



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
February 6, 2020
6:00 PM

Work Session Presentations

1. Update on Orange County Sales Tax by Harry Porr, Deputy County Executive
*Actualización sobre los Impuestos de Venta del Condado de Orange por
Harry Porr, Diputado Ejecutivo del Condado*
2. Presentation by Dan Foster from General Code (Municipality)
Presentación por Dan Foster de General Code (Municipality)

Engineering/Ingeniería

3. Award of Bid# 2.20 Wastewater Treatment Plant Grinder Replacement Project
A resolution authorizing the City Manager to award Bid #2.20 to Duperon Corporation in the amount of \$215,300.00, and to purchase an optional 2-year warranty in the amount of \$5,600.00, both for the wastewater treatment plant grinder replacement project. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a otorgar la Licitación #2.20 a Duperon Corporation por el monto de \$215,300.00, y comprar una garantía opcional de 2 años por el monto de \$5,600.00, ambos para el Proyecto de Reemplazo de la Amoladora de la Planta de Tratamiento de Aguas Residuales. (Jason Morris)
4. Resolution Supporting the Findings of the Meadow Hill Relief Sewer Evaluation
Resolution supporting the engineering evaluation findings of Arcadis of New York, Inc. reviewing the Town of Newburgh Meadow Hill Parallel Sewer Relief Project and authorizing the City Engineer to issue a letter to proceed. (Jason Morris)

Una resolución apoyando los resultados de la evaluación de ingeniería de Arcadis de New York, Inc. revisando el Proyecto de Alivio del Alcantarillado Paralelo de Meadow Hill del Pueblo de Newburgh y autorizando al Ingeniero de la Ciudad a emitir una carta para continuar. (Jason Morris)

Finance/Finanza

5. SEQRA Type II - Capital Bond

Resolution of the City Council of the City of Newburgh assuming lead agency status under State Environmental Quality Review Act (SEQRA) for certain 2020 Capital Plan Projects, declaring the Projects to be Type II Actions, finding no significant adverse impact on the environment and authorizing the City Manager to execute all SEQRA documents. (Todd Venning)

Una resolución del Ayuntamiento de la Ciudad de Newburgh asumiendo la condición de organismo principal bajo la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para ciertos Proyectos del Plan de Capital 2020, declarando que los proyectos son Acciones de Tipo II, sin encontrar un impacto adverso significativo en el medio ambiente y autorizando al Gerente de la Ciudad a ejecutar todos los documentos SEQRA. (Todd Venning)

6. SEQRA Type I - Capital Bond

Resolution of the City Council of the City of Newburgh declaring itself to be lead agency under State Environmental Quality Review Act (SEQRA) for the Municipal Parking Lot Paving Project, adopting an Environmental Assessment Form and issuing a negative declaration. (Todd Venning)

Una resolución del Ayuntamiento de la Ciudad de Newburgh asumiendo la condición de organismo principal bajo la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para el Proyecto de Pavimento del Lote de Estacionamiento Municipal, adoptando un Formulario de Evaluación Ambiental y emitiendo una declaración negativa. (Todd Venning)

7. 2020 Capital Bond

Bond Resolution of the City of Newburgh, New York, adopted February 10, 2020, authorizing various capital projects in and for the City, stating the estimated total cost thereof is \$15,748,506, appropriating said amount therefor, and authorizing the issuance of not to exceed \$15,748,506 bonds of said City to finance said appropriation. (Todd Venning)

Una resolución de Bonos de la Ciudad de Newburgh, Nueva York adoptada el 10 de febrero de 2020, autorizando varios proyectos capitales en y para la Ciudad, declarando el costo estimado total de \$15,748,506, apropiando dicha cantidad, y autorizando la emisión de para que no exceda los bonos de \$15,748,506 de dicha Ciudad para financiar dicha apropiación. (Todd Venning)

8. Agreement with CMA for 2020

Resolution authorizing the City Manager to execute an agreement with Capital Markets Advisors LLC to provide professional services to the City of Newburgh relating to new issue bonds, bond anticipation notes, tax anticipation notes, deficit notes and budget notes. (Todd Venning)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con Capital Markets Advisors LLC para proporcionar servicios profesionales a la Ciudad de Newburgh en relación a la nueva emisión de bonos, notas de anticipación de bonos, notas de anticipación de impuestos, nota de déficit y nota de presupuesto. (Todd Venning)

Planning and Economic Development/Planificación y Desarrollo Económico

9. Newburgh Progress - Amendment to Agreement

Resolution authorizing an amendment to an agreement made by and among the City of Newburgh, Liberty Progress Limited Partnership, and Newburgh Progress Housing Development Fund Company, Inc. (Jeremy Kaufman)

Una resolución autorizando una enmienda a un acuerdo hecho por y entre la Ciudad de Newburgh, Progreso Libertad Sociedad Limitada, y Newburgh Progress Housing Development Fund Company, Inc. (Jeremy Kaufman)

10. 746 Broadway - Satisfaction of Mortgage

Resolution authorizing the City Manager to execute a satisfaction of mortgage in connection with the premises located at 746 Broadway (Section 25, Block 4, Lot 40). (Jeremy Kaufman)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción hipotecaria en conexión con las instalaciones ubicadas en la 746 de Broadway (Sección 25, Bloque 4, Lote 40). (Jeremy Kaufman)

11. 25 Benkard Avenue - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Roy Lethen to the premises known as 25 Benkard Avenue (Section 45, Block 5, Lot 3). (Jeremy Kaufman)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a Roy Lethen para las instalaciones conocidas como la 25 de la Avenida Benkard (Sección 45, Bloque 5, Lote 3). (Jeremy Kaufman)

12. Purchase of 352 Third Street

Resolution to authorize the conveyance of real property known as 352 Third Street (Section 16, Block 8, Lot 17) at private sale to Flor E. Romano for the amount of \$45,000.00 . (Ali Church)

Una resolución autorizando el traspaso de bienes raíces conocidas como la 352 de la Calle Third (Sección 16, Bloque 8, Lote 17) en una venta privada a Flor E. Romano por el monto de \$45,000.00 (Ali Church)

13. Purchase of 234 First Street and 236 First Street

Resolution to authorize the conveyance of real property known as 234 First Street (Section 22, Block 5, Lot 21) and 236 First Street (Section 22, Block 5, Lot 22) at private sale to Sonia Siguencia for the total amount of \$21,000.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 234 de la Calle First (Sección 22, Bloque 5, Lote 21) y la 236 de la Calle First (Sección 22, Bloque 5, Lote 22) en una venta privada a Sonia Siguencia por el monto total de \$21,000.00. (Ali Church)

Grants/Contracts/Agreements / Becas / Contratos/Convenios

14. Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) Public Hearing and 15-Day Public Comment Period

Resolution scheduling the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) public hearing and opening of the 15-day public comment period for Fiscal Year 2019. (Ali Church)

Una resolución programando la audiencia pública y abriendo el periodo de comentario público de 15 días para el Año Fiscal 2019 sobre el Reporte Anual de Rendimiento y Evaluación Consolidado (CAPER) de la Subvención de Bloque de Desarrollo Comunitario (CDBG). (Ali Church)

15. 2020-2021 Gun Involved Violence Elimination(GIVE) Initiative

Resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in the amount of \$425,000.00 with no City match for the period July 1, 2020 to June 30, 2021. (Chief Doug Solomon)

Una resolución autorizando al Gerente Municipal para solicitar y aceptar si es otorgado una subvención del Departamento de Servicios de Justicia Criminal del Estado de Nueva York bajo la Asociación de Eliminación de Violencia Involucrada con Armas de Fuego (GIVE) para mejorar el cumplimiento de la ley en la Ciudad de Newburgh para lograr, a largo plazo, la reducción de la delincuencia por el monto de \$425,000.00 el cual no requiere que la Ciudad iguale los fondos durante el periodo del 1 de julio de 2020 al 30 de junio de 2021. (Jefe Doug Solomon)

Fire Department / Departamento de Bomberos

16. Amend the 2020 Personnel Book to add a Temporary Fire Lieutenant Position

Resolution amending the 2020 Personnel Analysis Book to add one (1)

lieutenant position on a temporary basis in the City of Newburgh Fire Department. (Chief William Horton)

Una resolución enmendando el Libro de Análisis de Personal 2020 para añadir un (1) puesto de Teniente de forma temporal en el Departamento de Bomberos de la Ciudad de Newburgh. (Jefe William Horton)

Discussion Items/Temas de Discusión

17. Four Way STOP Sign at Fullerton Ave. & First St
Cuatro señales de PARE en la Avenida Fullerton y la Calle First

Executive Session/ Sesión Ejecutiva

18. Proposed, pending or current litigation
Litigación actual, pendiente o propuesta

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD BID #2.20
TO DUPERON CORPORATION IN THE AMOUNT OF \$215,300.00, AND
TO PURCHASE AN OPTIONAL 2-YEAR WARRANTY IN THE
AMOUNT OF \$5,600.00, BOTH FOR THE WASTEWATER
TREATMENT PLANT GRINDER REPLACEMENT PROJECT**

WHEREAS, the City of Newburgh has duly advertised for bids for the purchase and installation of equipment for the City of Newburgh Wastewater Treatment Plant Grinder Replacement Project; and

WHEREAS, the bids have been duly received and opened and Duperon Corporation is the low bidder, having submitted a bid amount of \$215,300.00; and

WHEREAS, the cost of an optional, 2-year, all-inclusive warranty for all equipment used in connection with the project is \$5,600.00; and

WHEREAS, the City Council believes it is in the best interests of the City of Newburgh to purchase the optional warranty for all equipment in the amount of \$5,600.00; and

WHEREAS, the funding for the purchase and installation of the equipment, and the purchase of the warranty, shall all be derived from New York State Environmental Facilities Corporation combination grant/loan CWSRF No. C3-7332-11-00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the bid for the purchase and installation of equipment for the Wastewater Treatment Plant Grinder Replacement Project be and is hereby is awarded to Duperon Corporation, in the amount of \$215,300.00; that approval for the optional, 2-year, all inclusive warranty for all equipment in the amount of \$5,600.00 is hereby granted; and that the City Manager be and he is hereby authorized to enter into a contract for such work in these amounts.

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION SUPPORTING THE ENGINEERING EVALUATION FINDINGS
OF ARCADIS OF NEW YORK, INC. REVIEWING
THE TOWN OF NEWBURGH MEADOW HILL PARALLEL SEWER RELIEF PROJECT
AND AUTHORIZING THE CITY ENGINEER TO ISSUE A LETTER TO PROCEED**

WHEREAS, the City of Newburgh and the Town of Newburgh are parties to an Inter-Municipal Sewer Agreement governing sewage treatment service and the construction of additional sewage treatment plant capacity dated May 6, 2004; and

WHEREAS, the Town of Newburgh proposes to undertake the Meadow Hill Parallel Relief Sewer Project; and

WHEREAS, the City of Newburgh is subject to an Order on Consent with the New York State Department of Environmental Conservation (NYS DEC) to resolve violations at the Wastewater Treatment Plant and for the development of the Combined Sewer Overflow Long Term Control Plan; and

WHEREAS, by Resolution No. 6-2020 of January 13, 2020, the City Council authorized an agreement with Arcadis of New York, Inc. (Arcadis) to provide professional engineering services for review of the Town of Newburgh's Meadow Hill Parallel Relief Sewer Project to assess possible impacts to the City of Newburgh's Combined Sewer Overflow Long Term Control Plan; and

WHEREAS, Arcadis completed its review and submitted a report finding that Town of Newburgh's Meadow Hill Parallel Relief Sewer Project will not impact the City of Newburgh's Combined Sewer Overflow Long Term Control Plan and will not require a modification to the Order on Consent for Case No. R3-20110107-17 between the City of Newburgh and the NYS DEC; and

WHEREAS, this Council determines that accepting the report and findings provided by Arcadis of New York, Inc. and authorizing the City Engineer to issue a "no objections" letter and notice to proceed to the Town of Newburgh is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Council supports and accepts the report and findings provided by Arcadis of New York, Inc.; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, that the City Engineer be and hereby is authorized to issue a "no objections" letter and notice to proceed to the Town of Newburgh in connection with the Meadow Hill Parallel Relief Sewer Project.

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY
REVIEW ACT (SEQRA) FOR CERTAIN 2020 CAPITAL PLAN PROJECTS, DECLARING
THE PROJECTS TO BE TYPE II ACTIONS, FINDING NO SIGNIFICANT ADVERSE
IMPACT ON THE ENVIRONMENT AND AUTHORIZING THE CITY MANAGER
TO EXECUTE ALL SEQRA DOCUMENTS**

WHEREAS, the 2020 Capital Plan prioritizes the repair and renovation of existing structures or facilities; repaving of existing highways; and purchase and/or replacement of necessary equipment, which will be financed by the sale of bond anticipation notes, as follows:

1. Grand Street Courthouse: replace building pneumatics with electronics; replace boilers; remove oil tank; repaint and replace interior flooring; renovate basement; repair and repave parking lot; reseal windows; repair outside steps
2. Broadway School Courthouse: repair roof, steps, sidewalks, and walls; software and computer replacement
3. Parking Meter System Improvements
4. Property Management – Maintenance: Dump Truck with plow; equipment
5. Municipal Buildings: HVAC equipment; construction and maintenance machinery and apparatus; equipment; repair and replacement of roof, walls, windows, doors
6. Central Printing Equipment
7. Information Systems Software and Hardware
8. Police Equipment
9. Traffic: Construction and maintenance machinery and apparatus and traffic control system repairs and improvements
10. Fire Department: Ladder Truck replacement; Engine Apparatus replacement; equipment; facility repair
11. Code Enforcement Equipment and Software
12. DPW Administration: Construction and maintenance machinery and apparatus; office and radio equipment
13. DPW Streets and Bridges: Construction and maintenance machinery and apparatus; equipment; highway repaving
14. DPW Garage: repair or replace roof, fuel pumps, ventilation system, fuel pump landing, locker room, gutters, paint interior; equipment
15. Police Garage: Construction and Maintenance Machinery and Apparatus; motor vehicles; equipment
16. Snow Removal: Construction and Maintenance Machinery and Apparatus; equipment
17. Parks: Construction and Maintenance Machinery and Apparatus; equipment

18. Conservation Advisory Council equipment
19. Recreation: motor vehicles; equipment; facility repair
20. Zoning Board, Planning Board, Architectural Review Commission: equipment
21. Water Administration equipment
22. Water Ponds and Reservoirs equipment
23. Water Purification: equipment; facility repair
24. Water Distribution: Construction and Maintenance Machinery and Apparatus; equipment; highway repaving
25. Sanitary Sewers: Construction and Maintenance Machinery and Apparatus; generator equipment; equipment; facility repair
26. Sewage Treatment Plant: Facility upgrades, repairs, equipment and software
27. Sanitation: Construction and Maintenance Machinery and Apparatus; equipment

WHEREAS, the City of Newburgh intends to adopt a bond resolution necessary to finance these capital improvement projects; and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the certain capital equipment purchase and replacement projects; and

WHEREAS, the capital improvement projects listed above are defined as Type II Actions, and therefore, classified as categorical exclusions to SEQRA under Section 617.5(c)(1) of the SEQRA Regulations as the maintenance or repair involving no substantial changes in an existing structure or facility; under Section 617.5(c)(2) of the SEQRA Regulations as the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in Section 617.4; under Section 617.5(c)(5) of the SEQRA Regulations as the repaving of existing highways not involving the addition of new travel lanes; and under Section 617.5(c)(31) of the SEQRA Regulations as the purchase or sale of furnishings, equipment or supplies, including surplus government property, other than land, radioactive material, pesticides, herbicides, or other hazardous materials;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the capital improvement projects listed in this resolution constitute "Type II", as the quoted term is defined in the SEQRA Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA classification of the capital improvement projects listed in this resolution.

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING
ITSELF TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL QUALITY
REVIEW ACT (SEQRA) FOR THE MUNICIPAL PARKING LOT PAVING PROJECT,
ADOPTING AN ENVIRONMENTAL ASSESSMENT FORM AND
ISSUING A NEGATIVE DECLARATION**

WHEREAS, the City of Newburgh proposes undertake the financing of several capital improvement projects including the Municipal Parking Lot Paving Project (the "Project") which includes municipal parking lots identified as the West End Fire House Parking Lot, the Grand Street Parking Lot, the Library Parking Lot and the Public Safety Building Parking Lot; and

WHEREAS, in compliance with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh wishes to assume Lead Agency status, classifies the Project as a Type I Action, and proposes to approve and adopt a Long Environmental Assessment Form; and

WHEREAS, the City of Newburgh has taken a hard look at the environmental impacts of repaving these municipal parking lots, several of which are located within the East End Historic District and has determined that there will be no negative environmental impacts regarding same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares itself to be Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council proposes to adopts the Long Environmental Assessment Form attached hereto; and
3. Issues a Negative Declaration pursuant to the SEQRA; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA classification of the Municipal Parking Lot Paving Project.

RESOLUTION NO. _____ - 2020

OF

FEBRUARY 10, 2020

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED FEBRUARY __, 2020, AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$15,748,506, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$15,748,506 BONDS OF SAID CITY TO FINANCE SAID APPROPRIATION.

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the “City”), is hereby authorized to construct, acquire or undertake the various projects as described in column A of Schedule I attached hereto and hereby made a part hereof, at the estimated maximum costs indicated in column B of such Schedule I, such projects having been determined to be Type II actions for purposes of the State Environmental Quality Review Act (“SEQRA”) which will not have a significant impact on the environment and require no further proceedings under SEQRA. The total estimated cost of such projects, including preliminary

costs and costs incidental thereto and to the financing thereof, is \$15,748,506 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed \$15,748,506 bonds of the City, and any bond anticipation notes issued in anticipation of the sale of such bonds, to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and notes and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$15,748,506 are hereby authorized to be issued in the principal amounts indicated in column C of Schedule I for each of the respective objects or purposes indicated in column A of such Schedule I, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes, classes of objects or purposes and combinations of objects or purposes for which said bonds are authorized are to be issued, within the limitations of §11.00 a. of the Law as referenced in column E of the attached Schedule I, are set forth in column D of the attached Schedule I.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Comptroller/Director of Finance, the chief fiscal officer of the City.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

“The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged.”

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in full, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in “*The Sentinel*,” “*The Mid Hudson Times*,” and “*The Hudson Valley Press*,” three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The adoption of the foregoing resolution was seconded by

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on February __, 2020, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of February, 2020.

(SEAL)

City Clerk

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND
TO BE PUBLISHED
WITH RESOLUTION AFTER ADOPTION)

NOTICE

The resolution published herewith has been adopted on February __, 2020, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

LORENE VITEK
City Clerk

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH CAPITAL MARKETS ADVISORS LLC
TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF NEWBURGH
RELATING TO NEW ISSUE BONDS, BOND ANTICIPATION NOTES,
TAX ANTICIPATION NOTES, DEFICIT NOTES AND BUDGET NOTES**

WHEREAS, the City of Newburgh is authorized under the New York State Local Finance Law to issue bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities; and

WHEREAS, it is necessary and appropriate for the City of Newburgh to retain independent professional services in connection with the planning, marketing and sales associated with such securities and financing; and

WHEREAS, by Resolution No. 164-2016 of July 11, 2016 and Resolution No. 149-2017 of June 12, 2017, the City Council authorized the City Manager to enter into a professional services agreement with Capital Markets Advisors, LLC to provide such securities and financing services; and

WHEREAS, a written professional services agreement between the municipal advisor and its municipal clients is required by the Securities and Exchange Commission and City Council deems it to be in the best interests of the City to continue such professional services agreement with Capital Markets Advisors, LLC for such services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement in substantially the same form as annexed hereto with Capital Markets Advisors, LLC to provide professional services in connection with the planning, marketing and sales associated with the issuance of bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities.

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT
MADE BY AND AMONG THE CITY OF NEWBURGH, LIBERTY PROGRESS
LIMITED PARTNERSHIP, AND NEWBURGH PROGRESS HOUSING
DEVELOPMENT FUND COMPANY, INC.**

WHEREAS, pursuant to Resolution No. 66-2019, the City of Newburgh authorized a payment-in-lieu-of-taxes (“PILOT”) agreement (“Agreement”) by and among Liberty Progress Limited Partnership (“Partnership”) and Newburgh Progress Housing Development Fund Company, Inc. (“HDFC”); and

WHEREAS, the Agreement called for the first PILOT payment to be made on or before February 15, 2020, provided that the HDFC acquired title to the properties listed in the Agreement on or before that date; and

WHEREAS, the HDFC has indicated that it will not be able to take title to the properties listed in the Agreement on or before February 15, 2020, but expects to take title to the properties in March 2020; and

WHEREAS, an amendment to the Agreement is required to reflect the anticipated closing date and timing of the PILOT payments; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached amendment to the Agreement;

NOW, BE IT RESOLVED, that the City Manager is hereby authorized to execute and deliver the foregoing amendment to the Agreement, in substantially the same form as annexed hereto, with other provisions as Corporation Counsel may require on behalf of the City to effectuate the Agreement and the amendment.

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION OF MORTGAGE IN CONNECTION WITH THE PREMISES
LOCATED AT 746 BROADWAY (SECTION 25, BLOCK 4, LOT 40)**

WHEREAS, the Newburgh Community Development Agency (“NCDA”) issued a mortgage to Joseph Accettura and Vincent Accettura in the principal sum of \$3,750.00 for the premises located at 746 Broadway (Section 25, Block 4, Lot 40) (“Premises”), dated October 17, 1989, and recorded in the Orange County Clerk’s Office on October 25, 1989, in Liber 3563 of Deeds at Page 42; and

WHEREAS, said mortgage converted into a grant over a period of time provided that, among other things, the owner did not sell, convey, or transfer title to the Premises within 5 years from the issuance of the mortgage; and

WHEREAS, the mortgagor has appeared to comply with the terms and conditions of said mortgage and is entitled to a discharge of record; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage by the City of Newburgh, as successor in interest to the NCDA, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the mortgage issued by Newburgh Community Development Agency to Joseph Accettura and Vincent Accettura in the principal sum of \$3,750.00 is hereby satisfied, and the City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550, as Successor in Interest to the Newburgh Community Development Agency;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of October 17, 1989, made by Joseph Accettura and Vincent Accettura to the Newburgh Community Development Agency, given to secure payment of the principal sum of \$3,750.00, and duly recorded in the office of the Orange County Clerk's Office on October 25, 1989, in Liber 3563 of Deeds at Page 42; and

which Mortgage has not been further assigned of record.

Dated: February ____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of February in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

RESOLUTION NO.: _____-2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO ROY LETHEN TO THE PREMISES KNOWN AS
25 BENKARD AVENUE (SECTION 45, BLOCK 5, LOT 3)**

WHEREAS, on August 2, 2017, the City of Newburgh conveyed property located at 25 Benkard Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 5, Lot 3, to Roy Lethen; and

WHEREAS, Mr. Lethen has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 25 Carpenter Avenue, Section 45, Block 5, Lot 3 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 August 2, 2017, from THE CITY OF NEWBURGH to ROY LETHEN, recorded in the Orange County Clerk's Office on August 4, 2017, in Liber 14268 of Deeds at Page 1889 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 352 THIRD STREET (SECTION 16, BLOCK 8, LOT 17)
AT PRIVATE SALE TO FLOR E. ROMANO FOR THE AMOUNT OF \$45,000.00**

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 352 Third Street, being more accurately described as Section 16, Block 8, Lot 17 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 May 15, 2020, 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>
352 Third Street	16 - 8 - 17	Flor E. Romano	\$45,000.00

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

352 Third Street, City of Newburgh (SBL: 16-8-17)

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 **2019-2020**, 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 **2019-2020**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the 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.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$4,500.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Flor E. Romano

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 10, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 234 FIRST STREET (SECTION 22, BLOCK 5, LOT 21) AND
236 FIRST STREET (SECTION 22, BLOCK 5, LOT 22) AT PRIVATE SALE
TO SONIA SIGUENCIA FOR THE TOTAL AMOUNT OF \$21,000.00

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 234 First Street and 236 First Street, being more accurately described as Section 22, Block 5, Lots 21 and 22, 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 May 15, 2020, 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>
234 First Street	22 - 5 - 21	Sonia Siguencia	\$10,500.00
236 First Street	22 - 5 - 22		\$10,500.00

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 of Sale

234 First Street, City of Newburgh (22-5-21)

236 First Street, City of Newburgh (22-5-22)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2019-2020**, 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 **2019-2020**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed

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

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

may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property located at 236 First Street (22-5-22) 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.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

ACKNOWLEDGED AND AGREED

Date: _____

Sonia Siguencia

RESOLUTION NO.:_____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION SCHEDULING
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
PUBLIC HEARING AND OPENING OF
THE 15-DAY PUBLIC COMMENT PERIOD FOR FISCAL YEAR 2019**

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, a jurisdiction is required to submit an annual report to the U.S. Department of Housing and Urban Development (HUD) that summarizes accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days after the program year; and

WHEREAS, the CAPER provides the community with information regarding how HUD entitlement funds were used to address housing, community development and essential service needs; and

WHEREAS, prior to submitting the CAPER, the City publishes a draft of the report and provides the general public with an opportunity to submit comments;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 24th day of February, 2020 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the 15-day period to receive written public comment on the City of Newburgh's proposed City of Newburgh's proposed Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019 shall commence on February 25, 2020 and close on March 11, 2020.

RESOLUTION NO.:_____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES
UNDER THE GUN INVOLVED VIOLENCE ELIMINATION (“GIVE”) PARTNERSHIP
TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH
TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION
IN THE AMOUNT OF \$425,000.00
WITH NO CITY MATCH FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2021**

WHEREAS, the City of Newburgh wishes to apply for and accept a Grant Award in an amount not to exceed \$425,000.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination (“GIVE”) Partnership; and

WHEREAS, the GIVE Grant Program provides funding to the the City of Newburgh for the Group Violence Intervention and Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position and a field intelligence officer position and partially fund an investigator position; and

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2020 and ending June 30, 2021; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination (“GIVE”) Partnership, in an amount not to exceed \$425,000.00 with no City match required for New York State Fiscal Year beginning July 1, 2020 and ending June 30, 2021, to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____-2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) LIEUTENANT POSITION ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the Fire Department has advised the City Manager that the department is in need of an additional individual to perform the duties of “Lieutenant;” and

WHEREAS, the creation of the additional Fire Department Lieutenant position will be on a temporary basis; and

WHEREAS, the City Council has determined that adding one temporary Lieutenant 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;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2020 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the job title “Lieutenant” in the Fire Department.