales tax exemptions on durable goods from the City of Newburgh Industrial Development Agency (IDA).

Creative Neighborhood Loan Program: The property is within Pattern for Progress/ Rhinebeck Bank's Newburgh Creative Neighborhood boundary making projects eligible for access to a \$3,000,000 loan portfolio to fund secured term loans including commercial express loans, equipment and vehicle purchases, leasehold improvements and real estate transactions under favorable pricing, advance rates and terms to the prospective borrowers in the Newburgh Creative Neighborhood.



Evaluation Criteria

Proposals will be evaluated based on the following criteria, weighted accordingly:

1. *Benefit to the City.* A proposed use that would have a positive impact on the tax revenue of the City of Newburgh, result in a net gain in jobs for the City of Newburgh and provide jobs which pay living wages. An applicant should list the existing number of staff and their approximate salary (by employment type) and any anticipated expansion of staff, including anticipated salaries. If the proposed use is for an existing business in the City of Newburgh, the use should result in a net gain in overall jobs for that business. (30%)
2. *Experience.* The principal or developer should possess at least 10 years of experience in their field of expertise, and at least 5 years in managing and/or supervising a like business. (10%)
3. *Financial Capacity.* Demonstrated financial capacity and experience to complete a rehabilitation that preserves the historic character of the property, is compatible with the immediate neighborhood and can be accomplished in a timely manner. (30%)
4. *Offer price.* (30%)



Submission Requirements

All responses must be received by Friday, December 15, 2017 by 4:00 pm. Responses which do not meet this deadline will not be considered. Faxed or electronic submission will not be considered. All proposals must be submitted either by mail or in person:

City of Newburgh
Office of the Comptroller
City Hall
83 Broadway
Newburgh, NY 12550

Any response to this RFP should include **one original and four copies** of the following:

- A completed Private Owner Development Application (PODA). The principal or developer may also be asked, at the discretion of the Department of Planning and Development, to also submit a PathStone Credit Report Application.
- A letter of interest in the project which includes detailed information about the identified use. Preliminary plans or drawings are expected.
- A business plan for the business or business proposed for the building including the aforementioned employment information.
- A resume or Curriculum Vitae (CV) outlining the experience of the principal or supervisor of the occupant business.
- A list of any previously completed projects comparable in size and scope.
- The demonstrated capacity of the developer to finance the purchase, develop the property and manage its final use. A projected budget, list of potential funding sources and time schedule for completion of the project is also requested.
- occupant business.
- A list of any previously completed projects comparable in size and scope.
- The demonstrated capacity of the developer to finance the purchase, develop the property and manage its final use. A projected budget, list of potential funding sources and time schedule for completion of the project is also requested.

Site Inspections

Site inspections will occur on Monday, November 13, between 10:00 am and 12:00 pm, and on Friday, November 17, between 1:00 pm and 3:00 pm. Applicants must pre-register with the Department of Planning & Development. Applicants can pre-register by sending an e-mail to planning@cityofnewburgh-ny.gov stating the name of the applicant and the applicant's corporate affiliation (if any), any other individuals to be included in the inspection, and the date requested for an inspection. All requests must include a signed "Waiver of Liability" for each person entering the building as an attachment to the e-mail. (The "Waiver of Liability" form is included as an attachment to this RFP, and is also included in the PODA.) Once the request has been received and reviewed, the applicant will receive an e-mail confirming the date and time.

We recommend that a design professional and/or contractor attend the walk-through as well. Due to the current condition of the building, anyone who enters the building is encouraged to wear clothing and footwear appropriate to exploring the interior of long-neglected structure. A camera and powerful flashlight are also recommended. There is no utility service to the building.

Review Process

An evaluation of the responses contained in the previous section will serve as a basis of selection of the Developer best suited to meet the City's goals for the site. Those deemed "best-suited" then may be asked to submit a more detailed proposal. The City of Newburgh reserves the right to amend its evaluation criteria at its sole discretion.

The City may, at its option, interview Developers as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to submit proposals as complete as possible on their initial submission.

The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this proposal.

The proposal chosen will be one that represents the best value to the City of Newburgh. This may or may not be the highest offer.

Please direct all questions regarding this request for proposal in writing to the City of Newburgh's Department of Planning and Development at planning@cityofnewburgh-ny.gov

Release of Liability

I _____, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

Print

Signature

Date



FOR VISUAL REFERENCE ONLY



109 S William Street

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



L E G A L D E S C R I P T I O N
SCHEDULE "A"

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, bounded and described as follows:

BEGINNING at a point on the southerly side of SOUTH WILLIAM STREET being 75.00 feet easterly from SOUTH LANDER STREET;

THENCE South 72 degrees 06 minutes 30 seconds East a distance of 159.71 feet along the southerly side of SOUTH WILLIAM STREET to a point;

THENCE South 17 degrees 33 minutes 00 seconds West a distance of 117.00 feet along the easterly face of a building part of the way and lands now or formerly SOUTH WILLIAM REALTY (liber 4076 page 75) to a point;

THENCE North 72 degrees 06 minutes 30 seconds West a distance of 135.22 feet along the lands now or formerly GRACI, FORD, MILLIKEN, FLORES, KENGER, and CERTO to a point;

THENCE North 17 degrees 48 minutes 00 seconds East a distance of 25.00 feet along the lands now or formerly FRANQUI (liber 4593 page 34) to a point;

THENCE North 72 degrees 06 minutes 30 seconds West a distance of 25.00 feet along the lands now or formerly MIRANDA (liber 5624 page 301) to a point;

THENCE North 17 degrees 48 minutes 00 seconds East a distance of 92.00 feet along the lands now or formerly PEDONE (liber 4704 page 172) to the point or place of BEGINNING.

SUBJECT TO a access right-of-way and loading area easement as described in liber 4076 page 78 & liber 4961 page 35.

TOGETHER with and subject to covenants, easements and restrictions of record.

CONTAINING - 0.415 acres of land more or less.

RESOLUTION NO.: _____ - 2018

OF

APRIL 9, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING OF THE REMOVAL OF THE STROOKS FELT DAM**

WHEREAS, Riverkeeper wishes to remove the Strooks Felt Dam on Quassaick Creek, located in Orange and Ulster Counties with the goal of restoring passage for fish and wildlife in Quassaick Creek and the Hudson River; and

WHEREAS, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program's Tributary Restoration and Resiliency program to remove the Strooks Felt Dam located in Quassaick Creek, a site partially located within the jurisdiction of the City of Newburgh;

WHEREAS, as a requirement of this program, Riverkeeper must obtain "a resolution by the municipality supporting the project";

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby supports the project to remove the Strooks Felt Dam which is partially located within the municipal boundary of the City of Newburgh.

ADOPTED
RESOLUTION NO. _____
RESOLUTION IN SUPPORT OF THE REMOVAL OF STROOKS FELT DAM

Whereas, Riverkeeper wishes to remove the Strooks Felt Dam on Quassaick Creek, located in Orange and Ulster Counties with the goal of restoring passage for fish and wildlife in Quassaick Creek and the Hudson River; and

Whereas, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program's Tributary Restoration and Resiliency program to remove the Strooks Felt Dam located in Quassaick Creek, a site partially located within the jurisdiction of the City of Newburgh; and

Whereas, as a requirement of this program, Riverkeeper must obtain "a resolution by the municipality supporting the project," therefore be it

Resolved, that the City of Newburgh City Council hereby supports the project to remove the Strooks Felt Dam which is partially located within the municipal boundary of the City of Newburgh..

Riverkeeper
Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek
Proposal to the New York State Department of Environmental Conservation
Summary

Riverkeeper is preparing an application to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program. The proposed project is to remove the Strooks Felt Dam on the Quassaick Creek. Removing this first barrier to the Hudson River will restore almost a mile of habitat for both river herring and eel – two aquatic species in serious decline. The dam is situated on land owned by the City of Newburgh and Orange County. Ten years ago, Orange County prepared an application for NOAA funding to have this dam removed. For unknown reasons, the project was not funded, but this application demonstrates both the need to remove the dam and the political will to do so.

Several species of diadromous fish move in from the ocean using tributaries to the Hudson River as migration pathways between feeding, nursery, and spawning grounds. Many dams and culverts are blocking those pathways and dramatically shrinking available or accessible habitat area, causing declines in fish biodiversity and other wildlife. As years pass, most dams are relics of the past, no longer serving the purposes for which they were originally built and many fall into disrepair.

Riverkeeper is committed to restoring aquatic life to the Hudson River by ridding the river and its tributaries of the hundreds of obsolete dams that now serve only as impediments for the river's diadromous fish, preventing them from reaching habitat crucial to various life stages. Removing dams is critical to restoring the natural flow of the river as well as the biodiversity and the abundance of life in the Hudson.

The goal of the project is to restore the ancestral habitat for river herring and eels in Quassaick Creek, while also building the resiliency of the surrounding land against climate change threats. Riverkeeper is proposing to remove the 7 foot Strook Felt dam on Quassaick Creek, which presents a significant barrier to both river herring and eel as well as an assortment of aquatic invertebrates. Removal of the barrier will increase diadromous fish habitat in the creek, as well as improve the potential for ecosystem restoration by reconnecting a river to the ocean via the Hudson River.

River herring and American eels have been in serious decline for the past thirty years. River herring are now at three percent of their historic population size and American eels are suffering a similar fate. Should any of these species (Alewife, Blueback Herring or American eels) be placed on the endangered species list - which is not unrealistic since petitions have been submitted by the Natural Resources Defense Council in 2011 and river herring suffered from excessive bycatch this season already by midwater trawls for Mackerel, Longfin Squid and Sea Herring in the Atlantic Ocean. If such listing is warranted, then both owners could be forced by the federal government to remove the dam at their own expense in order to expand essential and critical habitat.

The scope of work includes preparation of the access road, setting up of the staging area, mobilizing the equipment, dewatering around the site, removal of the dam and apron, trucking the remains to an authorized disposal facility, stabilizing the channel bed and stream bank as needed, doing the necessary pre- and post-project monitoring, holding a pre-construction meeting with the contractor, supervising the contractor's work, handling permit documents and preparing plans if necessary, with project management and oversight.

Riverkeeper is uniquely qualified to manage this project, with a long track record of success as a grantee of the Hudson River Estuary Program, and working in communities in the Hudson Valley through our Boat Patrol, Outreach, and Water Quality Programs. They successfully facilitated the removal of the Wynants Kill Dam in Troy by bringing all relevant parties to the table. They now have a full-time Habitat Restoration Manager who is a professional ecologist and scientist with extensive experience studying fish populations on staff leading their dam removal efforts. Prior to joining Riverkeeper, he was an aquatic ecologist with the NYC Department of Parks and Recreation, overseeing projects on diadromous fish reintroduction, barrier mitigation, and fish passage. They are also engaging the services of Laura Wildman, a world renowned expert in barrier removal, and her team at Princeton Hydro Engineering.

Riverkeeper hopes that Orange County and the City of Newburgh will support their original proposal to remove this dam, since a full removal and river restoration would be funded at no cost by the municipalities, and because both jurisdictions are liable for any and all damages in and around the structure as well as for scheduled maintenance as ordered by NYSDEC Dam Safety Office.

Hence, removal is a win-win situation for all parties concerned, whereas failure to capitalize on this fortuitous opportunity and thereby allowing this obsolete dam to languish another 10 years is a lose-lose proposition for everyone, but mostly for the imperiled fish and the movement Riverkeeper is trying to champion throughout the Hudson Valley.

RESOLUTION NO.: _____ - 2018

OF

APRIL 9, 2018

**A RESOLUTION ENDORSING THE APPLICATION OF RIVERKEEPER FOR A
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ROUND 23 HUDSON RIVER ESTUARY TRIBUTARY RESTORATION AND
RESILIENCY PROGRAM GRANT FOR RESTORING HERRING AND EEL PASSAGE:
REMOVING THE STROOKS FELT DAM ON QUASSAICK CREEK PROJECT**

WHEREAS, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program to be located in Quassaick Creek, a site located partially within the territorial jurisdiction of the City of Newburgh; and

WHEREAS, as a requirement of this program, said not-for-profit organization must obtain the “approval/endorsement of the governing body of the municipality in which the project will be located”;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes and endorses the application of Riverkeeper for a grant under the Round 23 Hudson River Estuary Program Tributary Restoration and Resiliency program for a project known as “Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek” located within the municipal boundary of the City of Newburgh, and the City Manager is hereby authorized to execute all documents in connection with this grant application.

RESOLUTION OF MUNICIPAL ENDORSEMENT

WHEREAS, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program to be located in Quassaick Creek, a site located partially within the territorial jurisdiction of the City of Newburgh; and

WHEREAS, as a requirement of this program, said not-for-profit organization must obtain the “approval/endorsement of the governing body of the municipality in which the project will be located”,

NOW, THEREFORE, be it resolved that the City of Newburgh City Council hereby authorizes and endorses the application of Riverkeeper for a grant under the Round 23 Hudson River Estuary Program Tributary Restoration and Resiliency program for a project known as “Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek” located within the municipal boundary of the City of Newburgh, and the City Manager is hereby authorized to execute all documents in connection with this grant application.

Riverkeeper
Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek
Proposal to the New York State Department of Environmental Conservation
Summary

Riverkeeper is preparing an application to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program. The proposed project is to remove the Strooks Felt Dam on the Quassaick Creek. Removing this first barrier to the Hudson River will restore almost a mile of habitat for both river herring and eel – two aquatic species in serious decline. The dam is situated on land owned by the City of Newburgh and Orange County. Ten years ago, Orange County prepared an application for NOAA funding to have this dam removed. For unknown reasons, the project was not funded, but this application demonstrates both the need to remove the dam and the political will to do so.

Several species of diadromous fish move in from the ocean using tributaries to the Hudson River as migration pathways between feeding, nursery, and spawning grounds. Many dams and culverts are blocking those pathways and dramatically shrinking available or accessible habitat area, causing declines in fish biodiversity and other wildlife. As years pass, most dams are relics of the past, no longer serving the purposes for which they were originally built and many fall into disrepair.

Riverkeeper is committed to restoring aquatic life to the Hudson River by ridding the river and its tributaries of the hundreds of obsolete dams that now serve only as impediments for the river's diadromous fish, preventing them from reaching habitat crucial to various life stages. Removing dams is critical to restoring the natural flow of the river as well as the biodiversity and the abundance of life in the Hudson.

The goal of the project is to restore the ancestral habitat for river herring and eels in Quassaick Creek, while also building the resiliency of the surrounding land against climate change threats. Riverkeeper is proposing to remove the 7 foot Strook Felt dam on Quassaick Creek, which presents a significant barrier to both river herring and eel as well as an assortment of aquatic invertebrates. Removal of the barrier will increase diadromous fish habitat in the creek, as well as improve the potential for ecosystem restoration by reconnecting a river to the ocean via the Hudson River.

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RESOLUTION NO.: _____-2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO UMAR AHMAD
TO THE PREMISES KNOWN AS 307 LIBERTY STREET
(SECTION 11, BLOCK 5, LOT 11)**

WHEREAS, on June 10, 2011, the City of Newburgh conveyed property located at 307 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 5, Lot 11, to Umar Ahmad; and

WHEREAS, Mr. Ahmad has requested a release of the restrictive covenants contained in said deed; and

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

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 307 Liberty Street, Section 11, Block 5, Lot 11 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 June 10, 2011, from THE CITY OF NEWBURGH to UMAR AHMAD, recorded in the Orange County Clerk's Office on July 13, 2011 in Liber 13199 of Deeds at Page 0202 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2018

OF

APRIL 9, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 79 WILLIAM STREET (SECTION 39, BLOCK 2, LOT 23) AT PRIVATE SALE TO
BISESSAR ALVIN MOONESAR FOR THE AMOUNT OF \$17,000.00**

WHEREAS, the City of Newburgh is the owner of real property known as 79 William Street, being more accurately described as Section 39, Block 2, Lot 23, on the official tax map of the City of Newburgh; and

WHEREAS, the City of Newburgh recovered title to said property through its right of re-entry by Sheriff's deed dated March 8, 2018 which was recorded in the office of the Orange County Clerk; and

WHEREAS, pursuant to City Code Chapter 13, the City may sell real property owned by or in the control of the City of Newburgh through public or private transaction; and

WHEREAS, the City of Newburgh desires to sell 79 William Street and the prospective buyer has offered to purchase the 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 July 13, 2018, 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>
79 William Street	39 - 2 - 23	Bisessar Alvin Moonesar	\$17,000.00

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

79 William Street, City of Newburgh (39-2-23)

STANDARD TERMS:

1. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
2. 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.
3. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, 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 2017-2018, 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.
4. **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.
5. Notice is hereby given that the properties are vacant and unoccupied. The parcels are 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 properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcels in accordance with same.
6. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. The parcels are being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcels so designated 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 July 13, 2018. 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.: _____ - 2018

OF

MARCH 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH
THE NEWBURGH URBAN FARM AND FOOD INITIATIVE
FOR THE MANAGEMENT OF THE DOWNING PARK URBAN FARM**

WHEREAS, as part of the City of Newburgh Five Year Consolidated Plan, the subsequent Fiscal Annual Action Plans included an allocation of funding for the Downing Park Greenhouse Improvements Project and Downing Park Urban Farm; and

WHEREAS, by Resolution No. 134-2015 of June 15, 2015 and Resolution No. 182-2017 of July 10, 2017, the City Council authorized a sub-recipient agreement with the Newburgh Community Land Bank for the oversight and management of the Downing Park Greenhouse Improvements Project and provided funding for two and one/half years beginning June 2015 and ending December 31, 2017; and

WHEREAS, the Newburgh Urban Farm and Food Initiative (“NUFFI”) is an active network of local residents and community organizations which fosters community and residential gardens, the production of food for the City of Newburgh and educates Newburgh residents about the connections of food and community; and

WHEREAS, NUFFI will assume oversight of the Downing Park Urban Farm for the 2018 growing season during which it will improve infrastructure and develop a comprehensive plan for operating the Farm; and

WHEREAS, the City of Newburgh wishes to support the Newburgh Urban Farm and Food Initiative through an allocation of Community Block Grant Funding in the amount of \$60,000.00 for the current year and an additional \$32,000.00 contingent on receipt of future award and proposes to enter into a sub-recipient agreement for the management for this purpose for the period beginning January 1, 2018 and ending December 31, 2018; and

WHEREAS, this Council has determined that allocating the funding and entering into the sub-recipient agreement is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the sub-recipient agreement, in substantially the same form as attached hereto with other provisions as may be required by the Corporation Counsel, with the Newburgh Urban Farm and Food Initiative for the oversight and management of the Downing Park Urban Farm and to provide funding in the amount of \$60,000.00 for the current year and an additional \$32,000.00 contingent on receipt of future award to support the Initiative.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2018

BY AND BETWEEN:

NAME: NEWBURGH URBAN FARM AND FOOD INITIATIVE

ADDRESS: P.O. Box 541, Newburgh, NY 12550

FEDERAL EMPLOYER ID #: _____

a Not-for-Profit Corporation established in accordance with the laws of the State of New York hereinafter referred to as the "SUB-GRANTEE", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY",

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the Sub-grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program to be identified as the Downing Park Urban Farm, which is attached hereto and made a part of this Agreement (Schedule "A"); and

WHEREAS, City wishes to provide funding to support the program as proposed by the Newburgh Urban Farm and Food Initiative as sub-grantee for the period of one year; and

WHEREAS, the Newburgh City Council has authorized the funding of the program and purpose as detailed in Schedule A, in the amount of \$92,000 with \$60,000 available and \$32,000 subject to future award as detailed in Schedule "B";

NOW, THEREFORE, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

Article I. SCOPE OF SERVICES

- (1) The Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Sub-grantee's funding proposal and assures the City that the Sub-grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

(3) The Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

(4) The Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the City Manager of the City.

(5) The Sub-grantee agrees to provide technical support to carry out this service as stated in Article I (4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. PAYMENT BY THE CDBG PROGRAM

(1) The services of the Sub-grantee are to commence upon execution of this agreement and extending for a period from January 1, 2018 and ending December 31, 2019.

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY

(1) Upon request by the Sub-grantee, the CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.

(2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

(1) The Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance

Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.

(2) The Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.

(3) Certified yearly audits of the Sub-grantee must be submitted to the City for review by the City's CPA. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

(1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed Thirty-Five Thousand (\$35,000.00) Dollars as full payment for all services rendered by the Sub-grantee during the period of this agreement.

(3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a monthly basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

- (a) For the first month and for each succeeding monthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the City Manager of the City.
- (b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

(4) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

The Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City Manager of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Sub-grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Sub-grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the City Manager of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Sub-grantee is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Sub-grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The as Sub-grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Act of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

The Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Sub-grantee from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

(1) The Sub-grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

The Sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, at any time by written notice to and with the written agreement of the Sub-grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City/THE CITY and shall be submitted to it.

(2) In the event of termination, the Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-grantee, the City may withhold from any payments due the Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-grantee.

ARTICLE XIX. INDEMNIFICATION

(1) The Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR NEW YORK STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Sub-grantee, its agents and employees).

(4) The Sub-grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Sub-grantee shall provide Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

(B) The Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto. Notices of any nature referred to in this agreement shall be in writing by certified mail or delivery by hand, or sent by facsimile. Notices shall be effective on the date of receipt.

To the City: City Manager
Executive Office
83 Broadway,
Newburgh, NY 12550

With a copy to: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh NY 12550

To the Sub-grantee:
Newburgh Urban Farm and Food Initiative
P.O. Box 541
Newburgh, NY 12550

IN WITNESS WHEREOF, the **Sub-grantee, City** have executed this Agreement the day and year herein mentioned.

SUB-GRANTEE

NEWBURGH URBAN FARM AND FOOD INITIATIVE

CITY OF NEWBURGH

By_____

By_____

Title_____

Michael G. Ciaravino, City Manager
Per Res. No.

Date: _____

Date_____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Comptroller

**DRAFT PROPOSED BUDGET
NEWBURGH URBAN FARM AND FOOD INITIATIVE**

			NEWBURGH FUNDING	OTHER FUNDING
EXPENSES				
PERSONNEL				
	NUFFI Director	\$35,000.00	\$35,000.00	
	FARMER	\$30,000.00	\$30,000.00	
	PROGRAMMING	\$20,000.00	\$20,000.00	
	FOOD DONATION	\$12,000.00		X
SUPPLIES				
FARM				
	SOIL	\$1,000.00		X
	Lumber and Building supplies	\$1,000.00	\$1,000.00	
	Growing supplies (seeds, seedlings, fertilizer, etc.)	\$1,500.00		X
OFFICE				
	PRINTING	\$3,000.00		X
	POSTAGE	\$500.00		X
	MARKETING (website, social media, publication ads)	\$2,000.00		X
INSURANCE		\$7,000.00	\$5,000.00	X
SUB-TOTAL		\$113,000.00		
ADMINISTRATIVE FEE (CFOS)		\$2,500.00	\$1,000.00	X
TOTAL		\$115,500.00	\$92,000.00	\$23,500.00

DRAFT

Downing Park Urban Farm

NUFFI assumes oversight for 2018 growing season.

Use season to improve infrastructure and develop comprehensive plan for operating the Farm.

A. Improve Infrastructure

- Repairs:
 - Complete buildings – coolbot, head house, take down the structure that was started.
 - Repair or replace raised beds.
 - Remove tree from in-ground fenced parcel.
- Replant only raised beds and hoop house.
 - Determine how much of produce can go to Food Donation Program
 - Include Farm produce at DP Farmers' Market
- Rebuild soil in the in-ground fenced parcel.
- Plant a cutting flower garden.

B. Establish Task Force to develop and operationalize comprehensive plan for DPUF

C. Farmers

- Hannah Kelly (Vasquez)
- Christine Hutchinson



P.O. Box 541, Newburgh, NY 12551 • NewburghUrbanFarmandFood@gmail.com

Building Community Cohesiveness and Food Security Through Access to Gardens, Resources, and Fresh Food

... gardens provide benefits at multiple levels, creating an "urban oasis" that provides refuge from urban decay while revitalizing city neighborhoods. At the individual level, gardeners underscored psychological benefits, including pride and a connection with nature. At the neighborhood level, gardeners developed trusting relationships with their neighbors and shared learning experiences. At the community level, gardeners perceived that gardens reclaim city space by cleaning up degraded lots, creating gathering places, and improving the food environment".

Growing an urban oasis: A qualitative study of the perceived benefits of community gardening in Baltimore, MD; Melissa N. Poulsen, Kristyna R S Hulland, Carolyn A. Gulas, Hieu Pham, Sarah L. Dalglish, Rebecca K. Wilkinson, [Peter J. Winch](#); Johns Hopkins University Bloomberg School of Public Health

The Newburgh Urban Farm and Food Initiative (NUFFI) is an active network of local residents and community organizations, which fosters community and residential gardens, the production and distribution of food for the City of Newburgh, and educates Newburgh residents about the connections of food and community. NUFFI provides Outreach, Public Education and Technical Assistance. Existing communities working together to retain 'ownership' of their neighborhoods and culture will develop innovative solutions that accomplish the important goal of empowering residents to work toward a just and resilient food system for the City of Newburgh.

NUFFI Programs

Community Gardens

NUFFI serves as a "hub" for community garden activities that create opportunities for residents to work **with** each other; providing community-based resources to improve the capacity of residents to access properties; and successfully install and maintain gardens in their neighborhoods.

Residents will be encouraged to assume care of community gardens to foster a sense of community, create safer neighborhoods, and provide healthy, culturally appropriate food that improves food security.

NUFFI will accomplish this by:

- Maintaining community leadership and collaboration of current gardens; and

"For the approximately 42 million home and community gardeners in the US, excess produce donations could add up to 11.47 billion pounds annually. At an average estimated price of \$2.41 per pound of fresh produce, these excess produce donations represent a value of \$27.63 billion."

http://www.ampleharvest.org/downloads/GardenerSurvey/AmpleHarvest.org_Garden_Food_Waste_Study-8-30.pdf

- Adding new gardens in neighborhoods throughout the City of Newburgh.

Services provided by NUFFI will include:

1. Resource materials to all community gardens including education, tool sharing and bulk purchasing.
2. Technical Assistance in design, installation and ongoing maintenance.
3. Community-based Workshops on topics relevant to urban gardening.

Food Access for Greater Food Security & Health

NUFFI will increase access by residents to locally grown healthy food and reduce food waste by providing community gardens and residents with a way to distribute their excess produce. NUFFI will also investigate and create opportunities for additional markets for distributing local products.

NUFFI will accomplish this by:

- Continuing and helping to grow the Newburgh Citywide Produce Donation Program through direct liaison between gardens and food assistance programs, and collaborations with other food access groups.
- Assisting the current Farmers' Markets and investigating the feasibility of a year-round Market.
- Research the development of retail outlets such as a Local Food Coop, a "Buy Local" program to encourage local grocery stores and restaurants to carry local products, and a produce prescription program where local health care providers write prescriptions for produce that can be redeemed at local Farmers' Markets and grocery stores.

Services provided by NUFFI will include:

1. Outreach to community and residential gardens.
2. Distribution to local food assistance programs & markets.
3. Research of models appropriate for Newburgh - Can we sustain a food coop? Will physicians/health care works want to develop a produce prescription program?

Community Events

NUFFI will encourage greater community understanding and support for community gardening through community events.

NUFFI will accomplish this by sponsoring:

- *The Newburgh Urban Farming Fair* highlighting education and fun family activities to start the growing season.
- *A Collard Greens Cook-Off* featuring food and family activities focused on harvest at the end of the growing season.
- *A Speaker Series* on timely topics relating to urban gardening and food.

Outreach & Communications

NUFFI will work with its partners to expand and enhance participation of all sectors of the populations in the City of Newburgh in developing a just and resilient food system for the City.

NUFFI will accomplish this by:

- Continuing to build an expansive collaboration of community organizations supporting urban gardening in the City of Newburgh.
- Designing and delivering an effective communications strategy using multi-lingual and culturally appropriate materials.
- Creating an identity for the Newburgh Urban Farm and Food Initiative through a well-designed Branding/Marketing strategy.
- Developing a citywide Corps of community volunteers to assist with urban gardening activities.

Who We Are

The Newburgh Urban Farm and Food Initiative (NUFFI) began in 2015 as a group of community gardens and organizations brought together by Virginia Kasinki, Outreach Manager for the Downing Park Urban Farm as a loosely formed collaboration to promote urban gardening in the City of Newburgh.

Community Partners include:

- Newburgh Armory Unity Center
- Downing Park Urban Farm
- Grand Street Community Garden
- Hudson Valley Seed
- NHS Center for Hope
- Latinos Unidos
- Orange County Cornell Cooperative Extension
- Downing Park Planning Committee
- Newburgh Community Land Bank
- Orange County Department of Health
- Orange County Land Trust
- City of Newburgh Department of Planning and Economic Development

This effort will continue to be broad based and seek to increase and enhance the partnership with additional representatives from all sectors of the community.

What has been Accomplished

- Increased Community Gardens – Currently there are eight gardens in the City
- Held the Newburgh Urban Farming Fair – 2016 & 2017
- Established the Newburgh Citywide Food Donation Project – Piloted in 2016 (600 pounds donated); Citywide in 2017 (2,700 pounds donated)
- Installed refrigerated toolsheds (Coolbots) at the Newburgh Armory Unity Center Garden and Downing Park Urban Farm – sites serve as donation centers for excess produce from residential gardens.
- Created a Garden Tool Lending Library at the Downing Park Urban Farm

RESOLUTION NO.: _____ - 2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT IF AWARDED A SNY PLAY BALL GRANT
PRESENTED BY MEMORIAL SLOAN KETTERING CANCER CENTER
IN THE AMOUNT OF \$5,000.00**

WHEREAS, SNY Play Ball presented by Memorial Sloan Kettering Cancer Center will award two \$5,000.00 grants to youth baseball and softball organizations in the New York Tri-State and Metropolitan Area to be used for the purchase of necessary baseball/softball equipment, field maintenance, and/or other needed items; and

WHEREAS, SNY is teaming up with the Mets to award grants, donate equipment, conduct a clinic at Citi Field, and invite youth to a Mets game; and also honor and recognize recipients on television and at Citi Field during SNY Play Ball Week from May 14 – May 19; and

WHEREAS, the funds if awarded would be used to assist Newburgh's Cal Ripken Baseball League to replace equipment which include the batting cage and pitching machine which were damaged by a snowstorm, baseball bats which need to be replaced due to new regulations, balls, uniforms, and allow the members to participate in a youth baseball clinic with the New York Mets; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept if awarded a SNY Play Ball Grant presented by Memorial Sloan Kettering Cancer Center in the amount of \$5,000.00 requiring no City match; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

ORDINANCE NO.: _____ - 2018

OF

APRIL 9, 2018

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED “FEES”
OF THE CODE OF THE CITY OF NEWBURGH
TO PROVIDE A FEE FOR THE REPLACEMENT
OF LOST ELECTRICAL OR PLUMBING LICENSES

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:

§ 163-1. Schedule of Code Fees.

Chapter 155, Electrical Standards

§ 155-15	<u>Replacement of Lost License</u>	<u>\$25.00 per license</u>
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Chapter 230, Plumbing

§ 230-15	<u>Replacement of Lost License</u>	<u>\$25.00 per license</u>
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Section 2. This ordinance shall take effect immediately.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

ARTICLE IV
Snow Emergency Parking

§ 288-37. Definitions.

The following definitions shall apply in the interpretation and enforcement of this article:

ROADWAY — That portion of a street or highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

SECONDARY STREETS — Any streets which are not marked as snow emergency routes.

SNOW EMERGENCY ROUTES — Those streets marked as such in accordance with the provisions of this article.

STREET OR HIGHWAY — The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

§ 288-38. Parking on snow emergency routes.

- A. Whenever the City Manager finds, on the basis of falling snow, sleet or freezing rain or on the basis of a forecast by the United States Weather Bureau or other weather service of snow, sleet or freezing rain, that weather conditions will make it necessary that motor vehicle traffic be expedited and that parking on City streets be prohibited or restricted for snow plowing and other purposes, the City Manager shall put into effect a parking prohibition on parts of or all snow emergency routes as necessary by declaring it in a manner prescribed by this article.
- B. Notwithstanding the provisions of Subsection A hereof, a parking prohibition shall automatically go into effect on any part of any snow emergency route on which there has been an accumulation of snow and ice of 2 1/2 inches or more.
- C. Once in effect, a prohibition under this section shall remain in effect until the snow emergency is declared over by the City Manager. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a snow emergency route to which it applies. The parking prohibition established by this section shall govern over any other provision of this chapter purporting to permit parking on any snow emergency route. **[Amended 1-23-1995 by Ord. No. 2-95]**

§ 288-39. Parking on secondary streets.

- A. Whenever the City Manager finds on the basis of falling snow, sleet, freezing rain or on the basis of a forecast by the United States Weather Bureau or other weather service of snow, sleet or freezing rain, that weather conditions will make it necessary that motor vehicle traffic be expedited and/or that parking on City streets be prohibited or restricted for snow plowing and other purposes, the City Manager shall put into effect a parking prohibition on parts of all secondary streets as necessary by declaring it in a manner prescribed by this article. The prohibition shall remain in effect until it is declared ended by the City Manager. **[Amended 1-23-1995 by Ord. No. 2-95]**
- B. During a snow emergency, all secondary streets will be governed by the alternate-side-of-the-street parking regulations of § 288-36, except as otherwise provided in this section.
- C. When a snow emergency has been declared by the City Manager, all parking ordinances shall be suspended. The provisions of § 288-36, Alternate-side-of-the-street parking, shall apply until the snow emergency is declared ended by the City Manager. **[Amended 1-23-1995 by Ord. No. 2-95]**

§ 288-40. Stalled vehicle on snow emergency route.

Whenever a vehicle becomes stalled for any reason, whether or not in violation of this article, on any part of a snow emergency route on which there is a covering of snow, sleet or ice or on which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such snow emergency route. No person shall abandon or leave his vehicle in the roadway of a snow emergency route (regardless of whether he indicated, by raising the hood or otherwise, that the vehicle is stalled), except for the purpose of securing assistance during the actual time necessary to go to a nearby telephone or to a nearby garage, gasoline station or other place of assistance and return without delay.

§ 288-41. Declarations of City Manager.

- A. The City Manager shall cause each declaration made by him pursuant to this article to be publicly announced by means of broadcasts from station(s) with a normal operating range covering the City, and he may cause such declaration to be further announced in newspapers of general circulation when

feasible. Each announcement shall describe the action taken by the City Manager, including the time it became or will become effective, and shall specify the streets or areas affected.

- B. The City Manager shall make or cause to be made a record of each time and date when any declaration is announced to the public in accordance with this section.

§ 288-42. Termination of parking prohibition. [Amended 1-23-1995 by Ord. No. 2-95]

Whenever the City Manager shall find that some or all of the conditions which give rise to a parking prohibition in effect, pursuant to this article, no longer exists, he may declare the prohibition terminated in whole or in part in a manner prescribed by this article, effective immediately upon announcement.

§ 288-43. Provisions temporarily effective to take precedence.

Any provision of this article which becomes effective by declaration of the City Manager or upon the occurrence of certain weather conditions shall, while temporarily in effect, take precedence over other conflicting provisions of law normally in effect, except that it shall not take precedence over provisions of law relating to traffic accidents, emergency travel of authorized emergency vehicles or emergency traffic directions by a police officer.

§ 288-44. Signs to mark snow emergency routes.

On each street designated by this Article as a snow emergency route, the City Manager shall post special signs at intervals not exceeding 90 feet with the wording "Snow Emergency Route, No Parking During Emergency, Tow-Away Zone." These signs shall be distinctive and uniform in appearance and shall be plainly readable to persons traveling on the street or highway.

§ 288-45. Removal, impounding and return of vehicles.

- A. Members of the Police Department are hereby authorized to remove or have removed a vehicle from a street to the nearest garage or other place of safety, including another place on a street, or to a garage designated or maintained by the Police Department or otherwise maintained by this City when:
- (1) The vehicle is parked on a part of a snow emergency route on which a parking prohibition is in effect.

- (2) The vehicle is stalled on a part of a snow emergency route on which there is a covering of snow, sleet or ice or on which there is a parking prohibition in effect and the person who was operating such vehicle does not appear to be removing it in accordance with the provisions of this article.
 - (3) The vehicle is parked in violation of any parking ordinance or provision of law and is interfering or about to interfere with snow removal operations.
- B. No person shall recover any vehicle removed in accordance with this section except as provided herein. Before the owner or person in charge of such vehicle shall be allowed to recover it from the place where it has been placed or impounded, he shall present to the custodian of the vehicle evidence of his identity and right to possession of the vehicle, shall sign a receipt for its return, shall pay the cost of removal, in accordance with the schedule provided in the City towing contract, and shall pay any cost of storage accrued. Until paid, these charges constitute a lien on the vehicle which may be enforced in the same manner as a garage keeper's lien.
- C. This section shall be supplemental to any other provisions of law granting members of the Police Department authority to remove vehicles.

§ 288-46. Citation on vehicle parked or left in violation of article. [Amended 11-26-2012 by Ord. No. 9-2012]

Whenever any motor vehicle without a driver is found parked or left in violation of any provision of this article and is not removed and impounded as provided for in this article, the officer finding such vehicle shall conspicuously affix to such vehicle a notice of violation for the driver to answer to the charge against him in accordance with the provisions of Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh.

§ 288-47. Snow emergency routes designated.¹

The streets or portions of streets within the City set forth in Schedule XXX (§ 288-88), attached to and made a part of this chapter, are hereby designated as snow emergency routes.

1. Editor's Note: Former § 288-47, Failure to comply with traffic ticket attached to vehicle, and § 288-48, Evidence of violations, were repealed 11-26-2012 by Ord. No. 9-2012, which ordinance also redesignated former § 288-49 as § 288-47.

§ 288-48

§ 288-48

§ 288-48. through § 288-49. (Reserved)

§ 288-36. Alternate-side-of-the-street parking.

A. There shall be alternate-side-of-the-street parking on each and every street of the City upon a declaration of a snow emergency by the City Manager or otherwise pursuant to Article IV of this chapter, except as to snow emergency routes as designated by § 288-88 and except as provided in Subsection A(4) hereof and subject to a prohibition of parking by the City Manager pursuant to § 288-39A; and alternate-side-of-the-street parking shall supersede all parking meter zones or other parking restrictions pursuant to this chapter as set forth below: **[Amended 1-28-1991 by Ord. No. 591; 1-23-1995 by Ord. No. 2-95]**

- (1) On north-south streets, parking shall be permitted on the east side of the street only for the twenty-four-hour period commencing from 6:00 p.m. on Monday, Wednesday and Friday of each week and shall be permitted on the west side of the street only for the twenty-four-hour period commencing from 6:00 p.m. on Tuesday, Thursday, Saturday and Sunday of each week.
- (2) On east-west streets, parking shall be permitted only on the north side of the street for the twenty-four-hour period commencing from 6:00 p.m. on Monday, Wednesday and Friday of each week and shall be permitted on the south side of the street only for the twenty-four-hour period commencing from 6:00 p.m. on Tuesday, Thursday, Saturday and Sunday.
- (3) On all other City streets, the Police Department shall designate the side of the street on which parking shall be permitted on any particular day of the week. As with Subsections A and B hereof, parking shall be permitted on one side of the street on Monday, Wednesday and Friday of each week and on the other side of the street on Tuesday, Thursday, Saturday and Sunday of each week. Permitted parking on each side of the street shall also commence from 6:00 p.m. and shall terminate 24 hours thereafter.
- (4) Notwithstanding any other provision of this section, the provisions of this section shall not apply to the streets or portions of streets set forth in Schedule XXVIII (§ 288-86), attached to and made a part of this chapter.
- (5) The City Manager is authorized to suspend alternate-side-of-the-street parking, as provided for by this section, for holidays or other special occasions, but such suspensions

shall not exceed 48 hours at any one time. Prior to suspending the regulation, the City Manager should satisfy himself to the greatest extent possible by consulting the weather forecasts that there will not be any significant snowfall during the period of suspension. Any such suspension shall be declared by him as provided in § 288-41 of this Code. **[Added 4-24-1989 by Ord. No. 14-89]**

- B. Seasonal alternate-side-of-the-street parking. No vehicle shall be parked during the months indicated in Schedule XXIX (§ 288-87), attached to and made a part of this chapter, upon the streets or parts of streets described in Schedule XXIX. A declaration of a snow emergency shall supersede this section and the alternate-side provisions of Subsection A of this section shall apply to said streets. **[Amended 1-23-1995 by Ord. No. 2-95]**

§ 288-86. Schedule XXVIII: Exceptions to Alternate-Side Parking. [Added 1-23-1995 by Ord. No. 2-95¹]

In accordance with the provisions of § 288-36A(4), the following streets or parts of streets shall be excluded from the alternate-side-of-the-street parking requirements of § 288-36A and during a snow emergency shall be subject to the restriction set forth herein:

Name of Street	Location	Restrictions
Ann Street	In front of Sacred Heart School	No parking zone remains in effect during school hours
Broadway	From Colden Street to West Street	Parking meter zone remains in effect and no parking both sides from 12:00 midnight to 8:00 a.m. daily
Chestnut Street	In front of Chestnut Street School	No parking zone remains in effect during school hours
Montgomery Street	In front of Montgomery Street School	No parking zone remains in effect during school hours
Renwick Street	In front of Saint Francis School	No parking zone remains in effect during school hours
Washington Street	In front of Washington Street School	No parking zone remains in effect during school hours
West Street	In front of West Street School	No parking zone remains in effect during school hours

§ 288-87. Schedule XXIX: Seasonal Alternate-Side Parking.

In accordance with the provisions of § 288-36B, no vehicle shall be parked during the months indicated upon the streets or parts of streets described below:

1. Editor's Note: This ordinance also repealed former § 288-86, Schedule XXVIII: Exceptions to Alternate-Side Parking, and Ord. No. 22-93, adopted 12-20-1993.

Name of Street	Side	Months	Location
Campbell Street	North	February, April, June, August, October and December	From Grand Street to Johnston Street
Campbell Street	South	January, March, May, July, September and November	From Grand Street to Johnston Street
Castle Street [Added 10-24-2016 by Ord. No. 3-2016]	North	February, April, June, August, October and December	Entire length
Castle Street [Added 10-24-2016 by Ord. No. 3-2016]	South	January, March, May, July, September and November	Entire length
Grove Street [Added 3-10-2004 by Ord. No. 2-2004]	East	February, April, June, August, October and December	From Broadway to Orchard Street
Grove Street [Added 3-10-2004 by Ord. No. 2-2004]	West	January, March, May, July, September and November	From Broadway to Orchard Street
Hudson View Terrace [Added 5-28-1996 by Ord. No. 7-96]	East	February, April, June, August, October and December	Entire length
Hudson View Terrace [Added 5-28-1996 by Ord. No. 7-96; amended 4-15-2004 by Ord. No. 4-2004]	West	January, March, May, July, September and November	Entire length
North Street [Added 10-24-2016 by Ord. No. 3-2016]	North	February, April, June, August, October and December	From Gidney Avenue to Fullerton Avenue

Name of Street	Side	Months	Location
North Street [Added 10-24-2016 by Ord. No. 3-2016]	South	January, March, May, July, September and November	From Gidney Avenue to Fullerton Avenue
West Street	East	February, April, June, August, October and December	From Broadway to South Street
West Street	West	January, March, May, July, September and November	From Broadway to South Street

§ 288-88. Schedule XXX: Snow Emergency Routes. [Amended 1-23-1995 by Ord. No. 2-95]

In accordance with the provisions of § 288-49, the following streets or parts of streets described below are hereby designated as snow emergency routes, and no standing shall be permitted on said streets or parts of streets during snow emergencies:

Name of Street	Side	Location
Broadway	Both	From West Street to City line
Dupont Avenue	Both	Entire length
Lake Street	Both	Entire length
Leroy Place	Both	Entire length
Little Britain Road	Both	Entire length
North Street	Both	From Leroy Place to Robinson Avenue
Robinson Avenue	Both	Entire length
South Robinson Avenue	Both	Entire length
South Street	Both	Entire length
South Water Street	Both	Entire length
Water Street	Both	Entire length

