



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

May 20, 2021
6:00 PM

Council Meeting Presentations

1. Passion Project Presentation by Leonardo Guzman Perez

Engineering/Ingeniería

2. Proposal with ARCADIS for Review of CSX Utility Plans at the 5th Street Railroad Overpass Project

Resolution accepting a proposal and authorizing the City Manager to execute a contract with Arcadis of New York, Inc. for professional engineering services for a utility assessment review in connection with the CSX Transportation Rail Road Bridge Replacement Project in an amount not to exceed \$5,000.00.

3. Change Order#3 Consorti Paving & Sealcoating on Liberty Street Streetscape Project

A resolution authorizing the City Manager to execute Change Order#3 with Consorti Brothers Paving and Sealcoating in connection with PIN#8761.91 - Liberty Street Streetscape and Sidewalk Improvements Project for an increase of \$16,867 to the previous contract amount of \$664,327 for a new contract amount of \$681,194.

4. RFP No. 3.21 Professional Engineering Services Contract with Gerard Associates Consulting Engineers, PC

Resolution accepting a proposal and authorizing the City Manager to execute a contract with Gerard Associates Consulting Engineers, P.C. for professional engineering services for the Boiler Replacement and Conversion to Natural Gas Project at 123-125 Grand Street in an amount not to exceed \$40,260.00.

Planning and Economic Development/Planificación y Desarrollo Económico

5. Purchase of 185 Broadway

Resolution to authorize the conveyance of real property known as 185 Broadway (Section 36, Block 1, Lot 2) at private sale to Alberto Martinez, Mark Connell and Paul Guillaro d/b/a Hudson Visionary Development, LLC for the amount of \$180,000.00.

6. Purchase of 318 North Montgomery Street

Resolution to authorize the conveyance of real property known as 318 North Montgomery Street (Section 4, Block 7, Lot 6) at private sale to Darnell Dodson for the amount of \$300,000.00.

7. 41 Benkard Avenue - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Barbara Lapolt to the premises known as 41 Benkard Avenue (Section 45, Block 13, Lot 9).

Grants/Contracts/Agreements / Becas /Contratos/Convenios

8. Resolution to Schedule the 1st Public Hearing and 30-Day Public Comment Period for the FY2022 Community Development Block Grant (CDBG) Annual Action Plan

Resolution opening a 30-day public comment period and scheduling a public hearing for June 14, 2021 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Annual Action Plan for Fiscal Year 2022.

9. Street Sweeper Program

Resolution authorizing the City Manager to enter into an agreement with the Regional Economic Community Action Program, Inc. for the Mayor's Street Sweeper Pilot Program to provide employment opportunities for City of Newburgh residents during the summer of 2021.

Fire Department / Departamento de Bomberos

10. Fire Reporting Software

Resolution authorizing the City Manager to execute an agreement with Backdraft OpCo, LLC, d/b/a Emergency Reporting for personnel, equipment and fire data reporting software and services for the City of Newburgh Fire Department.

Discussion Items/Temas de Discusión

11. Rescue Act Funds

Executive Session/ Sesión Ejecutiva

12. proposed, pending or current litigation

13. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

RESOLUTION NO.: _____ - 2021

OF

MAY 24, 2021

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
ARCADIS OF NEW YORK INC. FOR PROFESSIONAL ENGINEERING SERVICES
FOR A UTILITY ASSESSMENT REVIEW IN CONNECTION WITH THE
CSX TRANSPORTATION RAILROAD BRIDGE REPLACEMENT PROJECT
IN AN AMOUNT NOT TO EXCEED \$5,000.00**

WHEREAS, CSX Transportation plans to replace the railroad bridge over the former Fifth Street located at railroad milepost QR 57.00; and

WHEREAS, CSX Transportation has submitted a Utility Relocation Concept Plan for the City's review; and

WHEREAS, the City solicited and received a proposal from Arcadis of New York, Inc. for professional engineering services for an assessment of the Utility Relocation Concept Plan; and

WHEREAS, such engineering services will include a review of the Utility Relocation Concept Plan, evaluation of the existing utilities and recommendations; and

WHEREAS, the cost of such proposal shall not exceed \$5,000.00 and will be funded by CSX Transportation through an escrow account; and

WHEREAS, this Council finds that entering into a contract with Arcadis of New York, Inc. based on the foregoing is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Arcadis of New York, Inc., for professional engineering services for an assessment of the Utility Relocation Concept Plan submitted by CSX Transportation in connection with the replacement of the railroad bridge over the former Fifth Street at railroad milepost QR 57.00 in an amount not to exceed \$5,000.00.

RESOLUTION NO.: _____ - 2021

OF

MAY 24, 2021

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
GERARD ASSOCIATES CONSULTING ENGINEERS, P.C. FOR
PROFESSIONAL ENGINEERING SERVICES FOR
THE BOILER REPLACEMENT AND CONVERSION TO NATURAL GAS
AT 123-125 GRAND STREET IN AN AMOUNT NOT TO EXCEED \$40,260.00**

WHEREAS, the City of Newburgh solicited, received and evaluated proposals for professional engineering services for the Boiler Replacement and Conversion to Natural Gas Project at 123-125 Grand Street; and

WHEREAS, the City has received a proposal from Gerard Associates Consulting Engineers, P.C. which has been identified as a qualified firm to provide said services; and

WHEREAS, such engineering services shall include concept and design development, preparation of plans, specifications, bid and contract documents, and bid services; and

WHEREAS, the cost of such proposal shall not exceed \$40,260.00 and the funds shall be derived from 2020 BAN under budget line H1.1120.0208.2020; and

WHEREAS, the Council has reviewed the proposal and finds that authorizing a contract to perform said professional engineering services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Gerard Associates Consulting Engineers, P.C., for professional engineering services for the Boiler Replacement and Conversion to Natural Gas Project at 123-125 Grand Street in an amount not to exceed \$40,260.00.

NOTICE
REQUEST FOR PROPOSALS
for
Professional Services
Related to the
Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street

RFP No. 3.21

City of Newburgh, Orange County, New York

Sealed Proposals will be received by the City Comptroller in his office at City Hall, 83 Broadway, 4th Floor, Newburgh, New York 12550, until **12:00 p.m., (local time), Wednesday, April 7, 2021** for professional services related to the Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street..

This Request for Proposal (RFP) and consultant selection process is being conducted to engage in the selection of a qualified NYS Licensed Professional Engineer to perform investigative and design services related to the removal of two (2) oil-fired boilers and the replacement with natural-gas fired boilers located at 123 Grand Street, Newburgh, New York. Based upon the required criteria, an internal Evaluation Committee shall review and evaluate each Proposal and recommend award be made to a qualified consultant that submits a proposal that best meets the City's needs.

This Request for Proposals, becoming available to the public on **Friday, February 26, 2021**, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Proposals must be submitted in accordance with the requirements and provisions stated in the RFP Document and submitted on or before the specified due date and time. Proposals submitted after the deadline will not be considered. Facsimile or electronic mail submissions will not be accepted. ***Vendors are responsible for the timely delivery of their Proposals.*** There will be no exceptions.

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller. The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any proposal deemed to be in the best interest of the City.

By submission of a Proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, selected Proposer, or any assignee certifies that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted on the Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. The selected respondent further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, the selected respondent is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. The City of Newburgh reserves the right to reject any Proposal from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a Contract and appears on the Prohibited Entities list after Contract award. By submission of a Proposal to the City of Newburgh, Proposer thereby certifies their firm is in compliance with all aspects of this regulation.

BY ORDER OF THE CITY OF NEWBURGH

By: _____

City Comptroller

Dated: _____

2/22/21

"An Equal Opportunity, Affirmative Action Employer"

RESOLUTION NO.: _____ - 2021

OF

MAY 24, 2021

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 185 BROADWAY (SECTION 36, BLOCK 1, LOT 2) AT PRIVATE SALE
TO ALBERTO MARTINEZ, MARK CONNELL AND PAUL GUILLARO
D/B/A HUDSON VISIONARY DEVELOPMENT, LLC
FOR THE AMOUNT OF \$180,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 185 Broadway, being more accurately described as Section 36, Block 1, Lot 2, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before August 27, 2021, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
185 Broadway	36 - 1 - 2	Alberto Martinez Mark Connell Paul Guillaro d/b/a Hudson Visionary Development, LLC	\$180,000.00

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

Terms and Conditions Sale

185 Broadway, City of Newburgh (SBL: 36-1-2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-2021, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2020-2021, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$18,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Hudson Visionary Development, LLC

BY:

Date: _____

Date: _____

Alberto Martinez

Mark Connell

Date: _____

Paul Guillaro

RESOLUTION NO.: _____ - 2021

OF

MAY 24, 2021

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 318 NORTH MONTGOMERY STREET (SECTION 4, BLOCK 7, LOT 6)
AT PRIVATE SALE TO DARNELL DODSON FOR THE AMOUNT OF \$300,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 318 North Montgomery Street, being more accurately described as Section 4, Block 7, Lot 6 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before August 27, 2021, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
318 North Montgomery Street	4 - 7 - 6	Darnell Dodson	\$300,000.00

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

Terms and Conditions Sale

318 North Montgomery Street, City of Newburgh

(SBL: 4-7-6)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-2021, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2020-2021, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the ten (10) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least ten (10) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$10,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price

ACKNOWLEDGED AND AGREED

Date: _____

DARNELL DODSON

RESOLUTION NO.: _____-2021

OF

MAY 24, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO BARBARA LAPOLT TO THE PREMISES KNOWN AS
41 BENKARD AVENUE (SECTION 45, BLOCK 13, LOT 9)**

WHEREAS, on December 10, 2002, the City of Newburgh conveyed property located at 41 Benkard Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 13, Lot 9, to Barbara Lapolt; and

WHEREAS, the attorney for the current owner has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 41 Benkard Avenue, Section 45, Block 13, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 10, 2002, from THE CITY OF NEWBURGH to BARBARA LAPOLT, recorded in the Orange County Clerk's Office on March 27, 2003, in Liber 11004 of Deeds at Page 177 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: _____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2021

OF

MAY 24, 2021

**A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR JUNE 14, 2021
TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S
PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
ANNUAL ACTION PLAN FOR FISCAL YEAR 2022**

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2022 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on June 15, 2021 and closing on July 15, 2021 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2022 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2022; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 14th day of June, 2021 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the capacity of the City Council Chambers will be limited due to the space available to maintain six (6) feet of social distancing and in-person attendance will be on a first-come, first-serve basis, and therefore, in accordance with the Governor's Executive Order 202.1, as amended, the June 14, 2021 City Council meeting also will be accessible via videoconferencing, and a transcript will be provided at a later date. The public will have the option to see and hear the meeting live and provide comments on the proposed CDBG FY2022 Annual Action Plan as follows:

To view the livestream of the City Council Meeting visit: <https://www.cityofnewburgh-ny.gov/live-video-streaming>.

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://zoom.us/webinar/register/WN_GdD4y4FtRqiZSThDVVeSWg. Please note that there is an underscore between the “N” and “G”).

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Monday, June 14, 2021 through the Zoom App: https://zoom.us/webinar/register/WN_GdD4y4FtRqiZSThDVVeSWg. Please note that there is an underscore between the “N” and “G”). Please fill out the required information (First Name, Last Name, E-mail Address and check appropriate box to comment during the public hearing). After registering, you will receive a confirmation email containing information about joining the webinar.

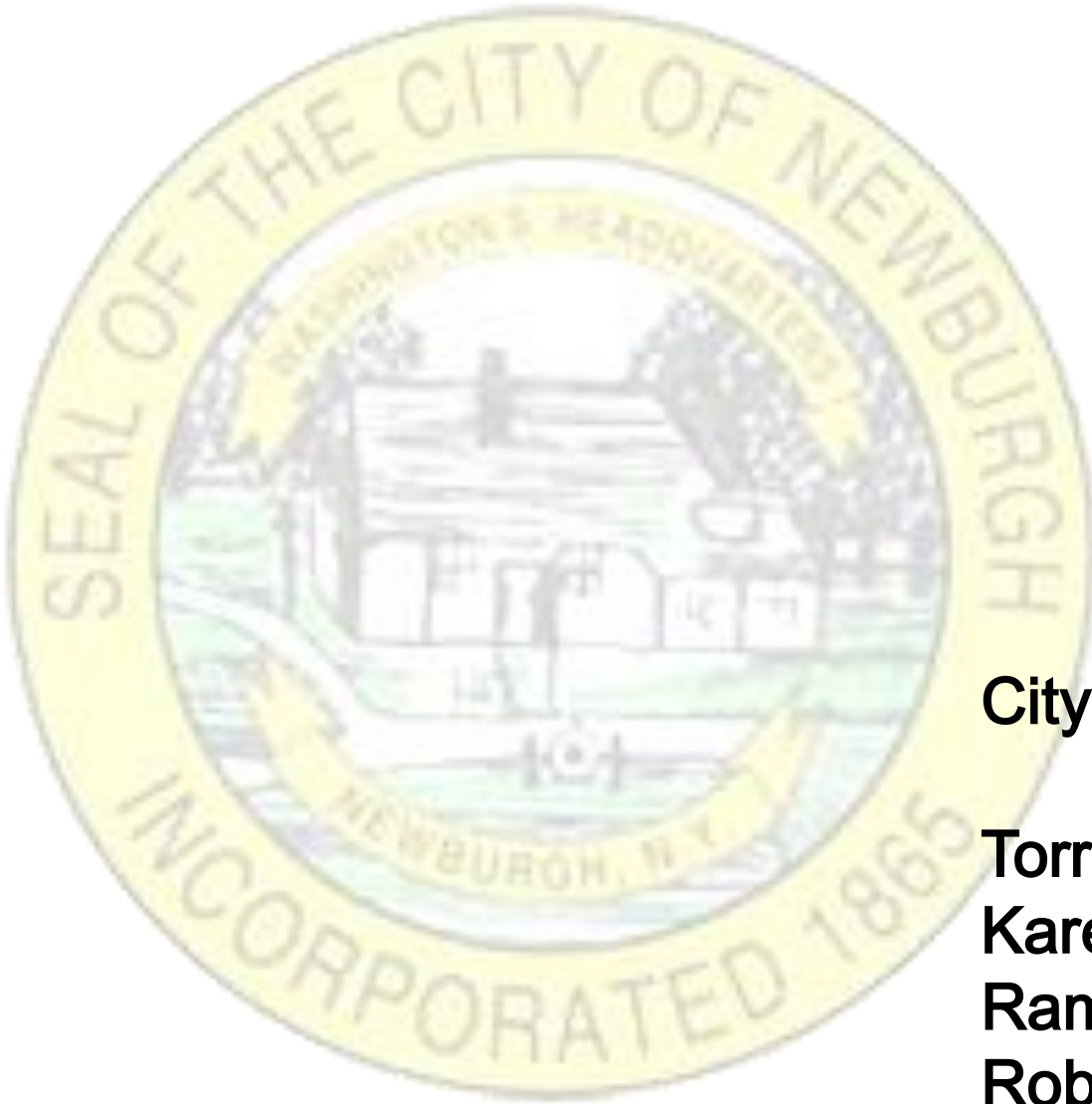
Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: “PUBLIC HEARING ITEM” by 4:00 p.m. on Monday, June 14, 2021. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.



Community Development Block Grant (“CDBG”) FY2022 Annual Action Plan

**Department of Planning &
Development
June, 2021**





City of Newburgh City Council:

Torrance Harvey, Mayor

Karen Mejia, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Anthony Grice, At-Large

Omari Shakur, At-Large

City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: **FY2020-FY2024**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



Proposed FY2022 CDBG Projects/Funding

					% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding			
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$230,000.00	No Increase	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	\$50,000.00	25%	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00	25%	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	\$40,000.00	25%	20%
	Economic Development	Economic Development	Examples of Economic Development Activities: Business Façade and signage, Workforce Training.	\$75,000.00	15%	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$135,000.00	No Increase	5%
Proposed Total FY2022 Allocation				\$855,000.00		



Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	No Increase
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	25%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	25%
	Economic Development	Economic Development	Examples of Economic Development Activities: Business Façade and signage, Workforce Training.	15%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval).	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	No Increase

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	20%
	Economic Development	Economic Development	Examples of Economic Development Activities: Business Façade and signage, Workforce Training.	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval).	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	5%

Project: Housing

Proposed Activities:

- In Rem Property Program
- Homeowner Repair Assistance Program
(Implemented by City of Newburgh
Housing Partner)



Proposed Housing Activity: In Rem Property Program

Budget: \$230,000.00

Description:

- Activity staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Proposed Housing Activity: Home Repair Assistance Program

Budget: \$50,000.00

Description:

- Funding for Light Home Repair Assistance Program for Low/Moderate Income City of Newburgh Homeowners.* Implemented through City of Newburgh Housing Partner.

* Light repairs, such as railings, steps, etc.



Proposed Infrastructure Improvements

Activity: Curb Ramp and Sidewalk Upgrades

Budget: \$300,000.00

Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.

Proposed Infrastructure Improvements

Activity: Public Facility Improvements

Budget: \$40,000.00

Description:

- Funding for Public Accessibility Improvements to City of Newburgh Buildings.

Proposed Economic Development Activity:

Business Assistance

Budget: \$75,000.00

Description:

- Funding for business assistance such as Business Façade and Signage grants, Workforce Training.

Proposed Quality of Life Activity: Neighborhood Services

Budget: \$25,000.00

Description (Anticipated Services):

- 2022 Summer Film Festival
- Health Outreach Initiative
- National Night Out

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Activity: Administration

Budget: \$135,000.00

Description:

- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.

FY2022 CDBG AAP Timeline



FY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

RESOLUTION NO.: _____ - 2021

OF

MAY 24, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH
THE REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC.
FOR THE MAYOR'S STREET SWEEPER PILOT PROGRAM TO PROVIDE
EMPLOYMENT OPPORTUNITIES FOR CITY OF NEWBURGH RESIDENTS
DURING THE SUMMER OF 2021**

WHEREAS, the City of Newburgh and Regional Economic Community Action Program, Inc. (RECAP) have collaborated to offer the Mayor's Street Sweeper Pilot Program for the purpose of providing employment opportunities for participants; and

WHEREAS, the Mayor's Street Sweeper Pilot Program requires a contract between the City of Newburgh and Regional Economic Community Action Program, Inc.; and

WHEREAS, funding for the Mayor's Street Sweeper Pilot Program is allocated in the City of Newburgh's adopted budget for 2021 and Regional Economic Community Action Program, Inc. will provide eligible participants and supportive services to those participants during the program; and

WHEREAS, this Council finds that entering into the attached agreement with the Regional Economic Community Action Program, Inc. for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement with the Regional Economic Community Action Program, Inc. to facilitate and support the Mayor's Street Sweeper Pilot Program for the summer of 2021.

RESOLUTION NO.: _____ - 2021

OF

MAY 24, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH BACKDRAFT OPCO, LLC, D/B/A EMERGENCY REPORTING
FOR PERSONNEL, EQUIPMENT AND FIRE DATA REPORTING SOFTWARE
AND SERVICES FOR THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the City of Newburgh Fire Department must replace existing Firehouse software before it becomes obsolete; and

WHEREAS, Backdraft OpCo, LLC d/b/a Emergency Reporting offers subscription-based software and services to assist fire agencies for analyzing and reporting personnel, equipment and other fire related data and will integrate with new scheduling software to improve efficiency and effectiveness; and

WHEREAS, the cost for the software, services, equipment and training in the initial year is \$5,745.00 and such funding shall be derived from A.3412.0448.0008; and

WHEREAS, the City Council finds that entering into such a contract with Backdraft OpCo, LLC d/b/a Emergency Reporting for the subscription-based data reporting software and related services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with Backdraft OpCo, LLC d/b/a Emergency Reporting, as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide subscription-based data reporting software and related services and equipment to the City of Newburgh Fire Department.