



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
February 20, 2020
6:00 PM

Council Meeting Presentations

1. Community Development Block Grant (CDBG) 2019 Consolidated Annual Performance and Evaluation Report (CAPER) Pubic Hearing
Public Hearing U.S. Department of Housing and Urban Development (HUD) 2019 Consolidated Annual Performance and Evaluation Report (CAPER).

Engineering/Ingeniería

2. License and Access Agreement with Central Hudson
Resolution authorizing the City Manager to execute a license and access agreement with Central Hudson Gas & Electric Corporation and its contracted agents to allow access to City owned property in connection with a gas main relocation project under the New York State Thruway. (Jason Morris)

Finance/Finanza

3. Lutheran Street - Amendment to Street Lighting Authority Order
Resolution authorizing the City Manager to execute an amendment to the street lighting authority order with CH Energy Group, Inc.

Water Department/ Departamento de Aqueductos

4. Brown's Pond Water Quality Sampling and Analysis Contract
Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for water quality sampling and analysis of Browns Pond at a cost of \$8,975.00 (Wayne V.)

Planning and Economic Development/Planificación y Desarrollo Económico

5. Purchase of 103 Washington Street
Resolution to authorize the conveyance of real property known as 103 Washington Street (Section 39, Block 3, Lot 13) at private sale to DeeArah R. Wright Wiley and Stephen T. Wiley for the amount of \$159,900.00. (Ali Church)
6. Budget Transfer of \$115,129.98 to Cover Improvements to 123 Grand Street
Resolution amending Resolution No: 288-2019, the 2020 Budget for the City of Newburgh, New York to transfer funds for 123 Grand Street improvements. (Ali Church)
7. Declaring Washers and Dryers as Surplus and Authorizing Disposition

Through Auction

Resolution declaring 12 free-standing Unimac washing machines and 16 free-standing Speed Queen dryers from 185 Broadway as surplus and authorizing disposition pursuant to the City of Newburgh's Surplus Property Disposition Policy and Procedure. (Ali Church)

8. 31 Benkard Avenue - Extension of Time to Rehabilitate

Resolution authorizing an extension of time to rehabilitate the premises known as 31 Benkard Avenue (Section 45, Block 5, Lot 1) in the City of Newburgh until July 31, 2020. (Jeremy Kaufman)

9. 182 Renwick Street - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to William J. McCartney, III to the premises known as 182 Renwick Street (Section 45, Block 15, Lot 10). (Jeremy Kaufman)

10. 141 Chambers Street - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to M & N Newburgh Development, LLC to the premises known as 141 Chambers Street (Section 18, Block 4, Lot 19). (Jeremy Kaufman)

Ordinances/ Decretos

11. Ordinance amending §288-71 to allow parking on the south side of Washington Street between Colden and Liberty Streets

Ordinance amending Section 288-71, Schedule XIII entitled "Parking Prohibited at All Times" of the Code of Ordinances to allow parking on the south side of Washington Street between Colden Street and Liberty Street. (Jeremy Kaufman)

12. Ordinance amending Chapter 155 "Electrical Standards", Section 155-24 entitled "Suspension or revocation of license; penalties for offenses"

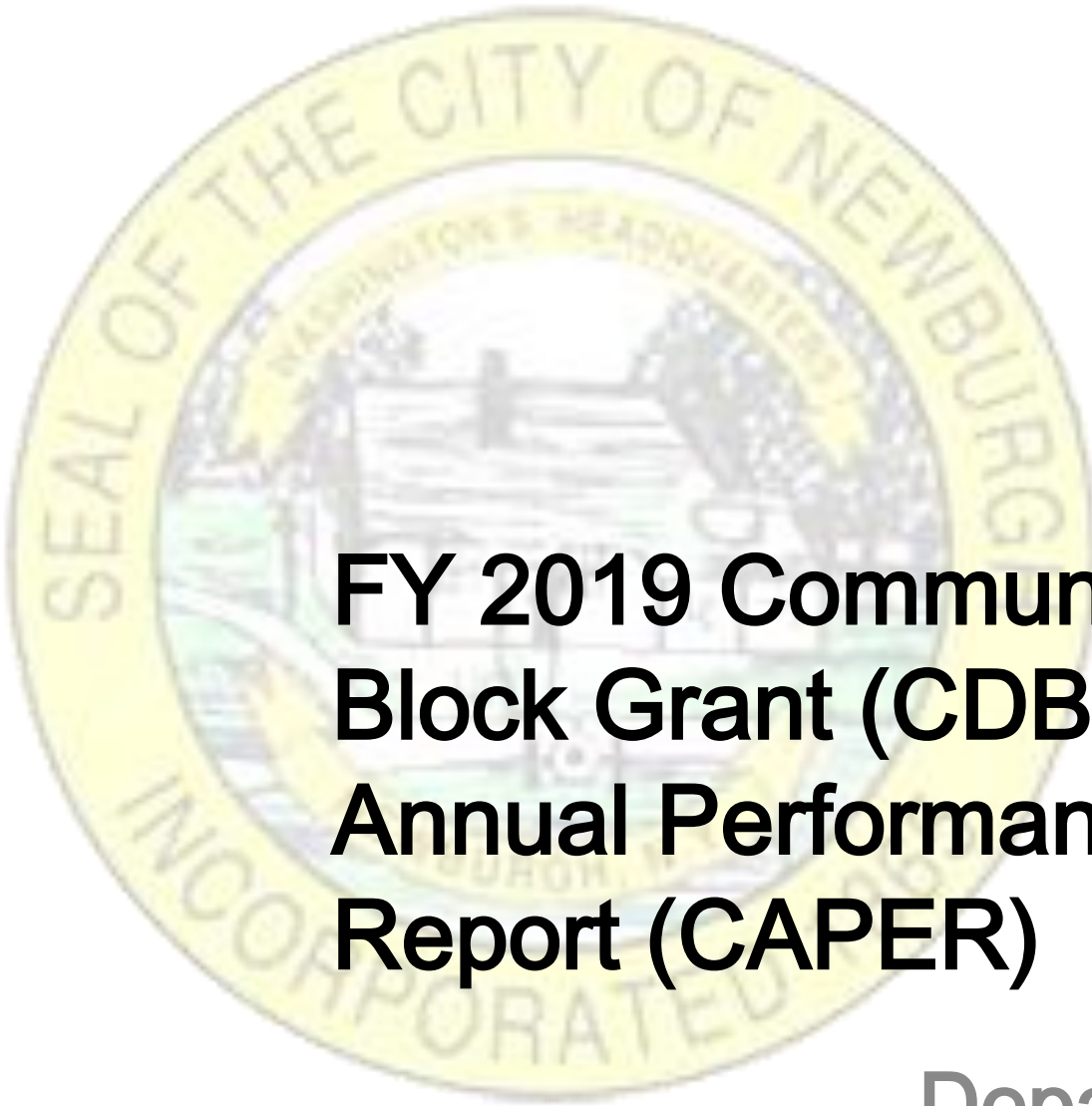
Ordinance amending Section 155-24, Suspension or Revocation of License; Penalties for Offenses, of Chapter 155, "Electrical Standards" of the Code of the City of Newburgh to increase fines for first and subsequent offenses. (Jeremy Kaufman)

13. 4-way stop at Fullerton Avenue and First Street

Ordinance amending Section 288-66 of the Code of Ordinances adding stop signs at the intersection of Fullerton Avenue and First Street. (Joseph Donat)

Executive Session/ Sesión Ejecutiva

14. Proposed, pending or current litigation

The seal of the City of Newburg is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURG" in black. Inside this is a smaller circle with a yellow background and the text "WASHINGTON'S HEADQUARTERS" in black. The center of the seal features a detailed illustration of a cityscape with a large building, a bridge, and a river.

FY 2019 Community Development Block Grant (CDBG): Consolidated Annual Performance and Evaluation Report (CAPER)

Department of Planning &
Development
January 2020



Consolidated Annual Performance and Evaluation Report (CAPER)



- The primary purpose of the CAPER is to report on accomplishments of funded activities within the program year and to evaluate the grantee's progress in meeting one-year goals described in the Annual Action Plan and long-term goals described in the Consolidated Plan.
- Also provides grantees an opportunity to evaluate the effectiveness of their programs.



Consolidated Annual Performance and Evaluation Report (CAPER)



- The CAPER is submitted to the United States Department of Housing and Urban Development (HUD) within 90 days after the end of its program year.
- Submitted to HUD through the Integrated Disbursement and Information System or “IDIS.”



FY2019: Year 5 of the 5 Year Plan 2015 - 2019



Summary of FY2019 Projects/Activities



FY2019 Projects/Activities

- Infrastructure
- In Rem Property Program
- Community Policing
- Administration

FY2019 Projects/Activities

Infrastructure Project

Priority Need Supported: Public Improvements/Infrastructure

Summary:

- 59 ADA curb ramp upgrades to intersections in the City of Newburgh. Part of larger city-wide sidewalk, curb ramp and paving infrastructure project.
- CDBG Infrastructure funds spent in 2019: \$697,000.00 (from FY2018 and FY2019 funding)

**NE Corner
Liberty St./2nd St.**



FY2019 Projects/Activities

In Rem Property Project

Priority Need Supported: Housing

Summary:

- 3 City of Newburgh employees
- In Rem Property Team maintained the habitability of 100 properties returned to the City of Newburgh through the foreclosure process.

Activities included:

- Securing properties/Adding New locks
- Light property maintenance such as mowing, snow removal

CDBG In Rem Property Spent in 2019:

\$162,418.00



FY2019 Projects/Activities

Community Policing/Neighborhood Services Project Priority Need Supported: Public Service Programs for Elderly and Youth

Summary: Community Policing/Neighborhood Services activities in the City of Newburgh.

- Summer Film Festival: Outreach to approximately 3,000 film attendees over 6 weeks. Outreach included notice of Police Officer Exam, Summer Food Programs, Orange County Department of Health programs (Ex. Lead testing), other City of Newburgh non-profit programming.
- National Night Out: Outreach to 5,000 attendees.
- CDBG Community Policing/Neighborhood Services Funds spent in 2019: \$17,928.60



FY2019 Projects/Activities

Administration

Summary: Supports the Administrative activities for the Community Development Block Grant, including salary and benefits for the Director of Community Development, as well as public notice and mail costs, Spanish interpretation and translation.

CDBG Administration Funds spent in 2019: \$97,960.00



FY2019 Projects/Activities

Additional FY2019 Funds remaining to support the following Projects scheduled in FY2020:

- \$174,000.00: Match to Federal Share (\$463,000.00) of the Transportation Alternatives Program (TAP) funded “Liberty St. Streetscape and Sidewalk Improvement” Project.
- \$21,000.00: Support to City of Newburgh Water Department Emergency (Homeowner) Water Line/Lead Line Repair Assistance Program.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Newburgh carried out projects in 2019:

Infrastructure: 59 ADA curb ramps were upgraded to intersections in the City of Newburgh. This project is part of a larger city-wide sidewalk, curb ramp and paving infrastructure project, in order to meet the need of improved transportation access in the City of Newburgh.

In Rem Property Program: Maintenance of the habitability of 100 residential properties returned to the City of Newburgh through the foreclosure process.

Community Policing: Community Policing and services outreach provided through the Summer Film Festival and National Night Out.

Administration: Support services to the Community Development Block Grant, including publishing public notices, processing payment vouchers, report preparation, Spanish translation and interpretation services and salary of the Director of Community Development.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Economic Development	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	1000	100.00%		0	
Economic Development	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	3	3	100.00%			
Economic Development	Non-Housing Community Development	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	3	3	100.00%	0	0	
Economic Development	Non-Housing Community Development	CDBG: \$	Other	Other	0	0			0	
Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	47885	171.02%	697000	697000	100.00%
Public Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	51155	182.70%	1000	23155	2,315.50%

Public Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	900	2050	227.78%	18000	18000	100.00%
Public Services	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Priority Needs

Infrastructure: 59 ADA curb ramps were upgraded to intersections in the City of Newburgh. This project is part of a larger city-wide sidewalk, curb ramp and paving infrastructure project, in order to meet the need of improved transportation access in the City of Newburgh.

Housing: The In Rem property team provided maintenance of the habitability of 100 residential properties returned to the City of Newburgh through the foreclosure process. This project meets several goals, including preserving housing stock and reducing slum and blight.

Public Services: Community Policing and services outreach provided through the Summer Film Festival and National Night Out. These programs provided public service outreach as well activities for youth.

Administration: Support services to the Community Development Block Grant, including publishing public notices, processing payment vouchers,

report preparation, Spanish translation and interpretation services and salary of the Director of Community Development.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HTF
White	200	0
Black or African American	700	0
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	900	0
Hispanic	600	0
Not Hispanic	300	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data in Table 2 is approximate. Of the families and individuals participating in the Community Policing Summer Film Festival and National Night Out, 80% were minorities. The City of Newburgh Children's Summer Film Festival is open to all City of Newburgh residents. However, in order to reach as many low-income families who may have transportation restrictions, the festival was held at the Safe Harbors Green, located on the corner of Broadway and Liberty St. This is a walkable location on the East-End of the City of Newburgh, a target area for low-income activities. The festival was attended by families and individuals, approximately 80% minority.

The In Rem Project assisted the following ethnic groups: 39% Latino or Hispanic, 61% Not-Hispanic or Latino. The racial categories assisted by the In Rem Project include: 6% Asian, 14% Black or African American, 77% White, 2% identify as Other.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	838,786	975,378

Table 3 - Resources Made Available

Narrative

\$975,378 was expended for activities during the 2019 program year. Note: Infrastructure activities were funded with FY2018 and FY2019 dollars.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tracts 4 & 5	70	80	In Rem Property Project, ADA Sidewalk and Curb Cut Project, Summer Film Festival
City Wide	30	20	In Rem Property Project, ADA Sidewalk and Curb Cut Project, Summer Film Festival

Table 4 – Identify the geographic distribution and location of investments

Narrative

The majority of the CDBG projects took place in Census Tracts 4 and 5.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Complete Streets, Liberty Street Streetscape and Sidewalk Project: The City of Newburgh was awarded a Transportation Alternatives Program (TAP) grant from the New York State Department of Transportation in the amount of \$400,000.00. The funds are to be used for a (new) complete street oriented streetscape design replacement of one block of City sidewalks in the heart of the City of Newburgh's Historic downtown, along Liberty St, between Broadway and Ann Street. Community Development Block Grant (CDBG) funding is used to match the TAP funds.

ADA Curb Cuts: The "ADA Curb Cuts" project is part of a larger City of Newburgh street improvement project. Street paving funds are provided through the New York State Consolidated Local Street and Highway Improvement Program (CHIPS) program. Federal (CDBG) funds are used for the ADA Curb Cut compliance portion of the project.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

After evaluating the former City of Newburgh CDBG-funded Emergency Homeowner Repair program, it was determined that the program was not meeting home-owner needs. The City of Newburgh offered a Homeowner Emergency Lead Line Repair program in 2019. The program, part of the City of Newburgh Water Department Lead Line Replacement Program, provides low-moderate income residents with emergency lead water service line repairs.

In 2018, Rural Ulster Preservation Company (RUPCO), a local non-profit organization specializing in community development, completed a \$15 million scattered-site project that renovated 15 abandoned properties to create 45 new affordable apartments in a four-block area of the City of Newburgh's East End. Called East End Apartments, the development is revitalizing this historic neighborhood while preserving its character. Safe Harbors of the Hudson serves as property manager. Among the development's 45 homes, seven apartments are set aside for homeless youth ages 18 to 25 and for homeless veterans. Bridges of New York, a transitional housing program for alcoholism and drug dependency, will coordinate support services. Another 12 apartments are targeted for tenants involved in the arts or literary area.

Discuss how these outcomes will impact future annual action plans.

The City of Newburgh will consider increase in program funding for successful program outcomes.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual	HTF Actual
Extremely Low-income	0	0	0
Low-income	0	0	
Moderate-income	0	0	
Total	0	0	

Table 7 – Number of Households Served

Narrative Information

The City of Newburgh offered an Emergency Homeowner Lead Line . After evaluating the existing program, it was determined that the program was not adequately meeting homeowner needs. For example, a homeowner requested repairs of a porch railing, but upon further inspection, it was identified that the home also needed several other repairs. The City of Newburgh has proposed to revamp the program as a "Homeowner Assistance " program, providing repairs, as well as other assistance such as information about energy efficient appliances and business resources for owner-occupied apartment buildings. Due to the delay in HUD funding, as well as management changes in the City of Newburgh, it is anticipated that the new "Homeowner Assistance " program will debut in 2019.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Newburgh Ministry provides a homeless shelter on Johnston St. Social service assistance, as well as healthcare is provided. In conjunction with the ESPRI-funded "Fragile Economies" project, the Newburgh Ministry provides financial stability assistance, as well as improved health and wellness and resiliency through peer coaching to several at-risk families in the City of Newburgh.

The Newburgh Ministry also operates a seasonal walk-in shelter at a City of Newburgh-owned building, 104 S. Lander St. Social Service assistance is provided to the walk-in guests of the shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

City of Newburgh partners with services such as Regional Economic Community Action Program (RECAP) and Orange County Department of Social Services to address emergency shelter and transitional housing needs of homeless persons. Other partners include Safe Harbors of the Hudson, the Newburgh Ministry and a growing number of organizations providing services to the formerly incarcerated (ex. Exodus Transitional Community).

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Social service agencies and organizations in the City of Newburgh such as Exodus Transitional Community, Bridges of New York and Renwick Recovery, Inc., work to address and promote programs for vulnerable persons and families. In 2017, the NYS Governor's Office commenced the Empire State Poverty Reduction Initiative (ESPRI). ESPRI held a community listening session, as well as convened several task forces, including housing, workforce development, healthcare and wellness. The focus of ESPRI 2019 was to implement several support projects, including the "Fragile Economies Project" and the "Hasbrouck Park Project."

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

RECAP and Orange County Department of Social Services address the housing transition needs for homeless individuals and families, as do a growing number of service organizations, such as Exodus Transitional Community, Bridges of New York, Renwick Recovery, Inc. and Project L.I.F.E.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

City of Newburgh staff continue to meet with the Director of the Newburgh Housing Authority (NHA) on a regular basis regarding any public housing needs. All CDBG programs and City of Newburgh jobs are advertised at the NHA site.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The "City of Newburgh - Housing Resource Guide" and information on how to apply for an fianance a City-owned property are shared with public housing residents. The Newburgh Community Land Bank has been awarded funding through the New York State Attorney General for a "Neighbors for Neighborhoods" Affordable Rental Housing Program. The purpose of the program is to encourage neighborhood residents to rehabilitate properties in their own neighborhood, and maintain the property as affordable rental housing.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Newburgh supports the potential of affordable housing throughout the City of Newburgh. Fees related to land use procedures have been significantly reduced and zoning relaxed to provide more accessibility.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Newburgh has a population in which at least 50% identify as Latinx. Spanish interpretation is provided at CDBG-related meetings (ex. Public Hearings). Spanish translation and dissemination of program materials into Spanish, as well as in English, is required by the City of Newburgh under the Language Access Plan.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Coordination between Lead Safe Orange and City of Newburgh Code Compliance of City of Newburgh-owned properties.

The City of Newburgh is planning to apply for a Lead remediation grant through HUD's Office of Lead Hazard Control and Healthy Homes (OLHCHH).

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

In 2017, the NYS Governor's Office commenced the Empire State Poverty Reduction Initiative (ESPRI) in the City of Newburgh. The City of Newburgh ESPRI is managed by United Way of Dutchess-Orange Region.

ESPRI held a community listening session, as well as convened several task forces, including housing, workforce development, healthcare and wellness. The focus of ESPRI 2019 was to implement the Newburgh Ministry managed "Fragile Economies Project." The Fragile Economies Project aims to help low income families achieve financial goals and establish a savings cushion to help with life's unexpected events and emergencies. Families work with peer coaches to set goals, create an action plan, and stay on track. Families are connected to support where needed.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Fees related to land use procedures have been significantly reduced and zoning relaxed to provide more accessibility. In addition, the City of Newburgh has developed a more streamlined land use board

process, to enhance accessibility.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Newburgh takes a lead in the Newburgh Housing Coalition, which includes Habitat for Humanity of Greater Newburgh, PathStone (HUD Homeowner training), Orange County Social Services, Safe Harbors of the Hudson and the Newburgh Community Land Bank. The City of Newburgh also participates in the Orange County Housing Planning Committee, which has even broader outreach and member organizations.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Homeownership preparation and training through Pathstone, Independent Living and Habitat for Humanity of Greater Newburgh. Introduction of Tenants Responsibilities and accompanying public workshops are also provided.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In compliance with City of Newburgh procedures, the Notice of a 15-Day Public Comment Period for the 2019 CAPER was submitted to 4 local newspapers as well as a Spanish language publication/social media. The newspapers include the Times Herald Record, The Sentinel, Hudson Valley Press and the Times Community Papers (Mid-Hudson Times) and La Voz. The CAPER will be available for public comment from 02/25/2020 - 03/11/2020. The CAPER will be posted on the City of Newburgh website. Hard-copies of the CAPER will be available at City of Newburgh, City Hall, 83 Broadway, in the Clerk's Office and in the Planning & Development office, 123 Grand St., and at the Newburgh Free Library, 124 Grand St. The 2019 CAPER Public Hearing is scheduled for 02/24/2020.

The CAPER will also be distributed to the Community Development Block Grant [Citizens] Advisory Group.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in the City of Newburgh's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-56 - HTF 91.520(h)

Describe the extent to which the grantee complied with its approved HTF allocation plan and the requirements of 24 CFR part 93.

The City of Newburgh does not manage the Housing Trust Fund (HTF) award. HTF is awarded to New York State Homes and Community Renewal.

Tenure Type	0 – 30% AMI	0% of 30+ to poverty line (when poverty line is higher than 30% AMI)	% of the higher of 30+ AMI or poverty line to 50% AMI	Total Occupied Units	Units Completed, Not Occupied	Total Completed Units
Rental	0	0	0	0	0	0
Homebuyer	0	0	0	0	0	0

Table 15 - CR-56 HTF Units in HTF activities completed during the period

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE
AND ACCESS AGREEMENT WITH
CENTRAL HUDSON GAS & ELECTRIC CORPORATION AND
ITS CONTRACTED AGENTS TO ALLOW ACCESS
TO CITY OWNED PROPERTY IN CONNECTION WITH A
GAS MAIN RELOCATION PROJECT UNDER THE NEW YORK STATE THRUWAY**

WHEREAS, Central Hudson Gas & Electric Corporation (“CHG&E”) is undertaking a gas main relocation project underneath the New York State Thruway (I-87) at New York State Route 207; and

WHEREAS, the gas main relocation project underneath the New York State Thruway (I-87) at New York State Route 207 includes temporary laydown, staging and storage yard/area for vehicles, equipment, pipes apparatus, and pipe string out for direction bore location on the City’s water supply property located adjacent to the project site, which is owned and controlled by the City and identified as Section 4, Block 3, Lot 1.1 on the official tax map of Orange County (“the City Property”), as set forth on the map or plan hereto attached and made a part hereof; and

WHEREAS, CHG&E wishes to begin the work at the project site, and the City agrees to provide access to CHG&E to the portions of the City Property to allow CHG&E to perform the work, subject to the conditions provided within the attached agreement; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

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 license and access agreement, in substantially the same form annexed hereto, with Central Hudson Gas & Electric Corporation and their contracted agents to allow them access to City owned property in connection with the gas main relocation project underneath the New York State Thruway (I-87) at New York State Route 207, New Windsor, New York.

LICENSE and Access Agreement

THIS LICENSE, made as of this ____ day of _____, 2020 granted by **CITY OF NEWBURGH having its principal office at 83 Broadway Newburgh, NY 12550** (hereinafter referred to as "Licensor" or City of Newburgh) to **CENTRAL HUDSON GAS and ELECTRIC CORPORATION having an address of 284 South Ave Poughkeepsie, NY 12601**(hereinafter referred to as "Licensee").

Licensee has requested that Licensor allow Licensee to have access to a specific portion of Licensor's property for the specific purpose(s) set forth below. Licensee has represented to Licensor that Licensee will exercise due care in conducting the specific purpose(s) allowed by this License.

Permission and license ("License") is hereby granted to Licensee, to use a portion of property owned by Licensor located in the Town of New Windsor, County of Orange, State of New York, more particularly identified as Section 4, Block 3, Lot 1.1 on the official tax map of Orange County ("the City Property").

The portion of the City Property to which this License applies is shown and identified on the plan attached as Exhibit-A, and the License granted herein shall not relate or apply to any other portion of the City Property. The portion of the City Property to which the License relates is hereinafter referred to as the "License Area."

Licensee's use of the License Area pursuant to this License is limited to the following purpose(s): To use as a temporary laydown, staging and storage yard/area for vehicles, equipment, pipes apparatus, and pipe string out for direction bore location to be performed under the New York State Thruway (I-87) at New York State Route 207 (such actions being hereinafter referred to as the "Permitted Use").

This License for the Permitted Use is granted subject to the following terms and conditions:

1. This License is a non-exclusive License and shall be revocable at will by Licensor in accordance with Paragraph 2 below.
2. The term of this License shall commence on the date first set forth below as the date of Licensee's acceptance, and shall continue until revoked by Licensor or terminated by Licensee as provided for herein. This License shall be revocable at will by Licensor its successors or assigns at any time upon written notice to Licensee. This License may be terminated by Licensee at any time upon written notice to Licensor. Upon termination or revocation of this License, Licensor at its discretion, may require Licensee to return the License Area to its pre-encroachment and pre-permitted use condition within thirty (30) days after such termination reasonable wear and tear excepted. All costs involved in restoring the License Area to its Original Condition shall be borne by Licensee.

3. The Permitted Use shall not be changed or altered, nor shall it be enlarged, enhanced or expanded, nor shall it be relocated to any other site within the City Property without in each instance Licensee securing the prior written consent of Licensor.
4. This License shall not be assigned by Licensee nor sub-licensed by Licensee, without the prior written consent of Licensor, which such consent may be granted or denied in Licensor's reasonable discretion. Licensee acknowledges that J Mullen & Sons Construction Co, Inc. shall act as a subcontractor for the Licensee and shall also use the License Area for the Permitted Use. Licensee shall submit all required insurance documents of subcontractor's insurance to Licensor in accordance with Section 7, prior to the execution of this agreement.
5. The use of the License Area pursuant to this License shall not unreasonably interfere with, obstruct or endanger Licensor's use of the City Property or License Area.
6. Licensee shall provide a site restoration bond in the amount of \$15,000 due upon execution of this agreement. Bond shall be maintained for the entire term of this agreement and for 60 days following termination or expiration of this agreement.
7. The Licensee shall be required to provide evidence of Commercial General Liability Insurance and Automobile Liability insurance covering claims for personal injury (including bodily injury and death), property damage (including loss of use thereof) and contractual liability in an amount of not less than \$3 million per occurrence. The Licensee Commercial General Liability insurance limits shall apply on a per-project or per-contract basis and shall name Licensor, its officers and employees as an additional insured. The additional insured endorsement applicable to the Licensee Commercial General Liability insurance must be at least as broad as would be provided by ISO form CG 00 01 (0413). In addition, the Licensee shall furnish, maintain and provided evidence of Workers' Compensation and Employers' Liability insurance providing statutory coverage for the State of New York with Employers' Liability limits of \$1 million. The Licensee is responsible for providing satisfactory proof of their insurance to Licensor prior to executing the agreement.
8. All costs and expenses associated with the Permitted Use and operation on the License Area shall be borne by and be the responsibility of Licensee.
9. In the event of a default by Licensee of any of its obligations pursuant to the terms and provisions of this License, including the failure to restore the Permitted Use and/or remove any other structure, obstruction or encroachments placed within the confines of the City Property by Licensee, upon demand by Licensor to remove same and/or after termination and/or revocation of this License in accordance with paragraph "2" hereof, Licensor shall be entitled to (i) exercise self-help in that Licensor may enter the City Property and License Area and restore the Permitted Use, at the cost and expense of Licensee, from the City Property, or (ii) seek an

immediate restraining order and injunction enjoining and directing Licensee, its successors or assigns to comply with the terms and provisions of this License including the restoration of the Licensed Area and removal of any other obstruction, encroachment or structure placed by Licensee, from the Property, at Licensee's sole cost and expense. Licensee agrees that a default in the terms and provisions of this covenant, and particularly, its obligation to restore the Permitted Use and/or other obstruction, encroachment or structure after revocation and/or termination in accordance with paragraph "2" hereof, will cause Licensor irreparable injury and harm, no adequate remedy at law exists and that Licensor shall be entitled to enjoin and restrain such default and failure to restore. The right of Licensor to pursue the self-help remedy or to seek a restraining order and/or injunction in accordance with this paragraph, shall be in addition to any and all other rights or remedies Licensor may have at law, or in equity by statute or otherwise, and all such rights shall be cumulative.

10. To the fullest extent permitted by law, Licensee hereby agrees to indemnify, defend (at the option of Licensor) and hold harmless Licensor, its elected officials, officers, board members, employees or agents from and against any and all losses, charges, claims, demands, suits, actions, costs, expenses (including reasonable attorney's fees), damages, causes of action, judgments, and liabilities for personal injury (including death to any person) and/or for damage or injury to the property of any person (including Licensor's property) incident to or which may arise from or is alleged to arise in any manner from the negligent exercise of Licensee's rights under this License or in any manner related to the negligent use of the Permitted Use, City Property or License Area by Licensee or any person authorized, hired or employed by Licensee or any person entering the City Property or License Area with Licensee's knowledge or permission or negligently using the facilities thereon.
11. Licensee agrees to install orange construction fencing around the perimeter of the Permitted Use area as shown in Exhibit-A. This fencing shall be maintained in good condition during the entire term of the license agreement. Construction fencing shall be placed no closer than 15 feet to the centerline of the City's 16 inch Raw Water Transmission Main as delineated on the site by the City. No access shall be permitted within 15 feet of the centerline of the 16 inch Raw Water Transmission Main.
12. Dig Safely NY 811. Licensee agrees to require that all contractors and subcontractors strictly adhere to the requirements of Dig Safely New York 811 for utility mark-outs on the Permitted Use area. Licensee further represents that they will incur all costs associated with any required private mark-outs as necessary to locate underground utilities within the excavated area or the construction/material staging area, and shall maintain such utility mark-outs for the duration of the License Agreement. Licensee shall require, and provide proof to the Licensor, that all excavation contractors on the Permitted Use area are Dig Safely New York 811 Certified Excavators.

13. Licensee shall release the Licensors of any responsibility for environmental contamination caused by Licensee's activities on the License Area. All costs associated with soil removal and restoration shall be funded solely by the Licensee. Licensee agrees to comply with all current environmental regulations related to soil disturbances, disposal criteria, erosion & sediment control, control of dewatering discharges, and agrees to follow all best management practices while operating on the property.
14. Term. Until the earlier of January 1, 2021, or the termination of this Agreement, unless modified by both Parties, this Agreement shall remain in effect and Licensee shall maintain all rights in accordance therewith.
15. It is understood and agreed that no vested right in the City Property is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the City held the City Property prior to the execution of this Agreement.
16. Waiver. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.
17. Severability. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as permitted by law.
18. Entire Agreement. This Agreement, together with Exhibit-A, represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.
19. Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with, and be governed by, the laws of the State of New York.
20. Licensee shall pay the Licensors a site access fee in the amount of \$1,000 due upon execution of this agreement.

Please indicate Licensee's acceptance of the above terms and conditions by signing and returning to City of Newburgh both notarized copies of this License Agreement. After execution by City of Newburgh, the License Agreement will be returned to you.

SIGNATURE PAGE TO FOLLOW

CITY OF NEWBURGH

By: _____
Joseph P. Donat – City Manager

The foregoing License and the terms and conditions set forth herein are hereby accepted
this _____ day of _____, 2020.

CENTRAL HUDSON GAS AND ELECTRIC CORPORATION

By: _____
Luke E. Mangels - Supervisor Real Property Services

APPROVED AS TO FORM:

Todd Venning
City Comptroller

Michelle Kelson
Corporation Counsel

ACKNOWLEDGMENT OF LICENSOR:

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

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

Notary Public

ACKNOWLEDGMENT OF LICENSEE:

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

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

Notary Public

RESOLUTION NO.: _____-2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER
WITH CH ENERGY GROUP, INC.**

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the removal of three LED2900 lamps and one LED3600 lamp on poles numbered 110934, 21458, 21685, and 1431, and the installation of six LED6800 lamps on poles numbered 110934, 2108, 21458, 21681, 21685, and 1431, all located on Lutheran Street; and

WHEREAS, there will be a cost to the City of Newburgh of \$13.67 per lamp per monthly period for this change;

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 amendment to the Street Lighting Authority Order.

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
WATER QUALITY SAMPLING AND ANALYSIS OF BROWNS POND
AT A COST OF \$8,975.00**

WHEREAS, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful algal blooms as the City's back up water supply; and

WHEREAS, a water quality monitoring program will focus on proactive management of monitoring for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality sampling and analysis of Browns Pond; and

WHEREAS, the cost for such professional services will be \$8,975.00 and funding shall be derived from F.8389.0448.5022.0000; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to a Water Quality Sampling and Analysis Program for Browns Pond at a cost of \$8,975.00.

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 24, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 103 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 13)
AT PRIVATE SALE TO DEEARAH R. WRIGHT WILEY AND STEPHEN T. WILEY
FOR THE AMOUNT OF \$159,900.00**

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 103 Washington Street, being more accurately described as Section 39, Block 3, Lot 13 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 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 29, 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>
103 Washington Street	39 - 3 - 13	DeeArah R. Wright Wiley Stephen T. Wiley	\$159,900.00

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

103 Washington Street, City of Newburgh

(SBL: 39-3-13)

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 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 **\$3,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Date: _____

DeeArah R. Wright Wiley

Stephen T. Wiley

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 24, 2020

**RESOLUTION AMENDING RESOLUTION NO: 288-2019,
THE 2020 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER FUNDS FOR 123 GRAND STREET IMPROVEMENTS**

WHEREAS, the City of Newburgh was awarded a New York State Homes and Community Renewal (“HCR”) Affordable Housing Corporation Grant AHC-5GG53 in the early 1990s and was administratively closed in July 2010 by HCR with \$115,129.98 remaining in two City of Newburgh Accounts; and

WHEREAS, HCR advises that since the grant has been closed since 2010, the City may elect to transfer the money to cover ongoing improvements at 123 Grand Street; and

WHEREAS, the election requires an adjustment to the 2020 Budget to reflect the reallocation and transfer of the grant funds to revenue and expense lines from which the funds can be used for improvements to 123 Grand Street; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
AU.0000.0200.0002	\$ 956.50	
DR.0000.0200.0006	\$114,173.48	
Revenue: A.0000.2701		\$115,129.98
Expense: A.1620.0208.0001		\$115,129.98

RESOLUTION NO.: _____ - 2020

OF

FEBRUARY 24, 2020

**A RESOLUTION DECLARING 12 FREE-STANDING UNIMAC WASHING MACHINES
AND 16 FREE-STANDING SPEED QUEEN DRYERS
FROM 185 BROADWAY AS SURPLUS AND
AUTHORIZING DISPOSITION PURSUANT TO THE CITY OF NEWBURGH'S
SURPLUS PROPERTY DISPOSITION POLICY AND PROCEDURE**

WHEREAS, the City of Newburgh acquired the property located at 185 Broadway through in rem tax foreclosure; and

WHEREAS, the City of Newburgh Department of Planning and Development has inventoried the contents of the building located at 185 Broadway and identified 12 free-standing Unimac washing machines and 16 free-standing Speed Queen dryers that are of no use to the City of Newburgh; and

WHEREAS, the Department of Planning and Development has requested that the washing machines and dryers be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the 12 free-standing Unimac washing machines and 16 free-standing Speed Queen dryers as surplus 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 12 free-standing Unimac washing machines and 16 free-standing Speed Queen dryers are declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus washing machines and dryers in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO. _____ - 2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 31 BENKARD AVENUE
(SECTION 45, BLOCK 5, LOT 1) IN THE CITY OF NEWBURGH UNTIL JULY 31, 2020**

WHEREAS, the City of Newburgh did convey the premises located at 31 Benkard Avenue, more accurately described as Section 45, Block 5, Lot 1 on the Official Tax Map of the City of Newburgh, by deed dated June 20, 2018; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 20, 2019; and

WHEREAS, in accordance with Paragraph 5 of the Terms of Sale, the City Manager granted the allowable 3 month extension from the original date of December 20, 2020, which will expire on March 20, 2020; and

WHEREAS, the owner of the property, 31 Benkard Avenue LLC, stated it would be unable to comply with the March 20, 2020 deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant an extension of time to rehabilitate the premises;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 31 Benkard Avenue LLC be granted an extension to rehabilitate the premises known as 31 Benkard Avenue in the City of Newburgh until July 31, 2020.

.

RESOLUTION NO.: _____-2020

OF

FEBRUARY 24, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO WILLIAM J. McCARTNEY, III TO THE PREMISES KNOWN AS
182 RENWICK STREET (SECTION 45, BLOCK 15, LOT 10)**

WHEREAS, on April 5, 2018, the City of Newburgh conveyed property located at 182 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 15, Lot 10, to William J. McCartney, III; and

WHEREAS, Mr. McCartney 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 182 Renwick Street, Section 45, Block 15, Lot 10 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 April 5, 2018, from THE CITY OF NEWBURGH to WILLIAM J. McCARTNEY, III, recorded in the Orange County Clerk's Office on April 9, 2018, in Liber 14386 of Deeds at Page 1199 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 24, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO M & N NEWBURGH DEVELOPMENT, LLC TO THE PREMISES
KNOWN AS 141 CHAMBERS STREET (SECTION 18, BLOCK 4, LOT 19)**

WHEREAS, on September 23, 2016, the City of Newburgh conveyed property located at 141 Chambers Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 4, Lot 19, to M & N Newburgh Development, LLC; and

WHEREAS, the attorney for M & N Newburgh Development, LLC 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 141 Chambers Street, Section 18, Block 4, Lot 19 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 September 23, 2016, from THE CITY OF NEWBURGH to M & N NEWBURGH DEVELOPMENT, LLC, recorded in the Orange County Clerk's Office on September 29, 2016, in Liber 14116 of Deeds at Page 959 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.

ORDINANCE NO.: _____ - 2020

OF

FEBRUARY 24, 2020

AN ORDINANCE AMENDING SECTION 288-71, SCHEDULE XIII ENTITLED
“PARKING PROHIBITED AT ALL TIMES” OF THE CODE OF ORDINANCES
TO ALLOW PARKING ON THE SOUTH SIDE OF WASHINGTON STREET
BETWEEN COLDEN STREET AND LIBERTY STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York, that Section 288-71, Schedule XIII be and is hereby amended as follows:

Section 1. Section 288-71. Schedule XIII: Parking Prohibited at All Times, be and it hereby is amended as follows:

In accordance with the provisions of § 288-21, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Washington Street	South	From Water Street to Liberty <u>Colden</u> Street

Section 2. This Ordinance shall take effect on April 1, 2020.

Underlining denotes additions.

~~Strike through~~ denotes deletions.

ORDINANCE NO.: _____ - 2020

OF

FEBRUARY 24, 2020

AN ORDINANCE AMENDING SECTION 155-24, SUSPENSION OR REVOCATION OF
LICENSE; PENALTIES FOR OFFENSES, OF CHAPTER 155, "ELECTRICAL
STANDARDS" OF THE CODE OF THE CITY OF NEWBURGH
TO INCREASE FINES FOR FIRST AND SUBSEQUENT OFFENSES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 155-24 entitled "Suspension or Revocation of License; Penalties for Offenses" of Chapter 155, "Electrical Standards" of the Code of the City of Newburgh is hereby amended as follows:

Section 1. § 155-24. Suspension or Revocation of License; Penalties for Offenses

- (A) Any license issued hereunder may be suspended for a period of up to one year, or a license may be revoked, in the discretion of the Board, after hearing upon due notice held, upon charges given to the licensee and an opportunity to be heard in his defense in person and/or by attorney, if the Board is satisfied that the holder of such license or any of his or its officers or employees willfully or by reason of incompetence has violated any provision of this article or of any other law or of any ordinance, local law, or provision of the New York State Uniform Fire Prevention and Building Code ~~or the Building Code of the City~~ governing electrical work or requiring permits therefor. ~~or any requirements contained in the rules and regulations of the New York State Board of Fire Underwriters, known as the "National Electrical Code."~~
- (B) The Board may, ~~in lieu of~~ in addition to suspending or revoking a license hereunder, impose a fine of not exceeding ~~\$50 for the first offense and not less than \$100 nor more than \$500 for a subsequent offense~~ \$1,000 for each offense and may suspend the license until such fine is paid.

Section 2. This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

**CITY OF NEWBURGH
ELECTRICAL BOARD**

**Terry Ahlers, Acting Fire Chief
Rosanne Burton, Secretary**

55 Grand Street, Newburgh, New York

Phone: (845) 569-7415 Fax: (845) 569-7435

RESOLUTION OF THE CITY OF NEWBURGH ELECTRICAL BOARD

LET IT BE RESOLVED

At a meeting of the City of Newburgh Electrical Board meeting held on December 10, 2019, the Board hereby moves to support an amendment of the City of Newburgh Code of Ordinances, Chapter 155, Section 155-24, entitled "Suspension or Revocation of License; Penalties for Offenses" as follows:

Section 1. § 155-24. Suspension or Revocation of License; Penalties for Offenses

(A) Any license issued hereunder may be suspended for a period of up to one year, or a license may be revoked, in the discretion of the Board, after hearing upon due notice held, upon charges given to the licensee and an opportunity to be heard in his defense in person and/or by attorney, if the Board is satisfied that the holder of such license or any of his or its officers or employees willfully or by reason of incompetence has violated any provision of this article or of any other law or of any ordinance, local law, or provision of the New York State Uniform Fire Prevention and Building Code ~~or the Building Code of the City~~ governing electrical work or requiring permits therefor. ~~or any requirements contained in the rules and regulations of the New York State Board of Fire Underwriters, known as the "National Electrical Code."~~

(B) The Board may, in lieu of addition to suspending or revoking a license hereunder, impose a fine of not exceeding \$50 for the first offense and not less than \$100 nor more than \$500 for a subsequent offense \$1,000 for each offense and may suspend the license until such fine is paid.

Section 2. This Ordinance shall take effect immediately.

LET IT BE FURTHER RESOLVED

The Electrical Board urges the City Council of the City of Newburgh to pass a resolution amending Section 155-24 as written.

Electrical Board Vote (Amendment of §155-24)

Moved by: Frank Perugino

Seconded by: Ron Henry

	Aye	Nay	Abstain
Terry Ahlers, Acting Fire Chief	<u>X</u>	_____	_____
Ron Henry, Member	<u>X</u>	_____	_____
Frank Perugino, Member	<u>X</u>	_____	_____
Franklin Thompson, Member	<u>X</u>	_____	_____
William Horton, Building Inspector/ Assistant Fire Chief	Absent		

Dated: December 11, 2019

Terry Ahlers
TERRY AHLERS
ACTING FIRE CHIEF

ORDINANCE NO.: _____-2020

OF

FEBRUARY 24, 2020

AN ORDINANCE AMENDING SECTION 288-66 OF THE CODE OF ORDINANCES
ADDING STOP SIGNS AT THE INTERSECTION OF FULLERTON AVENUE
AND FIRST STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-66, Schedule VIII: Stop Intersections, be and is hereby amended to add two stop signs as follows:

Section 1. § 288-66. Schedule VIII: Stop Intersections.

In accordance with the provisions of § 288-14, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
<u>Fullerton Avenue</u>	<u>Both</u>	<u>First Street</u>

Section 2. This Ordinance shall take effect on March 1, 2020.

Underlining denotes additions
~~Strikethrough~~ denote deletions