



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*

October 23, 2017

7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call/Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of October 10, 2017  
*Aprobación del acta de la reunión del 10 de octubre de 2017.*
5. City Manager Update/ Gerente de la Ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. Public Hearing -- CDBG Consolidated Plan for Housing and Community Development Proposed Actions FY 2018  
(Ellen Fillo & Deirdre Glenn)

*Audiencia Pública – Plan Consolidado de la Beca de Desarrollo a los Bloques de la Comunidad para Viviendas y Acciones Propuestas para el Desarrollo Comunitario para el Año Fiscal 2018 (Ellen Fillo y Deirdre Glenn)*

7. Monthly Financial Report  
(Katie Mack)

*Reporte Financiero Mensual (Katie Mack)*

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

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

8. Resolution No. 293 - 2017 Donation of Key to the City

Resolution authorizing the City Manager to accept a donation of a ceremonial Key to the City to present to Lillie Bryant Howard (Michelle Kelson)

*Una resolución autorizando al Gerente de la Ciudad a aceptar la donación de una llave ceremonial de la Ciudad para ser presentada a Lillie Bryant Howard (Michelle Kelson)*

9. Resolution No. 294 - 2017 Post Issuance Compliance Procedures for Tax Exempt Bonds

Resolution adopting the City of Newburgh Post-Issuance Compliance Procedures for Tax-Exempt Bonds. (Katie Mack)

*Una resolución adoptando los procedimientos de la Ciudad de Newburgh con respecto al cumplimiento posterior a la emisión de bonos exentos de impuestos.*

10. Resolution No. 295 - 2017 Award of Bid and Execution of a Contract with Jupiter Environmental Services Inc. and Gorick Construction Co., Inc. in Connection with the Vacant Building Demolition Project

A resolution authorizing the award of a bid and the execution of a contract with Jupiter Environmental Services, Inc. for the demolition of 139 Johnston Street and authorizing the award of a bid and the execution of a contract with Gorick Construction Co., Inc. for the demolition of 191 South Street, 161 Lander Street and 251 Third Street in connection with the Vacant Building Demolition project.

11. Resolution No. 296 - 2017 Release of Covenants 387 Third Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Joseph Afonso and Maria Afonso to the premises known as 387 Third Street (Section 12, Block 1, Lot 1) ( Michelle Kelson)

*Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho a reingreso de una escritura emitida a Joseph Afonso y Maria Afonso a las instalaciones conocidas como la 387 de la Calle Third (Sección 12, Bloque 1, Lote 1) (Deirdre Glenn)*

12. Resolution No. 297 - 2017 Release of Covenants 251 Powell Avenue

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Joseph Afonso and Maria Afonso to the premises known as 251 Powell Avenue (Section 7, Block 7, Lot 20) (Michelle Kelson)

*Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho a reingreso de una escritura emitida a Joseph Afonso*

*y Maria Afonso a las instalaciones conocidas como la 251 de la Avenida Powell (Sección 7, Bloque 7, Lote 20) (Deirdre Glenn)*

13. Resolution No. 298 - 2017 Purchase of 256 North Street

Resolution to authorize the conveyance of real property known as 256 North Street (Section 3, Block 12, Lot 18) at private sale to Raymundo Mera for the amount of \$99,000.00. (Deirdre Glenn)

*Una resolución autorizando el traspaso de bienes raíces conocidas como la 256 de la Calle North (Sección 3, Bloque 12, Lote 18) en una venta privada a Raymundo Mera por la cantidad de \$99,000.00 (Deirdre Glenn)*

14. Resolution No. 299 - 2017 Purchase of 383 First Street

Resolution to authorize the conveyance of real property known as 383 First Street (Section 28, Block 1, Lot 14) at private sale to Mitchell Mejia for the amount of \$19,000.00. (Deirdre Glenn)

*Una resolución autorizando el traspaso de bienes raíces conocidas como la 383 de la Calle First (Sección 28, Bloque 1, Lote 14) en una venta privada a Mitchell Mejia por la cantidad de \$19,000.00.*

15. Resolution No. 300 - 2017 Purchase of 26 Forsythe Place

Resolution to authorize the conveyance of real property known as 26 Forsythe Place (Section 9, Block 3, Lot 5) at private sale to Joseph and Maria Afonso for the amount of \$25,000.00. (Deirdre Glenn)

*Una resolución autorizando el traspaso de bienes raíces conocidas como la 26 de Forsythe Place (Sección 9, Bloque 3, Lote 5) en una venta privada a Joseph y Maria Afonso por la cantidad de \$25,000.00. (Deirdre Glenn)*

16. Resolution No. 301 - 2017 Purchase of 85 William Street and 87 William Street

Resolution to authorize the conveyance of real property known as 85 William Street (Section 39, Block 2, Lot 21) and 87 William Street (Section 39, Block 2, Lot 20) at private sale to Bisessar Alvin Moonsear for the total amount of \$21,500.00. (Deirdre Glenn)

*Una resolución autorizando el traspaso de bienes raíces conocidas como la 85 de la Calle William (Sección 39, Bloque 2, Lote 20) y la 87 de la Calle William (Sección 39, Bloque 2, Lote 20) en una venta privada a Bisessar Alvin Moonsear por el monto total de \$21,500.00. (Deirdre Glenn)*

17. Resolution No. 302 - 2017 Requesting exemption from County taxes for City reservoir and filter plant properties 2019

Resolution requesting an exemption from County taxes for the City's reservoir and filter plant properties for the year 2019. (Michelle Kelson)

*Una resolución pidiendo una exención de los impuestos del Condado para las reservas de la Ciudad y las propiedades de las plantas filtrantes para el año 2019. (Michelle Kelson)*

18. Resolution No. 303 - 2017 Further Amending the United Way Dutchess Orange office lease at 123 Grand Street

Resolution amending Resolution Nos. 83-2017 and 288-2017 authorizing the City Manager to enter into an amended office lease agreement with the United Way Dutchess Orange Region for a portion of the second floor of 123 Grand Street. (Michelle Kelson)

*Una resolución enmendando las resoluciones número 83-2017 y 288-2017 autorizando al Gerente de la Ciudad a entrar en un acuerdo de alquiler de oficina enmendado con "United Way Dutchess Orange Region" por una porción del segundo piso de la 123 de la Calle Grand. (Michelle Kelson)*

19. Resolution No. 304 - 2017 Halloween Curfew

Resolution to implement a City-wide curfew for minors 16 years of age and under on October 30th and 31st from 9:00 p.m. until 6:00 a.m. (Michelle Kelson and Lt In Charge Aaron Weaver)

*Una resolución para implementar un toque de queda en toda la Ciudad para jóvenes de 16 años de edad y menores el 30 de octubre y 31 de octubre desde las 9:00PM hasta las 6:00AM (Michelle Kelson y Teniente a Cargo Aaron Weaver)*

20. Resolution No. 305 - 2017 To Execute a Payment of Claim with USAA Casualty Insurance Company

A resolution authorizing the City Manager to execute a payment of claim with USAA Casualty Insurance Company a/s/o Maureen Flannery in the amount of \$3,266.31 (Michelle Kelson)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar un pago de reclamación con la Compañía de Seguros USAA Casualty a/s/o Maureen Flannery por el monto de \$3,266.31 (Michelle Kelson)*

21. Resolution No. 306 - 2017 To Execute a Payment of Claim with GEICO General Insurance Company

A resolution authorizing the City Manager to execute a payment of claim with GEICO General Insurance Company a/s/o Christopher McCurry in the amount of \$12,371.54 (Michelle Kelson)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar un pago de reclamación con la Compañía de GEICO General a/s/o Christopher McCurry por el monto de \$12,371.54 (Michelle Kelson)*

22. Resolution No. 307 - 2017 To Authorize the Commencement of Litigation in Connection with the Contamination of Washington Lake and the City of Newburgh Water Supply

A resolution to authorize the commencement of litigation against any and all potentially responsible parties in connection with the contamination of Washington Lake and the City of Newburgh Water supply.

*Una resolución autorizando el inicio de litigios en contra de todas y cada una de las partes potencialmente responsables en relación con la contaminación del Lago Washington y el abastecimiento de agua de la Ciudad de Newburgh.*

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 287 - 2017

OF

OCTOBER 10, 2017

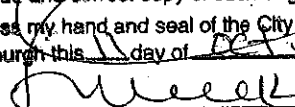
A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND  
SCHEDULING A PUBLIC HEARING FOR OCTOBER 23, 2017  
TO RECEIVE PUBLIC COMMENT ON THE  
CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO  
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE  
CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT  
FOR FISCAL YEAR 2018

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 Action Plan for FY 2018 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 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 2018; 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 2018; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 23rd day of October, 2017 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

I, Lorene Vitek, City Clerk of the City of Newburgh,  
hereby certify that I have compared the foregoing with the  
original resolution adopted by the Council of the City of  
Newburgh at a regular meeting held Oct 10, 2017  
and that it is a true and correct copy of such original.  
Witness my hand and seal of the City of  
Newburgh this 11 day of Oct, 2017  
  
City Clerk

RESOLUTION NO.: 293 - 2017

OF

OCTOBER 23, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A DONATION OF A CEREMONIAL KEY TO THE CITY  
TO PRESENT TO LILLIE BRYANT HOWARD**

**WHEREAS**, The City Council of the City of Newburgh intends to honor Lillie Bryant Howard by presenting her with a ceremonial “Key to the City” for her life’s work and contributions to the City of Newburgh; and

**WHEREAS**, a donor who wishes to remain anonymous has purchased said ceremonial “Key to the City” and wants to donate it to the City of Newburgh; and

**WHEREAS**, this Council deems it to be in the best interests of the City of Newburgh to accept such donation;

**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 said donation with the appreciation and thanks of the City of Newburgh extended to the anonymous donor for the generous contribution in recognition of a distinguished City resident.

RESOLUTION NO.: 294 - 2017

OF

OCTOBER 23, 2017

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH  
POST-ISSUANCE COMPLIANCE PROCEDURES FOR TAX-EXEMPT BONDS**

**BE IT RESOLVED**, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Post-Issuance Compliance Procedures for Tax-Exempt Bonds, a copy of which is attached hereto and made a part of this Resolution; and

**BE IT FURTHER RESOLVED**, that these Procedures shall take effect on November 1, 2017.



RESOLUTION NO.: 295 - 2017

OF

OCTOBER 23, 2017

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF  
A CONTRACT WITH JUPITER ENVIRONMENTAL SERVICES, INC. FOR  
THE DEMOLITION OF 139 JOHNSTON STREET AND AUTHORIZING THE AWARD  
OF A BID AND THE EXECUTION OF A CONTRACT  
WITH GORICK CONSTRUCTION CO., INC. FOR THE DEMOLITION  
OF 191 SOUTH STREET, 161 LANDER STREET AND 251 THIRD STREET  
IN CONNECTION WITH THE VACANT BUILDING DEMOLITION PROJECT

WHEREAS, by Resolution No. 182-2015 of July 13, 2015, the City Council of the City of Newburgh approved the 2015 Capital Plan as proposed and further authorized the City Manager and the City Comptroller to take appropriate action to secure financing and to implement the 2015 Capital Plan; and

WHEREAS, by Resolution No. 85-2016 of April 11, 2016, the City Council of the City of Newburgh approved the financing of the Vacant Building Demolition Project (the "Project"); and

WHEREAS, by Resolution No. 128-2017 of May 22, 2017, the City Council of the City of Newburgh approved an agreement for professional engineering services with The Asbestos & Environmental Consulting Corporation for the hazardous material, demolition management and related consulting services to facilitate the Project; and

WHEREAS, the City of Newburgh has duly advertised for bids for the demolition of 7 City-owned properties identified in the Project; and

WHEREAS, bids have been duly received and opened and Jupiter Environmental Services, Inc. is the low bidder for the demolition of property identified as 139 Johnston Street; and

WHEREAS, bids have been duly received and opened and Gorick Construction Co., Inc. is the low bidder for the demolition of a package of 3 properties identified as 191 South Street, 161 Lander Street and 251 Third Street; and

WHEREAS, funding for the Project shall be derived from H1.1620.0200.8105.2016 - 2016 BAN Demolition;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bids for the Vacant Building Demolition Project be and hereby are awarded to Jupiter Environmental Services, Inc. for the demolition of property identified as 139 Johnston Street for the amount of \$52,200.00, and to Gorick Construction Co., Inc. for demolition of a package of 3 properties identified as 191 South Street, 161 Lander Street and 251 Third Street for the amount of \$174,366.00, and that the City Manager be and he is hereby authorized to enter into a contracts for such work in these amounts.

RESOLUTION NO.: 296-2017

OF

OCTOBER 23, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO JOSEPH AFONSO AND MARIA AFONSO  
TO THE PREMISES KNOWN AS 387 THIRD STREET  
(SECTION 12, BLOCK 1, LOT 1)**

**WHEREAS**, on January 9, 2017, the City of Newburgh conveyed property located at 387 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 12, Block 1, Lot 1, to Joseph Afonso and Maria Afonso; and

**WHEREAS**, the Afonso's have requested a release of the restrictive covenants contained in said deed; and

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

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

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

Joseph Afonso  
Maria Afonso  
144 Marino Drive  
Wallkill, NY 12589

RESOLUTION NO.: 297-2017

OF

OCTOBER 23, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO JOSEPH AFONSO AND MARIA AFONSO  
TO THE PREMISES KNOWN AS 251 POWELL AVENUE  
(SECTION 7, BLOCK 7, LOT 20)**

**WHEREAS**, on January 9, 2017, the City of Newburgh conveyed property located at 251 Powell Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 7, Block 7, Lot 20, to Joseph Afonso and Maria Afonso; and

**WHEREAS**, the Afonso's have requested a release of the restrictive covenants contained in said deed; and

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

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

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

**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 251 Powell Avenue , Section 7, Block 7, Lot 20, 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 January 9, 2017, from the CITY OF NEWBURGH to JOSEPH AFONSO and MARIA AFONSO, recorded in the Orange County Clerk's Office on February 28, 2017, in Liber 14189 of Deeds at Page 1051 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.

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Michael G. Ciaravino, City Manager  
Per Resolution No.: \_\_\_\_\_-2017

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD &amp; RETURN TO:

Joseph Afonso  
Maria Afonso  
144 Marino Drive  
Wallkill, NY 12589

RESOLUTION NO.: 298 - 2017

OF

OCTOBER 23, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 256 NORTH STREET (SECTION 3, BLOCK 12, LOT 18)  
AT PRIVATE SALE TO RAYMUNDO MERA FOR THE AMOUNT OF \$99,000.00**

**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 256 North Street, being more accurately described as Section 3, Block 12, Lot 18 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 26, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
256 North Street	3 - 12 - 18	Raymundo Mera	\$99,000.00

**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

## 256 North Street, City of Newburgh (3-12-18)

### 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 properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
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. The 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 26, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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 thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser 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.: 299 - 2017

OF

OCTOBER 23, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN  
AS 383 FIRST STREET (SECTION 28, BLOCK 1, LOT 14)  
AT PRIVATE SALE TO MITCHELL MEJIA FOR THE AMOUNT OF \$19,000.00

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 383 First Street being more accurately described as Section 28, Block 1, Lot 14 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 26, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
383 First Street	28 - 1 - 14	Mitchell Mejia	\$19,000.00

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

# Terms and Conditions of Sale

## 383 First Street, City of Newburgh (28-1-14)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
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 occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license 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 26, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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.: 300 - 2017

OF

OCTOBER 23, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 26 FORSYTHE PLACE (SECTION 9, BLOCK 3, LOT 5) AT PRIVATE SALE  
TO JOSEPH AND MARIA AFONSO FOR THE AMOUNT OF \$25,000.00**

**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 26 Forsythe Place, being more accurately described as Section 9, Block 3, Lot 5 on the official tax map of the City of Newburgh; and

**WHEREAS**, the prospective buyers have 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 buyers 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 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 January 26, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
26 Forsythe Place	9 - 3 - 5	Joseph and Maria Afonso	\$25,000.00

**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

## 26 Forsythe Place, City of Newburgh (9-3-5)

### 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 properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before January 26, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least 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.: 301 - 2017

OF

OCTOBER 23, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN  
AS 85 WILLIAM STREET (SECTION 39, BLOCK 2, LOT 21) AND  
87 WILLIAM STREET (SECTION 39, BLOCK 2, LOT 20)  
AT PRIVATE SALE TO BISESSAR ALVIN MOONESAR  
FOR THE TOTAL AMOUNT OF \$21,500.00

**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 85 William Street and 87 William Street being more accurately described as Section 39, Block 2, Lots 21 and 20, respectively, on the official tax map of the City of Newburgh; and

**WHEREAS**, the prospective buyer has offered to purchase these properties 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 properties 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 26, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
85 William Street	39 - 2 - 21	Bisessar Alvin Moonesar	\$14,000.00
87 William Street	39 - 2 - 20		\$ 7,500.00

**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 of Sale

## 85 William Street, City of Newburgh (39-2-21)

## 87 William Street, City of Newburgh (39-2-20)

### 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 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
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 properties are vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcels in accordance with same.
7. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. The parcels are being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcels so designated in accordance with same.

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 26, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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.: 302 - 2017

OF

OCTOBER 23, 2017

**A RESOLUTION REQUESTING AN EXEMPTION FROM COUNTY  
TAXES FOR THE CITY'S RESERVOIR AND FILTER PLANT  
PROPERTIES FOR THE YEAR 2019**

**BE IT RESOLVED**, by the Council of The City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to request a real property tax exemption from real property taxes to be levied by the County of Orange on all of the City's reservoir and filter plant properties, and the buildings and improvements thereon, and to be constructed thereon in the Town of Newburgh and the Town of New Windsor, pursuant to the provisions of Section 406, subdivision 3, of the Real Property Tax Law of the State of New York.

The requested exemption would include exemption from all taxation, special ad valorem levies and special assessments through December 31, 2019, so long as the subject premises are used for the aforesaid purposes.

The specific properties involved are as follows:

<u>OWNER</u>	<u>MUNICIPALITY</u>	<u>TAX PARCEL NO.</u>
CITY OF NEWBURGH	TOWN OF NEW WINDSOR	4 - 1 - 38 4 - 1 - 35 4 - 3 - 1.1 4 - 1 - 12.2 4 - 1 - 9.21 4 - 1 - 10 32 - 2 - 53
	TOWN OF NEWBURGH	75 - 1 - 17 97 - 3 - 17 97 - 2 - 22.1 97 - 3 - 10 97 - 1 - 44; and

**BE IT FURTHER RESOLVED**, that the City Manager be and he is hereby authorized to execute an Agreement, a copy of which is annexed hereto, with the County of Orange to effectuate such exemption.

AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between  
THE CITY OF NEWBURGH, a municipal corporation duly organized and  
existing under the laws of the State of New York and having its principal place of business  
at City Hall, 83 Broadway, in the City of Newburgh, County of Orange, State of New  
York; and

THE COUNTY OF ORANGE, a municipal corporation duly organized and  
existing under the laws of the State of New York and having its principal place of business  
at the Orange County Government Center, Main Street in the Village of Goshen, County  
of Orange and State of New York,

WHEREAS, the City of Newburgh is the owner of several parcels of real property  
located in the Towns of Newburgh and New Windsor, Orange County, New York and  
designated on the official tax map of said towns as set forth in Schedule "A" annexed  
hereto and made a part hereof; and

WHEREAS, The City of Newburgh uses said property for the operation of a water  
filtration plant and reservoirs exclusively; and

WHEREAS, The County of Orange has in the past, imposed taxes against said  
parcels of real property; and

WHEREAS, Section 406(3) of the Real Property Tax Law of the State of New York  
in essence, inter alia, provides that real property owned by a municipality with a population  
of less than 100,000 people, which property is located without its corporate limits and is  
used as a reservoir or water filtration plant may be wholly or partially exempt from  
taxation, special ad valorem levies, and special assessments, provided that the governing  
board of the taxing authorities so agree in writing; and

WHEREAS, the aforesaid relief from County taxes was requested by said  
municipality by Resolution Number \_\_\_\_\_-2017 of October 23, 2017 of The City of  
Newburgh, New York; and

WHEREAS, the County of Orange was authorized to enter into this agreement by Resolution Number \_\_\_\_\_ of \_\_\_\_\_, dated \_\_\_\_\_, 201\_\_\_\_, of the Orange County Legislature, it appearing that such agreement would be in the best interests of the citizens of Orange County,

NOW, THEREFORE, in consideration of the premises and pursuant to Real Property Tax Law, Section 406 (3), it is agreed as follows:

1. The County of Orange, by action of the Legislature thereof, shall wholly exempt the parcels of real property, listed in Schedule "A" annexed hereto, together with the buildings and improvements now existing thereon or hereinafter installed, owned by The City of Newburgh and exclusively used as a water filtration plant and reservoir properties, which properties are located in the Town of Newburgh and Town of New Windsor, County of Orange, State of New York, and which properties are designated by section, block and lot in Schedule "A", annexed hereto on the official tax map of said towns, from all taxation, special ad valorem levies, and special assessments levied by Orange County for the County tax year, January 1, 2019 to December 31, 2019 so long as the subject premises are used for the aforesaid purposes.

2. This agreement shall not be self-renewing and shall not be extended to any County tax year after December 31, 2019, unless the Orange County Legislature specifically renews or extends the same before the applicable taxable status date for any such year.

3. The County of Orange expressly reserves its right to impose, levy and collect with respect to the subject premises, any financial obligation not specifically excluded by the provisions of Real Property Tax Law, Section 406 (3).



IN WITNESS THEREOF, the parties hereto have executed this Agreement as of  
the  
date set forth above.

[SEAL]

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Michael G. Ciaravino,  
City Manager  
Pursuant to Res. No.: \_\_\_\_\_ -2017

[SEAL]

THE COUNTY OF ORANGE

By: \_\_\_\_\_  
Stefan ("Steven") M. Neuhaus,  
County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_  
KATHRYN MACK  
City Comptroller

SCHEDULE "A"

<u>OWNER</u>	<u>MUNICIPALITY</u>	<u>TAX PARCEL NO.</u>
CITY OF NEWBURGH	TOWN OF NEW WINDSOR	4 - 1 - 38
		4 - 1 - 35
		4 - 3 - 1.1
		4 - 1 - 12.2
		4 - 1 - 9.21
		4 - 1 - 10
		32 - 2 - 53
	TOWN OF NEWBURGH	75 - 1 - 17
		97 - 3 - 17
		97 - 2 - 22.1
		97 - 3 - 10
		97 - 1 - 44



RESOLUTION NO.: 303 - 2017

OF

OCTOBER 23, 2017

**A RESOLUTION AMENDING RESOLUTION NOS. 83-2017 AND 288-2017  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED OFFICE  
LEASE AGREEMENT WITH THE UNITED WAY DUTCHESS ORANGE REGION FOR  
A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET**

**WHEREAS**, by Resolution No. 83-2017 of March 27, 2017, the City Council authorized the City Manager to execute a lease agreement with the United Way Orange Dutchess Region for the use of two offices on the second floor of 123 Grand Street; and

**WHEREAS**, by Resolution No. 288-2017, the City Council authorized an amended lease agreement for the lease of one office on the second floor of said premises for a monthly rent of \$700.00 for the remainder of the one-year term; and

**WHEREAS**, the parties have agreed to further amend the lease for the lease of the smaller office on the second floor of said premises for a monthly rent of \$650.00 for the remainder of the one-year terms and a copy of the revised amended lease is annexed hereto and made a part of this resolution; and

**WHEREAS**, this Council has reviewed such amended lease agreement and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

**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 attached amended lease agreement with the United Way Dutchess Orange Region for the use of one office on the second floor of 123 Grand Street in substantially the same form and on the terms and conditions contained in the attached lease agreement, including such other terms and conditions as may be deemed appropriate and necessary by the City Manager and/or the Corporation Counsel in order to carry-out the subject transaction.

RESOLUTION NO.: 304 - 2017

OF

OCTOBER 23, 2017

**A RESOLUTION TO IMPLEMENT A CITY-WIDE  
CURFEW FOR MINORS 16 YEARS OF AGE AND UNDER  
ON OCTOBER 30TH AND 31ST  
FROM 9:00 P.M. UNTIL 6:00 A.M.**

**WHEREAS**, the City of Newburgh has a general obligation to ensure the safety and welfare of the general population of the City including minors, along with protection of private property; and

**WHEREAS**, October, 30<sup>th</sup> and 31<sup>st</sup> are associated with Halloween related activities, including “Trick or Treating” and other related outdoor activities, some of which might be prejudicial to the safety and welfare of the population and protection of private property; and

**WHEREAS**, the City of Newburgh determines that the passage of a curfew resolution for Halloween and the preceding night will assist in protecting the welfare of minors by reducing the likelihood of their involvement in inappropriate behavior, while aiding parents or guardians of minors entrusted in their care;

**NOW THEREFORE, BE IT RESOLVED:**

**THIS COUNCIL HEREBY DECLARES** a city-wide curfew for minors from 9:00 P.M. until 6:00 A.M. each day, starting at 9:00 p.m. on Monday, October 30, 2017, and ending at 6:00 a.m. on Wednesday, November 1, 2017; and

**BE IT FURTHER RESOLVED**, this Council urges all parents to inform their children and supervise the implementation of this City-wide curfew so that we may avoid problems and promote the safety, health and welfare of our City’s young people and property owners; and

**BE IT FURTHER RESOLVED**, that it shall be a defense to a violation of this curfew that the minor was accompanied by the minor’s parent or guardian, engaged in an employment activity, or involved in an emergency or other legally justifiable activity.

RESOLUTION NO.: 305 - 2017

OF

OCTOBER 23, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT  
OF CLAIM WITH USAA CASUALTY INSURANCE COMPANY  
a/s/o MAUREEN FLANNERY IN THE AMOUNT OF \$3,266.31**

WHEREAS, USAA Casualty Insurance Company a/s/o Maureen Flannery brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Three Thousand Two Hundred Sixty-Six and 31/100 Dollars (\$3,266.31) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of USAA Casualty Insurance Company a/s/o Maureen Flannery in the total amount of Three Thousand Two Hundred Sixty-Six and 31/100 Dollars (\$3,266.31) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 306 - 2017

OF

OCTOBER 23, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT  
OF CLAIM WITH GEICO GENERAL INSURANCE COMPANY  
a/s/o CHRISTOPHER MCCURRY IN THE AMOUNT OF \$12,371.54**

WHEREAS, GEICO General Insurance Company a/s/o Christopher McCurry brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Twelve Thousand Three Hundred Seventy-One and 54/100 Dollars (\$12,371.54) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of GEICO General Insurance Company a/s/o Christopher McCurry in the total amount of Twelve Thousand Three Hundred Seventy-One and 45/100 Dollars (\$12,371.54) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 307 - 2017

OF

OCTOBER 23, 2017

A RESOLUTION TO AUTHORIZE THE COMMENCEMENT OF LITIGATION  
AGAINST ANY AND ALL POTENTIALLY RESPONSIBLE PARTIES  
IN CONNECTION WITH THE CONTAMINATION OF WASHINGTON LAKE  
AND THE CITY OF NEWBURGH WATER SUPPLY

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, hereby authorizes litigation against any and all potentially responsible parties in connection with the contamination of Washington Lake and the City of Newburgh Water Supply.