City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
June 9, 2016
6:00 PM

Work Session Presentations

1. A Presentation will be given by Team Newburgh

   Team Newburgh will give a presentation regarding their "Partnership for Success" Grant. (Team Newburgh)

Engineering/Ingeniería

2. Emergency Demolition of 73-77 William Street

   Resolution Authorizing the Execution of a Contract with B.S.B. Construction, Inc. for the Emergency Demolition of 73-77 William Street at a Cost of $156,312.00. (Jason Morris & Deirdre Glenn)

   Council Request for Action

Water Department/ Departamento de Aqueductos

3. Chazen Companies Groundwater Analysis at Brown's Pond

   Resolution Authorizing the City Manager to Accept a Proposal and Execute an Agreement with The Chazen Companies, Inc. for a Source Water Investigation at Browns Pond at a Cost of $12,000.00. (Wayne Vradenburgh and Jason Morris)

   Council Request for Action

Planning and Economic Development/Planificación y Desarrollo Económico

4. Purchase of 156 Lander Street

   Resolution to Authorize the Conveyance of Real Property known as 156 Lander Street (Section 18, Block 3, Lot 14) at Private Sale to Michele Williams for the Amount of $3,000.00. (Deirdre Glenn)

Council Request for Action

5. Purchase of 274 First Street

Resolution to Authorize the Conveyance of Real Property known as 274 First Street (Section 22, Block 6, Lot 22) at Private Sale to William J. McCartney III for the Amount of $6,400.00. (Deirdre Glenn)

Council Request for Action

6. Purchase of 113 & 115 Washington Street

Resolution to Authorize the Conveyance of Real Property known as 113 Washington Street (Section 39, Block 3, Lot 8) and 115 Washington Street (Section 39, Block 3, Lot 7) at Private Sale to Zion Newburgh Community Development Corporation for the Amount of $100.00. (Deirdre Glenn & Michelle Kelson))

Council Request for Action

7. Surplus of 15 IBC Totes from the Water Department

Resolution Declaring Fifteen Intermediate Bulk Container Totes to be Surplus Equipment and Authorizing Distribution to City Residents for Rain Water Retention and Storage. (Deirdre Glenn)

Council Request for Action

8. CDBG - Summer Interns

Resolution Amending the 2016 Personnel Analysis Book to Add Two Temporary Intern Positions in the Department of Planning and Development. (Deirdre Glenn)

Council Request for Action

9. Extension to Close Title on 100 Courtney Avenue and 92 Overlook Place

Resolution Authorizing an Extension of Time to Close Title on the Properties Located at 100 Courtney Avenue (Section 48, Block 1, Lot 27) and 92 Overlook Place (Section 45, Block 8, Lot 24) Sold at Private Sale to Michael T. Brown. (Michelle Kelson)

Council Request for Action

10. Extension of Time to Close Title for 63 Grove Street

Resolution Authorizing an Extension of Time to Close Title on the Property Located at 63 Grove Street (Section 26, Block 6, Lot 7.1) Sold at Private Sale to Patrick Cousins. (Michelle Kelson)

Council Request for Action

Grants/Contracts/Agreements / Becas /Contratos/Convenios

11. Resolution Supporting CFA Application of Safe Harbors for Main Street Grant

Resolution of the City Council of the City of Newburgh, New York Supporting the 2016 Consolidated Funding Application of Safe Harbors of the Hudson, Inc. to the Office of Community Renewal, New York State Housing Trust Fund Corporation for a New York Main Street Grant. (Michelle Kelson)

Council Request for Action

12. Development and Land Disposition Agreement with Mill Street Partners LLC

Resolution Authorizing the Correction of Exhibit “A” - “List of City-Owned Parcels to be Conveyed to Developer” to the Development and Land Disposition Agreement with Mill Street Partners, LLC to Correct the Inadvertent Omission of the Property known as 18 Johnston Street (Section 30, Lot 3, Block 38) in connection with the Redevelopment of City-Owned Properties known as the Mid-Broadway Site (Michelle Kelson)

Council Request for Action

13. License Agreement with House of Refuge

A Resolution authorizing the City Manager to enter into a License Agreement with House of Refuge to allow use of City owned property located at 140 Broadway for the Tuesday Farm Market. (Michelle Kelson)

Council Request for Action

14. US Department of Justice 2016 Cops Hiring Program Grant to promote Community Policing

A Resolution authorizing the City Manager to apply for and accept if awarded a United States Department of Justice 2016 Cops Hiring Program Grant to promote Community Policing in the amount not to exceed $1,068,447.00 with a local cash match of $586,477.00. (Chief Dan Cameron & Katie Mack)

Council Request for Action

Recreation/Recreacion

15. Catholic Youth Organization (CYO) Fitness Program Grant

Resolution Authorizing the City Manager to Apply for and Accept if Awarded a Coca Cola Fitness Challenge Program Grant in the Amount of $2,000.00 from the Catholic Youth Organization. (Derrick Stanton)

Council Request for Action

16. Youth Program at the Activity Center

Resolution Authorizing the City Manager to Execute a Vendor Services Agreement with Breath of New Life Ministries at a Cost not to Exceed $6,750.00 to Manage the Helping Young People Excel Program at the Recreation Department. (Derrick Stanton)

Council Request for Action

Fire Department / Departemento de Bomberos

17. Naming of New Fireboat
(Acting Chief Ahlers)

Council Request for Action

Employment and Human Resource Issues

18. Staffing Levels for the City of Newburgh Comptroller's Office
(Katie Mack)

Council Request for Action

Discussion Items/Temas de Discusión

19. Water Crisis
(Michael Ciaravino)

Council Request for Action

20. Recreation/Swimming Pool
(Michael Ciaravino)

Council Request for Action

21. Emergency Demolition - 316 First St
(Acting Chief Ahlers, Jason Morris and Katie Mack)

Council Request for Action

22. Water leak detection Update
    (Councilwoman Holmes)

    Council Request for Action

23. Civil Service Commission
    Submitted on behalf of City Council members. Items to be discussed include composition of Commission; expiration of terms; re-appointments; invitation to a joint meeting to discuss general policies and procedures. (City Council)

    Council Request for Action

24. Live Stream of Board Meetings
    (Submitted on behalf of Councilwoman Holmes.)

    Council Request for Action

25. Tenant Responsibility Act
    (Councilwoman Mejia)

    Council Request for Action

Executive Session/ Sesión Ejecutiva

26. Executive Session
    1. Pending litigation

RESOLUTION NO.: _____- 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH B.S.B. CONSTRUCTION, INC. FOR THE EMERGENCY DEMOLITION OF 73-77 WILLIAM STREET AT A COST OF $156,312.00

WHEREAS, the City of Newburgh determined that the collapsing structure located at 73-77 William Street represented an immediate threat to the public health and safety to the neighborhood and pedestrians and vehicular traffic along William Street; and

WHEREAS, pursuant to the City of Newburgh's Emergency Procurement Policy, it was determined that B.S.B. Construction, Inc. was fully qualified and provided the lowest price to complete the demolition of the collapsing structure located at 73-77 William Street; and

WHEREAS, funding for such demolition work will be derived from Community Development Block Grant Funds; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and its further development to enter into a contract for such demolition services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract with B.S.B. Construction, Inc. in the amount of $156,312.00 for the demolition of the structure located at 73-77 William Street.

ROUTING SLIP FOR CITY MANAGER SIGNATURE

***Number of original set of documents attached to be returned to Engineer's Office upon full execution: 2 ***

plus 1 emergency procurement letter

Document Title:

Agreement with BSB Construction for emergency demolition of 73-77 William Street.

Date Submitted: 5/11/16 Date Required: 5/11/16 ASAP

Originated by: Jason C. Morris, City Engineer

Authorizing Resolution No. Emergency *(if applicable)* Attached: ☐ Yes ☑ No

If no resolution, please CHECK "No" and explain:

Emergency demolition as recommended by Steve Hunter in attached letter dated March 29, 2016

Resolution is still required.

REVIEWED AND APPROVED (Applicable Department Heads)

☑ Approved as to Form:
☐ Approved as to Substance:

Date 5/12/16
John Aber, City Comptroller

☐ _____ Date _____
Police Chief Daniel Cameron

☑ Approved as to Form:
☐ Approved as to Substance:

Date 5/13/16
Michelle Kelson, Corporation Counsel

☐ _____ Date _____
Acting Chief Ahlers, Fire Department

☑ _____ Date 5-11-16
Jason Morris, City Engineer

☐ _____ Date _____
George Garrison, DPW Superintendent

☑ _____ Date 5.11.16
Deirdre Glenn, Planning & Development

☐ _____ Date _____
Glenn Kurcon, Information Systems Manager

☐ _____ Date _____
Derrick Stanton, Recreation Director

☐ _____ Date _____
Michelle Mills, Civil Service Administrator

☑ _____ Date 05/17/16
Ellen Fillo, Community Development Director

☐ _____ Date _____
Wayne Vradenburgh, Deputy Water Superintendent

☑ _____ Date 5/17/16
Other Staff

Received 5/13/16 MF

RECEIVED MAY 17 2016 CITY ENGINEER

REVISED MARCH 21, 2016

GENERAL AGREEMENT

This agreement made this 9TH. Day of May 2016 by and between:

The Contractor:
B.S.B. CONSTRUCTION INC. (First Party)
86 Washington St.
Poughkeepsie, N.Y. 12601

The Owner: (Second Party)
City of Newburgh
83 Broadway
Newburgh, NY 12550

Witnessed: That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the said party of the first part, (B.S.B.Construction Inc.) does hereby covenant and agree that it shall:

Provide all necessary material, equipment, labor, insurance, and licensing to complete Asbestos Demolition Project at 73 Williams Street Newburgh, N.Y. Project will be completed in accordance with NYS DOL site specific variance #16-0361 written and submitted by Quality Environmental Solutions &Technologies Inc. BSB Construction Inc. will provide temp power demolition/abatement activities. Water will be supplied by owner. Please see attached proposal dated 4/5/2016

Party of the second part, City of Newburgh agrees to provide payment to BSB Construction Inc. as follows:

The total agreed upon amount of ONE HUNDRED FIFTY SIX THOUSAND THREE HUNDRED TWELVE & 00/00 dollars **($156,312.00)** to be paid upon completion of work.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings

This agreement shall be enforced under the law of the state of NEW YORK.
This is the entire agreement.

First Party _____
Frank A. Bova Jr.
B.S.B.CONSTRUCTION INC.

Second Party _____
OWNER – CITY of NEWBURGH
Michael G. Ciaravino, City Manager

Third Party _____
CITY of NEWBURGH PLANNER

_____ Notary Public:
State of:
County of:

ELIZABETH D. GARRISON
Notary Public, State of New York
No. 01GA5053248
Qualified in Orange County
Commission Expires December 11, 2017

Sworn to before me this 16 day of May 2016

Approved as to form:

_____ 5/13/16
MICHELLE KELSON
Corporation Counsel
Date

_____ 5/10/16
JOHN J. ABER
City Comptroller
Date

CITY OF NEWBURGH

Office of the Engineer
83 Broadway, Newburgh, New York 12550
(845) 569-7448/Fax (845) 569-7349
www.cityofnewburgh-ny.gov

Jason C. Morris, PE
City Engineer
Jmorris@cityofnewburgh-ny.gov

April 22, 2016

Michael Ciaravino
City Manager
83 Broadway
Newburgh, NY 12550

RE: Emergency Procurement Summary – 73-77 William Street Emergency Demolition

Mr. Ciaravino,

On Tuesday, March 29th, the City of Newburgh's Engineering Department received a phone call from the City of Newburgh Fire Department regarding a report of a collapsing building located at 73-77 William Street. The Engineering Department responded immediately to the call for a site inspection.

Upon arrival at 73-77 William Street, it was observed that the Fire Department had blocked the street from vehicular and pedestrian traffic. Bricks and other debris were observed on the surface of the street. These materials had originated from the top parapet wall of the collapsing structure. Upon further inspection of the site by the City's Fire Department, City Engineer and the City's Code Enforcement Supervisor, it was determined that the collapsing structure represented an immediate threat to the public health and safety of the neighboring community, and to both pedestrians and vehicular traffic along William Street. The City Manager was informed shortly thereafter via text message, phone conversations, and subsequent in-person meetings regarding the status of this emergency demolition. The City's Code Enforcement Supervisor issued a letter dated March 29, 2016 (attached) recommending emergency demolition of the structure.

The City subsequently contracted with QUEST Environmental to obtain the required asbestos abatement variance from the New York Department of Labor, and to conduct limited sampling of the accessible brick mortar material in an effort to reduce disposal fees. The NYSDOL variance was obtained, and is included as an attachment to this letter. Utilizing this information, several contractors were contacted to obtain quotes for the proposed demolition work. All quotes received are attached to this letter. The Engineering Department recommends moving forward with BSB Construction for the emergency demolition of the

structure located at 73-77 William Street. The Engineering Department also recommends continuing to engage with QUEST Environmental for environmental testing and to provide the required third party monitoring during the demolition. Email correspondence is also attached from the Director of Planning & Development indicating that project funding is available through the CDBG program. If acceptable, please authorize the emergency procurement statement below to allow this project to proceed.

Sincerely,

Jason C. Morris, PE
City Engineer

Attachments: 1. Demolition Recommendation Letter from Steven Hunter, dated March 29, 2016
2. NYSDOL Abatement Variance Petition, dated March 31, 2016
3. Building Demolition Contractor Quotes
4. Email Correspondence from Director of Planning regarding CDBG Funding, dated April 21, 2016

Cc: John Aber – Comptroller
Michelle Kelson – Corporation Counsel
Deirdre Glenn – Director of Planning & Development
Ellen Fillo – Community Development Director

5/16/16

Emergency Procurement Method Approved By: *Michael G. Ciaravino, City Manager*

City of Newburgh
Building Department
123 Grand Street
Newburgh, New York 12550

To: Michael Ciaravino (City Manager)
From: Steven C. Hunter
Date: March 29, 2016
Re: 77 William Street

Mr. Ciaravino,

On Tuesday, March 31, 2016 the City of Newburgh's Fire Department was monitoring the City radio transmissions and overheard the Police Department radioing in that a building was collapsing. The location was given as the corner of William St. and Hasbrouck St. FF Ed Diller called Police Dispatch and told them the Fire Department was going to respond to the location.

Upon arrival the Fire Department found that bricks had fallen from the parapet to the sidewalk and street. The address of the property is 77 Hasbrouck St. (Sec. 39 Blk. 2 Lot 24). The weather conditions of the day included a bright sunny sky with winds from the west at 22 mph. There was a wind advisory in effect for the region.

FF Ed Diller contacted me from the scene and requested that I respond to the location. Upon my arrival I observed the conditions and made a call to the office and determined the owner property was the City. The City Engineer and the Department of Public Works had already been notified. The Fire Department set up barricades to close William Street from Hasbrouck St. to S. William St. Mike Rauchet (DPW) Supervisor was on scene and was making arrangements to have fencing brought to the site and signage for the road closing.

I observed that other areas of the building had partially collapsed previously and that a red placard was placed on the building on the second floor. The roof appears to have fallen into the building and the structure itself is in poor condition. After a consultation with the City's Engineer I have determined that the building poses a threat to the health, safety and wellbeing of the general public and should be demolished as soon as possible.

I contacted the Water Department to determine if the water service has been shut off and was told it has been shut off at the curb box. It has been decided that termination at the Corp be delayed until the building has been taken down since it would be unsafe to work in the area.

Respectfully,

Steven C. Hunter

Steven C. Hunter
Code Compliance Supervisor
City of Newburgh
123 Grand Street
Newburgh, New York 12550

CC:
John Aber - City of Newburgh Comptroller
Michelle Kelson - Corporation Council
Jason Morris - City Engineer
George Garrison – Department of Public Works

Division of Safety and Health
Engineering Services Unit

Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 154, Albany, NY 12240
www.labor.ny.gov
518-457-1536

March 31, 2016

QUEST
1376 Rte 9
Wappingers Falls, NY 12590

RE: File No. 16-0361

Dear Sir/Madam:

STATE OF NEW YORK
DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH

The attached is a copy of Decision, dated, 3/31/2016, which I have compared with the original filed in this office and which I DO HEREBY CERTIFY to be a correct transcript of the text of the said original.

If you are aggrieved by this decision you may appeal within 60 days from its issuance to the Industrial Board of Appeals as provided by Section 101 of the Labor Law. Your appeal should be addressed to the Industrial Board of Appeals, State Office Building Campus, Building 12, Room 116, Albany, New York, 12240 as prescribed by its Rules and Procedure, a copy of which may be obtained upon request.

WITNESS my hand and the seal of the
NYS Department of Labor, at the City of
Albany, on this day of 3/31/2016.

Edward A. Smith, P.E.
Associate Safety and Health Engineer

STATE OF NEW YORK
DEPARTMENT OF LABOR
STATE OFFICE BUILDING CAMPUS
ALBANY, NEW YORK 12240-0100

Variance Petition of Quality Environmental Solutions & Technologies, Inc. Petitioner's Agent On Behalf of City of Newburgh Petitioner in re Premises: Vacant Building 73 William Street Newburgh, NY 12550 **Controlled Demolition with ACM In-Place**	File No. 16-0361 DECISION Cases 1-3 ICR 56

The Petitioner, pursuant to Section 30 of the Labor Law, having filed Petition No. 16-0361 on March 31, 2016 with the Commissioner of Labor for a variance from the provisions of Industrial Code Rule 56 as hereinafter cited on the grounds that there are practical difficulties or unnecessary hardship in carrying out the provisions of said Rule; and the Commissioner of Labor having reviewed the initial submission of the petitioner dated March 30, 2016; and

Upon considering the merits of the alleged practical difficulties or unnecessary hardship and upon the record herein, the Commissioner of Labor does hereby take the following actions:

Case No. 1	ICR 56-11.5(c)(2)
Case No. 2	ICR 56-11.5(c)(7)
Case No. 3	ICR 56-9.2(d)

VARIANCE GRANTED. The Petitioner's proposal for the controlled demolition of a vacant building with ACM to remain in-place during demolition of the subject premises in accordance with the attached 10-page stamped copy of the Petitioner's submittal is accepted; subject to the Conditions noted below:

THE CONDITIONS

1. A full time independent project monitor shall be on-site to observe the abatement contractor's work practices and to ensure that no visible emissions are generated during the removal and cleanup activities. If visible emissions are observed, work practices shall be altered according to the project monitor's recommendations.

Secure the Work Site

2. The entire controlled demolition area and all surrounding portions of the site to be utilized for demolition cleanup, staging areas and regulated abatement work areas, shall be enclosed within a barrier or fence. The intent of this barrier is to define the restricted area at the work site, alert the public to the asbestos work and associated hazards, and to prevent unauthorized entry onto the work site.

3. Signage in accordance with the requirements of ICR 56-7.4(c) shall be posted on the exterior of the work site boundary fence/barrier, to warn the public of the asbestos hazard.

Establishment of Regulated Areas

4. The regulated work areas, decontamination units, airlocks, and dumpster areas shall be cordoned off at a distance of twenty-five feet (25') where possible, and shall remain vacated except for certified workers until satisfactory clearance air monitoring results have been achieved or the abatement project is complete. These areas shall have Signage posted in accordance with Subpart 56-7.4(c) of this Code Rule. For areas where twenty-five feet isn't possible, the areas shall be cordoned off as practical, and a daily abatement air sample shall be included in the vicinity of the barrier.

5. Entry/Exit of all persons and equipment shall be through one designated and secure "doorway" in the barrier or fence, which shall provide an adequate and appropriate means of egress from the work site.

6. All adjacent building openings within twenty-five (25) feet of the outermost limit of the disturbance shall be sealed with two (2) layers of six (6) mil fire retardant plastic sheeting. If the owner of an adjacent building does not allow openings to be sealed as required, the asbestos abatement

contractor's supervisor must document the issue within the daily project log, and have the affected building owner sign the log confirming that the owner will not allow the asbestos abatement contractor to seal the openings in the building as required. In addition, a daily abatement air sample shall be included within ten feet of the affected portion of the adjacent building

Controlled Demolition Removals

7. The provisions of ICR 56-11.5 shall be followed for all non-friable controlled demolition removals, except as modified by this variance.

8. Decontamination system enclosures and areas shall be constructed and utilized as per the requirements of 56-7.5(d) and 56-11.5.

9. Uncertified personnel shall not be allowed to access any regulated abatement work area, with the exception of waste hauler truck drivers. These truck drivers will be restricted to their enclosed cab, while temporarily in the regulated work area for waste transfer activities only. All equipment operators utilized for demolition or removal activities within the regulated work area must be certified in compliance with ICR 56-3.2.

10. No dry disturbance or removal of asbestos material shall be permitted.

11. Wastewater shall be confined within the controlled demolition regulated abatement work area. All wastewater shall be collected by means of trenching or ditches, properly filtered and directed into a holding tank. Disposal of such wastewater shall be in accordance with applicable laws and regulations. After wastewater has dissipated, the earth surface below the trenches and holding tank shall be scraped and any residual asbestos contamination removed and disposed of as asbestos contaminated waste.

12. All decontamination areas shall be within the regulated abatement work area. An equipment decontamination area shall be cordoned off within the worksite for cleaning of heavy equipment, i.e., backhoes, excavators, loaders, etc. The ground surface in this decontamination area shall be banked on the sides to confine the contaminated wastewater.

13. All material shall be treated as RACM, except for structural members, steel components and similar non-porous and non-suspect items that can be fully decontaminated.

14. Non-porous cleanable objects/materials, non-ACM material (concrete, structural steel members, metal components and similar non-suspect materials) may be fully decontaminated for disposal by appropriate legal

methods. Prior to disposal, the Project Monitor shall verify that the material has been properly cleaned/decontaminated.

15. In addition to the requirement of Subpart 56-4.9(b-c), air monitoring within the work areas shall be conducted daily during abatement and cleaning activities. Two (2) additional daily air samples shall be collected within the work area in the immediate vicinity of potential disturbance activities. The inside work area air samples shall be collected for each entire work shift with the samples locations being distributed both upwind and downwind of the daily abatement activity.

16. Daily abatement air monitoring is required only on days when abatement or support activities such as ACM disturbance or cleaning activities are performed.

17. In lieu of post-abatement clearance air monitoring in compliance with ICR-56-9.2(d), the most recent daily abatement air samples collected during removal and cleaning operations in the regulated work area, shall be used for comparison with ICR 56-4.11 clearance criteria. All other applicable provisions of ICR 56-4 shall be followed for the duration of the abatement project.

18. After removal and cleanings are complete and a minimum drying period has elapsed, an authorized and qualified Project Monitor shall determine if the area is dry and free of visible asbestos debris/residue. If the area is determined to be acceptable and the most recent daily abatement air sample results meet 56-4.11 clearance criteria, the final dismantling of the site may begin.

19. Usage of this variance is limited to those asbestos removals identified in this variance or as outlined in the Petitioner's proposal.

In addition to the conditions required by the above specific variances, the Petitioner shall also comply with the following general conditions:

GENERAL CONDITIONS

1. A copy of this DECISION and the Petitioner's proposals shall be conspicuously displayed at the entrance to the personal decontamination enclosure.

2. This DECISION shall apply only to the removal of asbestos-containing materials from the aforementioned areas of the subject premises.

3. The Petitioner shall comply with all other applicable provisions of Industrial Code Rule 56-1 through 56-12.

4. The NYS Department of Labor Engineering Service Unit retains full authority to interpret this variance for compliance herewith and for compliance with Labor Law Article 30. Any deviation to the conditions leading to this variance shall render this variance Null and Void pursuant to 12NYCRR 56-12.2. Any questions regarding the conditions supporting the need for this variance and/or regarding compliance hereto must be directed to the Engineering Services Unit for clarification.

5. This DECISION shall terminate on July 01, 2016.

Date: March 31, 2016

MARIO J. MUSOLINO
ACTING COMMISSIONER OF LABOR

By

Edward A. Smith, P.E.
Associate Safety and Health Engineer

PREPARED BY: Mark G. Wykes, P.E.
Senior Safety and Health Engineer

REVIEWED BY: Edward A. Smith, P.E.
Associate Safety and Health Engineer

160361

QuES&T

Quality Environmental Solutions & Technologies, Inc.

March 30, 2016

Mr. Edward Smith, P.E.
Engineering Services Unit
NYS Department of Labor
State Campus, Bldg. 12, Room 154
Albany, New York 12240

Dear Mr. Smith,

This project is in response to the deterioration, of a parapet wall, with several bricks falling to the sidewalk below, at the property of 73 William Street, Newburgh, New York 12550. Additionally, addressed within this petition for variance, will be the dismantling, and salvage, of the existing, intact, Non-ACM Brick and Mortar, and the removal of interior building components as ACM. Due to the potential, for a full scale collapse of the building, the City of Newburgh has opted to have the building removed, for safety purposes. The property consists of a three story building, of Non-ACM brick and mortar exterior construction, with a building footprint of approximately 1,200 SF. In the absence of an Asbestos Survey, all suspect debris/building components, within the structure itself, and on the adjacent property will be removed and disposed of as RACM. However, the intact, brick and mortar, façade has been tested, and is not considered an Asbestos Containing Material. Moreover, as the brick and mortar is negative *(sample results attached)*, is intact, and is not comingled with the interior materials, we feel that it can be segregated. As a result, we would like to perform controlled demolition, of the intact brick and mortar, for salvage, and subsequent use/disposal by the City of Newburgh.

Work procedures will be performed as an emergency project, as per 56-11.2, utilizing the work practices set forth in 56-11.5 Controlled Demolition with Asbestos in Place.

Large project, personal and waste decontamination enclosures that comply with Subpart 56-7.5 will be utilized. In accordance with 56-7.5, decontamination enclosures will be remote to the work area and removed only after proper final cleaning and clearance procedures have been followed as per ICR 56-9. Regulated abatement work area exiting/entrance procedures will follow Subpart 56-11.5 (c) (3), in which all workers and equipment will enter/exit the regulated work area through one (1) designated and controlled "access way". All segregated waste (i.e. Non-ACM Bricks and Steel Components), equipment and machines will be decontaminated, within the regulated work area, in accordance with ICR 56-11.5 (c) (4) (5). Air monitoring in compliance with ICR-56 shall be performed. At the completion of all Phase II B Asbestos Abatement, Phase II C Final Cleaning and Clearance procedures shall commence in accordance with ICR 56-9.

Use of these procedure will 1) not expose removal workers or the general public to elevated levels of asbestos fibers, 2) address practical operational problems in safe conduct of this project and 3) alleviate unnecessary financial hardship to the Owner.

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251
NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified www.Qualityenv.com

PETITION FOR VARIANCE
CITY OF NEWBURGH
73 WILLIAM STREET

If you require additional information regarding this submittal, please contact me. Thank you for your consideration regarding this matter.

Sincerely,

Conor Lander
Project Manager, Technical Services
NYS/AHERA Inspector
Cert. 01-10306

PETITION FOR VARIANCE
CITY OF NEWBURGH
73 WILLIAM STREET

Applicable Sections:

56- 11.5 (c) (2) – Controlled Demolition with Asbestos in Place; Controlled Demolition Procedures, Regulated Abatement Work Area.
56- 11.5 (c) (7) – Controlled Demolition with Asbestos in Place; Controlled Demolition Procedures, Debris.
56- 9.2 (d) – Air Sampling Requirements; Clearance Air Sampling

SPECIFIC VARIANCE

56- 11.5 (c) (2) – Controlled Demolition with Asbestos in Place; Controlled Demolition Procedures, Regulated Abatement Work Area.

We are asking for exemption from the minimum distance requirement of 25 feet, from outermost limit of disturbance. The location of the building, an urban setting, makes the minimum of 25 feet not feasible, in specific locations. To the South, there is a vacant building, in disrepair itself, approximately 20 feet away from the structure at 73 William Street. To the North, there is a vacant building, approximately 20 feet away from the structure at 73 William Street, which is owned by the city as well.

We propose to do the following:

1. The structure will be cordoned off at a distance of 25 feet, wherever possible. This includes the West façade (front), in which a temporary chain link fence has been erected by the city, at a distance of approximately 35 feet, and the East façade (rear) of the building. The City of Newburgh has closed the sidewalk and street, allowing for unimpeded access to the work area, and the construction of a temporary fence, to prevent access to uncertified workers.

2. The building to the North (71 William), which is owned by the city, will serve as the extent of the work area, to the North of the structure. This building is approximately 20 feet away. Openings, to this building, will be sealed in accordance with the requirements of 56-11.2(f)(1)(ii).

3. The building to the South (77 William), which is also owned by the city, will serve as the extent of the work area to the South. This building is approximately 20 feet away. However, the North façade of this building, the side of the building facing the intended work area, has collapsed as well. Sealing this section, of the collapsed façade, is not feasible, and would require abatement workers to work within potentially dangerous locations for an extraordinarily long period of time; during both installation and removal of small poly sections. We propose to the following:
   - The existing structure, at 77 William Street, will serve as the outer most limit of the work area to the south.
   - Debris, associated with the collapse of the South façade, at 77 William Street, will be disposed of as RACM, in conjunction with our current asbestos project.
   - Debris, associated with the collapse of the South façade, at 77 William Street, will be limited to loose, detached, components, which are easily accessible. Dismantling of additional, intact materials, will not be required.
   - Barrier tape shall be erected, at the furthest point practicable and access to this building will be restricted from all personnel i.e. it shall not serve as a means of egress, or access, for the abatement workers.

4. Anywhere that the 25 foot minimum cannot be attained, the area will be cordoned off to the maximum extent possible and a representative daily abatement air sample shall be included within 10 feet of the reduced barrier.

56- 11.5 (c) (7) – Controlled Demolition with Asbestos in Place; Controlled Demolition Procedures, Debris.

We are asking for exemption from requirement that all debris generated by the demolition shall be considered to be asbestos contaminated waste, to be disposed of as RACM. The exterior façade, of the structure, remains in an intact state. The brick and mortar façade has been tested for asbestos and was deemed negative. Additionally, as the interior components of the building have likely deteriorated over an extended period of time, there is no correlation between the controlled dismantling of the exterior façade, and the subsequent removal of interior components as ACM.

We propose to do the following stages:

1. Subsequent to work area preparation activities, all ground surfaces, within the delineated work area, shall be cleaned as follows:

   - No dry disturbance or removal of asbestos material shall be permitted.
   - Visible suspect PACM debris observed on the ground surface shall be thoroughly wetted, moved using manual methods and placed directly into a leak tight container.
   - Large rocks, tree stumps and similar non-suspect materials may remain for future disposal by the Owner as non-ACM debris.
   - Methods that raise dust, such as dry sweeping or vacuuming, with equipment not equipped with HEPA filters, shall be prohibited.
   - ACM waste shall be properly double bagged or wrapped & sealed with a minimum of two layers of 6-mil poly and duct tape to create leak tight containers. Disposal of properly packaged ACM waste shall be by legal methods.
   - Non-porous salvage items co-mingled with suspect PACM debris may be decontaminated and released as specified in Industrial Code Rule 56-11.4(b)(1).
   - A visual inspection, in accordance with Sequential Removal 56-8.6(b)(2)(iv) Intermediate Completions, shall be performed by an appropriately trained, and certified, Project Monitor. Visual inspection shall be performed to ensure the completeness of abatement, and completeness of clean-up, activities.
   - Results of the visual inspection shall be documented, by the abatement contractor supervisor, in the daily project log.
   - At the completion of this intermediate inspection, this portion of the work, will be deemed complete, and controlled demolition of the standing brick façade may begin.

2. Following complete ground surface cleaning, the contractor will proceed to the controlled demolition of the, intact, Non-ACM brick and mortar, as follows:

   - Utilizing mechanical methods, the walls will be dismantled/demolished in a manner, as to make sure bricks, slated for salvage, will fall to the exterior of the structure.
   - Once on the ground, brick will be cleaned and/or decontaminated, and placed at a designated location, within the temporary fence, until the project is complete.
   - Bricks which have been crushed, broken, currently within the interior of the structure, or cannot be cleaned, in a manner that will support salvage, will be considered RACM, and disposed of in accordance with ICR-56.
   - Demolition waste, and interior building components, will be wetted on a continuous basis. Fog nozzles, or similar type of equipment, shall be used to perform the wetting.
   - Bricks, slated for salvage shall be covered with a layer of 6-mil, fire-retardant, plastic, and shall remain in the work area until the receipt of final clearance air samples.

3. The Final stage of the project will be the removal of the collapsed building components, within the structural foundation of the building. Debris shall be removed as follows.

   - Work practices, for this stage, shall be consistent with the requirements of 56-11.5; Controlled Demolition with Asbestos in Place.

56- 9.2 (d)– Air Sampling Requirements; Clearance Air Sampling

- Upon completion of removal, disposal and cleaning activities, as detailed within 56-11.5(c)(13), and a minimum drying period has elapsed, the independent Third Party Project Monitor shall determine if the area is dry and free of visible asbestos debris/residue. If the area is determined to be acceptable and the most recent daily abatement air sample results meet 56-4.11 clearance criteria the asbestos project shall be deemed complete.
- A Full time independent project monitor shall be on-site to oversee the project for compliance with ICR 56 and variance conditions.

GENERAL CONDITIONS

1. A copy of this SITE SPECIFIC VARIANCE shall be conspicuously posted at the entrance to the personal decontamination enclosure.

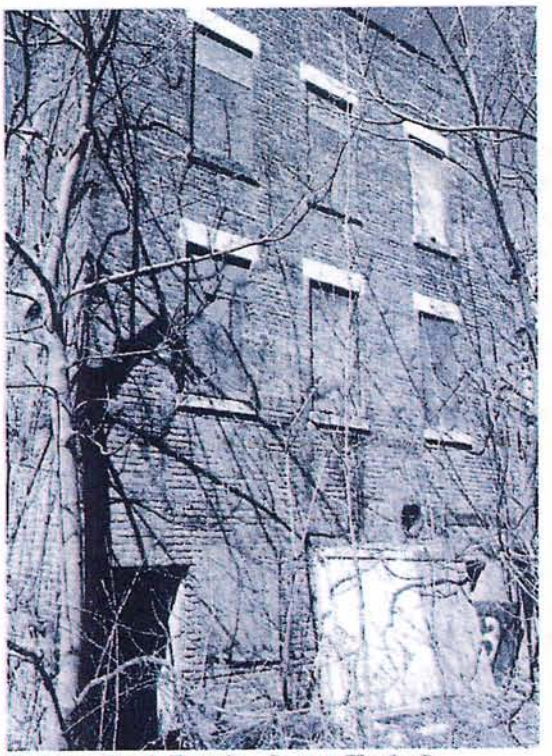
2. All other provisions of Industrial Code Rule 56 shall be complied.

3. Daily air monitoring shall be performed each working day. If work is temporarily suspended for this project, over a holiday or weekend, air monitoring will not be required under this site specific variance.

4. If air monitoring is not conducted during non-work holiday or weekend times, no one except certified asbestos personnel are to be allowed in the affected areas.

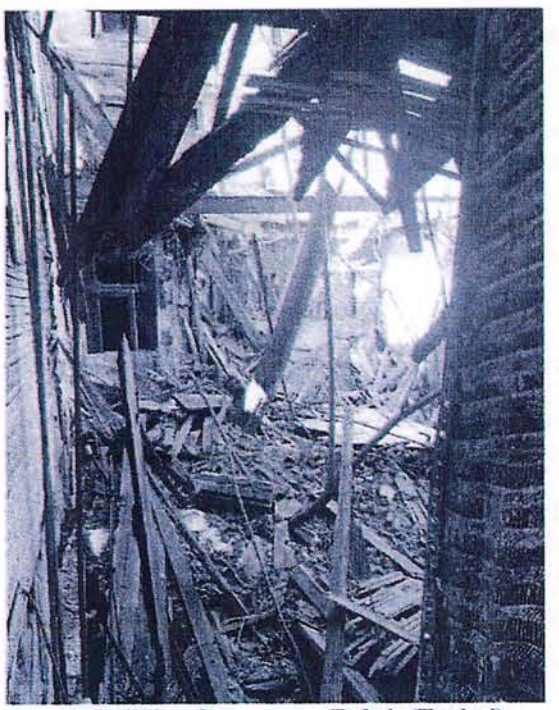
PETITION FOR VARIANCE
CITY OF NEWBURGH
73 WILLIAM STREET

PHOTOGRAPHS



Exterior South Façade – Intact (Typical)

Exterior West Façade – Intact (Typical)



Interior Building Components/Debris (Typical)

Interior Building Components/Debris (Typical)

PETITION FOR VARIANCE
CITY OF NEWBURGH
73 WILLIAM STREET

Minimal Ground Surface Debris (Typical)

77 William Collapsed South Wall Debris To be Included in First Stage of Cleaning

Temporary Fence Constructed – Approximatley 35' Wherever Practicable

West Façade, Including Adjacent 77 William - Approximatley 20' Away

160361

City of Newburgh
Building Department
123 Grand Street
Newburgh, New York 12550

To: Michael Ciaravino (City Manager)
From: Steven C. Hunter
Date: March 29, 2016
Re: 77 William Street

Mr. Ciaravino,

On Tuesday, March 31, 2016 the City of Newburgh's Fire Department was monitoring the City radio transmissions and overheard the Police Department radioing in that a building was collapsing. The location was given as the corner of William St. and Hasbrouck St. FF Ed Diller called Police Dispatch and told them the Fire Department was going to respond to the location.

Upon arrival the Fire Department found that bricks had fallen from the parapet to the sidewalk and street. The address of the property is 77 Hasbrouck St. (Sec. 39 Blk. 2 Lot 24). The weather conditions of the day included a bright sunny sky with winds from the west at 22 mph. There was a wind advisory in effect for the region.

FF Ed Diller contacted me from the scene and requested that I respond to the location. Upon my arrival I observed the conditions and made a call to the office and determined the owner property was the City. The City Engineer and the Department of Public Works had already been notified. The Fire Department set up barricades to close William Street from Hasbrouck St. to S. William St. Mike Rauchet (DPW) Supervisor was on scene and was making arrangements to have fencing brought to the site and signage for the road closing.

I observed that other areas of the building had partially collapsed previously and that a red placard was placed on the building on the second floor. The roof appears to have fallen into the building and the structure itself is in poor condition. After a consultation with the City's Engineer I have determined that the building poses a threat to the health, safety and wellbeing of the general public and should be demolished as soon as possible.

I contacted the Water Department to determine if the water service has been shut off and was told it has been shut off at the curb box. It has been decided that termination at the Corp be delayed until the building has been taken down since it would be unsafe to work in the area.

Respectfully,

Steven C. Hunter

Steven C. Hunter
Code Compliance Supervisor
City of Newburgh
123 Grand Street
Newburgh, New York 12550

CC:
John Aber - City of Newburgh Comptroller
Michelle Kelson - Corporation Council
Jason Morris - City Engineer
George Garrison – Department of Public Works

160361

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN Q16-0567 - City of Newburgh - 73 Williams Street

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 03/29/2016
Collected By : Conor Lander
Date Received : 03/29/2016
Date Analyzed : 03/29/2016
Analyzed By : Ghayath Elias
Signature :
Analytical Method : EPA/600/R-93/116/NYS-DOH 198.1 (PLM)
NVLAP Lab No. 101646-0
NYS Lab No. 10851

Sample ID Number		0567-01	0567-02	0567-03	0567-04
Layer Number					
Lab ID Number		2415771	2415772	2415773	2415774
Sample Location		73 Williams, Intact Structural Facade, North	73 Williams, Intact Structural Facade, West	73 Williams, Intact Structural Facade, North	73 Williams, Intact Structural Facade, West
Sample Description		Brick	Brick	Mortar	Mortar
Method of Quantification		Visual Estimation	Visual Estimation	Visual Estimation	Visual Estimation
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Red	Red	Gray	Gray
Sample Treatment		None	None	None	None
Asbestos Content	% Amosite	0.0	0.0	0.0	0.0
	% Chrysotile	0.0	0.0	0.0	0.0
	% Other	0.0	0.0	0.0	0.0
	% Total Asbestos	0.0	0.0	0.0	0.0
Other Fibrous Materials Present	% Fibrous Glass	0.0	0.0	0.0	0.0
	% Cellulose	0.0	0.0	0.0	0.0
	% Other	0.0	0.0	0.0	0.0
	% Unidentified	0.0	0.0	0.0	0.0
Non-Fibrous Materials Present	% Silicates	30.0	30.0	20.0	20.0
	% Carbonates	0.0	0.0	30.0	30.0
	% Other	0.0	0.0	0.0	0.0
	% Unidentified	70.0	70.0	50.0	50.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted
AIHA Accreditation No 100263 Rhode Island DOH No AAL-072T3 Massachusetts DOL No A A 000072 Connecticut DOH No PH-0622 Maine DEP No. LA-024 Vermont DOH No AAS-2095

4 Westchester Plaza Elmsford, New York 10523-1615 (914) 592-9565 http://www.EASinc.com

BSB CONSTRUCTION, INC.

86 WASHINGTON STREET, POUGHKEEPSIE, NY. 12601
845-462-5236 FAX: 845-471-1288
BRANCH OFFICE: 1177 CENTRAL AVENUE, ALBANY, NY. 12205
518-512-5212 FAX: 518-512-5243
WWW.BSBCONSTRUCTIONINC.COM

04/04/15 (revised 04/05/16)

Attn: Jason Morris

Project Address: 73 Williams Street Newburgh, NY

Please review the following scopes of work, qualifications and exclusions.

Project Scope: BSB will demolish and dispose the above mentioned structure as asbestos containing waste. Demolition activities will be accomplished in accordance with NYS DOL site specific variance #16-0361. BSB will supply power and water for demolition activities. Please note that a letter of condemnation will be required for this work method. Foundation to be removed to three foot below grade, the foundation slab will be broken to facilitate drainage and the foundation cavity will be placed and compacted in one foot lifts up to existing grade upon completion of abatement activities.

All work to be performed in strict accordance with NYS ICR 56, Federal EPA, OSHA, and all local guidelines.

Exclusions:
Third party monitoring, visual & air clearances
Temp power and Temp water during project
Overtime/weekend shifts
Removal of Underground/above ground storage tanks
Demo permit/letter of condemnation
Foundation/slab/footing removal below three foot

Proposed price for project scope:	**$149,812.00**
NYS Notification Fee:	**$4,000.00**
Additional price to provide water	**$2,500.00**
Additional price to provide power	**$2,500.00**

If this is not a capital improvement project please add applicable sales tax to total bid amount. BSB will provide a certificate of capital improvement form as needed.

Please feel free to contact our office with any further questions or comments. We appreciate the opportunity to be of service to you.

Regards,

Kevin Mathisen
BSB Const. Inc.
kevinmbsb@gmail.com
518-290-4582(cell)
845-462-5236(office)
845-471-1288(fax)

PINNACLE

PINNACLE ENVIRONMENTAL CORP.

April 4, 2016

The City of Newburgh
City Hall
83 Broadway
Newburgh, NY 12550
Attn: Jason C. Morris, P.E.

Tel: (845) 569-7448
Fax: (845) 569-7349
Email: jmorris@cityofnewburgh-ny.gov

Re: 73 William Street, Newburgh, NY
Prop#16-15438

Dear Mr. Morris,

Pinnacle Environmental Corp. is pleased to provide you with the following proposal for all labor, materials, equipment and insurance necessary to perform Interior Demolition and Asbestos Abatement at the above referenced property.

SCOPE OF WORK:

As per Quest letter to DOL dated 3/30/16 and DOL letter dated 3/31/16.

Base Bid: **$ 155,000.00**

Should Pinnacle be presented with a written contract for this work, this proposal and all terms and conditions therein noted are to become a part of the contract in whole, and will supersede any and all conflicting terms or conditions specified in the contract.

Please note the following TERMS and CONDITIONS:

1. Ten Million Dollar Occurrence Form Asbestos General Liability Insurance to be supplied by Pinnacle.
2. Pinnacle Environmental Corp. will submit electronic invoicing.
3. All work to be performed in strict compliance with EPA, OSHA and NYSDOL regulations regarding asbestos abatement.
4. Notifications to be filed by Pinnacle: NYSDOL & EPA, if applicable.
5. Work to be performed on regular time.
6. With the exception of OSHA, air sampling and testing is to be provided by others.
7. Temporary power to be provided by Pinnacle.
8. Cold water connections to be provided by others.
9. Bldg. Department permits by Pinnacle. (Fees to be waived)
10. ACM will be properly transported to a fully licensed and permitted asbestos disposal site.

I appreciate the opportunity to submit this proposal and hope that Pinnacle may be of continued service to The City of Newburgh. Should you have any questions regarding this information, please do not hesitate to contact me.

Sincerely,

Robert Ryan
Vice President

RR/jz

ACCEPTANCE OF PROPOSAL

The stated prices, specifications and conditions are satisfactory and hereby accepted. Pinnacle Environmental Corp. is authorized to do the work as specified. Payment will be made as outlined.

DATE OF ACCEPTANCE:	
PRINT NAME / TITLE	
SIGNATURE:	
COMPANY:	

200 Broad Street, Carlstadt, NJ 07072 · Tel. (201) 939-6565 · Fax (201) 340-2442
E-mail address: sales@pinenv.com

ACA ENVIRONMENTAL SERVICES, INC.

Should you decide to accept our proposal, please sign the attached and issue a

Purchase Order

to

ACA Environmental Services, Inc.

791 Nepperhan Avenue ◆ Yonkers, NY 10703-2012 ◆ Phone 914.965.5829 ◆ Fax 914.965.7597 ◆
www.asbestoscorp.com

ACA ENVIRONMENTAL SERVICES, INC.

April 4, 2016
Via E-Mail
Jmorris@cityofnewburgh-ny.gov

To: Mr. Jason C. Morris, P.E.
City Engineer
The City of Newburgh (City Hall)
83 Broadway
Newburgh, New York 12550

From: Mr. Fred Lattrell
ACA Environmental Services, Inc.
791 Nepperhan Avenue
Yonkers, New York 10703-2012

Subject: Proposal for asbestos abatement services to be rendered at the City of Newburgh, 73 Williams Street, Newburgh, New York 12550.

Site Visit: April 1, 2016
Conor Lander - QuES&T, Inc.
Fred Lattrell - ACA Environmental Services, Inc.

Information Supplied: New York State Department of Labor Variance File No. 16-0361, detailing the procedures for abatement.

SCOPE OF WORK

The scope of work for this project is to perform controlled demolition on the entire structure, including disposal of all debris, as asbestos-containing waste. ACA will demolish foundation 3' below grade, fracture floor and backfill level with grade.

The procedures to be utilized will be in accordance with New York State Department of Labor Site Specific Variance and OSHA Regulations.

Our price for the removal stated above is: $165,680.00

- Continued on Next Page -

QUALIFICATIONS

- Our price includes all labor, materials, equipment, supervision, and project management.
- Please allow ample time for filing of notifications and variances with regulatory agencies.
- Our price is based on the building/work area being vacant during the removal.
- Please be advised that ACA will need to restrict 25 feet around all containments to ACA personnel only.
- Access to work areas will be restricted to ACA employees for the duration of the project.
- Exterior work will be performed as weather permits.

OWNER RESPONSIBILITES

- Owner's consultant to provide New York State site-specific variance.
- Owner to provide third party air monitoring for project.
- All sidewalk and local building department permits to be funded by owner.

EXCLUSIONS

- Phasing of project.
- Overtime.
- Hydrant permit by owner.
- Building at back of property.
- Disposal of fuel tank.

This scope of work is being supplied to facilitate your renovations, therefore, we will provide under separate cover a Capital Improvement Certificate, which must be completed and returned prior to abatement commencement. ACA Environmental Services, Inc., carries $11 million true occurrence asbestos liability insurance, however, ACA must be informed of all additional insureds in writing prior to the start of the project. Additional insured status will only be afforded under written contract for those parties listed in this document below. This policy provides completed-operations coverage and is written by Starr Indemnity and Liability Company. Starr Indemnity and Liability Company is rated A, X "Excellent" by A.M. Best. ACA has never had an asbestos liability claim made since its founding in 1984. Additional insurance can be provided at an additional cost to the owner.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses, and expenses including, but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claims, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation of the indemnity which would otherwise exist as to any party or person described in this Contract.

- Continued on Next Page -

Should you accept this proposal, please complete the information below, and fax to our office at (914) 965-7597. Once this signed proposal has been received by our office, the above-mentioned insurance will be placed into effect.

Owner:		Contractor:	ACA Environmental Services, Inc.
Signature:		Signature:	
Print Name:		Print Name:	Fred Lattrell
Title:		Title:	Vice President
Date:		Date:	

Additional Insured's: _____

We appreciate the opportunity to present this proposal to you and hope that we may be of assistance in the near future. Should you have any questions, please feel free to call.

Very truly yours,

Fred Lattrell
Vice President

FL/mm

\proposals\2016\CityofNewburgh73WilliamsSt

PAR ENVIRONMENTAL CORPORATION

313 Spook Rock Road, Suffern, NY 10901 * 845-369-7500 * Fax 845-369-6682

April 4, 2016

Mr. Jason C. Morris
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Controlled Demolition with Asbestos in Place
73 William Street
Newburgh, New York 12550

Dear Jason,

PAR Environmental Corporation is pleased to submit a proposal for the above referenced project site.

1. PAR Environmental Corporation will provide labor, materials, equipment, supervision and project management to remove all debris outside the existing building then perform controlled demolition with asbestos in place at the above referenced site location as per the site specific variance #16-0361 dated March 31, 2016 provided by QUEST and our on site walkthrough.
2. PAR will provide asbestos abatement general liability occurrence form insurance for this project (10 M G/L and 25 M Pollution).
3. All asbestos waste will be properly disposed of at an EPA approved landfill by a licensed asbestos hauler as required.
4. All work will be performed following New York State Industrial Code 56 demolition of building with asbestos in place and site-specific variance number 16-0361 obtained by QUEST as required.
5. All existing foundation will be cut three feet (3') below grade except for the front, the remaining slabs will be cracked to allow for drainage as per walkthrough.
6. PAR will backfill with clean fill as requested (in 1' lifts).
7. PAR will provide generators for electrical needs as required.
8. PAR utilize existing fence as required.
9. PAR will provide OSHA monitoring as required.
10. All third party air monitoring will be provided by others.
11. All plumbing needs will be provided by others as required (Hydrant use for dust control and one (1) ¾ inch cold water supply for decon facility as required).

Continued

11. At the end of this project, a detailed post job submittal package consisting of the following will be provided:
    -Insurance Certificate
    -Asbestos waste manifest(s), signed by the landfill operator
    -Workers medical information
12. PAR will honor prices for 90 Days from proposal date.
13. All work will be performed during normal working hours utilizing straight time prevailing wage labor as required.
14. PAR will proceed with this project upon issuance of a purchase order.
15. PAR will provide Site Security as required.
16. All applicable sales taxes are excluded from this proposal and will be added upon invoicing unless a capital improvement certificate is issued.
17. TERMS: Net 10 Days

TOTAL BASE PRICE: $ 177,750.00

***Quest will provide variance to allow operator without asbestos handler license inside the asbestos work area under the supervision of the on-site asbestos supervisor.**

If you have any questions or concerns about this proposal please do not hesitate to call me at (845) 369-7500.

Sincerely,

Benjamin Sanchez
Director of Operations

RESOLUTION NO.: _____ - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH THE CHAZEN COMPANIES, INC. FOR A SOURCE WATER INVESTIGATION AT BROWNS POND AT A COST OF $12,000.00

WHEREAS, The City of Newburgh recently was required to switch from its primary water source due to the presence of PFOS in Washington Lake; and

WHEREAS, due to the limited size of the secondary water source, which cannot independently sustain the City's needs, the City wishes to investigate the possible presence of groundwater resources in the aquifer below Brown's Pond; and

WHEREAS, The Chazen Companies have submitted a proposal for hydrogeologic services to explore new drinking water sources for the City of Newburgh; and

WHEREAS, the cost for these services will be $12,000.00 and such funding shall be derived from F.8389.0448.5022.0000 – PFOA/PFOS Tracking -Other services Environmental; and

WHEREAS, the City Council has determined that such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with The Chazen Companies, Inc. for hydrogeologic services to explore new drinking water sources for the City of Newburgh at a cost of $12,000.00.

THE Chazen COMPANIES®
Proud to be Employee Owned
Engineers
Land Surveyors
Planners
Environmental & Safety Professionals
Landscape Architects

Hudson Valley Office
21 Fox St., Poughkeepsie, NY 12601
P: (845) 454-3980 F: (845) 454-4026
www.chazencompanies.com

Capital District Office (518) 273-0055
North Country Office (518) 812-0513

May 2, 2016

Mr. Michael G. Ciaravino, City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Source Water Investigations
Proposal # PM16-084

via email: nfay@cityofnewburgh-ny.gov

Dear Mr. Ciaravino:

The Chazen Companies (Chazen) appreciates being considered to help your engineering department explore new drinking water sources for the City of Newburgh. Our hydrogeologic services are available to help consider yields from wells being considered on municipal property near Brown's Pond or other locations. I will personally be the City's senior level contact for this assignment.

At the suggestion of Mr. Jason Morris, City Engineer, this proposal establishes a time and materials budget of 60 to 80 hours of preliminary service to be allocated at his or your direction. Work may include review of former reports, site visits, communication on your behalf to regulators, and preliminary field services. Our invoices will include comments so you may see how work is allocated. A time-and-materials budget of $12,000 is recommended. Change orders will be provided for any discrete drilling or testing services.

As a courtesy to the City, both in recognition of the urgency of this matter as well as in a measure of appreciation for our various recent opportunities to work for the City, we will provide these services at the same discounted rates used for the recently-awarded Phase I LTCP Green Infrastructure assignment; these rates are normally reserved for Chazen's Municipally-Designated-Engineer clients. As an existing Chazen client, your signature below is sufficient to authorize this work per other existing contract terms.

We are ready to work with you immediately. Sincerely,

Russell Urban-Mead, CPG
Senior Hydrogeologist/VP Environmental Services.

Enclosure

cc: file

5/4/16

Authorization Date

RESOLUTION NO.: _____- 2016

OF

JUNE 13, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 156 LANDER STREET (SECTION 18, BLOCK 3, LOT 14) AT PRIVATE SALE TO MICHELE WILLIAMS FOR THE AMOUNT OF $3,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 156 Lander Street, being more accurately described as Section 18, Block 3, Lot 14 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before September 12, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
156 Lander Street	18 – 3 – 14	Michele Williams	$3,000.00

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

Terms and Conditions Sale
156 Lander Street, City of Newburgh (18-3-14)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, 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 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed

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

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before September 12, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

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

RESOLUTION NO.: _____- 2016

OF

JUNE 13, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 274 FIRST STREET (SECTION 22, BLOCK 6, LOT 22) AT PRIVATE SALE TO WILLIAM J. MCCARTNEY III FOR THE AMOUNT OF $6,400.00

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

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

WHEREAS, the City of Newburgh desires to sell 274 First Street, being more accurately described as Section 22, Block 6, Lot 22 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before September 12, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
274 First Street	22 – 6 – 22	William J. McCartney III	$6,400.00

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

Terms and Conditions Sale
274 First Street, City of Newburgh (22-6-22)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, 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 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property

located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before September 12, 2016. *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 <u>not</u> 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.: _____- 2016

OF

JUNE 13, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 113 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 8) AND 115 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 7) AT PRIVATE SALE TO ZION NEWBURGH COMMUNITY DEVELOPMENT CORPORATION FOR THE AMOUNT OF $100.00

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

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

WHEREAS, the City of Newburgh desires to sell 113 Washington Street and 115 Washington Street, being more accurately described as Section 39, Block 3, Lots 8 and 7, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, Zion Newburgh Community Development Corporation have offered to purchase the property at private sale for the purpose of constructing a three-story building that will consist of a community space on the first floor and four apartments on the second and third floors; 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 purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before September 12, 2016, being ninety (90) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
113 Washington Street	39 – 3 – 8	Zion Newburgh Community	$100.00
115 Washington Street	39 – 3 – 7	Development Corporation	

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

Terms and Conditions Sale
113 Washington Street, City of Newburgh (39-3-8)
115 Washington Street, City of Newburgh (39-3-7)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, 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 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. 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.
6. 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.
7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. 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.
9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before September 12, 2016. *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.

10. 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 <u>not</u> 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.
11. 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.
12. 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.**
13. 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.
14. 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 thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. 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.: _____ - 2016

OF

JUNE 13, 2016

A RESOLUTION DECLARING FIFTEEN INTERMEDIATE BULK CONTAINER TOTES TO BE SURPLUS EQUIPMENT AND AUTHORIZING DISTRIBUTION TO CITY RESIDENTS FOR RAIN WATER RETENTION AND STORAGE

WHEREAS, the City of Newburgh Water Department possesses 15 intermediate bulk container ("IBC") totes, for which there is a cost associated to return to the supplier and which are no longer of value or use to the City; and

WHEREAS, the IBC totes can be repurposed for rainwater retention and storage; and

WHEREAS, this Council has determined that providing IBC totes to City residents at no charge for rain water retention and storage is in the best interest 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 15 intermediate bulk container totes be declared surplus by the City of Newburgh and offered to City residents for the purpose of collecting and storing rainwater.

Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
Water Department	Empty IBC Totes (275 gallon containers)	Totes are used to deliver water system chemicals to the Water Department. We have to pay $230.00/each to send them back.	15	$ 230.00	$ 3,450.00	Donate to requestors throughout the community to be used as rain water rentention and storage due to the current water restrictions.		

RESOLUTION NO.: _____-2016

OF

JUNE 13, 2016

A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK TO ADD TWO TEMPORARY INTERN POSITIONS IN THE DEPARTMENT OF PLANNING AND DEVELOPMENT

WHEREAS, the Department of Planning and Development proposes to add two temporary interns for the summer of 2016; and

WHEREAS, adding the two temporary summer intern positions in the Department of Planning and Development requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016 and funding for such temporary summer intern positions will be derived from the CDBG budget; and

WHEREAS, the City Council has determined that adding the two temporary summer intern positions in the Department of Planning and Development 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 Personnel Analysis Book for 2016 be and is hereby amended to add two temporary summer intern positions within the Department of Planning and Development with funding to be derived from the CDBG budget.

Summer Planner Internship –

Department of Planning & Development
83 Broadway, 3rd Floor
City of Newburgh, NY 12550

Description: Assist the general duties of the City Planner to plan, lead and monitor community and economic development projects

Minimum Qualifications: Must be enrolled in; graduated in the prior 6 months from; or accepted and beginning in the next 6 months from an accredited Masters Degree program in Planning.

Skills: Comprehensive knowledge of the purposes, principles, terminology and practices of municipal planning; Working knowledge of sociological, economic, environmental, engineering, designs and research factors in problems intended to advance new development projects and establish public/private partnerships. In-depth knowledge of the principles and practices of GIS and graphic visual methods as applied to community planning; Working knowledge of sustainability best practices, especially Green Infrastructure, MS4 management; Working knowledge of methods for data collection analysis and interpretation of statistical data; Demonstration of in-depth knowledge of research methodology and techniques. Ability to understand complex and oral written directions; Ability to get along well with others; Initiative and resourcefulness; Physical demands commensurate with the demands for in-the-field work associated with the responsibilities. Social Media Knowledge is a plus

Paid Internship:

$20/hour; 14 hours/week

Limited to a total of 10 weeks of employment of $2,800.

Summer Internship –

Department of Planning & Development
83 Broadway, 3rd Floor
City of Newburgh, NY 12550

Description:

The intern will be responsible for assisting in the set up and completion of a filing system for Community Development Block Grant funded projects and activities. Additional responsibilities will include set up of department files for active projects; assistance with the move of department staff offices and paperwork; and occasional field work particularly to documentation of projects and activities to include field notes and photography. Other activities, including errands, as assigned.

Skills:

Social Media Knowledge

Attention to Detail

Excellent Handwriting for labeling and documentation of files

Ability to manage a photo archive

Ability to understand and follow rules and regulations

Paid Internship:

$11/hour; 28 hours/week

Limited to a total of 10 weeks of employment of $3,080.

RESOLUTION NO. _____ - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTIES LOCATED AT 100 COURTNEY AVENUE (SECTION 48, BLOCK 1, LOT 27) AND 92 OVERLOOK PLACE (SECTION 45, BLOCK 8, LOT 24) SOLD AT PRIVATE SALE TO MICHAEL T. BROWN

WHEREAS, the Council of the City of Newburgh, New York, by Resolution Nos. 259-2015 and 260-2015, respectively, of October 13, 2015, authorized the sales of 100 Courtney Avenue (Section 48, Block 1, Lot 27) and 92 Overlook Place (Section 45, Block 8, Lot 24) to Michael T. Brown; and

WHEREAS, the City Manager has granted the sixty (60) day allotted extension to close title on said premises on or before February 8, 2016; and

WHEREAS, by Resolution No.: 56-2016 of March 14, 2016, the City Council authorized a sixty (60) day extension to close on or before April 7, 2016; and

WHEREAS, Mr. Brown has successfully closed on 123 S. William Street and is in the process of completing the rehabilitation; and

WHEREAS, Mr. Brown has requested a further extension of time to close until August 31, 2016 as he intends to use the same construction crew to renovate each property and wishes to stagger the closings to minimize over-extension of his resources; and

WHEREAS, this Council has determined that granting the requested extension would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the properties located at 100 Courtney Avenue (Section 48, Block 1, Lot 27) and 92 Overlook Place (Section 45, Block 8, Lot 24) is hereby authorized until August 31, 2016.

RESOLUTION NO. _____ - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY LOCATED AT 63 GROVE STREET (SECTION 26, BLOCK 6, LOT 7.1) SOLD AT PRIVATE SALE TO PATRICK COUSINS

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No. 310-2015 of December 14, 2015, authorized the sale of 63 Grove Street (Section 26, Block 6, Lot 7.1) to Patrick Cousins; and

WHEREAS, the City Manager has granted the sixty (60) day allotted extension to close title on said premises on or before May 13, 2016; and

WHEREAS, in order to obtain the necessary funding the purchaser of the property has requested an additional extension of time to close title; and

WHEREAS, this Council has determined that granting the requested extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the extension of time to close title for the property located at 63 Grove Street is hereby authorized until August 13, 2016.

RESOLUTION NO.: _____ - 2016

OF

JUNE 13, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2016 CONSOLIDATED FUNDING APPLICATION OF SAFE HARBORS OF THE HUDSON, INC. TO THE OFFICE OF COMMUNITY RENEWAL, NEW YORK STATE HOUSING TRUST FUND CORPORATION FOR A NEW YORK MAIN STREET GRANT

WHEREAS, the New York Main Street Stabilization Program is intended to assist with environmental remediation and associated construction costs as well as other innovative approaches to stabilizing and developing downtown, mixed-use buildings and downtown and neighborhood revitalization efforts; and

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

WHEREAS, Safe Harbors is collaborating with the Newburgh Community Land Bank and the City of Newburgh in the downtown location of the Ritz Theater to identify concentrated and well-defined Main Street areas to leverage and maximize the impact of funding on the community;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2016 Consolidated Funding Application of Safe Harbors of the Hudson to the Office of Community Renewal under the Main Street Stabilization Program to secure state funding for the Ritz Theater roof restoration.

RESOLUTION NO.: _____ - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CORRECTION OF EXHIBIT "A" - "LIST OF CITY-OWNED PARCELS TO BE CONVEYED TO DEVELOPER" TO THE DEVELOPMENT AND LAND DISPOSITION AGREEMENT WITH MILL STREET PARTNERS, LLC TO CORRECT THE INADVERTENT OMMISSION OF THE PROPETY KNOWN AS 18 JOHNSTON STREET (SECTION 30, LOT 3, BLOCK 38) IN CONNECTION WITH THE REDEVELOPMENT OF CITY OWNED PROPERTIES KNOWN AS THE MID-BROADWAY SITE

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

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

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

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

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

WHEREAS, Section 5.04 of the Development Agreement authorized by Resolution No. 194-2012 of October 22, 2012 provides that "The City hereby agrees to sell and convey the City owned parcels listed in Exhibit A to the Developer in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law."; and

WHEREAS, Exhibit "A" - "List of City-Owned Parcels to be Conveyed to Developer" inadvertently omitted the property known as 18 Johnston Street, more accurately described as Section 30, Block 3, Lot 38 on the official Tax Map of the City of Newburgh; and

DRAFT

WHEREAS, it was the intention of the City and the understanding of the Developer that 18 Johnston Street was a parcel included in the 1.8 acre principal site to be developed; and

WHEREAS, the City and the Developer wish to correct the omission in Exhibit "A" and to clarify that 18 Johnston Street was intended to be one of the parcels to be conveyed to the Developer pursuant to the Development and Land Disposition Agreement, as amended, and the Exhibits thereto; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City authorizes the correction to the Exhibit "A" - "List of City-Owned Parcels to be Conveyed to Developer" to include the inadvertently omitted the property known as 18 Johnston Street, more accurately described as Section 30, Block 3, Lot 38 on the official Tax Map of the City of Newburgh and further authorizes the sale and conveyance of the City-owned parcel known as 18 Johnston Street, more accurately described as Section 30, Block 3, Lot 38 in accordance with the terms and provisions of the Development and Land Disposition Agreement with Mill Street Partners, LLC, as amended.

DRAFT

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is dated as of Oct. 23, 2012 and entered into by the City of Newburgh (the "City"), a municipal corporation organized and existing under the laws of the State of New York, having its office at 83 Broadway, Newburgh, New York 12550, and Mill Street Partners, LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 853 Broadway, New York, New York 10003 (the "Developer").

RECITALS:

WHEREAS, in response to a Request for Qualifications (RFQ) solicitation by the City, the Developer was designated as the preferred developer to redevelop certain parcels of land commonly known as the Mid Broadway Redevelopment Opportunity located in the City of Newburgh; and

WHEREAS, the RFQ by the City sought proposals from private developers to create a dense, mixed use commercial and residential development which was sensitive to Newburgh's historic design aesthetic, environmentally sustainable, and which generated pedestrian use along Broadway; and

WHEREAS, such redevelopment is intended to include the acquisition, demolition and new construction of a mixed-use project consisting of housing and commercial components (the "Development") along Broadway, Johnston Street, and Lander Street in the City of Newburgh, New York; and

WHEREAS, the City desires that the Developer be formally designated as the Developer for the Development; and

WHEREAS, the City and the Developer acknowledge that the development of the Mid Broadway Redevelopment Opportunity is a public-private partnership whose success relies and depends upon the close coordination and collaboration between the City and the Developer to achieve the City's and Developer's redevelopment goals and objectives; and

WHEREAS, the parties intend for this Agreement to govern their relationship, and to set forth the respective roles and obligations of the parties with respect to the Development;

NOW, THEREFORE, in consideration of the foregoing recitals and underlying promises, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I
TERMS OF ENGAGEMENT

1.01 Agreement Term. This Agreement shall be effective as of the date hereof and shall expire twenty-four (24) months after its execution if the Developer has not secured the Public Funding sufficient to begin construction of the Development, or on the date on which a valid permanent certificate of occupancy is issued for the Development (or phase thereof, if the project is phased), or upon an earlier termination of this Agreement in accordance with the terms hereof. The term of this Agreement may be extended upon the mutual agreement of the parties hereto. Any provisions of this Agreement that are expressly identified to survive a termination of this Agreement shall survive such termination.

1.02 The Development. The Development shall consist of a mixed-use project consisting of housing and commercial components along Broadway, Johnston Street, and Lander Street in the City of Newburgh, New York. The Development may be constructed in one phase (consisting of approximately 103 residential rental apartment units, together with a ground floor supermarket and/or other retail space and sufficient parking spaces) or may be constructed as a

two-phase project [with the Phase 1 Project consisting of approximately sixty-seven (67) residential rental apartment units, together with a ground floor supermarket and/or other retail space and sufficient parking spaces and the Phase 2 Project consisting of the new construction of approximately thirteen (13) two-family attached residential townhomes, together with sufficient parking spaces]. In either case, total residential development shall not exceed 105 residential units and the Development shall provide, at a minimum, at least one parking space per residential unit.

(b) Notwithstanding anything contained herein to the contrary, the City and the Developer reserve the right to revise the above development program in order to create a financially feasible project which achieves the City's and Developer's redevelopment goals and objectives. The approval of the City under such circumstances shall not be unreasonably withheld or delayed and, if so approved, the parties shall use good faith efforts to negotiate such amendment(s) to this Agreement as may be necessary or appropriate.

1.03 Exhibits. This Agreement contains the following Exhibits, which are attached hereto and incorporated as though fully set forth herein:

Exhibit A: List of City-Owned Parcels To Be Conveyed to Developer

Exhibit B: Development Schedule and Milestones

Exhibit C: Escrow Agreement

1.04 Cooperation. The City and the Developer shall each cooperate with one another in good faith to successfully consummate the Development. Such cooperation shall include reasonable efforts to respond to one another as expeditiously as possible with regard to requests for information or approvals required under this Agreement. With regard to materials or documents requiring the approval of one or more parties, if such materials or documents are not

approved as initially submitted, then the parties shall engage in such communication as is reasonably necessary under the circumstances to resolve any issues so that approval may be given. A spirit of good faith and a mutual desire for the success of the Development, subject to applicable financial constraints and regulatory limitations, shall govern the parties' relationship under this Agreement.

1.05 Communication. In connection with the Development, the following individuals shall serve as the primary points of contact for each party:

For the City: Richard F. Herbek, City Manager

For the Developer: Patrick Normoyle, Manager

In all cases in this Agreement where information, notices and documents, etc. are to be transmitted from, between or among the parties, such transmission shall be made through the contact persons described above or such other persons as the City or the Developer, as applicable may hereafter designate, so as to keep one another informed of all material events, information and communications relating to the Development.

1.06 Developer not an Agent. The Developer is hereby formally designated as the developer for the Development. Notwithstanding anything to the contrary contained in this Agreement, the City shall not have any liability nor duty to any person, firm, corporation, or governmental body for any act or omission or commission, liability, or obligation of the Developer arising from the action or inaction of the Developer under this Agreement.

1.07 Time of Performance. The Developer shall use its good faith efforts to complete the Development and meet all Developer Milestones and Milestone Deadlines (as described in Exhibit B), subject to and conditioned upon (i) acquisition of the development sites by the Developer in accordance with Section 5.04 below; and (ii) receipt of all financing necessary to

complete the Development, including receipt of Public Funds (as hereinafter defined); provided, however, that notwithstanding the foregoing, upon the execution and delivery of this Agreement by all parties the Developer shall promptly commence initial planning, design and local municipal approval activities related to the Development. The City shall diligently perform their obligations contained herein as and when required of this Agreement.

1.08 Quality of Work under this Agreement. The Developer shall perform the duties required to effectuate the Development described herein in a competent and professional manner. The Developer shall furnish the skill and judgment necessary to complete the Development in compliance with the Development Schedule and in an expeditious and efficient manner consistent with the terms and provisions of this Agreement.

ARTICLE II
OVERALL DESIGN AND APPROVAL RESPONSIBILITIES

The Developer shall, at its sole cost and expense, have the authority and obligation, subject to and conditioned upon (i) acquisition of the development sites by the Developer in accordance with Section 5.04 below; and (ii) receipt of all financing necessary to complete the Development, including receipt of Public Funds, to:

2.01 Complete the Design of the Project. (a) The Developer will oversee and complete the design of all elements of the Development described in this Agreement, including the plans and specifications for each Project (the "Plans and Specifications").

2.02 Obtain Permits and Other Approvals. The Developer shall diligently and in good faith pursue such actions as may be reasonably necessary or appropriate to obtain all building and construction permits, licenses, easements, and local governmental approvals necessary to obtain, establish, or construct the Development, including necessary utilities, roads, and other infrastructure improvements contemplated by the construction documents for the

Development (the "Construction Documents"). The City will provide reasonable assistance in obtaining these items, if and to the extent requested by the Developer.

2.03 Reimbursable Municipal Expenses. In addition to other costs to be paid as described in this Agreement, and fees legally required to be paid to the City as part of the zoning and building permit process, the Developer shall be liable for and shall reimburse the City for all of the reasonable costs and expenses paid by the City to its consultants' for adopting modifications to the City's Zoning Ordinance to permit the proposed development and reviewing the Project under SEQRA (subject to SEQRA's statutory fee limitation), and for all other reasonable consultant expense incurred by the City in furtherance of the Project (including, but not limited to, defending any lawsuits, environmental consultant costs, and the review and analysis of Developer's financial information) (the "Reimbursable Municipal Expenses"), subject to the periodic review and approval of the consultant expenses in accordance with the Escrow Agreement attached hereto as Schedule C. Subject to Developer's right to dispute bills and invoices presented to it hereunder, the City shall pay Reimbursable Municipal Expenses in accordance with the terms and conditions of the Escrow Agreement, (subject to Developer's obligation to replenish said Escrow as set forth therein). Upon the execution of this Agreement and the Escrow Agreement (attached hereto as Schedule C) by all parties hereto, the Developer shall deposit with the City an advance in the amount of $10,000.00 Dollars, which funds shall be held in a separate account maintained by the City (the "Escrow Account"), and applied solely to the payment of Reimbursable Municipal Expenses. When the Escrow Account is reduced below $5,000.00 , the Developer shall deposit an additional sum of money so as to maintain the Account at or near $ $10,000.00. In the event of a dispute concerning Reimbursable Municipal Expenses the parties shall promptly confer in a good faith effort to resolve the dispute, provided,

that such dispute shall not be cause for non-performance by any party of any of its obligations hereunder.

2.04 Comply with Laws and Permits. The Developer shall cause the Development to be designed and constructed in compliance with all applicable Federal, state and local laws, codes, ordinances, rules and regulations.

2.05 Complete Construction. The Developer shall complete the construction of each Project in accordance with the Plans and Specifications.

2.06 Oversee Marketing. The Developer shall direct and oversee all marketing efforts for the Development in order to ensure that the residential units are leased and/or sold to qualified applicants and the commercial space is leased and/or sold to commercial tenants pursuant to leases or other agreements negotiated by the Developer.

ARTICLE III
PROJECT FINANCING AND CLOSINGS

3.01 Public Funds. The Developer will seek to secure public funding including various grants, subsidies, private equity through various tax credit programs, and conventional financing sufficient to fund the project costs associated with the Development. The funding programs may include but not be limited to the following funding programs: Low Income Housing Tax Credit program (including both the "4%" and "9%" programs), New York State Housing Trust Fund program, New York State HOME program, New York State Affordable Home Ownership Development program, Orange County HOME program, Federal Home Loan Bank of New York Affordable Housing Program, and other relevant funding programs. The

Developer will provide copies of all funding applications submitted for the Development to the City. In addition, the Developer will provide copies of all market studies, environment site assessments, and any geotechnical reports prepared for the Development. If the Developer has not secured the Public Funding sufficient to begin construction of the project within twenty-four (24) months of the execution of this agreement, the Developer may, at its election, extend the term of this agreement for another twelve (12) month period by making a payment of $50,000 to the City and the approval by a majority vote of the City Council.

3.02 Designation as a Priority Project. To secure the completion of the Development in accordance with this Development Agreement, the City shall designate the Mid Broadway Redevelopment Project as a Priority Project of the City of Newburgh and shall cooperate with the Developer in securing the Public Funds needed to complete the Development. The City shall issue letters of support, resolutions of support, and other evidence of the Development's designation as a Priority Project for the City of Newburgh. Given the importance that the sources of Public Funds place on local financial support, the City shall also prioritize the Mid Broadway project when awarding funding from the City grant programs, including but not limited to funding from the City's Community Development Block Grant (CDBG) program.

3.03 Payment in Lieu of Taxes (PILOT). In order to create a financially viable project, the City shall grant a PILOT to the Development. The term and level of payments for the Development will be determined within one hundred eighty (180) days of execution of the Development Agreement.

3.04 Closing. The City and the Developer will participate in one or more closings for the construction financing of the Development, at which time all of the documents as may be required by the lenders and investors for the construction of the Development (or phase thereof) will be executed (the "Project Documents").

3.05 Deed. The Project shall be developed in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Developer is required to complete construction of the Project in compliance with all State, County and Local standards for occupancy within thirty (30) months of the date of the deed. Within such thirty (30) month time period the Developer must obtain a Certificate of Occupancy for all buildings within the Project. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the thirty (30) month period. If the Developer has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy 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 is issued.

ARTICLE IV
DEVELOPER MILESTONES AND MILESTONE DEADLINES

4.01 Upon a good faith reasonable determination by the City of the achievement of any Completion Milestone described in Exhibit B and at the request of the Developer, the City shall issue a written Certificate of Completion with respect to such Milestone. Such Certificate of Completion shall constitute the City's confirmation that the Milestone has been completed in compliance with this Agreement. The City and the Developer agree to negotiate in good faith

and determine such additional or different Milestones and/or Milestone Deadlines during the planning of the Development as may be necessary to effectively and efficiently complete the Development.

ARTICLE V
DUTIES AND RESPONSIBILITIES OF THE CITY

5.01 In General. The City shall promptly review any matter submitted by the Developer for approval hereunder and advise the Developer of approval or of why approval is being reasonably withheld. In connection with any request for approval of the Development, the City shall respond to any request within ten (10) business days.

5.02 Development Support. The City shall provide assistance for the Development with local governmental agencies and other similar applicable parties, and will consider reasonable requirements imposed on the Development by any lenders and equity investors lending to or investing in the Development. The City shall provide assistance reasonably requested by the Developer in obtaining licenses, approvals, permits and other cooperation from local, state, and Federal agencies and local governmental bodies; provided, however, that except as otherwise specifically described herein, the Developer shall have the primary responsibility for obtaining such approvals and cooperation.

5.03 Specific Responsibilities. The City shall:

A. Act reasonably and take all reasonable actions as are within its authority and as are reasonably necessary to complete the development and construction of each Project;

B. Investigate the feasibility and advisability of approving requests by the Developer (or where the granting authority is another governmental entity, consider recommending that such entity approve such request of the Developer), including but not limited to the following:

i. adopting modifications to the City's Zoning Ordinance to permit the proposed Development;

ii. authorizing (through a license agreement between the City and the Developer) the use of up to twenty-six (26) parking spaces in the Lander Street Parking Lot, to be used solely by the Development, in each instance subject to any applicable requirements of the City Code.

5.04 Acquisition and Conveyance of Development Sites. (a) The City hereby agrees to sell and convey the City owned parcels listed in Exhibit A to the Developer in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law. Insurable title to the development parcels shall be conveyed by the City to the Developer at or prior to closing of the construction financing for the Development (or phase thereof) subject only to such exceptions to title as the Developer (and its financing sources) may approve, which approval will not be unreasonably withheld.

(b) The purchase price for the City owned parcels shall be subject to and conditioned upon (x) an appraisal of the highest and best use prepared by a licensed appraiser in conformance with the Uniform Standards of Professional Appraisal Practice; (y) any additional requirements dictated by each Project's financing sources, including the sources of Public Funds; and (z) the Developer's receipt of all financing necessary, including receipt of Public Funds described in Section 3.01 above, sufficient to complete the Development as herein described.

(c) The closing of the transfer of title for the City owned parcels shall occur at or prior to the closing of the Developer's construction financing for the Development (or phase

thereof). Any and all closings shall be held at the offices of the Developer's construction lender or such lender's counsel's office. At each such closing the City shall execute and deliver to the applicable Owner Entity a bargain and sale deed in recordable form with covenants against grantor's acts. The City shall be responsible for all taxes, assessments and water and sewer rents accrued against the City owned parcels as of the date preceding the closing date for the conveyance of such parcels. The Developer shall be responsible for all taxes, assessment and water and sewer rents accruing against the conveyed parcels on and after the closing date for such parcels. The City, as applicable, shall pay and be responsible for any and all real property transfer and similar taxes.

ARTICLE VI

TERMINATION, DEFAULT AND REMEDIES

6.01 Events of Default. Any of the following shall constitute an "Event of Default" by the Developer under this Agreement, subject to the provisions of Section 6.02, if such event has a material adverse impact upon the Development:

(a) failure of Developer to complete any Milestone by the applicable Milestone Deadline within sixty (60) days after receiving written notice of such failure by the City, subject to the provisions of Sections 6.02 and 6.04 below;

(b) failure of the Developer to pay or perform any other material obligation of Developer under this Agreement, and such failure continues and remains uncured for a period of sixty (60) days after receiving written notice thereof by the City; provided, however, that if such failure cannot reasonably be cured within such sixty (60) day period, the Developer shall have a period of sixty (60) additional days to cure such failure, so long as the Developer diligently pursues such cure;

(c) if any representation of Developer under this Agreement is or becomes untrue or inaccurate in any material adverse respect and is not cured or commenced to be cured within sixty (60) days after receiving written notice thereof by the City;

(d) if (i) the Developer consents to the appointment of a receiver, trustee or liquidator for the Development or for any substantial part of its property, or (ii) a bankruptcy or similar proceeding is commenced by the Developer under the laws of any jurisdiction, or if any such proceeding is and such proceeding commenced against the Developer under the laws of any jurisdiction is not stayed or dismissed within ninety (90) days after its institution; or

(e) the unilateral withdrawal by the Developer as the Developer of the Development.

If an Event of Default shall occur and continue beyond the expiration of any applicable notice and cure period, the City may terminate this Agreement with respect to the Development or phase thereof, whichever shall be the subject matter of such Event of Default, upon giving written notice thereof to the Developer, and may exercise all other rights or remedies available to it in law or in entity.

6.02 Force Majeure. If the Developer is delayed in achieving any Developer Milestone due to unforeseeable causes beyond the control of the Developer, then the applicable Developer Milestone shall be extended for a period of time corresponding to the period of delay, with a reasonable adjustment to any other applicable milestones affected by the delay. Such causes include, but shall not be limited to acts of God, war, terrorism or public enemy, acts of any governmental entity or agency in either its sovereign or contractual capacity (including the failure of any governmental entity or agency to timely issue any necessary permits or approvals), fires, floods, epidemics, strikes or labor disputes, freight embargoes, unusually severe weather,

delays of any subcontractor or supplier arising from unforeseeable causes beyond the control of the Developer, or litigation by third parties.

6.03 No Fault Termination. Notwithstanding the foregoing, Developer shall not be in default of this Agreement and this Agreement may be terminated by the Developer upon notice to the City and if, through no fault of the Developer, (a) one or more environmental, geophysical or similar conditions detrimental to the Development is discovered and the cost to be borne by the Developer is extraordinary and renders the Project infeasible, or (b) the Developer, through no fault of its own (including, but not limited to, due to rejection of an application to one or more applicable funding sources for a portion of the Public Funds), cannot obtain the necessary financing to complete the Development (or phase thereof). If this Agreement is so terminated, no party shall have any liability to the others hereunder with respect to the Development (or phase thereof), whichever shall be the subject matter of such termination.

6.04 Default by the City. In the event that the City materially fails to comply with the terms of this Agreement and such failure causes a delay in the development process or in the achievement of one or more Milestones, then the Developer shall be provided with an extension of the appropriate or affected Milestone Deadlines in order to allow additional time to complete the work affected by such default or, at the option of the Developer, the Developer may terminate this Agreement with respect to the Development, but only if the City fails to cure such default and comply with the terms of this Agreement within a period of sixty (60) days after receiving written notice thereof from the Developer. Upon such termination, the Developer may exercise any right or remedy available to it in law or at equity.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

7.01 Representations of the Developer. As of the date of this Agreement, the Developer represents that:

A. *Organization and Powers.* The Developer is a limited liability company, validly existing and in good standing under the laws of the State of New York. The Developer has the power and authority to own its assets and properties, to carry on its activities as now conducted by it, to execute, deliver and perform this Agreement.

B. *Authorization, Binding Agreement.* The execution, delivery and performance by the Developer of this Agreement have been duly authorized by all requisite action.

C. *Litigation.* There is no known action, suit or proceeding pending or, to the best knowledge of the Developer, threatened before any court or government or administrative body or agency which may reasonably be expected to (i) result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of the Developer, or (ii) impair the ability of the Developer to perform its obligations under this Agreement.

7.02 Representations of the City. As of the date of this Agreement, the City represents that:

A. *Power, Binding Agreement.* The City has the power, authority and legal right to enter into and perform this Agreement, the execution, delivery and performance of which have been duly authorized by all requisite action.

B. *No Litigation.* There are no pending or, to the best knowledge of the City, threatened actions or proceedings before any court or administrative agency which would materially adversely affect the ability of the City to perform their obligations under this

Agreement, or any other agreement or instrument entered into by the City pursuant to this Agreement.

ARTICLE VIII
INDEMNIFICATION

8.01 Indemnification by the Developer. The Developer shall indemnify, defend and hold the City and its respective officers, elected officials, employees and agents harmless from and against all claims, damages, demands, liabilities, obligations and causes of action of any kind whatsoever brought by third parties and suffered by the City (collectively "Claims"), including, but not limited to costs, expenses and reasonable attorneys' fees expended in settlement or defense of any Claim, if and to the extent caused by the fraud, gross negligence or willful misconduct of the Developer or any of its respective officers, directors, employees or agents.

8.02 Indemnification by the City. The City shall indemnify, defend and hold the Developer and its respective affiliates officers, directors, employees and agents harmless from and against all claims, damages, demands, liabilities, obligations and causes of action of any kind whatsoever brought by third parties and suffered by the Developer (collectively "Claims"), including, but not limited to costs, expenses and reasonable attorneys' fees expended in settlement or defense of any Claim, if and to the extent caused by the fraud, gross negligence or willful misconduct of the City or any of its respective officers, elected officials, employees or agents.

ARTICLE IX
MISCELLANEOUS

9.01 Notices. All notices, requests, demands, approvals or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed

given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to City:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: Richard F. Herbek
With copies to:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: Michelle Kelson, Esq.
If to Developer:	Mill Street Partners, LLC 853 Broadway New York, NY 10003 Attn: Patrick Normoyle
With copies to:	Cannon Heyman & Weiss, LLP 54 State Street, 5th Floor Albany NY 12207 Attn: Steve Heyman

9.02 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement.

9.03 Assignment. This Agreement shall not be assignable by any party, without the prior written consent of the other parties; provided, however, that the Developer may, without such consent but with notice to the City per Section 9.01, assign or sub-contract this Agreement or any of its rights and responsibilities hereunder to an affiliate of the Developer or to an entity controlled by, or under common control with, the Developer, but no such assignment shall relieve the Developer of its obligations hereunder absent the prior written consent of the City.

9.04 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.

9.05 Interpretation and Governing Law. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by all parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of New York.

9.06 Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

9.07 Final Agreement. Unless otherwise provided herein, this Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.

9.08 Modification of Agreement. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby. This Agreement may not be altered, modified, rescinded, or extended orally.

9.09 Waivers. The failure of any party to insist in any one or more case upon the strict performance of any of the obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by any party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the party to be charged. In addition to the other remedies herein provided, either party may restrain by injunction the violation or threatened violation of either parties obligations under this Agreement and may obtain specific performance by either party of its obligations under this Agreement.

9.10 Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

9.11 Certain Approvals. Unless otherwise stated, all approvals or consents required of either party hereunder shall not be unreasonably withheld, delayed, conditioned or denied.

9.12 References to this Agreement. All references to this Agreement shall include all documents and exhibits incorporated by reference.

9.13 Headings. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

9.14 Construction. Whenever in this Agreement a pronoun is used, it shall be construed to represent either the singular or the plural, either the masculine or the feminine, as the case shall demand.

9.15 Authority to Execute. The undersigned represent and warrant that they are duly authorized to execute and deliver this Agreement.

9.16 Resolution of Disputes. It is mutually agreed by and among the parties, that the respective parties hereto shall and they hereby do agree to resolve all claims, controversies, disputes and disagreements (collectively, a "Dispute") by submitting the Dispute to determination by mediation. In the event the parties are not able to resolve a Dispute through mediation, any party may bring an action in any Federal or New York State court of competent jurisdiction located within the City, County and State of New York.

9.17 Non Discrimination. The Developer covenants and agrees that it shall comply with all applicable federal, state, and local laws in effect from time to time prohibiting

discrimination or segregation by reason of age, race, creed, religion, sex, color, national origin, ancestry, sexual orientation or affectional preference, disability, or marital status in the sale, lease or occupancy of the Phase 1 Project or Phase 2 Project, or any part thereof.

ARTICLE X
ACCESS TO THE DEVELOPMENT PARCELS

10.01 Access to Development Parcels. From and after the date of this Agreement, the City hereby grants to the Developer and Developer's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the City-owned parcels listed in Exhibit A and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary for the purposes of inspecting the property which inspections may include, but are not limited to, conducting surveys, physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, and such other tests and evaluations as are reasonably required for an evaluation of the property and the prosecution of any applications for governmental approvals.

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

10.03 Indemnification and Hold Harmless. Developer hereby agrees to defend, indemnify and hold City harmless against any claims, actions and proceedings brought against City arising out of, in connection with and/or relating to Developer's use of the premises. Developer has posted evidence of and shall maintain public liability insurance naming the City as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Such insurance shall be maintained until either the City-owned parcels are conveyed to the Developer or this agreement is terminated subject to the terms of this agreement.

10.04 Third Party Contractors and Consultants. Developer may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Developer retains such agents, Developer and such agents shall name the City as additional insured under insurance coverage concerning Developer's performance of the tasks referenced herein.

10.05 Commencement. The license or privilege hereby given shall commence upon the execution of this development agreement between City and Developer.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their duly authorized signatories on or as of the date first written below.

CITY OF NEWBURGH

By: _____ 10/23/12
Name: Richard F. Herbek
Title: City Manager
Date

MILL STREET PARTNERS, LLC

By: _____ 10/23/12
Name: Patrick Normoyle
Title: Manager
Date

APPROVED AS TO FORM

Cheryl A. Gross
Comptroller

Michelle Kelson
Corporation Counsel

EXHIBIT A

LIST OF CITY-OWNED PARCELS TO BE CONVEYED TO DEVELOPER

EXHIBIT B

DEVELOPMENT SCHEDULE

and

MILESTONES

EXHIBIT A

LIST OF CITY-OWNED PARCELS TO BE CONVEYED TO DEVELOPER

SBL	Address	Assessed Value
30-3-24	132 Broadway	2,100
30-3-25	136 Broadway	2,100
30-3-26	138 Broadway	1,600
30-3-27	140 Broadway	1,300
30-3-28	142 Broadway	1,300
30-3-29	142A Broadway	500
30-3-30	144 Broadway	1,300
30-3-31	146 Broadway	1,500
30-3-32	148 Broadway	2,100
30-3-33	6 Johnston Street	1,000
30-3-34	10 Johnston Street	1,600
30-3-35	12 Johnston Street	1,600
30-3-37	16 Johnston Street	4,300
30-3-23	6 Lander Street	1,800
30-3-22	8 Lander Street	5,800
30-3-21	14 Lander Street	2,400

EXHIBIT B
DEVELOPMENT SCHEDULE AND MILESTONES *

The City and the Developer shall use good faith efforts to adhere to the following development schedule and to meet the development milestones noted below. All deadlines are based on execution of the final development agreement.

Milestone	Deadline**
Execute Development Agreement	October 23, 2012
Developer Commences Preparation of Preliminary Engineering and Site Plan	October 24, 2012
City Commences Preparation of Zoning Modifications to Permit Development	November 13, 2012
Developer submits applicable applications and/or petitions for project approvals within the jurisdiction of the City and its municipal boards ("City Approvals")	March 1, 2013
City Adopts Zoning Modifications to Permit Development	April 1, 2013
Developer Submits NYS HCR or NYS HFA Funding Application	NYS HCR: November 29, 2012 or NYS HFA: January 15, 2013
COMPLETION MILESTONE 1: Developer Obtains Financing Commitments	Sixty (60) days from receipt of written funding award from NYS HCR or NYS HFA
COMPLETION MILESTONE 2: Developer Secures All City Approvals	Ninety (90) days from receipt of written funding award approval
Developer Completes Plans and Specifications	One hundred fifty (150) days from receipt of written funding award approval
COMPLETION MILESTONE 3: Developer Obtains Building Permit	One hundred eighty (180) days from receipt of written funding award approval
COMPLETION MILESTONE 4:	Two hundred seventy (270) days from

Developer Closes on Project Financing	receipt of written funding award approval
Developer Commences Construction	Thirty (30) days from closing of project's construction financing
COMPLETION MILESTONE 5: Developer Completes Construction	Twenty one (21) months after commencement of construction

* If the Project is executed as two distinct phases, the above schedule will apply to the Phase 1 project. The Development Schedule and Milestones for the Phase 2 project will be determined after commencement of construction of the Phase 1 project.

** All deadlines assume, and are contingent upon, execution of the Development Agreement by the City and the Developer by October 23, 2012.

EXHIBIT "C"

ESCROW AGREEMENT

THIS AGREEMENT is made this 23rd day of October, 2012, by and between **THE CITY OF NEWBURGH**, a New York municipal corporation with offices at 83 Broadway, Newburgh, New York 12550 (the "City") and the **MILL STREET PARTNERS LLC,** a limited liability company organized under the laws of the State of New York with offices at 853 Broadway, New York, New York 10003 (the Developer"):

WITNESSETH:

WHEREAS, the City desires to facilitate redevelopment of the City's downtown and promote a mixture of residential, retail and other appropriate uses on City-owned property, more commonly referred to as the Mid-Broadway Opportunity; and

WHEREAS, the City and the Developer entered into a Development Agreement dated _____ ____, 2012 (the "Development Agreement"), for a mixed-use project consisting of housing and commercial components along Broadway, Johnston Street, and Lander Street in the City of Newburgh, New York; and

WHEREAS, the Developer, pursuant to the Development Agreement, provided an escrow deposit of $ _____ to reimburse the City for outside consultant and other expenses incurred by the City in furtherance of the Project; and

WHEREAS, the Developer and the City have entered into a Development Agreement, in order to set forth certain understandings among them with respect the environmental review concerning the implementation of the Project, subject to the New York State Environmental Quality Review Act and the regulations promulgated thereunder by the Commissioner of the New York State Department of Environmental Conservation (collectively, "SEQRA"); and

WHEREAS, the Development Agreement provides, among other things, that the Developer shall be liable for and reimburse the City for all reasonable costs and expenses paid by the City to its consultants for reviewing the Developer's application for the Project (the "Application") under SEQRA, and for other consultant expenses incurred by the City in furtherance of the Project ("City Expenses"); and

WHEREAS, the City and the Developer wish to enter into an Escrow Agreement to govern the payment by the Developer of the City Expenses of the City and its Consultants pursuant to the terms and conditions set forth therein; and

WHEREAS, the City and the Developer desire to appoint the City Comptroller as escrow agent (the "Escrow Agent"), and the Escrow Agent agrees to serve in such capacity and act in accordance with the provisions hereof,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Developer agree as follows:

1. Escrow Agent. The City and the Developer hereby appoint the Escrow Agent to act in accordance with the provisions of this Escrow Agreement, and hereby designate it with the authority to receive, deposit and withdraw said funds from the Escrow Fund in order to pay the City's Expenses, as those terms are hereinafter defined.

2. Escrow Fund. The Developer will deposit with the City the sum of Ten Thousand Dollars ($10,000 .00) (the "Initial Deposit"), which shall be placed in an interest bearing account, and interest earned thereon shall be added thereto (the Initial Deposit, together with Additional Deposits as hereinafter defined, and the interest earned thereon shall be referred to as the "Escrow Fund").

3. Use of Escrow Fund. The Escrow Fund shall be used to pay for all City Expenses.

4. Consultants. The City reserves the absolute right in its full discretion to retain and control the work of the consultants in connection with their review of the Application and/or terminate their retention.

5. Consultants Invoices. The City shall require that all invoices submitted by the consultants ("Consultant(s) Invoice(s)") to the City in connection with the Project shall set forth in written form with sufficient specificity (i) descriptions of all work performed on a daily basis, (ii) total time spent performing such work on a daily basis, (iii) the charge for such work, including individual billing rates, (iv) a particular statement of any disbursements charged, and (v) the total fees charged for each bill or invoice. The Consultants Invoices shall be transmitted to the Escrow Agent, who shall transmit a copy by mail or facsimile to the duly authorized representative of the Developer as soon as reasonably possible after receipt of same, for review and approval.

6. Automatic Approval of Invoices. Unless the Escrow Agent receives a written objection to any Consultant Invoice within seven (7) business days of the Developer's receipt of such Invoice, the Escrow Agent shall promptly release that amount of the Escrow Fund to pay the invoiced City Expenses. All objections hereunder shall provide a detailed elaboration describing the disputed task and associated costs. The Escrow Agent may pay from the Escrow Fund any undisputed portion of the Consultant Invoice as set forth above. In making payment of any of the City Expenses out of the Escrow Fund, the Escrow Agent shall be entitled to rely upon the accuracy and veracity of any bill, invoice and/or statement for services which is tendered to the Escrow Agent in connection with the Project; provided, however, that upon each payment of the City Expenses out of the Escrow Fund, the Escrow Agent shall provide the Developer with a true and correct copy of the invoice or bill being paid.

7. Appeals Procedure. In the event the Developer timely objects to any Consultant Invoice as set forth above, the Escrow Agent and the Developer shall affirmatively seek to resolve said disagreement in a timely manner. If they are unable to resolve the disagreement within ten (10) days of the Escrow Agent's receipt of the written objection as set

forth above, the Escrow Agent shall refer such dispute to the City Attorney ("City Attorney") for its review and determination. The Escrow Agent shall provide the City Attorney with true and correct copies of all written records relevant to the dispute, and the City Attorney shall examine the record and issue a written decision within ten (10) business days of its receipt of the written objection regarding the reasonableness of the disputed expense. The determination of the City Attorney shall be reasonable and binding. The Developer agrees that the Escrow Agent may pay from the Escrow Fund reasonable City Expenses as determined by the City Attorney.

8. Accounting. The Escrow Agent shall provide the Developer with a full written accounting of the Escrow Fund within thirty (30) days of any written request thereof.

9. Additional Deposits.

(i) The Developer agrees to ensure that throughout the City's review of the Application, and until all Consultants Invoices regarding the City Expenses have been submitted and paid in full as set forth herein (the "Termination Date"), the Escrow Fund shall be replenished to $10,000.00 at any time the balance is below $5,000.00 by making additional deposits ("Additional Deposits") in such amount or amounts as the Escrow Agent, in its sole and reasonable discretion, shall determine is necessary to replenish the Escrow Fund to $10,000.00. Such Additional Deposits shall be made by the Developer within ten (10) business days after written request for same is made by the Escrow Agent. In no event shall the Escrow Fund remain in effect more than 60 days after the Termination Date.

(ii) In the event the Developer fails or refuses to make such Additional Deposits in such amounts and in the manner required herein, then notwithstanding anything to the contrary contained or agreed to in any other contract or agreement between the Developer and the City, the City shall, at its sole option, stop processing the Application unless and until such time as the Developer makes such Additional Deposit.

10. Payment of All Consultants Invoices. The Developer agrees that in the event it withdraws the Application or otherwise terminates the City's review of the Application, all City Expenses incurred up to and including that point in time shall be paid out of the Escrow Fund pursuant to the terms set forth herein, including, those costs incurred but not yet submitted to the Escrow Agent for payment.

11. Refund of Escrow Fund. At the expiration of the Termination Date, the Escrow Agent shall pay to the Developer the balance of the proceeds contained within the Escrow Fund.

12. Indemnity. The Escrow Agent and the City Attorney undertake to perform only such duties as are specifically set forth in this Escrow Agreement. The Escrow Agent and the City Attorney shall not be liable for any action taken or omitted by them in good faith and believed by them to be authorized hereby or within the rights or powers conferred upon them hereunder, nor shall they be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind, unless caused by their own gross negligence or willful misconduct. The City and the Developer, in equal part, shall indemnify the Escrow Agent and the City Attorney and hold them harmless from and against, and shall reimburse them with respect to, any and all

losses, damages, liabilities, claims, costs and expenses, including reasonable attorneys' fees, incurred by the Escrow Agent and the City Attorney in connection with their duties hereunder.

13. Entire Understanding. This Agreement contains the entire understanding of the parties who hereby acknowledge that there has been and there are no representations, warranties, covenants or understandings other than those expressly set forth herein.

14. Modification. Neither this Agreement nor any provision hereof, shall be amended or modified, or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. This Agreement and the provisions hereof may not be modified, changed, waived, discharged or terminated orally.

15. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties, their related entities, successors and assigns.

16. Legal Interpretation. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York.

17. Severability. Should any provision contained within this Agreement be determined to be invalid or illegal, such invalidity or illegality shall not affect in anyway any other provision hereof, all of which shall continue, nevertheless, in full force and effect.

18. Notices. Any and all notices required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To the City:

City of Newburgh
City Hall – 83 Broadway
Newburgh, New York 12550
Attention: Richard F. Herbek, City Manager

City of Newburgh
City Hall – 83 Broadway
Newburgh, New York 12550
Attention: Cheryl Gross, City Comptroller

with a copy to:

City of Newburgh
City Hall – 83 Broadway
Newburgh, New York 12550
Attention: Michelle Kelson, Esq., Corporation Counsel

To the Developer:

Mill Street Partners, LLC
853 Broadway
New York, New York 10003
Attention: Patrick Normoyle

With a copy to: Cannon Heyman & Weiss
54 State Street, 5th Floor
Albany, New York 12207
Attention: Steve Heyman, Esq.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

CITY OF NEWBURGH

By: _____

Richard F. Herbek, City Manager

Dated: 10/23/12

MILL STREET PARTNERS, LLC

By: _____

Patrick Normoyle, Manager

Dated: 10/23/12

RESOLUTION NO.: 112 - 2013

OF

MAY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH CERTIFIED APPRAISAL SERVICE
FOR PROFESSIONAL APPRAISAL SERVICES AT A COST OF $4,500.00
TO PREPARE AN APPRAISAL OF CITY-OWNED PROPERTIES
KNOWN AS THE MID-BROADWAY SITE

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

WHEREAS, the Development Agreement obligates the City to obtain an appraisal of the highest and best use prepared by a licensed appraiser in conformance with the Uniform Standards of Professional Appraisal Practice in order to determine the acquisition price of the City-owned property; and

WHEREAS, it is necessary and appropriate to retain licensed appraiser to perform this service; and

WHEREAS, after due consideration and evaluation the firm of Certified Appraisal Service has been identified as qualified, able and cost-effective and the preferred firm to provide said services;

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 an agreement with such terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh with Certified Appraisal Services to prepare an appraisal of the City-owned properties known as the Mid-Broadway site at a cost of Four Thousand Five Hundred ($4,500.00) Dollars.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held May 28, 2013 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 29th day of May 20 13

City Clerk

COMPLETE APPRAISAL
OF REAL PROPERTY

Mid-Broadway Redevelopment Project
Mill Street Partners
Proposed Mixed-Use & Residential Development
17 City Parcels
CAS File #N13-0174

IN A SUMMARY REPORT

As of July 15, 2013

Prepared For:

Ms. Michelle Kelson
Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12250

Prepared By:

Certified Appraisal Service
626 East Main Street
Middletown, NY 10940
845-343-6463

CAS

CERTIFIED APPRAISAL SERVICE

CERTIFIED APPRAISAL SERVICE

626 East Main Street, Middletown, NY 10940
Phone (845)-343-6463 Fax (845) 343-7733

August 30, 2013

Ms. Michelle Kelson
Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Mid-Broadway Redevelopment Project
Mill Street Partners
Proposed Mixed-Use & Residential Development
17 City Parcels
CAS File #N13-0174

Dear Ms. Kelson:

In fulfillment of our agreement as outlined in the Letter of Engagement, Certified Appraisal Service is pleased to transmit our complete summary narrative appraisal report estimating the market value of the fee simple estate in the subject property.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report. This report is not to be used in connection with obtaining financing or establishing an assessment or taxable value.

This report was prepared for the above addressed client in connection with establishing a fair market sale price that will be used in negotiation with an appointed developer of the project. This appraisal is not to be considered as a recommendation to the Seller, Client, buyer or anyone to buy, sell, develop, finance or do anything with the property. It may not be distributed to or relied upon by other persons or entities without written permission of Certified Appraisal Service.

This appraisal report has been prepared in accordance with our interpretations of your guidelines, the regulations of OCC and the Uniform Standards of Professional Appraisal Practice, including the Competency Provision and The Financial Institutions Reform, Recovery and Enforcement act (FIRREA) and the guidelines of federal regulatory agencies.

The property was inspected by and the report was prepared by William E. Buchalter, New York and Florida, Certified General Appraiser.

As described herein, the subject site contains some 17+/-city tax parcels comprising approximately 2.38 acres of land situated on the north side of Broadway between Johnston and Lander Street in the City of Newburgh, New York. As of the appraisal date, the project has received concept approval from the City of Newburgh for up to a maximum of 105 residential units plus an unspecified amount of ground floor retail space suitable for a "supermarket" as stated in City Resolution 194-2012 dated October 22, 2012. The prospective developer "Mill Street Partners, LLC sought to amend the city resolution terms as it relates to the number and size of the units to be built and has purportedly completed preliminary market study addressing the residential component of the project. The developer has proposed that the project size be amended to 91 residential units and 12,400 square feet of retail space.

Due to the amended size of the project (reference is made to 91-105 units) and the somewhat lack of confirmed specific plans, project details and financing;, the Appraiser has had to rely on Client and Developer provided data and concept materials to develop an estimated value for the site. Such value is considered to be prospective and somewhat hypothetical in nature, that is, it is based on conditions that do not presently exist but are assumed to exist for the purpose of the report.. The report results are presented in a range and based on the number of units that are proposed for the site, even though such number of units may ultimately vary based on financing and other factors.

In order to go forward, the project will require subsidies from one or more of several federal, state and/or local agencies. The residential component is proposed to be financed through the NY State Housing Finance Agency. The commercial component financing is yet to be identified in any specific terms. Due to the size and scope of the project and the complexity of the developmental conditions that would be required, this appraisal examines the property from a marketing perspective of the undeveloped vacant land subject to the necessary approvals for the residential units only. The retail commercial component is not considered to be a viable free market economic addition to the site or project at this time and is therefore not given any value.

Further, it is recognized that the value stated herein is based on the *extraordinary assumption* that the property will be legally suitable to develop, and that financing can be obtained for development of up to 91 residential apartment units, commonly referred to as "affordable housing".

Therefore, based on our inspection and analysis, we have formed the opinion that the most likely sales price for the subject property , subject to obtaining approvals and financing for up to 91 units of affordable housing and subject to the assumptions, limiting conditions, certifications, and definitions contained herein, as of July 15, 2013, is approximately as follows:

91 Units @ $4,800/unit = $436,800 Say... $437,000

(Four Hundred Thirty Seven Thousand Dollars)

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits and Addenda.

Respectfully Submitted,

CERTIFIED APPRAISAL SERVICE

William Buchalter

William Buchalter
Certified General Appraiser
NYS Certification #46-5527

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Name:	Mid-Broadway Redevelopment Project
Location:	Broadway, Johnston and Lander Street Newburgh, New York
General Overview:	The subject site contains some 17+/- city tax parcels comprising 2.38 acres of vacant land that, as of the appraisal date, had received concept approval for 105+/- apartment style affordable apartment units plus approximately 12,400 square feet of retail space. The developer is recommending 91 units to be built.
Interest Rights Appraised:	Fee Simple
Tax Description:	Various Tax Parcels (See detail sheet) City of Newburgh, NY
Land Size:	2.38 +/- Acres
Inspection Date	June 22, 2013
Effective Appraisal Date:	July 15, 2013
Date of Report:	August 30, 2013
Value By Market Data Approach:	$437,000
Highest And Best Use:	Residential Multi-Family Apartments
Reputed Owner:	City of Newburgh
Value Conclusion:	$437,000

Introduction

Purpose of Appraisal and Limitation of Use

The purpose of this appraisal is to estimate the market value of the property as of July 15, 2013 connection with establishing a fair market sale price that will be used in negotiations with an appointed developer of the project. The report is intended for its specified use. It may not be distributed to or relied upon by other persons or entities without written permission of Certified Appraisal Service. Due to the size and scope of the project and the complexity of the developmental conditions that would be required, this appraisal examines the property only from a marketing perspective of the undeveloped approved units. It is recognized that the value stated herein is based on the hypothetical condition that the property is suitable for development of 91 restricted units commonly referred to as "affordable housing". Liability of the appraiser, the appraisal company and its employees is limited to the fee collected for the preparation of the appraisal.

Extent of the Appraisal Process

The preparation of this appraisal consisted of:

- Inspection of the site on 6/22/13 and discussion with the developer, Mill St Partners, LLC and project market study consultant, Mr. Scott Allen of GAR Associates.
- Research and collection of market data related to occupancies, asking rents, concessions, development costs and operating expenses of competing properties which included interviews with surveyors, engineers and on-site managers and a review of our own data base from previous appraisal files.
- An exterior inspection of comparable sales data was made when appropriate.
- Market inquiries into recent sales of similar properties to ascertain sale prices per unit, per square foot, per acre, etc. This process involved telephone interviews with sellers, buyers and/or participating brokers.
- Some degree of due diligence to determine the existence of apparent adverse conditions.
- Development of the appropriate approach(es) to value.
- Arriving at a value conclusion and writing this report.

Introduction

Method of Appraisal

This report is designed as a summary complete narrative report. Three standard methods of appraisal were considered.

1. The Market Data Approach indicates a value based upon an analysis of sales of similar type properties.

2. The Cost Approach is utilized to reflect the replacement cost of the improvements, less depreciation, plus the value of the land.

3. The Income Approach is used to reflect value based upon the potential income stream generated by the real estate.

The subject property consists primarily of vacant land. There is one small residential improvement that is to be acquired by the developer but not included in this valuation. Vacant land does not generally lend itself to the valuation by the Cost or Income Approach. The Market Data Approach is therefore primarily relied upon. Because this is a summary narrative report, the full and complete transaction data, tax and assessment data, comparable sales adjustment grid, income and expense analysis and accompanying maps may not be included.

Definitions of Value, Interest Appraised, and Other Pertinent Terms

"Market Value" (as defined by "The Appraisal of Real Estate" Tenth Edition) - means the most probable price which a property should bring in a competitive and open market under all conditions requisite to fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated:

(2) Both parties are well informed or well advised, and consider their own best interest;

(3) A reasonable time is allowed for exposure in the open market;

(4) Payment is made in terms of cash in U.S. dollars or in arrangements comparable thereto; and

(5) The price represents the normal consideration for the property, sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Introduction

Fee Simple

An absolute fee; a fee without limitations, any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation. An inheritable estate.

Leasehold

A property held under tenure of lease. The right of use and occupancy of real property by virtue of a lease agreement. The right of a lessee to use and enjoy real estate for a stated term and upon certain conditions, such as the payment of rent.

Leased Fee Estate

On ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Market Rent

The rental income that a property would most probably command in the open market; indicated by the current rents paid and asked for comparable space as of the date of the appraisal.

Cash Equivalent

A price expressed in terms of cash, as distinguished from a price expressed totally or partly in terms of the face amounts of notes or other securities that cannot be sold at their face amounts.

Value As Is

The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

Introduction

Market Value As If Complete and Approved on Appraisal Date

Value of the property with all site approvals, zoning, proposed construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions, as of the date of the appraisal, yet not necessarily having achieved a stabilized occupancy.

Prospective Value on Completion of Construction

The value of a property on the date that construction is completed based on market conditions forecast to exist as of that completion date. This value is not the market value as of a specified future date, but rather is a forecasted value based on assumptions that may or may not occur.

Prospective Value on Reaching Stabilized Occupancy

The value of a property as of a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy. At such point, all capital outlays for tenant improvements, leasing commissions, marketing cost, and other carrying charges are assumed to have been absorbed.

Subject Property

Due to the size and scope of the project and the complexity of the developmental conditions that would be required, this appraisal examines the property from a marketing perspective of the undeveloped vacant land, *subject to* obtaining the necessary approvals. It is recognized that the value stated herein is based on the extraordinary assumption that the property is suitable for and may ultimately be approved for development of up to 91 units of "affordable housing". This appraisal is made with the understanding that the present ownership includes all the rights that may lawfully be owned and is therefore, titled in fee simple.

Extraordinary Assumptions and Hypothetical Conditions

This appraisal is made with the extraordinary assumption that the property will be suitable to develop as planned and that financing can be obtained for development for up to 91 residential apartment units, commonly referred to as "affordable housing".

Description of Property/ Assessments/Taxes

REVISED EXHIBIT A (17 Parcels)

LIST OF CITY-OWNED PARCELS TO BE CONVEYED TO DEVELOPER

SBL	Address	Assessed Value
30-3-24	132 Broadway	2,100
30-3-25	136 Broadway	2,100
30-3-26	138 Broadway	1,600
30-3-27	140 Broadway	1,300
30-3-28	142 Broadway	1,300
30-3-29	142A Broadway	500
30-3-30	144 Broadway	1,300
30-3-31	146 Broadway	1,500
30-3-32	148 Broadway	2,100
30-3-33	6 Johnston Street	1,000
30-3-34	10 Johnston Street	1,600
30-3-35	12 Johnston Street	1,600
30-3-37	16 Johnston Street	4,300
30-3-38	18 Johnston Street	154,100
30-3-23	6 Lander Street	1,800
30-3-22	8 Lander Street	5,800
30-3-21	14 Lander Street	2,400
	Total	$186,400

Delineation of Title Deed Reference & Taxes

The assessments shown above in "Exhibit A" are representative for the entire property as of the effective valuation date. It is anticipated that the developer would come to some sort of PILOT (payment in lieu of taxes) agreement with the municipality. The proposed development purportedly would be allowed by the City of Newburgh to use a portion of a municipal parking lot located along Lander Street; identified as Section 30 Block 4 Lot 20.2 in the City of Newburgh. There is an additional parcel that is part of the development plan but is not owned by the City of Newburgh, identified as Section 30 Block 3 Lot 36. This parcel has a residential improvement on it but is purportedly to be acquired from the current owner at the developer's expense.

The collective assessment for the entire property is $186,400 imputing a full market value of $186,400 according to the assessor's equalization rate of 100%.

The subject parcels in shown in Revised Exhibit A are currently owned by the City of Newburgh and are currently tax exempt. The property was acquired by the City at various tax sale proceedings over the past years for non-payment of real estate taxes.

Property Description

Location:	Broadway Between Johnston and Lander Streets, Newburgh, NY
Shape:	Rectangular
Land Area:	17+/- Parcels 2.38 ± acres
Frontage:	216 feet along Broadway; 553 feet along Johnston Street; 436 feet along Lander Street
Topography:	The property is generally level with the various street grades and throughout the site, sloping upward from Broadway and along Johnston Street.
Utilities:	Public Water and Sewer Service from the City of Newburgh
Zoning:	R2 – Residential & TC-1 Tourist Commercial

Site Disclaimers

Soil Conditions:	We did not receive nor review a detailed soils condition map. The subject property has some lands within a designated Wetland area. However, we assume that the soil's load-bearing capacity is sufficient to support any proposed structure. We did not observe any evidence to the contrary during our physical inspection of the property. The tract's drainage appears to be adequate.
Easements and Restrictions:	We were not given a title report to review. We do not know of any easements, encroachments, or restrictions that would adversely affect the site's use. However, we recommend a title search to determine whether any adverse condition exits.
Flood Hazard:	According FEMA flood zone mapping, the subject property is not within a flood hazard area.

Property Description

Wetlands:	We did not review any wetlands mapping but since it is a City lot that was previously constructed upon, Wetlands are not anticipated to be an issue.
Environmental Hazards:	We observed no evidence to toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the services of a professional engineer for this purpose.

General Description

The subject property consists of an irregular rectangular shaped 2.38+/- acre site that is comprised of some 17 city tax parcels. The subject is located along Broadway between Johnston and Lander Streets in the downtown section of Newburgh, NY. Broadway is a four lane thoroughfare connecting the outer portions of the city and leading to and terminating at the Hudson River. Johnston and Lander Streets are one-way, two-lane paved city streets running north and south from Broadway.

The property is generally level with the various road grades and throughout the site, sloping upward from Broadway and along Johnston Street. The site has 216 feet along Broadway; 553 feet along Johnston Street; 436 feet along Lander Street. The site has access to public water and sewer service from the City of Newburgh.

Soil Conditions

The characteristics of the soils on a parcel of land play an important roll in determining the developmental potential for the property. This is because most municipalities will require that development take place upon soils that are suitable for foundations, septic systems, driveways and road beds. Also, any areas that are low lying or within potential state or federal wetlands, must be delineated and mapped before any subdivision or development can take place. Often soil conditions, as determined from United States Department of Agriculture and Soil Conservation Service mapping, can provide a limited but valuable guideline for land development potential.

The subject property soils fall into several categories. The primary area of concern is the ability for the soil to sustain building construction and to accommodate septic systems, when required. Since the proposed development is to rely on a central water and sewer system, the concern regarding the percolation of the soil is less significant than if septic systems were to be utilized. The property is in the process of applying for approval for multi-family apartments. Any adverse soil or environmental conditions will have to be address by the proposed plan.

Location and Neighborhood Description

The subject property is located in a primarily commercial neighborhood within the City of Newburgh, situated in the downtown business district along lower Broadway. Newburgh is within the northwest portion of Orange County, New York. Newburgh is the largest of three cities in Orange County and is located adjacent to the Hudson River.

The subject is located along Broadway between Johnston and Lander Streets. Broadway is a four lane thoroughfare connecting the outer portions of the city and leading to and terminating at the Hudson River. Johnston and Lander Streets are one-way two-lane paved city streets running north and south in the center from Broadway. The neighborhood along Broadway is approximately 60% built-up with numerous vacant commercial building and cleared lots. The area along Johnston and Lander Streets is approximately 70 percent built-up and has a variety of residential, commercial and institutional type uses in the surrounding properties. The immediate surrounding area is mostly urban in nature which has been redeveloped with a few government related entities, including a nearby community college, subsidized housing and private retail stores. Otherwise the immediate surrounding area would be described as "economically distressed".

Some surrounding buildings have a first floor commercial occupancy with either residential units or an expansion of the ground floor operation on the floors above. There are a number of dilapidated and apparent abandon buildings within the surrounding blocks. Many nearby buildings were in the process of being renovated until the recent economic downturn, at which point much, if not all of the renovation and rehabilitation effort stopped.

The subject area is afforded relatively easy access to the areas major commuter arteries, Route 84 and I-87. Both are within 3 miles and provide access to various parts of New York State. Local shopping can be found within the City of Newburgh, while mall shopping is available within 2-15 miles at Newburgh, Walden or Middletown. The area affords itself relatively easy access to recreational and cultural amenities.

Located in Newburgh are such places of interest as the Washington's Headquarters and the waterfront along the Hudson River. Newburgh, as well as surrounding townships, is an area that had experienced steady growth both residentially and commercially in the four years previous to the Spring of 2006, which is estimated to have been the "height" of the real estate market. *However, we are now in a period in which demand has slowed, listing prices have been reduced and buyers' incentives are being offered on many properties. There is substantial foreclosure activity and distressed sales in the City of Newburgh.*

Location and Neighborhood Description (Cont.)

The limited growth that has taken place within the City is driven by these aforementioned market forces and the close proximity to transportation routes I-84, Newburgh-Beacon Bridge and the Stewart International Airport which has recently come under the ownership of the NY-NJ Port of Authority. Industrial warehouses, manufacturing and light assembly plants are abundant throughout the area and to some extent within the city. Retail development has been significant along the commercial corridors of I-84, Route 32, Route 17K and in the Towns of Newburgh and New Windsor.

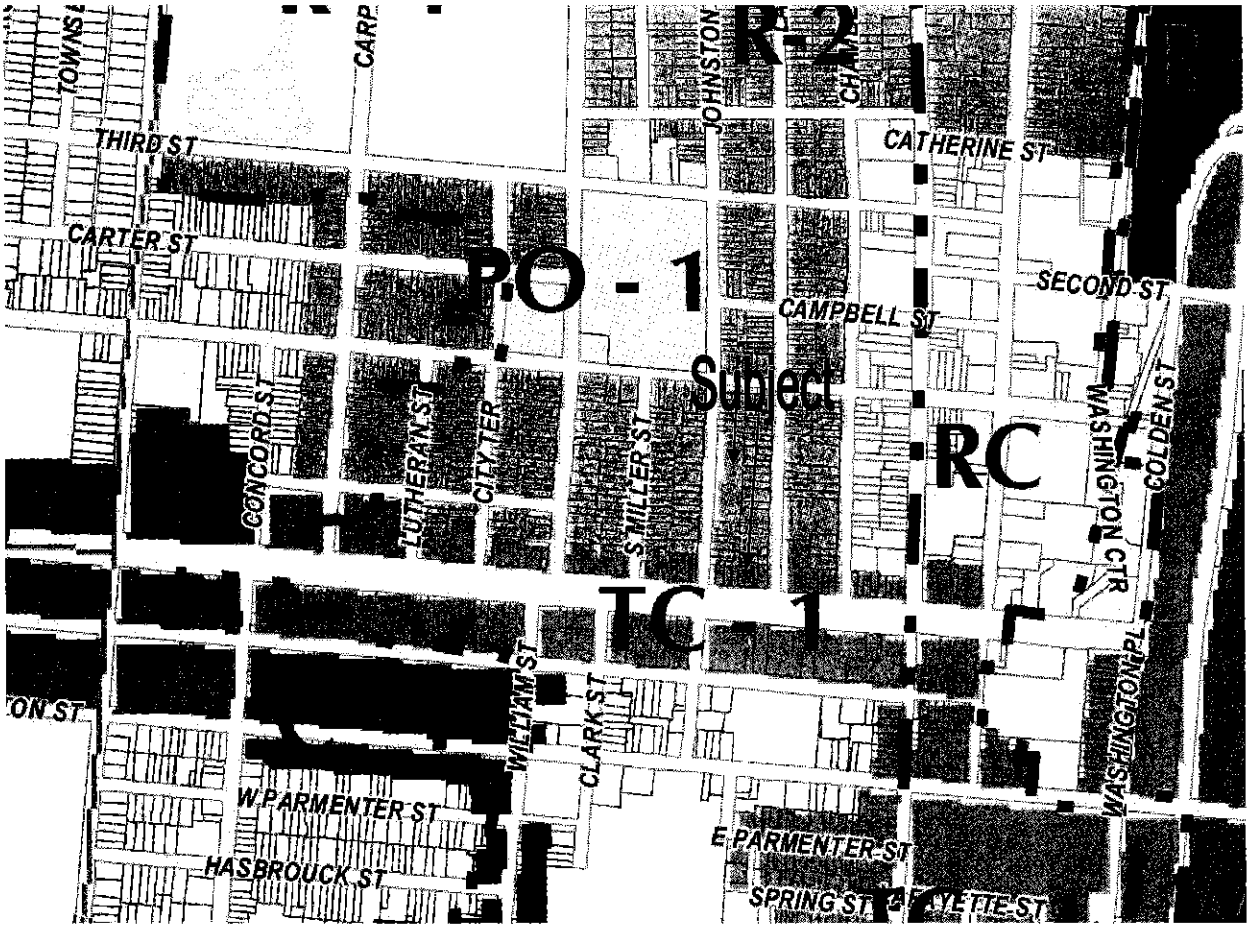
Transportation for area residents is primarily by automobile with bus, rail and airline transportation at a reasonable distance. Schools are within walking distance although many students are bussed.

The general appeal of surrounding properties is poor to fair. Market time for multi-family and commercial property is typically in excess of 12 months.

Topographically the site is generally level. The site is accessible from Broadway, Johnston and Lander Streets. A nearby municipal parking lot located across Lander Street is purportedly included to be used as some sort of off-street parking for the site.

The site is served by municipal water, sewer gas and electric. There are overhead street lights and on-street parking as well. Drainage for the site appears adequate. The lot is not located in a flood hazard zone as per City of Newburgh flood map #36071C01442 dated 08/03/09. The property is in a R2 Zone which is a residential district; and a TC-1 zone which is a Tourist Commercial Zone.

Zoning Map


R-2
P.O - 1
Subject
RC
TC - 1
THIRD ST
CARTER ST
CATHERINE ST
SECOND ST
CAMPBELL ST
JOHNSTON
CARP
CONCORD ST
LUTHERAN ST
CLAYTER
S MILLER ST
WILLIAM ST
CLARK ST
WASHINGTON CTR
GOLDEN ST
WASHINGTON PL
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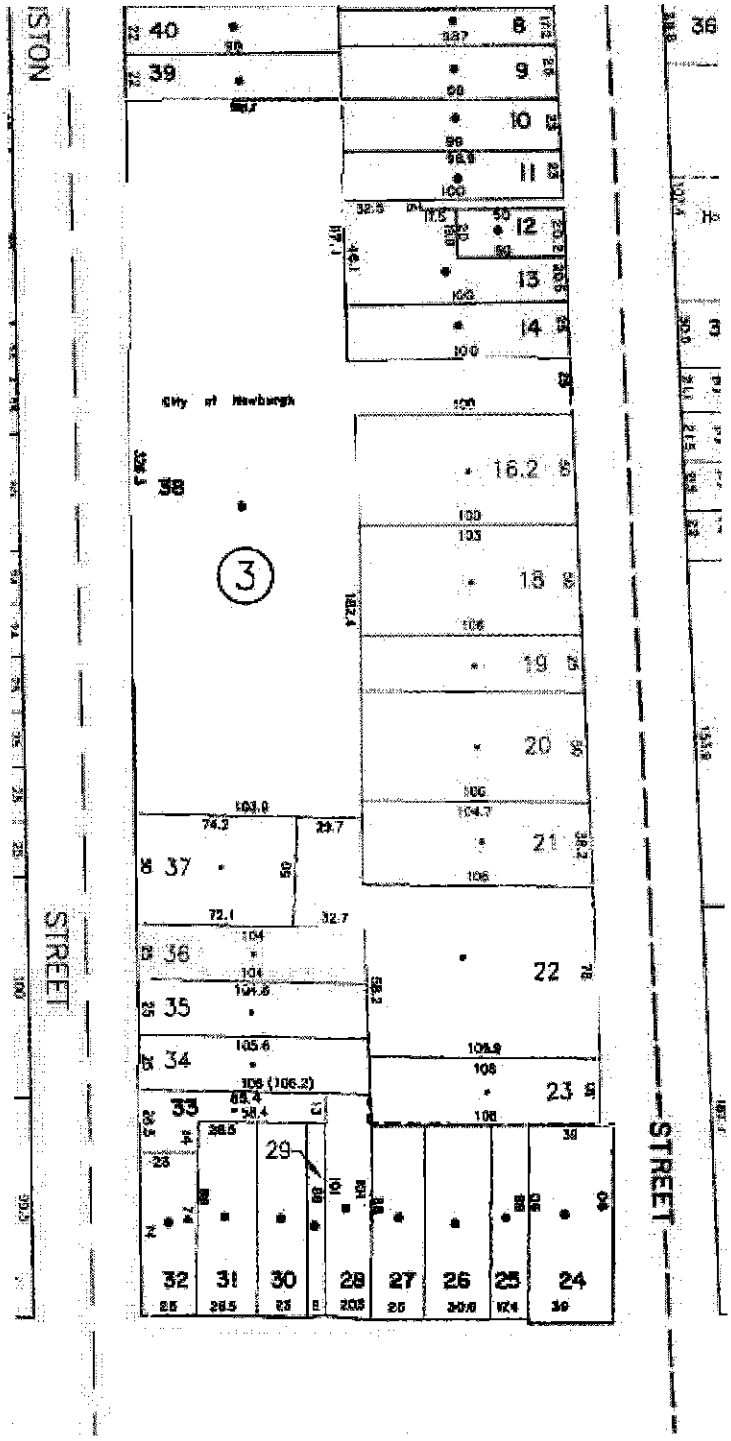
E PARMENTER ST
HASBROUCK ST
SPRING ST
LAFAYETTE ST

Tax Map


STON
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Development Potential

During certain previous periods of the 1970's, 1980's and most recently since 2001, vacant land has been in high demand due to the expansion of population and the desire and need for more housing in the Orange County and surrounding areas. As a result, almost any vacant parcel of land is viewed from a "developmental potential" perspective when estimating its market value.

Zoning was historically the primary factor of consideration when determining the use potential for a particular property. However, as suitable parcels have become less available, more stringent regulation that extends beyond the underlying zoning is imposed on development and even greater emphasis is placed on the various characteristics of the land, such as soils, topography, road frontage, permeability and the current or future availability of municipal services. Also, the attitude of the local citizenry and its government, along with the perception of a project, can impact the developmental potential for a particular parcel of land.

For these reasons, similar sized and zoned parcels of land can bring vastly different prices when sold. Although it is the Appraiser's job to estimate and adjust for these differences when comparing sales to a subject property, it is often a difficult process due to the lack of firm engineering and feasibility data. Also, understanding and estimating the present and future climate within the local government for a particular development project can be highly problematical.

The subject property consists of an irregular rectangular shaped parcel of land that is approximately 2.38 acres in size and comprised of some 17 city tax parcels. There is substantial road frontage on three public streets. The property is situated in the downtown section of the City of Newburgh

The City of Newburgh is desirous of having this site developed with some type of residential and retail service stores that would include a supermarket to serve the area residents. Unfortunately, at this time, there is little market demand to develop a project of this type unless there were some type of government subsidy or grant that would ensure its economic viability. A resolution by the City of Newburgh to support a development plan for the property was set forth in May of 2012 when the property was optioned by the current developer, Mill Street partners, LLC. The plan called for a residential apartment and townhouse project of up to 103 units along with a commercial retail component of approximately 12,400 square feet, even though there is no ready market demand for the retail space and an occupant is yet to be identified . The plan was later was refined to a housing project that would be limited to 91 units constructed in one or more phases. Concept approval was purportedly given by the City of Newburgh at a January 2013 work meeting subject to more detailed plans and specifications. This appraisal is therefore made with the extraordinary condition that the subject property will be approved for 91 units of affordable rental housing.

Development Potential (Cont.)

A preliminary market analysis was completed by GAR Associates of Amherst, New York that addresses the feasibility of a tax credit incentive construction for the residential portion of the project and suggests certain market level rents that would be supported if the project were completed. This is an important analysis because barring other economic benefits or incentives, the project will have to rely on subsidized rentals to make it economically viable. While this is the usual case for any tax incentive or subsidized project, a developer cannot pay more for a site than the rents will economically support. The value of the site therefore becomes less of a "market value" and more of a "likely transaction value" based upon the ultimate subsidies that the project can obtain.

Since no feasibility analysis was made as to the viability of commercial component of the project, this appraisal does not address any value that may be associated with the commercial component. In general, for projects of this type, any commercial component development which will likely require a substantial tax or construction incentive/grant. Further, the source of such funding has yet to be identified and may indeed not be available at this time. Therefore, it is reasonable to conclude that there is no independent commercial demand for the property or inherent value that can be apportioned to the commercial aspect of the project; and it is therefore not considered in this report.

In any event, this appraisal should not be construed as a recommendation by the Appraiser to the Client, buyer, seller, reader or anyone to buy, sell, lend, develop, construct or do anything with regard to the property being appraised. The appraisal is confined to the proposed number of units approved, with the hypothetical condition that such approvals and financing for same would be forthcoming in a reasonable period of time of say not more than 24 months.

Highest and Best Use

Highest and Best use may be defined as: That use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported and financially feasible and which results in the highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

In estimating highest and best use, four stages are included in the analysis.

Possible Use: Determine the physically possible use for the subject site.

Permissible Use: Determine which uses are legally permitted for the subject site.

Feasible Use: Determine which possible and permissible uses will produce a net return to the subject site.

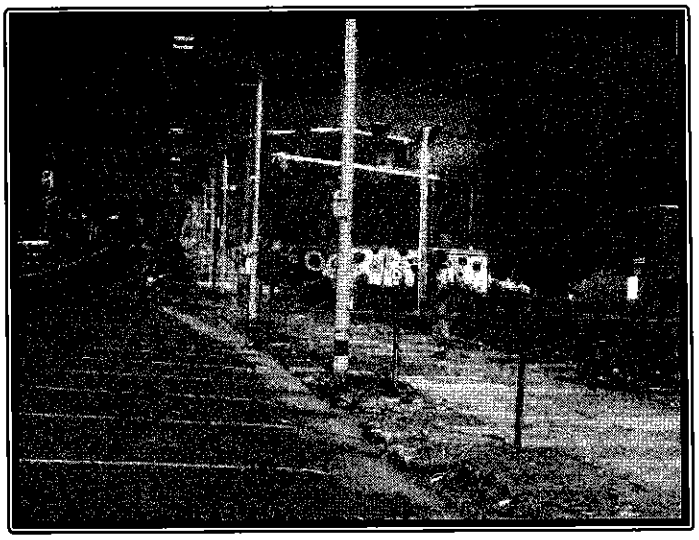
Highest & Best Use: Determine which use, among the feasible uses, is the most profitable use of the subject.

The Highest and Best Use of the land as if vacant and available for use may be different from the highest and best use of the improved property. The subject property consists of primarily vacant downtown City of Newburgh owned land that in one way or another had been abandoned by private owners. Previous efforts to sell this property on the open market have proven futile. Only developers who can obtain some type of tax credit or rent subsidy seem to be interested in the property. Substantial site planning and feasibility work has been completed to date by a developer chosen by the City. A preliminary feasibility plan has developed and identified a rent structure that would work for the property as a "subsidized project". The property is within a zone that would permit its proposed use for residential housing as well as any commercial component.

Highest and Best Use (Cont.)

The City Council has given concept approval for the construction of up to 91 units of affordable housing. Although this appraisal does not seek to affirm the development plan per se, it is our opinion that the proposed site plan and use as a multi-family housing project represents the highest and best use for the site.

Photographs of Subject Property

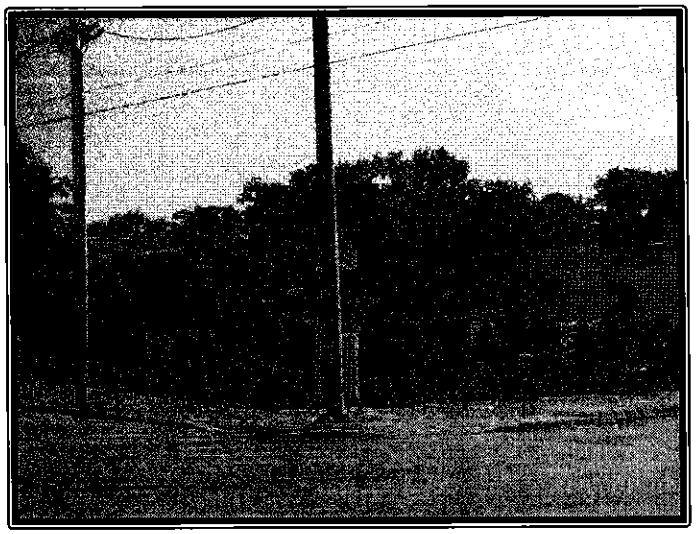


View West along Broadway at the Property Frontage

View into the property from Broadway

View North along Johnston Street

Photographs of Subject Property

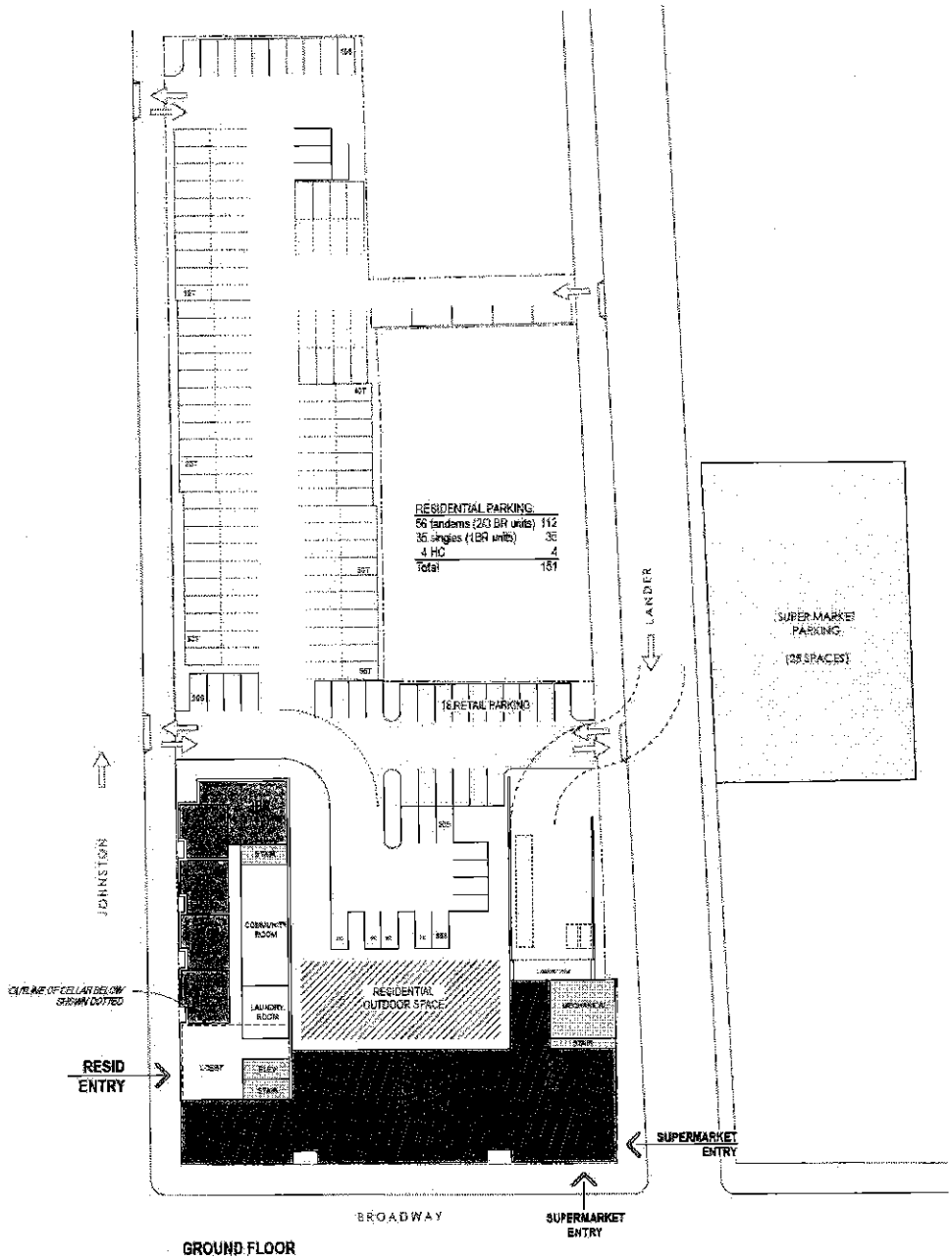


View toward the subject property from the Intersection of Broadway and Lander Street

View of Existing Building on Parcel to be acquired by developer

View of Subject from Broadway

Site Plan for Proposed 91 Units

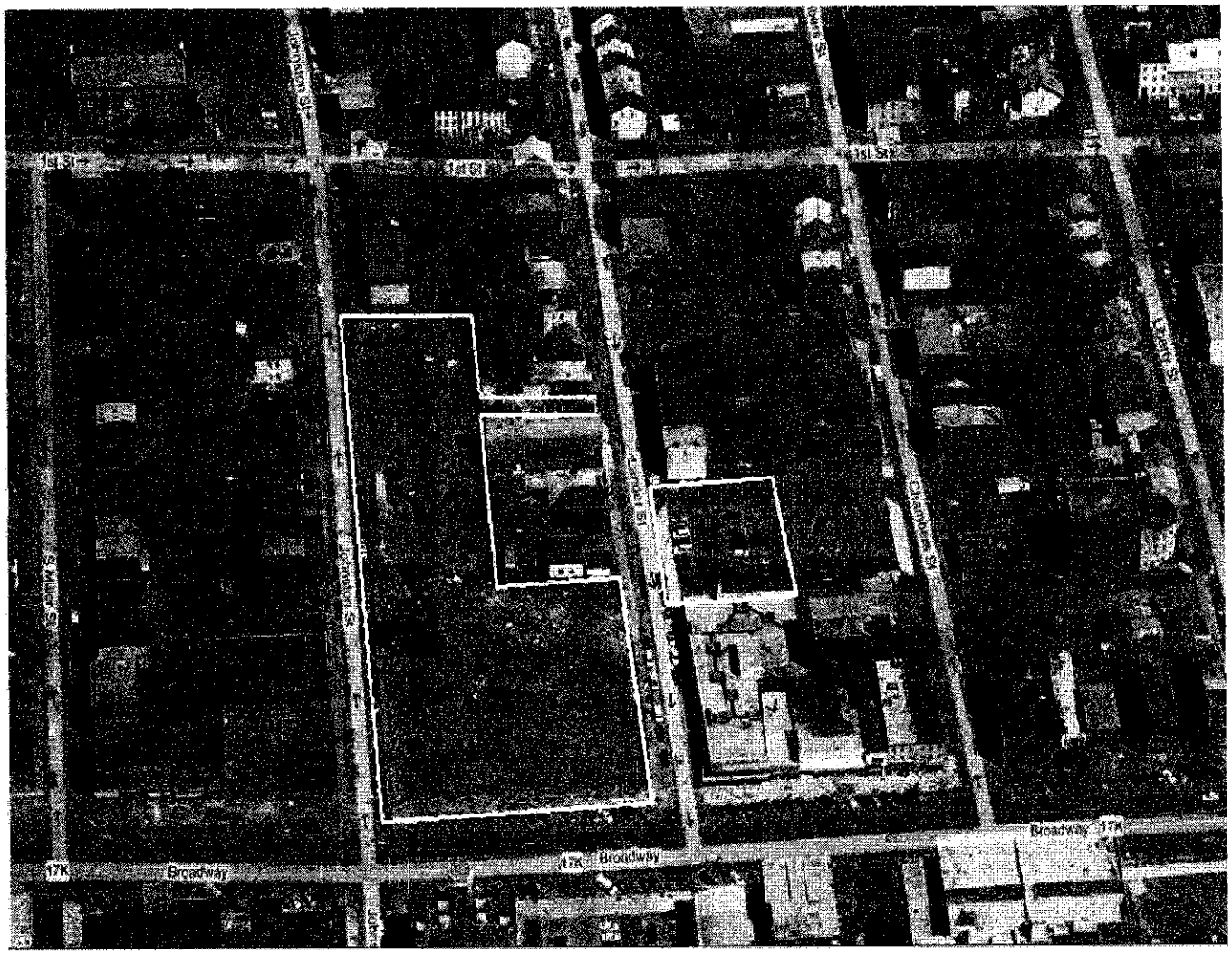


GROUND FLOOR

NOTE: * REPRESENTS 60% AMI UNITS. ALL OTHERS ARE 50% AMI UNITS

PROJECT SUMMARY										
Flr	Retail	Residential	Total FA	1BR 50% AMI	1BR 60% AMI	2BR 50% AMI	2BR 60% AMI	3BR 50% AMI	3BR DPX 60% AMI	Total DU

Aerial View



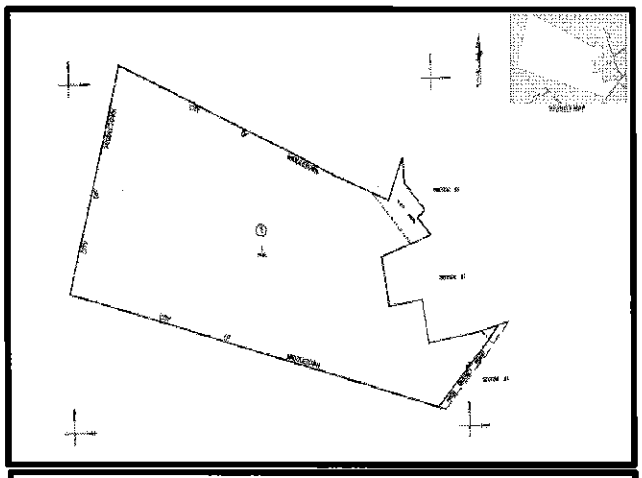
Market Data Approach

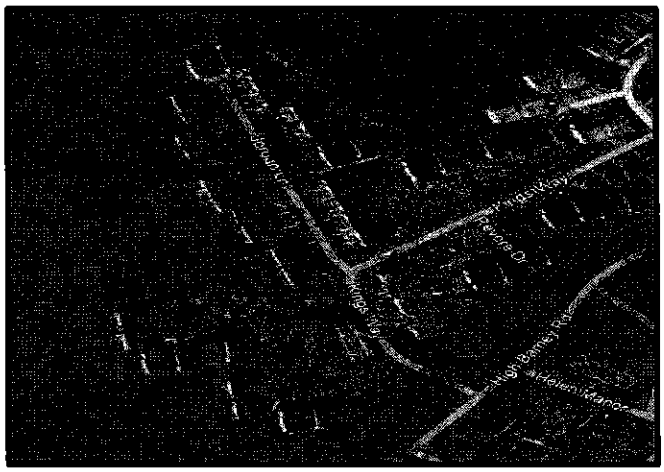
The Market Data Approach involves comparing prices paid for properties that are similar to the subject and sold recently. Adjustments are made for differences noted between the subject and the comparables. Items considered are time, size, location, terms of sale, other refinements, etc. Adjustments are made from the comparable to the subject. Several sales of properties most similar and approximate to the subject are recited, along with an adjustment grid. The adjusted values reflect market reactions to those items of significant variation between the subject and the comparable. If a significant item in the comparable is superior to or more favorable than the subject property, a minus adjustment is made, thus, reducing the indicated value of the subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus adjustment is made, thus, increasing the indicated value of the subject.

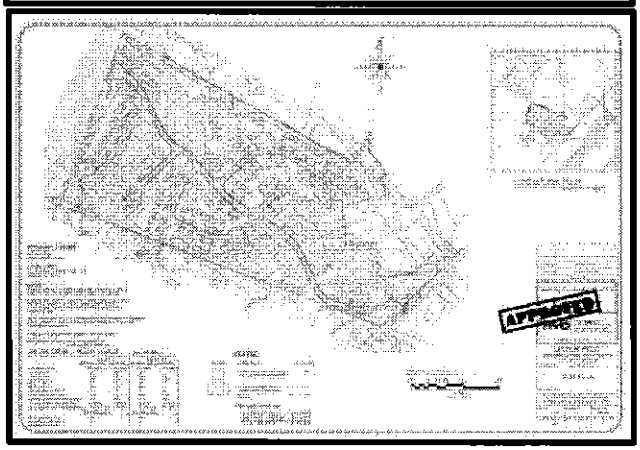
In our analysis of the subject property we have investigated and considered sales and pending sales of properties having characteristics similar to the subject. The subject property was analyzed on a "per unit" basis, subject to being suitable for 91 subsidized residential apartment units of affordable housing, which is considered to be the Highest and Best Use of the property at this time. The subject property was compared to sales of similar type lands, which have received some measure of approval for multi-family home sites. Most weight was given to the sales and transactions shown on the following conveyance sheets.

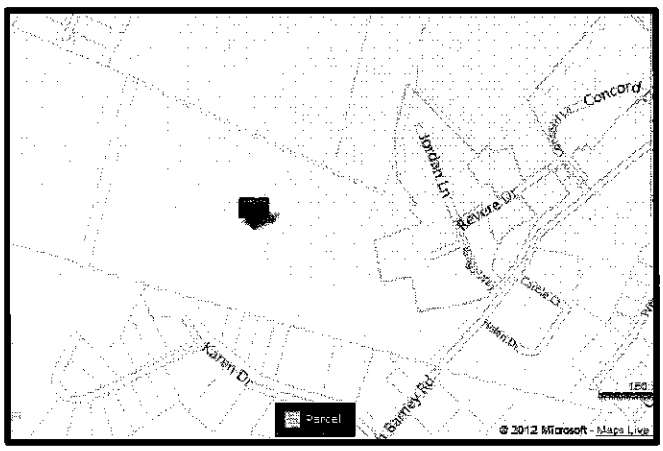
COMPARABLE SALES DATA #1 Prepared By/Date: DW 11/12 12100-03

Grantor: High Barney Road LLC
Grantee: HBR Homes LLC
Date of Sale: 7/12/2012
Liber/Page: Liber 13377 Page 388
Municipality: City of Middletown - Section 50 Block 1 Lot 1
Zoning: SR3-B Suburban Residential
Sales Price: $1,404,928 ($9,893 per approved unit)
Size 36.30 acres ($38,703/Acre)
Verified By/Date: MLS, ORPS, Or Co Real Prop
Recent Sales: No sales in previous 12 months.
Location: 112-126 High Barney Road, Middletown, NY
Description: The sale is a vacant parcel of land which is 36.30 acres in size located at the southern end of the City of Middletown. It is situated along High Barney Road which of off of Co. Rt. 78 which is a heavily traveled road. It is within close proximity to shopping areas, schools including the community college and major roadways for commuting. The site has been fully approved for 142 condo units, all of which are three bedroom units.



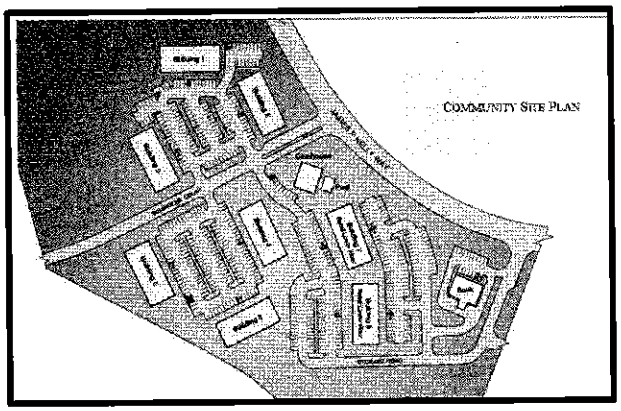


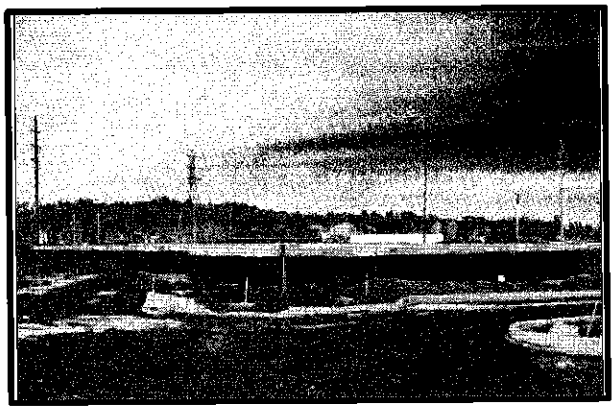


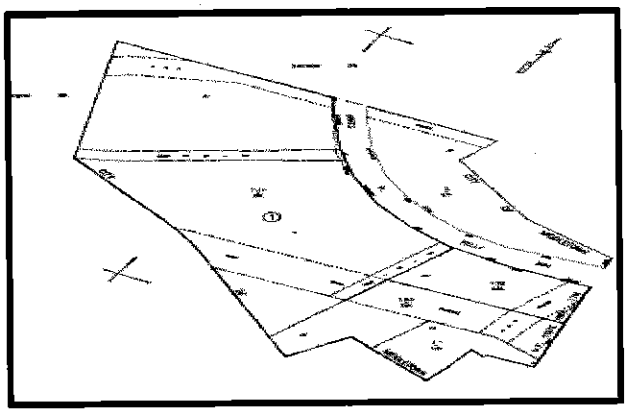


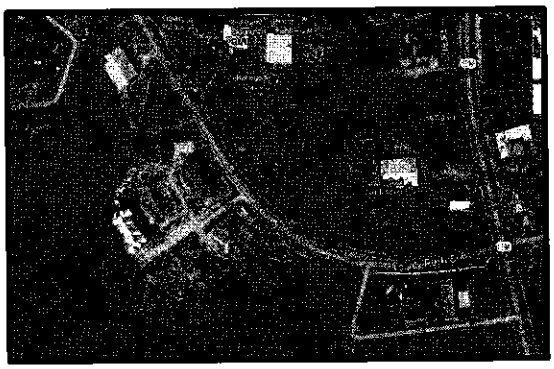
COMPARABLE SALES DATA #2 Prepared By/Date: DW 11/12 09100-05

Grantor: First Falcon Realty, Inc.
Grantee: Sterling Parc at Mdtn LLC
Date of Sale: 5/11/2009
Liber/Page: Liber 12890 Page 1939
Municipality: City of Middletown - Section 64 Block 1 Lot 1.21
Zoning: C-3 Commercial
Sales Price: $2,800,000 ($500,000 Allocated to Cmcl Pads) $11,979/Unit
Size 20.00 acres ($140,000/Acre)
Verified By/Date: MLS, ORPS, Or Co Real Prop
Recent Sales: No sales in previous 12 months.
Location: 11-33 James P Kelly Way, Middletown, NY
Description: The sale is a vacant parcel of land which is 20 acres in size located at the southern end of the City of Middletown. It is situated along James P. Kelly Way, off of County Route 78 which is a heavily traveled county road. It is within close proximity to shopping areas, schools including the community college and major roadways for commuting. The site has been fully approved for (192) 1 & 2 bedroom condo units which vary in size from 816 – 1,231 square feet in size. Included in the approvals are two commercial pads ($500,000 allocated) each approved for 18,000 sf two story buildings, resulting in a net value of the approved residential units to $11,979. Utilities include municipal water, sewer, electric and natural gas. There are two overhead power line easements and two rights of ways which run through the property.



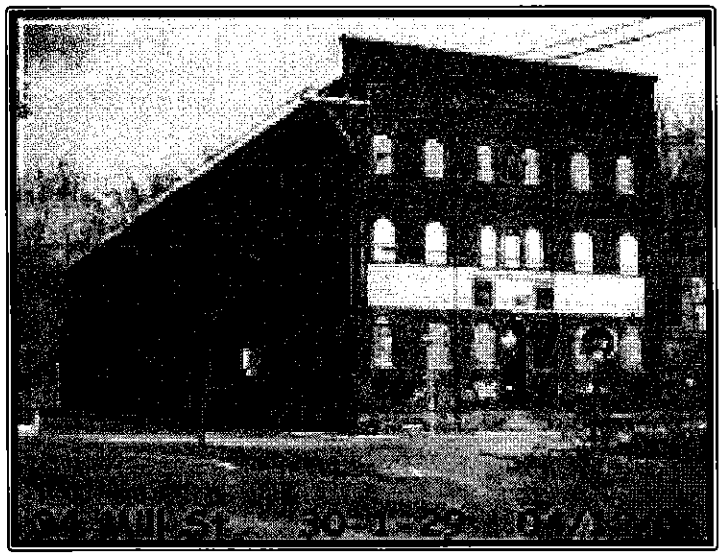


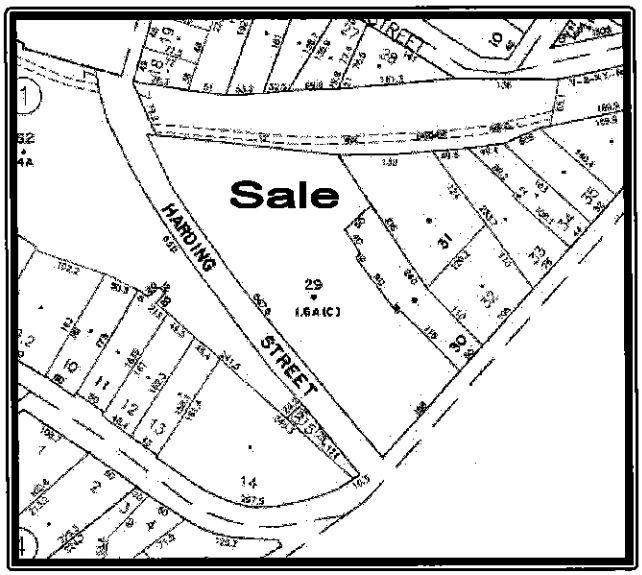




COMPARABLE SALES DATA #3 Prepared By/Date: WB 08/13 Pending 2013

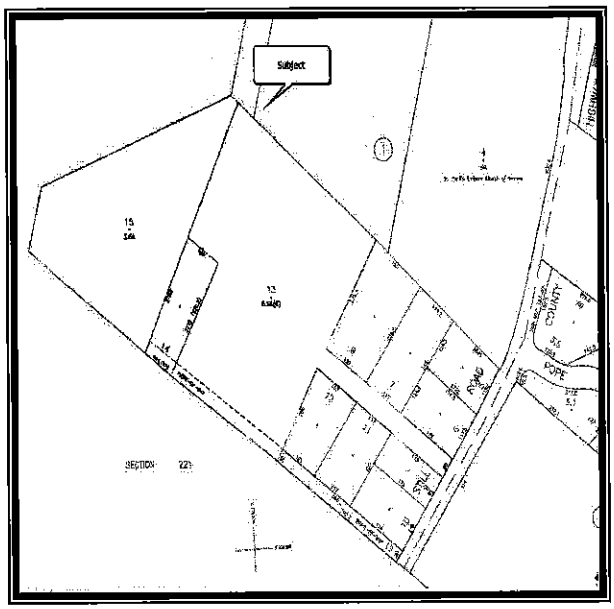
Grantor: Mountain Gate Estates LLC
Grantee: Mill St Partners, LLC
Date of Sale: **Sale Pending as of 09/01/2013**
Liber/Page: Pending
Municipality: City of Middletown Section 30 Block 1 Lot 29
Zoning: C-3 Commercial Multi-Family
Sales Price: $550,000 ($13,039/unit)
Size 1.6 Acres/42 Units ($343,750/acre)
Verified By/Date: Developer 08/2013
Location: 34 Mill St. Middletown, NY
Description: The sale is consists of an old 3 story mill type structure approximately 30,000 square feet in size that is planned to be renovated and converted into 42 units of affordable housing. Project required and received approval from NYSHC Authority for the tax subsidies in a recent round of bidding. Construction and closing is anticipated for late 2013. The site is a level corner parcel located along Fulton Street just outside of the downtown business area. Site was sold subject to approvals for 42 apartments and a small ground floor retail component.

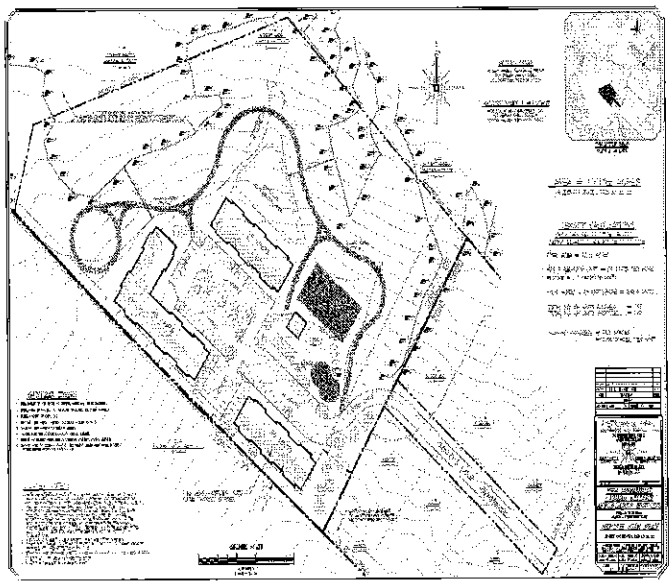




COMPARABLE SALES DATA #4 Prepared By/Date: WB 8/13 Pending 2013

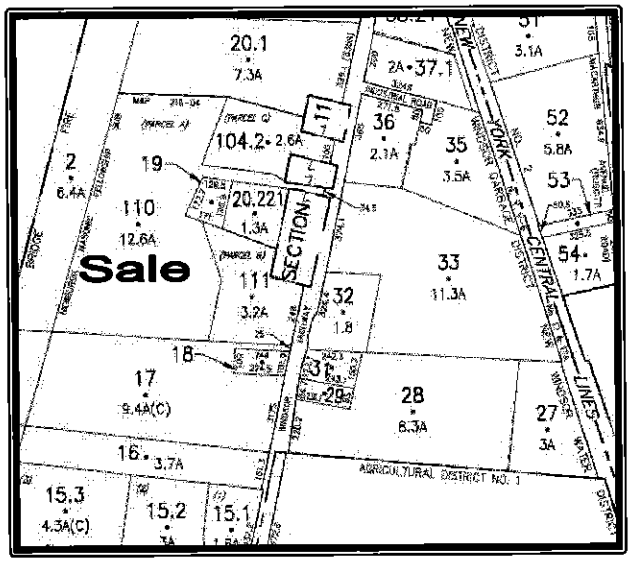
Grantor: Robert Havell Revocable Trust
Grantee: Stel Inc.
Date of Sale: **Sale pending as of 9/1/13**
Liber/Page: Pending
Municipality: Village of Monroe
Section 222 Block 1 Lot 13
Zoning: Residential Multi-Family
Sales Price: $850,000 ($7083/unit)
Size 10.1 Acres/120 Units (($84,158/acre)
Verified By/Date: Developer 8/2013
Location: Still Road, Monroe, NY
Description: The subject site contains some 10.1 acres of vacant land that, as of the pending date, has received concept approval for 120 apartment style one bedroom senior citizen units. The initial phase of the proposed construction will consist of 72+/- units that are configured within two buildings. A small putting green, garden area, shuffle board courts and walking trail along the property perimeter is also planned for the site. The project is competing for tax credit subsidies from NY State Housing Authority and did not obtain them in the fall of 2012 competing round.

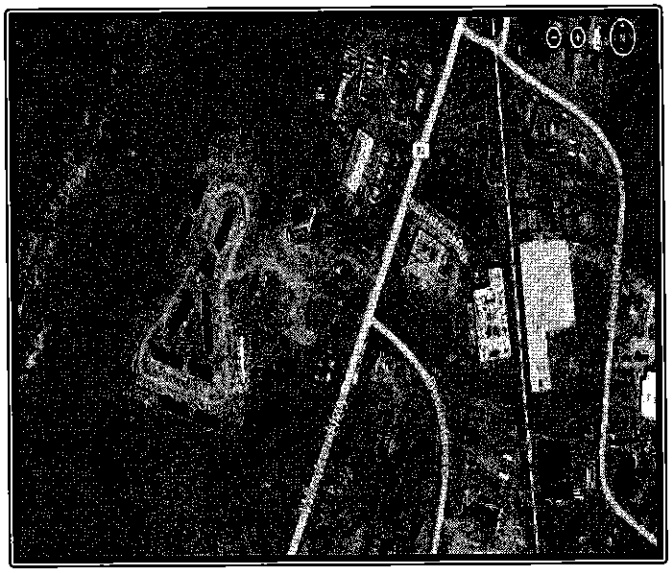




COMPARABLE SALES DATA #5 Prepared By/Date: WB 11/12 11-620-04

Grantor: Masonic Fellowship Inc.
Grantee: Mason's Ridge Housing Dev.Fund Inc.
Date of Sale: 4/19/2011
Liber/Page: Liber 13169, Page 271, Deed Date 4/28/2011
Municipality: Town of New Windsor
Section 9 Block 1 Lot 110
Zoning: C- Design Shopping
Sales Price: $700,000 ($8,333/unit)
Size 12.6 Acres/84 Units ($55,555/acre)
Verified By/Date: Public Records/ORPS/ 11/2012
Location: 80 Windsor Highway, New Windsor, NY
Description: The sale is a 12.6-acre parcel of vacant parcel approved for 11 two story town house style rentals of affordable housing. A total of 84 units of two and three bedrooms each. Property was sold subject to approvals of "workforce" type housing. Natural gas, municipal water & sewer are available. Site has minimal 34 feet frontage and is accessed via a long drive from Windsor Highway. Site density is 6.6 units/acre.





Adjustment Grid

Item	Subject Broadway Newburgh	Sale # 1 High Barney Middletown		Sale # 2 J.P. Kelly Way Middletown		Sale # 3 34 Mill St Middletown		Sale # 4 Still Road Monroe		Sale #5 80 Windsor New Windsor	
Sale Price	N/A	$1,404,928		$2,800,000		$550,000		$850,000		$700,000	
Spec. Financing	N/A	$0		-$500,000		$0		$0		$0	
Date	7/15/13	7/12/12		5/11/09	-10%	8/15/13		8/15/13		4/19/11	
Adjusted Price	N/A	$1,404,928		$2,070,000		$550,000		$850,000		$700,000	
Price /Unit or Lot	N/A	$9,894		$10,781		$13,095		$7,083		$8,333	
Location	Fair	Superior		Superior		Superior		Superior		Superior	
Zoning	R2 & TC-1	SR3-B Suburban		C-3 Commercial		Cmcl Multi-Fram		Res-Multi		R1- Residential	
Parcel Size/	2.38 acres	36.3 ac		73.8 ac		1.6 ac		10.1 ac		12.6 ac	
Number of Units	91	142	Sim	192	Inf	42	Sup	120	Sim	84	Sim
Topo-Utility	Level/Clear	Rolling, woods &	\Sim	Sloping, woods & wetland	/Sim	Level	\Sim	Level, Rolling , Wooded	\Sim	Level, Rolling , Open	\Sim
Development Potential	Good	Superior		Superior		Superior		Superior		Superior	
Approvals	Subj. To 91 Units	Approved		Approved		Approved		Pending		Approved	
Value Adjustments (To Adjusted Price)											
Adjusted Price/Unit	N/A	$9,894		$10,781		$13,095		$7,083		$8,333	
Location	Fair	-15%		-20%		-15%		-20%		-20%	
Number of Units	91	0%		10%		-10%		0%		0%	
Topo-Utility	Level/Clear	0%		0%		0%		0%		0%	
Development Potential	Fair	-20%		-20%		-20%		-20%		-20%	
Approvals	Subj. To 91 Units	-20%		-20%		-20%		0%		-20%	
Total Adjustments	N/A	-55%		-50%		-65%		-40%		-35%	
Adjst. Price/Unit	N/A	**$4,452**		**$5,391**		**$4,583**		**$4,250**		**$5,417**	

Market Approach to Value (Factors of Adjustment)

Special Financing/Other: Unusual terms of sale, financing or other known concessions are adjusted for. There was no special financing associated with the transactions other than those seeking "affordable tax credits" which would be subject to that requirement and availability. Sale #2 included two commercial "pads" that were to be developed either commercially or with some type of mixed use. The Appraiser has made an allocation of $500,000 representing the estimated value for these sites and adjusted the gross selling price accordingly.

Date (Time): Time adjustment reflects any changes in market values and market related conditions that may have occurred between the comparable date of sale and the effective date of the appraisal. It is the Appraiser's opinion that market conditions for multi-family and residential building sites continued to improve through the Spring of 2006 at which point some analysts have marked in retrospect was a date which represented the "height" of the real estate market. Therefore, sale #2 was adjusted downward 10% representing the continued decline (at least for the subsequent 2 year period) in values for properties of this type, even though it was recognized by the market place that we were in a housing slump. However, with multi-family project sites, sometimes there is an extended period which is required to obtain approvals and therefore, since the sales may have been contracted on a "subject to approval" basis, there is a less influence on market declines than would result from other non-contingent transactions. The time adjusted sales price is then used as the benchmark from which all other adjustments are made.

Location: Each of the sales is within Orange County but within different townships or municipalities. However, it is perceived now that developable property in most areas of Orange County needs to be evaluated in terms of both the receptiveness of the local municipality to a development plan and the relative location to population and business centers. The subject is located within an economically depressed area of the City of Newburgh. It is generally perceived that rental rates that can be obtained are somewhat lower than the competing surrounding areas and the comparable locations. Approvals are more difficult to obtain in the competing areas, thus making the approvals, when obtained, more valuable and appealing to investors. Sales #1, 2, and 3 are located in north central Orange County in an area that is considered somewhat superior in terms of demand and appeal as are sales #4 and 5. . The sales were adjusted accordingly, allowing less of an adjustment for sales 1 and 3 which are situated in more remote areas (#1) or within a downtown city area.

Parcel Size: Generally, parcels of larger size tend to sell for less per acre than similar smaller parcels. However, since this analysis is completed on a per unit basis rather than a per acre basis, the land size in and of itself is relatively insignificant; and only as it may relate to site amenities or appeal of the project overall. No adjustments have been made for land size per se.

Market Approach to Value (Factors of Adjustment)

Number of Units: This adjustment pertains to the number of units in the project and whether that would have any impact on the buyer's willingness to pay a certain price. Generally, in large project comparisons, more units will tend to sell for less per unit than a similar sized smaller project. However, depending on the location and market, unit density and quantity does not appear to matter. All of the sales represent projects that are within the 42- 192 unit range. With the exception of sale #3 at 42 units, no discernible adjustment can be inferred from the market place, therefore no adjustment is made.

Topo/Utility: This adjustment reflects the condition of the land regarding soils, wet areas, water access, frontage and suitability in terms of its current and/or proposed use. The subject property is a level cleared site in the down town area. No issues are anticipated with regard to site preparation. However, additional costs may be incurred in order to construct sufficient off-street parking for the project. Sale #3 which is similar in site size, has an existing building that will be renovated for the project use, thus making it somewhat superior to the subject. Water and sewer service will be made available. Each of the comparables was considered similar in this regard.

Development/Potential: This factor of adjustment reflects the ability to develop the site in accordance with the zoning, topography, road frontage and configuration of the land. The subject property has received a concept approval from the City of Newburgh for the construction of 91 -103 affordable 1, 2 and 3 bedroom apartment units. Complete design engineering and approval process must be completed. An additional commercial retail component is being requested by the City of Newburgh which may not necessarily be economically feasible and will require an additional subsidy, thus further limiting the feasibility of the project. Projects that are restricted in this way are generally considered inferior to projects that allow a more liberal parameters, as is the case with each of the sales. However, affordable housing projects in general are not as sensitive to the product mix because they are purposely designed for a particular housing target. Thus, the adjustment for any of these differences is relative to a number of factors such as location and demand. Adjustments were made to each of the sales representing the Appraiser's opinion of how this difference in unit mix and the fact that the subject property is an affordable housing project weighs in comparison to the comparable sales.

Approvals: This factor of adjustment considers the stage at which a particular property is in with regard to final approval. As the length of time for which final construction approval is extended into the future, the present value of that approval lessens. This is because of the uncertainty of future market conditions, carrying costs and risk that is associated with unforeseen delays in the approval process. The subject property has received only concept approval for a 91 -103 unit affordable housing community. For all intents and purposes, while this is akin to a reasonable expectation that final approval would be eventually forthcoming from the City of Newburgh, the developer must still obtain financing approval from the various governmental agencies to approval

Market Approach to Value (Factors of Adjustment)

the project. This could contingency could take up to 24 months or more. . The appraisal is made subject to the condition that 91 units are approved. Each of the comparables was sold or is being sold with final approval or subject to receiving it prior to closing. The sales therefore, were considered similar in this regard and no adjustment was necessary.

The adjusted sales and pending sales for the subject property range from $4,452 - $5,417 on a per unit basis. More emphasis is place on comparables 3, 4, & 5 which are similar affordable housing project developments. It is the Appraiser's opinion that the subject property falls within the mid-range of the adjusted sales at $4,800 per unit, subject to receiving final approval for 91 units of affordable housing.

Indicated Value by the Market Data Approach is as follows:

91 Units @ $4,800/unit = $436,800 Say... $437,000

Reconciliation & Final Value Conclusion

Reconciliation is the procedure of coordinating and integrating related factors, evaluating and testing alternative conclusions, and selecting from the indications of value derived from each of the approaches utilized in the appraisal process, to arrive at a final estimate of market value. An orderly connection of interdependent elements is a prerequisite of property reconciliation. This requires a re-examination of specific data, procedures, and techniques within the framework of approaches used to derive preliminary estimates, and fit them into a cause-and-effect relationship leading to a final conclusion.

The Market Approach identifies and measures the market reactions of typical buyers and sellers of similar and/or competitive properties. This approach reflects the buyer's judgement about the physical characteristics of the property, developmental potential, perception of the present and future market conditions, and adverse external (locational or economic) effects which, when analyzed with adequate sales data, reduces that data to an indicated value of the property being appraised.

The Market Approach to value is predicated on a comparison of recent sales of similar properties. The merits of the approach (which are limited by the heterogeneous nature of real estate, imperfect market conditions, and inherent subjectivity of adjustments) can be enhanced with the availability of market data of highly similar comparable sales. In the subject's instance, data was available and an analysis of five competitive properties produced a range in value which in turn was reduced to an "indicated value of the subject". When adequate sales are available for comparative purposes, the value developed in the Market Data Approach is a sound indicator of the subject's value. The value indicated by this approach was considered essential to this appraisal because of the absence of the Cost and Income Approaches, which were not considered appropriate for the valuation of vacant land.

The following value conclusion was derived through the application of accepted valuation theory and techniques and the range of value in this estimate was created by variations in the quality and quantity of data available for analysis and is not indicative of basic conflicts. The appraiser must use good judgement and sound logic to give weight where appropriate in light of the unique characteristics of the property being appraised.

The subject property consists of a downtown City of Newburgh 2.38 acre parcel of vacant land that has frontage on 3 city streets. The property is in the initial stage of the approval process, having received a concept approval for 91+/- units of affordable housing. Due to the size and scope of the project and the complexity of the developmental conditions that will be required, the property is analyzed from a marketing perspective of the undeveloped approved units.

Reconciliation & Final Value Conclusion

The property is analyzed on a "per unit" basis. The site is compared to other similar parcels whereby differences have been adjusted for, resulting in an indicated price per unit. When applied to the overall 2.38 acre site and subject to approval for 91 units, a market value of approximately $4,800 per unit or $437,000 emerges.

If the property were to be successfully developed as planned, it would require the construction of a commercial component and retail space of approximately 12,400 square feet. While there is a time frame set forth for this project to be completed, there may be unforeseen obstacles in the development process that could further delay the project. As previously stated herein, the feasibility of this project is well beyond the scope of this appraisal.

In arriving at the final value, we have blended those factors that a typical buyer/developer for affordable housing would give consideration; namely, the overall appeal, location, available utilities and setting of the property and the potential for further development as an affordable housing and retail complex. It is our opinion that the value indicated by the Market Data Approach is the most appropriate measure of value and convincingly support and accurately reflects the concepts of value

Therefore, based on our inspection and analysis, it is our opinion that the most likely sales price for the subject property 2.38 acres of vacant land with approvals for 91 affordable housing units and 12,500 square feet commercial component, as of July 15, 2013 is approximately $437,000.

(Four Hundred Thirty Seven Thousand Dollars)

Assumptions and Limiting Conditions

The appraiser assumes and this report is submitted subject to the following limitations and conditions:

1. That title to the property is good;

2. That there are no encumbrances or defects to title other than those mentioned in this report; and that the property is free and clear of all liens;

3. That the acreage areas and lot sizes that appear in this report are correct and/or reasonably accurate but should not be construed as being exact;

4. That the property will be efficiently managed and properly maintained;

5. That no guarantee is made as to the correctness of estimates or opinions furnished by others and used in making this appraisal; that no liability is assumed on matters of a legal character affecting the property such as title defects, overlapping boundaries, etc., and that no survey has been made and certain areas mentioned in the report are subject to change in the event an actual survey is made; that no right to expert testimony is included in the fee for this appraisal, however, the appraiser is willing to testify at any time if given proper notice;

6. That the value assigned to land and improvements are their value in relation to each other and should not be used separately and the expression of such value does not necessarily confirm or deny the economic viability of any proposed project and should not be construed as a recommendation that any specific action should be taken by anyone;

7. That neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected, or any references to the Appraisal Institute, or to any associated designations;

8. Maps, plats and exhibits included are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report;

9. The property is analyzed with the assumption that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the report is based, unless otherwise stated;

10. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal, and are invalid if so used;

11. This analysis should not be considered a report on the physical items that are a part of this property. Although the analysis may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed physical report. The appraisers are not experts in the field of construction, engineering, or legal matters, and any opinion given on these matters in this report should be considered preliminary in nature;

Assumptions and Limiting Conditions

12. The observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service and all mechanicals and construction is based on a casual inspection only, and no detailed inspection was made. For instance, we are not experts on heating systems and no attempt was made to inspect the interior of the furnace. The structures were not checked for building code violations, and it is assumed that all buildings meet the building codes, unless so stated in the report;

13. Some items such as conditions behind walls, above ceilings, behind locked doors, or under the ground are not exposed to casual view, and therefore, were not inspected. The existence of insulation (if any is mentioned) was found by conversation with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements about insulation cannot be guaranteed.

14. The principals of the transaction or entity for whom the report was prepared shall obtain a written statement from the appropriate regional office of the Federal Environmental Protection Agency or any similar Governmental department or agency that can indicate whether the subject property, or any site in the vicinity of the subject property, is, has been, or will be affected by any hazardous material. The materials may include, but are not limited to, asbestos, oil or other petroleum products, hazardous or nuclear waste, toxic substances or other pollutants which may contaminate soils or structures, or that could be detrimental to the subject property or in violation of any local, state or federal law or regulation, and which would present any actual or potential adverse effect to the subject property. In the absence of a written statement for the appropriate governmental body or bodies having jurisdiction over this matter, the principals or entities in this transaction will provide a toxic or environmental audit from a qualified consultant which will address hazardous materials as heretofore described. In further absence of such, it is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined and considered in the appraisal report. The appraiser is not an expert in the field, and accepts no responsibility for these matters.

15. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. Since compliance matches each owner's financial ability with the cost to cure the property's potential physical characteristics, the real estate appraiser cannot comment on compliance to ADA. A brief summary of physical aspects is included in this report. It in no way suggests ADA compliance by the current owner. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

16. The signatory of this appraisal is a fully qualified commercial appraiser who has been involved in the valuation and/or review of many similar properties. The education and experience in valuing and reviewing similar properties satisfies the competency provision of USPAP.

Certification of Appraisal

The undersigned certifies and agrees that, except as otherwise noted in the appraisal report:

1. To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions and conclusions expressed herein are based, are true and correct.

2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

3. That I have personally inspected the subject property except if the undersigned is indicated as Review Appraiser in which case physical inspection may have only been made by the Field Appraiser and all the material contained herein was personally reviewed by the Review Appraiser. In the event that significant research assistance was provided to the appraiser, the additional undersigned will be designated as "Research Assistant" or "Appraiser Assistant".

4. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

5. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. No appraisal or other services has been provided to the subject property within the past three years by this appraiser.

6. My analyses, opinions and conclusions were developed, and this report has been prepared, in accordance with the requirements of the Code of Professional Ethics and Standards of Professional Practice and the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

7. I have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.

8. That I am are professionally competent to perform this appraisal assignment by virtue of previous experience with similar assignments and/or appropriate research and education regarding the specific property type being appraised.

9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

William Buchalter

William Buchalter
Certified General Appraiser
NYS Certification #46-5527

USPAP Compliant 3-15-12

WILLIAM E. BUCHALTER, CRA
Certified General Appraiser, NY, FL

Experience

Over 25 years experience in the real estate business including appraisal, brokerage, development and management in the New York Metropolitan region and Treasure Coast area of South Florida.

Market analysis and counseling services provided to major developers and property owners in Westchester, Dutchess, Rockland and Orange Counties. Assignments have included commercial and industrial properties, apartment projects, condominium developments, special use properties, hotels, golf courses, vacant land, shopping centers, service stations, theatres, and farms. These appraisals have been prepared for purposes of mortgage security, tax certiorari, condemnation, estate tax, gift tax, purchase and sale, project feasibility, investment analysis and conservation easements.

Called as a real estate valuation expert, and qualified as such to testify at proceedings of the New York State Supreme Court, various municipalities, municipal boards and agencies in tax reduction, zoning and condemnation proceedings. NY State Qualified instructor for Sales Broker and Appraiser license courses.

Designations

- Licensed Real Estate Broker, State of NY, 1972
- Graduate Realtors Institute (GRI) 1976
- Certified Residential Brokerage Manager (CRB) 1979
- Employee Relocation Council, Certified Relocation Professional (CRP) 1990
- NYS Certified General Appraiser (CGA) 1992
- NYS Small Claims Tax Assessment Hearings Officer
- Certified Appraiser, US Dept. Housing & Urban development 1999
- Florida Certified General Appraiser (CGA) 2000

Professional Affiliations

- National Association of Realtors
- Orange County Association of Realtors (Former Director)
- Greater Hudson Valley Multiple Listing (Former Director)
- Employee Relocation Council

APPRAISAL CLIENTELE SERVED

Banks and Funding Companies

Appraisal Management Company
Bank of New York
Hudson United Bank
South Shore Mortgage Corp.
Chase Manhattan Mortgage Corp
Clayton National
NovaStar Mortgage Corp
DiTech Funding
Domestic Bank
Ellenville National Bank
FDIC
First Allegiance Financial
First Pioneer Farm Credit
First Union R.E. Loan Services
First Union R.E. Loan Services
Fleet Bank
FNMA
Freddie Mac
GE Capital Mortgage Services
GMAC Mortgage
Hansen Quality
Home Loan and Investment Bank
Liberty Home Funding
Liberty Saving Bank
M & T Mortgage
Mortgage Information Services
National Standard Mortgage
Orange County Trust Co.
Rochester Home Equity
Premier National Bank
Security National Services
US Department of HUD
US Real Estate Services
US Trust Company of NY
Valuation Administrators
Wallkill Federal Savings

Relocation Companies

Argonaut Realty
Associates Relocation
Boatman's Relocation
Coldwell Banker Relocation
Corp. Relocation Management
Executive Relocation
Prudential Relocation Management
Relocation Financial
U.S. Relocation
Western Relocation Management

Attorneys

Alan Joseph, Goshen
Allan Moeller, White Plains
Bonacic, Blustein & Krahulik , Middletown
Bouck, Holloway, Kiernan, Albany
Brand & Brand, P.C., Garden City
Grogan & Souto, Goshen
James Cassazza, Washingtonville
Jeffrey Sherwin, Middletown
Larkin & Axlerod, P.C., Newburgh
Levinson, Zeccola, Reineke, Central Valley

APPRAISAL CLIENTELE SERVED - Continued

Attorneys

Charles Judelson, Middletown
Charles Onofrey, Port Jervis
Craig Fine, Monticello
David Crook, New Jersey
Dennis Caplicki, Goshen
Drake, Sommers, Loeb, Newburgh
Dranoff & Johnson, New City
Dupee & Dupee, Goshen
Ed Meyer, Middletown
Ehrenkranz & Schultz, NYC, NY
Eugene Grillo, Middletown
Francis Ferro, Milton, NY
Gary Sobo, Middletown
Gellert & Cuttler, P.C., Poughkeepsie
Gene Grobstein, Newburgh
Gladys LaForge, Goshen
Goldstein & Stoloff, Monticello
Greenwald Law Offices, Goshen
Marcelle Matthews, Middletown
Marton Marshak, Monroe
McAdam & Fallon, Walden
Michelle Ellerin, Middletown
Monroe Davis, Monticello
Monte Rosenstein, Middletown
Peter Ackerman, White Plains
Richard Acito, Brooklyn
Robert Dickover, Goshen
Robert Harp, New Paltz
Ronald Kossar, Middletown
Scortino & Albanese, Goshen
Shapiro & Shapiro, Middletown
Shawn O'Connor, New Hampton
Stewart Greenwald, Middletown
Ronald Cohen & Associates, Goshen
Stern & Rindner, Goshen
Werner & Saffioti, Newburgh

Other

Allstate Insurance Co.
Alliance Pharmaceutical
City of Middletown
Cornell University
County of Orange
Cross Country Homes, Inc.
ERA Curabba Realty
Horton Memorial Hospital
Middletown Board of Education
Middletown Office of Community Dev.
Monroe Lumber Company
Mountco Construction & Development Co.
NYU Medical Center
Orange County Chamber of Commerce
Ral Supply Group
Salvation Army
St. Joseph Church
State of New York FDC
Superior Services
Town of Goshen
Town of Mt. Hope
Town of Plattekill
Town of Wallkill
Town of Warwick
Town of Wawayanda
United Special Services
US Marshals Service
USA Waste of Hudson Valley
Village of Kiryas Joel
Village of Monroe
Village of Monticello
Village of Otisville

RESOLUTION NO.: 257-2013

OF

DECEMBER 9, 2013

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

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

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

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

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

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

WHEREAS, the Development and Land Disposition Agreement require the parties to cooperate and negotiate in good faith to successfully complete the development of the project; and

WHEREAS, the development requires an amendment to the Development Agreement to set the purchase price of the subject property and to extend the Development Agreement term until May 1, 2015; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the attached First Amendment to the Development and Land Disposition Agreement with Mill Street Partners, LLC for the redevelopment of the Mid-Broadway site.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 12/9/13 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10 day of Dec. 20 13

City Clerk

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MID BROADWAY REDEVELOPMENT PROJECT

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

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

WHEREAS, the Development Agreement states that the parties shall use good faith efforts to negotiate such amendment(s) to the Agreement as may be necessary or appropriate; and

WHEREAS, the Development Agreement states that a spirit of good faith and a mutual desire for the success of the Development shall govern the parties' relationship under the Agreement; and

WHEREAS, the Development Agreement states that the term of the Agreement may be extended upon the mutual agreement of the parties; and

WHEREAS, City and Developer desire to amend the Development Agreement to (i) define the Purchase Price for the City owned parcels, (ii) modify the Agreement Term, and (iii) amend the Agreement to account for Unavoidable Delays.

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

1. Purchase Price for City Owned Parcels. The Purchase Price for the City owned parcels shall be $437,000.00. The Purchase Price reflects the appraised value of the highest and best use prepared by Certified Appraisal Service on behalf of the City.

2. Modification to the Agreement Term. Due to a variety of factors including a revised schedule for the adoption of zoning modifications which permit the proposed Project, additional time needed for municipal staff and board review of the proposed Project, and changes to the deadlines associated with the "Public Funds" as defined in the Development Agreement, the Agreement Term is extended until May 1, 2015.

3. Inconsistency. In the event of any inconsistency between this First Amendment and the Development Agreement, this First Amendment shall control.

4. Effect on Agreement. All terms and conditions of the Development Agreement shall remain in full force and effect as written except as expressly modified by this First Amendment.

[***Remainder of Page Intentionally Left Blank***]

IN WITNESS WHEREOF, the parties have executed this First Amendment and this First Amendment shall be effective as of Dec. 10, 2013.

CITY OF NEWBURGH

By: _____ December 10, 2013
Name: James A. Slaughter — Date
Title: Interim City Manager

MILL STREET PARTNERS, LLC

By: _____ December 10, 2013
Name: Patrick Normoyle — Date
Title: Manager

APPROVED AS TO FORM

_____
John Aber
Comptroller

_____
Michelle Kelson
Corporation Counsel

RESOLUTION NO.: 258 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION OF THE CITY OF NEWBURGH AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A PAYMENT IN LIEU OF TAX ("PILOT") AGREEMENT BY AND AMONG THE CITY OF NEWBURGH, MID BROADWAY LIMITED PARTNERSHIP, AND MID BROADWAY HOUSING DEVELOPMENT FUND COMPANY, INC.

WHEREAS, the City of Newburgh (the "City") desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for individuals and families with low incomes; and

WHEREAS, Mid Broadway Housing Development Fund Company, Inc., a to-be-formed Article XI New York Private Housing Finance Law corporation and a New York not-for-profit corporation (the "HDFC"), and Mid Broadway Limited Partnership, a to-be-formed New York limited partnership (the "Partnership"), have identified property located in the City of Newburgh, County of Orange, State of New York as more particularly described in Exhibit A attached hereto (the "Property"), for the purpose of developing on the Property a housing project for individuals and families of low income to be commonly known as the Mid Broadway Redevelopment project, said project to consist of: (i) the acquisition of the Property; (ii) the construction of the improvements thereon of ninety-one (91) units of housing for individuals and families of low income (the "Improvements"); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the "Equipment", and collectively with the Property and the Improvements, the "Project"); and

WHEREAS, the HDFC will be formed for the purpose of providing residential rental accommodations for individuals and families of low-income; and

WHEREAS, the HDFC has, or will, acquire fee title to the Property, as nominee for the Partnership, and has, or will, convey its equitable and beneficial interests in the Property to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

WHEREAS, the HDFC will be a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Members of the City Common Council to exempt the Project from real property taxes; and

WHEREAS, the HDFC is, or will be, a co-general partner of the Partnership; and

WHEREAS, the Partnership and the HDFC will be willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the City as set forth in the PILOT Agreement presented to the Council Members for approval, a copy of which is attached hereto as Exhibit B;

NOW THEREFORE, BE IT RESOLVED that the City Council of Newburgh, New York, hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approve the proposed PILOT Agreement among the City, the Partnership and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and it is

FURTHER RESOLVED, that, upon formation of the Partnership and the formation of the HDFC, the Interim City Manager is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the City; and it is

FURTHER RESOLVED, that this resolution shall take effect immediately.

Duly adopted by the City Council
on the 9th day of December, 2013.

Approved: X
Veto: _____
Not Endorsed: _____

AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)
BY AND AMONG THE CITY OF NEWBURGH,
MID BROADWAY LIMITED PARTNERSHIP AND
MID BROADWAY HOUSING DEVELOPMENT FUND COMPANY, INC.

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "Agreement"), dated [_____ ___], 2013, by and among the **CITY OF NEWBURGH, NEW YORK**, a New York incorporated municipality, having its principal office located at City Hall, 83 Broadway, Second Floor, Newburgh, New York 12550 (the "City"), and **MID BROADWAY HOUSING DEVELOPMENT FUND COMPANY, INC.**, a to-be formed Article XI New York private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Mill Street Partners, LLC, 42 West 39th Street, 15th Floor, New York, NY 10018 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **MID BROADWAY LIMITED PARTNERSHIP**, a to-be formed New York limited partnership, having its principal office located c/o Mill Street Partners, LLC, 42 West 39th Street, 15th Floor, New York, NY 10018 (the "Partnership").

WHEREAS, the HDFC is, or will become, the bare legal or record owner, and the Partnership is, or will become, the beneficial and equitable owner, of certain real property located in the City of Newburgh, County of Orange, State of New York, as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the HDFC will be a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC is, or will be, the co-general partner of the Partnership; and

WHEREAS, the HDFC will be formed and the Partnership will be formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership will develop, own, rehabilitate, maintain and operate a housing project for persons of low income at the Property, anticipated to consist of ninety-one (91) residential rental units for individuals and families of low income, community space and first floor commercial space to be commonly known as the Mid Broadway Redevelopment project (the "Project"); and

WHEREAS, the HDFC has or will acquire fee title to the Property, as nominee for the Partnership, and has or will convey its equitable and beneficial interests in the Property to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the City of Newburgh, New York, by resolution adopted _____ ___, 2013, approved and authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both the land and the improvements included in the Project. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by any affected Taxing Jurisdiction (as defined in Subdivision 1(b) of Section 577 of the PHFL), which has jurisdiction over the Property and intending to bind the applicable Taxing Jurisdictions to the fullest extent provided under Section 577 of the PHFL (collectively, the "Taxing Jurisdictions").

2. This tax exemption will take effect on the date of the HDFC's acquisition of the fee title interest in the Property. For the residential portion of the project, the tax exemption shall continue for a period of thirty (30) years following the date on which a temporary or permanent certificate of occupancy is issued for all of the residential units comprising the Project, unless terminated earlier as a result of an Event of Default as provided in Section 6 in this Agreement. For the commercial portion of the project, the tax exemption shall continue for a period of fifteen (15) years following the date on which a temporary or permanent certificate of occupancy is issued for all of the commercial units comprising the Project, unless terminated earlier as a result of an Event of Default as provided in Section 6 in this Agreement. This Agreement shall not limit or restrict the HDFC's or the Partnership's right to apply for or obtain any other tax exemption to which the Property might be entitled upon the expiration of this Agreement.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT"). For the residential portion of the project, the Partnership shall make PILOT payments in the amount equal to 4.2% of the total residential rents of the Project per year, on or before January 31st, which PILOT payments shall cover all Local and Municipal Taxes, other than assessments for local improvements, owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. For the commercial portion of the project, the Partnership shall make PILOT payments according to the following schedule:

Years 1 to 5: $.25 per square foot with an annual 2% escalation beginning in Year 2
Years 6 to 10: $.50 per square foot with an annual 2% escalation beginning in Year 7
Years 11 to 15: $1.00 per square foot with an annual 2% escalation beginning in Year 12

The Partnership shall pay the annual PILOT payments on or before January 31st, which PILOT payments shall cover all Local and Municipal Taxes, other than assessments for local improvements, owed in connection with the Property and the Project, and which payments shall

be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed.

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Property and the Project continue to be used as housing facilities for persons of low income and (i) the HDFC and the Partnership own and operate the Property and the Project in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal and beneficial ownership of the Property and the Project and operates the Project in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the Property and the legal and beneficial interest in the Property and the Project shall be acquired at the foreclosure sale, or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, and such successor in interest operates the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

7. This Agreement shall inure to the benefit of and shall be binding upon the City, the HDFC and the Partnership and their respective successors and assigns, including the successors in interest of the HDFC and the Partnership. There shall be no assignment of this Agreement by the HDFC or the Partnership except with prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. No waiver or modification of this Agreement or any covenant, condition or limitation therein shall be valid unless in writing and duly executed by the individual party to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this Section may be waived as herein set forth.

10. This Agreement and the performance hereunder, and all actions and special proceedings relating thereto shall be construed in accordance with, under, and pursuant to the laws of the State of New York.

11. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be

construed together and shall constitute the same instrument.

12. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the Property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

13. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

[***Remainder of Page Intentionally Left Blank***]

IN WITNESS WHEREOF, the City, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

CITY OF NEWBURGH, NEW YORK

DATED: December 10, 2013

By: _____
Name: James A. Slaughter
Title: Interim City Manager

MID BROADWAY HOUSING DEVELOPMENT FUND COMPANY, INC.

DATED: December 10, 2013

By: _____
Name: Patrick Normoyle
Title: President

MID BROADWAY LIMITED PARTNERSHIP
BY: Mill Street Partners, LLC,
its Managing General Partner

DATED: December 10, 2013

By: _____
Name: Patrick Normoyle
Title: Manager

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

On the 10th day of December in the year 2013, before me personally appeared James A. Slaughter, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Elizabeth A. Evans
NOTARY PUBLIC

ELIZABETH A. EVANS
Notary Public, State of New York
No. 01EV6279792
Qualified in Orange County
Commission Expires April 15, 2017

STATE OF NEW YORK)
) SS.:
COUNTY OF NY)

On the 10 day of DECEMBER in the year 2013, before me personally appeared PATRICK NORMOYLE 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 person upon behalf of which the individual acted, executed the instrument.

Lisa Rondon
NOTARY PUBLIC

LISA RONDON
Notary Public, State of New York
No. 01RO6067817
Qualified in Richmond County
Commission Expires Dec. 17, 2015

STATE OF NEW YORK)
) SS.:
COUNTY OF NY)

On the 10 day of DECEMBER in the year 2013, before me personally appeared PATRICK NORMOYLE 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 person upon behalf of which the individual acted, executed the instrument.

Lisa Rondon
NOTARY PUBLIC

LISA RONDON
Notary Public, State of New York
No. 01RO6067817
Qualified in Richmond County
Commission Expires Dec. 17, 2015

EXHIBIT A

SBL	Address
30-3-24	132 Broadway
30-3-25	136 Broadway
30-3-26	138 Broadway
30-3-27	140 Broadway
30-3-28	142 Broadway
30-3-29	142A Broadway
30-3-30	144 Broadway
30-3-31	146 Broadway
30-3-32	148 Broadway
30-3-33	6 Johnston Street
30-3-34	10 Johnston Street
30-3-35	12 Johnston Street
30-3-36	14 Johnston Street
30-3-37	16 Johnston Street
30-3-38	18 Johnston Street
30-3-23	6 Lander Street
30-3-22	8 Lander Street
30-3-21	14 Lander Street

CERTIFICATION

The undersigned, being the duly elected Clerk of the City of Newburgh (the "City"), hereby certifies that the attached is a true, correct and complete copy of certain resolutions unanimously adopted by the City Council Members of the City on December 09, 2013, and such resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.

Name: Lorene Vitek
Title: Clerk

EXHIBIT A

SBL	Address
30-3-24	132 Broadway
30-3-25	136 Broadway
30-3-26	138 Broadway
30-3-27	140 Broadway
30-3-28	142 Broadway
30-3-29	142A Broadway
30-3-30	144 Broadway
30-3-31	146 Broadway
30-3-32	148 Broadway
30-3-33	6 Johnston Street
30-3-34	10 Johnston Street
30-3-35	12 Johnston Street
30-3-36	14 Johnston Street
30-3-37	16 Johnston Street
30-3-38	18 Johnston Street
30-3-23	6 Lander Street
30-3-22	8 Lander Street
30-3-21	14 Lander Street

EXHIBIT B

(PILOT Agreement)

RESOLUTION NO.: _____ - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH HOUSE OF REFUGE TO ALLOW USE OF CITY OWNED PROPERTY LOCATED AT 140 BROADWAY FOR THE TUESDAY FARM MARKET

WHEREAS, the City of Newburgh is the owner of several parcels of real property located at 132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway"; and

WHEREAS, the Tuesday Farm Market has been held at 140 Broadway since 2012 and provides the following benefits:

1. To provide greater visibility to attract more buyers and vendors;
2. To promote positive activity on Broadway; and
3. To provide more space for Orange County agencies to provide information and conduct demonstrations for the community; and

WHEREAS, holding the Tuesday Farm Market at 140 Broadway requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with House of Refuge to allow access to and use of several City-owned properties for the purpose of holding the Tuesday Farm Market.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and sixteen, by and between the HOUSE OF REFUGE, with offices at 131 Broadway, Newburgh, New York 12550 as "LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor and in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway".

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

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

First: Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 140 Broadway, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Second: Licensee agrees to use and maintain said facilities in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby.

Third: Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Fourth: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with

and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Fifth: This Agreement and the license or privilege term is from July 1, 2016 to October 31, 2016.

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

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

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
MICHAEL G. CIARAVINO
City Manager
Per Resolution No.

HOUSE OF REFUGE
LICENSEE

By: _____
BISHOP JEFFREY WOODY

Approved as to Form:

_____
KATHRYN MACK
Acting City Comptroller

Approved as to Form:

_____
MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: _____ - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A UNITED STATES DEPARTMENT OF JUSTICE 2016 COPS HIRING PROGRAM GRANT TO PROMOTE COMMUNITY POLICING IN AN AMOUNT NOT TO EXCEED $1,068,447.00 WITH A LOCAL CASH MATCH OF $586,477.00

WHEREAS, the City of Newburgh Police Department performs many duties and offers a variety of services to promote public safety and health; and

WHEREAS, the City of Newburgh Police Department has identified the community policing model as an effective crime prevention tool; and

WHEREAS, the United States Department of Justice has established the COPS Hiring Program (CHP) as a competitive grant program that provides funding directly to law enforcement agencies to increase their community policing and crime prevention efforts; and

WHEREAS, the CHP establishes a funding cap in the amount of $125,000.00 per officer position based on current entry level salaries and benefits and provides 36 month funding of four (4) additional police officers and requires at least a twenty-five (25%) percent match but includes a 12 month retention at the end of the grant period; and

WHEREAS, the City's request for grant funds under the CHP will not exceed $1,068,477.00 and the City's match will be approximately $586,477.00 which is constitutes 54% of the benefit costs; and

WHEREAS, this Council has determined that applying for and acceptance of such grant 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 apply for and accept if awarded a United States Department of Justice 2016 COPS Hiring Program Grant to promote community policing, in an amount not to exceed $1,068,477.00, with a local cash match of approximately $586,477.00 required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

City of Newburgh

GRANT APPLICATION FORM

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: COPS Hiring Program 2016 (CHP)	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Daniel C. Cameron Chief of Police
NAME OF GRANT/NAME OF AWARDING AGENCY: COPS Hiring Program / USDOJ	GRANT SUBMITTAL DATE: June 23, 2016	AMOUNT OF AWARD: ~~$1,181,128.00~~ $1,086,477
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes / Cash	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: ~~$393,709.33~~ $586,477	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: Must retain officers for at least one year past end of funding.

PROJECT PLAN: Hire four new police officers using the funding.

Scope of Project: Funding covers first three years with agreement from City of Newburgh to retain the officers for at least one additional year.
Key Stakeholders: City of Newburgh Police

Project Timeline: (ex. Dates) Once awarded the funding, Police Department will look to hire for the next available Police Academy.

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS: city will be responsible for approximately 54% of total overall salary and benefit cost. Even though grant states 75% - 25% split there is a cap on the federal share of $125K for the 3 years.

City of Newburgh

GRANT APPLICATION FORM

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS: n/a

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS: 5% of current staffing levels validate the request for 4 personnel.

ANY ADDITIONAL COMMENTS:
I have some concerns regarding the city's ability to retain in year four.

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER SIGNATURE: Kathryn Mack

DATE: 5/27/16

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER SIGNATURE:

DATE: 6-7-16

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL SIGNATURE:

DATE: 6/8/16

City of Newburgh

GRANT APPLICATION FORM

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: Add to 6/9/16 work session for vote at 6/13/16 Council meeting

RESOLUTION NO.: _____ - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A COCA COLA FITNESS CHALLENGE PROGRAM GRANT IN THE AMOUNT OF $2,000.00 FROM THE CATHOLIC YOUTH ORGANIZATION

WHEREAS, the Catholic Youth Organization (CYO) has provided meaningful, organized activities to engage children in competitive sports events for over 75 years; and

WHEREAS, the CYO Physical Education Program is committed to providing a structured platform to improve health and fitness among children through a network of parish and school based programs which are rooted in assessing fitness levels through the Fitnessgram Program which provides feedback to the children and parents on their fitness levels and provide nutrition and wellness tips; and

WHEREAS, the goal of the CYO Fitness Challenge program is to promote healthy growth and development of children using the assessment of Fitnessgram to provide feedback; and

WHEREAS, organizations can earn a $1,000.00 stipend for each program that participates in the challenge to be used towards the fitness program or the sports programs; and

WHEREAS, the Recreation Department wishes to participate in the Challenge for two programs with the Goldbacks Travel Basketball Program and the Healthy Orange Winter League; and

WHEREAS, this Council has determined that said grant 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 apply for and accept if awarded a Coca Cola Fitness Challenge Program Grant in the amount of $2,000.00 from the Catholic Youth Organization; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such donation.

CYO Coca Cola Fitness Challenge
Implementation Plan

We Are Excited

Updated as of August 1, 2015

For over 75 years, the CYO has provided meaningful, organized activities to engage our children in competitive sports events. These activities have provided structured and healthy competition in all of the communities comprising the vast Archdiocese of New York. We have always been keenly aware that sports are a positive means of engaging our children in fitness activities and competition. Participating in these sports allows our children to fully engage in running, jumping all while displaying their athleticism, flexibility and strength during competition. Participating in these events early in their lives can create a positive foundation for our young people to engage in an active lifestyle and build rewarding life-long habits. This grant from Coca Cola provides us with a wonderful opportunity to further enhance this mission.

What is the significance and true value of the Coca Cola Fitness Challenge Grant?
CYO brings structure and organization to the parish and school communities throughout the Archdiocese of NY and non-catholic programs. We are certain that the participation in CYO programs improves the overall fitness of the children. However, we never fully recognized just how to measure the overall improvements in the fitness levels of our participants that the CYO program provides. This grant from Coca Cola has given us the opportunity to enhance the experience for each participant. While we knew the children were active and participating, we could not provide any meaningful feedback on their participation. By incorporating the use of the Fitnessgram assessment tool, we can now add value and feedback to the children participating in the various CYO sports programs. **For the first time in 75 years, because of Coca Cola, we now have the means to provide feedback to the children and their parents that their participation in CYO sports is serving as the foundation to lifelong fitness/wellness habits.** With this grant, we have added value to their participation in CYO sports. CYO is more than just sports, it is also fitness.

Why should my school/program participate?

- You are already doing it! Your kids are running, jumping, tumbling, throwing, shooting. Let's teach them that their participation is more than just about playing a sport, let's make this a lifelong habit.
- This adds additional value to the sports or PE programs you are already doing.
- Makes each child's participation significant. Imagine showing a report generated from Fitnessgram to parents and children that their fitness levels have improved from participating in your sports program!

If my parish or school participates, what do we get?

- **$1000** stipend to be used towards the fitness program or your sports programs
- **$599** Fitnessgram software and 24-hour technical support
- Fitnessgram Manual and "how to" guidelines on performing correct exercises and administering accurate assessments.
- Nutrition and wellness tips distributed in a flyer form that can easily be distributed by the best means you deem appropriate for your community.
- Education: nutritionist available for consultation or workshop.

Contact Seth Peloso, Director of CYO Operations-NYC to learn how your school can participate in the CYO Coca Cola Fitness Challenge
646-794-2050 office **917-284-0605** cell seth.peloso@archny.org

CYO Coca Cola Fitness Challenge
Implementation Plan

What are our responsibilities? Responsibilities of School/Parish

- Pre-season assessment to be completed by November 15th 2015, post-season assessment to be completed by May 31st, 2016 using the Fitnessgram tests consisting of the Pacer Test, Push-up, curl up and flexibility test.
- Build in these four basic exercises into your practice routine or activity planning.
- Promote fitness/wellness in your community.
- Enter Data into Fitnessgram online program for Archdiocese of New York member schools or parishes. For public, charter or community youth organizations, the excel data reporting sheet is the preferred method, which we will provide for you.

Structure:

- We will be structured as a "district" model.
- CYO administers username & passwords to participating parishes/schools for the Fitnessgram program.
- We monitor progress through Fitnessgram to assist and provide assistance when needed.

Is there any additional costs to the school or program?

- **NO.** There is no additional costs.

We are a parish based program and don't have a PE Teacher to administer the test, can we still do this program?

- Yes. The foundation of CYO is built upon the volunteerism of our network of 4000 coaches. We will set up your parish based Fitnessgram, supply you with the materials and instructions for the Fitnessgram.

Who is eligible to participate?

- Any child in your parish, school or sports programs between the ages of 5-17. We want to help bring awareness to every child, parent, coach to improve the health and fitness of our community and beyond.

When can we start this program, how long does it last?

- The program coincides with the academic calendar. We anticipate the pre-assessment tests to be completed by November 15th, 2015 and the post-assessment tests to be completed by May 31st , 2016.

Our school does not have a Physical Education program, can we still participate?

- **Yes**. The Fitnessgram allows you to add a Fitness/wellness component to your sports programs. Everything will be provided for you. We have consulted with Kids in the Game, a company specializing in after-school, physical education and recess fitness programming. They are currently serving many of our participating programs. They can be made available to provide the staff to administer this program.

Contact Seth Peloso, Director of CYO Operations-NYC to learn how your school can participate in the CYO Coca Cola Fitness Challenge

646-794-2050 office **917-284-0605** cell seth.peloso@archny.org

We don't have a Physical Education Teacher, but are very interested, can you help?

- **Yes**. We have consulted with Kids in the Game, a company specializing in after-school, physical education and recess fitness programming. They are currently serving many of our participating programs. They can be made available to provide the staff to administer this program that best fits the needs of the school.

What are the estimated time commitments of this?

- This program is intended to be built into what you are already doing, part of your sports programs or PE programs. **The time to administer the assessment test can be spread out and does not have to be done all in one day. A total of 2 hours is estimated to administer all 4 testing components combined.**

Do we have to promote or buy Coca Cola products?

- **No**. The only thing we need to worry about is improving the health & wellness of our children. There is no product endorsement requirements.

Will our personal information be shared with Coca Cola or any third party?

- **No**. No personal information will be shared with anyone. For teachers that will be logging in and entering the data themselves on the Fitnessgram website, the service is secure. For those programs that are out of Archdiocese network such as public, charter school or community organizations, we have set up guidelines to remain within the laws pertaining to the sharing of student data. Please inquire if you would like to know more.

If my School or Parish participates in the Coca Cola Fitness Challenge, does every child have to participate?

- **No**. Each child will be given the opportunity to opt-out of the program. However, we hope that parents will see that this is a great opportunity for our community to learn more about fitness & wellness and through the community support, we can leave a lasting impression with the children towards a healthier lifestyle.

We Can Make It Happen

Achieving our measurable outcomes outlined in Grant Proposal:

1. Assess fitness levels of 24,000 youth participants over 3 years
2. Improve levels of health and nutrition knowledge of 24,000 youth participants and their parents over 3 years
3. Raise awareness of healthy habits and lifestyles in the communities we serve

Update as of August 1st, 2015: After just concluding our second year of this 3 year grant, we have far exceeded our goals with 1 year still remaining. **142 schools/programs** across all five NYC boroughs and all counties in between Westchester all the way to Kingston NY are participating. The data is still being compiled, but over 30,000 children have participated in the program to date. We are excited for year three and the addition of 70 more programs. We hope you will join us and address this important initiative.

Visit our CYO Fitness Program Page at www.cyony.org to learn more.

Contact Seth Peloso, Director of CYO Operations-NYC to learn how your school can participate in the CYO Coca Cola Fitness Challenge

646-794-2050 office **917-284-0605** cell seth.peloso@archny.org

RESOLUTION NO.: _____ - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A VENDOR SERVICES AGREEMENT WITH BREATH OF NEW LIFE MINISTRIES AT A COST NOT TO EXCEED $6,750.00 TO MANAGE THE HELPING YOUNG PEOPLE EXCEL PROGRAM AT THE RECREATION DEPARTMENT

WHEREAS, the City of Newburgh Recreation Department has established the Helping Young People Excel ("H.Y.P.E.") youth program to assist boys and girls in 6th through 8th grades with homework, provide life skills training and mentorship programs and facilitate recreational activities; and

WHEREAS, Breath of New Life Ministries has submitted a proposal to manage the H.Y.P.E. program by providing three staff members at a rate of $15.00 per hour for three hours per day Monday through Friday from the period beginning April 18, 2016 and ending June 24, 2016; and

WHEREAS, it is necessary and appropriate to enter into a vendor service agreement with Breath of New Life Ministry to provide the services set forth in its proposal in an amount not to exceed $6,750.00, which funding will be derived from A.7140.0110.0000.0000; and

WHEREAS, the Council has reviewed the attached Agreement and has determined that it is in the best interest of the City of Newburgh and its youth to enter into such Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute a Vendor Services Agreement with Breath of New Life Ministries at a cost not to exceed $6,750.00 to provide staff to the Helping Young People Excel program at the City of Newburgh Recreation Department.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2016, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **BREATH OF NEW LIFE MINISTRIES**, a firm with principal offices at 292 Ann Street Newburgh, New York 12550, hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning April 18, 2016, and ending June 24, 2016.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY a weekly itemized invoice for SERVICES as set forth in Schedule A, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within thirty (30) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of $6,750.00 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to

this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants

and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency,

municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least three (3) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to

report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH	VENDOR
BY: _____	BY: _____
Michael G. Ciaravino	Name:
City Manager	Title:
Per Res. No.	
DATE: _____	DATE: _____

APPROVED AS TO FORM:

_____
Michelle Kelson
Corporation Counsel

_____
Kathryn Mack
Acting City Comptroller

292 Ann St., Newburgh, NY 12550 (845) 563-0141

Derrick Stanton, Director
City of Newburgh Recreation
Newburgh, NY 12550

RE: Contract Agreement with Breath of New Life to manage the H.Y.P.E youth program

THIS AGREEMENT is made and entered into this 18th of April, by and between The City of Newburgh Recreation department (hereinafter referred to as the "OWNER") and Breath of New Life Ministries (Malinda Ware). (hereinafter referred to as "BONL").

Descriptions of the parties.

(a) Owner is a

City of Newburgh Recreation Department
83 Broadway
Newburgh, NY 12550

(b) Consultant

Breath of New Life Ministries
292 Ann St.
Newburgh, NY 12550
(Malinda Ware- Church Administrator)
(845) 563-0141

292 Ann St., Newburgh, NY 12550 (845) 563-0141

Terms
The initial terms of this agreement shall be for a period of (April 18 – June 24) (the "Initial Term") commencing on Friday, June 24, 2016.

NAME OF PROJECT

Subject to the provisions of this Agreement, the youth program shall be known **H.Y.P.E (Helping Young People Excel)** throughout the term of this Agreement as hereinafter defined.

SCOPE OF THE PROJECT

Owner hereby engages Breath Of New Life Ministries to manage and Facilitate the **H.Y.P.E youth program** at the City of Newburgh Recreation upon the terms and conditions provided herein.

Project Execution

The City of Newburgh Recreation Department through sub-contractual services with BONL ministries will provide youth program and services between the hours of 2:30pm – 6pm (Mon – Fri) with emphasis on mentorship, life skills and a variety of fun activities.

BONL ministries will act as sole project manager for the City of Newburgh Recreation department. BONL will Create, plan and execute a variety of engaging activities to enhance the quality of life for the City of Newburgh's Youth out of school hours.

Five - Weekly 3 hour sessions for a total of 10 weeks – (Mon – Fri) will be held at The City of Newburgh Recreation Department Activity Center.

Breath Of New Life Ministries' staff will facilitate the various areas of concentration and help students to apply the knowledge and techniques to their specific area expertise, help with homework and provide life skill trainings along with mentorship programs for boys and girls grades 6th - 8th.

Program Description as follows:

292 Ann St., Newburgh, NY 12550 (845) 563-0141

See Attached Program Calendar (April, May and June)

Budget

In consideration and in full payment for the services to be performed under this agreement the owner hereby agrees to issue all payment to Breath of New Life Ministries. Owner agrees to issue payments not to exceed the agreed amount $6, 750. The initial supplies to include snacks will be rendered at start as per start of program date April 18th. The remaining will be invoiced weekly immediately following the initial class and retro-active as of April 18, 2016 start date.. A late penalty of 1.5% will accrue each 30 days invoices are not paid.

Termination or Suspension

The H.Y.P.E. (Helping Young People Excel) youth program contract shall continue in force until terminated by mutual agreement of the parties or in the event of fraud, abandonment, insolvency, gross or willful misconduct or breach of any of the conditions of this contract. This contract will terminate immediately by providing written notice to owner, which termination will be effective upon receipt.

You can reach me at (845) 527-5156 or (845) 563- 0141. I look forward to working with you again this year.

Thank you for your time and consideration.

Malinda G. Ware, Administrator Date
Breath of New Life Ministries

Mr. Derrick Stanton, Director City of Newburgh Recreation Date

Center for COMMUNITY PROGRESS
Vacant Spaces into Vibrant Places

November 2015

RAISING THE BAR: LINKING LANDLORD INCENTIVES AND REGULATION THROUGH RENTAL LICENSING

A Short Guide for Local Government Officials

Alan Mallach
Center for Community Progress

A Center for Community Progress Practice Brief

Center for
COMMUNITY
PROGRESS
Vacant Spaces into Vibrant Places

ABOUT THE AUTHOR

Alan Mallach is a senior fellow at the Center for Community Progress. A city planner, advocate and writer, he is nationally known for his work on housing, economic development, and urban revitalization, and has worked with local governments and community organizations across the country to develop creative policies and strategies to rebuild their cities and neighborhoods. A former director of housing & economic development in Trenton, New Jersey, he currently teaches in the graduate city planning program at Pratt Institute in New York City. He has spoken on housing and urban issues in the United States, Europe, Israel and Japan, and was a visiting scholar at the University of Nevada Las Vegas for the 2010-2011 academic year. His recent books include *A Decent Home: Planning, Building and Preserving Affordable Housing* and *Bringing Buildings Back: From Vacant Properties to Community Assets*, which has become a resource for thousands of planners, lawyers, public officials, and community leaders dealing with problem property and revitalization issues. He is a member of the College of Fellows of the American Institute of Certified Planners, and holds a B.A. degree from Yale University.

Cover Photo credit: Luke Telander

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COMMUNITY
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This guide was prepared to assist local officials and others concerned with rental housing issues develop rental regulation ordinances. While it contains discussion of legal and policy issues for consideration by local leaders, it does not constitute legal advice and should not be relied upon as such. If you have any specific questions about any legal or financial matter related to rental regulation, you should consult an appropriately qualified professional. Municipalities are urged to consult local legal counsel in the course of preparing ordinances or taking other steps with respect to the matters addressed in this guide.

ABOUT THE CENTER FOR COMMUNITY PROGRESS

Founded in 2010, the Center for Community Progress is the only national 501(c)(3) nonprofit organization solely dedicated to building a future in which entrenched, systemic blight no longer exists in American communities. The mission of Community Progress is to ensure that communities have the vision, knowledge, and systems to transform blighted, vacant, and other problem properties into assets supporting neighborhood vitality. As a national leader on solutions for blight and vacancy, Community Progress serves as the leading resource for local, state, and federal policies and best practices that address the full cycle of property revitalization. Major support for Community Progress is generously provided by the Charles Stewart Mott Foundation and the Ford Foundation.

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INTRODUCTION: UNDERSTANDING THE REGULATORY FRAMEWORK

Regulating the condition and operation of rental housing is a major challenge facing local governments across the United States, particularly those experiencing social and economic distress. In recent years, along with widespread foreclosures and loss of property values, many municipalities have seen increasing numbers of single family homes move from owner-occupancy to absentee ownership and rental occupancy. While a stock of sound, well-managed single family rental properties can be a valuable asset for a community, in many cases much of this inventory is neither sound nor well-managed.

The responsibility for making sure that landlords maintain and manage their properties well falls to the municipality, which has the authority to enforce codes and take a variety of other actions under the legal powers they have to regulate property (see text box). The goal of these regulations is not to hinder landlords' ability to conduct business, but to raise the bar and ensure, to the extent possible, that landlords are responsible stewards of their properties, working with the municipality to ensure safe, clean neighborhoods.

THE MUNICIPAL POWER TO REGULATE PROPERTY

The powers of local governments to regulate properties vary widely from state to state and within states between "home rule" and "non-home rule" municipalities. Home rule municipalities typically have broad powers to address the public health, safety, and general welfare in areas that are *not expressly precluded* by state law. Non-home rule municipalities have much more limited powers, and can only act within the parameters *expressly permitted* by state law. The same distinction applies at the state level. In some states, known as "Dillon's Rule" states, municipalities have no home rule powers, but are limited to those activities that are expressly permitted by state law. In other states, they have varying degrees of flexibility to act on the basis of what is known as the municipal "police power" to uphold the health, safety and general welfare of the community's citizens. Local officials should consult with legal counsel familiar with these issues before taking action.

Throughout the guide, key points are indicated with this symbol: ➡

The way in which municipalities do so can be called the *regulatory framework*, which is the sum of the ordinances, administrative systems, and operating practices the municipality uses to foster responsible landlord behavior and sound, well-managed rental housing in the community. The principal elements in the regulatory framework are shown in Table 1 below, with a brief description and rationale for each. *Landlord*

Table 1: The Rental Housing Regulatory Framework

ELEMENT	DESCRIPTION	RATIONALE
Landlord registration or licensing ordinances	A *registration* ordinance requires landlords to register their properties with the municipalities and provide contact information A *licensing* ordinance requires registration and a regular health and safety inspection, and may also require other actions by the landlord.	A registration system is informational only, and does not affect the right of a landlord to own and operate rental property. A licensing system conditions that right on compliance with appropriate public interest standards, and raises the bar for landlords in the community. Where legally permitted, a licensing system is a much more effective way of improving rental housing quality.
Mechanisms to ensure landlords are registered and/or licensed	Procedures (see Sec. 1.1 of the guide) to ensure that landlords register or comply with licensing requirements.	No ordinance is self-enforcing, and simply passing a registration or licensing ordinance does not get landlords, especially small landlords of single-family properties to comply. Proactive steps are needed to get landlords into the system.
Rental property information system	A data base of registered/licensed rental properties in the community, including information about code compliance, police calls, and tax/fee payment status.	The ability to track landlords and rental properties is a key to effective enforcement. A strong property information system allows a municipality to target resources to problems more effectively
Strategic code enforcement	Code enforcement that goes beyond complaint response to strategically address systemic targets and focus on bringing properties into compliance with codes	Complaint-driven code enforcement, while necessary, is inefficient and leads to scattered outcomes rather than systematic compliance and neighborhood stabilization
Compliance-oriented fee structure	Fee structures that are oriented to generating positive outcomes and maximizing compliance rather than revenues	Fees should not be seen as a revenue generating mechanism, but as a way of motivating landlords to affirmatively comply with ordinances as responsible owners.

incentives should be thought of as part of the overall regulatory framework, rather than as a separate unrelated strategy.

The guide is divided into three major areas – getting the most out of a licensing system, improving the quality of rental management, and offering incentives to responsible landlords. Each of these areas is divided into a number of specific areas. While some strategies depend on having others in place – it is hard to set up a performance-based licensing system without a good property data base – others can be done by themselves. We try to indicate as we go along which steps are dependent upon other actions, and which are not.

I CREATING A LICENSING SYSTEM

1.1 UNDERSTANDING WHY LICENSING IS SO IMPORTANT

It is important to make clear up front the difference between a licensing and a registration system, and why licensing allows a municipality to become much more effective and proactive in terms of raising the quality of its rental housing stock. A registration system is purely informational. It requires landlords to provide basic information to the municipality. It carries with it no inherent ability to enforce codes or set standards.

A licensing system, which is the primary subject of this guide, is a fundamentally different matter. By establishing minimum standards that a landlord must comply with in order to operate a rental housing unit, licensing serves as the basis for a multifaceted system to improve the community's rental housing stock. A licensing system makes it clear that the community's landlords have a responsibility to live up to certain standards, but also that the municipality has accepted its responsibility to act proactively to enforce its standards. Licensing also facilitates efforts to move from a reactive and complaint-driven code enforcement system to one that is strategic and designed to improve the quality of the entire rental stock, not just the properties that trigger complaints.

A municipality that has a registration system has taken an important first step when it decides to transition to a licensing system, since it has already begun the process of creating an inventory of landlords who will need to be licensed. The key question, which is addressed below in the framework of the licensing system, is whether the inventory does in fact contain all or the great majority of the landlords and rental properties in the municipality. Experience in many different communities has shown that simply enacting an ordinance does not lead to compliance – a systematic outreach strategy is needed.

1.2 REACHING OUT TO THE COMMUNITY

The outreach strategy, however, really needs to begin even before the ordinance is enacted. The rationale for licensing rental properties is straightforward and compelling. The ability to live in housing that meets basic health and safety standards is a fundamental human need, and arguably far more critical to far more people than many of the professions and activities that are already subject to state or local licensing requirements.

At the same time, municipalities seeking to enact rental licensing may encounter strong opposition from property owners. While some objections may not be well-founded, others may reflect legitimate concerns that an ordinance may be administered in a punitive fashion or accompanied by unduly burdensome fees. For that reason, any municipality considering rental licensing should reach out to those most directly affected in advance, to explain how the proposed ordinance would work, and why it would benefit landlords, tenants, and their communities. Outreach efforts should focus not only on landlord and real estate associations and their key members, but also to tenant organizations where they exist, and to neighborhood and block associations.

➡ Since most owners of rental properties in most communities are responsible landlords, an important selling point of *a performance-based licensing system*, as described in this guide, is that it does not treat rental properties and landlords in a "one size fits all" fashion, but rewards responsible landlords, while focusing enforcement on chronic offenders.

Outreach should be systematic and thoughtful, and all parties should be given the opportunity to have meaningful input into the specific provisions of the proposed ordinance, not merely be encouraged to support something presented as a *fait accompli*. In the end, no amount of outreach can guarantee that there will be no opposition, but a sound outreach effort will not only reduce opposition and build support, but, in the event the ordinance passes even with opposition, help the city build the positive relationships it will need with the landlord community to bring about successful implementation of the ordinance.

Small municipalities may find it difficult, given their limited financial and staff resources, to implement some of the actions in this guide by themselves. An alternative approach worth serious consideration is to carry out those actions through intermunicipal cooperation, or by having them carried out by a regional body or other entity. Areas where this may be worth consideration are discussed in Part IV of the guide. A final section provides resources, including informational material on landlord strategies generally and links to specific good practices.

II GETTING THE MOST OUT OF A

LICENSING SYSTEM

OVERVIEW

Creating a licensing system, in and of itself, can be an effective starting point in improving the quality of rental housing maintenance and management in a municipality. It is only effective, however, if the great majority of landlords in the community are licensed. The threshold problem that municipalities face when they enact such an ordinance is getting landlords into the system. Experience shows that without proactive steps to get landlords licensed, only one-third or fewer are likely to get into the system, a number that will typically exclude most of the small mom-and-pop owners of single family properties. Many landlords are unlikely to be aware of the existence of the ordinance, while others – in the absence of systematic enforcement, which is rarely present – expect that they can remain under the municipality's radar. Section 2.1 will describe the steps a municipality can use to get more landlords into a licensing system.

The second step to get the most out of the system is to take the licensing information, along with other information that is already available in the community about properties, and create a simple database to track rental properties, described in Section 2.2. This enables the municipality to understand its rental inventory, identify problem properties and landlords, and target limited resources to the problems. It can also help build cooperative relationships between the local government, residents, and neighborhood associations to help address problem properties in their neighborhoods. We refer to a system that focuses on problems, while rewarding good landlord performance, as a performance-oriented regulatory system, described in Section 2.3.

2.1 GETTING LANDLORDS INTO A LICENSING SYSTEM

While no municipality can expect to have 100% of the landlords licensed, at least 80% to 90% should be licensed for the licensing regime to be effective. This can only happen through a systematic effort to gain compliance. Obvious strategies, such as door-to-door campaigns, are likely to be both expensive and ineffective. Cities have limited resources to devote to this task, and must come up with more cost-effective strategies to gain compliance. Some of those strategies may be able to take advantage of available technologies in creative ways. This section describes three strategies municipalities can use.

a. Mass mailing

(1) Create a list of presumptive rental properties, by comparing property addresses

to the name and address of the person to whom property tax bills are sent, and sorting by the latter address (some money can be saved by sending a single mailing to the owner of multiple properties). The list should be screened to identify those properties that are already licensed so that they do not receive mailings.

(2) Send the owner of record a packet containing the following information:

a. A cover letter explaining the licensing requirement affecting all rental properties in the municipality
b. A flier explaining the provisions of the licensing ordinance and regime
c. A licensing form, for the owners of rental properties to return to the municipality with the appropriate fee; and
d. An affidavit of non-rental status, a sworn document which the owner can complete and return if the property is not being used as a rental property

The mailing should also indicate that the municipality has adopted a six-month (or similar period) amnesty period, during which no landlord will be penalized for failing to file a licensing application. It should further describe the potential penalties to which the owner may be subject if he or she fails to get the property licensed within that period, or if the owner files the affidavit of non-rental status and is subsequently found to be operating the property as a rental property.

(3) Send a follow-up letter to owners who fail to respond, one way or the other, to the initial mailing. This letter should go out 45 to 60 days after the initial mailing. While resources are unlikely to permit systematic visits to the properties of all owners who fail to respond, a schedule of spot-checks should be developed within the limits of available personnel.

b. Transaction-driven mailing

(1) Arrange with the county to receive a list of new sales transactions on a regular basis (at least monthly).

(2) As the municipality is notified of each transaction, the same packet described above should be mailed to the owner of record. Since the owner in many cases will be unfamiliar with the municipality, the packet should also include a flier with other information likely to be useful to a property owner in the municipality, such as emergency phone numbers, landlord-tenant ordinances, code requirements, and trash collection schedules.

(3) As above, a second letter should be sent to those who do not respond to the initial mailing. Depending on the number of properties involved and the resources available, follow-up visits should be made to some or all of the properties where the owner has failed to respond.

The mailing process can, in large part, be automated; in other words, the addresses can be entered into a computer and appropriate software can be installed to generate the mailings. Depending on the volume and costs involved, the municipality may want to contract with a direct mail firm which already has the necessary equipment, rather than doing this in-house.

c. Citizen reporting (drop-a-dime)

Despite a municipality's best efforts, many landlords may remain unlicensed. In order to get more of those landlords into the regime, the municipality can utilize the eyes and ears of its residents to report unlicensed landlords.

(1) Create and post in a highly visible location on the municipality's website an accessible, searchable database of all of the *licensed* rental properties, with their owners' names and contact information.

(2) Create on the municipal website a simple means by which residents or neighborhood organizations can report properties that (1) they believe to be rental properties; and (2) do not appear in the municipality's licensed rental property database. This can take the form of a box in which the resident can enter the address of the property.

(3) When properties are reported, send the owner of record a mailing similar to that described under 2.1(a) above.

(4) Once these features have been put on the municipality's website, get the word out energetically to civic organizations and neighborhood groups, urging them to use it to help establish and maintain the quality of the municipality's rental housing stock.

➡ The procedure should be simple and *anonymous*. Requiring people who report properties to identify themselves discourages reporting.

➡ In view of the widespread ownership of smartphones, communities should explore whether an app may be available that people can download to their smartphones and use for this purpose. Existing systems that have been developed for people to report vacant, blighted properties could perhaps be adapted to reporting unlicensed landlords.

2.2 CREATING A BASIC RENTAL HOUSING INFORMATION SYSTEM

Having good basic information about the community's rental properties, and what is happening with them is a major asset in any rental housing regulatory system. It makes possible a variety of strategies that can make the municipality's regulatory efforts both more effective – in terms of their impact on housing quality and neighborhood stability – and more efficient – in terms of impact relative to the amount of resources devoted to the task.

The principle of a basic rental housing information system is straightforward: assemble information already being gathered in the municipality on rental properties and their owners, so that information on either an individual property or an individual landlord, who may own multiple properties, can be readily accessed by local officials and other authorized personnel as shown in schematic form in Figure 1. A more detailed description of the information

FIGURE 1: SCHEMATIC REPRESENTATION OF BASIC RENTAL PROPERTY INFORMATION SYSTEM

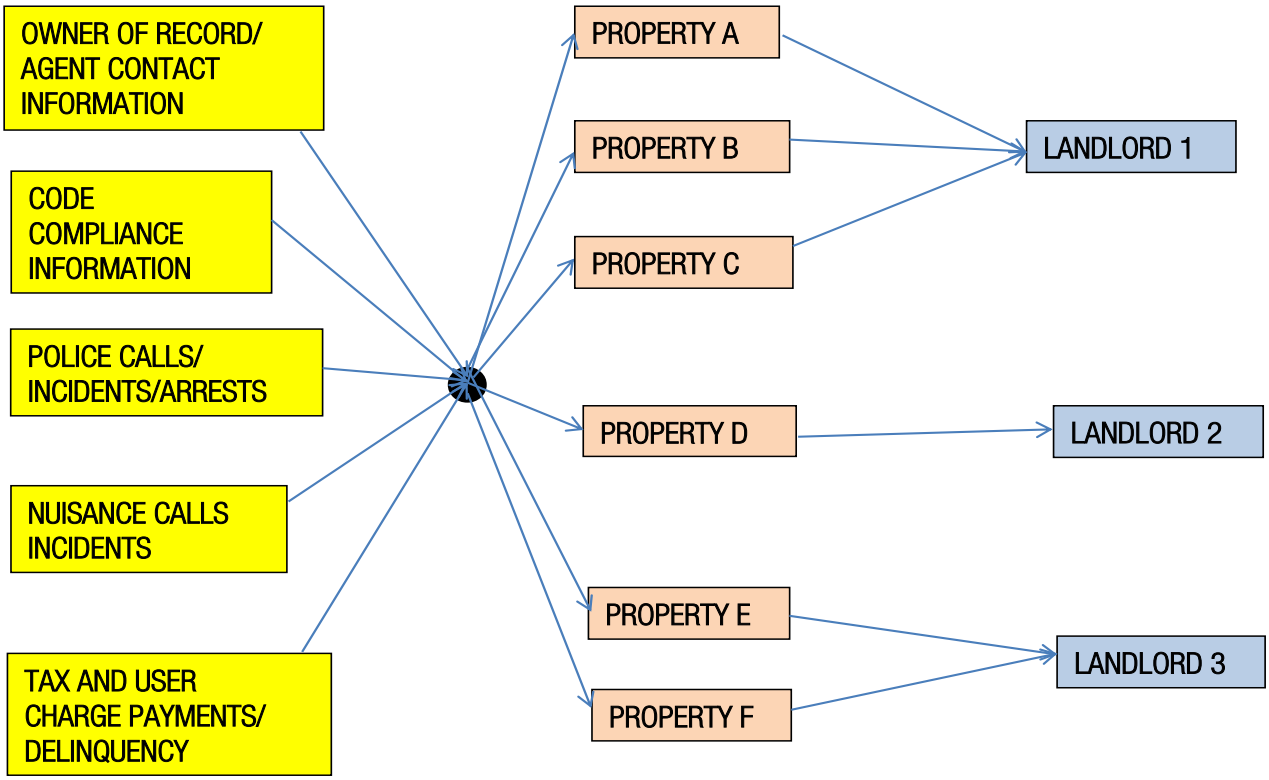

Table 2: Categories and Sources for Rental Property Information System

CATEGORY	SOURCE	DETAIL
Owner of record/agent contact information	Registration or Licensing Form Updates from County Recorder	Name/address of owner Name/address of agent if owner not local
Code compliance information	Municipal agency responsible for code enforcement	Most recent inspection/ outcomes/time to comply Re-inspections needed
Police calls/incidents/arrests	Police Department	Calls, incident reports, and arrests by location
Nuisance calls/incidents	Municipal agency responsible for addressing nuisance issues	Noise, health, and similar violations
Tax and user charge information	Treasurer, Tax Collector, and other agencies responsible for levying user fees	Taxes and user charges due by amount and date Delinquency in payment Tax liens outstanding

and its sources is shown in Table 2 following the figure. If not all of these information sources are available at the beginning, the system can be set up with those that are available, and the others (including any other useful information not shown in the table) added as they become available.

A rental housing information system can be as simple or as sophisticated as a community's resources permit and its goals dictate. Some small communities use nothing more elaborate than an Excel spreadsheet, which can be adequate where the number of properties involved is small, while others use more advanced software. A group of Minnesota local governments have formed a consortium to provide a common platform for local data needs, including a property information system and a data system for permits and inspections.[1]

2.3 MOVING TO A PERFORMANCE-BASED REGULATORY SYSTEM

In order to establish a performance-based regulatory system, a municipality must have two key elements in place: (1) a well-functioning landlord licensing process; and (2) a basic rental property information system.

[1] Local Government Information Systems (LOGIS). See http://www.logis.org/

No municipality has unlimited resources. The best regulatory framework is one which effectively distinguishes between those landlords who are responsible owners and managers, and those who are not, and focuses the greater part of the municipality's efforts on the second group. Among the greatest benefits of having the property information system up and running are that it gives the municipality a powerful tool for evaluating landlord performance, identifying problem buildings and landlords, and targeting resources to the problems. Brooklyn Center, Minnesota, an inner-ring suburb of Minneapolis, has designed a good system for doing this, which we describe in the box to the left.

PERFORMANCE-BASED LICENSING IN BROOKLYN CENTER, MINNESOTA

Brooklyn Center annually determines the number of property code and nuisance violations, and police service calls, for each property. They then use that information to classify each property from Type I through IV. The properties are first scored on the basis of the number of property code and nuisance violations. That score is then adjusted on the basis of the number of validated calls for disorderly conduct and Part I crimes.

The classification of properties from Type I to Type IV is then used by Brooklyn Center to determine (1) the obligations of the landlord going forward; and (2) the level of monitoring by the municipality; that is, how often the property is scheduled for inspection, and what other steps, if any, the municipality will take to bring the property and the landlord up to the community's standard. The closer the property classification is to Type I, the fewer obligations are placed on the landlord, and the less often the property is inspected.

The full description of the Brooklyn Center scoring system can be found at http://www.cityofbrooklyncenter.org/DocumentCenter/Home/View/118

Municipalities going to a performance-based system should add tax compliance to the factors used to classify property. The information is readily available, and failure to pay property taxes and municipal user charges in a timely fashion, or at all, is a hallmark of a problem landlord. Including tax compliance in the system will provide inducement to landlords to pay their taxes.

Table 3 on the following page shows proposed landlord and municipal responsibilities in a performance-based system. They are divided into two categories – **basic requirements**, which are the fundamental requirements to make the system work and establish clear standards for landlords; and **optional provisions**, which are enhancements that can improve the system but are not essential to its functioning. The optional provisions can also be incorporated into the Good Landlord Program, described in Section 4.1.

A major advantage of the performance-based system is that it allows the municipality to focus its limited inspection resources. Thus, the municipality is not spending valuable time inspecting properties that are likely to be in good condition more often than necessary, and can devote its resources to the worst-performing properties.

Table 3: Landlord and Municipal Requirements Under Performance-Based Regulatory System

	CLASSIFICATION	I	II	III	IV
BASIC REQUIREMENTS	Re-licensing inspection timetable	Every three or four years	Every two years	Annual	Every six months
	Participation in landlord improvement program (see note 1)	Encouraged	Encouraged	Required	Required
	Participation in crime-free program (see note 2)	Encouraged	Encouraged (see note 3)	Required	Required
	Other requirements	None	None	None	Must complete remedial action plan which must be approved by municipal officer
OPTIONAL PROVISIONS	License fee	Base fee	Base fee	Base fee + added "problem property" fee (see note 4)	Base fee + higher added "problem property" fee (see note 4)
	Eligible for purchase of public property	Yes	Yes, subject to case by case review	No	No
	Eligible for good landlord incentives	Yes	Yes, if meets conditions	No	No

Notes:

(1) See Section 3 for further discussion.
(2) This can be combined into a single program with the landlord improvement program, or run as a separate initiative.
(3) May be required if criminal or related matters make up principal reason for lower rating.
(4) See Section 4 for further discussion of fees.

In lieu of having municipal inspectors conduct licensing and re-licensing inspections, a municipality with limited personnel resources may want to consider creating a list of screened, approved private inspection firms that will conduct these inspections for a predetermined fee, payable directly by the property owner to the firm. This can save the municipality money, and free up inspectors for more urgent activities. Another alternative is to contract with a single firm through a Request for Proposals process to handle all licensing inspections in the municipality.

III RAISING THE BAR FOR PROPERTY MANAGEMENT AND MAINTENANCE

Most landlords in most communities are small scale mom-and-pop landlords, but many do not live near their properties. Some are irresponsible, but others may be responsible individuals who are unable for many different reasons to give their properties the attention they need, leading to inadequate maintenance and management quality. These issues can take many different forms, including:

- Failure to maintain building and grounds in visually appropriate condition
- Failure to make repairs in timely fashion
- Failure to ensure uninterrupted utility service
- Failure to address public safety issues associated with the property
- Failure to perform appropriate pre-lease tenant screenings
- Failure to use appropriate lease document
- Failure to evict problem tenants when appropriate.

Raising the bar in all of these areas will benefit responsible tenants, responsible landlords, and the community as a whole. To do so effectively, it is important to create a support structure for responsible landlords, with a particular focus on assisting those who have been unable to maintain their properties to an appropriate standard.

All of the recommendations in this section may be implemented either through inter-municipal cooperation or regional support programs, or through partnerships with existing high-capacity organizations in the area. Municipalities should carefully explore both options before deciding whether to initiate their own program. For this reason, some of these recommendations are not presented in as much detail as those in the previous section.

3.1 CREATING A MANUAL OF GOOD LANDLORD PRACTICE

Every existing landlord in each municipality, as well as individuals acquiring property in the municipality, should be given a manual which lays out the responsibilities of landlords and standards of good landlord practice, both in general and with respect to the provisions of any applicable ordinance specific to that municipality. The manual should include a recommended form lease.

➡ There are a number of existing manuals that have been created by municipalities (links to some are provided in Section 6 of this guide). Rather than reinvent the wheel, the best approach for a municipality is to use a good existing model, with an additional section or insert with information about the municipality's ordinances and requirements, along with information about the municipality, such as contact information for local officials, recycling guidelines, etc.

3.2 CREATING A "LANDLORD ACADEMY"

A landlord academy is shorthand for a well-organized and integrated series of training and technical assistance programs offered to landlords in the municipality. A landlord academy can include assistance through a variety of programs and modalities, including:

- Training programs for landlords, which can include both basic courses and advanced or specialized courses in subjects such as equipment maintenance, legal issues, or financial management.

CRIME-FREE RENTAL HOUSING PROGRAM

Crime-Free Rental Housing is a program of the International Crime-Free Association, based in El Cajon, California, that is widely used by municipalities around the United States. It consists of three elements, carried out by or under the supervision of the municipal police department:

Phase I – An eight-hour training program taught by a trained police officer, covering a wide range of issues, and including a 100-page manual for every participant.

Phase II – A CPTED (crime prevention through environmental design) survey of the property by a trained police officer, covering such areas as door, window, and lock standards; exterior lighting, and landscape maintenance.

Phase III – A Crime-Free Commitment by the property owner, including commitment to proper tenant screening, use of a crime-free lease addendum, working with the police, etc.

While the term "crime-free program" does not appear to be subject to copyright or other restrictions, it is generally used to refer to this specific program. Many municipalities have similar programs, either designed locally or by other entities.

For more information, see http://www.crime-free-association.org/rental_housing.htm.

- Crime-Free programs, which are already used by many municipalities, could be integrated into the landlord academy (see text box on previous page).

- If resources permit, hands-on technical assistance, something like a SCORE[2] program for landlords, can be very productive. It can use retired contractors, inspectors, building superintendents, landlords, and others to provide one-on-one assistance to landlords, either on an ongoing basis or as needed.

➡ Access to one-on-one assistance could be something offered only to landlords who are participating in the good landlord program, and used as an inducement to get landlords to participate. In the other direction, landlords who have received low scores for their properties could be *required* to participate in training courses.

➡ This is another area where individual municipalities should work cooperatively to offer courses, potentially in partnership with an existing organization that already does so.

3.3 CREATING A LANDLORD ASSOCIATION OR STRENGTHENING AN EXISTING ORGANIZATION

A strong, effective landlord association can be an asset to both the community's landlords and the community as a whole. A good model is the

THE BROOKLYN CENTER ASSOCIATION FOR RESPONSIBLE MANAGEMENT

The objectives of the ARM are as follows:

- Serve as a networking resource for property managers
- Educate and inform property managers about current municipal initiatives
- Improve the safety and quality of all rental properties in the municipality to improve and maintain the municipality's image with citizens and neighbors
- Increase ARM meeting awareness and attendance
- Promote resources for property managers and tenants
- Provide more accessible dialogue between government, residents, and property managers

Landlords who fall into categories III and IV are required to participate in landlord association meetings.

For further information see http://www.municipalityofbrooklyncenter.org/index.aspx?NID=234

[2] SCORE (which initially stood for Service Corps of Retired Executives) is a program supported by the U.S. that links small Small Business Administration business people who need technical assistance with qualified volunteers. For more information see https://www.score.org/

Brooklyn Center, Minnesota, Association for Responsible Management (ARM), described in the text box above.

Creating such an entity, and actively encouraging landlord participation, can serve not only to spur more responsible landlord operations, but as an effective communications strategy between local government and the landlord community. The landlord improvement program shown in Table 3 can be conducted through a landlord association. The association can either be a local organization specific to a single municipality, or an area-wide organization.

3.4 BUILDING A REGISTRY OF QUALIFIED PROPERTY MANAGEMENT COMPANIES

Where landlords are located more than a few miles from their properties, or where their ability to become effective property managers is limited for other reasons, high quality third-party property management can make the difference in bringing about sound, well-maintained rental properties.

Municipalities should encourage landlords, particularly those where there is evidence of limited capacity to manage their properties on their own, to use professional management. Two steps municipalities can take are:

- Creating a registry of approved or licensed property management companies; and
- Offering incentives, such as a partial fee rebate or waiver of other requirements (such as taking training courses) to problem landlords who hire approved managers.

In some areas, there may not be enough professional property managers interesting in managing scattered single family rental properties. If this is the case, municipalities may want to work with their neighbors or with a regional organization to pursue either or both of the following steps:

- Identify qualified management firms in the region, particularly in nearby major cities, and encourage them to open a local branch operation;
- Create, perhaps in partnership with an existing firm or nonprofit entity, a new locally based company dedicated to property management.

Although over time, property management pays for itself – and is often profitable – either of these two steps might require that the public sector provide some seed money to get the project started.

IV PROVIDING INCENTIVES TO RESPONSIBLE LANDLORDS

Landlord incentives complement a regulatory strategy by building an ever-growing pool of responsible landlords who meet good practice standards with respect to their leasing and operations. While regulations can discourage bad actors, incentives reinforce and encourage good, responsible operations.

4.1 CREATING A "GOOD LANDLORD" PROGRAM

While incentives can be employed individually or separately, they are likely to have much more impact if they are bundled into a comprehensive program, under an umbrella such as a "good landlord program" or similar term. Under such a program, landlords that meet the criteria to participate can become members of the program, and obtain all of the benefits of the program.

Alternatively, as the airlines do with their loyalty programs, the benefits can be tiered, so that "silver" landlords are eligible for one set of incentives, but "gold" landlords are eligible for those and more. This can easily be integrated with the performance-based regulatory system described above (Section 2.3).

There are two basic approaches to setting the eligibility for a good landlord program (or for incentives separately):

(1) Basing eligibility on performance: Any landlord who meets the criteria (as described in Section 2.3) on his or her properties during the preceding year would be eligible. This approach requires that the municipality have its property information system up and running.

(2) Creating an "aspirational" system: Landlords become eligible when they make a pledge to meet the criteria by signing onto a landlord code of conduct. If, after making such a commitment, a landlord fails to meet the criteria, he/she is removed from the program.

The two can be combined in a system which accepts any landlord who makes the pledge into the program, but limits "gold" benefits to landlords who both make the pledge and meet a high standard of performance.

4.2 OFFERING MULTIPLE LOW-COST/NO-COST INCENTIVES

There are many incentives that municipalities can offer landlords which cost the municipality little or nothing. These incentives can be bundled into a package that is made available to all participants in the good landlord program, including.

- Provide access to free one-on-one technical help with specific management or maintenance problems. The municipality can line up a small group of people, including property managers, lawyers, and the like, who agree to be available for a modest amount of time for this program.

- Designate a police officer as an ongoing liaison with landlords, to assist not only in crime-free programs, but with specific problems or concerns.

- Hold regular (monthly or bi-monthly) forums between key municipal officials and landlords where both municipal and landlord concerns can be discussed informally and openly.

- Provide fast-track approval of permits for property improvements.

- Offer free advertising of available rentals on the municipal website and in local newspapers, particularly free weekly merchandising papers.

- Negotiate discounts for good landlords on goods and services at local merchants or from local contractors.

- Provide free or low-cost equipment such as smoke or carbon monoxide detectors, security locks, etc. Municipalities may be able to acquire these in bulk from retailers either as a contribution or at a significantly discounted cost.

- Provide free radon testing.

The specifics of the bundle would vary from municipality to municipality, based on what are seen as the most appealing incentives for landlords, and what is feasible, in terms of availability of volunteers and donation of materials or services.

4.3 DESIGNING FEE STRUCTURES AS INCENTIVES

Municipalities can use the way they charge fees – both general ones and fees specific to rental housing – to act as incentives for responsible rental operations. This can happen in two general ways:

- Offering good landlords reduced fees for fee-charged municipal services, such as building permit fees for property improvements, crime-free housing fee or garbage removal fees.

- Structuring fees associated with rental properties to function as incentives.

While the first is largely self-explanatory, the second can take different forms that may need some discussion.

a. Basic licensing fees

Licensing fees should be kept as low as municipal financial circumstances permit, in order to maximize compliance with the licensing ordinance. They should not be seen as a vehicle for generating municipal general revenue. If feasible, the licensing fee should be no more than the administrative cost of the program, which should most probably not be more than $10/year. Similarly, the basic licensing inspection

should be free if possible, along with the initial follow-up inspection if the property failed to meet the basic licensing requirements. Where fiscal considerations dictate that a fee be charged for the initial inspection, it should be kept as low as possible, and include the initial follow-up inspection in the fee. Substantial fees, however, may be charged for subsequent re-inspections, and penalties charged for failure to qualify for the license.

We do *not* recommend that landlords who fail to comply with licensing requirements be required to vacate their units, unless the property fails to meet basic health and safety standards for occupancy. Such requirements penalize the tenants more than they do the owner. Municipalities should use the fee structure, as described further below, as well as citations and fines, to obtain compliance. Municipalities can also prevent noncompliant landlords from re-renting units that have been vacated.

b. Disproportionate impact fee

A highly creative approach is followed by municipalities in Utah, based on a state enabling law[3] that has two parts:

- Municipalities impose a **disproportionate impact fee** on rental properties. The fee must be determined on the basis of a formal analysis that calculates the cost that rental properties impose for municipal police, fire, and code enforcement compared to the rest of the municipality, and establishes a dollar amount for each unit, known as the disproportionate impact fee, which can vary depending on the type of rental property. This fee can be substantial. The city of West Jordan imposes a fee of $200 per year for single family rental properties, and $70 per unit for multifamily properties.

- Municipalities establish a **good landlord program**. Landlords who qualify for the good landlord program receive a rebate of the disproportionate impact fee except for a modest amount for administrative costs. In West Jordan, $7 per unit is retained by the municipality for administrative costs.

This program is widely used in many Utah municipalities and is credited with significant improvements in the quality of rental housing operations and maintenance. It is critical that any such program be based on a solid, defensible analysis of municipal costs and meet all relevant local legal requirements.

c. Graduated licensing fee

A variation on the licensing fee, which is shown in Table 4, is to add a performance-based fee to the basic fee. Under a performance-based fee:

- Landlords and properties who fail to meet adequate standards would be assessed a supplemental licensing fee for the following year.

- At the end of the year, if the properties improved to a higher category, the landlord would receive a rebate of a portion of the supplemental licensing fee. The rebate could be a standard amount,

[3] The Utah enabling law can be found at Utah Code, Title 10, Chapter 1, Section 203.5 and can be accessed at http://le.utah.gov/code/TITLE10/htm/10_01_020305.htm

or could be based on the degree of improvement.

- Alternatively, the municipality can enact a single licensing fee for all landlords, but adjust the period covered by the fee based on the property category; thus the owner of a category I property would pay the fee once every three or four years, but the owner of a category IV property would pay the (same) fee every six months.

This approach offers landlords a concrete incentive for improving the quality of their operation.

4.4 EXPLORING OTHER POSSIBLE GOOD LANDLORD INCENTIVES

The ideas in this section are offered as additional options to consider, depending on resource availability, policy preferences, legal framework, and appropriateness for the particular municipality.

a. Security deposit guarantee

In less affluent communities, landlords periodically find a prospective tenant who meets all of the requirements for a lease but lacks the funds for the full security deposit. In this program, the municipality provides a guarantee to the landlord of the additional amount the tenant needs to meet the security deposit requirement. Because such a program expands the pool of potential qualified tenants, it is likely to be highly attractive to landlords. While there is no direct cost to the municipality, it does place some amount of public funds at risk.

b. Make qualified landlords eligible to purchase vacant properties owned by the municipality or land bank entity

This supports the goal of increasing the pool of responsible landlords. It is only meaningful, however, if the municipality and/or land bank have an inventory of properties available, which can be offered to landlords by the public sector at prices that are advantageous to landlords without resulting in loss to local governments. There may be some opposition for such an initiative from those who believe that local governments should sell single family properties only to owner-occupants.

V OPPORTUNITIES FOR INTER-MUNICIPAL AND REGIONAL COOPERATION

Most municipalities in most metropolitan areas, particularly in the Northeast and Midwest, are small, both in area and population. They have limited resources, both with respect to the number of professional staff they employ as well as the funds over which they have discretion. While the landlord strategies described in this

short guide can be implemented by individual municipalities, many may benefit from being done either by a number of municipalities pooling their resources or by a regional agency. It may be more cost-effective to have the activity more centralized. In addition, a regional organization may be more likely to have the necessary specialized staff or discretionary seed funds.

Table 4: Potential Roles for Inter-municipal Cooperation and Regional Agencies

SEC.	PROGRAM	POTENTIAL INTER-MUNICIPAL OR REGIONAL ROLE
1	Getting landlords into the system	If municipalities adopt a common ordinance, many operational functions such as mailings and web-based information can be centralized to reduce overhead costs.
	Creating a basic rental housing information system	Municipalities can share an information system, or the system can be maintained by a regional agency, to reduce overhead costs and increase access to qualified personnel.
	Performance-based regulatory system	Assuming that the information system is maintained by a single entity on behalf of multiple municipalities, that entity can do the tracking and classifying of landlords, and provide that information to participating municipalities.
	Creating a list of screened and pre-approved inspectors	This is a service that can be provided by a regional agency for participating municipalities.
2	Create a manual of good landlord practice	A single manual can be developed, either by a regional agency or by an existing high-capacity organization, and adopted (with appropriate municipality-specific inserts) by participating municipalities.
	Create a landlord academy	Since the scope of landlord training varies little if at all from municipality to municipality, and there are clear cost advantages in reaching a larger pool of landlords, this could be done either by a regional agency or by an existing high-capacity organization on behalf of participating municipalities.
	Create a landlord association	This is an activity that might be shared between contiguous municipalities, in order to increase the available pool of landlords, and better manage the administrative requirements of supporting the association.
	Create a registry of qualified property management companies	This is a service that can be provided by a regional agency for participating municipalities.
3	Create a good landlord program	While there are advantages to having municipal programs, it may be desirable for contiguous small municipalities to create a single program to reduce overhead costs.
	Offer multiple low cost incentives	A regional agency may be in a stronger position to package some of the incentives that could be offered in the good landlord program.
	Design fee structures as incentives	If there are municipalities that are interested in pursuing the disproportionate impact fee approach (Section 4.3.b) a regional agency could conduct or commission the impact study that is needed to set the fee. (continued on next page)

Table 4: Potential Roles for Inter-municipal Cooperation and Regional Agencies (Continued)

SEC.	PROGRAM	POTENTIAL INTER-MUNICIPAL OR REGIONAL ROLE
3	Security deposit guarantee	Managing this program could be done by a single entity, either one municipality on behalf of multiple municipalities, or a regional body to reduce administrative and overhead costs.
	Purchase of vacant properties	This could be done through a land bank entity
	Equity protection insurance	If there are municipalities that are interested in pursuing equity protection insurance, a regional agency could conduct or commission the analysis that would be needed to determine whether it would be feasible and its benefits commensurate with its costs. If the study was positive, a regional agency could design a program on behalf of municipalities. Because of the nature of such a program, it is likely to be more cost-effective with a larger pool of properties, suggesting that a multiple-municipality program is to be preferred.

We have noted in different places in this guide some of the areas where inter-municipal or regional cooperation might be desirable. Table 4 above provides a more organized picture, for each of the different programs and initiatives described in the guide, how they might lend themselves to inter-municipal or regional implementation.

VI RESOURCES FOR FURTHER INFORMATION

GENERAL GUIDES

Dealing with Problem Property Owners section of the Building American Cities Toolkit from the Center for Community Progress http://www.communityprogress.net/problem-property-owners-pages-201.php

Alan Mallach (2010). *Meeting the Challenge of Distressed Property Investors in America's Neighborhoods.* Published by the Local Initiatives Support Corporation, available at http://www.lisc.org/docs/publications/102010_Distressed_Property_Investors.pdf

Sarah Treuhaft, Kalima Rose, and Karen Black (2010). *When Investors Buy Up the Neighborhood: Preventing Investor Ownership from Causing Neighborhood Decline.* Published by PolicyLink, available at http://www.fhfund.org/wp-content/uploads/2014/10/WHENINVESTORSBUYUPTHENEIGHBORHOOD.pdf

LANDLORD GUIDES AND MANUALS

Landlord Training Program: Keeping Illegal Activity out of Rental Property. Prepared by Campbell DeLong Resources Inc. for the Bureau of Justice Initiatives, US Department of Justice. Available at http://www.communityprogress.net/filebin/pdf/toolkit/LandlordTrainingProgram_JohnCampbell.pdf

Portland, Oregon, *Landlord Training Program Manual*. This manual and the one from Durham, North Carolina, are both adapted from the Campbell DeLong guidebook to include specific information about state law and local regulations. https://www.portlandoregon.gov/bds/article/96790

Durham, North Carolina, *Landlord Training Program Manual* http://durhamnc.gov/ich/cb/nis/Documents/landlordtrainingmanual.pdf

The Community Investment Corporation in Chicago has developed a Property Management Manual for landlords, which can be downloaded (by chapter) from http://www.cicchicago.com/landlord-resources-training/download-manual-and-forms/

Greater Manchester (UK) Landlord Accreditation Scheme *Code of Standards and Management Practices*. While based on British law and practice, this contains a great deal of information relevant to US communities. http://www.stockport.gov.uk/2013/2998/43251/codeofstandardsandmanagementpractice

HAP Housing, a nonprofit organization based in Springfield, Massachusetts, has developed an excellent comprehensive manual for landlords in Massachusetts. It comes as a CD along with multiple forms and documents, and can be ordered from HAP Housing for $45. Order at http://www.haphousing.org/default/index.cfm/landlords/property-management/

GOOD PRACTICES

The city of Brooklyn Center, Minnesota, operates a well-thought-out, comprehensive rental licensing program, including the performance-based approach described in this guide. http://www.cityofbrooklyncenter.org/index.aspx?nid=316

The state of Utah authorizes municipalities to establish Good Landlord Programs to encourage landlords to maintain and manage their properties responsibly in exchange for a reduction in rental license fees. A "What is the Good Landlord Program?" factsheet can be found at: http://www.communityprogress.net/filebin/pdf/toolkit/UtahHousingCoalition_WhatIsTheGoodLandlordProgram.pdf

The City of Milwaukee runs a strong landlord training program, offering a wide range of courses and materials for landlords. http://city.milwaukee.gov/Landlordtraining#.VTEHWLktGUk

The Community Investment Corporation of Chicago offers a variety of good resources for landlords http://www.cicchicago.com/landlord-resources-training/

CRIME PREVENTION MODELS AND STRATEGIES

Overview of the Crime-Free Rental Housing Program from the International Crime-Free Association
http://www.crime-free-association.org/rental_housing.html

Overview of Crime Prevention through Environmental Design (CPTED) resources
https://www.bja.gov/evaluation/program-crime-prevention/cpted1.html

MATERIALS ON DEFENSIBLE SPACE

Oscar Newman "Defensible Space" 1997. An article describing the defensible space concept and how it was used in the Five Oaks community of Dayton, Ohio.
http://www.nhi.org/online/issues/93/defense.html

Oscar Newman *Creating Defensible Space* 1996. A book published by the U.S. Department of Housing and Urban Development which discusses the concept and creation of defensible space in detail, including case studies from Dayton, Ohio; Yonkers, New York; and New York City.
http://www.huduser.org/publications/pdf/def.pdf

Center for
COMMUNITY
PROGRESS
Vacant Spaces into Vibrant Places

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City of BROOKLYN CENTER

Rental Dwelling License Application

6301 Shingle Creek Parkway, Brooklyn Center, MN 55430
Phone 763-569-3300 Fax 763-569-3494 www.cityofbrooklyncenter.org

Type of Dwelling:

License Fees for Dwelling:
Acct No: license 10100-4205; conversion 10100-4402

_____ Single Family/Townhome ..... $900 ($400 license fee and $500 conversion fee)
_____ Condo $400
_____ Two Family..... $200 per unit (plus $500 conversion fee, if applicable)
_____ Multiple Family _____ # of Buildings _____ # of Units ..... $200/building, plus $18/unit; $450/minimum

Address(es) of Dwelling(s): _____

Complex Name if Multi-Family: _____

Complete name, address, telephone number, e-mail address, and birth date. A company or corporate name is not acceptable (refer to Section 12-903). Use additional sheets if necessary. Information is collected to determine eligibility for license. FAILURE TO PROVIDE INFORMATION REQUESTED MAY RESULT IN DENIAL OF APPLICATION.

Name: _____
Last *First* *Middle*

Address: _____
Street

_____
City *State* *County* ** *Zip Code*

Date of Birth:_____ **E-Mail:**_____

Phone No.:_____ **Cell No.:**_____

The undersigned hereby applies for a Rental Dwelling License and acknowledges receipt of a copy of City Ordinance Chapter 12; acknowledges the provisions of this Ordinance have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned further agrees the subject premises may be inspected by the Compliance Official as provided in Section 12-1001; certifies that he/she is current on the payment of all utility fees, taxes, assessments, fines, penalties, or other financial claims due to the City on the subject premises and on other rental real property in the City that he/she owns; certifies that all tenant leases will contain the Lease Addendum for Crime-Free/Drug-Free Housing; and acknowledges that he/she will submit a Crime Free Housing Program certificate within 120 days of signing this application.

I _____ being first duly sworn, upon his/her oath, deposes and says that he/she is the
print owner's name
person who has executed the foregoing application and that the statements made herein are true of his/her own knowledge and belief.

Notarized Signature of Owner _____**Date:**_____

Notary Public Signature _____**County** _____

Subscribed and sworn to before me this _____ **day of** _____ **20**_____

Number, Type, and Size of Dwelling Units:

A. ___Single Family @_____Sq. Ft. Living Area; _____Bedrooms
B. ___Two Family (Duplex) @_____Sq. Ft. Living Area/Unit; _____Bedrooms
C. ___Townhouse @_____Sq. Ft. Living Area/Unit; _____Bedrooms
D. ___Multiple Dwellings _____Number of dwelling buildings

___Efficiency Units @___Sq. Ft./Unit
___1 Bedroom Units @___Sq. Ft./Unit
___2 Bedroom Units @___Sq. Ft./Unit
___3 Bedroom Units @___Sq. Ft./Unit
___4 Bedroom Units @___Sq. Ft./Unit
_____Total Dwelling Units in Multiple Dwellings

Number of Tenants_____

Caretaker/Property Manager: Provide 24-hour property contact information, including name, address, e-mail address, and telephone number of the Management Company and/or Caretaker/Manager on the premises.

Name:_____

Address:_____

E-Mail:_____

Phone No.:_____ Cell No._____

** **Local Agent:** required if owner lives outside the Minnesota counties of **Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, or Washington.** Provide name, address, e-mail address, telephone number, and **Notarized Signature of Local Agent**

Name:_____

Address:_____

City, State, County, Zip Code:_____

E-Mail Address:_____

Phone No.:_____ Cell No.:_____

Notarized Signature of Local Agent:_____

Subscribed and sworn to before me this:_____ day of _____ 20_____

Notary Public Signature: _____

County:_____ My Commission Expires:_____

Notice to Applicants:

- The Compliance Official must be notified in writing within ten business days of any transfer of legal control and ownership.
- Owners of multiple dwellings must post the license or certificate (Section 12-907) and must maintain an occupancy register (Section 12-909).
- An inspection of your rental property is required. Once the City has received your rental license application and fee, a rental property inspection will be scheduled or you may contact the Building and Community Standards Department to schedule your inspection at 763-569-3344.
- License fees are non-refundable (Section 12-902).

City of Brooklyn Center
MINNESOTA BUSINESS TAX IDENTIFICATION NUMBER

Pursuant to Minnesota Statute 270C.72, subd. 1 Tax Clearance; Issuance of Licenses, the City of Brooklyn Center is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the social security number of each license applicant. Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal, or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest;
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Agreement, the Department of Revenue may supply this information to the Internal Revenue Service;
3. Failure to supply this information may jeopardize or delay the processing of your licensing issuance or renewal application.

Please supply the following information and return along with your application to the City of Brooklyn Center. DO NOT RETURN TO THE DEPARTMENT OF REVENUE.

X License being applied for or renewed:_____

X License renewal date:_____

X* **PERSONAL INFORMATION (if applicable*) Please Print:**

Applicant's Name:_____

Applicant's Address:_____

(Address, City, State, and Zip)

Social Security Number:_____

X* **BUSINESS INFORMATION (if applicable*) Please Print:**

Business Name:_____

Contact Person:_____

Business Address:_____

(Address, City, State, and Zip)

If a Minnesota Tax Identification Number is not required, please explain on the reverse side.

X Federal Tax Identification Number:_____

X Minnesota Tax Identification Number:_____

_____

Signature Position (Officer, Partner, etc.) Date

City of
Brooklyn Center
www.cityofbrooklyncenter.org
6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430-2199
Phone 763.569.3300 TTY/Voice 711 Fax 763.569.3494

RENTAL DWELLING LICENSE APPLICANTS

The following items must be returned for your rental application to be processed:

- ☐ A completed *Rental Dwelling License Application*. If you are a landlord who lives outside of the Twin City service area (Minnesota counties Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, or Washington) a local agent is required. Birth dates are required for legal purposes and no City license can be issued without this information. No Post Office boxes will be accepted without a current owner address. All signatures must be notarized; Notary Public services are available at City Hall – photo identification is required.

- ☐ A completed *Minnesota Business Tax Identification Number*. If you are applying as an individual, you must complete the personal information section and include your social security number. If you are applying as a business, you must complete the business information section and include your Minnesota and Federal tax identification numbers.

- ☐ *Rental License Fee.*
  Single Family Dwelling
  $400
  Two Family Dwelling
  $200 per unit
  Multiple Family Dwelling
  $200—Each Building
  $18—Each Unit
  $450—Minimum Base Fee

- ☐ *A **$500 Conversion Fee** (if applicable).* All owner-occupied single-family or single-family attached dwellings (townhouse, rowhouse, duplex) that are converted to a rental property or a registered residential vacant building reoccupied as a rental property will be charged a one-time conversion fee.

- ☐ A copy of your *Lease Addendum for Crime-Free/Drug-Free Housing*. A copy of the Lease Addendum for Crime-Free/Drug-Free Housing is available on the City website.

- ☐ A copy of your *Crime Free Rental Housing Program Certification*. Within 120 days of submitting your Rental Dwelling License Application, you are required to attend an eight-hour Crime Free Housing Program seminar for all license types except Type I (see enclosed brochure regarding License Types and Crime Free Housing Program). Times and dates for seminars are available through Minnesota Crime Prevention Association at www.mncpa.net or 651-793-1109.

Licensing Division – Deputy City Clerk – 763-569-3308
Brooklyn Center City website – www.cityofbrooklyncenter.org
E-mail – cityclerk@ci.brooklyn-center.mn.us

City of
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LICENSE TYPES AND LICENSE PERIOD

City Code Section 12-910

Licenses will be issued for a time period according to the License Type. The License Type will be based on compliance with property codes as determined during the licensing health and safety inspection and affected by excessive police service calls for the past year.

DIAGRAM I

Licensing Category	Licensing Period	Min. Inspection Frequency	Crime Free Housing	Plans
Type I	3 year	Min. 1 time in 3 years, upon request, or as needed as determined by City	Phase I Recommended	
Type II	2 year	Min. 1 time in 2 years, upon request, or as needed as determined by City	Phase I Required	
Type III	1 year	Min. 1 time per year, upon request, or as needed as determined by City	Phase I, II Required	Action Plan Required
Type IV Provisional	6 months	Min. every 6 months, upon request, or as needed as determined by City, or as otherwise specified by Mitigation Plan	Phase I, II, and III Required	Mitigation Plan Required

New Licenses

Properties that have legally not been required to have a rental license due to new construction or a change from owner-occupied to rental will qualify for a **Type II License**.

Properties found operating without a valid rental license from the City or failing to meet City Code requirements or that have been the subject of enforcement actions such as criminal prosecution or civil penalties for violation of this Chapter, will only qualify for a **Type III License**.

See other side for Crime Free Housing Program

City of
Brooklyn Center
www.cityofbrooklyncenter.org
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CRIME FREE HOUSING PROGRAM

City Code Section 12-914

For the purpose of City Code Chapter 12, the Crime Free Housing Program shall mean the nationally recognized program, unless otherwise indicated. The phases of the program include, but are not limited to, the conditions set forth below.

1. **Phase I.** For license categories other than Type I, an owner, manager, or local agent responsible for the operation of the rental property must complete the Phase I training of the Crime Free Housing Program or a similar course approved by the City Manager. Certification as a rental property manager may also satisfy this requirement. Phase I includes the following:
   a. Attend an eight-hour crime-free housing course presented by police, fire, public housing and others.
   b. Use a written lease including the Minnesota Crime Free Housing Lease Addendum.
   c. Check the criminal background of all prospective tenants and, upon request, provide a copy of Third Party Background Check procedures for Tenants.
   d. Actively pursue the eviction of tenants who violate the terms of the lease and/or the Crime Free Lease Addendum.

2. **Phase II.** Includes Phase I plus the following:
   a. Complete a Security Assessment and complete the security improvements recommended. This phase will certify that the rental property has met the security requirements for the tenant's safety.
   b. Attend a minimum of 25 percent of Owners/Managers Association Meetings.

3. **Phase III.** Includes Phases I and II plus the following:
   a. For properties with more than four units, conduct resident training annually for the residents where crime watch and crime prevention techniques are discussed.
   b. For properties with more than four units, hold regular resident meetings.
   c. Attend a minimum of 50 percent of Owners/Managers Association Meetings.
   d. Have no City Code violations that were not resolved in accordance with compliance orders within the past year.

Crime Free Housing Program
Minnesota Crime Prevention Association
www.mncpa.net 651-793-1109
Visit website or call for training schedule

Owners/Managers Association Meetings
Brooklyn Center City Hall
6301 Shingle Creek Parkway
10 a.m. 2nd Thursday, every other month beginning January
Call to confirm dates and times – 763-569-3330

See other side for License Types and License Period

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Rental License Category Criteria Policy – Adopted by City Council 03-08-10

1. Determining License Categories.

License categories are based on property code and nuisance violations noted during the initial or renewal license inspection or for a category verification inspection, along with excessive validated police service calls occurring over a year. License categories are performance based and more accurately depict the condition of the property and the City costs of service.

2. Fees.

Fee amounts are determined by the costs of the city to license, inspect, monitor and work with the property to ensure category conditions are met. License fees do not include reinspection fees, late fees, charges for criminal or civil enforcement actions, or other penalties.

3. Category Conditions.

The licensee or designated agent must meet the category conditions in the time period specified by the City. A licensee must meet all original conditions required by the License Category, even if a subsequent license category is achieved.

4. License Category Criteria.

a. Property Code and Nuisance Violations.

Property code violation rates will be based on the average number of property code violations per unit identified during the licensing inspection or category verification inspection. Property code violations for purposes of determining licensing categories shall include violations of property code and nuisances as defined in Chapter 12, 19, 7 and other applicable local ordinances. The City may, upon complaints or reasonable concerns that the establishment no longer complies with the license category criteria, perform a category verification inspection to the same standards as the license renewal inspection as indicated below.

Inspections will be conducted in conjunction with established department policies. In cases where 100% of the units are not inspected, the minimum inspection standards will be established as follows:

- At least 75% of units will be inspected for properties with 15 or less units.
- At least 25% of units, to include a minimum of 12 units, will be inspected for properties with 16 or more units.

Property Code and Nuisance Violations Criteria		
License Category (Based on Property Code Only)	**Number of Units**	**Property Code Violations per Inspected Unit**
Type I – 3 Year	1-2 units	0-1
	3+ units	0-0.75
Type II – 2 Year	1-2 units	Greater than 1 but not more than 4
	3+ units	Greater than 0.75 but not more than 1.5
Type III – 1 Year	1-2 units	Greater than 4 but not more than 8
	3+ units	Greater than 1.5 but not more than 3
Type IV – 6 Months	1-2 units	Greater than 8
	3+ units	Greater than 3

b. **Police Service Calls.**

Police call rates will be based on the average number of valid police calls per unit per year. Police incidences for purposes of determining licensing categories shall include disorderly activities and nuisances as defined in Section 12-911, and events categorized as Part I crimes in the Uniform Crime Reporting System including homicide, rape, robbery, aggravated assault, burglary, theft, auto theft and arson.

Calls will not be counted for purposes of determining licensing categories where the victim and suspect are "Family or household members" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (b) and where there is a report of "Domestic Abuse" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (a).

License Category	**Number of Units**	**Validated Calls for Disorderly Conduct Service & Part I Crimes** (Calls Per Unit/Year)
No Category Impact	1-2	0-1
	3-4 units	0-0.25
	5 or more units	0-0.35
Decrease 1 Category	1-2	Greater than 1 but not more than 3
	3-4 units	Greater than 0.25 but not more than 1
	5 or more units	Greater than 0.35 but not more than 0.50
Decrease 2 Categories	1-2	Greater than 3
	3-4 units	Greater than 1
	5 or more units	Greater than 0.50

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Single Family Property Rental Conversion

Adopted by City Council December 8, 2008

What is a rental conversion fee?

A rental conversion fee is a one-time, non-refundable $500 fee that is applied to a non-rental single family or single family attached property when it is converted to a rental property. Prior to rental license application, the property was not being used as a rental property or was illegally used as a rental property without a valid City rental license. The fee is collected at the time of the initial rental license application.

Why is there a rental conversion fee?

The rental conversion fee helps recover some of the following City costs associated with rental property:

- New license setup.
- Additional staff time for first inspections (typically find more violations, a greater need for more education).
- Development of regulation and educational materials for new landlords and tenants, as well as maintaining current information.
- Cost of new license materials.
- City staff time and resources from multiple departments and prosecution costs required to follow up on unlicensed rental properties and/or violations.
- Various costs to maintain IS/IT systems, accommodate additional licenses and workload.

To what types of property does the conversion fee apply?

The rental conversion fee applies to single family, single family attached, and registered vacant properties. Attached houses are considered single family houses as long as the house itself is not divided into more than one housing unit and has an independent outside entrance. A single family house is contained within walls that go from the basement or the ground floor (if there is no basement) to the roof. Townhouses, rowhouses, and duplexes are considered single family attached housing units, as long as there is no household living above another one within the walls that go from the basement to the roof to separate the units.

- Single family houses.
- Single family attached includes a townhome, rowhouse, duplex.
- Registered vacant properties.

Exceptions

- New construction that has not been occupied.
- Condominium buildings with common entrance or stacked housing units.
- Duplex not meeting the definition stated above.
- Properties that have been used for rental property and issued a rental license from the city for the immediate prior owner.

Actions for Noncompliance

A person who does not pay the rental conversion fee as required by City Ordinance is subject to following:

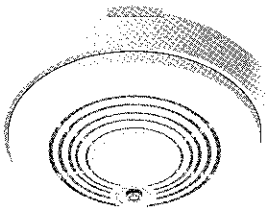
1. Does not qualify for a rental license as required by City Ordinance 12-901.1, and is subject to enforcement actions, and
2. Is in violation of City Ordinance 12-902, and is subject to enforcement actions.

City of BROOKLYN CENTER

Guidelines for Placement of Smoke Alarms and Carbon Monoxide Alarms

Smoke Alarms

- All smoke alarms shall be listed and installed in accordance with the provisions of the National Fire Protection Agency (NFPA) 72 and shall conform to the latest UL standards.
- **Hard wired smoke alarms** shall be installed in all **newly constructed residential homes.** (2003 Minnesota State Fire Code Section 907.2.10.1.2 and 2003 Minnesota State Building Code Section R317.1)
- Install smoke alarms per manufacturer's recommendation.
- Check the date on your smoke alarms to determine how old they are. The NFPA recommends replacing alarms every ten years.
- Check your alarms every month and replace batteries every year.



Carbon Monoxide Alarms

- Carbon monoxide (C O) is a toxic, colorless, odorless gas that is formed as a product of the incomplete combustion of carbon or a carbon compound.
- Poisoning is caused by inhalation of CO. There are many symptoms for CO poisoning including headache, nausea, confusion and shortness of breath.
- State law (299F.50) requires CO detectors be placed in new and existing residential structures. CO effective dates are as follows:
  - January 1, 2007 – All new residential buildings
  - August 1, 2008 – Existing single-family homes
  - August 1, 2009 – Multi-family dwellings
- Code requirements can be found on line at www.fire.state.,mn.us or call 651-201-7200.

Alterations, Repairs or Additions

- When alterations, repairs or additions requiring a permit occur, or when sleeping room(s) are added or created in an existing dwelling, it shall be equipped with smoke alarms located as required for new dwellings.
- The smoke alarms shall be hard wired except when alterations or repairs do not result in the removal of walls or ceilings exposing the structure, unless there is an attic or basement available which could provide access for hard wiring.

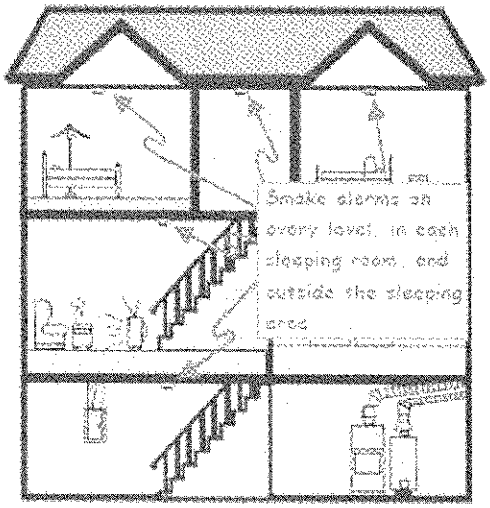
Rental Properties

- Brooklyn Center City Ordinances (Section 5-2043,3) requires that smoke detectors be installed in all rental properties. They shall be located in each sleeping room, outside of each separate sleeping area in the vicinity of the bedrooms and on each level.
- It is the responsibility of the property owner to keep and maintain a maintenance log for smoke detectors. Logs will be checked by the City at the time of the rental license renewal.

Location

The State Building Code states that smoke alarms must be located:

- In each sleeping room
- Outside each sleeping room in the immediate vicinity of the sleeping rooms.
- On each story including basements, but excluding crawl spaces and uninhabitable attics.



Working smoke alarms are essential, but they do not save lives unless everyone knows how to get out of the house safely. The peak time for residential fires is between 10 p.m. and 6 a.m. Make sure everyone knows how to escape when the alarm sounds, whether awake or sleeping at the time. Plan two ways out of each room and a pre-arranged meeting place outside.

LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control **shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises.** "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
2. Resident, any member of the resident's household or a guest or other person under the resident's control **shall not engage in any act intended to facilitate illegal activity**, including drug-related illegal activity, on or near the said premises.
3. Resident or members of the household **will not permit the dwelling to be used for, or to facilitate illegal activity**, including drug-related illegal activity, regardless or whether the individual engaging in such activity is a member of the household.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at **any** locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control **shall not engage in acts of violence or threats of violence**, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** *A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.*

> It is understood and agreed that a **single violation** shall be good cause for termination of the lease. Unless otherwise provided by law, **proof of violation shall not require criminal conviction**, but shall be by the preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

_____ (Resident)

_____ (Resident)

_____ (Resident)

_____ (Resident)

Date Signed:_____

_____ (Management)

Date Signed:_____

Resident(s) acknowledge receipt of this addendum by signature of this document.

- If battery operated systems, maintenance and testing logs required

Electrical/Mechanical/Plumbing

ELECTRICAL
- Properly installed service panel
- Adequate service and outlets, with cover plates on outlets, switches, and junctions
- Intact, functional wiring and fixtures
- Temporary use extension cords not used in lieu of permanent wiring
- Electrical panel accessible, 3 ft clearance

MECHANICAL
- Permanent heating facility must be properly installed/maintained, temporary devices not used as primary heating source
- Heating facilities capable of maintaining dwelling at 68 degrees F or higher
- Fuel-burning appliances/equipment must be connected to approved chimney/flue/vent
- Service records of heating systems may be required

PLUMBING/GAS
- Plumbing installed/maintained to code
- Gas flex connectors must be UL or AGA listed and approved.
- Adequate hot and cold running water to all sinks/tubs
- All drains connected to sanitary sewer
- No "S" traps/flexible style waste lines— waste lines properly installed, vented
- No leaking, defective, obstructed, or unsupported pipes or faucets.
- Unused gas lines capped
- Shutoffs provided where required
- Backflow devices provided where required, including hose bibs and hand-held shower heads
- Faucets minimum 1" above spill lines,

Occupancy

- 150 sq ft of habitable room floor space for first occupant, 100 sq ft each additional occupant
- Occupied sleeping rooms must have proper egress or door openings.
- Basements meet permit construction requirements for light, ventilation, egress, etc prior to habitation

Other

- All areas of dwelling and structures clean, pest-free and in good condition
- Electrical, plumbing, and mechanical work in rental property requires licensed contractor
- Structural alterations require permit
- New dwelling units within existing buildings require zoning approval, plan review, and proper permits prior to habitation
- All required smoke alarms for interior alterations, repairs, or additions must be installed, interconnected, and hard-wired

License Conditions

- Rental license required for all non-owner occupied dwellings
- Leasing requirements must be met including tenant screening, Crime Free Housing Lease Addendum
- The City's License Categories are performance based. The maintenance of rental properties determines the license category, in addition to excessive validated public nuisance police service calls.
- License category conditions must be met in their entirety
- Failure to maintain properties in compliance with city codes may result in reinspection fees, fines, court actions, abatement or license actions.

Contacts

Building & Community Standards
763-569-3330
Rental Inspections, Code Enforcement, Property Maintenance, Vacant Building, Code Issues, Building Permits

Police
Call 911
Emergencies or for Police Officer Assistance

General Police Information, CPTED, Crime Free Housing Program
763-569-3333

Licensing
763-569-3308
Obtain a rental dwelling license application

Fire Department
763-503-3169
Fire Code, Smoke/carbon monoxide alarm info

Some code exceptions may apply depending on the age of structure, number of units, remodels or special circumstances. Please contact the City if you have property code questions.

This brochure contains general information about property code regulations found primarily in City Code Ch 12 and state law. Other regulations and requirements may apply. For more information, visit the City website or City Hall.

Form 03/10

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Residential Rental Property Maintenance Checklist

City of BROOKLYN CENTER

The following information is a guide of common property maintenance items. It is not meant to include all code requirements. Maintaining your rental property in compliance with property maintenance codes is key to protecting your investment, attracting responsible tenants and being a good neighbor.

Exterior

DOORS
- Defect-free, functional, and weather-tight
- Insect and rodent-proof
- Not cracked or broken
- Egress doors safe, functioning locks
- Secure frame, with proper hardware
- Multi-family dwelling unit doors comply with security and fire requirements

EXTERIOR WALLS
- Weathe-tight siding, no deterioration
- Soffit and fascia in good repair
- House numbers at least 4 inches high of contrasting color, visible from roadway

PAINT
- No peeling, chipping, chalking, or deteriorated paint
- Wood surface weather-protected

FOUNDATION
- Structurally sound, properly graded, and free of holes/gaps

ROOF
- Structurally sound, good condition, leak-free; shingles and flashing good condition

GUTTERS/DOWNSPOUTS (if existing)
- Good condition, no obstructions, securely attached to drain water away from structure

CHIMNEY
- Brick/block/stone, mortar, and flue liner in good repair

PORCH/DECKS
- In good repair, with guardrails if over 30" above grade.

STAIRS/STEPS
- In good repair, evenly spaced and securely attached
- Handrails if 4 or more risers
- Snow shoveled at all building exits

YARD
- Proper grading and ground cover
- Grass and weeds cut regularly
- No litter/debris, tires, auto parts, or construction debris in yard
- Firewood neatly stacked, non-rotting, disease free precautions

GARBAGE & RECYCLING
- Proper containers with lids closed
- Proper containment of compost
- Trash/garbage not overflowing
- Refrigerators/freezers for removal have doors taken off or secured
- Trash placed behind front setback except night before and day of pickup

VEHICLE REGULATIONS
- No abandoned, unlicensed, or inoperable or commercial vehicles parked/stored on property
- Vehicles parked on approved parking surfaces in approved locations
- Car repairs (except for minor ones by owner) prohibited on property

Accessory Structures

GARAGES
- In good repair and weather-protected
- Secured with lock(s), not open to trespass
- No broken windows

FENCES
- Well-maintained and weather-protected
- Meets zoning code location requirements

Interior

WALLS & CEILINGS
- Clean and In good repair— no holes, water damage, or chipping, flaking, chalking, or peeling paint
- No loose wallpaper

FLOORS
- Clean and In good repair— no holes or trip hazards
- Structurally sound

HALLWAY/LANDING
- Continuous, grippable, securely attached hand/guardrails required on open sides of landings/stairways 30in or more above grade
- Clear pathway with waterproof flooring

WINDOWS
- Good condition, no broken or cracked glass
- Easily openable, screens provided and in good repair
- Locks required where accessible
- Frame not cracked, peeling or deteriorated

DOORS
- Interior doors operational and good condition.

KITCHEN
- Either ceiling fixture & 2 separate remote outlets or 3 separate remote outlets
- Hot (120 degrees) and cold running water
- Kitchen sink connected to sanitary sewer, with functioning obstruction-free drains
- Cabinets in good repair
- Appliances in good working condition/gas appliances connected w/ approved fittings and connectors
- Stove, refrigerator and other appliances clean, operable and in good repair, including gaskets
- Food preparation and cooking surfaces durable, nonabsorbent, washable, and maintained
- Kitchen may not be used for sleeping

BATHROOM
- Tub/shower, washbasin, and toilet all properly installed, maintained, and in good repair with caulking intact and fully functional
- Faucets min 1" gap above spill line
- Openable window or mechanical venting required
- Hot and cold running water required from each fixture, and fixtures must not leak
- At least one light fixture

SLEEPING ROOMS
- Proper door/egress window to outside, with clear pathway, windows not blocked
- Operable smoke alarms, light, ventilation, egress windows, and window treatments required
- Minimum 70 sq. ft floor space (7' min width)
- Light fixture or outlets available

FIRE PROTECTION
- Clear, safe distance of paint, boxes, rags, or other combustible materials from gas-fired appliances
- Path of egress not blocked by debris, storage, trash, snow/ice, etc.
- Continuous graspable handrails in all stairways, and floor covering secure
- Fire extinguisher provided and serviced where required
- Fire rated doors provided where required, such as attached garages

SMOKE AND CARBON MONOXIDE ALARMS
- All smoke alarms installed per manufacturer's instructions, with working batteries and functional connections. Hard-wired ones properly installed
- At least one located on each level for habitable spaces
- Smoke alarms in sleeping rooms
- All smoke alarms listed and installed according to NFPA72
- Carbon monoxide alarms within 10 feet of each sleeping room, some exceptions for multi-housing units.

BUILDING MAINTENANCE AND OCCUPANCY ORDINANCE – CHAPTER 12

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CHAPTER 12 – BUILDING MAINTENANCE AND OCCUPANCY ORDINANCE

Section 12-101. PURPOSE. The purpose of this Chapter is to protect the public health, safety, and the general welfare of the people of the City. These general objectives include, among others, the following:

1. To protect the character and stability of all buildings and property within the City.

2. To correct and prevent conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying buildings within Brooklyn Center.

3. To provide minimum standards for cooking, heating, and sanitary equipment necessary to the health and safety of occupants of buildings.

4. To provide minimum standards for light and ventilation, necessary to health and safety.

5. To prevent the overcrowding of dwellings by providing minimum space standards per occupant for each dwelling unit.

6. To provide minimum standards for the maintenance of existing buildings, and to thus prevent slums and blight.

7. To preserve the value of land and buildings throughout the City.

With respect to rental disputes, and except as otherwise specifically provided by the terms of this Chapter, it is not the intention of the City Council to intrude upon the fair and accepted contractual relationship between tenant and landlord. The City Council does not intend to intervene as an advocate of either party, nor to act as an arbiter, nor to be receptive to complaints from tenant or landlord that are not specifically and clearly relevant to the provisions of this Chapter. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal sanctions as are available to them without the intervention of City government. Neither in enacting this Chapter is it the intention of the City Council to interfere or permit interference with legal rights to personal privacy.

Section 12-102. APPLICABILITY OF ORDINANCE. Every building, as well as its premises, and all occupied premises within Brooklyn Center shall conform to the requirements of this Chapter, irrespective of when such building may have been constructed, altered, or repaired.

Section 12-201. DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of this Chapter where not otherwise defined within a Section:

1. Approved – acceptable to the jurisdiction having authority and meeting all applicable Codes.

2. Accessory structure – a structure subordinate to the main or principal building that is not used nor authorized to be used for living or sleeping by human occupants and that is located on or partially on the premises.

3. Building – any structure used or intended for supporting or sheltering any use or occupancy.

4a. Compliance Official – the City Manager and the Manager's designated agents authorized to administer and enforce this Chapter.

4b. Disorderly activities – any activities listed in Section 12-911.

5. Dwelling – a building, or portion thereof, designed or used predominantly for residential occupancy of a continued nature, including one-family dwellings, two-family dwellings, and multiple family dwellings; but not including hotels and motels.

6. Dwelling unit – a single residential accommodation that is arranged, designed, used or, if vacant, intended for use exclusively as a domicile for one family. Where a private garage is structurally attached, it shall be considered as part of the building in which the dwelling unit is located.

7. Family – any of the following definitions shall apply:

–Persons related by blood, marriage, or adoption, together with their domestic servants or gratuitous guests, maintaining a common household in a dwelling unit;

–Group or foster care of not more than six (6) wards or clients by an authorized person or persons, related by blood, marriage, or adoption, together with their domestic servants or gratuitous guests, all maintaining a common household in a dwelling unit approved and certified by the appropriate public agency;

–A group of not more than five (5) persons not related by blood, marriage or adoption maintaining a common household in a dwelling unit.

8. Flush water closet – an approved toilet, with a bowl and trap made in one piece that is connected to the City water and sewer system or other approved water supply and sewer system.

9. Garbage – putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.

10. Habitable building – any building or part thereof that meets minimum standards for use as a home or place of abode by one or more persons.

11. Habitable room – a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements, (those without required ventilation, required electric outlets and required exit facilities), pantries, utility rooms of less than 50 square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces, and workshops, hobby and recreation areas in parts of the structure below ground level or in attics.

12. Heated water – water heated to a temperature of not less than 120 degrees Fahrenheit, or such lesser temperature required by government authority, measured at faucet outlet.

13. Kitchen – a space that contains a sink with counter working space, adequate space for installing cooking and refrigeration equipment, and adequate space for the storage of cooking utensils.

14. Multiple family dwelling – a dwelling or portion thereof containing three or more dwelling units.

15. Nonresidential building – all buildings or structures other than dwellings or dwelling units.

16. Occupant – any person (including owner or operator) occupying any structure, building or part thereof, dwelling, dwelling unit, rooming unit, or premise.

17. Operator – the owner or agent who has charge, care, control, or management of a building or part thereof.

18. Owner – a person, agent, firm, or corporation having a legal or equitable interest in the property. In any corporation or partnership, the term owner includes general partners and corporate officers.

19. Permissible occupant load – the maximum number of persons permitted to occupy a building or space within a building.

20. Person – an individual, firm, partnership, association, corporation or joint venture or organization of any kind.

21. Plumbing – all of the following supplied facilities and equipment in a building: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and any other similar fixtures and the installation thereof, together with all connections to water, sewer and gas lines.

22. Premises – a platted lot or part thereof or unplatted parcel of land, either unoccupied or occupied by any structure thereon.

23. Public corridor – a hall, corridor or passageway for providing egress from an occupied area to a public way and not within the exclusive control of one occupant.

24. Refuse – all putrescible and nonputrescible waste solids including garbage and rubbish.

25. Reinspection – a follow-up inspection that is a) conducted to determine if a Code violation has been corrected; b) needed because a licensee, owner, or other responsible party fails to attend a scheduled inspection; c) needed because a scheduled inspection does not occur or is prevented due to any act of a licensee, owner, or responsible party; or d) any inspection other than the initial inspection for a license application where one or more violations are found.

26 Rental dwelling – the term "rental dwelling" means any occupied dwelling or dwelling unit that is not occupied by the owner of record regardless of compensation. The term includes any dwelling or dwelling unit occupied by a relative of the owner.

27. Repair – to restore to a sound and acceptable state of operation, serviceability or appearance.

28. Rodent harborage – any place where rodents can live, nest, or seek shelter.

29. Rooming unit – any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.

30. Rubbish – nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery and similar materials.

31. Safety – the condition of being reasonably free from danger and hazards that may cause accidents or disease.

32. Single family attached – includes a townhome, rowhouse, duplex, or similar dwelling unit.

33. Structure – that is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

34. Substandard dwelling – any dwelling that does not conform to the minimum standards established by City Ordinances.

35. Supplied – paid for, furnished by, provided by or under the control of the owner, operator, or agent of a building.

36. Tenant – any person occupying any dwelling or having possession of a space within a dwelling who has the legal right to occupy the dwelling unit, where a legal owner does not reside.

37. Meaning of certain words – whenever the words "dwelling", "dwelling unit", "premises", "building", or "structure" are used in this Chapter, they shall be construed as though they were followed by the words "or any part thereof".

Section 12-301. RESPONSIBILITIES OF OWNERS AND OCCUPANTS. No owner or other person shall occupy or let another person occupy any building, unless it and the premises are clean, sanitary, fit for human occupancy, and comply with all applicable legal requirements of the State of Minnesota and the City of Brooklyn Center, including the following requirements.

Section 12-302. MAINTENANCE OF SHARED OR PUBLIC AREAS. Every owner of a building shall maintain in a clean, sanitary and safe condition, the shared or public areas of the building and premises thereof.

Section 12-303. MAINTENANCE OF OCCUPIED AREAS. All occupants of a building, shall maintain in a clean, sanitary and safe condition that part or those parts of the building, and premises thereof that she/he occupies and controls.

Section 12-304. STORAGE AND DISPOSAL OF RUBBISH. All occupants of a building, shall store and dispose of all their rubbish in a clean, sanitary, and safe manner as prescribed by Chapter 7 of the City Code of Ordinances.

Section 12-305. STORAGE AND DISPOSAL OF GARBAGE. All occupants of a building, shall store and dispose of all their garbage and any other organic waste that might provide food for insects and/or rodents in a clean, sanitary, and safe manner as prescribed by Chapter 7 of the City Code of Ordinances.

Section 12-306. RESPONSIBILITY FOR STORAGE AND DISPOSAL OF GARBAGE, RUBBISH, AND RECYCLABLE MATERIALS. Every owner of a multiple family dwelling or nonresidential building shall supply facilities for the sanitary and safe storage and disposal of rubbish and garbage. In the case of single- or two-family dwellings, it shall be the responsibility of the occupant to furnish such facilities. Every owner of a multifamily dwelling containing more than eight units must comply with the requirements of Section 7-113 of the City Code of Ordinances.

Section 12-307. RESPONSIBILITY FOR STORM AND SCREEN DOORS AND WINDOWS. The owner of a rental dwelling unit shall be responsible for providing and hanging all screens and storm doors and storm windows whenever the same are required under the provisions of this Chapter, except where there is written agreement otherwise between the owner and occupant.

Section 12-308. RESPONSIBILITY FOR PEST EXTERMINATION. Every occupant of a dwelling containing a single dwelling unit or an occupant of a nonresidential building containing a single unit shall be responsible for the extermination of vermin infestations and/or rodents on the premises. Every occupant of a dwelling unit in a dwelling containing more than one dwelling unit or an occupant of a nonresidential building containing more than one unit shall be responsible for such extermination whenever their unit is the only one infested. However, whenever infestation is caused by the failure of the owner to maintain a building in a reasonable rodent-proof or reasonable vermin-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the units in any building, extermination thereof shall be the responsibility of the owner. Whenever extermination is the responsibility of the owner, the extermination must be performed by a licensed pest control contractor.

Section 12-309. RODENT HARBORAGES PROHIBITED IN OCCUPIED AREAS. No occupant of a building shall accumulate boxes, lumber, scrap metal, or any other similar materials in a manner that may provide a rodent harborage in or about any dwelling unit or building. Stored materials shall be stacked neatly.

Section 12-310. RODENT HARBORAGES PROHIBITED IN PUBLIC AREAS. No owner of a building shall accumulate or permit the accumulation of boxes, lumber, scrap metal, or any other similar materials in a manner that may provide a rodent harborage in or about shared or public areas of a building or its premises. Materials stored by the owner or permitted to be stored by the owner shall be stacked neatly.

Section 12-311. PREVENTION OF FOOD FOR RODENTS. No owner or occupant of a building shall store, place, or allow to accumulate any materials that may serve as food for rodents in a site accessible to rodents.

Section 12-312. SANITARY MAINTENANCE OF FIXTURES AND FACILITIES. Every occupant of a building shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

Section 12-313. MINIMUM HEATING CAPABILITY AND MAINTENANCE. In every dwelling unit or rooming unit when the control of the supplied heat is the responsibility of a person other than the occupant, a temperature of at least 68 degrees Fahrenheit, or such lesser temperature required by government authority, shall be maintained at a distance of three feet above the floor and three feet from exterior walls in all habitable rooms, bathrooms, and water closet compartments from September through May. Nonresidential buildings shall meet State of Minnesota regulations and statute requirements.

Section 12-314. REMOVAL OF SNOW AND ICE. Every occupant of a dwelling containing a single dwelling unit, and the owner of a multiple family dwelling or a nonresidential building shall be responsible for the removal of snow and ice from parking lots, driveways, steps, and walkways on the premises. Individual snowfalls of three inches or more, or successive snowfalls accumulating to a depth of three inches, shall be removed from parking lots and driveways within 24 hours after cessation of the snowfall. Individual snowfalls of one inch or more, or successive snowfalls accumulating to a depth of one inch, shall be removed from steps and walkways within eight hours after cessation of the snowfall.

Section 12-315. MINIMUM EXTERIOR LIGHTING. The owner of a building shall be responsible for providing and maintaining effective illumination in all exterior parking lots and walkways.

Section 12-316. MAINTENANCE OF DRIVING AND PARKING AREAS. The owner of a building shall be responsible for providing and maintaining in good condition paved and delineated parking areas and driveways for tenants consistent with Chapter 35 of the City Code of Ordinances.

Section 12-317. MAINTENANCE OF YARDS. The owner of a building shall be responsible for providing and maintaining premises' yards consistent with Section 12-711.

Section 12-401. MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES. No person shall occupy as owner, occupant, or let to another for occupancy any dwelling or dwelling unit, for the purposes of living, sleeping, cooking, and eating therein, that does not comply with the following requirements.

Section 12-402. KITCHEN FACILITIES. Every dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked and which shall have adequate circulation area, and that shall be equipped with the following:

1. An approved kitchen sink that is in good working condition and properly connected to an approved water supply system and that provides at all times an adequate amount of heated and unheated running water under pressure, and that is connected to an approved sewer system.

2. Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment, and utensils and of food that does not require refrigeration for safekeeping; and a counter or table for food preparation. Said cabinets and/or shelves and counter or table shall be adequate for the permissible occupancy of the dwelling unit and shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.

3. A stove or similar device for cooking food, and a refrigerator or similar device for the safe storage of food at or below 40 degrees Fahrenheit, that are properly installed with all necessary connections for safe, sanitary and efficient operation. Provided that such stove, refrigerator, or similar devices need not be installed when a dwelling unit is not occupied and when the occupant is expected to provide same on occupancy, in which case sufficient space and adequate connections for the installation and operation of said stove, refrigerator or similar device must be provided.

Section 12-403. TOILET FACILITIES. Within every dwelling unit there shall be a nonhabitable room that is equipped with an approved flush water closet in good working condition. In a rental dwelling unit, such room shall have an entrance door that affords privacy. Said flush water closet shall be equipped with easily cleanable surfaces, shall be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the water closet to be operated properly, and shall be connected to an approved sewer system.

Section 12-404. LAVATORY SINK. Within every dwelling unit there shall be an approved lavatory sink. Said lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be located in close proximity to the door leading directly into the room in which said water closet is located. The lavatory sink shall be in good working condition and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated running water under pressure, and shall be connected to an approved sewer system.

Section 12-405. BATHTUB OR SHOWER. Within every dwelling unit there shall be a nonhabitable room that is equipped with an approved bathtub or shower in good working condition. In a rental dwelling unit, such room shall have an entrance door that affords privacy. Said bathtub or shower may be in the same room as the flush water closet, or in another room, and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated water under pressure, and shall be connected to an approved sewer system.

Section 12-406. STAIRWAYS, PORCHES AND BALCONIES. Every stairway, inside or outside of a dwelling and every porch or balcony, shall be kept in safe condition and sound repair. Stairs and handrails shall conform to the Uniform Building Code standards. Every deck, porch and balcony that is 30 inches or more above grade shall have a guardrail that conforms to the Uniform Building Code standards. Every handrail and guardrail shall be firmly fastened and maintained in good condition. No flight of stairs shall have settled out of its intended position or have pulled away from the supporting or adjacent structures enough to cause a hazard. No flight of stairs shall have rotting, loose, or deteriorating supports. Excepting spiral and winding stairways, the treads and risers of every flight of stairs shall be uniform in width and height. Stairways shall be capable of supporting a live load of 100 pounds per square foot of horizontal projection.

Section 12-407. ACCESS TO DWELLING UNIT. Access to or egress from each dwelling unit shall be provided without passing through any other dwelling unit.

Section 12-408. DOOR LOCKS. No owner shall occupy nor let to another for occupancy any dwelling or dwelling unit unless all exterior doors of the dwelling or dwelling unit are equipped with safe, functioning locking devices. Multiple family dwellings shall be furnished with door locks as follows:

1. For the purpose of providing a reasonable amount of safety and general welfare for persons occupying multiple family dwellings constructed after May 5, 1969, an approved security system shall be maintained for each multiple family building to control access. The security system shall consist of locked building entrance or foyer doors, and locked doors leading from hallways into individual dwelling units. Dead-latch type door locks shall be provided with lever knobs (or doorknobs) on the inside of building entrance doors and with key cylinders on the outside of building entrance doors. Building entrance door latches shall be of types that are permanently locked from the outside and permanently unlocked from the inside.

2. Every door that is designed to provide ingress or egress for a dwelling unit within a multiple family building shall be equipped with an approved lock that has a deadlocking bolt that cannot be retracted by end pressure, provided, however, that such door shall be openable from the inside without the use of a key or any special knowledge or effort.

Section 12-501. MINIMUM STANDARDS FOR LIGHT AND VENTILATION. No person shall occupy as owner, occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, that does not comply with the following requirements.

Section 12-502. HABITABLE ROOM LIGHT AND VENTILATION. Except where there is supplied some other device affording adequate ventilation and approved by the Compliance Official, every habitable room shall have at least one window facing directly outdoors that can be opened easily. The minimum total of openable window area in every habitable room shall be the greater of 10% of the floor area of the room or ten square feet. One half of the required window area shall be openable.

Section 12-503. NONHABITABLE ROOM VENTILATION. Every bathroom and water closet compartment, and every laundry and utility room shall contain at least 50% of the ventilation requirement for habitable rooms contained in Section 12-502, except that no windows shall be required if such rooms are equipped with a ventilation system that is approved by the Compliance Official.

Section 12-504. ELECTRIC SERVICE, OUTLETS AND FIXTURES. Every dwelling unit and all public and common areas shall be supplied with electric service, functioning overcurrent protection devices, electric outlets, and electric fixtures that are properly installed, maintained in good and safe working conditions, and connected to a source of electric power in a manner prescribed by the Ordinances, rules and regulations of the City of Brooklyn Center and by the laws of the State of Minnesota. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:

1. Dwellings containing one or two dwelling units shall have at least the equivalent of 60-ampere, three-wire electric service per dwelling unit.

2. Dwelling units shall have at least one branch electric circuit for each 600 square feet of dwelling unit floor area.

3. Every habitable room shall have at least one floor or wall-type electric convenience outlet for each 60 square feet or fraction thereof of total floor area, and in no case less than two such electric outlets provided, however, that one ceiling or wall-type light fixture may be supplied in lieu of one required electric outlet.

4. Every water closet compartment, bathroom, kitchen, laundry room, and furnace room shall contain at least one supplied ceiling or wall-type electric light fixture and every bathroom, kitchen, and laundry room shall contain at least one electric convenience outlet.

5. Every public corridor and stairway in every multiple family dwelling shall be adequately lighted by natural or electric light at all times at one foot candle at floor level, so as to provide effective illumination in all parts thereof. Every public corridor and stairway in structures containing not more than two dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system that may be turned on when needed, instead of full-time lighting.

6. A convenient switch or equivalent device for turning on a light in each dwelling unit shall be located near the point of entrance to such unit.

Section 12-601. MINIMUM THERMAL STANDARDS. No person shall occupy as owner, or occupant, or let to another for occupancy, any building or portion thereof, that does not have heating facilities that are properly installed, and that are maintained in safe and good working condition, and that are capable of safely and adequately heating all habitable rooms, bathroom, and water closet compartments in every dwelling unit located therein to a temperature of at least 68 degrees Fahrenheit, or such lesser temperature required by government authority, at a distance of three feet above floor level and three feet from exterior walls. Gas or electric appliances designed primarily for cooking or water heating purposes shall not be considered as heating facilities within the meaning of this Section. Portable heating equipment employing flame and the use of liquid fuel does not meet the requirements of this Section and is prohibited. No owner or occupant shall install, operate or use a space heater employing a flame that is not vented outside the structure in an approved manner.

Section 12-701. GENERAL REQUIREMENTS. No person shall occupy as owner, or occupant, or let to another for occupancy, any building or portion thereof that does not comply with the following requirements, unless specifically exempt.

Section 12-702. FOUNDATIONS, EXTERIOR WALLS AND ROOFS. The foundation, exterior walls, and exterior roof shall be substantially water tight and protected against vermin and rodents and shall be kept in sound condition and repair. The foundation element shall adequately support the building at all points. Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting boards or timbers, and any other condition that might admit rain or dampness to the interior portion of the walls or to the exterior spaces of the building. The roof shall be tight and have no defects that admit rain, and roof drainage shall be adequate to prevent rain water from causing dampness in the walls. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. If the exterior surface is unpainted or determined by the Compliance Official to be paint blistered, the surface shall be painted. If the exterior surface of the pointing of any brick, block or stone wall is loose or has fallen out, the surface shall be repaired.

Section 12-703. WINDOWS, DOORS AND SCREENS. Every window, exterior door, and other exterior openings shall be substantially tight and shall be kept in sound condition and repair. Every window, other than a fixed window or storm window, shall be capable of being easily opened. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction as to completely exclude rain, wind, vermin and rodents from entering the building. Every openable window shall be supplied with 16-mesh screens during the insect season, and shall be equipped with an approved lock if located less than six feet above adjacent grade.

Section 12-704. FLOORS, INTERIOR WALLS AND CEILINGS. Every floor, interior wall, and ceiling shall be adequately protected against the passage and harborage of vermin and rodents, and shall be kept in sound condition and good repair. Every floor shall be free of loose, warped, protruding or rotted flooring materials. Every interior wall and ceiling shall be free of holes and large cracks and loose plaster and shall be maintained in a tight, weatherproof condition. Toxic paint and materials with a lasting toxic effect shall not be used. The floor of every toilet room, bathroom, and kitchen shall have a smooth, hard, nonabsorbent surface and shall be capable of being easily maintained in a clean and sanitary condition.

Section 12-705. RODENT PROOF. Every structure and the premises upon which it is located shall be maintained in a rodent-free and rodent-proof condition. All openings in the exterior walls, foundations, basements, ground or first floors, and roofs that have a 1/2" diameter or larger opening shall be rodent-proofed in an approved manner. Interior floors or basements, cellars and other areas in contact with the soil shall be paved with concrete or other rodent impervious material.

Section 12-706. FENCE MAINTENANCE. All fences shall consist of metal, wood, masonry, or other decay resistant material. Fences shall be maintained in good condition both in appearance and in structure. Wood material, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives. Paint shall be maintained consistent with Section 12-702.

Section 12-707. ACCESSORY STRUCTURE MAINTENANCE. Accessory structures or buildings shall be structurally sound and maintained in good repair and appearance. The exterior of such structures shall be made weather resistant through the use of decay-resistant materials such as paint or other preservatives. Paint shall be maintained consistent with Section 12-702.

Section 12-708. SAFE BUILDING ELEMENTS. Every foundation, roof, floor, exterior and interior wall, ceilings, inside and outside stair, every porch and balcony, and every appurtenance thereto, shall be safe to use and capable of supporting loads required by the occupancy.

Section 12-709. FACILITIES TO FUNCTION. Every supplied facility, piece of equipment or utility required under the City Code of Ordinances and every chimney and flue shall be installed and maintained and shall function effectively in a safe, sound, and working condition.

Section 12-710. GRADING AND DRAINAGE. During the period May through October every yard, court, passageway, and other portions of the premises on which a building stands shall be graded and drained so as to be free of standing water that constitutes a detriment to health and safety.

Section 12-711. YARD COVER. Every yard of a premises on which a building stands shall be provided with lawn or combined ground cover of vegetation, garden, hedges, shrubbery, and related decorative materials and such yard shall be maintained consistent with prevailing community standards. Nonresidential sites shall be maintained in accordance with an approved City landscape plan and shall be supplied with an irrigation system.

Section 12-712. DISCONTINUANCE OF SERVICE OR FACILITIES. No owner, operator, or occupant shall cause any service, facility, equipment or utility that is required under this Chapter, to be removed from or shut off from or discontinued for any occupied building or portion thereof, except for such temporary interruptions as may be necessary while actual repairs or alterations are in process, or during temporary emergencies.

Section 12-713. SCREENING. All outside trash disposal facilities, recycling containers, and outside or rooftop mechanical equipment shall be screened from view by an opaque fence or wall high enough to completely screen the equipment.

Section 12-801. MAXIMUM DENSITY, MINIMUM SPACE, USE AND LOCATION REQUIREMENTS. No person shall occupy nor permit or let to be occupied any dwelling or dwelling unit for the purpose of living therein, that does not comply with the following requirements.

Section 12-802. PERMISSIBLE OCCUPANCY OF DWELLING UNIT. With the exception of owners occupying a dwelling unit prior to June 1, 1975, the maximum permissible occupancy of any dwelling unit shall be determined as follows:

1. For the first occupant, 150 square feet of habitable room floor space and for every additional occupant thereof, at least 100 square feet of habitable room floor space.

2. In no event shall the total number of occupants exceed two times the number of habitable rooms, less kitchen, in the dwelling unit.

Section 12-803. ONE FAMILY PER DWELLING UNIT. Not more than one family, except for temporary guests, shall occupy a dwelling unit.

Section 12-804. MINIMUM CEILING HEIGHT. In order to qualify as habitable, rooms shall have a clear ceiling height of not less than seven feet, six inches, except that in attics or top-half stories used for sleeping, study, or similar activities, the ceiling height shall be not less than seven feet six inches over at least one-half of the floor area. In calculating the floor area of such rooms in attics or top-half stories, only those portions of the floor area of the room having a clear ceiling height of five feet or more may be included.

Section 12-805. ACCESS THROUGH SLEEPING ROOMS AND BATHROOMS. No dwelling unit built after 1940 and containing two or more sleeping rooms shall have a room arrangement such that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be gained only by going through another sleeping room, nor shall the room arrangement be such that access to a sleeping room can be gained only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement or cellar or to the exterior of any dwelling unit.

Section 12-900. PURPOSE. It is the purpose of this Chapter to assure that rental housing in the City is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of rental residential properties is a business enterprise that entails certain responsibilities. Operators are responsible to take such reasonable steps as are necessary to assure that the citizens of the City who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from noise, nuisances or annoyances; free from unreasonable fears about safety of persons and security of property; and suitable for raising children.

Section 12-901. LICENSING OF RENTAL UNITS.

1. License Required.

   a. No person shall operate a rental dwelling without first having obtained a license to do so from the City of Brooklyn Center. A license will be granted as Type I, Type II, Type III, or Type IV Provisional based on criteria recommended by the City Manager and approved by the City Council.

   b. Exceptions. No license shall be required under the following circumstances:

      1) A single family dwelling or a dwelling unit in a duplex occupied by the building owner for a minimum of six months per calendar year.

      2) Rented rooms within an owner occupied dwelling unit.

      3) A residential property owned by a "snowbird" where the property is rented to another person for a period of less than 120 consecutive days while the owner is residing out of the State of Minnesota. The owner must occupy the property during the remainder of the year.

      4) Unoccupied dwelling units that have been issued a Vacant Building Registration.

2. License Term. Licenses will be issued for a time period according to the license type as indicated in Diagram I. All licenses may be reviewed at any time after the beginning of the license term to determine whether the property continues to have the appropriate Type license.

Diagram I

Licensing Category	Licensing Period	Min. Inspection Frequency	Crime Free Housing	Plans
Type I	3 year	Min. 1 time in 3 years, upon request, or as needed as determined by City	Phase I Recommended	
Type II	2 year	Min. 1 time in 2 years, upon request, or as needed as determined by City	Phase I Required	
Type III	1 year	Min. 1 time per year, upon request, or as needed as determined by City	Phase I, II Required	Action Plan Required
Type IV Provisional	6 months	Min. every 6 months, upon request, or as needed as determined by City, or as otherwise specified by Mitigation Plan	Phase I, II, and III Required	Mitigation Plan Required

3. New Licenses. Properties that have legally not been required to have a rental license due to new construction or a change from owner-occupied to rental will qualify for a Type II License. Properties found operating without a valid rental license from the City or failing to meet City Code requirements or that have been the subject of enforcement actions such as criminal prosecution or civil penalties for violation of this Chapter, will only qualify for a Type III License.

4. License Renewals. All rental properties are subject to review and may be required to apply and qualify for a different license Type based on the level of compliance with City Codes and applicable regulations.

5. Failure to Meet License Category Requirements. At any time during a license period, if a rental property does not meet or exceed the criteria established for the current license Type, the license may be brought forth to the City Council for consideration of license suspension, revocation, and/or license Type review.

6. Type IV Provisional Licenses. Rental properties under Type IV Provisional Licensing must meet the requirements set forth in Section 12-913.

7. License Category Criteria.
License type will be determined on the basis of established criteria based on Police incidents and property Code and nuisance violations as recommended by the City Manager and approved by the City Council.

a. Police Incidents. Frequency of police calls will be based on the average number of valid police calls per unit. Police incidences for purposes of determining licensing categories shall include disorderly activities and nuisances as defined in Section 12-911 and events categorized as Part I crimes in the Uniform Crime Reporting System including homicide, rape, robbery, aggravated assault, burglary, theft, auto theft, and arson. Calls will not be counted for purposes of determining licensing categories where the victim and suspect are "Family or household members" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (b) and where there is a report of "Domestic Abuse" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (a).

b. Property Code and Nuisance Violations. Standards for property maintenance will be based on compliance with City and other applicable Codes as determined through inspections and investigations.

8. License Process and Renewal.

a. License renewals shall be filed at least 90 days prior to the license expiration date. Within two weeks of receipt of a complete application and of the license fee required by Section 12-902, the Compliance Official shall schedule an inspection.

b. No application for an initial license shall be submitted to the City Council until the Compliance Official has determined that all life, health safety violations, or discrepancies have been corrected. In cases where a weather deferral for repairs has been granted by the Compliance Official, the license may be brought forward for consideration of granting a license conditioned on completing repairs.

c. Incomplete Applications or Process. If the license application is incomplete, or the applicant does not meet the requirements of the licensing process within 120 days of the submittal date, the application will be canceled.

9. Condition of License. Licensees with three or more units must be current on the payment of all utility fees, taxes, assessments, fines, penalties, or other financial claims due to the City on the licensed property and any other rental real property in the City owned by the license holder at all times. Licensees with less than three units must be current on the payment of all utility fees, taxes, assessments, fines, penalties, or other financial claims due to the City on the licensed property and any other rental real property in the City owned by the license holder prior to issuance or renewal of a license. In the event a suit has been commenced under Minnesota Statutes, Section 278.01-278.03, questioning the amount or validity of taxes, the City Council may on application waive strict compliance with this provision; no waiver may be granted, however, for taxes or any portion thereof that remain unpaid for a period exceeding one (1) year after becoming due.

Section 12-902. LICENSE FEES. License fees, as set forth by City Council resolution, shall be due 90 days prior to the license expiration date; in the cases of new unlicensed dwellings, license fees shall be due at the time of application.

1. Residential Rental Conversion Fee. When a residential single family home or single family attached property is converted to a rental property, the owner or applicant shall pay a conversion fee as established by City Council resolution. The rental conversion fee also applies to residential properties registered as vacant properties.

2. License Fees, Delinquent Payments. A delinquency penalty of 5% of the license fee for each day of operation without a valid license shall be charged operators of rental dwellings. Once issued, a license is nontransferable and the licensee shall not be entitled to a refund of any license fee. Upon revocation or suspension or if the applicant withdraws an application, or in the case of an incomplete application or process, or if an application is canceled, the fee is nonrefundable.

3. Reinspection Fees. All reinspection fees are set by City Council resolution. If the reinspection is being performed as part of the licensing process, fees must be paid prior to the time of license issuance or renewal for the property, in the case of rental housing and at the time of recertification of occupancy for nonresidential properties. If a reinspection fee or any portion is not paid within 60 days after billing, or within 60 days after any appeal becomes final, the City Council may certify the unpaid cost against the property in accordance with the process set forth in Section 19-105 of this Code.

Section 12-903. OWNER OR AGENT TO APPLY. License application or renewal shall be made by the owner of rental units or the owner's legally constituted agent. Application forms may be acquired from and subsequently filed with the Compliance Official. The applicant shall supply:

1. First, middle (if any), and last name, address, date of birth, telephone number and e-mail address of dwelling owner, owning partners if a partnership, corporate officers if a corporation.

2. Name, address, telephone number, and e-mail address of designated local agent, if any.

3. Name, address, and telephone number of vendee, if the dwelling is being sold through a contract for deed.

4. Legal address of the dwelling.

5. Number of dwelling units within the dwelling.

6. Description of procedure through which tenant inquiries and complaints are to be processed.

7. Status of utility fees, property taxes, and other assessments on the dwelling and other rental real property in the city owned by the applicant.

8. The number of tenants.

9. The legal name of the designated local agent.

10. At least one 24-hour property contact information for an available property owner, local agent, or other designated responsible agent.

11. Any other information as requested by the City.

Every person holding an operating license shall give notice in writing to the Compliance Official within ten business days after any change of this information. Depending on the nature of changes, the City may require a new property inspection. Notice of transfer of ownership shall be as described in Section 12-908.

Section 12-904. LOCAL AGENT REQUIRED.

1. Local Agent. No operating license shall be issued or renewed for a nonresident owner of rental dwelling units (one who does not reside in any of the following Minnesota counties: Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, or Washington) unless such owner designates in writing to the Compliance Official the name of the owner's local agent (one who does reside in any of the following Minnesota counties: Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, or Washington) who is responsible for maintenance and upkeep and who is legally constituted and empowered to receive service of notice of violation of the provisions of the City Code of Ordinances, to receive orders and to institute remedial action to effect such orders and to accept all service or process pursuant to law. The Compliance Official shall be notified in writing of any change of resident agent.

2. Responsibility for Acts of Manager, Operator, or Local Agent. Licensees are responsible for the acts or omissions of their managers, operators, local agent, or other authorized representative.

Section 12-905. CONFORMANCE TO LAWS. No operating license shall be issued or renewed unless the rental dwelling and its premises conform to the Code of Ordinances of Brooklyn Center and the laws of the State of Minnesota.

Section 12-906. LICENSE INSPECTION REQUIRED. No operating license shall be issued or renewed unless the owner of rental units agrees in his application to permit inspections pursuant to Section 12-1001.

Section 12-907. POSTING OF LICENSE. Every licensee of a rental dwelling with more than four units shall conspicuously post the current license certificate in the main entryway or other conspicuous location. For rental dwellings of four or fewer units, the licensee must provide a copy of the license certificate to each tenant by attaching a copy to the tenant's copy of the executed lease agreement.

Section 12-908. LICENSE NOT TRANSFERABLE. No operating license shall be transferable to another person or to another rental dwelling. Every person holding an operating license shall give notice in writing to the Compliance Official within ten (10) business days after having legally transferred or otherwise disposed of the legal control of any licensed rental dwelling. Such notice shall include the name and address of the person succeeding to the ownership or control of such rental dwelling or dwellings.

Section 12-909. OCCUPANCY REGISTER REQUIRED.

1. Every owner of a licensed rental dwelling shall keep, or cause to be kept, a current register of occupancy for each dwelling unit that provides the following information:

   a. Dwelling unit address.

   b. Number of bedrooms in dwelling unit and the maximum number of occupants.

   c. Legal names and date of birth of adult occupants and number of adults and children (under 18 years of age) currently occupying the dwelling units.

   d. Dates renters occupied and vacated dwelling units.

   e. A chronological list of complaints and requests for repair by dwelling unit occupants, which complaints and requests are related to the provisions of this Code of Ordinances.

f. A similar chronological list of all corrections made in response to such requests and complaints.

Such register shall be made available for viewing or copying by the Compliance Official at all reasonable times.

2. All nonresidential properties (commercial, industrial, and similar) shall keep, or cause to be kept, a current register of occupancy for each building that provides the following:

a. Building address.

b. List of all tenants occupying building.

c. Nature of business conducted by each tenant in building.

d. Contact person for each tenant.

e. Gross floor area leased by each tenant.

Such register shall be made available for viewing or copying by the Compliance Official at all reasonable times.

Section 12-910. LICENSE SUSPENSION, REVOCATION, DENIAL AND NON-RENEWAL.

1. Applicability. Every license issued under the provisions of this Chapter is subject to suspension or revocation by the City Council.

2. Unoccupied or Vacated Rental Units. In the event that a license is suspended, revoked, or not renewed by the City Council, it shall be unlawful for the owner or the owner's duly authorized agent to thereafter permit any new occupancies of vacant or thereafter vacated rental units until such time as a valid license may be restored by the City Council.

3. Grounds for License Action. The Council may revoke, suspend, or decline to renew any license issued under this Chapter upon any of the following grounds:

a. false statements, misrepresentations, or fraudulent statements on any application or other information or report required by this Chapter to be given by the applicant or licensee.

b. failure to pay any application fee, fine or penalty, reinspection fees, reinstatement fee, special assessments, real estate taxes, or other financial claims due to the City as required by this Chapter and City Council resolution.

c. failure to continuously comply with any property maintenance, zoning, health, building, nuisance, or other City Codes; or failure to correct deficiencies noted in Compliance Notices in the time specified in the notice.

d. failure to comply with the provisions of an approved mitigation plan or not submitting an action plan as required.

e. failure to qualify for the type of license held or applied for.

f. excessive police calls for service in accordance with criteria determined by the City Manager and approved by the City Council, based on the number and nature of the calls when, after owner notification, the owner has failed to supply an appropriate written action plan to reduce the police calls for service

g. failure to actively pursue the eviction of tenants who have violated the provision of this Chapter or Crime Free Lease Addendum or have otherwise created a public nuisance in violation of City, state, or applicable laws.

h. the failure to eliminate imminent health and life safety hazards as determined by the City, or its authorized representatives.

i. conviction of any crime related to the business or entity licensed and failure to show by competent evidence the rehabilitation and ability to perform the duties of the business.

j. the abandonment of the property by the property owner as determined by the inability to make contact with the owner or his/her manager or local agent due to inaccurate or invalid contact information.

k. failure to operate or maintain the licensed premises in conformity with all applicable state and local laws and Ordinances.

4. License Action Sections. Revocation, suspension, and non-renewal may be brought under either this Section or Section 12-911, or both.

5. Notification, Hearing, and Decision Basis.

a. Written Notice, Hearing. A decision to revoke, suspend, deny, or not renew a license shall be preceded by written notice to the applicant or licensee of the alleged grounds therefor and the applicant or licensee will be given an opportunity for a hearing before the City Council before final action to revoke, suspend, deny, or not renew a license.

b. Decision Basis. The Council shall give due regard to the frequency and seriousness of violations, the ease with which such violations could have been cured or avoided and good faith efforts to comply and shall issue a decision to deny, not renew, suspend or revoke a license only upon written findings.

6. Affected Facility. The Council may suspend or revoke a license or not renew a license for part or all of a facility.

7. License Actions, Reapplication.

a. Suspension. Licenses may be suspended for up to ninety (90) days and may, after the period of suspension, be reinstated subject to compliance with this Chapter and any conditions imposed by the City Council at the time of suspension.

b. Revocation, Denial, Nonrenewal. Licenses that are revoked will not be reinstated until the owner has applied for and secured a new license and complied with all conditions imposed at the time of revocation. Upon a decision to revoke, deny or not renew a license, no new application for the same facility will be accepted for the period of time specified in the Council's written decision, which shall not exceed one year. A decision not to renew a license may take the form of a suspension or revocation. A decision to deny an initial application for a new facility will not take the form of a suspension or revocation unless false statements have been made by the applicant in connection with the application. A decision to deny an initial application shall state conditions of reapplication.

c. Reinstatement Fees. All new applications must be accompanied by a reinstatement fee, as specified by Council resolution, in addition to all other fees required by this Chapter.

8. Written Decision, Compliance. A written decision to revoke, suspend, deny, or not renew a license or application shall specify the part or parts of the facility to which it applies. Thereafter, and until a license is reissued or reinstated, no rental units becoming vacant in such part or parts of the facility may be re-let or occupied. Revocation, suspension or non-renewal of a license shall not excuse the owner from compliance with all terms of state laws and Codes and this Code of Ordinances for as long as any units in the facility are occupied. Failure to comply with all terms of this Chapter during the term of revocation, suspension or non-renewal is a misdemeanor and grounds for extension of the term of such revocation or suspension or continuation of non-renewal, or for a decision not to reinstate the license, notwithstanding any limitations on the period of suspension, revocation or non-renewal specified in the City Council's written decision or in paragraph 6 of this Section.

9. New Licenses Prohibited. A person who has a rental license revoked may not receive a rental license for another property within the City for a period of one year from the date of revocation. The person may continue to operate other currently licensed rental properties if the properties are maintained in compliance with City Codes and other applicable regulations.

Section 12-911. CONDUCT ON LICENSED PREMISES.

1. Conduct, Disorderly Activities, Nuisances Defined. It shall be the responsibility of the licensee to see that persons occupying the licensed premises conduct themselves in such a manner as not to cause the premises to be disorderly. For purposes of this Chapter, disorderly activities are considered nuisances and defined as follows:

   a. Noise – cats/dogs City Code Section 1-110; horns/radios – City Code Sections 19-1201, 1202, and 1203

   b. Violation of City Code Section 19-1121 (Unlawful Possession, Delivery, or Purchase) or violation of laws relating to the possession of controlled substances as defined in Minnesota Statutes, Section 152.01, Subdivision 4, and drug paraphernalia as defined in Minnesota Statutes, Section 152.092.

   c. Public disturbance – City Code Section 19-202.

   d. The unlawful sale of intoxicating liquor or 3.2 percent malt liquor.

   e. Violation of laws relating to gambling.

   f. Violation of laws relating to prostitution as defined in Minnesota Statutes, Section 609.321, Subdivision 9, or acts relating to prostitution.

g. Unlawful use or possession of a weapon. Violation of Minnesota Statutes, Sections 609.66, Subdivision 1a; 609.67; 609.02, Subdivision 6; or 624.713; and City Code Section 19-402.

h. Loud parties/persons – City Code Section 19-1201.

i. Fights – City Code Section 19-203.

j. Allowing curfew/status offenses/underage drinking – City Code Sections 19-301 and 19-304.

k. Disorderly conduct (Minnesota Statutes, Section 609.72).

l. Property damage – City Code Section 19-211.

m. Assaults 5th degree non-domestic – City Code Section 19-204.

n. Interference with a peace officer (Minnesota Statutes, Section 609.50).

o. Unlawful assembly (Minnesota Statutes, Section 609.705) – City Code Section 19-1105.

p. Presence at unlawful assembly (Minnesota Statutes, Section 609.175).

q. Terrorist threats (Minnesota Statutes, Section 609.713).

r. Loitering – City Code Section 19-201.

2. Violations, Actions. Upon determination by the City Manager or the Manager's authorized designee that a licensed premises was used in a disorderly manner, as described in paragraph 1, the City Manager shall take the following actions:

a. For a first instance of disorderly use of licensed premise a notice shall be provided to the licensee of the violation directing the licensee to take steps to prevent further violations.

b. If a second instance of disorderly use of the licensed premises occurs within a twelve (12) month time period for the same tenancy, the City Manager or the Manager's authorized designee shall notify the licensee of the violation and require the licensee to submit a written report of the actions taken, and proposed actions to be taken by the licensee to prevent further disorderly use of the premises. The licensee shall submit a written report to the City Manager or the Manager's authorized designee within five (5) days of receipt of the notice of disorderly use of the premises and shall detail all actions taken by the licensee in response to all notices of disorderly use of the premises.

c. If a third instance of disorderly use of the licensed premises occurs within a twelve (12) month time period from the first disorderly violation for the same tenancy, the rental dwelling license for the premises may be denied, revoked, suspended, or not renewed. An action to deny, revoke, suspend, or not renew a license under this Section shall be initiated by the City Manager or the Manager's authorized designee who shall give the licensee written notice of a hearing before the City Council to consider such denial, revocation suspension, or nonrenewal. The written notice shall specify all violations of this Section, and shall state the date, time, place, and purpose of the hearing.

3. Hearing. The hearing shall be held no less than ten (10) days and no more than forty-five (45) days after giving such notice.

Following the hearing, the Council may deny, revoke, suspend, or decline to renew the license for all or any part or parts of the licensed premises or may grant a license upon such terms and conditions as it deems necessary to accomplish the purposes of this Section.

4. Eviction Actions. No adverse license action shall be imposed where the instance of disorderly use of the licensed premises occurred during the pendency of eviction proceedings (unlawful detainer) or within thirty (30) days of notice given by the licensee to a tenant to vacate the premises where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's unit. Eviction proceedings shall not be a bar to adverse license action, however, unless they are diligently pursued by the licensee. Further, an action to deny, revoke, suspend, or not renew a license based upon violations of this Section may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will prevent further instances of disorderly use.

5. Determining Disorderly Conduct. A determination that the licensed premises have been used in a disorderly manner as described in paragraph 1 shall be made upon substantial evidence to support such a determination. It shall not be necessary that criminal charges be brought in order to support a determination of disorderly use, nor shall the fact of dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this Section.

6. Notices. All notices given by the City under this Section shall be personally served on the licensee, sent by First Class mail to the licensee's last known address or, if neither method of service effects notice, by posting on a conspicuous place on the licensed premises.

7. Enforcement. Enforcement actions provided in this Section shall not be exclusive, and the City Council may take any action with respect to a licensee, a tenant, guests, or the licensed premises as is authorized by this Code or state law.

Section 12-912A. NO RETALIATION. No licensee shall evict, threaten to evict, or take any other punitive action against any tenant by reason of good faith calls made by such tenant to law enforcement agencies relating to criminal activity, suspected criminal activity, suspicious occurrences, or public safety concerns. This Section shall not prohibit the eviction of tenants from a dwelling unit for unlawful conduct of a tenant or invitee or violation of any rules, regulations, or lease terms other than a prohibition against contacting law enforcement agencies.

Section 12-912B. FALSELY REPORTING VIOLATIONS. No person shall report a violation of this Chapter or City Ordinance knowing or having reason to know that the report is false with the intent to affect the licensing status or inspection schedule of the property.

Section 12-912C. TENANT RESPONSIBILITIES.

1. Access to Premise. When required by Minnesota Statutes, each tenant or occupant of a rental dwelling must give the owner, owner's representative or authorized City official access to any part of such rental dwelling at reasonable times for the purpose of inspection, maintenance, repairs, or alterations as are necessary to comply with the provision of this Chapter.

2. Compliance with Regulations. A tenant must comply with applicable City Codes and all applicable local, state, and federal regulations. A tenant is responsible for applicable property Code, nuisance, and violations of disorderly conduct as specified in Section 12-911 that occur on the property, including violations committed by household members or guests.

Section 12-913. TYPE IV PROVISIONAL LICENSES.

1. Rental properties that meet the provisional licensing criteria as described in Section 12-901 are eligible only for provisional licenses.

2. The City will provide by mail to each licensee a monthly report of any police and fire calls and incidents and applicable property Code violations as described in Section 12-901.

3. Mitigation Plan. The applicant for a provisional license must submit for Council review a mitigation plan for the license period. The mitigation plan shall describe steps proposed by the applicant to reduce the number of police and fire calls and/or the property Code issues described in Section 12-901 and 12-911 to a level that qualifies for a Type I, II, or III license. The mitigation plan may include such steps as changes in tenant screening procedures, changes in lease terms, security measures, rules and regulations for tenant conduct, security personnel, and time frame to implement all phases of the Crime Free Housing Program.

4. Council Consideration. The application with a proposed mitigation plan will be presented to the City Council together with a recommendation by the City Manager or the Manager's designee as to the disposition thereof. After giving the applicant an opportunity to be heard and present evidence, the Council shall approve, disapprove, or approve with conditions the application and the mitigation plan. If the Council disapproves an application and mitigation plan or approves it with conditions, it shall state its reasons for so doing in writing. In evaluating a mitigation plan, the Council will consider, among other things, the facility, its management practices, the nature and seriousness of causes for police and fire incidences and/or property Code issues and the expected effectiveness of measures identified in the plan to reduce the number of police and fire incidences and/or property Code violations. In evaluating a mitigation plan submitted by an applicant already under a provisional license, the Council will also consider the effectiveness of measures identified in the applicant's previous mitigation plan and the need for different or additional measures to reduce police and fire incidences and/or property Code violations.

5. Compliance with Mitigation Plan. The licensee shall comply with the mitigation plan as approved or modified by the Council. No later than the tenth day after each calendar month, the licensee shall mail or deliver to the City Manager a written report describing all steps taken in furtherance of the mitigation plan during the preceding month.

Section 12-914. CRIME FREE HOUSING PROGRAM. For the purpose of this Chapter, the Crime Free Housing Program shall mean the nationally recognized program, unless otherwise indicated. The phases of the program include, but are not limited to, the conditions set forth below.

1. Phase I. For license categories other than Type I, an owner, manager, or local agent responsible for the operation of the rental property must complete the Phase I training of the Crime Free Housing Program or a similar course approved by the City Manager. Certification as a rental property manager may also satisfy this requirement. Phase I includes the following:

a. Attend an eight-hour crime-free housing course presented by police, fire, public housing and others.

b. Use a written lease including the Minnesota Crime Free Housing Lease Addendum.

c. Check the criminal background of all prospective tenants and, upon request, provide a copy of Third Party Background Check procedures for Tenants.

d. Actively pursue the eviction of tenants who violate the terms of the lease and/or the Crime Free Lease Addendum.

2. Phase II. Includes Phase I plus the following:

a. Complete a Security Assessment and complete the security improvements recommended. This phase will certify that the rental property has met the security requirements for the tenant's safety.

b. Attend a minimum of 25 percent of Owners/Managers Association Meetings.

3. Phase III. Includes Phases I and II plus the following:

a. For properties with more than four units, conduct resident training annually for the residents where crime watch and crime prevention techniques are discussed.

b. For properties with more than four units, hold regular resident meetings.

c. Attend a minimum of 50 percent of Owners/Managers Association Meetings.

d. Have no City Code violations that were not resolved in accordance with compliance orders within the past year.

Section 12-915. CRIME FREE/DRUG FREE HOUSING LEASE ADDENDUM REQUIREMENTS. All tenant leases, except for state licensed residential facilities, shall contain the Crime Free/Drug Free Housing Lease Addendum. The Crime Free/Drug Free provisions are in addition to all other terms of the lease and do not limit or replace any other provisions. These lease provisions shall be incorporated into every new and renewed lease for a tenancy beginning April 1, 2010.

Section 12-916. TENANT BACKGROUND CHECKS.

1. All licensees will conduct criminal background checks on all prospective tenants 18 years and older and any subsequent persons 18 years or older residing in the dwelling unit. The criminal background check must include the following:

a. A statewide (Minnesota) criminal history check of all tenants who are 18 years of age or older and persons subsequently residing in the dwelling unit who are 18 years of age or older (collectively referred to in this Section as "tenants") covering at least the last three years; the check must be done "in person" or by utilizing the most recent update of the state criminal history files;

b. A statewide criminal history check from the tenant's previous state of residence if the tenant is moving directly from the previous state;

c. A criminal history check of any tenant in his or her previous states of residence covering the last three years if they have not resided in Minnesota for three years or longer;

d. A criminal history check of any tenant must be conducted in all seven counties in the metro Twin City area covering at least the last three years including all misdemeanor, gross misdemeanor, and felony convictions;

e. Licensees will retain criminal history check information for at least one year after the date of the check or, if the subject of the check becomes a tenant of the licensed premises, one year after the subject of the check has ceased to be a tenant. Such information shall be available for inspection upon request by the City Manager or the City Manager's designee; and

f. Licensees must have written screening criteria that is provided to the applicant.

Section 12-1001. ENFORCEMENT AND INSPECTION AUTHORITY. The City Manager and the Manager's designated agents shall be the Compliance Official who shall administer and enforce the provisions of this Chapter and who is hereby authorized to cause inspections on a scheduled basis for rental dwelling units, and other buildings when reason exists to believe that a violation of this Chapter has been or is being committed. Inspections shall be conducted during reasonable times, and the Compliance Official shall present evidence of official capacity to the occupant in charge of a respective dwelling unit.

Section 12-1002. INSPECTION ACCESS. Pursuant to Minnesota Statutes, Section 504B.211, the owner, manager, or local agent is responsible for scheduling the inspection and notifying any existing tenant of the inspection. The owner, manager, or local agent, must provide access to the requesting City authorized agent at the scheduled inspection time or as requested. Any owner, occupant, or other person in charge of a building may refuse to permit free access and entry to the structure or premises under that person's control for inspection pursuant to this Chapter, whereupon the Compliance Official may seek a court order authorizing such inspection.

Section 12-1101. UNFIT FOR HUMAN HABITATION.

1. Any building or portion thereof, that is damaged, decayed, dilapidated, insanitary, unsafe, vermin or rodent infested, or that lacks provision for basic illumination, ventilation or sanitary facilities to the extent that the defects create a hazard to the health, safety or welfare of the occupants or of the public may be declared unfit for human habitation. Whenever any building or premises has been declared unfit for human habitation, the Compliance Official shall order same vacated within a reasonable time and shall post a placard on same indicating that it is unfit for human habitation, and any operating license previously issued for such dwelling units shall be revoked.

2. It shall be unlawful for such building or portion thereof to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the Compliance Official. It shall be unlawful for any person to deface or remove the declaration placard from any such building.

Section 12-1103. HAZARDOUS BUILDING DECLARATION. In the event that a building has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the building may be declared a hazardous building and treated consistent with the provisions of Minnesota Statutes.

Section 12-1201A. COMPLIANCE ORDER. Whenever the Compliance Official determines that any building or portion thereof, or the premises surrounding any of these, fails to meet the provisions of this Chapter, a compliance order setting forth the violations of the Chapter and ordering the owner, occupant, operator, or agent to correct such violations shall be issued. This compliance order shall:

1. Be in writing.

2. Describe the location and nature of the violations of this Chapter.

3. Establish a reasonable time for the correction of such violation and notify of appeal recourse.

4. Be served upon the owner or agent or occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner or agent, or upon any such occupant, if a copy thereof is:

   a. Served upon owner, agent or occupant personally; or

   b. Sent by 1st class mail to his/her last known address; or

c. Upon failure to effect notice through (a) and (b) as set out in this Section, posted at a conspicuous place in or about the building, or portion thereof, that is affected by the notice.

Violations may be cited by the City and prosecuted, and license suspension, revocation or non-renewal may be undertaken by the City whether or not a compliance order has been issued.

Section 12-1201B. ACTION PLAN. The Compliance Official may require an action plan to be completed by the licensee, manager, or local agent in a designated time frame that indicates the steps taken to correct identified violations and the measures to be taken to ensure ongoing compliance with City Ordinances and applicable Codes.

Section 12-1202. RIGHT OF APPEAL. When it is alleged by any person to whom a compliance order is directed that such compliance order is based upon erroneous interpretation of this Chapter, such person may appeal the compliance order to the City Council sitting as a board of appeals. Such appeals must be in writing, must specify the grounds for the appeal, must be accompanied by a filing fee as set forth per council resolution, in cash or cashier's check, and must be filed with the department of planning and inspection within five (5) business days after service of the compliance order. The filing of an appeal shall stay all proceedings in furtherance of the action appealed from, unless such a stay would cause imminent peril to life, health, or property.

Section 12-1203. BOARD OF APPEALS DECISION. Upon at least five (5) business days notice to the appellant of the time and place for hearing the appeal, and within thirty (30) days after said appeal is filed, the board of appeals shall hold a hearing thereon, taking into consideration any advice and recommendation from the advisory housing commission. The board of appeals may reverse, modify, or affirm, in whole or in part, the compliance order and may order return of all or part of the filing fee if the appeal is upheld.

Section 12-1204. RESTRICTIONS ON TRANSFER OF OWNERSHIP. It shall be unlawful for the owner of any building, or portion thereof, upon whom a pending compliance order has been served to sell, transfer, mortgage, lease or otherwise dispose thereof to another person until the provisions of the tag or compliance order have been complied with, unless such owner shall furnish to the grantee, lessee, or mortgagee a true copy of any notice of violation or compliance order and shall obtain and possess a receipt of acknowledging. Anyone securing an interest in the building, or portion thereof, who has received notice of the existence of a violation tag or compliance order shall be bound by same without further service of notice and shall be liable to all penalties and procedures provided by this Chapter.

Section 12-1205. FAILURE TO CORRECT COMPLIANCE ORDERS. Any person who fails to comply with a compliance order and any person who fails to comply with a modified compliance order within the time set therein, upon conviction therefor shall be guilty of a misdemeanor, punishable in accordance with state law. Nothing in this Chapter however is deemed to limit other remedies or civil penalties available to the City under this Code or state law. Each day of such failure to comply shall constitute a separate punishable offense.

Section 12-1206. EXECUTION OF COMPLIANCE ORDERS BY PUBLIC AUTHORITY. Upon failure to comply with a compliance order within the time set therein and no appeal having been taken, or upon failure to comply with a modified compliance order within the time set therein, the criminal penalty established hereunder notwithstanding, the City Council may, by resolution, following a hearing upon not less than ten (10) days notice to the landowner cause the cited deficiency to be remedied as set forth in the compliance order. The cost of such remedy shall be a lien against the subject real estate and may be levied and collected as a special assessment in the manner provided by Minnesota Statutes, Chapter 429, but the assessment shall be payable in a single installment.

Section 12-1301. ALTERNATIVE SANCTIONS. Notwithstanding the availability of the foregoing compliance procedures and the penalties, whenever the Compliance Official determines that any building, or portion thereof, or the premises surrounding any of these fails to meet the requirements set forth in this Chapter, the Compliance Official may issue a violation tag summoning the responsible person into court or request the issuance of a criminal complaint and arrest warrant.

Section 12-1302. PENALTIES. Any person or responsible party who violates Sections 12-101 through 12-1402 is subject to the penalty provided under Section 12-1205 of this Code. Nothing in this Chapter however is deemed to limit other remedies or civil penalties available to the City under this Code or state law. Each day that a violation continues shall be deemed a separate punishable offense. No provision of this Chapter designating the duties of any official or employee of the City shall be so construed as to make such official or employee liable for the penalty provided in this Section because of failure to perform such duty, unless the intention of the City Council to impose such penalty on such official or employee is specifically and clearly expressed in the Section creating the duty.

Section 12-1401. SEPARABILITY. Every Section, provision, or part of this Ordinance is declared separable from every other Section, provision, or part to the extent that if any Section, provision or part of the Chapter shall be held invalid, it shall not invalidate any other Section, provision or part thereof.

REGISTRATION AND REGULATION OF VACANT BUILDINGS

Section 12-1501. POLICY. The purpose of Sections 12-1501 through 12-1511 is to protect the public health, safety, and welfare by establishing a program for the identification and regulation of vacant buildings within the City. Sections 12-1501 through 12-1511 also determine the responsibilities of owners of vacant buildings and provides for administration, enforcement, and penalties associated with the same.

Section 12-1502. FINDINGS. Vacant buildings are a major cause and source of blight in residential and non-residential neighborhoods, especially when the owner or responsible party of the building fails to actively maintain and manage the building to ensure it does not become a liability to the neighborhood. Vacant buildings often attract transients, homeless people, trespassers, and criminals, including drug abusers. Neglect of vacant buildings, as well as use of vacant buildings by transients and criminals, creates a risk of fire, explosion, or flooding for the vacant building and adjacent properties. Vacant properties are often used as dumping grounds for junk and debris and are often overgrown with weeds and grass. Vacant buildings that are boarded up to prevent entry by transients and other long-term vacancies discourage economic development and retard appreciation of property values. There is a substantial cost to the City for monitoring vacant buildings whether or not those buildings are boarded up. This cost should not be borne by the general taxpayers of the community but rather these costs should be borne by those who choose to leave their buildings vacant.

Section 12-1503. DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of Sections 12-1501 through 12-1511.

1. Compliance Official – the City Manager and the City Manager's designated agents authorized to administer and enforce Sections 12-1501 through 12-1511 of this Code.

2. Building – a building or structure designed for business use or human use or occupancy.

3. Owner – those shown to be the owner or owners on the records of the Hennepin County Department of Property Taxation; those identified as the owner or owners on a vacant building registration form, a holder of an unrecorded contract for deed, a mortgagee or vendee in possession, a mortgagor or vendor in possession, an assignee of rents, a receiver, an executor, a trustee, a lessee, other person, firm or corporation in control of the freehold of the premises or lesser estate therein. An owner also means any person, partnership, association, corporation, or fiduciary having a legal or equitable title or any interest in the property or building. This includes any partner, officer, or director of any partnership, corporation, association or other legally-constituted business entity. All owners shall have joint and several obligations for compliance with the provisions of Sections 12-1501 through 12-1511 of this Code.

4. Responsible party – means an owner, occupant, entity or person acting as an agent for the owner who has direct or indirect control or authority over the building or real property upon which the building is located. Any party having a legal or equitable interest in the property. Responsible party may include, but is not limited to, a realtor, service provider, mortgagor, leasing agent, management company or similar person or entity.

5. Vacant building – a building or structure is vacant if no person or persons actually and currently conducts a lawful business or lawfully resides or lives in any part of the building on a permanent, nontransient basis in accordance with the City's zoning regulations.

Section 12-1504. VACANT BUILDING REGISTRATION.

1. Application. The owner or responsible party must register a vacant building with the City no later than thirty (30) days after the building becomes vacant. The registration must be submitted on a form provided by the City and shall include the following information supplied by the owner:

   a. The name, address, telephone number, and email address, if applicable, of each owner or the owner's representative;

   b. The names, addresses, telephone numbers, and email addresses, if applicable, of all known lien holders and all other parties with any legal interest in the building;

   c. The name, address, telephone number, and email address, if applicable, of a local agent or person responsible for managing or maintaining the property;

   d. The legal description, tax parcel identification number, and street address of the premises on which the building is situated;

   e. A description of the premises, including the common address of the property;

   f. The date the building became vacant, the period of time the building is expected to remain vacant, and a property plan and timetable for returning the building to appropriate occupancy or use and for correcting Code violations and nuisances, or for demolition of the building;

   g. The status of water, sewer, natural gas and electric utilities.

   h. The owner must notify the Compliance Official of any changes in information supplied as part of the vacant building registration within thirty (30) days of the change.

2. Property Plan. The property plan identified in Section 12-1504(1)(f) must meet the following requirements:

   a. *General provisions*. The plan must comply with all applicable regulations and meet the approval of the Compliance Official. It must contain a timetable regarding use or demolition of the property. The plan must be completed within 30 days after the building is registered.

   b *Maintenance of building.* The plan must identify the means and timetable for addressing all maintenance and nuisance-related items identified in the application. Any repairs, improvements or alterations to the property must comply with the applicable building Codes and City regulations.

   c. *Plan Changes.* If the property plan or timetable for the vacant building is revised in any way, the revisions must meet the approval of the Compliance Official.

   d. *Demolition Required.* If a building has remained vacant for a period of three hundred and sixty-five (365) consecutive days, and the Compliance Official has not approved an alternative schedule in the property plan, the owner must demolish the building and restore the grounds. If the owner does not demolish the building, the City may commence abatement and cost recovery proceedings for the abatement of the violation in accordance with City Code Section 19-105.

3. Non-compliance and Notification. If the owner does not comply with the property plan or maintain or correct nuisance items, the City may commence abatement and recover its costs for correction of those items in accordance with City Code Section 19-105. In the case of an absent owner and ongoing nuisance items, the City need not provide notice of each abatement act to the owner. A single notice by the City to the owner that it intends to provide ongoing abatement until the owner corrects the items will be sufficient notice.

4. Exemptions.

   a. *Fire Damage.* A building that has suffered fire damage is exempt from the registration requirement for a period of ninety (90) days after the date of the fire if the owner submits a request for exemption in writing to the Compliance Official. A request for exemption must be approved by the Code official and include the following information supplied by the owner:

      i. A description of the premises;

      ii. The name and address of owner or owners;

iii. A statement of intent to repair and reoccupy the building in an expeditious manner and the time frame for completion;

iv. Actions the owner will take to ensure the property does not become a nuisance for the neighborhood.

b. "*Snowbirds.*" Those persons who leave their residential buildings on a temporary basis for vacation purposes or to reside elsewhere during the winter season and have the intent to return are exempt from the registration requirement. Exemption as a "snowbird" will be granted with proper verification.

5. Fees. The owner must pay an annual registration fee. The registration fee will be in an amount adopted by resolution by the City Council. The amount of the registration fee shall be reasonably related to the administrative costs for registering and processing the registration form and for the costs of the City in monitoring the vacant building site. The fee must be paid in full prior to the issuance of any building permits or licenses, with the exception of a demolition permit.

6. Waiver of Fee. The registration fee may be waived if the owner or responsible party has paid all past due registration fees and all other financial obligations and debts owed to the City that are associated with the vacant property and demonstrates, to the satisfaction of the Compliance Official:

a. that the property is re-occupied, with the exception of demolition, within a period of time deemed reasonable to the Compliance Official; and either

b. that he or she is in the process of demolition, rehabilitation, or other substantial repair of the vacant building; or

c. that he or she has a plan for the demolition, rehabilitation, or other substantial repair of the vacant building in a period of time that is deemed reasonable to the Compliance Official.

7. Assessment. If the registration fee or any portion is not paid within 60 days after billing, or within 60 days after any appeal becomes final, the City Council may certify the unpaid cost against the property in accordance with the process set forth in Section 19-105 of this Code.

8. Issuance of Permit. Upon completion of the registration process and payment of the fee, the City will issue a Vacant Building Permit to the owner. The owner must securely post the permit on the vacant building, if possible, on a side entrance door that is not generally visible from the public street. If no side entrance door is available, the permit must be securely posted on another available entrance door.

If the property is abandoned or the owner or responsible party fails to complete the registration process, the property will be administratively registered as a vacant property.

Section 12-1505. CHANGE OF OWNERSHIP. A new owner(s) must register or re-register a vacant building under Section 12-1504 within fifteen (15) days of any transfer of an ownership interest in a vacant building. The new owner(s) must comply with the approved property plan and timetable submitted by the previous owner. Any proposed changes in the property plan must be submitted and approved by the Compliance Official.

Section 12-1506. INSPECTIONS. The Compliance Official may inspect any vacant building in the City for the purpose of enforcing and assuring compliance with Sections 12-1501 through 12-1511 and other applicable regulations. Upon the request of the Compliance Official, an owner or responsible party must provide access to all interior portions of the building and the exterior of the property in order to complete an inspection. If the owner or responsible party is not available to provide access to the interior of the building, the City may use any legal means to gain entrance to the building for inspection purposes. Prior to any re-occupancy, a vacant building must be inspected by the City and found to be in compliance with Chapter 12 of the City Code and all other applicable regulations. All application and reinspection fees must also be paid prior to any reoccupancy of the building. All such fees are set by Resolution of the City Council.

Section 12-1507. MAINTENANCE OF VACANT BUILDINGS. The owner must comply with and address the following items in the property plan, as described in Section 12-1504(2):

1. Appearance. All vacant buildings must be so maintained and kept that they appear to be occupied.

2. Securing. All vacant buildings must be secured from outside entry by unauthorized persons or pests. Security must be by the normal building amenities such as windows and doors having adequate strength to resist intrusion. All doors and windows must remain locked. There shall be at least one operable door into every building and into each housing unit. Exterior walls and roofs must remain intact without holes.

    a. *Architectural (Cosmetic) Structural Panels*. Architectural structural panels may be used to secure windows, doors and other openings provided they are cut to fit the opening and match the characteristics of the building. Architectural panels may be of exterior grade-finished plywood or Medium Density Overlaid plywood (MDO) that is painted to match the building exterior or covered with a reflective material such as plexi-glass to simulate windows.

    b. *Temporary Securing*. Untreated plywood or similar structural panels or temporary construction fencing may be used to secure windows, doors and other openings for a maximum period of 14 days.

c. *"Artistic" board-up.* With prior approval of the Compliance Official, artistic options may be utilized to secure a vacant building.

d. *Emergency securing.* The Compliance Official may take steps to immediately secure a vacant building at his or her discretion in emergency circumstances.

3. Fire Safety.

a. *Fire protection systems.* Owners of non-residential vacant buildings must maintain all fire protection systems, appliances and assemblies in operating condition and maintain underwriter laboratories (UL) monitoring of all systems.

b. *Removal of hazardous and combustible materials.* The owner of any vacant building, or vacant portion thereof, must remove all hazardous material and hazardous refuse that could constitute a fire hazard or contribute to the spread of fire.

4. Plumbing fixtures. Plumbing fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system must be installed in accordance with applicable Codes and be maintained in sound condition and good repair or removed and the service terminated in the manner prescribed by applicable Codes. The building's water systems must be protected from freezing.

5. Electrical. Electrical service lines, wiring, outlets or fixtures not installed or maintained in accordance with applicable Codes must be repaired, removed or the electrical services terminated to the building in accordance with applicable Codes.

6. Lighting. All exterior lighting fixtures must be maintained in good repair, and illumination must be provided to the building and all walkways in the same manner as provided at the time the building was last occupied or as otherwise provided in the approved vacant building plan.

7. Heating. Heating facilities or heating equipment in vacant buildings must be removed, rendered inoperable, or maintained in accordance with applicable Codes.

8. Termination of utilities. The Compliance Official may require that water, sewer, electricity, or gas service to the vacant building be terminated or disconnected. Prior to the termination of any utility service, written notice must be given to the owner. No utility may be restored until consent is given by the Compliance Official. Utilities may be discontinued at the request of the owner or responsible party as part of the approved vacant building property plan. The Compliance Official may authorize immediate termination of utilities at his or her discretion in emergency circumstances.

9. Signage. Obsolete or unused exterior signs and installation hardware must be removed. Holes and penetrations must be properly patched and painted to match the building. Surfaces beneath the signs that do not match the building must be repaired, resurfaced, painted or otherwise altered to be compatible with the building surfaces.

   All signs must be maintained in good condition and in compliance with Chapter 34 of this Code. Auction signs or attention-getting devices may be placed on a property for no more than fourteen (14) consecutive days prior to the auction date and must be removed within three (3) days following the auction.

10. Exterior maintenance. The owner must comply with all applicable property maintenance regulations and City Codes including, but not limited to, the following:

    a. *Public nuisances.* The owner must eliminate any activity on the property that constitutes a public nuisance as defined by Section 19-103 of the City Code.
    b. *Grass and weeds.* Any weeds or grass must be no greater than six (6) inches in height.
    c. *Exterior structure maintenance.* The owner must maintain the vacant building in compliance with Sections 12-701 through 12-713 as determined to be necessary by the Code official.
    d. *Abandoned or junk vehicles.* The owner must remove abandoned and junk vehicles from the property. The City may impound such vehicles consistent with the requirements in Chapter 19 of the City Code.
    e. *Storage and disposal of refuse.* The storage and disposal of refuse must comply with the requirements of Chapter 7 of the City Code.
    f. *Animals.* The owner must ensure that all animals are removed from the property and handled in a humane manner.
    g. *Diseased, dead or hazardous trees.* The owner must remove diseased, dead or hazardous trees or branches from the property in accordance with Chapter 20 of the City Code.
    h. *Graffiti.* The owner must remove all graffiti from the property in accordance with City Ordinance.
    i. *Abandoned pools.* Swimming pools must be maintained in good operating condition; treated to prevent pest harborage; or properly drained and emptied. Swimming pools must be secured in accordance with City Code Section 19-1402.

11. Removal of garbage and refuse. The owner of any vacant building, or vacant portion thereof, must remove all garbage, refuse, rubbish, swill, filth, or other materials from the vacant building and the property upon which the building is located.

12. Police protections systems. The owner must properly maintain all alarm systems in any vacant building or portion thereof in operating condition.

13. Loitering, criminal activities. Loitering or engaging in criminal activities is not allowed in the vacant building or on the real property upon which the vacant building is located. The owner or responsible party must not allow these activities and take immediate actions to eliminate these conditions once notified by the City.

14. Emergency Abatement. The Compliance Official may authorize immediate abatement of any public nuisance or maintenance item if, in the discretion of the Compliance Official, emergency circumstances exist that present an imminent threat to the public health and safety.

15. Other Codes. All other City Codes and applicable regulations must be complied with.

Section 12-1508. NO OCCUPANCY OR TRESPASS. No person may trespass, occupy or reside in, on a temporary or permanent basis, any vacant building without the owner's consent.

Section 12-1509. VANDALISM OR REMOVAL OF ITEMS PROHIBITED. No person may vandalize or remove items from a vacant building or the property upon which it is located, including, but not limited to, appliances, fixtures, electrical wiring, copper, or other similar items without the owner's consent.

Section 12-1510. APPEAL. Any person or responsible party aggrieved by a decision under Sections 12-1501 through 12-1509 may appeal to the City Council. The appeal must be in writing, must specify the grounds for the appeal, and must be submitted to the City Manager within ten business days of the decision that is basis of the appeal.

Section 12-1511. PENALTIES. Any person or responsible party who violates Sections 12-1501 through 12-1510 is subject to the penalty as provided under Section 12-1205 of this Code. Nothing in Sections 12-1501 through 12-1511, however, is deemed to impair other remedies or civil penalties available to the City under this Code or state law, including, but not limited to, Minnesota Statutes Sections 463.15 through 463.261.

City of Kingston, NY
Wednesday, June 1, 2016

Chapter 332. Rental Properties

Article I. Identification of Owners and Agents

§ 332-1. Definitions.

A. As used in this article, these terms shall have the meanings indicated as follows:

ACTION or PROCEEDING
Any action or proceeding which may be instituted in the City Court of the City of Kingston or the County Court of the County of Ulster or the Supreme Court of the County of Ulster or any court of competent jurisdiction with an alleged violation of any ordinance or law of the City of Kingston.

BUILDING
Any improved real property, residential or mixed use (commercial-residential), located within the City of Kingston, that is nonowner occupied.

IDENTIFICATION OF BUILDING
It is required that the house number be placed on the building in a conspicuous place.

OWNER
Any individual or individuals, partnership or corporation or any similar type business organization, whether for profit or otherwise, in whose name title to a building stands, including a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation directly or indirectly in control of the property.

PROCESS
A summons or any notice, mandate or any other paper process issued under any provision of the Code of the City of Kingston or any law or regulation of the State of New York.

RENTAL PROPERTY
Includes all properties which are either rented, leased, let or hired out to be occupied for residential or mixed use (commercial-residential), and are nonowner occupied.

B. For any rental property to be considered owner-occupied, the owner must prove that all individual owners, all partners, or all shareholders of a corporation actually have their principal residence at the rental property and reside therein on a full-time basis, it being the actual domicile of all individual owners, all partners, or all shareholders. At the request of the City of Kingston, any owner who claims to occupy the rental property shall provide a sworn affidavit providing the necessary information to support his or her claim that the premises are owner-occupied. [Added 9-14-2004 by L.L. No. 4-2004, approved 10-5-2004]

§ 332-2. Registration of owner.

A. The owner of a property constituting a rental property shall register the same with the Building Safety Division of the Kingston Fire Department within 60 days of the effective date of this article on a form approved by the Building Safety Division of the Kingston Fire Department. This form shall be known as a "landlord registration statement" which shall be signed by the owner under oath.

B. It shall be unlawful for any owner to offer any unit for rent, or to rent any unit, or to allow any rental unit to be occupied without having first registered pursuant to this article as required herein within the time prescribed for such registration. Failure to receive notice of the registration deadline will not excuse failure to register rental property. It is the owner's responsibility to fulfill the requirements of this article.

§ 332-3. Landlord registration statement.

A. Every owner of a rental property as above defined shall file with the Building Safety Division of the Kingston Fire Department, within 60 days after the adoption of this article, a landlord registration statement on forms to be supplied by the Building Safety Division of the Kingston Fire Department, containing the following:

(1) A description of the premises by street number or block and lot number, including tax identification number.

(2) The owner's name, residential address, and mailing address, together with his/her business telephone number, home phone number, cell phone number, fax number, as well as e-mail address, or, if such owner is a corporation, the name and address of such corporation and the name, residence, business address, together with the residence, business telephone numbers, cell phone numbers, fax numbers and e-mail addresses, if any, of all officers.

(3) Designation of managing agent. In the event the owner does not reside in Ulster County, then the owner must designate a managing agent. If a managing agent is required, then the owner shall provide the following information to the Building Safety Department of the City of Kingston: the name, residence, business and e-mail address and residence, business and fax telephone numbers of a natural person, 18 years of age or over, who actually resides within the County of Ulster, New York, and who shall be designated by such owner as a managing agent responsible for and in control of the maintenance and operation of such dwelling, and who shall be designated as the person upon whom process may be served on behalf of the owner. The managing agent and/or owner shall keep a current record of all the tenants, and their names and addresses, who are renting, leasing or living in the premises. There shall be endorsed upon such statements a written consent to such designation signed by such managing agent. An owner who is a natural person and who meets the requirements of this subsection as to the location of the residence or place of transacting business of a managing agent may designate him/herself as such managing agent.

(4) The owner shall be obligated, at all times, to keep this information updated, and when there is a change in ownership or a change in the managing agent, the owner shall be obligated to update the information by amending the landlord registration statement within 15 days from the date of any such change.

(5) Nothing contained in this section shall be construed as preventing a corporation which is an owner of real property from designating as its managing agent with respect thereto any

officer of such corporation who meets the requirements of this subsection as to location of the residence or the place of transacting business of the managing agent.

(6) Any designation as managing agent made pursuant to the provisions of this section shall remain in full force and effect until changed or terminated as herein after provided.

B. Upon completion and execution and submission of the landlord registration statement as aforesaid, said registration shall be reviewed by the Building Safety Division of the Kingston Fire Department or its designee for adequacy. Should the Building Safety Division of the Kingston Fire Department and/or its designee determine that said application is incomplete, defective or untruthful for any reason, said application shall be marked "rejected" and returned to the filer. A rejected application shall not be deemed to comply with the following provisions of this article.

C. It shall be the responsibility of each owner to timely notify the Building Safety Division of the Kingston Fire Department whenever the information provided in the landlord registration statement has become outdated or for any reason is no longer accurate.

D. A copy of the approved application shall be required and shall be a condition precedent before the owner shall be entitled to rent any unit contained in the rental property.

E. In the event that the owner of the rental property or mixed use property does not reside in the County of Ulster, New York, then the owner shall be obligated to hire a managing agent.

F. Where, after filing of any landlord registration statement in relation to any rental property under the applicable provisions of this article, the owner of such property shall have granted or transferred his/her right, title or interest therein or in any part thereof, such owner shall file with the Building Safety Division of the Kingston Fire Department within 15 days after such grant or transfer a written statement which, under oath, shall contain the name and residence, business addresses, business and home telephone, cell phone numbers, fax numbers and e-mail of the grantee, transferee or other successor of such right, title or interest, or if such grantee, transferee or successor is a corporation, the name and address of such corporation, including the names of all officers, their addresses, business and residence phone and cell numbers as well as e-mail addresses and fax numbers. If the owner is unable with due diligence, to secure the aforementioned information from the purchaser, then the owner shall immediately notify the Building Safety Division of the Kingston Fire Department in writing of this fact. After sending this notice, the owner shall thereafter have no further obligation with respect to this provision.

G. Where, after the filing of any landlord registration statement with the Building Safety Division of the Kingston Fire Department pursuant to the applicable provisions of this article, any change other than a designation of a different managing agent or a change of ownership or interest occurs in any name, residence or any business address of a list of officers required to be included in such statement, the owner, within 15 days after such change, shall file in duplicate, on forms to be furnished by the Building Safety Division of the Kingston Fire Department, a statement under oath setting forth the particulars of such change so as to supply the information necessary to make currently correct the last landlord registration statement filed pursuant to the applicable provisions of this section.

H. Any designation of the managing agent made pursuant to the applicable provisions of this section shall cease to be effective if such agent shall die or be judicially declared incompetent.

I. An owner may terminate such designation by filing with the Building Safety Division of the Kingston Fire Department a sworn written statement designating a new managing agent made in conformity with the provisions herein above cited.

J. Any landlord registration statement or designation of a managing agent required to be filed with the Building Safety Division of the Kingston Fire Department by any owner of a rental property

under the provisions of this section shall be signed by such owner, or if such owner is a corporation, by an officer thereof, or if such owner is a partnership, by a partner thereof, and said statements must be sworn to under the penalties of perjury.

K. Any such landlord registration statement or designation of a managing agent shall be deemed prima facie proof of the statement therein contained, in any criminal or civil prosecution instituted by the City of Kingston or by any proper prosecutorial agency against the owner or managing agent of a rental property.

§ 332-4. Inspection requirements.

A. The Building Safety Division of the Kingston Fire Department or its authorized designee or agent shall make provisions for inspections of each rental property, which is subject to the provisions of this article and shall notify each owner and/or managing agent of each rental property as to the time and place of such inspection. The inspection shall take place at a minimum of every 24 months. The inspection shall be for the purpose of determining compliance with all applicable rules and regulations concerning safety and maintenance of all rules and regulations applicable to said rental property, including the Code of the City of Kingston and all other such rules and regulations and laws of the State of New York. In addition, the owner and/or managing agent shall be obligated to review with the Building Safety Division of the Kingston Fire Department and its designee or agent the contents of the landlord registration statement to determine if all said information is up-to-date, complete and accurate in all respects.

B. Any inspection report issued pursuant to Subsection **A**, of this section which reveals the presence of a violation shall be remedied by the owner within the time stated in the report. Failure to bring any building and/or rental property into conformance with such report and/or to remedy within the time set forth therein shall constitute a violation of this article, it being expressly understood that this provision shall not constitute the exclusive remedy of the City of Kingston, but shall be an addition thereto.

§ 332-5. Application for search warrants.

At the request of the Building Safety Division of the Kingston Fire Department, the Corporation Counsel is authorized to make application to the City Court of the City of Kingston or any other court of competent jurisdiction for the issuance of a search warrant to be executed by a police officer in order to conduct an inspection of any premises believed to be subject to the registry jurisdiction of this article. The Building Safety Division of the Kingston Fire Department may seek a search warrant whenever the owner and/or managing agent fails to allow inspections of any dwelling unit contained in the rental property where there is a reasonable cause to believe that there is a violation of this article or a violation of the New York Uniformed Fire Prevention Building Code Act or of any code of the City of Kingston or any applicable fire code.

§ 332-6. Public to have access to records.

Nothing in this article shall prevent any member of the public, prospective tenant or any resident of the City of Kingston from determining whether any particular rental property has been registered pursuant to this article. The general public shall have full access to said landlord registration statements upon filing of the proper Freedom of Information Act application.

§ 332-7. Enforcement.

The City of Kingston shall have a choice of enforcing this article by seeking civil penalties or by instituting a criminal proceeding or may choose to do both.

A. Criminal proceeding. A summons or appearance ticket for any violation of this article may be served in the County of Ulster, New York as defined within the meaning of New York Criminal Procedure Law, § 150.40. In the event that the owner does not reside in the County of Ulster, then the owner shall be obligated to designate a managing agent, who maintains a bona fide residence in the County of Ulster.

B. A designating managing agent of an owner may be served with a notice of violation, order of remedy, order of violation, an appearance ticket or other service of process, whether criminal or civil, pursuant to and subject to the provisions of law as if actually served upon the owner.

C. No owner who designates a managing agent pursuant to the provisions of this article may assert the defense of lack of notice or lack of in personam jurisdiction based solely upon the service of process upon his designated agent.

§ 332-8. Service of papers - notice of violations.

Service of papers and notice of violations shall be:

A. By delivering to and leaving a copy of the same with any person or persons violating, or who may be liable under any of the several provisions of this article; and

B. By registered or certified mail to the most current address on file in the landlord registration statement upon the owner and/or managing agent; and

C. If none is on file to the most current address in the City Assessors Office by registered or certified mail to the owner and/or managing agent; and if such person or persons cannot be served by any of the aforesaid methods after diligent search shall have been made for him/her or them, then such notice or order may be served by posting the same in a conspicuous place upon the rental property where such violation is alleged to exist, or to which such notice may refer, or which may be deemed unsafe or dangerous, which shall be the equivalent of personal service of said notice upon all parties, including the owner and/or managing agent for whom such search shall have been made; or

D. By any other method or service authorized pursuant to Article III of C.P.L.R.

E. Notice by mail to owners residing out of state. If the person or persons or any of them to whom said notice is directed, do not reside in the County of Ulster and have no known place of business therein, the same may be served by delivering to or leaving with such person or persons or either of them a copy of said notice. If said person or persons cannot be found with a due diligence search, then by posting a copy of the same in a manner aforesaid and depositing a copy thereof in a post office in the City of Kingston, enclosed in a sealed wrapper addressed to said person or persons at his/her last known place of residence with the postage paid thereon, and said posting and mailing a copy of said notice shall be equivalent to personal service of said notice.

§ 332-9. Rental permit required; fees.

A. Rental permits.

(1) No rental property and/or building as defined herein shall be occupied by anyone, including any tenants, without a valid rental permit.

(2) The Building Safety Division of the Kingston Fire Department shall issue such permit after receipt of a valid landlord registration statement as discussed herein. Such rental permit shall be valid until such lime as the owner or any new owner is required to file a new landlord registration statement.

(3) The owner and/or managing agent must present the previous rental permit at the time that the new landlord registration statement is submitted.

B. The fee schedule applicable to the inspections required by this article shall be set forth in the fee schedule to be established by resolution of the Common Council of this City.[1]
[Added 9-14-2004 by L.L. No. 4-2004, approved 10-5-2004; amended 9-2-2014 by L.L. No. 2-2014, approved 9-11-2014]
[1] *Editor's Note: See Ch.* ***217****, Fees.*

§ 332-10. Posting of trash/refuse policy; notification to tenants of "Property Maintenance by Tenants" ordinance.

[Added 8-2-2005 by L.L. No. 3-2005, approved 9-6-2005[1]; amended 1-8-2013 by L.L. No. 1-2013, approved 1-22-2013]

A. The Department of Public Works' trash/refuse policies and procedures shall be conspicuously posted in all rental buildings by the owner.

B. The landlord shall receive an initial fine of $100 if the Department of Public Works' trash/refuse policies and procedures are not conspicuously posted in any rental building owned by the owner. Should such notice thereafter not be conspicuously posted, a fine of $250 shall be imposed against the owner.

C. The landlord shall provide each tenant with a copy of the City of Kingston "Property Maintenance by Tenants" ordinance (Chapter **333** of the Code of the City of Kingston) at the time the tenant executes a rental lease or when the tenant initially takes occupancy of the rental property, whichever event occurs sooner. The receipt of a copy of Chapter **333** should be acknowledged by the tenant in writing, and such writing shall be retained by the landlord.

D. Failure to comply with the provisions of § **332-10C** shall result in the landlord being subject to a fine of $100.

[1] *Editor's Note: This local law also redesignated former §§ 332-10 and 332-11 as 332-11 and 332-12, respectively.*

§ 332-11. Revocation or suspension of permit.

Any permit issued pursuant to this article may be revoked or suspended by the Building Safety Division of the Kingston Fire Department after notice to the owner and an opportunity for the owner to be heard upon a finding by the Building Safety Division that the requirements of this article or any conditions of said permit have been violated or that the premises are not being maintained in accordance with the requirements of any applicable law, rule or regulation.

§ 332-12. Penalties for offenses.

Violations of this article will constitute an offense within the meaning of the Penal Law of the State of New York, punishable as provided for herein. In addition, a violation of any provision of this article shall constitute a municipal infraction and will be subject to applicable penalties under this article, and the City of Kingston may choose to enforce this article as a criminal or civil matter, or both. Any owner who violates, disobeys, neglects or refuses to comply with any of the terms of this article shall be subject to a fine of not more than $500. Each week a violation continues shall be deemed a separate offense and so subject the owner to an additional fine of up to $500. In addition, if the City of Kingston chooses to proceed under this article as a criminal offense, the violation of this article shall be subject to a fine of up to $500 and/or up to 30 days in jail, it being understood that each week a violation continues shall be deemed a separate offense subjecting the offender to additional weekly fines of up to $500 and/or additional jail sentences of up to 30 days.

City of Kingston, NY
Wednesday, June 1, 2016

Chapter 333. Rental Premises, Property Maintenance for Tenants of

§ 333-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

RENTED RESIDENTIAL PREMISES

Includes all premises used or intended for dwelling or related purposes, permanent or transient by a tenant(s).

TENANT

A person in possession or control of premises under a written lease or oral agreement for the payment of money.

§ 333-2. General requirements.

Tenants of rented residential premises shall maintain the rented premises in conformance with the following standards. Tenants shall only be responsible for conditions that he or she actually caused.

§ 333-3. Open areas.

A. Steps, walks, driveways, parking spaces and similar paved areas shall be maintained to afford safe and convenient passage. Structural repairs are the responsibility of the property owner.

B. Yards, courts and vacant lots shall be kept clean and free of hazards.

C. Open fires shall not be permitted, unless authorized and approved pursuant to local law and in conformity with state air pollution control regulations.

D. Vehicles shall not be parked between the front line(s) of the building extended to the side lines and the front line of the lot, except in formally designated parking area.

§ 333-4. Buildings and structures.

A. Floors, walls, including windows and doors, ceilings and other interior surfaces within the rented residential premises shall be maintained in clean and sanitary condition so as not to attract insect, vermin and rodent harborage and infestation.

B. Extension cords. Electrical extension cords shall not be used in excess. If extension cords must be used, they must not cross any pathways, or be placed under carpets or rugs. They also should not be a tripping hazard.

C. Electrical.

(1) Tenants who are not licensed electricians shall not do any electrical work, nor shall they tamper with any electrical wiring in any way, nor shall they permit third parties who are not licensed electricians to do such electrical work, or to tamper with any electrical wiring in any way.

(2) Electrical light fixtures and other heat-generating appliances shall not be covered with fabric or other combustible material.

D. External decorative lighting, including but not limited to holiday lighting, shall not be hung by tacks or nails in such a manner as to create a fire hazard.

E. Excessive amounts of loose fabric when used as a wall or ceiling covering is a fire hazard and is not permitted.

F. Tenants may not store or place anything in such a way that it might block or prevent the use of a means of exiting from a room, apartment, or building. Items should not be stored by tenants in unfinished areas of buildings (cellars, attics, etc.), which could contribute to combustion in a fire or block access by emergency personnel. (i.e., mattresses, old boxes, lumber, clothes, etc.).

G. Tenants shall not store combustible or flammable liquids in their residence, or in accessory buildings, except in sealed, approved containers.

H. Flammable and combustible liquids shall not be stored in hallways, exits, stairways or areas normally used for the safe passage of people.

I. Unfinished areas of buildings, such as cellars or attics, shall not be used for any activities whatsoever other than for utility purposes.

J. Rugs or carpet shall not be installed in such a way as to obstruct the smooth opening or closing of any doors.

K. Cooking and refrigeration appliances, kitchens, and bathrooms must be kept in a clean and sanitary condition so as not to attract insect, vermin and rodent harborage and infestation.

L. Food garbage shall not be stored on premises in such a way or for such a period of time so as to become a health hazard.

§ 333-5. Infestation and screening.

For single-occupancy premises only:

A. Grounds, buildings and structures shall be maintained free of insect, vermin and rodent harborage and infestation.

B. Where rodent infestation exists, windows and other openings in basements and cellars shall be screened to prevent entrance of rodents.

§ 333-6. Garbage and refuse.

A. Adequate sanitary facilities and methods shall be used for the collection, storage, handling and disposal of garbage and refuse within rental dwellings. Storage containers in rental dwellings shall be of an approved flame-resistant material.

B. The accumulation or storage of garbage or refuse in public halls or stairways shall be prohibited.

C. Tenants should not place loose bags of garbage and or recyclables outside the premises or in a garage area, except within the confines of a receptacle designed for such use.

D. Tenants shall not store or leave interior furniture outdoors except for disposal in accordance with applicable rules and regulations of the Department of Public Works.

§ 333-7. Junk.

A. Refrigerators, and similar equipment with locking mechanisms, shall not be discarded, abandoned or stored on premises accessible to children, without first removing the locking devices or the hinges of the doors.

B. Junked vehicles, equipment and materials shall not be stored in open areas of premises.

§ 333-8. Domestic animals and pets.

Domestic animals and pets shall be kept in an appropriate manner so as not to constitute a hazard or nuisance. All pet waste shall be promptly collected and disposed of in a sanitary manner.

§ 333-9. Smoke detectors; carbon monoxide detectors; fire extinguishers; sprinkler systems.

A. Smoke detectors and carbon monoxide detectors shall not be removed, damaged or disabled in any way. Smoke and carbon monoxide detectors shall not be disabled by the tenant(s).

B. The detectors shall not be disconnected from a power source or rendered inoperable in any way. Batteries in smoke detectors located in a residential premises must be maintained by the tenant(s) of the premises.

C. It shall be the duty of the tenant(s) of any residential premises to keep and maintain such detectors located within their dwelling unit, or sleeping room, in good repair and operable condition and to notify the landlord to replace any and all devices which are stolen, removed, missing or rendered inoperable during their tenancy of such dwelling unit with an identical device or an equivalent device, as approved by the owner.

D. Fire extinguishers shall not be used for any purpose other than that for which they were designed.

E. Sprinkler systems shall not be tampered with in any way whatsoever, nor shall sprinkler heads be used to hang anything from.

§ 333-10. Exits; hardware for doors.

A. Prohibited locking devices. No hasp, lock, padlock, bar, chain or other device, which is openable only from the exterior, shall be installed by a tenant(s) on any door, which is used or intended to be used, as a means of egress.

B. Locking devices required.

(1)

It is the responsibility of all landlords to ensure that exit doors from dwelling units, and doors from bedrooms, sleeping rooms or lodging units which are located within dwelling units, rooming or boarding houses, in which three or more unrelated individuals reside, shall be equipped with a locking device which is securable by means of a key from the outside and which is provided, on the inside, with a simple type of releasing device, such as a knob, handle or panic bar, the method of operation of which is obvious, even in darkness. No tenant shall remove and/or disable said locking devices.

(2) It is the responsibility of all landlords to ensure that all openable windows located within 10 feet, measured vertically, or within six feet, measured horizontally, of ground level, or of exterior balconies, porches, stairs, fire escapes, railings, roof surfaces or any other accessible structure, shall be equipped with sash locks designed to be openable from the inside only. Sash locks shall be easily openable without the use of keys and be maintained in good repair. No tenant shall remove and/or disable said sash locks.

C. Self-closing doors shall not be blocked in the open position, and automatic doors shall not be removed.

D. Exit lights and signs shall not be tampered with. If exit lights are out or malfunctioning, the landlord must be notified.

§ 333-11. Violations and enforcement.

A. Whenever the City Code Enforcement Officer finds that there has been a violation of these standards, the Code Enforcement Officer shall issue a notice of violation and order to remedy to the person or persons responsible. The order shall:

(1) Be in writing.

(2) Identify the premises.

(3) Specify the violation and remedial action to be taken.

(4) Provide a reasonable time limit for compliance.

(5) State the time within which an appeal may be taken.

(6) If the violation constitutes a public nuisance or renders the premises dangerous or unsafe, include, in the order, a statement that if the violation is not remedied within the time limit specified in the order, the City may remedy the violation.

B. A notice of violation and order may be served as follows:

(1) By personal service upon the tenant(s).

(2) By posting a copy thereof on the door of the tenant(s) premises, or if access thereto is denied, by posting a copy thereof on the outside door of the building and mailing a copy to the tenant(s) in a postpaid wrapper addressed to the tenant(s).

C. In case the tenant(s) shall fail, neglect or refuse to remove, eliminate or abate the violation, or in the case that the owner, lessor or agent fails to cause the tenant(s) to remove the violation within the time specified, the Code Enforcement Officer shall forward the notice of violation to the Corporation Counsel who shall prosecute same as provided herein.

D.

If the violation constitutes a public nuisance or renders the premises dangerous or unsafe, and the violation order has been served, but the violation has not been remedied within the time limit specified in such violation order, the City may remedy the violation.

§ 333-12. Penalties for offenses.

Failure to comply with a violation order, within the time limit stated therein, shall constitute an offense. A person convicted of an offense shall be punished by a fine not to exceed $250 or imprisonment, or both. Each week that a violation continues shall be deemed a separate offense and so subject the occupant to an additional penalty as provided above.

§ 333-13. Violations constitute substantial obligation of tenancy.

Unless otherwise provided for by state or federal law or the provisions of a lease, the compliance with the provisions of this chapter shall constitute a substantial obligation of every residential tenancy and the violation thereof shall be grounds for termination of the tenancy.

ARTICLE 9. - RENTAL REGISTRY

Sec. 27-130. - Rental registry established.

The city of Syracuse hereby creates a rental registry for all one-family and two-family non-owner occupied dwellings throughout the city of Syracuse. The rental registry shall consist of identifying information for all owners of one-family and two-family non-owner occupied dwellings.

(Gen. Ord. No. 16-2007, 5-7-07)

Sec. 27-131. - Rental registry certificate required.

(a) Effective January 1, 2011, owners are required to obtain a rental registry certificate for each one-family and/or two-family non-owner occupied dwelling rented or leased within the city of Syracuse.

(b) Rental registry certificates will expire two (2) years after they are issued. The expiration date shall be printed on each rental registry certificate.

(c) Upon expiration of any rental registry certificate, an owner must renew the registration of any one-family and/or two-family non-owner occupied dwellings they with to continue renting or leasing to tenants at least forty-five (45) days prior to the expiration date of the rental registry certificate.

(d) Notwithstanding the foregoing, an owner is not required to obtain a rental registry certificate for any one-family and/or two-family non-owner occupied dwelling where at least one dwelling unit is solely occupied by a person related by blood, marriage, or adoption to or under the legal custody of the owner of the dwelling unit, which may include one additional person who is not a minor without regard to the relationship of the person and without regard to the number of minors in the dwelling unit related by blood, marriage or adoption to the additional person or under the legal custody of the person.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10)

Sec. 27-132. - Application and processing fee.

(a) An application and processing fee must be paid for each one-family and/or two-family non-owner occupied dwelling that the owner(s) wish to register, and must be submitted with the rental registry application form. The application and processing fee for one-family and/or two-family non-owner occupied dwellings shall be one hundred fifty dollars ($150.00).

(b) Owners who qualify as "compliant landlords" as described in sections 27-142 and 27-143 do not have to pay the application and processing fee.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10)

Sec. 27-132a. - No fees for rental registry in special neighborhood districts.

No fees for a rental registry certificate shall be charged for one-family and/or two-family non-owner occupied dwellings in a special neighborhood district, provided that the owner has applied for and paid the applicable fees for the certificate of sufficiency required for the non-owner occupied dwelling.

(Gen. Ord. No. 45-2010, 12-20-10)

Sec. 27-133. - Registration.

(a) To obtain a rental registry certificate, an owner of a one-family and/or two-family non-owner occupied dwelling must, at the time of registration:

(1) Complete the rental registry certificate application form as described in section 27-133, and disclose all required information to the satisfaction of the division of code enforcement;

(2) Pay all required fees, pursuant to section 27-132 above;

(3) Have no open cases with the division of code enforcement on the property being registered;

(4) Complete an affidavit of compliance, pursuant to section 27-140

(5) Be current on all taxes and water bills for the property being registered;

(6) Have no pending nuisance abatement proceedings or orders of closure for the property being registered; and

(7) The property being registered must pass an exterior inspection conducted by employees of the division of code enforcement.

(b) The rental registry certificate application form and affidavit of compliance shall be signed by an owner of the property or a property manager who is also employed by the owner to manage the registered property.

(c) Owners of one-family and/or two-family non-owner occupied dwellings that are required to be registered pursuant to section 27-131(a) shall file the rental registry certificate application form during the following time periods, determined by the property's location within one of the city's four (4) quadrants used by the department of public works for the yard waste and construction debris pick-up schedule, as set forth and defined in section 14-21(b) of the revised general ordinances of the city of Syracuse, as amended:

(1) Properties located within the southeast quadrant shall have their rental registry certificate application forms filed between January 1 and February 15 every odd year.

(2) Properties located within the southwest quadrant shall have their rental registry certificate application forms filed between July 1 and August 15 every odd year.

(3) Properties located within the northwest quadrant shall have their rental registry certificate application forms filed between January 1 and February 15 every even year.

(4) Properties located within the northeast quadrant shall have their rental registry certificate application forms filed between July 1 and August 15 every even year.

A map of the quadrants shall be made available at the division of code enforcement.

(d) Owners must obtain the rental registry certificates for each one-family and/or two-family non-owner occupied dwelling rented or leased within the city of Syracuse no later than the deadlines for the issuance of rental registry certificates set forth herein. For rental registry applications filed by the deadlines set forth in section 27-132(c) above, the deadlines for the issuance ("issuance deadlines") of rental registry certificates by the division of code enforcement are as follows:

(1) Rental registry certificates for properties located in the southeast quadrant shall be issued no later than June 30 every odd year.

(2) Rental registry certificates for properties located in the southwest quadrant shall be issued no later than December 31 every odd year.

(3) Rental registry certificates for properties located in the northwest quadrant shall be issued no later than June 30 every even year.

(4) Rental registry certificates for properties located in the northeast quadrant shall be issued no

later than December 31 every even year.

(e) Any property that becomes a one-family and/or two-family non-owner occupied dwelling due to a sale of the property or other change, outside of the property's designated time period set forth above, must be registered within fifteen (15) days of the change in character of the property and obtain a rental registry certificate no later than the next issuance deadline for the quadrant where the property is located, as follows:

(1) If the property is registered within the six (6) months of the designated quadrant's issuance deadline, the application and processing fee shall be one hundred twenty-five dollars ($125.00).

(2) If the property is registered within seven (7) to twelve (12) months of the designated quadrant's issuance deadline, the application and processing fee shall be one hundred dollars ($100.00).

(3) If the property is registered within thirteen (13) to eighteen (18) months of the designated quadrant's issuance deadline, the application and processing fee shall be seventy-five dollars ($75.00).

(f) Any owner of a one-family or two-family non-owner occupied dwelling who registers a one-family or two-family non-owner occupied dwelling outside of the designated time period as set forth in section 27-132(c) above, and the property being registered has not undergone any ownership or character changes, shall pay one hundred fifty dollars ($150.00) in addition to an administrative surcharge in an amount to be determined by the director of the division of code enforcement.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11)

Sec. 27-134. - Registration application.

(a) The rental registry application form is available at the division of code enforcement.

(b) A rental registry application form must be completed for each one-family and/or two-family non-owner occupied dwelling to be rented or leased. The rental registry application form must be submitted to the division of code enforcement.

(c) The rental registry application form shall request relevant information relating to the owner of the one-family and/or two-family non-owner occupied dwelling being registered. This information shall include, but not be limited to:

(1) The owner's name, domicile address and telephone number;

(2) If the owner is a corporation, general or limited partnership or a limited liability company, all information required by section 27-135 shall be provided;

(3) If the owner employs a property manager, the name, domicile address and telephone number of the property manager, the duties and responsibilities of the property manager, whether the property manager is a licensed real estate broker, and the property manager's real estate broker license number; and

(4) The names and street addresses and/or domicile addresses of any and all individuals, companies, firms, corporations, etc. Who perform the duties of a property manager on the property being registered.

(d) No post office box addresses will be accepted in lieu of the domicile and/or the street addresses for any of the information required in this article.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11)

Sec. 27-135. - Registration application requirements for entities.

(a) An owner of a one-family and/or two-family non-owner occupied dwelling that is a limited liability company (LLC), corporation, or general or limited partnership must provide the name, domicile address and telephone number of each principal, partner, associate, member and/or any other party responsible for the contracts and obligations of the LLC, corporation, or general or limited partnership, and submit that information with the rental registry application form.

(b) No post office box addresses will be accepted as addresses for any of the information required in this section.

(c) At the time of initial registration, an owner of a one-family and/or two-family non-owner occupied dwelling that is an LLC, corporation, or general or limited partnership must attach the LLC, corporation, or general or limited partnership's articles of organization, articles of incorporation, or partnership agreement along with the entity's operation agreement or similar document.

(d) In no event shall an LLC be an owner occupant for purposes of this article.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10)

Sec. 27-136. - Rental registry card not transferable.

Rental registry cards cannot be transferred from one owner to another for a one-family or two-family non-owner occupied dwelling.

(Gen. Ord. No. 16-2007, 5-7-07)

Sec. 27-137. - Conversion to vacant registry.

Should the owner of a one-family or two-family non-owner occupied dwelling that has a rental registry certificate pursuant to this article convert the dwelling to a vacant one-family or two-family structure, the owner shall notify the division immediately of the vacancy and the director or designated representative shall convert the rental registry certificate for the non-owner occupied dwelling/vacant structure to a vacant registration. No additional fees shall be required from the owner at the time of the conversion. However, after the conversion, the owner of the now converted one-family or two-family vacant structure will be required to comply with all the provisions of section 27-116(e), including registering the vacant one-family or two-family vacant structure every three (3) years and paying all applicable vacant registry fees at times of subsequent registrations.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10)

Sec. 27-138. - Severability.

In the event any clause, sentence, paragraph, section or part of this article shall be finally adjudged by a court of competent jurisdiction to be invalid, unlawful and/or unconstitutional, such determination shall not affect, impair or invalidate the remainder thereof but shall be limited to the portion directly involved in the determination and the remainder of this article shall remain in full force and effect.

(Gen. Ord. No. 16-2007, 5-7-07)

Sec. 27-139. - Posting of a rental registry certificate.

Owners must conspicuously post their rental registry certificate within a common space of the property and must make the rental registry certificate available to present to inspectors and other employees of the division of code enforcement. If there is no common space in a two-family non-owner occupied dwelling, then a copy of the rental registry certificate must be conspicuously posted within the interior of each unit.

(Gen. Ord. No. 45-2010, 12-20-10)

Sec. 27-140. - Affidavit of compliance.

(a) In accordance with section 27-134(c), all owners or property managers submitting an affidavit of compliance, as part of the rental registry application form, must affirm that the property substantially satisfies each code requirement listed in the checklist on the affidavit of compliance.

(b) The affidavit of compliance, as part of the rental registry application form, shall be made available by the division of code enforcement and may be submitted to the division of code enforcement by mail or in person. The affidavit of compliance must be notarized and sworn to by the owner or property manager before submission.

(Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11)

Sec. 27-141. - Creation of "compliant landlord" list.

(a) Through the creation of a "compliant landlord" list, the city will recognize those owners of one-family and/or two-family non-owner occupied dwellings who have fully met the requirements set forth in section 27-142. The list shall, at the discretion of the department of neighborhood and business development (NBD) and at intervals of NBD's choosing, be published.

(b) Inclusion in the "compliant landlord" list is not a right that will vest at any time, and may be subject to future alteration or termination at the city's discretion, and/or pursuant to changes in city, state and federal law.

(Gen. Ord. No. 45-2010, 12-20-10)

Sec. 27-142. - Qualifications to be a "compliant landlord."

(a) To be a compliant landlord, owners must satisfy the requirements set forth in sections 27-132, 27-133 and 27-134 and all of the requirements set forth in this section.

(b) To be a compliant landlord, owners must, at registration:

(1) Have been issued a rental registry certificate or rental registry card for all one-family and two-family non-owner occupied dwellings they own and rent or lease within the city of Syracuse;

(2) Have no open cases with the division of code enforcement, and no outstanding violations under this chapter, the New York State Uniform Fire Prevention and Building Code, or the city's building code, on all properties that the owner owns, or has an interest in, located within the city of Syracuse;

(3) Not be in arrears on water bills or real property taxes on all properties that the owner owns, or has an interest in, located within the city of Syracuse;

(4) Have had no nuisance abatement proceedings or orders of closure, or pending nuisance abatement proceedings, on any properties that the owner owns, or has an interest in, located within the city during the calendar year prior to registration;

(5) Have completed and had notarized the affidavit of compliance and submitted it to the division of code enforcement;

(6) If a person or entity registering a property in their own name, is also a member of one or more LLCs, corporations, or general or limited partnerships that own and rent or lease one-family and/or two-family non-owner occupied dwellings in the city of Syracuse, the person or entity must identify those LLCs, corporations, and/or general or limited partnerships that own property in the city of Syracuse by providing the name of the LLC, corporations, and/or general or limited partnership and the address(es) of all properties in the city of Syracuse that it owns; and

(7) Consent to an interior inspection of the property being registered by the division. Should the owner not consent to an interior inspection, they will not be placed on the compliant landlord list, but will not be required to pay a application and processing fee.

(Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11; Gen. Ord. No. 17-2012, 7-9-12)

Sec. 27-143. - Seasonal violations and "compliant landlord" list.

Where the owner is unable to remedy a code violation due to a seasonal, weather related obstruction, the city may, on a case-by-case basis, provide the owner with additional time to remedy that particular code violation, and will, upon the remediation of the code violation, allow for owner's inclusion on a "compliant landlord" list.

(Gen. Ord. No. 45-2010, 12-20-10)

Sec. 27-144. - Benefits applicable to owners who qualify for "compliant landlord" list.

Inclusion in the city's "compliant landlord" list will:

(a) Provide for public recognition of the compliant landlords of one-family and/or two-family non-owner occupied dwellings who are in full compliance with the qualifications to be a "compliant landlord;"

(b) Allow compliant landlords to, at their choosing, have their names and addresses submitted by the city to county, state, and federal governments as compliant Landlords to participate in programs through New York State's Department of Social Services and through federal subsidized housing programs, such as Section 8, or other nongovernmental agencies and organizations involved in providing and/or securing housing for tenants; and

(c) Waive any fees associated with registration.

(Gen. Ord. No. 45-2010, 12-20-10)

Secs. 27-145—27-150. - Reserved.