

CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION

IMPORTANT NOTICE: The answers to the questions contained in this application are necessary to determine your firm's eligibility for financing and other assistance from City of Newburgh Industrial Development Agency. These answers will also be used in the preparation of papers in this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of your firm who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. This application is subject to acceptance by the Agency.

TO: City of Newburgh Industrial Development Agency
83 Broadway, 3rd Floor
PO Box 1298
Newburgh, New York 12551
Attention: Chairman

This application by applicant respectfully states:

APPLICANT: 104 Washington St, LLC

APPLICANT'S STREET ADDRESS: 13 Chamber Street

CITY: Newburgh STATE: NY ZIP CODE: 12550

PHONE NO.: 845-218-1554 FAX NO.: (646) 661-2809 E-MAIL: ppp@libertygroupe.com

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION: Philippe Pierre; Charley Huebner

IF APPLICANT IS REPRESENTED BY AN ATTORNEY, COMPLETE THE FOLLOWING:

NAME OF FIRM: Catania Mahon & Rider

NAME OF ATTORNEY: Michelle Rider

ATTORNEY'S STREET ADDRESS: 1 CORWIN COURT

CITY: Newburgh STATE: NY ZIP CODE: 12550

PHONE NO.: (845) 565-1100 FAX NO.: (845) 565-1999 E-MAIL: mrider@cmrlaw.com

NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 2 BEFORE FILLING OUT THIS APPLICATION.

INSTRUCTIONS

1. The Agency will not approve any application unless, in the judgment of the Agency, said application and the summary contain sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using “none” or “not applicable” or “N/A” where the question is not appropriate to the project which is the subject of this application (the “Project”).
3. If an estimate is given as the answer to a question, put “(est)” after the figure or answer which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return two (2) copies of this application to the Agency at the address indicated on the first page of this application.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant’s competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency’s bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel/special counsel to the Agency. The costs incurred by the Agency, including the Agency’s general counsel and bond counsel, may be considered as a part of the project and included as a part of the resultant bond issue.
9. The Agency has established an application fee of Two Hundred Fifty Dollars (\$250) to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. **THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.**
10. The Agency has established a project fee for each project in which the Agency participates. **UNLESS THE AGENCY AGREES IN WRITING TO THE CONTRARY, THIS PROJECT FEE IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY.**

FOR AGENCY USE ONLY

1. Project Number	
2. Date application Received by Agency	, 20
3. Date application referred to attorney for review	, 20
4. Date copy of application mailed to members	, 20
5. Date notice of Agency meeting on application posted	, 20
6. Date notice of Agency meeting on application mailed	, 20
7. Date of Agency meeting on application	, 20
8. Date Agency conditionally approved application	, 20
9. Date scheduled for public hearing	, 20
10. Date Environmental Assessment Form ("EAF") received	, 20
11. Date Agency completed environmental review	, 20
12. Date of final approval of application	, 20

SUMMARY OF PROJECT

Applicant: 104 Washington St, LLC
Contact Person: Philippe Pierre
Phone Number: 845-218-1554
Occupant: N/A
Project Location: 104 Washington St. Newburgh, NY
Approximate Size of Project Site: 50x100
Description of Project: Ground up, mixed-use development

Type of Project: [] Manufacturing [] Warehouse/Distribution
[] Commercial [] Not-For-Profit
[X] Other-Specify Mixed Use: Commercial and Residential

Employment Impact: Existing Jobs 0
New Jobs 0*

Project Cost: \$ [REDACTED]

Type of Financing: [] Tax-Exempt [X] Taxable [] Straight Lease

Amount of Bonds Requested: \$ N/A

Estimated Value of Tax-Exemptions:

Table with 2 columns: Tax Exemption Type and Amount. Rows include N.Y.S. Sales and Compensating Use Tax (\$155,000), Mortgage Recording Taxes (\$35,000), Real Property Tax Exemptions (\$1,271,000), and Other (please specify) (\$None).

Provide estimates for the following:

Number of Full Time Employees at the Project Site before IDA Status: 0
Estimate of Jobs to be Created: 0**
Estimate of Jobs to be Retained: N/A

**Applicant is an SPE with no payroll. Project will create commercial space for local businesses. See Memorandum - Appendix A

Average Estimated Annual Salary of Jobs to be Created: N/A
Annualized Salary Range of Jobs to be Created: N/A
Estimated Average Annual Salary of Jobs to be Retained: _____

I. INFORMATION CONCERNING THE PROPOSED OCCUPANT OF THE PROJECT (HEREINAFTER, THE "COMPANY").

A. Identity of Company:

1. Company Name: 104 Washington St, LLC
 Present Address: 13 Chambers Street, Newburgh, NY
 Zip Code: 12550
 Employer's ID No.: 85-2547504
2. If the Company differs from the Applicant, give details of relationship: _____

3. Indicate type of business organization of Company:
 - a. Corporation. If so, incorporated in what country? _____; What State? _____; Date Incorporated _____; Type of Corporation? _____; Authorized to do business in New York? Yes ___; No ___.
 - b. Partnership. If so, indicate type of partnership _____; Number of general partners _____; Number of limited partners _____.
 - c. Limited liability company. If so, formed in what State? NY
 Date formed: 8/17/2020; Authorized to do business in New York State? Yes x; No _____
 - d. Sole proprietorship.
4. Is the Company a subsidiary or direct or indirect affiliate of any other organization(s)?
 If so, indicate name of related organization(s) and relationship: _____

B. Management of Company:

1. List all owners, officers, members, directors and partners (complete all columns for each person):

NAME AND HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS
Philippe Pierre [REDACTED]	Member	Mistral Construction, LLC
Charley Huebner [REDACTED]	Member	Mistral Construction, LLC

--	--	--

2. Is the Company or management of the Company now a plaintiff or a defendant in any civil or criminal litigation? Yes ___; No x.
3. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)? Yes ___; No x.
4. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? Yes ___; No x.
5. If the answer to any of questions 2 through 4 is yes, please, furnish details in a separate attachment.

C. Principal owners of Company:

1. Is Company publicly held? Yes ___; No x. If yes, please list exchanges where stock traded: _____

2. If no, list all stockholders having a 5% or more interest in the Company:

NAME	ADDRESS	PERCENTAGE OF HOLDING
	X	X

- D. Company's principal bank(s) of account: Key Bank N.A Route 300, Newburgh, NY

II. DATA REGARDING PROPOSED PROJECT.

A. Description of the Project: (Please provide a brief narrative description of the Project.)

Ground up development of mixed-use commercial and residential project.

B. Location of the Project:

1. Street Address: 104 Washington Street, Newburgh, NY
2. City of Newburgh
3. Town of _____
4. Village of _____
5. County of Orange

C. Description of the Project site:

1. Approximate size (in acres or square feet) of the Project site: 0.115. Is a map, survey or sketch of the Project site attached? Yes ; No .
2. Are there existing buildings on the Project site? Yes ; No .
 - a. If yes, indicate the number of buildings on the site: 1. Also, please briefly identify each existing building and indicate the approximate size (in square feet) of each such existing building: Current structure is an unstable shell masonry building

 - b. Are the existing buildings in operation? Yes ; No . If yes, describe present use of present buildings: _____

 - c. Are the existing buildings abandoned? Yes ; No . About to be abandoned? Yes ; No . If yes, describe: Current structure is an unstable shell masonry building. Has been abandoned for over 40 years

 - d. Attach photograph of present buildings.
See Appendix F

3. Utilities serving the Project site:

Water-Municipal: Yes
 Other (describe) _____
 Sewer-Municipal: Yes
 Other (describe) _____
 Electric-Utility: Central Hudson
 Other (describe) _____
 Heat-Utility: Central Hudson
 Other (describe) _____

4. Present legal owner of the Project site: Newburgh Community Land Bank, Inc.

- a. If the Company owns the Project site, indicate date of purchase: _____, 20____; purchase price: \$ _____.
- b. If Company does not own the Project site, does Company have an option signed with the owner to purchase the Project site? Yes x; No _____. If yes, indicate date option signed with the owner: Sept. 4, 2020; and the date the option expires: Dec. 31, 2020. The Newburgh Community Land Bank Board of Directors has agreed to give 104 Washington St, LLC more time to reach an agreement with the IDA.
- c. If the Company does not own the Project site, is there a relationship legally or by common control between the Company and the present owner of the Project site? Yes ____; No _____. If yes, describe; _____

5. a. Zoning District in which the Project site is located: DN

- b. Are there any variances or special permits affecting the Project site? Yes x; No _____. If yes, list below and attach copies of all such variances or special permits:
See attached informational from City of Newburgh Code Enforcement - See Appendix E

D. Description of Proposed Construction:

- 1. Does part of the Project consist of the acquisition or construction of a new building or buildings? Yes x; No _____. If yes, indicate number and size of new buildings:
One new building
50'x88.5' with four stories. Commercial ground floor, residential above

2. Does part of the Project consist of additions and/or renovations to existing buildings located on the Project site? Yes ___; No **x** . If yes, indicate the buildings to be expanded or renovated, the size of any expansions and the nature of expansion and/or renovation: _____

3. Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed, or expanded:

Office space and quality residential apartments.

E. Description of the Equipment:

1. Does a part of the Project consist of the acquisition or installation of machinery, equipment or other personal property (the "Equipment")? Yes ___; No **x** . If yes, describe the Equipment: _____

2. With respect to the Equipment to be acquired, will any of the Equipment be Equipment which has previously been used? Yes ___; No **x** . If yes, please provide detail:

3. Describe the principal uses to be made by the Company of the Equipment to be acquired or installed: _____

F. Project Use:

1. What are the principal products to be produced at the Project? _____

Construction materials

-
2. What are the principal activities to be conducted at the Project? _____
Office and residential dwellings
-
-
3. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes ___; No . If yes, please provide detail: _____
-
-
4. If the answer to question 3 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? _____%
5. If the answer to question 3 is yes, and the answer to question 4 is more than 33.33%, indicate whether any of the following apply to the Project:
- a. Will the Project be operated by a not-for-profit corporation? Yes ___; No ___. If yes, please explain: _____
-
-
- b. Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes ___; No ___. If yes, please explain: _____
-
-
- c. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York? Yes ___; No ___. If yes, please explain: _____
-
-
- d. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town, or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes ___; No ___. If yes, please provide detail: _____
-
-
-

e. Will the Project be located in one of the following: (i) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes ___; No ___. If yes, please explain: _____

6. If the answers to any of subdivisions c. through e. of question 5 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? Yes ___; No ___. If yes, please explain:

7. Will the completion of the Project result in the removal of a plant or facility of the Company or another proposed occupant of the Project (a "Project Occupant") from one area of the State of New York to another area of the State of New York? Yes ___; No x . If yes, please explain: _____

8. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Company located in the State of New York? Yes ___; No x . If yes, please provide detail: _____

9. If the answer to either question 7 or question 8 is yes, indicate whether any of the following apply to the Project:

a. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes ___; No ___. If yes, please provide detail: _____

- b. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes ___; No ___. If yes, please provide detail: _____

10. Will the Project be owned by a not-for-profit corporation? Yes ___; No . If yes, please provide detail: _____

11. If the answer to question 10 is yes, indicate whether any of the following apply to the Project:
- a. Is the Project a housing facility primarily designed to be occupied by individuals 60 years of age or older? Yes ___; No ___. If yes, please explain: _____

- b. Is the Project a dormitory for an educational institution? Yes ___; No ___. If yes, please explain: _____

- c. Is the Project a facility as defined in Article 28 of the Public Health Law? Yes ___; No ___. If yes, please explain: _____

12. If the answer to any of the questions contained in question 11 is yes, indicate whether the cost of the Project will exceed \$20 million. Yes ___; No . If yes, please provide detail: _____

13. Will the Project be sold or leased to a municipality? Yes ___; No . If yes, please provide detail: _____

G. Project Status:

1. If the Project includes the acquisition of any land or buildings, have any steps been taken toward acquiring same? Yes ; No . If yes, please discuss in detail the approximate stage of such acquisition: _____

104 Washington St, LLC has been selected as the developer for this project pursuant to an extensive public RFP process. Our offer price of \$60K was accepted and have executed a Sale and Purchase agreement from the seller on September 4th, 2020. The NCLB has granted more time prior to closing to reach an agreement with the IDA.

2. If the Project includes the acquisition of any Equipment, have any steps been taken toward acquiring same? Yes ; No . If yes, please discuss in detail the approximate stage of such acquisition: _____

3. If the Project involves the construction or reconstruction of any building or other improvement, has construction work on any such building or improvement begun? Yes ; No . If yes, please discuss in detail the approximate extent of construction and the extent of completion. Indicate in your answer whether such specific steps have been completed as site clearance and preparation; completion of foundations; installation of footings; etc.: _____

4. Please indicate amount of funds expended on the Project by the Company in the past three (3) years and the purposes of such expenditures: _____

\$60,000 on pre development costs

5. Please indicate the date the applicant estimates the Project will be completed: Q1 2023.

I. Method of Construction after Agency Approval:

1. If the Agency approves the project which is the subject of this application, there are two methods that may be used to construct the project. The applicant can construct the project privately and sell the project to the Agency upon completion. Alternatively, the applicant can request to be appointed as “agent” of the Agency, in which case certain laws applicable to public construction may apply to the project. Does the applicant wish

to be designated as “agent” of the Agency for purposes of constructing the project?
Yes ____; No .

2. If the answer to question 1 is yes, does the applicant desire such “agent” status prior to the closing date of the financing? Yes ____; No ____.

III. INFORMATION CONCERNING LEASES OR SUBLEASES OF THE PROJECT.
(PLEASE COMPLETE THE FOLLOWING SECTION IF THE COMPANY INTENDS TO
LEASE OR SUBLEASE ANY PORTION OF THE PROJECT).

A. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes ; No _____. If yes, please complete the following for each existing or proposed tenant or subtenant:

1. Sublessee name: Unknown at this time
Present Address: _____
City: _____ State: _____ Zip: _____
Employer’s ID No.: _____
Sublessee is: ____ Corporation: ____ Partnership: ____ Sole Proprietorship
Relationship to Company: _____
Percentage of Project to be leased or subleased: _____
Use of Project intended by Sublessee: _____
Date of lease or sublease to Sublessee: _____
Term of lease or sublease to Sublessee: _____
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project?
Yes ____; No _____. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.
2. Sublessee name: _____
Present Address: _____
City: _____ State: _____ Zip: _____
Employer’s ID No.: _____
Sublessee is:
____ Corporation: ____ Partnership: ____ Sole Proprietorship
Relationship to Company: _____
Percentage of Project to be leased or subleased: _____
Use of Project intended by Sublessee: _____
Date of lease or sublease to Sublessee: _____
Term of lease or sublease to Sublessee: _____
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project?
Yes ____; No _____. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

3. Sublessee name: _____
 Present Address: _____
 City: _____ State: _____ Zip: _____
 Employer's ID No.: _____
 Sublessee is: _____ Corporation: _____ Partnership: _____ Sole Proprietorship
 Relationship to Company: _____
 Percentage of Project to be leased or subleased: _____
 Use of Project intended by Sublessee: _____
 Date of lease or sublease to Sublessee: _____
 Term of lease or sublease to Sublessee: _____
 Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes _____; No _____. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

B. What percentage of the space intended to be leased or subleased is now subject to a binding written lease or sublease? Unknown at this time

IV. EMPLOYMENT IMPACT.

Does not include Construction Jobs - See Questionnaire PAGE 35

A. Indicate the number of people presently employed at the Project site and the **additional** number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

TYPE OF EMPLOYMENT Employees of Applicant					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time	None	_____	_____	_____	_____
Present Part Time	None	_____	_____	_____	_____
Present Seasonal	None	_____	_____	_____	_____

***Jobs will Created by Potential Tenants of Commercial Space; not the applicant.**

First Year Full Time	0		0		0*
First Year Part Time	0		0		0
First Year Seasonal	0		0		0
Second Year Full Time	0		0		0*
Second Year Part Time	0		0		0
Second Year Seasonal	0		0		0

TYPE OF EMPLOYMENT					
Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

TYPE OF EMPLOYMENT Employees of Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

- B. Indicate below (1) the estimated salary and fringe benefit averages or ranges and (2) the estimated number of employees residing in the Capital Region Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

Jobs will Created by Potential Tenants of Commercial Space; not the applicant.

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges	N/A*		N/A	
Estimated Number of Employees Residing in the Capital Region Economic Development Region ¹	N/A		N/A	

C. Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project:

The construction will complete in 2023 and will offer office space to business in Q1 of 2023

D. Please prepare a separate attachment describing in detail the types of employment at the Project site. Such attachment should describe the activities or work performed for each type of employment.










¹ The Capital Region Economic Development Region consists of the following counties: Albany, Columbia, Greene, Saratoga, Schenectady, Rensselaer, Warren, and Washington.

V. PROJECT COST.

A. Anticipated Project Costs. State the costs reasonably necessary for the acquisition of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Cost</u>	<u>Amount</u>
Land	XXXXXXXXXXXXXXXXXXXX
Buildings	XXXXXXXXXXXXXXXXXXXX
Machinery and equipment costs	XXXXXXXXXXXXXXXXXXXX
Utilities, roads and appurtenant costs	XXXXXXXXXXXXXXXXXXXX
Architects and engineering fees	XXXXXXXXXXXXXXXXXXXX
Costs of financing	XXXXXXXXXXXXXXXXXXXX
Construction loan fees and interest (if applicable)	XXXXXXXXXXXXXXXXXXXX
Other (specify)	
Construction Management	XXXXXXXXXXXXXXXXXXXX
_____	XXXXXXXXXXXXXXXXXXXX
_____	XXXXXXXXXXXXXXXXXXXX
TOTAL PROJECT COSTS	XXXXXXXXXXXXXXXXXXXX

B. Anticipated Project Financing Sources. State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Sources</u>	<u>Amount</u>
Private Sector Financing	\$ 
Public Sector	
Federal Programs	
State Programs	
Local Programs	
Applicant Equity	
Other (specify, e.g., tax credits)	
_____	
_____	
_____	
TOTAL AMOUNT OF PROJECT FINANCING SOURCES	

C. Have any of the above expenditures already been made by the applicant?
Yes ; No . If yes, indicate particulars.

**The applicant has remitted a down payment on the property acquisition to the NCLB.
The applicant has expended funds for legal, architecture, engineering and environmental services**

D. Amount of loan requested: \$ 0 _____;

Maturity requested: _____ years.

E. Has a commitment for financing been received as of this application date, and if so, from whom?

Yes ; No . Institution Name: Community Preservation Corporation

Provide name and telephone number of the person we may contact.

Name: Mary Paden Phone: (914) 747-2570

- F. The percentage of Project costs to be financed from public sector sources is estimated to equal the following: 35 %
- G. The total amount estimated to be borrowed to finance the Project is equal to the following: \$ XXXXXXXXXX

VI. FINANCIAL ASSISTANCE EXPECTED FROM THE AGENCY.

A. Financing

1. Is the applicant requesting that the Agency issue bonds to assist in financing the project? Yes ___; No x. If yes, indicate:
 - a. Amount of loan requested: ___ Dollars;
 - b. Maturity requested: ___ Years.
2. If the answer to question 1 is yes, is the interest on such bonds intended to be exempt from federal income taxation? Yes ___; No ___.
3. If the answer to question 2 is yes, will any portion of the Project be used for any of the following purposes:
 - a. retail food and beverage services: Yes ___; No ___
 - b. automobile sales or service: Yes ___; No ___
 - c. recreation or entertainment: Yes ___; No ___
 - d. golf course: Yes ___; No ___
 - e. country club: Yes ___; No ___
 - f. massage parlor: Yes ___; No ___
 - g. tennis club: Yes ___; No ___
 - h. skating facility (including roller skating, skateboard and ice skating): Yes ___; No ___
 - i. racquet sports facility (including handball and racquetball court): Yes ___; No ___
 - j. hot tub facility: Yes ___; No ___
 - k. suntan facility: Yes ___; No ___
 - l. racetrack: Yes ___; No ___
4. If the answer to any of the above questions contained in question 3 is yes, please furnish details on a separate attachment.

B. Tax Benefits.

1. Is the applicant requesting any real property tax exemption in connection with the Project that would not be available to a project that did not involve the Agency? Yes x; No ___. If yes, is the real property tax exemption being sought consistent with the Agency's Uniform Tax Exemption Policy? Yes ___; No x.

2. Is the applicant expecting that the financing of the Project will be secured by one or more mortgages? Yes ; No . If yes, what is the approximate amount of financing to be secured by mortgages? \$ XXXXXXXXXX

3. Is the applicant expecting to be appointed agent of the Agency for purposes of avoiding payment of N.Y.S. Sales Tax or Compensating Use Tax? Yes ; No . If yes, what is the approximate amount of purchases which the applicant expects to be exempt from the N.Y.S. Sales and Compensating Use Taxes? \$ XXXXXXXXXX .

4. What is the estimated value of each type of tax-exemption being sought in connection with the Project? Please detail the type of tax-exemption and value of each exemption.

a. N.Y.S. Sales and Compensating Use Taxes:	\$ <u>155,000</u>
b. Mortgage Recording Taxes:	\$ <u>35,000</u>
c. Real Property Tax Exemptions:	\$ <u>1,271,000</u>
d. Other (please specify):	
_____	\$ _____
_____	\$ _____

5. Are any of the tax-exemptions being sought in connection with the Project inconsistent with the Agency's Uniform Tax-exemption Policy? Yes ; No . If yes, please explain how the request of the applicant differs from the Agency's Uniform Tax-Exemption Policy: **See attached Appendix A - Memorandum**

C. Project Benefit Information. Complete the attached Cost/Benefit Analysis so that the Agency can perform a cost/benefit analysis of undertaking the Project. Such information should consist of a list and detailed description of the benefits of the Agency undertaking the Project (e.g., number of jobs created, types of jobs created, economic development in the area, etc.). Such information should also consist of a list and detailed description of the costs of the Agency undertaking the Project (e.g., tax revenues lost, buildings abandoned, etc.).

VII. REPRESENTATIONS BY THE APPLICANT. The applicant understands and agrees with the Agency as follows:

A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the “DOL”) and with the administrative entity (collectively with the DOL, the “JTPA Entities”) of the service delivery area created by the federal job training partnership act (Public Law 97-300) (“JTPA”), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

B. First Consideration for Employment: In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

C. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.

D. Annual Employment Reports. The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site, including (1) the NYS-45 – Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return – for the quarter ending December 31 (the “NYS-45”), and (2) the US Dept. of Labor BLS 3020 Multiple Worksite report if applicable.

E. Uniform Agency Project Agreement. The applicant agrees to enter into a project benefits agreement with the Agency where the applicant agrees that (1) the amount of Financial Assistance to be received shall be contingent upon, and shall bear a direct relationship to the success or lack of success of such project in delivering certain described public benefits (the “Public Benefits”) and (2) the Agency will be entitled to recapture some or all of the Financial Assistance granted to

the applicant if the project is unsuccessful in whole or in part in delivering the promised Public Benefits.

F. Representation of Financial Information. Neither this Application nor any other agreement, document, certificate, project financials, or written statement furnished to the Agency or by or on behalf of the applicant in connection with the project contemplated by this Application contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact within the special knowledge of any of the officers of the applicant which has not been disclosed herein or in writing by them to the Agency and which materially adversely affects or in the future in their opinion may, insofar as they can now reasonably foresee, materially adversely affect the business, properties, assets or condition, financial or otherwise, of the applicant.

G. Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:

H. Compliance with Article 18-A of the General Municipal Law: The Project, as of the date of this Application, is in substantial compliance with all provisions of article 18-A of the General Municipal including, but not limited to, the provisions of Section 859-a and subdivision one of Section 862; and the provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

I. Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

J. False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

K. Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

L. Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency is included on the Agency's website which can be accessed at <https://www.cityofnewburgh-ny.gov/industrial-development-agency>.

See attached Supporting Documents

I affirm under penalty of perjury that all statements made on this application are true, accurate, and complete to the best of my knowledge.

By: P. Piere
Applicant
~~At~~ Philippe Piere
Title: Authorized Signor

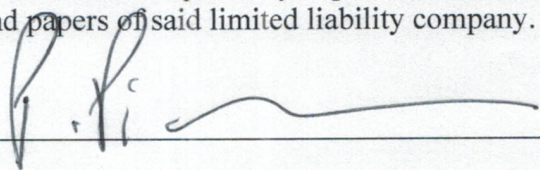
NOTE: APPLICANT MUST ALSO COMPLETE THE APPROPRIATE VERIFICATION APPEARING ON PAGES 28 THROUGH 31 HEREOF BEFORE A NOTARY PUBLIC AND MUST SIGN AND ACKNOWLEDGE THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 32.

VERIFICATION

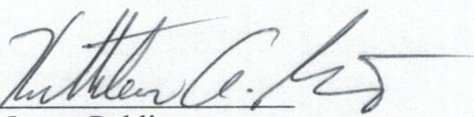
(If applicant is limited liability company)

STATE OF New York)
) SS.:
COUNTY OF Orange)

Philippe Pierre, deposes and says that he is one of the
(Name of Individual)
members of the firm of 104 Washington St, LLC, the limited liability company named
(limited liability company)
in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said limited liability company.



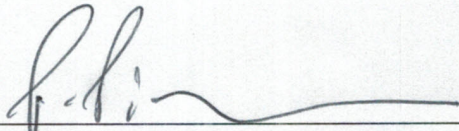
Sworn to before me this
11th day of September, 2020.


Notary Public

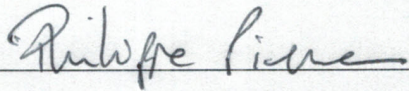
KATHLEEN A. PARISI
Notary Public, State of New York
Qualified in Orange County
Registration No. 01PA6073682
Commission Expires April 29, 2022

HOLD HARMLESS AGREEMENT

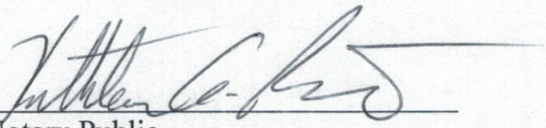
Applicant hereby releases City of Newburgh Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.



(Applicant)

BY: _____

Sworn to before me this 11th
day of September, 2020.



Notary Public





KATHLEEN A. PARISI
Notary Public, State of New York
Qualified in Orange County
Registration No. 01PA6073682
Commission Expires April 29, 2022

TO: Project Applicants
 FROM: City of Newburgh Industrial Development Agency
 RE: Cost/Benefit Analysis






In order for the City of Newburgh Industrial Development Agency (the “Agency”) to prepare a Cost/Benefit Analysis for a proposed project (the “Project”), the Applicant must answer the questions contained in this Project Questionnaire (the “Questionnaire”) and complete the attached Schedules. This Questionnaire and the attached Schedule will provide information regarding various aspects of the Project, and the costs and benefits associated therewith.

This Questionnaire must be completed before we can finalize the Cost/Benefit Analysis, please complete this Questionnaire and forward it to us at your earliest convenience.

PROJECT QUESTIONNAIRE

1. Name of Project Beneficiary (“Company”):	104 Washington St, LLC
2. Brief Identification of the Project:	104 Washington St Newburgh Ground up, mixed used, mixed income
3. Estimated Amount of Project Benefits Sought:	
A. Amount of Bonds Sought:	\$ 
B. Value of Sales Tax Exemption Sought	\$ 
C. Value of Real Property Tax Exemption Sought	\$ 
D. Value of Mortgage Recording Tax Exemption Sought	\$ 
4. Likelihood of accomplishing the Project in a timely fashion:	High

PROJECTED PROJECT INVESTMENT

A. Land-Related Costs	
1. Land acquisition	\$ 
2. Site preparation	\$ _____
3. Landscaping	\$ _____
4. Utilities and infrastructure development	\$ _____
5. Access roads and parking development	\$ _____
6. Other land-related costs (describe)	\$ _____
B. Building-Related Costs	
1. Acquisition of existing structures	\$ _____
2. Renovation of existing structures	\$ _____
3. New construction costs	\$ 
4. Electrical systems	\$ 
5. Heating, ventilation and air conditioning	\$ _____
6. Plumbing	\$ 
7. Other building-related costs (describe) Elevator	\$ 

C.	Machinery and Equipment Costs		
1.	Production and process equipment	\$	
2.	Packaging equipment	\$	
3.	Warehousing equipment	\$	
4.	Installation costs for various equipment	\$	
5.	Other equipment-related costs (describe)	\$	
D.	Furniture and Fixture Costs		
1.	Office furniture	\$	
2.	Office equipment	\$	
3.	Computers	\$	
4.	Other furniture-related costs (describe)	\$	
E.	Working Capital Costs		
1.	Operation costs	\$	
2.	Production costs	\$	
3.	Raw materials	\$	
4.	Debt service	\$	
5.	Relocation costs	\$	
6.	Skills training	\$	
7.	Other working capital-related costs (describe)	\$	
F.	Professional Service Costs		
1.	Architecture and engineering	\$	██████████
2.	Accounting/legal	\$	
3.	Other service-related costs (describe)	\$	██████████
G.	Other Costs		
1.	Closing Costs	\$	██████████
2.	Interest, Insurance, Carry Costs	\$	██████████
H.	Summary of Expenditures		
1.	Total Land-Related Costs	\$	██████████
2.	Total Building-Related Costs	\$	██████████
3.	Total Machinery and Equipment Costs	\$	
4.	Total Furniture and Fixture Costs	\$	
5.	Total Working Capital Costs	\$	
6.	Total Professional Service Costs	\$	██████████
7.	Total Other Costs	\$	██████████

PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

- I. Please provide estimates of total construction jobs and the total annual wages and benefits of construction jobs at the Project: **** (direct labor + subcontractors)**

Year	Number of Construction Jobs	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year		\$ _____	\$ _____
Year 1	20*	\$ 663,000	\$ _____
Year 2	20*	\$ 663,000	\$ _____
Year 3		\$ _____	\$ _____
Year 4		\$ _____	\$ _____
Year 5		\$ _____	\$ _____

PROJECTED PERMANENT EMPLOYMENT IMPACT

- I. Estimates of the total number of existing permanent jobs to be preserved or retained as a result of the Project are described in the tables in Section IV of the Application. **0**

- II. Estimates of the total new permanent jobs to be created by the Project are described in the tables in Section IV of the Application. **5-10*** ***Jobs will be created by Potential Tenants of Commercial Space; not the applicant.**

- III. Please provide estimates for the following:

A. Creation of New Job Skills relating to permanent jobs. Please complete Schedule A.

See Schedule A

- IV. Provide the projected percentage of employment that would be filled by City of Newburgh residents: **See Schedule A - Addendum**

A. Provide a brief description of how the project expects to meet this percentage:

PROJECTED OPERATING IMPACT

- I. Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1 st year following project completion)	\$ <u> N/A </u>
Additional Sales Tax Paid on Additional Purchases	\$ <u> N/A </u>
Estimated Additional Sales (1 st full year following project completion)	\$ <u> N/A </u>
Estimated Additional Sales Tax to be collected on additional sales (1 st full year following project completion)	\$ <u> N/A </u>

II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes (“Pilot Payments”):

Year	Existing Real Property Taxes (Without IDA involvement)	New Pilot Payments (With IDA)	Total (Difference)
Current Year	See Attached		
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			

III. Please provide a detailed description for the impact of other economic benefits and all anticipated community benefits expected to be produced as a result of the Project (attach additional pages as needed for a complete and detailed response):

See attached Appendix B - Financial Impact Study

Proposed Tax Pilot

Year	Estimated Taxes in Current Condition	Proposed PILOT	Difference
Post Constr. 1	3,255	3,255	0
2	3,320	6,158	2,837
3	3,387	9,060	5,674
4	3,387	11,962	8,576
5	3,387	14,865	11,478
6	3,387	17,767	14,381
7	3,387	20,670	17,283
8	3,387	23,572	20,186
9	3,387	26,475	23,088
10	3,387	38,085	34,698
11	3,387	49,694	46,308
12	3,387	55,499	52,113
13	3,387	72,914	69,528
14	3,387	72,914	69,528
15	3,387	96,134	92,747

Total	50,600	519,024	468,425
Present Value	43,321	416,229	372,908


Growth Rate:	2%
Discount Rate:	2%

CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge; such responses are true, correct, and complete.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

I affirm under penalty of perjury that all statements made on this application are true, accurate, and complete to the best of my knowledge.

Date Signed: <u>April 20</u> __, 20 <u>20</u> .	Name of Person Completing Project Questionnaire on behalf of the Company. Name: <u>Philippe Pierre</u> Title: <u>Authorized Signor</u> Phone Number: <u>917-545-4122</u> Address: <u>13 Chambers Street Newburgh, NY 12550</u> Signature: 
--	---

***Estimated Positions Created by Potential Tenants of Commercial
Space; not the applicant.**

SCHEDULE A

CREATION OF NEW JOB SKILLS

Please list the projected new job skills for the new permanent jobs to be created at the Project as a result of the undertaking of the Project by the Company.

New Job Skills	Number of Positions Created	Range of Salary and Benefits
Small business ownership, clerical, project management, bookkeeping, entrepreneurship*	5-10*	\$40k - \$80k*

Should you need additional space, please attach a separate sheet.

SCHEDULE A Addendum

Creation of Construction Jobs

During the construction period, we anticipate about 20 construction jobs will be created during the two-year construction period with an estimated 1.3 million dollars in wages between the builder and sub-contractors.

Creation of New Jobs

The applicant is a single purpose entity that will own the new building at 104 Washington and, as such, will not directly create permanent jobs.

However, the new office space proposed on the ground floor will foster an entrepreneurial environment for residents for years to come thus creating more opportunity for permanent, private-sector jobs.

The project currently anticipates a mix of open space and office layouts which should be able to accommodate 5 to 10 people. Although we cannot specifically detail the exact types of jobs these could range from independent workers to small businesses looking for flexible workspace in the downtown area.

Office Space:

The ground floor office space will cater to individuals working independently or collaboratively in shared office space.

Workers will have a variety of backgrounds including self-employed individuals, telecommuters, freelance workers and possibly small teams.

The space will provide a professional work environment including office equipment and some of the amenities larger offices take for granted including: shared work spaces, daytime or 24/7 access to the space, reservable/rentable conference rooms (space allowing), wireless internet access, printer access, bathrooms and possibly private offices.

Appendix A	UTEP Memorandum
Appendix B	Financial Impact Study
Appendix C	Letter from City of Newburgh Assessor's Office
Appendix D	Site Control
Appendix E	Municipal Approvals
Appendix F	Financing
Appendix G	Environmental/Engineering
Appendix H	Current Site Conditions
Appendix I	Proposed Site Plan

Appendix A

UTEP Memorandum

MEMORANDUM

From: 104 Washington St, LLC
To: Newburgh Industrial Development Agency
Date: April 20, 2021
RE: Uniform Tax Exempt Policy

As per section 5 of the Newburgh IDA's UTEP: "The Agency may, in accordance with this Section 5 and Section 874 of the IDA Act, deviate from the standard policy with respect to the number of years for a PILOT and its amount on a case-by-case basis to provide enhanced benefits for a project expected to have significant impact in the locality where the project will be located."

The information below seeks to address key elements in support a favorable determination for the project.

We expect the 104 Washington project to have significant positive impact in Newburgh and more specifically the historical downtown area where it is situated.

The success of the proposed project at 104 Washington relies heavily on effective partnerships and coordination with government and agencies such as the IDA.

The principal challenge to this project is that total costs significantly outweigh the ultimate appraised value of the final product. That gap between the total cost and appraised value impacts how much equity must be raised and how much debt can leveraged. In order to reduce that gap, we are asking for a Sales Tax and Mortgage tax exemption.

In order for Lenders to underwrite a project of this size, they require a certain amount of visibility on the property tax burden the project will bear. **One key metric is the minimum debt service coverage ratio (DSCR) during the term of the loan.** This presents two key issues:

First, even with the tax exemptions available in New York, such as the those under RP 485-B, the project would be unable to meet the debt service coverage ratios required by the lender.

The second issue is that decreasing the loan amount enough to meet the DSCR requirements creates a deficit in the budget. This, in turn, leads to an increase of private capital required to complete the project. This additional infusion of capital comes at a price, which the project cannot afford because of the limited resources available: fixed number of stories, apartments, commercial square feet etc... The project can only generate so much revenue.

In order to strike a balance between these various factors (loan size, minimum investment criteria for the private investment and meeting debt service coverage ratio for the duration of the loan), we are requesting a 15-year PILOT.

SECTION 5

This project addresses a number of different factors described in Section 5 of the Newburgh IDA's UTEP some of which we have highlighted below.

The nature of the property before the project begins (e.g., vacant land, vacant buildings);

The subject parcel has been vacant and abandoned in a state of increasing decay for over four decades. The challenge this site poses is significant as demonstrated by failed previous attempts to develop this abandoned property. It is our belief that these failures are, in part, due to the lack of collaboration with organizations such as the Newburgh IDA. Without your help, the economic challenges to developing new, quality, commercial and mixed-use projects are simply unsurmountable.

However, as we have been able to demonstrate in our previous projects, the use of public-private partnerships can help resolve the roadblocks of the past. It is our hope that such a collaboration on 104 Washington will allow us to convert this abandoned property into a mixed-use and mixed income building that brings new life and energy to a city block just a few feet from the historic Washington Headquarters, our most popular tourist destination.

The economic condition of the area at the time of the application;

The economic condition of the area has been a challenge for City for many years. On Washington Street, there is currently over a half a mile stretch, from the Hudson river waterfront, past Washington's Headquarters to South Johnston Street, with no active commercial activity. At the corner of Liberty Street, the nearest intersection, recent small retail and hospitality driven activity have burgeoned, though they are now feeling the effect of COVID 19 and the ensuing financial hardships.

As part of the effort to stimulate more favorable economic conditions for growth, one of the City's priorities has been to increase population density and incentivize local economic activity through rezoning.

This effort is apparent through initiatives such as the new Form-Based Zoning Code as well as through smaller pilot projects, such as pre-development grants to incentivize the development of micro-units. This proposal to create new street-level commercial square footage and add approximately 28-32 new residential dwellings will increase consumer demand and create new opportunities for local businesses.

While poverty and unemployment persists, there are signs that the new businesses along Liberty Street, Broadway, and others have staying power. Further, as residential rents have undergone sharp increases in the past five years, quality affordable housing is in short supply. As more people relocate from New York City,

upward pressure on rents is expected to persist, creating more economic pressure on the City's existing residents.

The extent to which a project will create or retain permanent, private-sector jobs;

The applicant is a single purpose entity that will own the new building at 104 Washington and, as such, will not directly create permanent jobs. However, the new Class A office space proposed on the ground floor will foster an entrepreneurial environment for residents for years to come thus creating more opportunity for permanent, private-sector jobs. Newburgh has seen a growth in demand for flexible co-working and office space and the project seeks to help alleviate such demand. Furthermore, as mentioned in previous questions, the increased density will increase consumer demand to area businesses thereby securing existing private sector jobs.

The impact of the project and the proposed tax exemptions on affected tax jurisdictions;

This project is requesting a significant amount of benefits in the form of a tax PILOT and mortgage and sales tax exemptions. The tax PILOT will provide the jurisdictions with a steady, predictable, and gradually increasing annuity. Currently, the parcel generates zero income, incurs unpredictable maintenance costs, and serves a totem for those who insist that Newburgh is undesirable and doomed to fail.

The Sales Tax exemption will help defray the cost of construction materials, which increased sharply in 2020 and the Mortgage Tax exemption will help close the gap between the costs of completing this project and lower appraised value the bank will loan against.

Additionally, we have been asked to report the PILOT 'costs' as compared to an estimate without a PILOT. This is an important factor for the IDA board to consider, however, it is equally important to note that the choice here is not between the jurisdiction receiving full taxes versus the PILOT amount. The choice is between granting a PILOT that would bring in predictable and reliable income to the jurisdiction for years to come versus leaving the site as is, costing the jurisdiction money and time every year.

The impact of the proposed project on existing and proposed businesses and economic development projects in the vicinity;

This project will not negatively impact existing and proposed businesses in the vicinity. In fact, replacing this hazardous site from the area and with a well-lit attractive building will increase the value and appeal of the surrounding area. The additional foot traffic will make the neighborhood safer and will provide a more

welcoming environment for tourists visiting the nearby Washington Headquarters. As mentioned in previous answers, the increased density will also translate into increased consumer demand for local goods and services.

The amount of private sector investment generated or likely to be generated by the proposed project;

This development anticipates an initial private sector investment of 5 million dollars. Subsequently, we anticipate that the project's completion will generate significant private sector investment indirectly. Increased density and the visual appeal should incentivize adjacent property owners to renovate their properties and increase the interest in private sector investment in new businesses.

The likelihood of accomplishing the proposed project in a timely fashion;

The applicant has partnered with best-in class regional experts in order to guaranty an on-time delivery. The proposed architect and builder have decades of experience and have already been collaborating on the project's pre-development planning for months. The applicant has already secured site control and is well underway in securing municipal approvals. All parties are confident they will accomplish the proposed project in a timely fashion.

The effect of the proposed project upon the environment;

In compliance with the City Planning board and Department of Buildings, this project is subject to NYS DEC review to ensure it will not negatively impact the environment.

The extent to which the proposed project will require the provision of additional services including, but not limited to, additional educational, transportation, police, emergency medical, or fire services;

There has been no indication that the project will adversely impact any of these resources. That said, the project is subject to the relevant Planning and Zoning board approvals to review and mitigate those risks.

The extent to which the proposed project will provide additional sources of net Positive revenue for municipalities and school districts in which the project is located;

Previously addressed. The PILOT will increase municipal revenue as compared to what the site currently costs the municipality and school district every year. Further, the increased economic activity will generate sales tax revenue for the city and county.

The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the municipality in which the project is located;

This building will be unique and will demonstrate that modern design and vertical construction is possible in the City of Newburgh, a city known for its quality architecture. Through this public-private partnership and by replacing a derelict structure with a dense quality mixed-use and mixed-income building, this project will promote the values of diversity and equality for people of all income levels.

The development, redevelopment, betterment, and more complete use of existing "downtown", underdeveloped land, historic district, and blighted areas;

This proposed development is located in the downtown historic district and will replace a currently abandoned and blighted structure that has been cleared for demolition by the City of Newburgh as a result of it's precarious and dangerous condition. The building will significantly improve the surrounding areas by providing housing, commercial space, and improved public access.

The type of development- Retail, office, manufacturing, commercial, Transit Oriented Development or any development providing the highest and best use for positive tax ratables;

This project was selected by the Newburgh Community Land Bank as the best proposal for the site following a competitive bidding process. The project will provide net new commercial square footage to the downtown area, new housing, and will improve result in positive tax ratables for the surrounding area.

Development that includes Adaptive Re-use/Infill/Revitalization of vacant or underutilized properties;

This current site is vacant and under utilized. The proposed development will create an infill opportunity for the area and will result in further revitalization of Washington Street whose sidewalks are currently obstructed by hazard markers preventing pedestrian access because of the dangerous condition of the existing structure.

Cost-Benefit Analysis

In the event of a proposed increase in the amount or terms of its financial assistance, the applicant must provide a Net Fiscal Impact, per the requirement in section 2 and the Agency will review and conduct its own cost-benefit analysis to determine the need for any such deviation and total PILOT value, which shall include:

- A) Financial documentation including a comparison of standard vs. proposed abatement;

A) Financial documentation including a comparison of standard vs. proposed abatement;

Year Post Renovation	Property Taxes		PILOT
	Current Condition	Per Assessor	Proposal
1	3,255	119,353	3,255
2	3,320	119,353	6,158
3	3,387	119,353	9,060
4	3,454	119,353	11,962
5	3,523	119,353	14,865
6	3,594	119,353	17,767
7	3,666	119,353	20,670
8	3,739	119,353	23,572
9	3,814	119,353	26,475
10	3,890	119,353	38,085
11	3,968	119,353	49,694
12	4,047	119,353	55,499
13	4,128	119,353	72,914
14	4,211	119,353	72,914
15	4,295	119,353	96,134
Tot Tax Paid	56,290	1,790,301	519,024

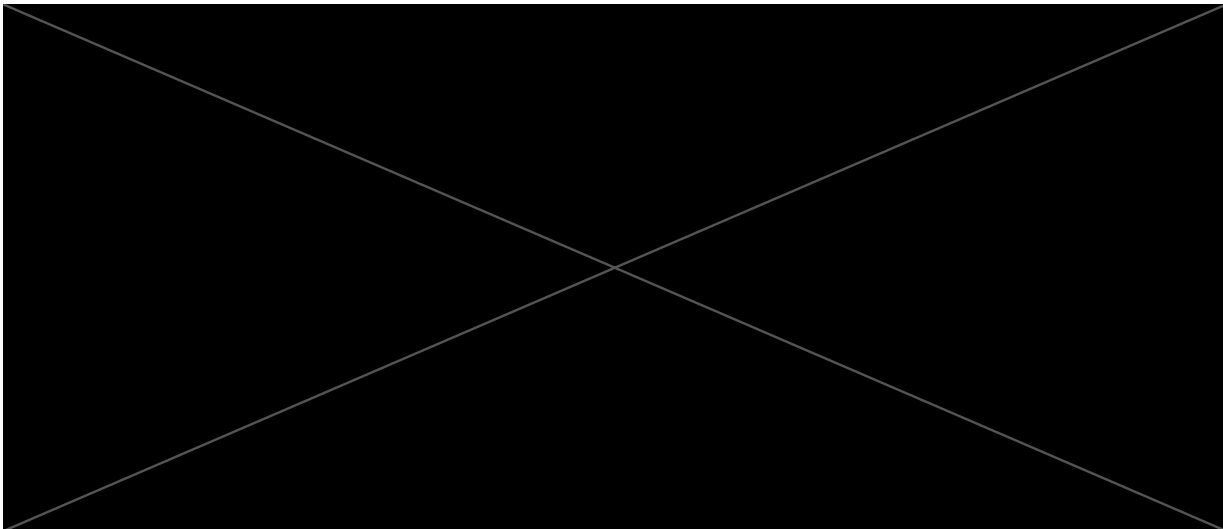
Cells in RED represent years in which the debt service coverage ratio is below the 1.25x threshold required by the bank. Project will not be financed.

Cells in GREEN represent years in which the debt service coverage ratio is above 1.25x. Project will be financed.

B) An explanation of the financial assumptions used in the analysis;

See enclosed letter from the City of Newburgh Assessors Office. The current year non-homestead mill rate was used to estimate as-completed property taxes due.

C) Operational budget vs. capital cost of project;



D) Additional documentation relating to whether “but for” such assistance, the Project could not move forward; and

See table in Section A above. At assessed value indicated by the City of Newburgh Assessor, the annual property taxes would equate to nearly 6 months of gross revenue for the project as currently underwritten.

Appendix B

Financial Impact Study

FINANCIAL IMPACT STUDY

Section I

Financial Assistance Calculations: Benefits

1) Financial Impact of New Residents:

This development will result in an increase of 29 residential units. Due to the high demand for apartments in the City of Newburgh, and the current influx of people to the area, we estimate that upon completion an additional 29 households will be welcomed into the community (Net New households). Using data provided by the U.S. Bureau of Labor Statistics in their 2019 Consumer Expenditure Survey, we can further estimate the amount of additional spending from the new tenants and derive a number for the additional tax revenue to the area. The point of this exercise is to simply demonstrate that over the course of the PILOT, a significant amount of sales tax revenue should be generated.

This first table show the increase in sales taxes that would be provided in select Consumer Expenditure categories as broken down below.

	National Consumer Units	Northeast Region	Number of Residential Units	Total in Project (Est.)		Orange County Tax Rate	County Sales Tax Revenue	NY State + MTA Sales Tax Revenue	Total Sales Tax Revenue
People in Unit	2.5	2.4	29	69.60					
Food	8,169	8,966	29						
- At HOME (NO TAX)	4,643	5,192	29	150,568			-		
- Food Not at Home (Tax)	3,526	3,774	29	109,446	3.75%	4,104	4,788	8,892	
Housekeeping supplies	766	781	29	22,649	3.75%	849	991	1,840	
Household furnishings and equipment	2,098	2,250	29	65,250	3.75%	2,447	2,855	5,302	
Apparel and services	1,883	2,282	29	66,178	3.75%	2,482	2,895	5,377	
Transportation	10,742	10,495	29	304,355	3.75%	11,413	13,316	24,729	
Healthcare	5,193	5,209	29	151,061	3.75%	5,665	6,609	12,274	
Entertainment	3,090	3,176	29	92,104	3.75%	3,454	4,030	7,483	
Personal care products and services	786	871	29	25,259	3.75%	947	1,105	2,052	
Education	1,443	2,637	29	76,473	3.75%	2,868	3,346	6,213	
Miscellaneous	899	1,127	29	32,683	3.75%	1,226	1,430	2,655	
TOTAL				1,096,026		35,455	41,364	76,818	

This second table shows how, over the period of the PILOT these Consumer Expenditures would generate close to \$19 million in spending and over \$600,000 in Sales Taxes to the County.

Year	Identified Consumer Expenditure	Estimated County Tax Revenue
1	1,096,026	35,455
2	1,117,947	36,164
3	1,140,305	36,887
4	1,163,112	37,625
5	1,186,374	38,377
6	1,210,101	39,145
7	1,234,303	39,928
8	1,258,989	40,726
9	1,284,169	41,541
10	1,309,853	42,372
11	1,336,050	43,219
12	1,362,771	44,083
13	1,390,026	44,965
14	1,417,827	45,864
15	1,446,183	46,782
TOTAL	18,954,035	613,132
Present Value	16,118,029	521,392
Growth Rate:	2%	
Discount Rate:	2%	

2) Financial Impact of Commercial Tenant:

There are several types of businesses interested in the space. All of them would contribute sales tax revenue to the county. The table below estimates that the County sales tax revenue over the 15-year period would range from \$50,000 to over \$100,000.

Year	Lower Estimate		Higher Estimate	
	Gross Taxable Sales	County Sales Tax Revenue	Gross Taxable Sales	County Sales Tax Revenue
1	75,000	2,813	150,000	5,625
2	76,500	2,869	153,000	5,738
3	78,030	2,926	156,060	5,852
4	79,591	2,985	159,181	5,969
5	81,182	3,044	162,365	6,089
6	82,806	3,105	165,612	6,210
7	84,462	3,167	168,924	6,335
8	86,151	3,231	172,303	6,461
9	87,874	3,295	175,749	6,591
10	89,632	3,361	179,264	6,722
11	91,425	3,428	182,849	6,857
12	93,253	3,497	186,506	6,994
13	95,118	3,567	190,236	7,134
14	97,020	3,638	194,041	7,277
15	98,961	3,711	197,922	7,422
Total	1,297,006	48,638	2,594,013	97,275
Present Value	1,102,941	41,360	2,205,882	82,721

County Tax Rate	3.75%
Growth Rate:	2%
Discount Rate:	2%

Section II

Financial Assistance Calculations: Inducement

The following tables estimate the total dollar amount of assistance requested in the application for Sales Tax, Mortgage Recording Tax and Real Property Taxes over the course of the requested period.

Sales Tax Exemption on Construction Materials	
Taxable Construction Materials Cost (Est.)	2,116,143
Orange County Tax Rate	3.75%
Estimated Orange County Sales Tax Exemption	79,355

Mortgage Recording Tax	
Loan Amount (Est.)	3,092,893
Mortgage Recording Tax	1.25%
Mortgage Recording Exemption (Est.)	38,661

Real Property Tax	
Estimated Real Property Taxes Standard 10-Year UTEP PILOT (15-Year, NPV)	978,305
Estimated PILOT Tax Payments (15-year, NPV)	(416,229)
Estimated Net Real Property Tax Exemption (15-Year, NPV)	562,075

Summary: Exemptions	
Estimated Sales Tax Exemption	79,355
Estimated Mortgage Recording Exemption	38,661
Estimated Net Real Property Tax Exemption	562,075
	680,092

15-Year Detail for the Real Property Tax Calculations:

Year	Estimated Taxes in Current Condition	Proposed PILOT	RP Taxes on Proposed Project with NIDA UTEP PILOT
Post Constr. 1	3,255	3,255	3,255
2	3,320	6,158	32,280
3	3,387	9,060	32,280
4	3,387	11,962	32,280
5	3,387	14,865	49,694
6	3,387	17,767	61,304
7	3,387	20,670	72,914
8	3,387	23,572	84,524
9	3,387	26,475	96,134
10	3,387	38,085	107,744
11	3,387	49,694	119,353
12	3,387	55,499	121,740
13	3,387	72,914	124,175
14	3,387	72,914	126,659
15	3,387	96,134	129,192
Total	50,600	519,024	1,193,528
Present Value	43,321	416,229	978,305

Growth Rate:	2%
Discount Rate:	2%

Notes:

Construction Costs are based on preliminary cost estimates and are subject to change. The applicant notes that costs for materials have been exceptionally volatile in recent periods. As an example some lumber costs have doubled in the past year.

Section III

Summary Tables

Fiscal Benefits Summary	
Real Property PILOT income (15-Year, Gross)	519,024
New New Household Spending Sales Tax (15-year, Gross)	613,132
Commercial Tenant Estimated County Sales Tax Revenue (15-year, Gross, Avg)	62,040
	1,194,197

Summary: Exemptions	
Estimated Sales Tax Exemption	79,355
Estimated Mortgage Recording Exemption	38,661
Estimated Net Real Property Tax Exemption	<u>562,075</u>
	680,092

Appendix C

Letter from City of Newburgh Assessor's Office



City of Newburgh

Assessor's Office
City Hall 83 Broadway
Newburgh, New York 12550
Phone: (845) 569-7333 Fax: (845) 565-4916
www.cityofnewburgh-ny.gov

Joanne M. Majewski, IAO
Assessor

Jeremy Baracca
Assistant Assessor

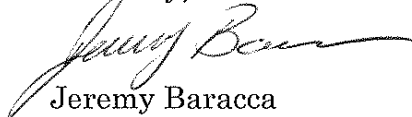
April 1, 2021

RE: **Estimate** of Assessment for 104 Washington St

Dear Mr. Pierre,

As per your request, I have worked up an **estimated** assessment based on the **Hypothetical Condition** that the proposed new construction four-story building, containing 29 residential units and ground floor commercial space was complete as of April 1, 2021. Using the estimated rents that have been provided by you and the 581-a assessment methodology I have come up with an estimated value range between \$2,100,000 and \$2,300,000. I also looked at it using a non-restricted market rent income approach methodology and came up with an estimated value range of \$2,400,000 to \$2,600,000. **This is only an estimate** based on the **Hypothetical Condition** that the improvements have been completed and are fully occupied. Keep in mind that market data (rents, vacancy rates, etc.) as well as tax rates may change between now and the actual completion of the project, at which point in time the most current and applicable data will be utilized to calculate the assessed value.

Sincerely,



Jeremy Baracca

Assistant Assessor

City of Newburgh

845-569-7332

Appendix D

Site Control

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made as of this 4 day of ~~August~~ ^{September}, 2020, by and between NEWBURGH COMMUNITY LAND BANK, INC., a New York not-for-profit corporation, with an address at 15 Chambers Street, Newburgh, New York 12550 (the "Seller") and 104 WASHINGTON ST, LLC, a New York Limited Liability Company, having its principal place of business at 13 Chambers Street, Newburgh, NY 12550 (the "Purchaser").

In consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PROPERTY.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy, upon the terms and conditions hereinafter set forth, those certain parcels of land located in the City of Newburgh, Orange County, State of New York 102-104 Washington Street as more particularly described on Exhibit A attached hereto and made a part hereof, together with all right, title and interest of Seller in and to any land lying in the bed of any highway, open or proposed, abutting said parcels, all improvements thereon, all rights of way, licenses, privileges, appurtenances and water, mineral and air rights, if any (collectively, the "Property").

2. **PURCHASE PRICE.** The purchase price for the Property shall be Sixty Thousand (\$60,000.00) Dollars (the "Purchase Price"), payable as follows:

(a) **Deposit.** At the time of Purchaser's execution of this Agreement, Ten Thousand (\$10,000.00) Dollars shall be deposited with the Seller's attorney (the "Deposit") and held in escrow until this Contract is accepted and executed by Seller, at which time it shall become part of the Purchase Price and held in accordance with the terms and conditions of this Agreement. In the event Seller shall not accept and execute this Agreement, the Deposit shall be returned to the Purchaser.

(b) **Balance.** The balance of the Purchase Price shall be paid in certified funds by Official Bank Check or wire transfer at Closing (as defined below).

The parties acknowledge and agree that the Purchase Price includes any and all credits due to Purchaser including any Real Property Disclosure Statement Credit which may otherwise be due Purchaser pursuant to Real Property Tax Law § 465 (1).

3. **CLOSING DATE.** The settlement of the obligations of Seller and Purchaser to each other under this Agreement, including transfer of title and payment of the Purchase Price (the "Closing"), shall be completed at the offices of the Seller at 15 Chambers Street, Newburgh New York 12551, or at such other place as mutually agreed to between Seller and Purchaser, at 10:00 A.M. on or about 60 days from Purchaser's attorney's receipt of a fully executed Agreement (the "Closing Date").

4. TITLE AND CONDITION OF PROPERTY.

(a) The Property is sold and shall be conveyed subject to the following (collectively, the "Permitted Exceptions"):

(i) zoning and subdivision laws and regulations, and landmark historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the Property or their use;

(ii) liens for real estate taxes, water and sewer rents and other lienable services that are apportioned as provided herein, including special assessments, which are not yet due and payable;

(iii) any and all state of facts, easements and legends shown on any filed map and/or which an accurate survey of the Property would disclose, provided the same do not render title to the Property uninsurable and/or unmarketable;

(iv) any and all recorded covenants, restrictions, easements, reservations, limitations, burdens, conditions and rights-of-way encumbering the Property, provided the same (A) do not render title to the Property uninsurable and/or unmarketable, (B) are not violated by existing improvements and/or uses on the Property, (C) do not contain any outstanding options or purchase rights, or require any affirmative acts or monetary payments, and (D) do not contain any provision whereby a future violation will result in a forfeiture or reversion of title;

(v) de minimus encroachments of retaining walls, hedges and fences, and variations between record lines and retaining walls, hedges and fences;

(vi) any matter that is either (i) expressly waived by Purchaser in writing, or (ii) deemed waived by Purchaser or discharged pursuant to the express terms hereof.

(b) Purchaser acknowledges and agrees that Purchaser is purchasing the Property at Closing in an "**As Is, Where Is Condition With All Faults.**"

PURCHASER ACKNOWLEDGES THAT PURCHASER HAS RELIED AND WILL BE RELYING ON ITS OWN DUE DILIGENCE REVIEW IN PURCHASING THE PROPERTY, INCLUDING PHYSICAL INSPECTIONS OF THE PROPERTY, AND THAT THE PURCHASER IS PURCHASING THE PROPERTY IN RELIANCE UPON SUCH DUE DILIGENCE REVIEW, AND PURCHASER FURTHER ACKNOWLEDGES THAT NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, HAVE BEEN MADE OR WILL BE MADE BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY OR THE PHYSICAL CONDITION THEREOF, EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT.

Without limiting the generality of the foregoing, in the event of any defect or deficiency in the Property, whether latent or patent, Seller shall not have any responsibility or liability with respect thereto, nor any liability for incidental or consequential damages with

respect thereto. Except as otherwise provided in this Agreement, upon Closing Purchaser shall be deemed to have waived, released and discharged any claims it has, might have had or may have against Seller, Seller's parent, affiliates, subsidiaries, officers, directors, members, shareholders, employees, agents, representatives, heirs, predecessors, successors and assigns with respect to the condition of the Property or conditions emanating from the Property, either patent or latent, the ability or inability to obtain or maintain building permits, temporary or final certificates of occupancy or other licenses for the use, occupation or operation of the Property, and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, compliance with the federal American with Disabilities Act or any state or local accessibility standards, or with any Environmental Law or land use laws, regulations, ordinances or requirements, and any other state of facts which may exist with respect to the Property. The terms of this provision shall survive Closing.

(c) Title Defects.

(i) Purchaser, at Purchaser's sole cost and expense, has caused title to the Land to be searched and examined by a title company licensed to do business in the State of New York (the "Title Company"), and the Title Company shall deliver directly to each of Purchaser and Seller copies of the title report issued by the Title Company, and all tax, municipal, street and violation searches (hereafter called the "Title Commitment"). In addition, Seller agrees that Purchaser reserves the option to cause a survey (the "Updated Survey") of the Land to be made by a surveyor acceptable to Purchaser and the Title Company. Purchaser agrees to make payment in full and to be solely responsible for all costs of obtaining any the Updated Survey, and the surveyor shall have access to the Land for such purposes in accordance with the terms hereof. Purchaser shall cause a copy of the Updated Survey and any updates, modifications and supplements thereto, together with any legal description of the Land prepared in connection therewith to be promptly delivered to the Seller.

(ii) Not later than: (i) ten (10) days after Purchaser's and Seller's receipt of the Title Commitment and/or the Updated Survey (the "Objection Date") with respect to the Title Commitment and/or the Updated Survey; and (ii) ten (10) days after Purchaser's receipt subsequent to the Objection Date of any update or date down of either the Title Commitment and/or the Updated Survey (it being agreed that Purchaser shall promptly provide Seller with a copy of any such update or date down following Purchaser's receipt thereof), Purchaser shall notify Seller in writing (in each instance, an "Objection Notice") of its objections (any such specified item being herein called an "Objection") to title and survey (other than Permitted Exceptions, the same hereby being waived and accepted by Purchaser). Purchaser's failure to deliver to Seller an Objection Notice within the pertinent aforementioned periods shall be deemed acceptance of the matters set forth in the Title Commitment and/or the Updated Survey, as applicable, to the extent the same shall not be the subject of any Objection Notice theretofore duly delivered to Seller and such matters with respect to the Title Commitment shall be Permitted Exceptions; provided, however, that Purchaser need not object to any Objection that Seller has, in accordance with the terms of this

Agreement, expressly agreed to cure, remedy and/or discharge of record. Anything in this Agreement to the contrary notwithstanding, in no event shall Purchaser be required to raise an Objection with respect to Seller's existing mortgage(s) or any lien that may be satisfied by the payment of money, which shall at Closing be released and/or discharged in respect of the Property.

(iii) If Purchaser shall duly deliver an Objection Notice to Seller in accordance with the terms hereof, then Seller shall, not later than five (5) days after delivery of each Objection Notice, notify Purchaser in writing whether or not Seller will attempt to cure, remedy and/or discharge of record the Objection that is the subject of the Objection Notice. In the event Seller advises Purchaser that Seller will attempt to cure, remedy and/or discharge of record any Objection, Seller shall thereupon pursue the same in good faith and with diligence and, for such purpose, shall be allowed to extend the Closing for an aggregate time period not to exceed ninety (90) days. If: (1) at the end of said ninety (90) day period, Seller has not cured, remedied and/or discharged of record the applicable Objection; or (2) Seller shall have advised Purchaser following the delivery by Purchaser to Seller of any Objection Notice that Seller declines to cure, remedy and/or discharge of record the Objection that is the subject of the Objection Notice, then (i) in the case of clause (1) above, Seller shall so promptly notify Purchaser, (ii) Seller shall have no liability to Purchaser on account thereof, and (iii) Purchaser may elect to either (A) accept such title as Seller can convey, without modification of the Purchase Price or any credit or allowance on account thereof or any other claim against Seller, at which point the exceptions forming the basis of any such Objection(s) shall become a Permitted Exception, or (B) terminate this Agreement by written notice to Seller given no later than ten (10) days after receipt of Seller's notice of Seller's inability or unwillingness to discharge any Objection. If Purchaser shall fail to give such notice of termination of this Agreement as immediately aforesaid, Purchaser shall be deemed to have elected clause (A) above.

(iv) Upon Purchaser's termination of this Agreement in connection with Purchaser's rejection of title in accordance with the terms hereof, notwithstanding anything herein to the contrary, the Deposit and all interest earned thereon shall be refunded to Purchaser. Upon receipt of such refund, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations except for Purchaser's and Seller's indemnity obligations set forth elsewhere in this Agreement and the other provisions hereof which by their terms expressly survive termination hereof. Notwithstanding anything to the contrary set forth herein, Seller shall, at time of Closing obtain the release of (i) all mortgages or deeds of trust and other liens affecting the Property (except for the lien for real property taxes and assessments not yet due and any Permitted Exception) and any other liens that can be satisfied by the payment of money; and (ii) all matters created, incurred or suffered by Seller after the date of this Agreement and not approved by Purchaser in writing. Seller may, if Seller so elects in Seller's sole and absolute discretion, (i) use any portion of the Purchase Price to discharge any Objection(s) and/or (ii) deposit with the Title Company any monies (which may include a portion of the Purchase Price) and/or (iii) deliver to the Title Company any documents (which may include indemnities) reasonably acceptable

to the Title Company and Purchaser and sufficient to effectuate the discharge of any Objection(s) in accordance with the provisions of this Agreement. Seller agrees that it shall not voluntarily encumber title to the Property between the date of this Agreement and Closing without the prior written approval of Purchaser. For the purpose of this Agreement, an Objection shall be deemed "discharged" by Seller if the Title Company omits such Objection as an exception to the title policy issued to Purchaser at Closing or provides affirmative coverage for same reasonably acceptable to Purchaser and the Title Company in their reasonable discretion.

5. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

Seller represents, warrants and covenants to Purchaser as follows:

(a) Seller is the sole owner of the Property and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this Agreement.

(b) This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, except to the extent that enforceability thereof may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of contracts and creditor's rights generally and to general principles of equity.

(c) Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor referenced herein, conflict with or result in the material breach of any terms, conditions or provisions of or constitute a default under, any bond, note or other evidence of indebtedness or any contract or lease to which Seller is a party.

(d) Seller has not received written notice of and has no knowledge of any action, suit, liens, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller with respect to the Property which if adversely determined could have a material adverse effect on the Property or interfere with the consummation of the transactions contemplated by this Agreement. Seller has received no notice of and has no knowledge of any actual or proposed taking in condemnation of all or any part of the Property. There are no licenses, leases, occupancy agreements, parties in possession or tenancies on or with respect to the Property.

6. DEED, CONDITIONS PRECEDENT. At Closing, Seller shall transfer title to the Property to the Purchaser by a Quitclaim Deed in proper statutory form for recording, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Property, free of all encumbrances except the Permitted Exceptions to be incorporated in such deed. The deed shall contain a covenant by Seller as required by subdivision 5 of Section 13 of the Lien Law. Purchaser shall have possession of the Property from and after the Closing.

7. HOME AND PLP PROGRAM REQUIREMENTS. Purchaser acknowledges that all housing units developed with United States Department of Housing and Urban Development ("HUD") HOME funds must serve low- and very low-income families and agrees to abide by the terms and conditions of the HOME program with respect to the use of such funds for the Poughkeepsie-Newburgh-Middletown, New York, metropolitan area until the expiration of twenty (20) years from initial lease-up. Similarly, Purchaser agrees that the rental of all housing units developed with funds from the US Department of Housing and Urban Development's Participation Loan Program ("PLP") shall conform to and abide by the terms of such program. The Purchaser covenants that this paragraph shall survive the Closing and shall be construed as a covenant running with the land and recited on the Deed, together with rights of reverter and re-entry to the Seller, including its successors and assigns.

8. BUILDING PERMITS. Purchaser shall obtain building permits within 3 months of closing, with monthly progress reports to the Seller, which period may be extended if significant progress has been made and the reasons for the delay are not due to the Purchaser; and a Certificate of Occupancy must be issued within 18 months from closing, which may be extended if significant progress has been made and the reasons for the delay are not due to the Purchaser.

9. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAX AND CLOSING ADJUSTMENTS. Purchaser will pay for continuation of all tax, title, and United States District Court searches to and including the time of Closing and for any real property transfer taxes. Purchaser will pay for recording the deed and the mortgage(s), and the mortgage recording tax, if any, and costs for any related transfer documents including the Real Property Transfer Report (RP-5217) and the Transfer Tax Return (TP-584). Rent payments, if any, fuel oil on the Property, if any, water charges, pure water charges, sewer charges, current common charges or assessments, if any, and current taxes computed on a fiscal year basis, excluding any delinquent items, interest and penalties, will be prorated and adjusted between Seller and Purchaser as of the Closing Date.

Seller and Purchaser, for the purposes of this Agreement, agree that taxes levied and imposed as hereinafter set forth and that taxes affecting the Property are to be apportioned as of the date of Closing. If the Closing shall occur before the time when a tax is billed, the apportionment shall be upon the basis of the amount of the tax rate for the preceding year applied to the latest assessed valuation. Seller shall pay or, at Purchaser's election, allow the Purchaser as a credit against the Purchase Price, all other taxes which are a lien upon the Property. In the event that at the time of Closing the amount of such taxes shall not be definitely fixed and ascertainable, for the purposes of making such apportionment, the parties shall use the best information available and then make a further adjustment when such taxes are known.

10. **RISK OF LOSS.** Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Purchaser may cancel this contract without any further liability to Seller. If Purchaser does not cancel but elects to close, then Seller shall transfer to Purchaser any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

11. **DEFAULTS AND REMEDIES.**

(a) If Purchaser defaults hereunder, Seller's sole remedy shall be to retain the Deposit as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Deposit constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

12. **RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT; ASSIGNABILITY.** This Agreement may not be assigned by Purchaser, except (a) to any entity formed by the Purchaser or of which the Purchaser is a partner, member or shareholder for the development of the Property, or (b) with the Seller's written consent. Any purported assignment of this Agreement by Purchaser other than in compliance with the immediately preceding sentence shall be void ab initio.

13. **ENTIRE AGREEMENT.** This Agreement when signed by both Purchaser and Seller will be the record of the complete Agreement between the Purchaser and Seller concerning the purchase and sale of the Property. No verbal agreements or promises will be binding.

14. **HEADINGS.** Headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement and shall not be used to interpret or construe this Agreement or any of its provisions.

15. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

16. **INTEGRATION.** All prior understandings, agreements, representations and warranties, oral or written, between Purchaser and Seller are merged in this Agreement which Agreement completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement.

17. **INTERPRETATION.** This Agreement shall be interpreted and construed according to its fair meaning and neither for nor against any party hereto irrespective of

which party caused the same to be drafted. Each of the parties acknowledges that it has been or has had the opportunity to be represented by an attorney in connection with the preparation and execution of this Agreement.

18. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and enforced in accordance with and governed by the internal laws of the State of New York without reference to the principles of conflicts of laws. Each party hereby irrevocably consents to the exclusive jurisdiction of the courts of the County of Orange and State of New York and of the federal courts located in the Southern District of New York for all purposes in connection with any action, suit or proceeding which arises out of or relates to this Agreement. To the fullest extent it may effectively do so under applicable law, each party hereby irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in any such court and any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

19. **AMENDMENTS AND TERMINATION.** This Agreement may not be modified or amended nor may any of its provisions be waived except by an agreement in writing signed by the party against whom enforcement of any such modification, amendment or waiver is sought, and then such modification, amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given.

Aside from the rights of termination expressly set forth herein, this Agreement may not be terminated by either party unless done so by mutual agreement in a writing signed by both Seller and Purchaser.

20. **FURTHER ASSURANCES.** Each party hereto shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other party in order to carry out the intent and purpose of this Agreement. This paragraph shall survive the Closing under this Agreement.

21. **SUCCESSORS AND ASSIGNS.** Subject to the terms and conditions hereof, the covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective distributees, legal representatives, successors and assigns.

22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

23. **SEVERABILITY.** If any term, covenant or condition of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall

not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the extent permitted by the law.

24. **NOTICES.** Any notice given hereunder shall be in writing and shall be served in person, by nationally recognized overnight express delivery service, or by United States certified mail, with postage prepaid, properly addressed and directed to a party's attorney at the following address:

If to Seller: Newburgh Community Land Bank, Inc.
15 Chambers Street
Newburgh, New York 12550
Attention: Executive Director

With a copy to: Darius Chafizadeh, Esq.
Harris Beach PLLC
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601

If to Purchaser: 104 Washington St, LLC
13 Chambers Street
Newburgh, New York 12550

With a copy to: Michelle F. Rider, Esq.
Catania, Mahon & Rider PLLC
One Corwin Court
Newburgh, New York 12550

25. **BROKER.** Seller and Purchaser represent and warrant to each other that they have not dealt with any broker in connection with this Agreement and the transaction set forth herein. Seller and Purchaser shall indemnify and defend each other against any costs, claims or expenses (including reasonable attorney's fees) arising out of the breach on their respective parts of any representation, warranty or agreement contained in this paragraph. The provisions of this paragraph shall survive the Closing or, if Closing does not occur, the termination of this Agreement.

26. **ADDITIONAL PURCHASER CONTINGENCIES.** (a) The obligation of Purchaser to purchase under this Agreement is conditioned upon (i) Purchaser securing HOME funds for new construction of housing, as permitted by the HOME funds program administered by the US Department of Housing and Urban Development, (ii) Purchaser securing PLP funds, as permitted by the Participation Loan Program administered by the US Department of Housing and Urban Development or the New York Homes and Community Renewal department, (iii) the issuance of a "no impact" determination by the New York State Office of Parks, Recreation and Historic Preservation, and any other federal, state or local environmental review certifications required under the HOME and PLP programs, including but not limited to asbestos, lead-based paint and radon testing and

analysis, (iv) procurement of an appraisal satisfactory to the administrators of the HOME and PLP programs, (v) completion of a physical needs assessment satisfactory to the administrators of the HOME and PLP programs, (vi) the issuance of any variance or other permissions by the City of Newburgh or Orange County, New York, required for the construction, renovation and/or use of the Property as a mixed commercial/residential property under the HOME and PLP programs, and (vii) execution of an agreement for payment in lieu of taxes ("PILOT") with the Newburgh Industrial Development Agency (collectively, the "Financing Contingencies").

(b) Purchaser shall (i) make prompt applications as necessary for the satisfaction of the Financing Contingencies, (ii) furnish accurate and complete information regarding Purchaser and the contemplated project as represented in Purchaser's Response to the Seller's Request for Proposals ("RFP Response"), as required, (iii) pay all fees and charges required in connection with the satisfaction of the Financing Contingencies, (iv) pursue such applications with diligence, and (v) cooperate in good faith with such lender and governmental authorities to satisfy the Financing Contingencies.

(c) If Purchaser's applications in connection with the satisfaction of the Financing Contingencies are not approved on or before 120 days from Purchaser's attorney's receipt of a fully-executed Agreement (the "Financing Approval Date"), despite Purchaser's best efforts, then Purchaser may cancel this contract by giving Notice thereof to Seller, with a copy of such denial and proof that Purchaser has complied with all its obligations under this Paragraph 26, within 10 business days from the Financing Approval Date.

(d) If this contract is canceled by Purchaser pursuant to subparagraphs 26(c), neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser.

(e) If Purchaser fails to give timely Notice of cancellation, then Purchaser shall be deemed to have waived Purchaser's right to receive a refund of the Downpayment by reason of the Financing Contingencies contained in this Paragraph 26.

(f) If Seller has not received proof of financing on or before the Financing Approval Date, then Seller may cancel this contract by giving Notice to Purchaser after the Financing Approval Date, which cancellation shall become effective unless Purchaser delivers proof of satisfaction of the Financing Contingencies to Seller within thirty (30) days after the date of such Notice to Purchaser. After such cancellation neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that Purchaser shall be deemed to have waived Purchaser's right to receive a refund of the Downpayment by reason of the contingency contained in this paragraph 26.

27. **FORCE MAJEURE.** Neither party shall be required to perform any term, covenant or condition of this Agreement so long as such performance is delayed or prevented by a Force Majeure Event (as hereinafter defined), and all time periods

permitted hereunder for the performance of any such term, covenant or condition shall be tolled on a day-for-day basis upon written notice from either party to the other of such party's inability to perform or satisfy any such term, covenant or condition of this Agreement due to a Force Majeure Event. For purposes hereof, a "Force Majeure Event" shall mean any acts of God; strike; lockout; material or labor restrictions by any governmental authority or any delays, backlogs, or slowdowns associated with the same; permitting delays resulting from government office closures (any processing delay in excess of one week being deemed to constitute a permitting delay); epidemic, pandemic, communicable disease outbreak, public health emergency or reportable communicable and virulent disease; declared state of emergency or pandemic (including but not limited to COVID-19); government-mandated quarantine or travel bans; government-mandated closures; disruption or interruptions to transportation including but not limited to the closure of government buildings due to worldwide or regional pandemic or other health-related events; and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. Notwithstanding the foregoing or anything to the contrary set forth herein: (a) if Purchaser is delayed in performing any of its activities to be performed hereunder as a result of a Force Majeure Event, including but not limited to delay in obtaining permits, the Closing date for any and all of Purchaser's obligations hereunder shall be tolled one (1) day for each day Purchaser is delayed from fulfilling its obligations hereunder, and (b) Seller and Purchaser agree to promptly and in good faith discuss a possible deferral of Closing pursuant to terms and conditions reasonably acceptable to Seller and Purchaser.

[Separate Signature Page to Purchase and Sale Agreement following]

[Signature Page to Purchase and Sale Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the date first above set forth.

This Agreement may be executed and delivered in multiple original counterparts, each of which shall be deemed an original (but all of which shall constitute a single instrument) for all purposes, including admissibility in evidence and may be delivered by electronic transmission of a scanned image (in PDF format or otherwise) to the party's regular e-mail address. Upon written request from the other party, a party delivering this Agreement will deliver a "hard" original signature copy, but the failure to do so will not affect or vitiate the viability of this Agreement or the admissibility in evidence of the electronically transmitted counterpart.

SELLER:

NEWBURGH COMMUNITY LAND BANK, INC.



Jennifer Welles, Executive Director

PURCHASER:

104 WASHINGTON ST, LLC

By: 

Philippe P. Pierre, Member / Manager

By: 

Charles R. Huebner, Member / Manager

EXHIBIT A
PROPERTY DESCRIPTION

SCHEDULE A

PARCEL XXIX

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as 104 Washington Street f/k/a 102-104 Washington Street, in the City of Newburgh and being more accurately described as Section 36, Block 4, Lot 16, on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

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

BEING the same premises indicated as In Rem No. 542 in a deed from Cheryl A. Gross to The City of Newburgh, dated June 21, 2012, and recorded in the Orange County Clerk's Office on June 22, 2012 in Liber 13361 of Deeds at page 1810.

Appendix E

Municipal Approvals



CITY OF NEWBURGH

FIRE DEPARTMENT

123 Grand Street
Newburgh, New York 12550
Phone: 845-569-7419 Fax: 845-569-7435

TO: Philippe Pierre
FROM: William Horton, Fire Chief & Zoning Enforcement Officer
DATE: June 11, 2020, **Updated September 1, 2020**
SUBJECT: 104 Washington St.

The City of Newburgh received an Informational Request in which the applicant proposes to convert the vacant building into a mixed-use development with residential dwellings at 104 Washington St., Section 36, Block 4, Lot 16. Upon a review of the current Certificate of Occupancy and intended use as described in the proposal, I offer the following comments:

1. The property is located in the Downtown Neighborhood Zone (DN). The current Certificate of Occupancy is Vacant. **32**
2. The applicant has indicated they wish to convert the existing Vacant building into a mixed-use development (Mixed-Use with Residential).
3. Mixed-use is allowed pending Site Plan approval from the Planning Board in the Downtown Neighborhood (DN) Zone (300-129).
4. For purposes of compliance with the Bulk Area requirements, the schedule in Section 300-136 shall be utilized. The Following Bulk Area requirements are deemed not met by the applicant and a Variance from the Zoning Board of Appeals must be issued prior to any other applications:

	Required	Provided	Variance Req.
Rear Setback	20	11.5	Y (8.5)
Parking	1/ DU with the first 4 excluded (28)	0	Y (28)

5. All exterior renovations must comply with Section 300-40 and obtain a Certificate of Appropriateness from the Architectural Review Commission prior to the issuance of any Exterior Building Permits.
6. Specific standards for the Design, layout and construction of parking areas shall apply for new or expanded uses per Section 300-68.

7. Uses that may introduce fats, oil and/or grease into the City's sewer system from food preparation, cooking, and/or dish washing proposed onsite will require grease traps appropriately sized shall be installed and properly maintained in accordance with the NYS Building Code. The City's Plumbing inspector shall review and approve any grease trap prior to installation.
8. Food Service Establishments must be licensed and inspected by the Orange County Department of Health.
9. Establishments that serve alcohol must obtain a license from the New York State Liquor Authority.
10. All construction, renovations, alterations and/or changes to the structure will require a building permit application, accompanied by construction plans which meet the NYS Building Code and are stamped by a State of New York design professional. The application shall be submitted to the Building Inspector's office at 123 Grand Street for final review and approval.
11. All exterior signage must be properly permitted and installed as required in Section 250 and Section 300-153. The Applicant should submit drawings of all planned signage, for review.
12. Electrical and plumbing work must be performed by a City of Newburgh licensed electrician and plumber.
13. All asbestos and lead surveys and completed abatement reports must be completed by certified technicians and submitted prior to any demolition or construction in the building.
14. Building that are three stories or more and of any residential use may be required to install sprinkler systems per NYS Building Code.
15. Please submit a sworn affidavit from the property owner that clearly indicates the proposed construction is approved.
16. It is the property owner's responsibility to apply for a new Certificate of Occupancy following any Change of Use. Not this letter, nor any Planning Board Approvals, nor any Use Variances are to be considered a complete change of use. The use will only be valid with an updated Certificate of Occupancy obtained from the Building Department.

The City of Newburgh's Code is available online at: <http://ecode360.com/NE1082>

**CITY OF NEWBURGH
ARCHITECTURAL REVIEW COMMISSION**

Michele Basch, Chairperson
123 Grand Street, Newburgh, New York 12550

Omar E. Balbuena-Palma, Secretary
Phone: (845) 569-7380

January 15, 2020

Newburgh Community Land Bank Inc.
attn: Lisa Daily
P.O. Box 152
Newburgh, NY 12550

Re: AR 2019-96 104 Washington Street

Dear Ms. Daily:

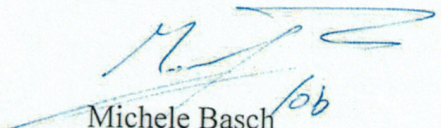
On January 14, 2020, the Architectural Review Commission ("ARC") voted 4-0 to accept your application as submitted, with the following additional conditions:

- Demolish the building;

The Applicant is strongly encouraged to salvage materials where possible in order to reuse at a later date or have available for other projects in the East End Historic District.

Be advised that the work you intend to perform requires a building permit, issued by the City of Newburgh, under separate application. Please contact the Building Inspector's Office prior to commencing any work at 845-569-7400.

Sincerely,


Michele Basch
Chairperson

MB/ob

cc: Joseph Donat, City Manager
Torrance Harvey, Mayor
City Council
Lorene Vitek, City Clerk
William Horton, Fire Chief/Building Inspector
Joanne Majewski, City Assessor

CITY OF NEWBURGH ZONING BOARD OF APPEALS AREA VARIANCE DECISION

Owner:	Newburgh Community Land Bank, Inc.
Applicant:	104 Washington St, LLC/Philippe Pierre
Appeal No.:	2020-13
Project Address:	104 Washington Street (36-4-16)
Zoning District:	Downtown Neighborhood
Area Variance Sought:	Rear Yard; Off-Street Parking
Date of Action:	September 22, 2020

The City of Newburgh Zoning Board of Appeals (“ZBA”) heard an application on September 22, 2020 of Philippe Pierre (104 Washington St, LLC), Applicant, on behalf of the Newburgh Community Land Bank, Inc., Owner, requesting a variance from the requirements of Section 300-137, describing district standards of the Downtown Neighborhood zoning district of the City of Newburgh Zoning Code, to permit a rear yard setback of 0 feet where 20 feet are required; and zero (0) off-street parking spaces where 28 off-street parking spaces are required. The ZBA, in making its determination, considered the benefit to the applicant if the variances were granted as weighed against the detriment to the health, safety, and welfare of the neighborhood or community by such variances.

The ZBA reviewed and analyzed the following documentation in considering this variance application:

1. Informational Report of Building Inspector William Horton, dated June 11, 2020; and updated September 1, 2020;
2. Application for an area variance (32 pages), which includes a Full EAF, part I, received on September 4, 2020; and
3. Site Plan renderings (2 pages), dated August 18, 2020.

The ZBA duly convened and completed a public hearing on September 22, 2020.

At a public meeting of the ZBA on September 22, 2020, upon all the discussion that preceded it, the public hearing held, and a review of the above-referenced submissions, the following motion was made to grant the requested variance:

BE IT RESOLVED by the Zoning Board of Appeals of the City of Newburgh, Orange County, New York, as follows:

1. The ZBA found:

(a) The action is an unlisted under the State Environmental Quality Review Act (“SEQRA”). City staff recommended, and the applicant requested, a coordinated review of the project with the ZBA, City of Newburgh Planning Board, and City of Newburgh Architectural Review Commission all being involved agencies. The ZBA duly received notice of the City of Newburgh Planning Board’s intent to act as Lead Agency for this project. The ZBA voted to defer Lead Agency status to the City of Newburgh Planning Board on September 22, 2020. The ZBA conditioned its vote on the project on both SEQRA and Site Plan determinations made by the City of Newburgh Planning Board.

2. The ZBA recognized the applicable standard for considering an area variance, which is set forth in General City Law, Section 81-b(4), and requires the ZBA to take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. In making this determination, the ZBA shall consider: (a) whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (b) whether the benefit sought by the applicant can be achieved by some method feasible for the applicant to pursue, other than an area variance; (c) whether the requested area variance is substantial; (d) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (e) whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the ZBA, but shall not necessarily preclude the granting of the area variance.

(a) The granting of the variance would not result in an undesirable change in the character of the neighborhood and no detriment to nearby properties.

The primary intent of the Downtown Neighborhood zone is “to protect and promote the quality of the downtown residential neighborhoods immediately north and south of Broadway and the smaller scale mixed-use shopfront buildings located primarily on Liberty Street and Grand Street... New infill development shall respect the pattern and scale of the existing urban development... These commercial, mixed-use, and higher-density residential structures will reflect the historic development pattern of the area and capitalize on the cultural assets within the district.”

The property is currently a vacant, shell building that has already been approved for demolition by the City’s Architectural Review Commission. The Owner’s proposal is to demolish the building and construct a 6-story, mixed-use building with commercial space on the bottom floor and residential units – including several affordable micro units on floors 2 through 6.

The Board finds this proposal to be in line with current zoning and with the character of the neighborhood.

- (b) The benefit cannot be achieved by a feasible method besides the area variance:

The ZBA found that the area variance was the most feasible method to achieve Applicant's proposal. The ZBA found that the applicant could have redesigned the building with a secondary egress staircase that did not require a variance. However, this alternative design would have made the project financially infeasible because it would have reduced or eliminated a number of proposed dwelling units in the building. The ZBA found that enough off-street parking existed in the area to accommodate the request and to further promote walkability in/around this neighborhood.

- (c) The requested variance is not substantial.

The ZBA found that the requested variances are not substantial given the size of the variance requested.

- (d) The variance will not have a significant adverse effect on the physical or environmental conditions in the neighborhood or district.

The variance will not have a significant adverse effect on the physical or environmental conditions in the neighborhood. The ZBA finds that there will be short-term impacts with respect to the demolition and reconstruction project. Once the project is complete, there will be an expected increase in water, sewer, and electric usage commensurate with the use of the Premises. However, this increase will not be significant.

- (e) The need for the variance was self-created to the extent that the applicant desires to demolish the existing building on premises and construct a new, function building in its place.

3. Applying the standard above to the instant application, the ZBA found the benefit to the applicant in granting the variance outweighed any detriment to the health, safety and welfare of the neighborhood or community by such grant.
4. The ZBA conditioned its vote on the project on both SEQRA and Site Plan determinations made by the City of Newburgh Planning Board, and the required approvals from the City of Newburgh Architectural Review Commission.

THE ROLL CALL VOTE: APPEAL NO. 2020-13

The question of the foregoing resolution calling for granting the requested variances was put to a vote on roll call on September 22, 2020, with the results as follows:

Motion made by: Dianne Dixon

Seconded by: Julie Lindell

Joanne Lugo, Chairperson	Voting for granting the variance
Ben Brandt, Member	Voting against granting the variance
Dianne Dixon, Member	Voting for granting the variance
Julie Lindell, Member	Voting for granting the variance
Barbara Smith, Member	Voting for granting the variance
Corey Allen, Member	Absent
Michael Papaleo, Member	Absent

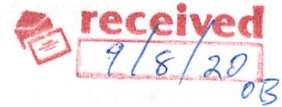
10/15/2020
Date

Joanne Lugo
Joanne Lugo, Chairperson
Zoning Board of Appeals

ATTENTION APPLICANTS

FURTHER COMPLIANCE WITH THE CITY OF NEWBURGH ZONING ORDINANCE REMAINS YOUR RESPONSIBILITY. AN AREA VARIANCE ISSUED BY THE ZONING BOARD OF APPEALS IS NOT THE EQUIVALENT OF A BUILDING PERMIT OR CERTIFICATE OF OCCUPANCY, BOTH OF WHICH CAN ONLY BE SECURED THROUGH THE NEWBURGH BUILDING DEPARTMENT. PLEASE SEEK THE ADVICE OF THE NEWBURGH BUILDING DEPARTMENT FOR THE PARTICULAR CIRCUMSTANCES.

**Full Environmental Assessment Form
Part 1 - Project and Setting**



Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: 104 Washington		
Project Location (describe, and attach a general location map): 104 Washington Street		
Brief Description of Proposed Action (include purpose or need): Remove existing structure, erect new mixed-use property. Six stories, including approximately 30 residential units and 4000 square feet of commercial space.		
Name of Applicant/Sponsor: 104 Washington St, LLC		Telephone: 917-545-4122
		E-Mail: ppp@libertygroupe.com
Address: PO Box 1602		
City/PO: Newburgh	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Philippe Pierre - Authorized Signor		Telephone: Same
		E-Mail: Same
Address: Same		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Newburgh Community Landbank, Inc.		Telephone: (845) 565-5360
		E-Mail: info@newburghcommunitylandbank.org
Address: 15 Chambers Street		
City/PO: Newburgh	State: NY	Zip Code: 12550

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No	Planning Board - Variance	9/15/2020
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No	Zonning Board - Variance	9/15/2020
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No	Newburgh IDA - PILOT	9/15/2020
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No	HCR - HOMES Funding	7/15/2020
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 DN Zoning Code _____

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services

a. In what school district is the project site located? NECSD

b. What police or other public protection forces serve the project site?
Newburgh PD

c. Which fire protection and emergency medical services serve the project site?
Newburgh FD

d. What parks serve the project site?
State Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed use: residential 85% and commercial 15%

b. a. Total acreage of the site of the proposed action? .115 acres
 b. Total acreage to be physically disturbed? .115 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: 24 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase				30
At completion				
of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 60 height; 50 width; and 80 length

iii. Approximate extent of building space to be heated or cooled: 24000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

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

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

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

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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

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

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

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

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

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

i. Total anticipated water usage/demand per day: _____ 4000 gallons/day

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

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

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: _____ 4000 gallons/day

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

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

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

• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
 0
 iii. Parking spaces: Existing 150 Proposed 0 Net increase/decrease 0
 iv. Does the proposed action include any shared use parking? Yes No
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No
 If Yes:
 i. Estimate annual electricity demand during operation of the proposed action: _____
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
 iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:		ii. During Operations:	
• Monday - Friday:	6:30am to 5:00pm	• Monday - Friday:	6am-9pm
• Saturday:	6:30am to 5:00pm	• Saturday:	6am-9pm
• Sunday:	None	• Sunday:	6am-9pm
• Holidays:	None	• Holidays:	6am-9pm

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration: _____

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: General pedestrian and area lighting sufficient to provide safe conditions for occupant: near entry/exit points, above door ways. _____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
Describe: Certain trees will be removed. _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):
Typical pest control practices _____

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

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

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

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

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

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

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

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): 336042, B00188, 336036, 336055, 546031
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ unknown feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal Aquifer _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____
 Atlantic Sturgeon, Bald Eagle, Shortnose Sturgeon

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No
 If Yes:
 i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District
 ii. Name: , New York State Armory, Washington's Headquarters, East End Historic District
 iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No
 If Yes:
 i. Describe possible resource(s): _____
 ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No
 If Yes:
 i. Identify resource: _____
 ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____
 iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No
 If Yes:
 i. Identify the name of the river and its designation: _____
 ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No


F. Additional Information

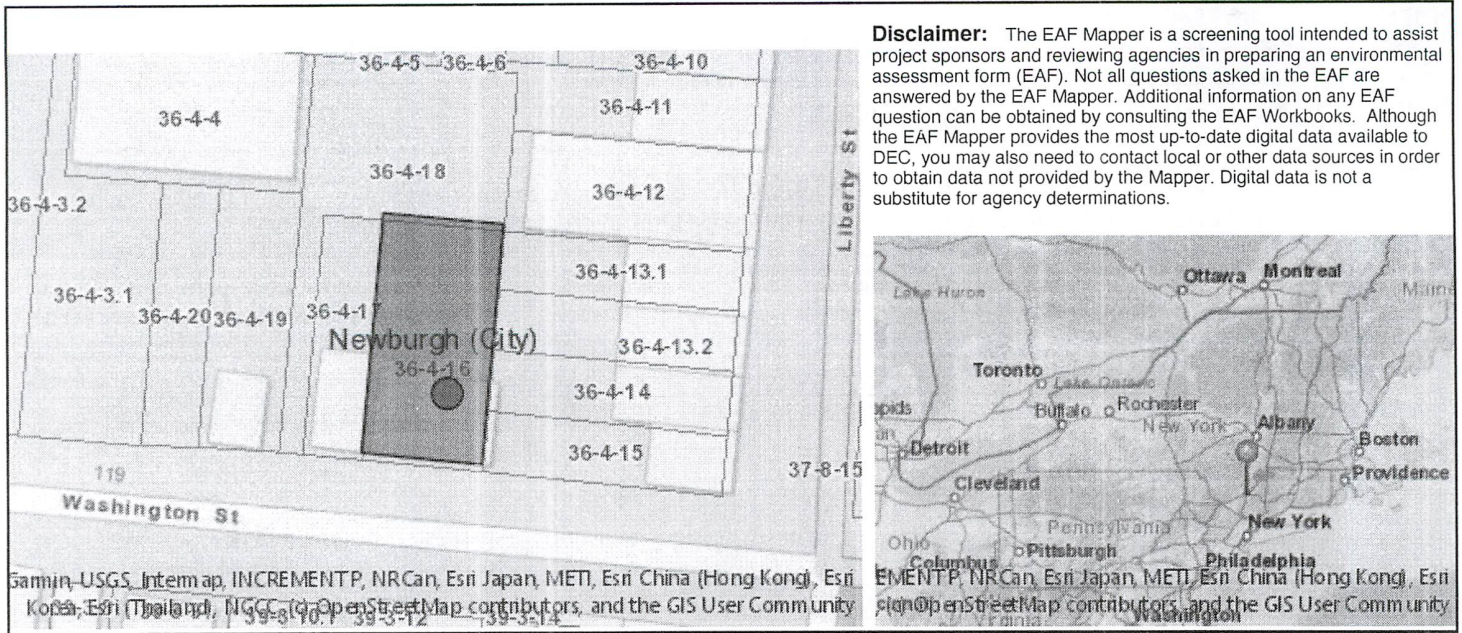
Attach any additional information which may be needed to clarify your project.

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

G. Verification

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

Applicant/Sponsor Name 104 Washington St, LLC // Philippe Pierre Date 9/15/2020
 Signature  Title Authorized Signer



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	336042, B00188, 336036, 336055, 546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No

E.2.b. [Endangered or Threatened Species]	Yes
E.2.c. [Endangered or Threatened Species - Name]	Atlantic Sturgeon, Bald Eagle, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	, New York State Armory, Washington's Headquarters, East End Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

**CITY OF NEWBURGH
ZONING BOARD OF APPEALS**

**Joanne Lugo, Chairperson
Omar Balbuena-Palma, Secretary**

123 Grand Street, Newburgh, New York

Phone: (845) 569-7380 Fax: (845) 569-0188

City of Newburgh Zoning Board of Appeals Index No. Z 2020-13

Property Location: 104 Washington Street
City of Newburgh, NY 12550
Section 36, Block 4, Lot 16

STATE OF NEW YORK)

)ss.:

COUNTY OF ORANGE)

Omar E. Balbuena-Palma, being duly sworn, deposes and says:

That he is the Secretary to the Land Use Boards of the City of Newburgh, New York. That on the 8th day of September 2020, he mailed copies of the annexed notice in securely closed postpaid wrappers in the Official depository under the custody and control of the United States Postal Service, in the City of Newburgh, Orange County, New York, to the City of Newburgh property owners as the annexed list.



Omar E. Balbuena-Palma
Land Use Boards Secretary

Sworn to before on

This 8 day of SEPTEMBER, 2020

Jeremy Kaufman
Notary Public, State of New York
No. 02KA6202389
Qualified in Sullivan County
Commission Expires March 16, 2021



**CITY OF NEWBURGH
ZONING BOARD OF APPEALS**

Please Take Notice, that a Public Hearing will be held by the **City of Newburgh, Zoning Board of Appeals** pursuant to Section 300-116(D) of the Zoning Code, on the following matters:

Appeal No. 2020-13

Applicant: 104 Washington St, LLC

Owner: Newburgh Community Land Bank Inc.

Location: 104 Washington Street

Requesting an **AREA Variance** for 8.5 feet on the rear yard setback and 28 off-street parking spaces, which do not meet the requirements of the Schedule of Use and Bulk Regulations in the Downtown Neighborhood Zone.

For properties situated as follows:

104 Washington Street Section: 36 Block: 4 Lot: 16

As described on the Tax Records, Newburgh, New York.

The Public Hearing will be held on Tuesday, September 22, 2020 and any adjourned date, at 7:00 p.m. anyone wishing to make comment on the application may do so at that time.

**Joanne Lugo, Chairperson
City of Newburgh Zoning Board of Appeals**

Dated: 09/03/2020

In accordance with Governor's Executive Order 202.1, and subsequent amendments extending the Order, the Zoning Board of Appeals meeting will be held via videoconference. A transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on any applications subject to a public hearing, as follows:

To view the Zoning Board of Appeals videoconference, or to participate in the public hearing for a particular application, you may join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App, at the following web address:

<https://bit.ly/2CqtSm5>

You will have to complete required information (first name, last name, e-mail address). After registering, you will receive a confirmation e-mail containing information about joining the webinar for viewing or for public comment.

Comments can also be provided by e-mail before the meeting to: obpalma@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING, ZBA" by 4:00 p.m. on the day of the ZBA meeting. Please check the meeting Agenda posted at <https://bit.ly/2BXhme8> for further instructions to access the virtual meeting and for updated information.

CIUDAD DE NEWBURGH
CONSEJO DE APELACIONES DE ZONIFICACIÓN

Por favor tenga en cuenta, que el **Consejo de Apelaciones de Zonificación** de la **Ciudad de Newburgh** llevara a cabo una Audiencia Pública, de acuerdo a la Sección 300-116(D) del Código de Zonificación, en los siguientes temas:

Apelación No. 2020-13

Solicitante: 104 Washington St, LLC

Propietario: Newburgh Community Land Bank Inc.

Locación: 104 Washington Street

Se solicita una **VARIACIÓN de ÁREA** de 8.5 pies en el revés del patio trasero y 28 plazas de estacionamiento fuera de la calle, los cuales no cumplen con las Regulaciones de los Requerimientos de Uso y Volumen en la zona de la vecindad central.

Para la propiedad situada de la siguiente manera:

104 Washington Street Sección: 36 Bloque: 4 Lote(s): 16

Como se describe en los Registros de Impuestos, Newburgh, Nueva York.

La Audiencia Pública se llevará a cabo el martes 22 de septiembre de 2020 y cualquier fecha aplazada, a las 7:00 p.m. cualquier persona que desee hacer comentarios sobre la aplicación puede hacerlo en ese momento.

Joanne Lugo, Presidente

Consejo de Apelaciones de Zonificación, Ciudad de Newburgh

Fecha: 09/03/2020

De acuerdo con la Orden Ejecutiva 202.1 del Gobernador y las enmiendas posteriores que extienden la Orden, la reunión del Consejo de Apelaciones de Zonificación se llevará a cabo por videoconferencia. Se proporcionará una transcripción en una fecha posterior. El público tendrá la oportunidad de ver y escuchar la reunión en vivo y proporcionar comentarios sobre cualquier solicitud sujeta a una audiencia pública, de la siguiente manera:

Para ver la videoconferencia del Consejo de Apelaciones de Zonificación, o participar en la audiencia pública para una aplicación en particular, puede unirse a la reunión a través de la aplicación Zoom desde un PC, Mac, iPad, iPhone, o dispositivo Android en la siguiente dirección web:

<https://bit.ly/2CqtSm5>

Tendra que llenar la información requerida (nombre, apellido, dirección de correo electrónico). Después de registrarse, recibirá un correo electrónico de confirmación con información sobre

como unirse al seminario web para verlo o para comentario público.

Puede enviar Comentarios por correo electrónico antes de la reunión a OBPalma@cityofnewburgh-ny.gov con la Línea de Asunto en este formato: “PUBLIC HEARING, ZBA” antes de las 4:00 p.m. del día de la reunión del Consejo de Apelaciones de Zonificación. Consulte la Agenda de la reunión publicada en <https://bit.ly/2BXhme8> para obtener más instrucciones para acceder a la reunión virtual y obtener información actualizada.

print_key	own_owner_name	own_po_box	own_street_address	own_addl_address	mail_city	own_mail_state	mail_zip	owner_first_name	owner_last_name	owner_type	parcel_location_address
36-3-5	House of Refuge Church of		127-131 Broadway	God In Christ Inc	Newburgh	NY	12550		House of Refuge Church of	P	133 Broadway
36-3-6.1	House of Refuge Church of		127-131 Broadway	God In Christ Inc	Newburgh	NY	12550		House of Refuge Church of	P	127-131 Broadway
36-3-8	Ilias A. Karounis		2 Carol Ln		New Hempstead	NY	10977	Ilias	Karounis	P	125 Broadway
36-3-8	Christine Karounis		2 Carol Ln		New Hempstead	NY	10977	Christine	Karounis	P	125 Broadway
36-3-9	Daniel Sheehan		95 Ann St		New Hempstead	NY	12550	Daniel	Sheehan	A	123 Broadway
36-3-10	119 Broadway Newburgh Inc	150			Paramus	NJ	076530150		119 Broadway Newburgh Inc	P	119 Broadway
36-3-12	Safe Harbors of the				Newburgh	NY	12550		Safe Harbors of the	P	103 Broadway
36-3-14.1	Sate Harbors of the Hudson			Hudson Inc	Newburgh	NY	12550		Safe Harbors of the Hudson	P	97 Broadway
36-3-20	City of Newburgh				Newburgh	NY	12550		City of Newburgh	A	97 Broadway
36-4-2.2	John Servidio		143 Ann St		Newburgh	NY	12550	John	Servidio	P	143 Ann St
36-4-4	Gita Nandan		93 Dikeman St		Brooklyn	NY	11231	Gita	Nandan	P	105 Ann St
36-4-4	Between Spaces, LLC		93 Dikeman St		Brooklyn	NY	11231		Between Spaces, LLC	A	105 Ann St
36-4-5	Daniel J. Sheehan III		95 Ann St		Newburgh	NY	12550	Daniel	Sheehan	P	95 Ann St
36-4-6	Demarni 2, LLC		234 Broadway		Newburgh	NY	12550		Demarni 2, LLC	P	93 Ann St
36-4-7	Newburgh Inc	1621			Newburgh	NY	12551		Newburgh Inc	A	91 Ann St
36-4-7	Our Lady Of Comfort of		38 Seward Ave		Middletown	NY	10940		Our Lady Of Comfort of	A	91 Ann St
36-4-8	Anthony Mileo		88 Verbena Ave		Floral Park	NY	11001	Anthony	Mileo	P	91 Ann St
36-4-8	Silvia Mileo		88 V erbena Ave		Floral Park	NY	11001	Silvia	Mileo	P	119 Liberty St
36-4-9	Dub Flo, LLC		34 City Terrace North		Newburgh	NY	12550		Dub Flo, LLC	A	119 Liberty St
36-4-10	LSP One LLC	1602			Newburgh	NY	12551		LSP One LLC	P	117 Liberty St
36-4-11	Leaf Storm Productions Inc		275 Central Park West		New York	NY	10024		Leaf Storm Productions Inc	P	115 Liberty St
36-4-12	Motorcyclepedia		250 Lake St		Newburgh	NY	12550	Stacie	Motorcyclepedia	P	113 Liberty St
36-4-13.1	Stacie R. Laskin		107 Liberty St		Newburgh	NY	12550		Laskin	P	109 Liberty St
36-4-13.2	Alexander Angelet &		76 Bames Rd	Washingtonville	Washingtonville	NY	10992		Alexander Angelet &	A	105 Liberty St
36-4-13.2	Jeanne Angelet LLC		76 Bames Rd	Washingtonville	Washingtonville	NY	10992		Jeanne Angelet LLC	A	105 Liberty St
36-4-14	Liberty Works L L C		557 Blooming Grove Tpke		New Windsor	NY	12553		Liberty Works L L C	P	103 Liberty St
36-4-15	Fracasse Realty, LLC	152	521 Grand Ave		Newburgh	NY	12550		Fracasse Realty, LLC	P	101 Liberty St
36-4-16	Newburgh Community Land	152			Newburgh	NY	12550		Newburgh Community Land	P	104 Washington St
36-4-16	Bank Inc				Newburgh	NY	12550		Bank Inc	A	104 Washington St
36-4-17	Paul Dantuono		3 Crosshill Rd		Mahopac	NY	10541	Paul	Dantuono	P	104 Washington St
36-4-18	Daniel J. Sheehan III		95 Ann St		Newburgh	NY	12550	Daniel	Sheehan	P	106 Washington St
36-4-19	Between Spaces, LLC		93 Dikeman St		Brooklyn	NY	11231		Between Spaces, LLC	P	106 A Washington St
36-4-19	Gita Nandan		93 Dikeman St		Brooklyn	NY	11231	Gita	Nandan	A	110 Washington St
36-4-20	Between Spaces, LLC		93 Dikeman St		Brooklyn	NY	11231		Between Spaces, LLC	P	110 Washington St
36-4-20	Gita Nandan		93 Dikeman St		Brooklyn	NY	11231	Gita	Nandan	P	112 Washington St
36-4-21	David Berger		2604 Jackson Ave #3R		Long Island City	NY	11101	David	Berger	A	144 Washington St
36-4-26	Princess Blanding	1914			Newburgh	NY	12551	Princess	Blanding	P	24 S Johnson St
37-1-1	91-95 Broadway Owners, LLC		465 Tenth Ave Fl 2nd		New York	NY	10018		91-95 Broadway Owners, LLC	P	91 Broadway
37-1-2	Newburgh 87 LLC		560 Sylvan Ave Fl 1st		Englewood Cliffs	NJ	07632		Newburgh 87 LLC	P	87 Broadway
37-1-3	City of Newburgh		83 Broadway		Newburgh	NY	12550		City of Newburgh	P	83 Broadway
37-1-3	City Hall		83 Broadway		Newburgh	NY	12550		City Hall	A	83 Broadway
37-1-6	John Boubaris	4517			New Windsor	NY	12553	John	Boubaris	P	82 Ann St
37-1-6	Clariel Boubaris	4517			New Windsor	NY	12553	Clariel	Boubaris	A	82 Ann St
37-1-7	Rose Boubaris	4517			New Windsor	NY	12553	Rose	Boubaris	A	122 Liberty St
37-1-7	John Boubaris	4517			New Windsor	NY	12553	John	Boubaris	P	122 Liberty St
37-1-8	Leaf Storm Productions Inc		275 Central Park West Apt 19D		New York	NY	10024		Leaf Storm Productions Inc	P	126 Liberty St
37-1-9	Susan Young		128 Liberty St		Newburgh	NY	12550	Susan	Young	P	128 Liberty St
37-2-3	59-61 Broadway		77-79 Broadway	Properties LLC	Newburgh	NY	12550		59-61 Broadway	P	59 Broadway
37-2-4	City of Newburgh		81-83 Broadway		Newburgh	NY	12550		City of Newburgh	P	55 Broadway
37-7-17	Andrew A. Stern		4 Grand St		Newburgh	NY	12550	Andrew	Stern	P	4 Grand St
37-7-17	Katrin A. Redfern		4 Grand St		Newburgh	NY	12550	Katrin	Redfern	A	4 Grand St
37-7-18	Samuel Ottenhoff	708			Newburgh	NY	12551	Samuel	Ottenhoff	P	6 Grand St
37-7-18	Naomi Heresson-Ringskog	708			Newburgh	NY	12551	Naomi	Heresson-Ringskog	A	6 Grand St
37-7-19	Michael B. Curry		8 Grand St		Newburgh	NY	12550	Michael	B. Curry	P	8 Grand St
37-7-19	Marietta Curry		8 Grand St		Newburgh	NY	12550	Marietta	Curry	P	8 Grand St
37-7-20	Earl R. Hopper		10 Grand St		Newburgh	NY	12550	Earl	Hopper	P	10 Grand St
37-7-21	John C IV Ledwith		12 Grand St		Newburgh	NY	12550	John C IV	Ledwith	P	12 Grand St
37-7-22	John C IV Ledwith		12 Grand St		Newburgh	NY	12550	John C IV	Ledwith	P	14 Grand St
37-7-34	Carole Cowan	1103			Newburgh	NY	12551	Carole	Cowan	P	50-60 Washington St
37-8-1	NYMA Holding Inc	2334			Newburgh	NY	12550		NYMA Holding Inc	P	87 Ann St
37-8-2	Louis Pipolo		20 Westbrook Rd		Newburgh	NY	12550	Louis	Pipolo	P	85 Ann St
37-8-3	NSD 83 Ann Street LLC	140	60 Appletree Rd		Esopus	NY	12429		NSD 83 Ann Street LLC	P	83 Ann St
37-8-4	Doris J. Guilford		81 Ann St		Newburgh	NY	12550	Doris	Guilford	P	81 Ann St
37-8-5	Ronald J. Costanzo	3134			Newburgh	NY	12550	Ronald	J. Costanzo	P	79 Ann St
37-8-6	Barrington Haye		77 Ann St		Newburgh	NY	12550	Haye	Barrington	P	77 Ann St
37-8-7	Yelma Haye		75 Ann St		Newburgh	NY	12550	Yelma	Haye	A	75 Ann St
37-8-7	Barrington Haye		75 Ann St		Newburgh	NY	12550	Haye	Barrington	A	75 Ann St
37-8-8	2814 Newburgh LLC		239 1/2 Summit Ave		Jersey City	NJ	07304		2814 Newburgh LLC	P	17 Grand St

37-8-9	Glendon A. Fraser	352 Skidmore Rd	Pleasant Valley	NY	12569	Glendon	Fraser	P	11 Grand St
37-8-10	Michael Gabor	5 Grand St	Newburgh	NY	12550	Michael	Gabor	P	5 Grand St
37-8-11	Francine Deweever	1 Grand St	Newburgh	NY	12550	Francine	Deweever	P	1 Grand St
37-8-12	John A. Delk	86 Washington St #3	Newburgh	NY	12550	John	Delk	P	86 Washington St
37-8-13	John A. Jay-Rayon	234 Broadway	Newburgh	NY	12550	John	Jay-Rayon	P	88 Washington St
37-8-13	Eva Zanardi	234 Broadway	Newburgh	NY	12550	Eva	Zanardi	P	88 Washington St
37-8-14	The Mangaser Family Trust	90 Washington St	Newburgh	NY	12550	Diana	The Mangaser Family Trust	A	90 Washington St
37-8-14	Diana Mangaser	90 Washington St	Newburgh	NY	12550	Diana	Mangaser	P	90 Washington St
37-8-14	Yoshihiro Sergel	90 Washington St	Newburgh	NY	12550	Yoshihiro	Sergel	P	90 Washington St
37-8-15	Newburgh Ventures	90 Washington St	Wallkill	NY	12589	Newburgh Ventures	Newburgh Ventures	A	92 Washington St
37-8-15	Construction LLC	St	Wallkill	NY	12589	Construction LLC	Construction LLC	A	92 Washington St
37-8-16	568 Putnam Avenue LLC	234 Broadway Ste 2	Newburgh	NY	12550	568 Putnam Avenue LLC	568 Putnam Avenue LLC	P	110 Liberty St
37-8-17	Rose Boubaris	105 Grand St	New Windsor	NY	12553	Rose	Boubaris	A	112 Liberty St
37-8-17	John Boubaris	15 Chambers St	New Windsor	NY	12553	John	Boubaris	P	112 Liberty St
37-8-18	Rose Boubaris	15 Chambers St	New Windsor	NY	12553	Rose	Boubaris	A	116 Liberty St
37-8-18	John Boubaris	15 Chambers St	New Windsor	NY	12553	John	Boubaris	P	116 Liberty St
39-2-9	St Georges Cemetery	105 Grand St	Newburgh	NY	12550	St Georges Cemetery	St Georges Cemetery	P	147 Washington St
39-2-11	Newburgh Community Land	15 Chambers St	Newburgh	NY	12550	Newburgh Community Land	Newburgh Community Land	P	143 Washington St
39-2-11	Bank, Inc	15 Chambers St	Newburgh	NY	12550	Bank, Inc	Bank, Inc	A	143 Washington St
39-3-4-1	Habitat for Humanity of	125 Washington St	Newburgh	NY	12550	Habitat for Humanity of	Habitat for Humanity of	P	125 Washington St
39-3-4-1	Greater Newburgh	83 Broadway	Newburgh	NY	12551	Greater Newburgh	Greater Newburgh	A	125 Washington St
39-3-7	City of Newburgh	83 Broadway	Newburgh	NY	12550	City of Newburgh	City of Newburgh	P	115 Washington St
39-3-8	City of Newburgh	83 Broadway	Newburgh	NY	12550	City of Newburgh	City of Newburgh	P	113 Washington St
39-3-9	A M E Zion Church	109 Washington St	Newburgh	NY	12550	A M E Zion Church	A M E Zion Church	P	111 Washington St
39-3-10.1	A M E Zion Parsonage	109 Washington St	Newburgh	NY	12550	A M E Zion Parsonage	A M E Zion Parsonage	P	109 Washington St
39-3-12	Alicia Mejia	105 Washington St	Newburgh	NY	12551	Alicia	Mejia	A	105 Washington St
39-3-12	Dolores Mejia Saravia	105 Washington St	Newburgh	NY	12550	Dolores Mejia	Saravia	P	105 Washington St
39-3-13	City of Newburgh	83 Broadway	Newburgh	NY	12550	City of Newburgh	City of Newburgh	P	103 Washington St
39-3-14	TimKear Realty LLC	4 Charifile Ct	Baldwin Place	NY	10505	TimKear Realty LLC	TimKear Realty LLC	P	97 Liberty St
39-3-15	Ninety Five Liberty Street LLC	91 Liberty St	Newburgh	NY	12550	Ninety Five Liberty Street LLC	Ninety Five Liberty Street LLC	P	95 Liberty St
39-3-16	Ronald J. Costanzo	80 State St	Newburgh	NY	12550	Ronald	Costanzo	P	93 Liberty St
39-3-17	Kelly S. Schroer	3 Max Way	Newburgh	NY	12550	Kelly	Schroer	P	91 Liberty St
39-3-18	DrewCora Second LLC	260 Madison Ave Fl 22nd	New York	NY	10016	DrewCora Second LLC	DrewCora Second LLC	P	89 Liberty St
39-3-19	Iskra Star LLC	80 State St	Albany	NY	12207	Iskra Star LLC	Iskra Star LLC	P	87 Liberty St
39-3-20	AAD Liberty Realty LLC	8 E Parmenter St	Newburgh	NY	12550	AAD Liberty Realty LLC	AAD Liberty Realty LLC	P	85 Liberty St
39-3-21	Laililian West	8 E Parmenter St	Newburgh	NY	12550	Laililian	West	P	8 E Parmenter St
39-3-22	Judith Meade	14 East Parmenter St	Newburgh	NY	12550	Judith	Meade	P	14 E Parmenter St
39-3-23	16 E Parmenter St Zenard LLC	418 40th St	Brooklyn	NY	11232	16 E Parmenter St	16 E Parmenter St Zenard LLC	P	16 E Parmenter St
39-3-24.1	Aramy Santana	18 East Parmenter St	Newburgh	NY	12550	Aramy	Santana	A	18 E Parmenter St
39-3-24.1	Luis Santana Jr	18 East Parmenter St	Newburgh	NY	12550	Luis	Santana	P	18 E Parmenter St
39-3-25	LSP One LLC	LSP One LLC	Newburgh	NY	12551	LSP One LLC	LSP One LLC	P	20 E Parmenter St
39-3-25	LSP One LLC	LSP One LLC	Newburgh	NY	12551	LSP One LLC	LSP One LLC	P	22 E Parmenter St
39-3-27	Greater Newburgh Inc	125 Washington St	Newburgh	NY	12550	Greater Newburgh Inc	Greater Newburgh Inc	A	30 E Parmenter St
39-3-28	Habitat for Humanity of	125 Washington St	Newburgh	NY	12550	Habitat for Humanity of	Habitat for Humanity of	P	30 E Parmenter St
39-3-28	Greater Newburgh Inc	125 Washington St	Newburgh	NY	12550	Greater Newburgh Inc	Greater Newburgh Inc	A	32 E Parmenter St
39-3-35	Greater Newburgh Inc	125 Washington St	Newburgh	NY	12551	Greater Newburgh Inc	Greater Newburgh Inc	A	6 Federal St
39-3-35	Habitat for Humanity of	125 Washington St	Newburgh	NY	12550	Habitat for Humanity of	Habitat for Humanity of	P	6 Federal St
39-4-9	Anthony Dibenedetto	21 East Parmenter St	Newburgh	NY	12550	Anthony	Dibenedetto	P	21 E Parmenter St
39-4-10	William Hamigan	386 Washington St	Newburgh	NY	12550	William	Hamigan	P	19 E Parmenter St
39-4-11	Gerard A. Fuqua	17 East Parmenter St	Newburgh	NY	12550	Gerard	Fuqua	P	17 E Parmenter St
39-4-12	Carmen R. Warren	15 East Parmenter St	Newburgh	NY	12550	Carmen	Warren	P	15 E Parmenter St
39-4-13	Olicar Realty LLC	13 Autumn Ridge Way	Newburgh	NY	12550	Olicar Realty LLC	Olicar Realty LLC	P	13 E Parmenter St
39-4-14	Olicar Realty LLC	13 Autumn Ridge Way	Newburgh	NY	12550	Olicar Realty LLC	Olicar Realty LLC	P	9 E Parmenter St
39-4-15	Pro 13 Properties LLC	12 Galloway Ave	Newburgh	NY	12550	Pro 13 Properties LLC	Pro 13 Properties LLC	P	81 Liberty St
39-4-16	Zucker Joanna. & Arnold I	12 Galloway Ave	Newburgh	NY	12550	Zucker Joanna. & Arnold I	Zucker Joanna. & Arnold I	A	79 Liberty St
39-4-16	Pro 13 Properties LLC &	12 Galloway Ave	Newburgh	NY	12550	Pro 13 Properties LLC &	Pro 13 Properties LLC &	P	79 Liberty St
39-4-17	Katrin Anna Redfern	4 Grand St	Newburgh	NY	12550	Katrin Anna	Redfern	P	77 Liberty St
39-4-17	Andrew Stern	4 Grand St	Newburgh	NY	12550	Andrew	Stern	A	77 Liberty St
39-4-18	75 Liberty LLC	4 Grand St	Newburgh	NY	12550	75 Liberty LLC	75 Liberty LLC	P	75 Liberty St
39-4-19	Fullerton Group LLC	Stle	Newburgh	NY	12550	Fullerton Group LLC	Fullerton Group LLC	P	73 Liberty St
39-4-20	NYMA Holding Inc	11 Spring St	Newburgh	NY	12550	NYMA Holding Inc	NYMA Holding Inc	P	71 Liberty St
39-4-21	Consolidated Spring LLC	12 Spring St	Newburgh	NY	12550	Consolidated Spring LLC	Consolidated Spring LLC	P	10 Spring St
39-4-22	Antonio Aresco	12 Spring St	Newburgh	NY	12550	Antonio	Aresco	P	12 Spring St
39-4-22	Jim Kim	664 Palisade Ave	Newburgh	NY	12550	Jim	Kim	A	12 Spring St
39-4-23	Alejandro Dron	664 Palisade Ave	Jersey City	NJ	07307	Alejandro	Dron	P	14 Spring St
39-4-23	Carina Rubaja	14 Spring St	Jersey City	NJ	07307	Carina	Rubaja	A	14 Spring St
39-4-24	Alejandro Dron	14 Spring St	Newburgh	NY	12550	Alejandro	Dron	P	16 Spring St
39-4-24	Carina Rubaja	14 Spring St	Newburgh	NY	12550	Carina	Rubaja	A	16 Spring St
39-4-25	Carina Rubaja	14 Spring St	Newburgh	NY	12550	Carina	Rubaja	A	18 Spring St

39-4-25	Alejandro Dron	14 Spring St	230	Newburgh	NY	12550	Alejandro	Dron	P	18 Spring St
39-4-26	Trout Properties LLC	24 Spring St	230	Chester	NY	10918		Trout Properties LLC	P	22 Spring St
39-4-27	Juan J. Chavez	6 Berea Rd	230	Newburgh	NY	12550	Juan	Chavez	P	24 Spring St
39-4-28	David A. Hinsvark	6 Berea Rd	230	Walden	NY	12586	David	Hinsvark	P	26 Spring St
39-4-29	Jean Fern Hinsvark	28 Spring St	230	Walden	NY	12586	Jean Fern	Hinsvark	A	26 Spring St
39-4-30	Jamie L. Crisatulli	28 Spring St	230	Newburgh	NY	12550	Jamie	Crisatulli	P	28 Spring St
39-4-31	Hudson Valley Paper Works Inc		972	Newburgh	NY	12551		Hudson Valley Paper Works Inc	P	38 Spring St
40-1-1	Washington Headquarters State Of New York		427	Bear Mountain	NY	109110427		Washington Headquarters State Of New York	P	38 Spring St
40-6-1.1	Mid Hudson Film LLC		427	Bear Mountain	NY	109110427		Mid Hudson Film LLC	A	80 Liberty St
39-3-5.21	Ignacio Acevedo	250 Lake St		Newburgh	NY	12550	Ignacio	Acevedo	P	54 Liberty St
39-3-5.22	Habitat for Humanity of Greater Newburgh Inc	123 Washington St		Newburgh	NY	12550		Habitat for Humanity of Greater Newburgh Inc	P	123 Washington St
39-3-5.23	Greater Newburgh Inc	125 Washington St		City of Newburgh	NY	12550		Greater Newburgh Inc	A	121 Washington St
39-3-5.23	Greater Newburgh Inc	125 Washington St		City of Newburgh	NY	12550		Greater Newburgh Inc	A	119 Washington St
39-3-5.23	Habitat for Humanity of Greater Newburgh Inc	125 Washington St		Newburgh	NY	12550		Habitat for Humanity of Greater Newburgh Inc	P	119 Washington St
39-3-26.1	Marliolin Spearman	26 E Parmenter St		Newburgh	NY	12550	Marliolin	Spearman	P	26 E Parmenter St
39-3-32.2	Erika Martinez	44 E Parmenter St		Newburgh	NY	12550	Erika	Martinez	P	28 E Parmenter St
39-3-33.2	Marlene Galvez	48 E Parmenter St		Newburgh	NY	12550	Marlene	Galvez	P	44 E Parmenter St
39-3-33.1	Raymonde Exantus	46 E Parmenter St		Newburgh	NY	12550	Raymonde	Exantus	P	46 E Parmenter St
39-3-32.22	Warren C. Faucher	40 East Parmenter St		Newburgh	NY	12550	Warren	Faucher	P	40 E Parmenter St
39-3-32.22	Stephanie Faucher	40 East Parmenter St		Newburgh	NY	12550	Stephanie	Faucher	A	40 E Parmenter St
39-3-32.12	Juan Carlos Rosales	42 E Parmenter St		Newburgh	NY	12550	Juan Carlos	Rosales	P	42 E Parmenter St
39-3-32.12	Marysol Rosales	42 E Parmenter St		Newburgh	NY	12550	Marysol	Rosales	A	42 E Parmenter St
39-3-31.22	Jeanine Jennings	38 E Parmenter St		Newburgh	NY	12550	Jeanine	Jennings	P	38 E Parmenter St
39-3-30.22	Ignacio Raya	36 E Parmenter St		Newburgh	NY	12550	Ignacio	Raya	P	36 E Parmenter St
39-3-30.22	Josefina Raya	36 E Parmenter St		Newburgh	NY	12550	Josefina	Raya	A	36 E Parmenter St
39-3-29.2	Luis Antonio Pascual Muniz	34 E Parmenter St		Newburgh	NY	12550	Luis Antonio	Pascual Muniz	P	34 E Parmenter St
39-3-29.2	Yuri D. Pascual Muniz	34 E Parmenter St		Newburgh	NY	12550	Yuri	Pascual Muniz	A	34 E Parmenter St
39-2-12.3	Teresa Pittman	41 E Parmenter St		Newburgh	NY	12550	Teresa	Pittman	P	41 E Parmenter St
39-2-12.2	Minnie Pryor	43 E Parmenter St		Newburgh	NY	12550	Minnie	Pryor	P	43 E Parmenter St
39-4-1.12	Tanice Fisher	39 E Parmenter St		Newburgh	NY	12550	Tanice	Fisher	P	39 E Parmenter St
39-4-2.122	Evelyn Fisher	37 E Parmenter St		Newburgh	NY	12550	Evelyn	Fisher	P	37 E Parmenter St
39-4-3.122	Cerrone Washington	35 E Parmenter St		Newburgh	NY	12550	Cerrone	Washington	P	35 E Parmenter St
39-4-4.12	Alexander C. Eugene	33 E Parmenter St		Newburgh	NY	12550	Alexander	Eugene	P	33 E Parmenter St
39-4-4.12	aka Eugene Alexander	33 E Parmenter St		Newburgh	NY	12550	aka Eugene Alexander		A	33 E Parmenter St
39-4-4.22	Israel Jackson	31 E Parmenter St		Newburgh	NY	12550	Israel	Jackson	P	31 E Parmenter St
39-4-5.22	Holly A. Mousseau	29 E Parmenter St		Newburgh	NY	12550	Holly	Mousseau	P	29 E Parmenter St
39-4-6.12	Ann Farmer Miller	27 E Parmenter St		Newburgh	NY	12550	Ann Farmer	Miller	A	27 E Parmenter St
39-4-6.12	Naomi Gail Miller	27 E Parmenter St		Newburgh	NY	12550	Naomi Gail	Miller	P	27 E Parmenter St
39-4-7.32	David Louis Miller	27 E Parmenter St		Newburgh	NY	12550	David Louis	Miller	A	27 E Parmenter St
39-4-7.32	Irma Ochoa	25 E Parmenter St		Newburgh	NY	12550	Irma	Ochoa	A	25 E Parmenter St
39-4-7.32	Crisoforo Balbuena	23 East Parmenter St		Newburgh	NY	12550	Crisoforo	Balbuena	P	23 E Parmenter St
39-4-8.2	Stephen P. Brooks	38 Seward Ave		Middletown	NY	10940	Stephen	Brooks	P	135 Washington St
39-3-1.22	Emergency Housing Group Inc	38 Seward Ave		Middletown	NY	10940		Emergency Housing Group Inc	P	135 Washington St
39-3-1.22	nka Honor ehg Inc	111 Broadway		Newburgh	NY	12550	nka Honor ehg Inc		A	111 Ann St
36-4-3.2	City of Newburgh	81-83 Broadway		Newburgh	NY	12550	City of Newburgh		A	111 Ann St
36-4-3.2	City Hall	81-83 Broadway		Newburgh	NY	12550	City Hall		A	111 Ann St
36-4-3.1	Gita Nandan	93 Dikeman St		Brooklyn	NY	11231	Gita	Nandan	A	116 Washington St
36-4-3.1	Between Spaces, LLC	93 Dikeman St		Brooklyn	NY	11231	Between Spaces, LLC		P	116 Washington St
36-3-1.2	Industrial Development		509	Goshen	NY	10924	Industrial Development		A	145 Broadway
36-3-1.2	City of Newburgh IDA		509	Goshen	NY	10924	City of Newburgh IDA		P	145 Broadway
36-3-11.12	Safe Harbors Of The			Newburgh	NY	12550	Safe Harbors Of The		P	107 Broadway
36-3-11.12	Hudson Inc	111 Broadway		Newburgh	NY	12550	Hudson Inc		A	107 Broadway
36-3-23.2	Housing Development fund Co	111 Broadway		Newburgh	NY	12550	Housing Development fund Co		P	111 Broadway
36-3-23.2	Safe Harbors of the Hudson	111 Broadway		Newburgh	NY	12550	Safe Harbors of the Hudson		A	111 Broadway
37-1-4.2	Properties Inc	15 Fith Dr		Middletown	NY	10941	Properties Inc		A	21-23 Grand St
37-1-4.2	21-23 Grand Street	15 Fith Dr		Middletown	NY	10941	21-23 Grand Street		P	21-23 Grand St

Appendix F

Financing



The Community Preservation Corporation

2 Church Street, Suite 207
Ossining, New York 10562

May 28, 2020

Mistral Construction, LLC
Philippe Pierre
Charley Huebner
13 Chambers Street
Newburgh, NY

RE: 104 Washington Street, Newburgh, NY 12550

Dear Mr. Pierre and Mr. Huebner;

Thank you for the opportunity to finance the above captioned property that you plan to redevelop into a mixed use development that will include 24 affordable and one market rate for a total of 25 residential units and 2 commercial/retail spaces. A summary of the terms and conditions for the financing follows:

CONSTRUCTION AND PERMANENT LOAN FINANCING

LENDER:	The Community Preservation Corporation 28 East 28 th Street, 9 th Floor New York, NY 10016
BORROWER:	“To be Formed” LLC
PRINCIPALS:	Liberty Street Partners - Philippe Pierre and Charley Huebner
GUARANTORS:	Philippe Pierre and Charley Huebner will guaranty completion of construction and provide a repayment guarantee until State of New York Mortgage Agency (“SONYMA”) insurance is declared effective. The Permanent Loan shall be non-recourse.
INDEMNITOR:	Environmental indemnity to be provided, subject to review of an environmental report for the project.

PROJECT/PURPOSE: The project will include a gut renovation and new construction of a 24,000 sq. ft.+/- mixed use building that will include 25 residential units and 2 commercial/retail units.

TYPE: **Construction Loan**

AMOUNT: [REDACTED]

TERM: [REDACTED]

AMORTIZATION: [REDACTED]

INTEREST RATE: [REDACTED]

COLLATERAL: [REDACTED]

COMMITMENT FEE: 1.00% of the loan amount.

TYPE: **Permanent Loan**

AMOUNT: [REDACTED]

TERM: [REDACTED]

AMORTIZATION: [REDACTED]

INTEREST RATE: [REDACTED]

RATE LOCK: Borrower may authorize CPC to lock a rate any time prior to the closing of the construction loan. There is a 1% rate lock fee due and payable within 30 days from the day the rate is locked. If the rate lock is cancelled within 60 days from the day of the rate is lock, the 1% fee is fully refunded.

FORWARD COMMITMENT: The interest rate will be based on a 24-month forward commitment. The fee for the forward commitment is equal to one percent (1%) of the permanent loan. This fee will be refunded upon the timely sale of the permanent loan to the appropriate pension fund. Upon failure for any reason to close the permanent loan and sell it to the appropriate pension fund

before the Pension Fund Delivery Date, such sum shall be subject to forfeiture at the rate of 1/12 of such sum for each month (or fraction thereof) which elapses from the Pension Fund Delivery Date until the date of actual delivery to the pension fund. The forward commitment may be subject to additional terms and conditions.

COLLATERAL: First mortgage on project site on 104 Washington St. Newburgh, NY 12550; together with all other collateral assignments and General Conditions normally associated with this transaction type (see General Conditions), including tax credit equity and developer fee.


COMMITMENT FEE: .5% of the loan amount.

SONYMA: The Permanent loan is conditioned on SONYMA insurance for 100% of the permanent loan amount. SONMYA application fee is 1/10 of 1% of the loan amount.

TYPE: **NYS HCR Small Building Loan PLP**

AMOUNT: 

TERM: 

INTEREST RATE: 

Subject to approval and compliance with NYS HCR Small Building Loan PLP as amended to be administered by CPC. HCR PLP Loan shall be fully subordinated to CPC Loans.

CONVERSION to
PERMANENT LOAN(s):

Conversion is conditioned on several requirements including, but not limited to:

- Certificate of substantial completion as determined by the project architect or engineer and confirmed by CPC's engineer.
- Final review and effectiveness by SONYMA.
- 90% Rental Achievement for 90 days using projected gross rents and ancillary income according to CPC's underwriting, provided these meet SONYMA's calculation of its "income and expense ratio," estimated at 1.05.
- CPC Minimum Debt Coverage Ratio of 1.25 and SONYMA minimum debt coverage of 1.15.

ESCROWS AND
OTHER RESERVES:

CPC will Escrow monthly for Real Estate Taxes and Insurance. Also a Replacement Reserve shall be funded at not less than \$250 per unit annually.

CLOSING:

To be Determined.

OTHER CONDITIONS:

Satisfactory review and CPC approval of the following (as applicable):

1. Subject to satisfactory review of borrower, principal and partners credit and equity requirements.
2. Subject to MAI Appraisal with LTV not to exceed 80%;
3. Subject to satisfactory Environmental Assessment Report;
4. Subject to satisfactory Engineering Report, site inspection and final project budget;
5. Subject to satisfactory review of Borrowers, guarantors, and developer's organizational documents.
6. Subject to satisfactory review General Contractor and Architect Agreements;
7. Subject to satisfactory underwriting based on financial projections;
8. Subject to approval of Newburgh IDA for sales and mortgage tax exemption and RE Tax Pilot estimated at \$20,000/year in total taxes.
9. Subject to approval of Orange Co. HOME Grant funds in the amount of \$405,000.
10. Subject to submission and final approval by CPC Loan Committee.

REPORT DEPOSIT:

A report deposit will be required to pay the estimated costs and expenses involved in obtaining appraisal, environmental, and engineering reports when the Commitment Letter is issued. The estimated report deposit is \$ 8,400. (Appraisal est. \$3,500, Phase 1

Please signify your agreement to make a formal loan application (please complete the attached Loan Application) based on the terms of the above by signing and returning the enclosed copy of this letter, together with a \$100 Loan Application payable to The Community Preservation Corporation.

CPC's mortgage committee will determine final approval of any project. This letter is not to be construed as a commitment to finance but merely a letter of interest.

Very truly yours,

The Community Preservation Corporation

By: 

Name: Mary S. Paden,
Sr. Vice President

Agreed and Accepted To By:
Borrower:

By: _____ Date: _____
Name:
Title:

Appendix G

Environmental/Engineering



PHASE I ENVIRONMENTAL SITE ASSESSMENT

**104 WASHINGTON STREET
NEWBURGH, NEW YORK 12550**

Prepared for:

Mr. Philippe Pierre
104 Washington St, LLC
115 Liberty Street
Newburgh, New York 12550

Prepared by:

Sterling Environmental Engineering, P.C.
24 Wade Road
Latham, New York 12110

Commencement Date: December 8, 2020

Report Date: December 28, 2020

“Serving our clients and the environment since 1993”

PHASE I ENVIRONMENTAL SITE ASSESSMENT

**104 WASHINGTON STREET
NEWBURGH, NEW YORK 12550**

Table of Contents

	<u>Page #</u>
EXECUTIVE SUMMARY	ES-1
1.0 INTRODUCTION	1
1.1 Purpose.....	1
1.2 Project Scope	1
1.3 Assumptions, Limitations or Exceptions	2
1.4 Special Terms of Conditions.....	3
1.5 Data Gaps.....	3
2.0 SUBJECT PROPERTY DESCRIPTION	3
2.1 Location and Description.....	3
2.2 Subject Property History.....	4
2.3 Surrounding Area.....	6
2.4 Physical Setting.....	6
3.0 USER PROVIDED INFORMATION	6
3.1 Reason for Performing Phase I ESA	6
3.2 Owner, Property Manager, and Occupant Information.....	6
3.3 Title Records.....	7
3.4 Environmental Liens and Activity and Use Limitations.....	7
3.5 Commonly Known or Reasonably Ascertainable Information.....	7
3.6 Specialized Knowledge.....	7
3.7 Valuation Reduction for Environmental Issues	7
4.0 REVIEW OF ENVIRONMENTAL LISTS.....	7
4.1 Standard Environmental Records	7
4.1.1 Federal ASTM Standard Database Review	8
4.1.2 USEPA Enforcement & Compliance History Online (ECHO) Report.....	8
4.1.3 State and County ASTM Standard Database Review	8
4.1.4 Additional Environmental Records.....	8
4.1.5 NYSDEC Spills Incidents (SPILLS) Online Database Search Results	8
4.1.6 NYSDEC Petroleum Bulk Storage (PBS) Online Database Search Results	9
4.2 Local Regulatory Agency Records Review	9
4.3 Vapor Encroachment Screening	9
5.0 DOCUMENT REVIEWS	10
5.1 Topographic Map.....	10
5.2 Aerial Photographs	10
5.3 Historical Fire Insurance Maps.....	10
5.4 Recorded Land Title Records	11
5.5 Property Records.....	11
5.6 Environmental Liens and Activity and Use Limitations.....	11
5.7 Prior Environmental Site Assessment Report(s).....	11

6.0	SUBJECT PROPERTY RECONNAISSANCE	11
6.1	Methodology and Limiting Conditions.....	11
6.2	General Site Characterization	12
	6.2.1 Exterior Observations	12
	6.2.2 Interior Observations	12
6.3	Site-Specific Characterization	12
6.4	Hazardous Substances and Petroleum Products	13
6.5	Oil-Containing Equipment, Electrical Transformers, and Polychlorinated Biphenyls (PCBs).....	13
6.6	Underground Storage Tanks (USTs) & Aboveground Storage Tanks (AST)	13
6.7	Site Water and Wastewater	13
6.8	Onsite Fill/Waste	13
6.9	Stained Soil, Stained Pavement, or Stressed Vegetation	13
6.10	Liquid Discharges, Pools of Liquid, Pits, Ponds or Lagoons	13
6.11	Wells	13
6.12	Floor Drains and Sumps	14
6.13	Air Emissions and Odors	14
7.0	INTERVIEWS	14
8.0	FINDINGS AND OPINIONS.....	14
9.0	REFERENCES AND DOCUMENTS REVIEWED	15
10.0	SIGNATURE OF ENVIRONMENTAL PROFESSIONAL	16
11.0	QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL	16

Appendices

Appendix A	Property Information
Appendix B	Prior Environmental Report(s)
Appendix C	ERIS Report, Historical Aerial Photographs & FI Maps
Appendix D	Photograph Log
Appendix E	Qualifications of Environmental Professional

EXECUTIVE SUMMARY

104 Washington St, LLC authorized Sterling Environmental Engineering, P.C. (STERLING) to perform a Phase I Environmental Site Assessment (ESA) of the property located at 104 Washington Street (Subject Property). The Subject Property, designated as Tax Parcel I.D. #36-4-16 (0.12 acre), is located in the City of Newburgh, Orange County, NY and is currently owned by Newburgh Community Land Bank, Inc. The parcel is approximately 50 feet wide by 100 feet deep.

The objective of this ESA is to identify Recognized Environmental Conditions (REC) in connection with the Subject Property. As defined in ASTM Practice E1527-13, a REC is the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. The potential presence of hazardous substances or petroleum products may include conditions in compliance with laws. *De minimis* conditions are not RECs.

Effective December 30, 2013, the Environmental Protection Agency (EPA) issued a rule formally recognizing the ASTM E1527-13 Phase I Environmental Site Assessment Standard as meeting the requirements of All Appropriate Inquiries (AAI) under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

STERLING's findings and opinions are presented in Section 8.0. Subject to the limitations stated herein, this assessment has revealed evidence of the following Recognized Environmental Conditions (RECs) in connection with the Subject Property:

- Two full oil tanks each approximately 275-gallon capacity are observed in the lower level of the fire damaged structure. These tanks could not be inspected due to the unsafe condition of the structure. During building demolition, any containers will need to be removed and properly managed. If there is evidence of a release, an investigation will be warranted.
- The building is extensively damaged by fire and significant debris remains which potentially contains remnants from various building materials that may contain asbestos, lead, etc. These materials will require characterization to arrange for proper disposal.

This report was prepared for the exclusive use of 104 Washington St, LLC in preparation for a property transaction. STERLING represents that, within the limitation of the agreed upon scope of work, this work has been undertaken and performed in a professional manner, in accordance with generally accepted practices, using the degree of skill and care ordinarily exercised by reputable environmental consultants under similar circumstances.

1.0 INTRODUCTION

1.1 Purpose

104 Washington St, LLC authorized Sterling Environmental Engineering, P.C. (STERLING) to perform a Phase I Environmental Site Assessment (ESA) of the property located at 104 Washington Street (Subject Property). The Subject Property, designated as Tax Parcel I.D. #36-4-16 (0.12 acre), is located in the City of Newburgh, Orange County, NY and is currently owned by Newburgh Community Land Bank, Inc. The parcel is approximately 50 feet wide by 100 feet deep.

The objective of this ESA is to identify Recognized Environmental Conditions (REC) in connection with the Subject Property. As defined in ASTM Practice E1527-13 a REC is the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release of any hazardous substances or petroleum products into structures on the Subject Property or into the ground, surface water, or groundwater of the Subject Property. The potential presence of hazardous substances or petroleum products may include conditions in compliance with laws. *De minimis* conditions are not RECs.

Effective December 30, 2013, the Environmental Protection Agency (EPA) issued a rule formally recognizing the ASTM E1527-13 Phase I Environmental Site Assessment Standard as meeting the requirements of All Appropriate Inquiries (AAI) under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

1.2 Project Scope

This ESA was conducted consistent with the ASTM Practice E1527-13. Any significant scope of work additions, deletions or deviations to ASTM Practice E1527-13 are noted below or in the corresponding sections of this report. The scope of work for this assessment included an evaluation of the following:

- STERLING personnel inspected the Subject Property on December 11, 2020 to determine if conditions exist which are cause for concern or warrant additional study.
- A United States Geological Survey (USGS) topographic map was examined to determine the relative location of the Subject Property with respect to regional drainage features and adjacent properties.
- Database searches were conducted for sites identified on environmental regulatory lists. The Federal National Priorities List (NPL), Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) list, the New York State Department of Environmental Conservation (NYSDEC) Registry of Inactive Hazardous Waste Disposal Sites, United States Environmental Protection Agency (USEPA) Enforcement and Compliance History Online (ECHO) database, and other relevant environmental lists were reviewed for indications of potential environmental concerns associated with the Subject Property and surrounding areas.
- A review of aerial photographs was conducted to determine conditions of property development and potential environmental concerns on, or in the immediate area of, the Subject Property.
- Interviews were conducted with representatives of the Purchaser, City of Newburgh Building Department and City Assessor.

- Past ownership was determined through a review of available prior reports and municipal property records.
- Physical characteristics of the Subject Property were determined through a review of referenced sources for topographic, geologic, and hydrogeologic data.
- Information was reviewed in referenced environmental agency databases and local environmental records, within specified minimum search distances.
- Subject Property characteristics and history were determined through a review of referenced sources such as aerial photographs, fire insurance maps, land deeds, prior environmental reports, and interviews.
- Usage of surrounding area properties was determined and the likelihood for releases of hazardous substances and petroleum products (if known and/or suspected) to migrate onto the Subject Property.

1.3 Assumptions, Limitations or Exceptions

This ESA has been prepared for the use of 104 Washington St, LLC in accordance with ASTM 1527-13, and STERLING's Standard Terms and Conditions as approved and authorized by Mr. Philippe Pierre of 104 Washington St, LLC.

Except to the extent specifically discussed herein, the scope of work did not include the following, and this report must not be relied upon for guidance with regard to:

- An evaluation of compliance with Federal, State and local laws, regulations, ordinances or codes.
- The collection or analysis of any samples of air, soil, water, flora, mold, fauna, building materials, radon, waste materials, asbestos materials or any other substance, except as specifically discussed herein.
- The identification or listing of materials suspected to be lead-based paints, asbestos containing, biologically or radiologically active, or otherwise hazardous.
- An evaluation of factors which might affect the suitability of the Subject Property for any particular purpose or use, such as zoning and other land use restrictions, and/or geotechnical considerations.
- An evaluation of the possible presence on or near the Subject Property of environmentally sensitive areas, wetlands, endangered species, or culturally or historically important sites.
- An evaluation of structural, electrical, plumbing, heating, ventilation, drainage, septic and water supply systems.
- The development of a remedial program for the property if contamination is found.
- Assessment or sampling of any onsite septic systems or drinking water wells.

- An evaluation of the purchase price of the property or the fair market value of the property whether or not the property was affected by hazardous substances or petroleum products.
- A title or environmental lien search.

This ESA was limited to the scope of work outlined in Section 1.2 and is based on observations made during STERLING's inspection of the Subject Property and research into its history.

In preparing this report, STERLING relied upon certain verbal information and representations provided by State and local government employees and other individuals familiar with the Subject Property, upon documents provided to STERLING, and information in Federal and State government agency lists. STERLING did not attempt to independently verify the accuracy or completeness of this information, but did not detect inconsistency or omission of a nature that might call into question the validity of the information collected. To the extent that the conclusions in this report are based in whole or in part on such information, they are contingent on its validity.

1.4 Special Terms of Conditions

This ESA has been prepared to identify potential RECs and certain environmental conditions in preparation for acquisition of the Subject Property. Reliance upon this report by other entities or individuals is not authorized unless approved in writing by STERLING.

1.5 Data Gaps

Data gaps, as defined by ASTM Practice E1527-13 § 3.2.20, were not identified during STERLING's assessment of the Subject Property. However, due to the unsafe condition of the structure, an interior inspection could not be conducted.

2.0 SUBJECT PROPERTY DESCRIPTION

2.1 Location and Description

The Subject Property is located at 104 Washington Street, Newburgh, NY. The Subject Property is designated as Tax Parcel I.D. #36-4-16 and measures approximately 50 feet wide by 100 feet deep (approximately 0.12 acre). The Subject Property is located in the City of Newburgh and is currently owned by Newburgh Community Land Bank, Inc. The Subject Property is located on the north side of Washington Street, and located in the Historic District and zoned as the Downtown Neighborhood (DN). 101 Liberty Street through 107 Liberty Street border the Subject Property to the east, 106 Washington Street is immediately to the west and 106A Washington Street is immediately to the north. The property description report from Orange County Image Mate Online, assessment roll, and tax parcel map are provided in Appendix A.

The topographic map depicts the location of the Subject Property on the Cornwall-on-Hudson, Newburgh, Wappingers Falls and West Point USGS 7.5-Minute Quadrangle maps (Appendix C, page 2 of Physical Setting Report). The aerial map depicts the location of the Subject Property on an aerial photograph and shows the relationship to the surrounding area (Appendix C, page 33 of the Database Report). Historic aerial photographs and information regarding abutting properties is provided in Appendix C. Photographs of the interior, exterior, and surrounding area are presented in Appendix D.

The shell of a fire damaged brick structure is situated on the Subject Property. The City classifies the property as Class 352 Commercial Shell Building. The zoning classification is identified as DN (Downtown Neighborhood).

2.2 Subject Property History

The historical use of the Subject Property, determined from review of municipal records, historical aerial photographs, historical fire insurance maps (FIM) and information collected from personal interviews, is summarized as follows:

HISTORICAL USE SUMMARY			
Period	Historical Uses		Source(s)
	Subject Property	Surrounding Area	
1884 - 1890	The Subject Property is developed along the northern property boundary with an “L” shaped building, identified as a “Beverage and Co’s Malt House”, extending to the western and eastern properties. No other development is present on the Subject Property.	Washington Street bounds the property to the south. Sparse mixture of residential and commercial development is present on the adjacent properties. Liberty Street is to the east and Ann Street is to the north. The “S&J Oakley’s Soap Factory” and “Oakley Soap and Perfume Co.” are present to the west.	Historical Topographic Maps, Fire Insurance Maps

HISTORICAL USE SUMMARY			
Period	Historical Uses		Source(s)
	Subject Property	Surrounding Area	
1890 - 1957	<p>The Malt House is no longer present on the Subject Property. Two (2) structures are present within the footprint of the Subject Property, identified as Clinton Hotel. The western building is square-shaped and present along Washington Street. The eastern building is rectangular and encompasses the entire eastern portion. A small, one-story, square shaped structure is present in the northwest corner in the 1922 and 1957 FIM. Municipal records from 1929 identify the Clinton Hotel was no longer identified at the Subject Property, and the property has been separated into 104 Washington Street, used as apartments, and 102 Washington Street. No other changes are noted to the Subject Property.</p>	<p>The majority of the surrounding areas have been developed with commercial and light industrial development. The Sears, Roebuck, and Co. is present to the northwest. A municipal parking area is present to the west.</p>	<p>Historical Topographic Maps, Fire Insurance Maps, Aerial Photographs, Municipal Records</p>
1957 - 1965	<p>The small, one-story structure identified in the northwest corner is no longer present. The 1957 FIM indicates the onsite structures are no longer a part of the Clinton Hotel. The western building is identified as a Flat and the eastern building is identified as a Furniture Company. No other changes are observed on the Subject Property.</p>	<p>No changes are noted to the uses of the surrounding properties.</p>	<p>Historical Topographic Maps, Fire Insurance Maps, Aerial Photographs, Municipal Records</p>
1965 - 1978	<p>Municipal records indicated a fire had damaged the structures in January 1978. It appears that the roofs have collapsed to the onsite buildings.</p>	<p>No changes are noted to the uses of the surrounding properties.</p>	<p>Historical Topographic Maps, Fire Insurance Maps, Aerial Photographs, Municipal Records</p>
1978 - 2019	<p>No changes are noted to the Subject Property. Municipal records identify the onsite structure as vacant and the building as an empty shell.</p>	<p>No changes are noted to the uses of the surrounding properties.</p>	<p>Historical Topographic Maps, Aerial Photographs, Municipal Records</p>

2.3 Surrounding Area

The Subject Property is located within a mixture of residential and commercial use area of the City of Newburgh. The zoning designation is DN (Downtown Neighborhood), including the Historic District.

Review of historical topographic maps and aerial photographs, dating back to 1884, revealed that adjacent parcels were used for residential, commercial and other purposes. A Garage and Car designation was identified on the adjacent northwest property in the 1922 FIM. Sears, Roebuck, & Co. was identified further to the northwest in the 1957 FIM through the 1971 FIM. A municipal parking lot is identified to the northwest, adjacent to the Sears, Roebuck, & Co. and identified in the 2019 aerial photograph. No changes have occurred in the character of land use in the surrounding area.

2.4 Physical Setting

The database search report in Appendix C contains details regarding the physical setting of the Subject Property including topography, geology, hydrology, and hydrogeology. Refer to Appendix C for details.

Topography of the Subject Property is flat with a slight slope from east-northeast to the west-southwest. Urban fill overlying poorly drained glacial till underlies the Subject Property. No exposed bedrock was identified during the site reconnaissance. According to available records, the Subject Property is underlain by Holocene glacial deposits. The EPA has assigned Orange County as being within a Radon Zone of 1. A Radon Zone of 1 predicts an average indoor radon screening level greater than 4 pCi/L, which is above the recommended levels assigned by the EPA.

The Subject Property is located within the Upper Hudson South watershed, which is a tributary of the Hudson River. Runoff from the Subject Property flows south towards Washington Street and its associated drainage system, which directs stormwater easterly to the Hudson River approximately 0.34 mile east of the Subject Property. No NYSDEC-mapped wetlands are located on the Subject Property or adjacent properties. Review of FEMA's Flood Insurance Rate Map (FIRM) shows the Subject Property is mapped within Flood Zone X-12, an area of minimal flood hazard potential (FIRMette panel 36071C0332E).

Onsite groundwater flow is expected to mimic local topography although bedding for public utilities can alter local groundwater flow patterns. Areas upgradient of the Subject Property are defined as being to the east or northeast of the Subject Property.

3.0 USER PROVIDED INFORMATION

3.1 Reason for Performing Phase I ESA

This Phase I ESA is prepared in support of a real estate transaction.

3.2 Owner, Property Manager, and Occupant Information

The Subject Property is currently owned by Newburgh Community Land Bank, Inc. The parcel totals 0.12 acre and contains the masonry shell of a fire damaged structure.

3.3 Title Records

A title search was not performed by STERLING. A discussion regarding review of information obtained from other sources is presented in Section 5.4 of this report.

3.4 Environmental Liens and Activity and Use Limitations

The approved scope of work did not include a deed search for environmental liens or activity and use limitations in connection with the Subject Property.

3.5 Commonly Known or Reasonably Ascertainable Information

Other than the structure fire, no commonly known or reasonably ascertainable information within the local community about the Subject Property was identified that suggest recognized environmental conditions may be present at the Subject Property.

3.6 Specialized Knowledge

104 Washington St, LLC provided STERLING a Phase I ESA Report prepared by Quality Environmental Solutions & Technologies, Inc. (QuES&T) dated August 19, 2015. A summary of the prior environmental assessment report is provided in Section 5.7.

3.7 Valuation Reduction for Environmental Issues

The authorized scope of services did not include providing an estimate of valuation reduction for environmental issues in connection with the Subject Property.

4.0 REVIEW OF ENVIRONMENTAL LISTS

4.1 Standard Environmental Records

A review of standard environmental databases maintained by Federal, tribal, and State offices was completed through Environmental Risk Information Services (ERIS) of Toronto, Ontario, Canada. ERIS represents that its procedures conform to, or exceed, the requirements of ASTM Standard Practice E1527-13. The databases were searched for properties with reported environmental conditions located within approximate minimum search distances as specified by ASTM Standard E1527-13, by using geocoding information that identified the coordinates of the properties in the databases or by checking the street addresses of practically reviewable non-geocoded properties within the same zip code. The database report identified no non-geocoded sites. The database report is presented in Appendix C.

It should be noted that plotted locations of listed sites are not always complete, accurate or up-to-date. With regard to listings that are determined or suspected to be inaccurate, based on information from other sources such as direct observation or consultation with individuals familiar with the property, STERLING used the best available data when evaluating the location of listed sites discussed below.

Most of the information in this section has been extracted from the report provided in Appendix C that describes the results of that search. The ERIS Database™ Report (ERIS Report) includes information regarding sites close to the Subject Property. The information in the search report has been evaluated in

conjunction with the results of the Subject Property inspection and the evaluation of its physical setting. Except as specifically discussed, listed sites that were interpreted not to be actually or potentially upgradient from the Subject Property were interpreted not to represent an environmental concern or Recognized Environmental Condition (REC) with respect to the Subject Property. The summary table presented on Page 4 of Appendix C provides a listing of the findings of the environmental database report.

4.1.1 Federal ASTM Standard Database Review

Federal environmental records from NPL, Proposed NPL, NPL Liens, Delisted NPL, CERCLIS (Federal Facility and SEMS), CERCLIS NFRAP, SEMS-Archive, RCRA CORRACTS facilities, RCRA non-CORRACTS TSD facilities, RCRA generator lists, ECs, ICs, ERNS, Federal Brownfields lists revealed no sites as being located on the Subject Property.

Multiple federal environmental sites are within their respective search radius to the Subject Property, including the following, NPL (1), Deleted NPLs (1), SEMS (1), CERCLIS (1), RCRA LQG (1), RCRA CESQG (1), RCRA NonGEN (9), FED ENG (1), FED INST (1) and FED BROWNFIELDS (2). Based upon the review of information provided in Appendix C, these 19 sites are not considered to be an environmental concern as they are considered lower in elevation and/or downgradient of the Subject Property.

4.1.2 USEPA Enforcement & Compliance History Online (ECHO) Report

The ECHO database indicates no sites are identified for the Subject Property and/or adjacent to the Subject Property.

4.1.3 State and County ASTM Standard Database Review

State environmental records revealed no sites as being located on the Subject Property.

State and County environmental records revealed multiple sites are within their respective search radius to the Subject Property, including the following, HSWDS (2), SHWS (4), VAPOR (1), SWF/LF (3), LST (28), UST (13), AST (3), ENG (1) INST (1) and ERP (2). Based upon the review of information provided in Appendix C, these 58 sites are not considered to be an environmental concern as they are considered lower in elevation and/or downgradient of the Subject Property.

4.1.4 Additional Environmental Records

Additional environmental records revealed no sites located on the Subject Property.

Additional environmental records revealed multiple sites are within their respective search radius to the Subject Property, including the following, PFAS NPL (1), FUDS (2), ALT FUELS (2), MGP (1), NY SPILLS (19), PFAS (1) and GEN MANIFEST (1). Based upon the review of information provided in Appendix C, these 27 sites are not considered to be an environmental concern as they are considered lower in elevation and/or downgradient of the Subject Property.

4.1.5 NYSDEC Spills Incidents (SPILLS) Online Database Search Results

The NYSDEC Spills Online Database indicates no NYSPILLS sites on the Subject Property.

4.1.6 NYSDEC Petroleum Bulk Storage (PBS) Online Database Search Results

The NYSDEC PBS Online Database contains no active registrations, in-service registrations or historical registrations associated with the Subject Property.

4.2 Local Regulatory Agency Records Review

STERLING contacted local officials (City of Newburgh Assessor's Office and Building and Code Enforcement) to obtain information associated with environmental liens or code violations at the Subject Property as well as any reports of any RECs on the Subject Property or nearby which could affect the Subject Property. STERLING attempted to contact the City of Newburgh Engineering Department but was unsuccessful. No violations or other documentation were identified as RECs in connection with the Subject Property per the City Assessor's office. The Building Department recommended a FOIL request to obtain additional documentation regarding the Subject Property. A FOIL request was submitted to the City of Newburgh on December 23, 2020.

4.3 Vapor Encroachment Screening

STERLING conducted a Tier 1 vapor encroachment screening (VES) as part of this assessment. This screening was conducted in general accordance with the ASTM E2600 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions, revised December 2015. The objective of the VES was to evaluate if a vapor encroachment condition (VEC) exists, or is likely to exist. To conduct the VES, STERLING performed a detailed review of the site-specific environmental database report with particular focus on the following:

1. Properties that are impacted by chlorinated volatile organic compounds (VOC) and/or semi-volatile organic compounds (SVOC) and are located within 1,750 feet of the Subject Property; and,
2. Properties that are impacted by petroleum hydrocarbons and are located within 525 feet of the Subject Property.

STERLING's site observations and review of the environmental database report, referenced in Section 4.1, did not identify any conditions on the Subject Property that would indicate a REC relative to vapor migration at the Subject Property. The scope of this screening was limited to visual observations and review of the environmental database report and did not include the collection and laboratory analysis of air samples to confirm or refute the presence of airborne contaminants by vapor intrusion.

The information collected during the Phase I ESA process was utilized to perform the Tier I vapor encroachment screening. In addition, the Subject Property's soil and geological characteristics, potential contaminant and contaminated plume migration paths, and significant conduits that might provide preferential pathways for vapor migration were considered.

There were multiple petroleum spills, USTs, ASTs and LSTs identified within 0.10 mile of the Subject Property as described in the ERIS Database Report provided as Appendix C.

In consideration of the identified topographic and geologic conditions at and in the vicinity of the Subject Property, the identified spills described in Sections 4.0 and in Appendix C are not considered to represent a Vapor Encroachment Condition at the Subject Property. Further, the Subject Property is vacant. Any

redevelopment of the site can include a soil vapor barrier and positive ventilation through a sub-slab depressurization system.

5.0 DOCUMENT REVIEWS

Pertinent documents were reviewed for indications of property ownership, development, and historic use of the Subject Property.

5.1 Topographic Map

The United States Geological Survey (USGS) 7.5-Minute topographic map provided on provided on Page 2 of the Physical Settings Report in Appendix C was reviewed to assess the location of the Subject Property with respect to surface water drainage features, surrounding land use, and topographic features.

The topography of the Subject Property identifies well established residential and commercial development surrounding the Subject Property. The surrounding land use is characterized as residential and commercial.

5.2 Aerial Photographs

A review of aerial photographs was undertaken to evaluate the historic land use and development of the Subject Property and to assess whether there is visible evidence of potential environmental conditions or activities that suggest improper disposal or release of hazardous material to the ground or subsurface environment. ERIS provided 13 aerial photographs from 1936, 1958, 1965, 1975, 1985, 1995, 2006, 2009, 2011, 2013, 2015, 2017, and 2019 with coverage for the Subject Property (Appendix C). The inspection of historical aerial photographs revealed that the general use of the Subject Property remained relatively consistent. No stressed vegetation, staining, or evidence of spillage or dumping was observed on the Subject Property or nearby vicinity.

5.3 Historical Fire Insurance Maps

Historical Fire Insurance Maps (FIM) for the Subject Property and vicinity were reviewed for the years 1884, 1890, 1913, 1922, 1957, 1967, 1969, and 1971. Historic FIMs often provide useful information on fuel storage, heating systems, building construction, and use. Observations made were limited to the scale and clarity of the images provided from ERIS. FIMs are provided in Appendix C.

The Subject Property indicates development in the northern portion of the property, identified as “Beverage and Co’s Malt House”, in the 1884 FIM and extends onto the western and eastern properties. Washington Street and Liberty Street are present to the south and east of the Subject Property, with a mixture of residential, commercial and industrial development. Review of the 1890 FIM indicates two 3-story buildings extending the full footprint of the property, similar to the current structure at the time of this report, and adjacent Washington Street. The former Malt House is no longer present. Residential dwellings and commercial development are present to the adjacent properties. Review of the 1913 and 1922 FIMs indicate the onsite buildings are identified as the Clinton Hotel. An additional 1-story structure is present along the northern property boundary. The 1957 FIM indicates the onsite structures are no longer identified as the Clinton Hotel. The western building is identified as a Flat, used as a delivery service (per the FIM key) and the east building is identified as a furniture store. Review of the 1967, 1969 and 1971 FIMs indicate the 1-story structure identified in the 1922 and 1957 FIMs is no longer present. No other changes are noted to the Subject Property.

5.4 Recorded Land Title Records

Title records or comparable legal records of current and/or historical ownership were not provided to STERLING and were not included in the Project Scope (see Section 1.2).

5.5 Property Records

The following property information for the Subject Property was reviewed.

- Property Description Report from Orange County Image Mate Online;
- Assessment Roll; and
- Tax parcel map.

Copies of the property information records are presented in Appendix A.

5.6 Environmental Liens and Activity and Use Limitations

The scope of work for this Phase I ESA did not include a search for Environmental Liens and Activity and Use Limitations (AULs) in the deed or other sources.

5.7 Prior Environmental Site Assessment Report(s)

104 Washington St, LLC provided STERLING a Phase I ESA Report prepared by Quality Environmental Solutions & Technologies, Inc. (QuES&T) dated August 19, 2015. The report identified the following RECs at the Subject Property.

According to the Phase I, the age of the onsite building indicated a suspected presence of materials meeting the definition of asbestos containing materials, including but not limited to wallboards, ceiling tiles, glues and other adhesives. PCBs and lead based paint were also suspected due to the age of the onsite building. Access to the onsite building was not provided and indicated as an empty shell. However, the Phase I assumed two (2) AST fuel oil tanks present per historical records. No other RECs were identified in the 2015 Phase I report.

The remaining properties identified in the Phase I ESA report by QuES&T were identified as not adjacent to the Subject Property and do not pose any environmental conditions or RECs to the Subject Property. The 2015 Phase I report is provided in Appendix B.

6.0 SUBJECT PROPERTY RECONNAISSANCE

The Subject Property reconnaissance was conducted by Mr. Mark P. Millspaugh on December 11, 2020. The photographs obtained during the reconnaissance are provided in Appendix D.

6.1 Methodology and Limiting Conditions

The Subject Property reconnaissance consisted of visual and/or physical observations of the Subject Property and improvements, adjoining properties as viewed from the Subject Property boundaries, and the surrounding area based on visual observations made from adjacent public thoroughfares. The structure is fire damaged and unstable. The interior of the building could not be inspected. There were no other portions of the Subject Property that were inaccessible or excluded from the site inspection.

6.2 General Site Characterization

6.2.1 Exterior Observations

The property is occupied by a fire damaged masonry shell.

A visual and olfactory inspection of the Subject Property grounds revealed no signs of stained soils, unusual odors, stressed vegetation, or other physical evidence of adverse environmental impact. No hazardous waste is generated on the Subject Property.

6.2.2 Interior Observations

Representative photographs of the interior space and stored materials are included in Appendix D. An interior inspection was not conducted due to the unsafe condition of the structure. A visual and olfactory inspection of the building interior as viewed from the perimeter revealed no signs of stained soils, unusual odors, stressed vegetation, or other physical evidence of adverse environmental impact. Two 275 gallon fuel oil tanks are present (see Photograph 20) No hazardous wastes are generated or stored on the Subject Property.

6.3 Site-Specific Characterization

The Subject Property is served by overhead electric utilities, public sanitary sewer, public water, natural gas, and propane. No stressed vegetation, staining, or evidence of dumping or spillage was observed on the developed or undeveloped portions of the Subject Property or in the nearby vicinity.

The following is a summary of visual and/or physical observations of the Subject Property during STERLING's site reconnaissance.

SITE CONDITIONS	
Condition	Identified (Yes or No)
Surface Stains or Corrosion	No
Unusual Odors	No
Pools of Liquid	No
Stained Soil or Pavement	No
Stressed Vegetation	No
Indications of Solid Waste Disposal	No
Evidence of Agricultural Activity	No
Junked Debris Piles / Unregistered Vehicles	Yes-Fire Debris
Fluorescent Lights	No
Floor Drains(s)	No
Indications of Tankage (vent pipe, vent clips, fill pipe/access lid, etc.)	Yes – 2 Fuel Oil Tanks
Evidence that Petroleum or Chemicals Used, Sold or Stored Onsite	No
Hydraulic Equipment	No
Exterior Pits, Ponds, or Lagoons	No
Wastewater or Stormwater Discharge/Disposal	No
Oil-Water Separators or Clarifiers	No
Septic Systems or Cesspools	No

Wells (Drinking Water Wells, Monitoring Wells, Agricultural/Irrigation Wells, or Process Water Wells)	No
Electrical Transformers	No
Petroleum or Natural Gas Pipelines/Utility Easements	No

6.4 Hazardous Substances and Petroleum Products

STERLING did not observe evidence of hazardous substance or containers or unidentified substances and containers at the Subject Property. Two 275 gallon aboveground fuel oil tanks were observed in the fire debris in the building (see Photograph 20).

6.5 Oil-Containing Equipment, Electrical Transformers, and Polychlorinated Biphenyls (PCBs)

No electrical transformers were identified on the Subject Property.

6.6 Underground Storage Tanks (USTs) & Aboveground Storage Tanks (AST)

A review of public records did not indicate the presence of underground petroleum storage tanks at the Subject Property which required registration or permitting. Based upon the site reconnaissance, interviews, and a review of Federal, State and local records, STERLING identified no evidence of existing or historic USTs located at the Subject Property. No evidence of spillage or staining was noted during the site reconnaissance.

Two 275 gallon aboveground fuel oil tanks were observed on the floor of the lower level of the structure. The conditions of these tanks could not be inspected due to the unsafe condition of the building.

6.7 Site Water and Wastewater

The Subject Property is served by the City of Newburgh Sewer and Water.

6.8 Onsite Fill/Waste

Structure piles of fire debris and urban fill material was present at the vacant lot to the north of the property (see Photographs 28, 29 & 30).

6.9 Stained Soil, Stained Pavement, or Stressed Vegetation

There was no evidence of significant soil staining, stained pavement, or stressed vegetation observed on the Subject Property.

6.10 Liquid Discharges, Pools of Liquid, Pits, Ponds or Lagoons

No visible evidence of liquid discharges suspected to represent an environmental concern were observed during STERLING's site reconnaissance.

6.11 Wells

Inspection of the property and review of records/maps did not suggest the presence of onsite dry wells, irrigation wells, injection wells, potable water wells or recovery wells on the Subject Property.

6.12 Floor Drains and Sumps

No floor drains or sumps were observed during the site reconnaissance of the Subject Property.

6.13 Air Emissions and Odors

No noticeable vapors or fumes were identified. The site inspection did not identify strong, pungent, or noxious odors suspected to represent an environmental concern.

7.0 INTERVIEWS

The following were interviewed to obtain information regarding RECs in connection with existing or past uses of the Subject Property. Interviews are conducted to gather information relating to past uses of the Subject Property and to determine if spills or other incidents involving hazardous materials are known to have occurred on or adjacent to the Subject Property.

INTERVIEWS	
Contact / Affiliation	Date of Communication
Mr. Philippe Pierre, 104 Washington St, LLC	12/11/2020
Jeremy Baracca Assistant Assessor City of Newburgh Assessor's Office	12/15/2020

Pertinent information from the interviews is presented in applicable sections of this report.

8.0 FINDINGS AND OPINIONS

STERLING) performed a Phase I ESA of the property located at 104 Washington Street (Subject Property). The Subject Property, designated as Tax Parcel I.D. #36-4-16 (0.12 acres), is located in the City of Newburgh, Orange County, NY and is currently owned by Newburgh Community Land Bank, Inc. STERLING performed the Phase I ESA in conformance with the scope and limitations of ASTM E1527-13, "Standard Practice for Environmental Site Assessments". Any exceptions to, or deletions from, this practice are described in Section 1.3 of this report.

In conclusion, STERLING's assessment of the current site conditions and review of completed work as described herein, revealed the following RECs:

- **Two full oil tanks each approximately 275-gallon capacity are observed in the lower level of the fire damaged structure. These tanks could not be inspected due to the unsafe condition of the structure. During building demolition, any containers will need to be removed and properly managed. If there is evidence of a release, an investigation will be warranted.**

- **The building is extensively damaged by fire and significant debris remains which potentially contains remnants from various building materials that may contain asbestos, lead, etc. These materials will require characterization to arrange for proper disposal.**

It is STERLING's opinion that available information does not indicate that a subsurface investigation is required at the Subject Property to characterize groundwater and soil conditions to determine if any adverse impact from petroleum or hazardous materials has occurred. Such investigations are typically performed in a Phase II pursuant to ASTM E1903-11 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process when the Phase I identifies RECs and/or data gaps requiring further investigation. If there is evidence during demolition of the remaining structure that the above noted oil tanks leaked, additional investigations may be needed.

9.0 REFERENCES AND DOCUMENTS REVIEWED

1. ASTM Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process, E1527-13.
2. ERIS Database Report, Environmental Risk Information Services, 38 Lesmill Road, Unit 2, Toronto, ON M3B 2T5.
3. ERIS Historical Fire Insurance Map Report, Environmental Risk Information Services, 38 Lesmill Road, Unit 2, Toronto, ON M3B 2T5.
4. ERIS Historical Aerial Report, Environmental Risk Information Services, 38 Lesmill Road, Unit 2, Toronto, ON M3B 2T5.
5. ERIS Physical Setting Report, Environmental Risk Information Services, 38 Lesmill Road, Unit 2, Toronto, ON M3B 2T5
6. Systems Development Group (SDG) - Image Mate Online, Property Description Report – 104 Washington Street, City of Newburgh, Orange County, New York,
7. NYSDEC Petroleum Spills, Bulk Storage, Environmental Remediation Database, and PBS Certificate.
8. NYSDEC Locator (<https://gisservices.dec.ny.gov/gis/dil/>) - 104 Washington Street, City of Newburgh, Orange County, New York,
9. NYSDEC Environmental Resource Mapper (<https://gisservices.dec.ny.gov/gis/erm/>) – 104 Washington Street, City of Newburgh, Orange County, New York,
10. Orange County GIS Mapping Tool (<https://ocgis.orangecountygov.com/orangecounty/>) – 104 Washington Street, City of Newburgh, Orange County, New York, prepared in cooperation with ESRI.
11. Historic Aerials by NETROnline - <https://www.historicaerials.com/viewer> - 104 Washington Street, City of Newburgh, Orange County, New York.
12. Phase I Environmental Site Assessment prepared by Quality Environmental Solutions & Technologies, Inc. (QuES&T) dated August 19, 2015.

10.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

The following is the signature of the Environmental Professionals (EP) who conducted this Phase I ESA and who was primarily responsible for the preparation of this report

I declare to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR Part 312.10. I have the specific qualifications based on education, training and experience to assess the Subject Properties. I, Mark P. Millspaugh, P.E., have developed and performed the All Appropriate Inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Prepared by:

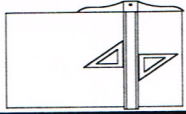


Mark P. Millspaugh, P.E.
President

11.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

Qualifications for the STERLING representative responsible for conducting this Phase I ESA and preparation of this report is provided in Appendix E.

S:\Sterling\Projects\2020 Projects\Liberty Street Partners - Washington St Newburgh - Phase I ESA - 2020-59\Reports & Work Plans\Phase I Report\2020-12-28_Phase I Report.docx



MICHAEL P. CARR P.E.
Consulting Engineer

13 Woodland Drive
Garrison, NY 10524
Phone: (845) 424-6119
email: carrm@cyberchron.com

Date: December 17, 2014

Ms. Madeleine Fletcher, Esq.
Director, Newburgh Community Land Bank
PO box 152
Newburgh, NY

Reference: Report on general structural condition and stability on brick multi-story building located 104 Washington Street, Newburgh, NY

Dear Ms. Fletcher,

I conducted a site visit at the above referenced property on December 17, 2014. Specifically I viewed the exterior, and viewed the interior from the outside to try and asses the general structural condition of the partially collapsed building.

At the time of my site visit, you and several members of the Newburgh Fire Department were present. My findings are as follows:

This report is based on conditions that were present and visible at the time of my site inspection. Changes to these conditions or visibility of such could change my evaluation and opinion.

1. This building is a three story structure, constructed from multi-wythe brick bearing walls supporting a wood floors, and a wood roof.
2. The roof of the building has almost completely collapsed into the structure.
3. The third floor, second floor, and first floor have almost completely collapsed into the structure.
4. The building appears to have a basement below the first level, although since most of the floors and roof had collapsed into the basement, it was difficult to determine the extent and depth of the basement.
5. The back brick wall of the building has partially collapsed into the building.
6. No entry to the building was attempted as much of the first floor was missing, and the structure appeared un-stable.

7. An assessment of the brick wall condition was made from the outside. The walls were severely degraded, with loose and missing brick, loose window arches, missing mortar, and partial collapses seen throughout. It was un-clear if the wood floor joists were fire-cut, and if not, their further collapse will likely topple much of the remaining wall structure. Access to areas adjacent to the building should be prohibited, as there is a risk of loose building materials falling from the building.



Photo 1 showing front of building, as seen from Washington Street.

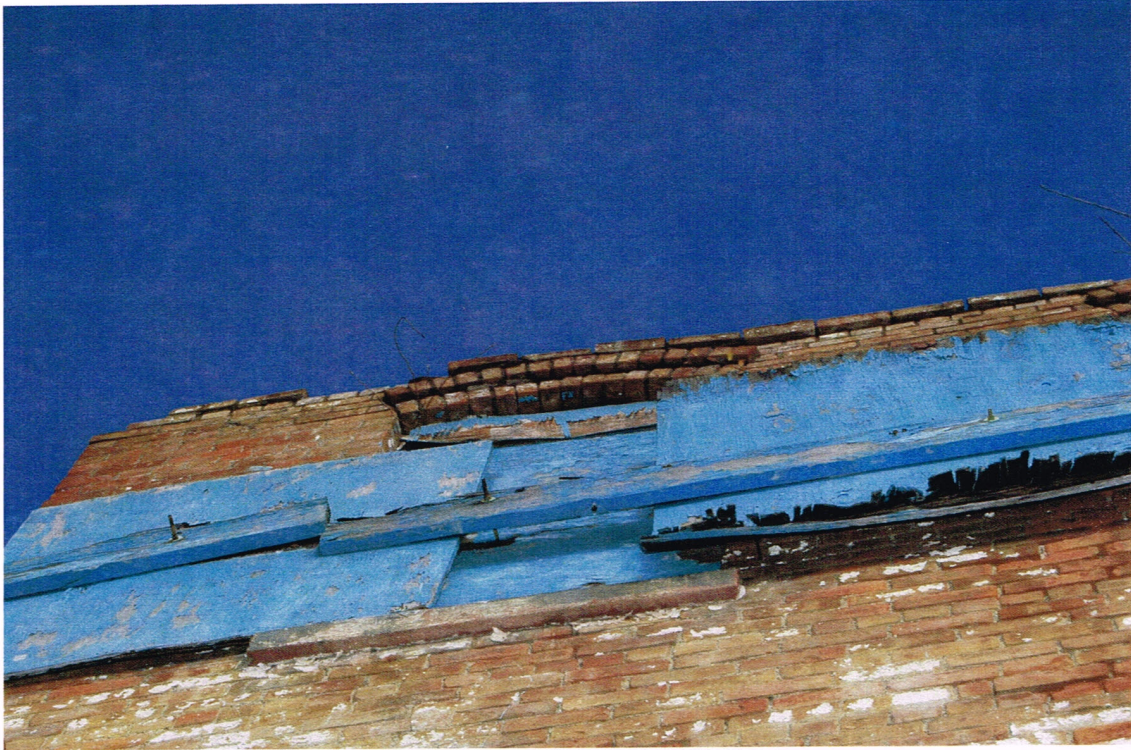


Photo 2 showing loose brick on upper floor window arch.



Photo 3 showing missing brick in upper floor window arch.



Photo 4 showing degraded state of brick work in walls.



Photo 5 showing the collapsed interior of 104 Washington Street. The wall in the center of the photo is the back wall of the building behind 104 Washington Street, viewable, as the rear wall of 104 Washington Street has partially collapsed.

Conclusions:

In my opinion, this building is structurally un-sound. It is very unlikely that the walls, floors, and roof structure can be rebuilt inside and around the remaining brick walls. The sub grade structure, such as basement walls, and footings were not able to be evaluated, and may be serviceable.

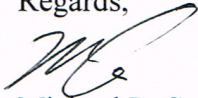
Recommendations:

I would recommend that this building be cordoned off to prevent pedestrians from being injured by falling brick or other building elements. While it is possible for this building to be gutted, and re-built around the remaining standing walls, the cost to shore the remaining walls, gut the structure, and repair, in-situ, the remaining walls and structure would, in my opinion, be greater than the cost to demolish the building and rebuild.

I would therefore recommend that the building be demolished down to the top of the basement level, and if the foundation is found acceptable, rebuilt from that point up. The wall brick may be able to be salvaged and if found acceptable, re-used, in an attempt to maintain the character of the building.

Should you have any questions, kindly advise.

Regards,



Michael P. Carr, P.E.

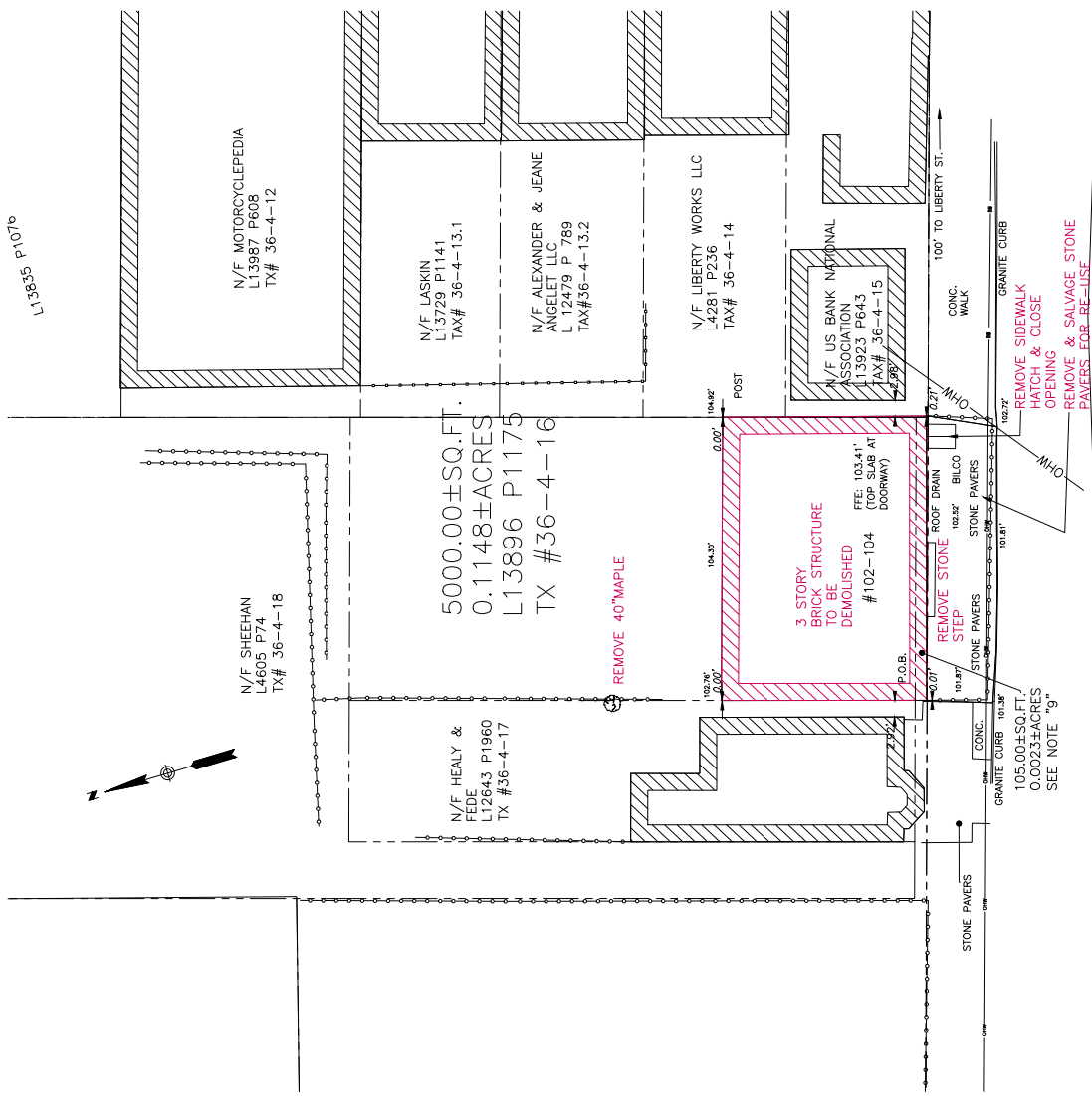
Appendix H

Current Site Conditions



Appendix I

Proposed Site Plan



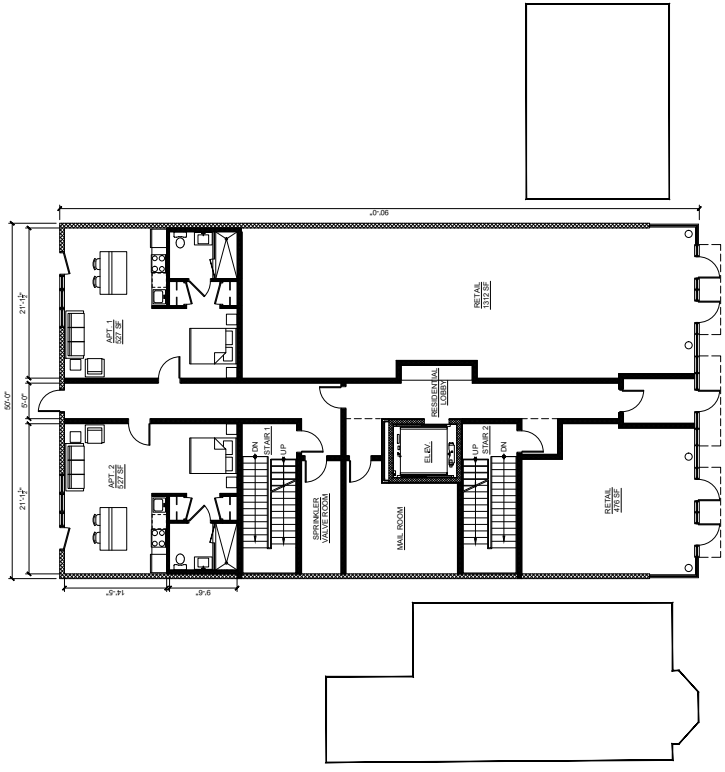
REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	10/20/20	REVISED PER ARC COMMENTS	AS
2	03/16/21	REVISED PER ARC COMMENTS	AS

ARC Application
104 Washington Street

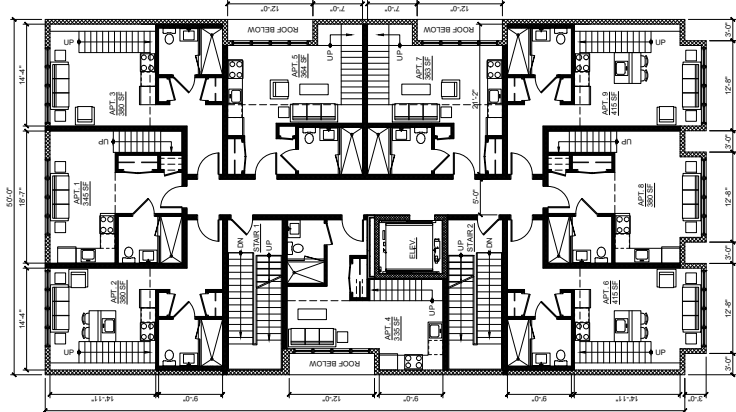
Sheet 2 of 7 - Existing Conditions & Demolition Survey

Newburgh, New York
Site / Civil Engineer
March 16, 2021

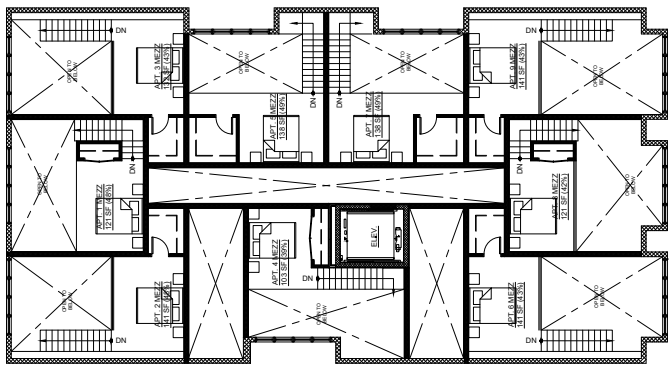
REVISIONS		NO.	DATE	DESCRIPTION	BY
		1	10/30/20	REVISED PER ARC COMMENTS	AS
		2	03/16/21	REVISED PER ARC COMMENTS	AS



1st Floor Plan
 $\frac{1}{8}'' = 1'-0''$



2nd, 3rd, & 4th Floor Plans
 $\frac{1}{8}'' = 1'-0''$



2nd, 3rd, & 4th Floor Mezzanine Plans
 $\frac{1}{8}'' = 1'-0''$

ARC Application
 Sheet 3 of 7 - Building Plans
104 Washington Street
 Newburgh, New York
 State Street
 Newburgh, New York
 March 16, 2021

Site / Civil Engineer:
Hudson Land Design
 13 Chambers Street
 Newburgh, New York 12550

Architect:
Aryeh Siegel, Architect
 84 Mason Circle
 Beacon, New York 12508

Developer:
Mistral Construction, LLC
 13 Chambers Street
 Newburgh, New York 12550



View 1

Not to Scale



View 2

Not to Scale



View 3

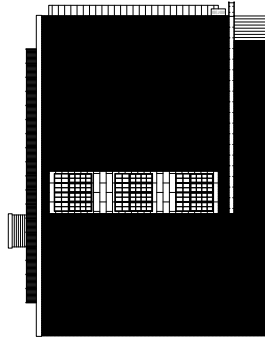
Not to Scale



View 4

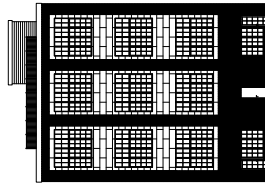
Not to Scale

NOTE THAT THE RENDERINGS ARE ARTISTIC INTERPRETATIONS OF THE DESIGN. ANY CHANGES TO THE ARCHITECTURAL RENDERINGS OR THE BUILDING DESIGN ARE NOT INTENDED TO BE MADE. REPRESENTATIONS OF SITE CONDITIONS, CHANGES TO WINDOW PLACEMENT MAY OCCUR IN THE FINAL CONSTRUCTION DOCUMENTS TO SUIT FINAL FLOOR PLAN LAYOUT AND BUILDING CODE REQUIREMENTS.



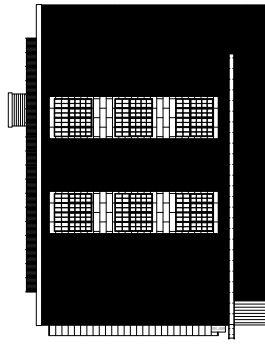
Elevation: West

1/16" = 1'-0"



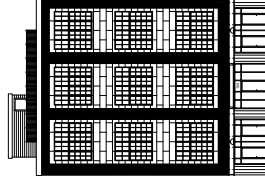
Elevation: North

1/16" = 1'-0"



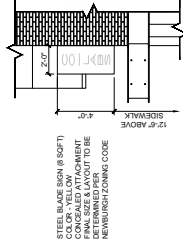
Elevation: East

1/16" = 1'-0"



Elevation: South

1/16" = 1'-0"



Signage

1/4" = 1'-0"

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

ROOF BUILDING (BEYOND):
(OR APPROVED EQUAL)
COLOR: YELLOW
FINAL SIZE & LAYOUT TO BE
IN ACCORDANCE WITH
RELEVANT BUILDING CODE

NO.	DATE	DESCRIPTION	BY
1	10/10/20	REVISED PER ARC COMMENTS	AJS
2	09/16/21	REVISED PER ARC COMMENTS	AJS

Developer:
Mistral Construction, LLC
13 Chambers Street, 12550
Newburgh, New York

Architect:
Aryeh Siegel, Architect
84 Nelson Circle
Beacon, New York 12508

Site / Civil Engineer:
Hudson Land Design
13 Chambers Street
Newburgh, New York 12550

ARC Application
Sheet 4 of 7 - Building Elevations & Renderings

104 Washington Street
Newburgh, New York
12550
March 16, 2021



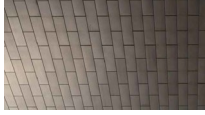
Channel Glass



Brick - 53-DD & Historic G601 Mortar



Aluminum Window/Storefront - Black



Metal Panel Example



Building Mounted Light

ROOF RAILHEAD (BEYOND) -
UP BOND
(OR APPROVED EQUAL)
COLOR: GRAY SLATE
PAINTED METAL COLOR: BLACK
ALUMINUM COLOR: BLACK

ROOF EDGE:
ALUMINUM COLOR: BLACK

BRICK:
CLEAN (SERIES 53-DD) (G601)
MORTAR - HISTORIC (G601)

PANELS:
BLACK METAL PANELS
(OR APPROVED EQUAL)

CASEMENT & FIXED WINDOW:
ALUMINUM CLAD WOOD
(OR APPROVED EQUAL)
COLOR: BLACK

PROJECTING VERTICAL SIGN:
FINISH SIZE & LAYOUT TO BE DETERMINED
PER NEIGHBORHOOD ZONING CODE

BUILDING MOUNTED LIGHTING:
COLOR: BLACK
BARN LIGHT ELECTRIC, OR APPROVED EQUAL
COLOR: GRAPHITE, INHIBIT WHITE LED (2700K)

STOREFRONT LITELS:
FASTENERS: COLOR: BLACK

ENTRY CANOPY:
STEEL CHANNEL WITH EXPOSED
INTERNAL VARNISH WHITE LED (2700K)

GLAZING FLOOR CONCRETE:
BENDERM CHANNEL GLASS
(OR APPROVED EQUAL)

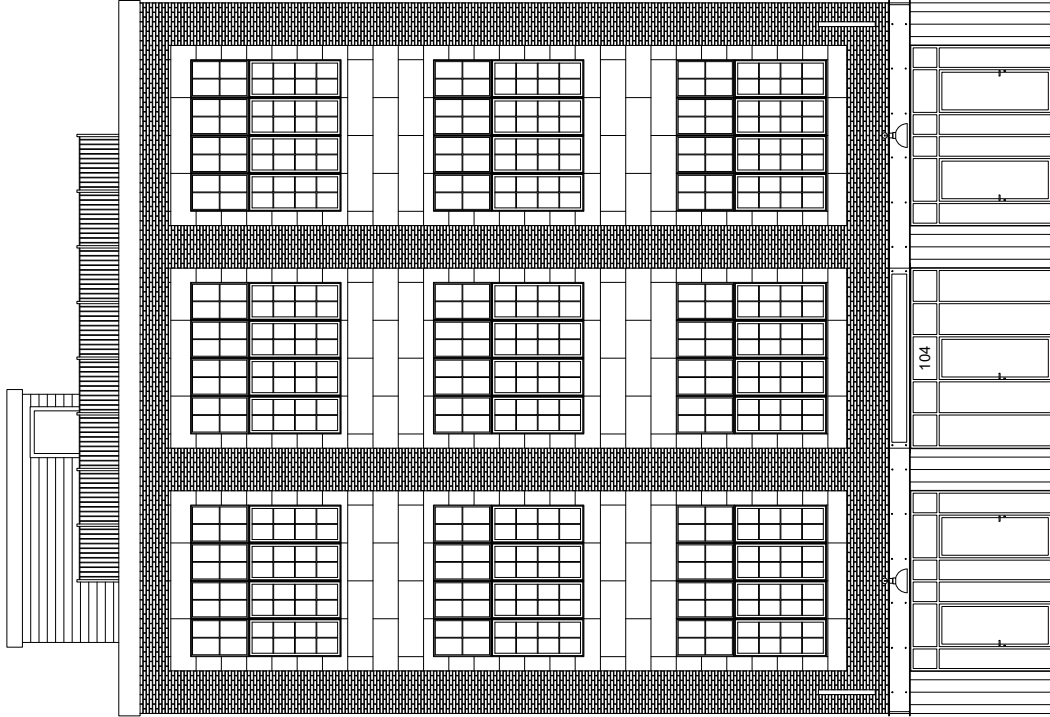
STOREFRONT W/ GLASS
KAWNEER - TRIPART PART
WALSAAL EPDOR (R) 1961
COLOR: BLACK

NO.	DATE	DESCRIPTION	BY
1	10/30/20	REVISED PER ARC COMMENTS	ASJ
2	03/16/21	REVISED PER ARC COMMENTS	ASJ

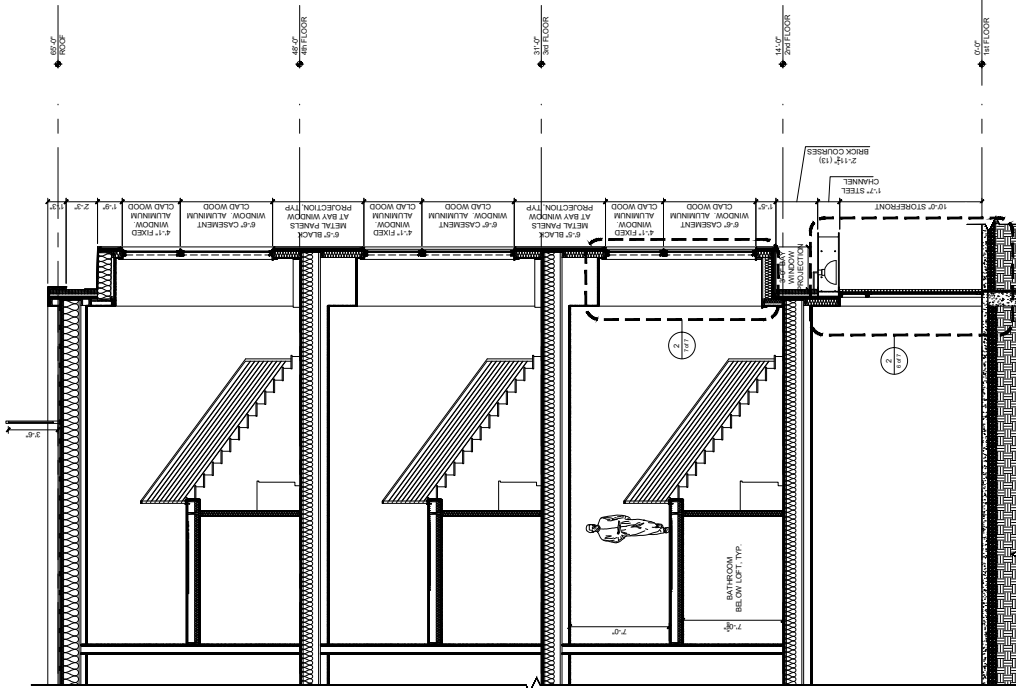
ARC Application

104 Washington Street

Newburgh, New York
Sheet 5 of 7 - Enlarged Elevation & Section
March 16, 2021



1 SOUTH ELEVATION (WASHINGTON ST.)
Scale: 1/4" = 1'-0"

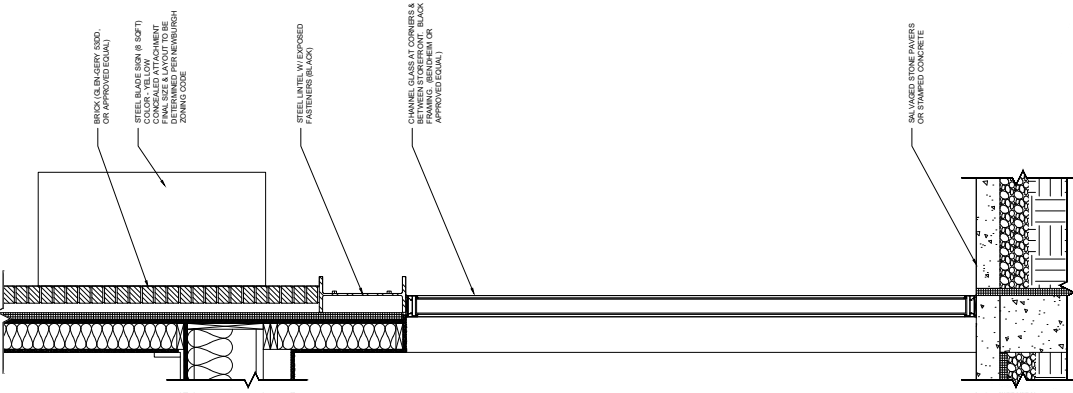


2 WASHINGTON ST. FAÇADE SECTION
Scale: 1/4" = 1'-0"

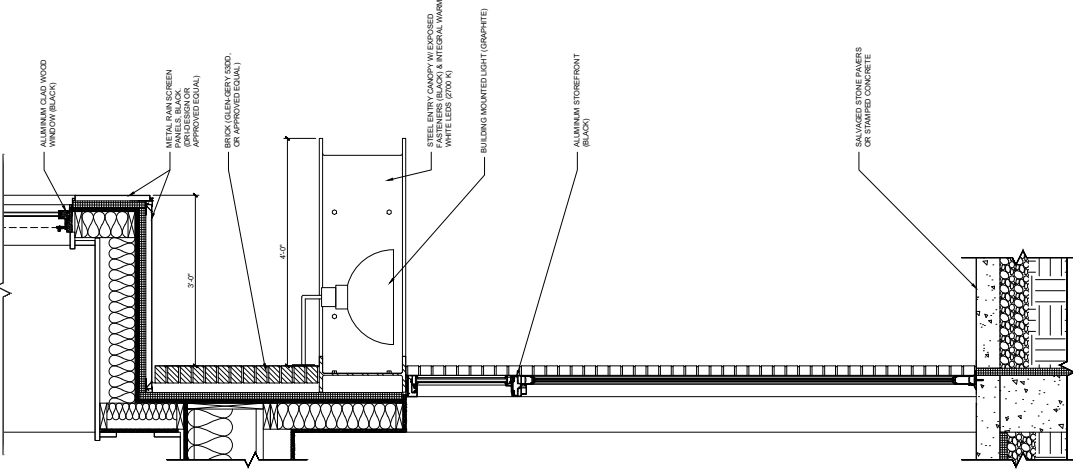
Site / Civil Engineer:
Hudson Land Design
13 Chambers Street
Newburgh, New York 12550

Architect:
Aryeh Siegel, Architect
84 Mason Circle
Beacon, New York 12508

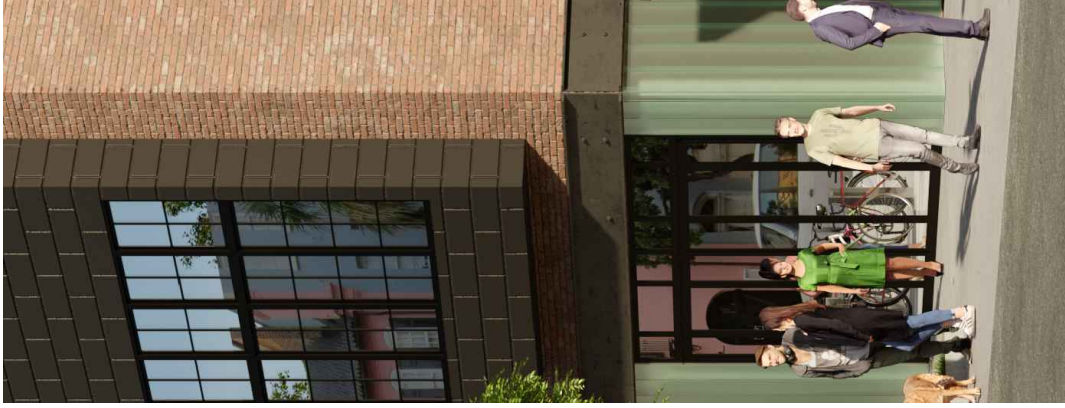
Developer:
Mistral Construction, LLC
13 Chambers Street
Newburgh, New York 12550



3 STOREFRONT DETAILS
Scale: 1" = 1'-0"



2 STOREFRONT DETAILS
Scale: 1" = 1'-0"



1 STOREFRONT
Scale: NTS

NO.	DATE	DESCRIPTION	BY
1	10/30/20	REVISED PER ARC COMMENTS	ASJ
2	03/16/21	REVISED PER ARC COMMENTS	ASJ

ARC Application

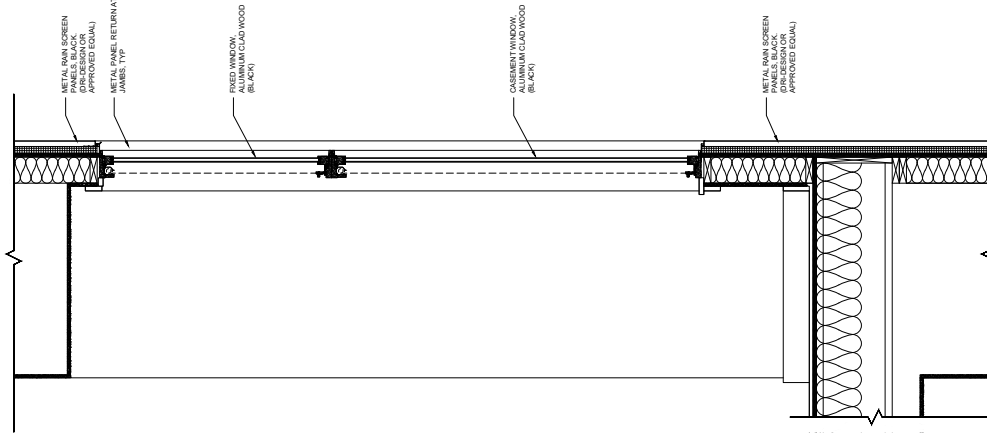
Sheet 6 of 7 - Details

104 Washington Street
Newburgh, New York
State Street
Newburgh, New York
March 16, 2021

Developer:
Mistral Construction, LLC
13 Chambers Street
Newburgh, New York 12550

Architect:
Aryeh Siegel, Architect
84 Mason Circle
Beacon, New York 12508

Site / Civil Engineer:
Hudson Land Design
13 Chambers Street
Newburgh, New York 12550



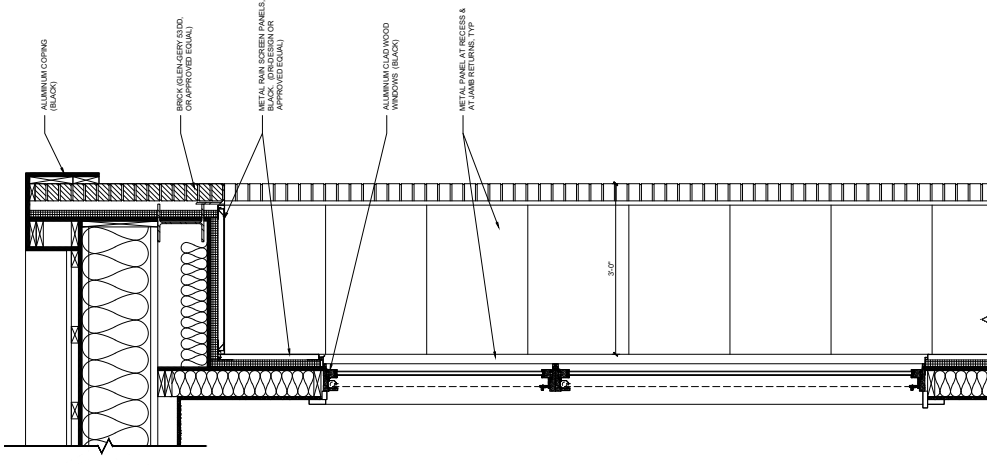
1 WINDOW
Scale: NTS

NO.		DATE		REVISIONS		BY	
1	10/20/20	1	AS	REVISED PER ARC COMMENTS	AS		
2	03/16/21	2	AS	REVISED PER ARC COMMENTS	AS		

ARC Application

Sheet 7 of 7 - Details
104 Washington Street
 Newburgh, New York
 State Street
 Newburgh, New York
 March 16, 2021

2 WINDOW DETAILS
Scale: 1" = 1'-0"



3 EAST/WEST WINDOW RECESS
Scale: NTS

4 EAST/WEST WINDOW RECESS
Scale: 1" = 1'-0"