



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

October 11, 2016

7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of September 26, 2016
5. City Manager Update/ Gerente de la Cuidad pone al dia la audiencia de los planes de cada departamento
6. The 2017 Manager's Proposed Budget
(Michael Ciaravino and Katie Mack)

Se presentará la presupuesto propuesta de 2017.

Presentations/Presentaciones

7. Certificates of Appreciation will be presented to Downing Park Volunteers
(Councilwoman Regina Angelo & Patty Sofokles)

Certificados de reconocimiento serán presentados a los voluntarios del Parque Downing

8. A Presentation of a Proclamation to name October 2016 as National Youth Substance Use and Substance Use Disorder Prevention Month
(Councilwoman Cindy Holmes and Regina Cieslak from Team Newburgh)

Una presentación de proclamación para nombrar el mes de octubre el mes Nacional para prevenir el abuso de sustancias y prevenir la enfermedad del uso de sustancias. (Concejala Cindy Holmes y Regina Cieslak de Equipo Newburgh)

9. A Presentation will be given by Corey J. Allen from Habitat for Humanity of

Greater Newburgh on their A Brush with Kindness Program

Corey J. Allen de Habitat para la Humanidad de Newburgh dara una presentacion sobre el Programa Un Pincel con Amabilidad.

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

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

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

10. Resolution No. 264 - 2016 Scheduling Public Hearing for November 14, 2016 Concerning Adoption of the 2017 Budget

Resolution Scheduling a Public Hearing for November 16, 2016 to receive comments concerning the adoption of the 2017 Budget for the City of Newburgh. (Michelle Keslon)

Resolución para programar una audiencia pública, el 16 de Noviembre 2016 para recibir comentarios sobre la adopción de la presupuesta 2017 de la Ciudad de Newburgh.

11. Resolution No. 265- 2016 Extension of Time to Close Title on 70 Liberty Street W.H.

Resolution Authorizing the Extension of Time to Close Title on the Property Located at 70 Liberty Street WH (Section 48, Block 5, Lot 35) Sold at Private Sale to Lamont Staples. (Michelle Kelson)

Resolución autorizando el extención de tiempo para cerrar el titulo de la propiedad localizado en 70 de la calle Liberty (sección 48, bloque 5, lote 35) .Venta privada a Lamont Staples

12. Resolution No. 266 - 2016 Purchase of 80 Clinton Street

Resolution Authorizing the Conveyance of Real Property known as 80 Clinton Street (Section 10, Block 1, Lot 19) at Private Sale to Caine Budelman for the amount of \$28,000.00. (Deirdre Glenn)

Resolución authoizando la escritura de transferencia de la propiedad conocido como 80 de calle Clinton (sección 10, bloque 1, lote 19) Venta privada a Caine Budelman en la cantidad de \$28,000.00.

13. Resolution No. 267 - 2016 Purchase of 266 Carpenter Avenue

Resolution Authorizing the Conveyance of Real Property known as 266 Carpenter Avenue (Section 7, Block 7, Lot 42) Suzanne Timmer for the

amount of \$30,500.00. (Deirdre Glenn)

Resolución autorizando la escritura de transferencia del propiedad conocido como el 266 de la avenida Carpenter (sección 7, bloque 7, lote 42) a Suzanne Trimmer por la cantidad de 30,500.00

14. Resolution No. 268 - 2016 Purchase of 37 City Terrace

Resolution Authorizing the Conveyance of Real Property known as 37 City Terrace (Section 29, Block 4, Lot 14) at Private Sale to Kent Diebolt for the amount of \$12,500.00. (Deirdre Glenn)

Resolución autorizando la escritura de transferencia de la propiedad conocido como el 37 de City Terrace (sección 29, bloque 4, lote 14) a una venta privada en la cantidad de 12,500.00 (Diedre Glenn).

15. Resolution No. 269- 2016 Approve the Naming of Second and Colden Streets in honor of Richard F. "Dickie" Peterson

Resolution Dedicating a Portion of Second Street from Montgomery Street to Colden Street and a Portion of Colden Street from Second Street to the River Road as Richard F. "Dickie" Peterson Way. (Deirdre Glenn)

Resolución dedicando una porción de la Calle Segunda desde calle Montgomery a la calle Colden y una porción de Calle Colden desde la calle Segunda a camino River, como Richard F. "Dickie" Peterson Way (Diedre Glenn)

16. Resolution No. 270 -2016 NYS Senate Initiative SFY 2016-2017 Grant for \$75,000 from Senator Larkin

Resolution Authorizing the City Manager to apply for and accept if awarded a SFY 2016-2017 New York State Senate Initiative Grant in the amount of \$75,000.00 from Senator Larkin for the Police Surveillance Camera Program of the City of Newburgh Police Department. (Chief Cameron)

Resolución autorizando el gerente de la ciudad aplicar y aceptar si adjudicar un SFY 2016-2017 Beca Iniciativa de el Senado de el estado de Nueva York por la cantidad de \$75,000.00 de el Senador Larkin para la Programma de la Camaras de Vigilancia de Policía para el departamento de Policía de la ciudad de Newburgh.

17. Resolution No. 271 - 2016 DCJS Byrne Justice Assistance Grant for Non-Fatal Shootings Initiative Program

Resolution Authorizing the City Manager to Accept a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$143,139.00 to fund a City of Newburgh Police Detective in support of the Non-Fatal Shootings Initiative Program. (Chief Cameron)

18. Resolution No. 272 - 2016 Assistant Chief position to 2016 budget

A resolution amending the 2016 personnel analysis book to add a full-time Assistant Chief in the Fire Department. (Assistant Chief Ahlers)

Resolución a sumar el posición Subjefe al presupuesto del 2016 (Michael Ciaravino, Subjefe Ahlers)

19. Resolution No. 273 - 2016 Mid Broadway Project Mill St. Partners

A resolution of the City Council of the City of Newburgh expressing conceptual support for the application of Mill street Partners, LLC to New York State homes and community renewal for Federal, State, and Local financial assistance to develop and construct a mixed-use workforce housing project at the Mid Broadway Redevelopment Site (Mill Street Partners)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Public Comments Regarding General Matters of City Business

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: ²⁶⁴_____ - 2016

OF

OCTOBER 11, 2016

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 14, 2016
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2017 BUDGET FOR THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2017 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 14th day of November, 2016, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO. 265 - 2016

OF

OCTOBER 11, 2016

**A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 70 LIBERTY STREET WH (SECTION 48, BLOCK 5, LOT 35)
SOLD AT PRIVATE SALE TO LAMONT STAPLES**

WHEREAS, by Resolution No.: 103-2016 of April 25, 2016, the Council of the City of Newburgh, New York, authorized the sale of 70 Liberty Street WH (Section 48, Block 5, Lot 35) to Lamont Staples; and

WHEREAS, the City Manager granted the sixty (60) day allotted extension to close title on said premises on or before September 22, 2016; and

WHEREAS, we have been advised by the purchaser's attorney that the lender requires additional time to close; and

WHEREAS, Mr. Staples shall be an owner-occupant of such premises; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 70 Liberty Street WH is hereby authorized until December 31, 2016.

RESOLUTION NO.: 266 - 2016

OF

OCTOBER 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 80 CLINTON STREET (SECTION 10, BLOCK 1, LOT 19)
AT PRIVATE SALE TO CAINE BUDELMAN FOR THE AMOUNT OF \$28,000.00**

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 80 Clinton Street, being more accurately described as Section 10, Block 1, Lot 19 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 13, 2017, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
80 Clinton Street	10 – 1 – 19	Caine Budelman	\$28,000.00

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

80 Clinton Street, City of Newburgh (10-1-19)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) 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 five (5) years thereafter, provided that within said five (5) 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.
7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and

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

8. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. 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.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. 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.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before January 13, 2017. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
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 and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 267 - 2016

OF

OCTOBER 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 266 CARPENTER AVENUE (SECTION 7, BLOCK 7, LOT 42)
AT PRIVATE SALE TO SUZANNE TIMMER FOR THE AMOUNT OF \$30,500.00**

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 266 Carpenter Avenue, being more accurately described as Section 7, Block 7, Lot 42 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 13, 2017, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
266 Carpenter Avenue	7 - 7 - 42	Suzanne Timmer	\$30,500.00

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

266 Carpenter Avenue, City of Newburgh (7-7-42)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) 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 five (5) years thereafter, provided that within said five (5) 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.
7. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the

purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 268 - 2016

OF

OCTOBER 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 37 CITY TERRACE (SECTION 29, BLOCK 4, LOT 14) AT PRIVATE
SALE TO KENT DIEBOLT FOR THE AMOUNT OF \$12,500.00**

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 37 City Terrace, being more accurately described as Section 29, Block 4, Lot 14, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers 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 January 13, 2017, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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37 City Terrace	29 – 4 – 14	Kent Diebolt	\$12,500.00
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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

37 City Terrace, City of Newburgh (29-4-14)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before January 13, 2017. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.

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

RESOLUTION NO.: 269 - 2016

OF

OCTOBER 11, 2016

**A RESOLUTION DEDICATING A PORTION OF SECOND STREET FROM
MONTGOMERY STREET TO COLDEN STREET AND A PORTION
OF COLDEN STREET FROM SECOND STREET TO THE RIVER ROAD
AS RICHARD F. "DICKIE" PETERSON WAY**

WHEREAS, Richard Frank "Dickie" Peterson, Jr. 1944-2016, was a Newburgh businessman, artist, sportsman and community friend. A graduate of Newburgh Free Academy, Dickie attended St. Augustine College and went on to law school at North Carolina Central University in Durham, NC, SUNY, Old Westbury, NY and the Quality Institute of Detroit, MI. He married Hattie Mae Carter Peterson in 1969 and moved back to Newburgh, NY where he worked for Allstate Insurance for over 30 years; and

WHEREAS, Mr. Peterson dedicated his life to serving the City of Newburgh in many capacities including the Newburgh Enlarged City School District Strategic Planning Committee, and the Community Redevelopment Planning Committee. He was Deputy Mayor of the City and at one time Chairman of the Community Block Grant. In recent years he headed the "Colored" Cemetery Planning Committee for the archaeological study of and re-interment of skeletal remains uncovered in the renovation of the City Court House. He was a lifetime member of the NAACP and served as Vice President and was named Man of the Year. He took the helm at Varick Homes HDFC when it was in crisis in 1992. He turned the properties around to be debt free by 2012, the first African American owned HUD property in New York State to hold that distinction and he maintained an inspection score of 90%; and

WHEREAS, Mr. Peterson was dedicated to the youth of Newburgh, contributing leadership to the Tennis League, Pop Warner and the Hook Incorporated Boxing Club among others. He was a key member of many sports teams including the Road Runners Men's Softball team; and

WHEREAS, Mr. Peterson was a Mason Shriner, and Past President Emeritus of Alpha Phi Alpha Fraternity Inc., Kappa Epsilon Lambda chapter, where he was a charter member for more than 50 years. He strived to be a model to the minority community through his businesses which included Peterson Insurance and Investments, Peterson Half Court Bar and Grill, Owner/Operator ALLSTATE Neighborhood Sales Office, Southern Comfort Soul Food Restaurant and Catering and Dickie's Quick Stop Wine and Liquor Store; and

WHEREAS, Mr. Peterson was a prolific artist. Since the age of nine he participated in various art presentations and contests. His work has been displayed at the Saratoga Summer Arts Festival, Newburgh Free Library, Newburgh City Hall, and the Ann Street Gallery;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Mr. Peterson's outstanding service to the Newburgh Community, that the portion of Second Street from Montgomery Street to Colden Street and that portion of Colden Street from Second Street to the River Road be named in his honor, as the Richard F. "Dickie" Peterson Way, and that an unveiling of signage indicating this change be held, with appropriate ceremony, at a date to be designated by Mr. Peterson's family; and that a copy of this resolution be forwarded to Mr. Peterson's family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

RESOLUTION NO.: ²⁷⁰_____ - 2016

OF

OCTOBER 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A SFY 2016-2017 NEW YORK STATE SENATE INITIATIVE
GRANT
IN THE AMOUNT OF \$75,000.00 FROM SENATOR LARKIN
FOR THE POLICE SURVEILLANCE CAMERA PROGRAM
OF THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the City of Newburgh Police Department wishes to apply for a SFY 2016-2017 New York State Senate Initiative Grant in the amount of \$75,000.00 from Senator Larkin for the Police Surveillance Camera Program; and

WHEREAS, funding will be utilized to purchase and install surveillance cameras in statistically higher violent crime areas; and

WHEREAS, such funding requires no City match; and

WHEREAS, this Council has determined that applying for such grant and accepting if awarded is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to apply for and accept if awarded SFY 2016-2017 New York State Initiative Grant from Senator William Larkin in the amount of \$75,000.00 for the Police Surveillance Camera Program by the City of Newburgh Police Department, with the appreciation and thanks of the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute any documents and to take appropriate action to effectuate the purposes of the grant and the program funded thereby.

RESOLUTION NO.: 271 - 2016

OF

OCTOBER 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT
OF \$143,139.00 TO FUND A CITY OF NEWBURGH POLICE DETECTIVE IN
SUPPORT OF
THE NON-FATAL SHOOTINGS INITIATIVE PROGRAM**

WHEREAS, the City of Newburgh has been awarded a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$143,139.00; and

WHEREAS, such grant funding will be used to fully fund a City of Newburgh Police Detective position including fringe benefits and overtime to work with the Orange County District Attorney Investigator and the City's Crime Analyst in support of the Non-Fatal Shootings Initiative Program; and

WHEREAS, this Council has determined that accepting such grant would be in the best interests of the City of Newburgh and the City of Newburgh Police Department;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept from the New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$143,139.00 to fund a City of Newburgh Police Detective position in support of the Non-Fatal Shootings Initiative Program; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute any documents and to take appropriate action to effectuate the purposes of the grant and the program funded thereby.

RESOLUTION NO.: 272-2016

OF

OCTOBER 11, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO ADD A FULL-TIME ASSISTANT CHIEF IN THE FIRE DEPARTMENT**

WHEREAS, the City staff has recommended adding a full-time Assistant Chief position in the Fire Department; and

WHEREAS, the City Council has determined that adding a full-time Assistant Chief position in the Fire Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, a full-time Assistant Chief position in the Fire Department requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016 and funding for such positions will be derived from A.3620.0499.0000.0000- FINANCIAL PLAN SAVINGS;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to add a full-time Assistant Chief position in the Fire Department with funding to be derived from A.3620.0499.0000.0000- FINANCIAL PLAN SAVINGS.

RESOLUTION NO.: 273 - 2016

OF

OCTOBER 11, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING CONCEPTUAL SUPPORT FOR THE APPLICATION OF
MILL STREET PARTNERS, LLC TO NEW YORK STATE HOMES AND COMMUNITY
RENEWAL FOR FEDERAL, STATE, AND LOCAL FINANCIAL ASSISTANCE TO
DEVELOP AND CONSTRUCT A MIXED-USE WORKFORCE HOUSING PROJECT AT
THE MID BROADWAY REDEVELOPMENT SITE**

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

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council of the City of Newburgh authorized the City Manager to negotiate a development and land disposition agreement with Mill Street Partners, LLC for the development of the Mid-Broadway site and the City; and

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council authorized the City Manager to execute the development agreement between the City and Mill Street Partners, which development agreement formally designated Mill Street Partners as the Developer of the Mid-Broadway Site; and

WHEREAS, the development agreement designates the Mid-Broadway redevelopment as a “Priority Project” of the City of Newburgh; and

WHEREAS, Mill Street Partners is seeking various financial assistance through an application to the New York State Homes and Community Renewal to create a mixed-use development consisting of ninety-one apartment homes for working individuals and families and approximately 13,800 square feet of retail commercial space fronting Broadway;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh expresses its conceptual support for the application of Mill Street Partners to the New York State Homes and Community Renewal for Federal, State, and local assistance to develop and construct the Mid Broadway Redevelopment project.