



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
July 9, 2020
6:00 PM

Council Meeting Presentations

1. Public Hearing - Local Law to enact Section 80-3 Police Identification

There will be a public hearing on Monday, July 13, 2020 to received comments from the public concerning a proposed Local Law enacting Section 80-3 entitled "Police Identification".

Work Session Presentations

2. Five Year Paving Plan

Engineering/Ingeniería

3. Services Contract with INFRAMARK for Installation of Bar Screens at the Wastewater Treatment Plant

Resolution authorizing the City Manager to execute a contract with Inframark, LLC in the amount of \$86,654.00 for the bar screen installation in the Wastewater Treatment Plant Grinder Replacement Project

4. Proposal with CJS Engineering for Construction Inspection Services Related to the Bar Screen Replacement Project

Resolution authorizing the City Manager to accept a proposal and execute a contract with CJS Engineering, P.C. in the amount of \$16,100.00 for professional engineering inspection services for the bar screen replacement in the Wastewater Treatment Plant Grinder Replacement Project

5. PIN#8761.91 Liberty Street Streetscape and Sidewalk Improvements Project Award of Bid#3.20

Resolution authorizing the award of Base Bid, Alternate No. 2 and Alternate No. 3 and the execution of a contract with Consorti Bros. Paving & Sealcoating, Inc. for construction in the Liberty Street Streetscape Improvements Project in a total amount not to exceed \$749,395.00.

6. PIN#8761.91 Liberty Street Streetscape and Sidewalk Improvements Project Construction Inspection and Oversight Proposal with Maser Consulting

Resolution authorizing the City Manager to accept a proposal and execute a contract with Maser Consulting, P.A. for professional engineering services in the amount of \$122,620.56 in the Liberty Street Streetscape Improvements Project

Planning and Economic Development/Planificación y Desarrollo Económico

7. 104 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 JWC JEWLS, LLC to the premises known as 104 Renwick Street (Section 45, Block 5, Lot 21)
8. 50 City Terrace - Release of Restrictive Covenants
Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Joseph W. Ariano to the premises known as 50 City Terrace (Section 29, Block 5, Lot 39)
9. 24 Lander Street - Release of Covenants
Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Carl Turnquest to the premises known as 24 Lander Street (Section 30, Block 3, Lot 18)
10. 121 William Street - Release of Restrictive Covenants
Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Lydia Rodriguez to the premises known as 121 William Street (Section 45, Block 15, Lot 16)
11. 41 Liberty Street - Extension of Time to Rehabilitate
Resolution authorizing an extension of time to rehabilitate the premises known as 41 Liberty Street (Section 39, Block 5, Lot 26) in the City of Newburgh until July 12, 2021
12. Purchase of 182 Broadway
Resolution to authorize the conveyance of real property known as 182 Broadway (Section 30, Block 1, Lot 32) at private sale to Joseph Mullokandov for the amount of \$120,000.00
13. Purchase of 185 Broadway
Resolution to authorize the conveyance of real property known as 185 Broadway (Section 36, Block 1, Lot 2) at private sale to Joseph Mullokandov for the amount of \$160,000.00
14. Purchase of 63 Carson Avenue
Resolution to authorize the conveyance of real property known as 63 Carson Avenue (Section 45, Block 7, Lot 5) at private sale to Alexandra Cordero and Javier Cordero for the amount of \$40,000.00
15. Purchase of 66 Carson Avenue
Resolution to authorize the conveyance of real property known as 66 Carson Avenue (Section 45, Block 6, Lot 30) at private sale to Jose E. Mera and Lorena A. Gonzalez for the amount of \$62,000.00
16. Purchase of 234 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 Ellen Dermody for the total amount of \$21,000.00

Grants/Contracts/Agreements / Becas /Contratos/Convenios

17. Mayor's Summer Youth Employment Initiative - Agreement with Boys & Girls Club

Resolution authorizing the City Manager to enter into an agreement with the Boys and Girls Club of Newburgh, Inc. for the Mayor's Summer Youth Employment Initiative to provide work for City of Newburgh youth during the summer of 2020

18. Resolution to Schedule a Public Hearing and Open a 30-Day Public Comment Period for the FY2021 Community Development Block Grant (CDBG) Annual Action Plan

Resolution opening a 30-day public comment period and scheduling a public hearing for August 10, 2020 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant program for the Annual Action Plan for Fiscal Year 2021

19. NEA Grants for Arts Projects

Resolution authorizing the City Manager to apply for a National Endowment for the Arts Grants for Arts Projects program grant in the amount of \$50,000.00 with a \$50,000.00 match to fund a Newburgh 4-Ward Arts Rally

Executive Session/ Sesión Ejecutiva

20. Proposed, pending, or current litigation

RESOLUTION NO.: 140 - 2020

OF

JUNE 22, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JULY 13, 2020
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
CHAPTER 80 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO ADD SECTION 80-3 ENTITLED "IDENTIFICATION OF POLICE OFFICERS"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law adding Section 80-3 entitled 'Identification of Police Officers' to Chapter 80 of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 13th day of July, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the July 13, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed local law as follows:

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

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_nMOHSnxtRHmNW3qYXN- Ew. Please note that there is an underscore between the "N" and "n" and between the "-" and "E").

To register in advance for this webinar in order to provide comments during the hearing:
https://zoom.us/webinar/register/WN_nMOHSnxtRHmNW3qYXN- Ew. Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Friday, July 10, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

I, Lorene Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 6/22/20
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 22 day of June 2020

City Clerk

LOCAL LAW NO.: _____ - 2020

OF

_____, 2020

**A LOCAL LAW ADDING SECTION 80-3 ENTITLED
“IDENTIFICATION OF POLICE OFFICERS”
TO CHAPTER 80 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Section 80-3 entitled “Identification of Police Officers” be and is hereby added to Chapter 80 of the Code of Ordinances and enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law adding Section 80-3 entitled ‘Identification of Police Officers’ to Chapter 80 of the Code of Ordinances of the City of Newburgh”.

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to enact new Section 80-3 to Chapter 80 entitled “Identification of Police Officers” to read as follows:

§ 80-3 Identification of Police Officers

- A. Legislative findings, intent and purpose. The City Council of the City of Newburgh finds that the people of the City of Newburgh are in great debt to the hard work and dedication of police officers in their daily duties. The Council further finds that mistrust of law enforcement officers based on real or perceived discrimination hinders law enforcement efforts and is a threat to public safety. The City of Newburgh Police Department policy already requires that officers provide their name and/or badge number to any individual that requests the information. By requiring police officers to provide the public with identifying information, offering a contact card, and notice of the reasons for their encounters with the police will increase transparency in police practices and to build trust between police officers and members of the public.
- B. Definitions. As used in this section, the following terms have the following meanings:

DEPARTMENT means the City of Newburgh Police Department.

LAW ENFORCEMENT ACTIVITY means any of the following activities when conducted by an officer:

1. Noncustodial questioning of individuals;
2. Stops where an officer has an individualized, reasonable suspicion that the person stopped has committed, is committing, or is about to commit a crime and where a reasonable person would not feel free to end the encounter at will;
3. Frisks;
4. Searches of persons, property, or possessions, including but not limited to searches of homes and vehicles;
5. Traffic stops;
6. Roadblock or checkpoint stops; and
7. Investigatory questioning of victims of or witnesses to crimes.

NON-CUSTODIAL QUESTIONING means the questioning of an individual during an investigation where such individual has not been detained and is free to end the encounter at will.

OFFICER means a sworn police officer of the City of Newburgh Police Department.

C. Upon initiation of a law enforcement activity, an officer shall:

1. Identify himself or herself to the person who is the subject of such law enforcement activity by providing his or her full name, rank and command;
2. Provide to such person an explanation of the reason for such law enforcement activity; and

D. At the conclusion of a law enforcement activity that does not result in an arrest or ticket, the officer shall offer to such person, the officer's business card.

E. An officer shall not be required to comply with this section where such officer is engaged in an approved under cover activity or operation, and the law enforcement activity is taken pursuant to such undercover activity or operation.

F. Any business cards used by an officer to identify himself or herself to a person who is the subject of a law enforcement activity shall be pre-printed and include, at a minimum:

1. The name, rank, badge number and police department of the officer; and
2. Information on how the subject of the law enforcement activity may submit comments or complaints about the encounter, including the telephone numbers and website addresses of the City of Newburgh Police Community Relations and Review Board.

SECTION 4 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 5 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances affected thereby.

SECTION 6 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 7 - EFFECTIVE DATE

This Local Law and shall be effective ninety (90) days from the date of enactment and after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH INFRAMARK, LLC IN THE AMOUNT OF \$86,654.00
FOR THE BAR SCREEN INSTALLATION IN THE
WASTEWATER TREATMENT PLANT GRINDER REPLACEMENT PROJECT**

WHEREAS, by Resolution No. 30-2020 of February 10, 2020, the City Council of the City of Newburgh awarded to a bid and authorized a contract with Duperon Corporation for the manufacture and supply of equipment, including two mechanical bar screens, for the City of Newburgh Wastewater Treatment Plant Grinder Replacement Project (the “Project”); and

WHEREAS, Inframark, LLC, is the operator of the City’s Wastewater Treatment Plant and is qualified to install the new bar screens in accordance with the Wastewater Treatment Plant Operations and Maintenance Manual; and

WHEREAS, the Wastewater Treatment Plant Operations and Maintenance Manual provides that Inframark, LLC may perform the bar screen installation as additional services by mutual consent and for a fee negotiated by the parties; and

WHEREAS, Inframark, LLC has submitted a services contract for the bar screen installation with the funding derived from New York State Environmental Facilities Corporation funding HG1.8197.0200.8168.2017; and

WHEREAS, the City Council finds that entering into an additional services agreement with Inframark, LLC 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 City Manager is hereby authorized to execute an agreement with Inframark, LLC in the amount of \$86,654.00 for the installation of the bar screens in the Wastewater Treatment Plant Grinder Replacement Project.

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RESOLUTION NO.: _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH CJS ENGINEERING, P.C.
IN THE AMOUNT OF \$16,100.00 FOR PROFESSIONAL ENGINEERING INSPECTION
SERVICES FOR THE BAR SCREEN REPLACEMENT IN THE
WASTEWATER TREATMENT PLANT GRINDER REPLACEMENT PROJECT**

WHEREAS, by Resolution No. 30-2020 of February 10, 2020, the City Council of the City of Newburgh awarded to a bid and authorized a contract with Duperon Corporation for the manufacture and supply of equipment, including two mechanical bar screens, for the City of Newburgh Wastewater Treatment Plant Grinder Replacement Project (the “Project”); and

WHEREAS, the Project is financed through the New York State Environmental Facilities Corporation which requires that a professional engineer inspect and certify the installation of the bar screens for the Project; and

WHEREAS, CJS Engineering, P.C. is qualified to provide the inspection services and submitted a proposal for professional engineering services in the amount of \$16,100.00; and

WHEREAS, the funding for the professional engineering services shall be derived from New York State Environmental Facilities Corporation funding HG1.8197.0200.8168.2017; and

WHEREAS, the City Council finds that entering into a professional engineering services agreement with CJS Engineering, P.C. 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 City Manager is hereby authorized to accept a proposal and execute an agreement with CJS Engineering, P.C. in the amount of \$16,100.00 for professional engineering inspection services for the installation of the bar screens in the Wastewater Treatment Plant Grinder Replacement Project.

RESOLUTION NO.: _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE AWARD OF BASE BID, ALTERNATE NO. 2
AND ALTERNATE NO. 3 AND THE EXECUTION OF A CONTRACT WITH
CONSORTI BROS. PAVING & SEALCOATING, INC. FOR CONSTRUCTION IN THE
LIBERTY STREET STREETScape IMPROVEMENTS PROJECT
IN A TOTAL AMOUNT NOT TO EXCEED \$749,395.00**

WHEREAS, the City of Newburgh duly advertised for bids in connection with the Liberty Street Streetscape and Sidewalk Improvements Construction Project (the “Project”) in the northeast section of the City of Newburgh; and

WHEREAS, six (6) bids were duly received and opened and Consorti Bros. Paving & Seal Coating, Inc. is the most responsible low bidder; and

WHEREAS, funding for the Project in the amount of \$749,395.00 shall be derived from (CDBG) CD1.8686.0400.8030.2019, (CDBG) CD1.8686.0400.8030.2020, other CDBG funding, as appropriate and available, and (NYSDOT TAP) H1.8761.0200.0091.2021.CDBG;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the base bid, alternate no. 2 and alternate no. 3 for construction of the Liberty Street Streetscape and Sidewalks Improvements Construction Project for the City of Newburgh be and it hereby is awarded to Consorti Bros. Paving & Seal Coating, Inc., in an amount not to exceed \$749,395.00, conditioned on receipt of concurrence from the New York State Department of Transportation; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH MASER CONSULTING, P.A.
FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$122,620.56
IN THE LIBERTY STREET STREETScape IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh has undertaken the Liberty Street Streetscape Improvements Project, City of Newburgh, Orange County, PIN 8761.91 (the "Project") and has authorized design, funding and grant agreements, including a Master Federal-Aid Local Project Agreement with the New York State Department of Transportation; and

WHEREAS, eligible Project costs are reimbursable under the Master Federal-Aid Local Project Agreement with the New York State Department of Transportation; and

WHEREAS, Maser Consulting, P.A. is qualified to provide the inspection and construction management services required to maintain eligibility for reimbursement and submitted a proposal for professional engineering services in the amount of \$122,620.56; and

WHEREAS, the funding for the professional engineering services shall be derived from budget lines (CDBG) CD1.8686.0400.8030.2019 and (NYSDOT TAP) H1.8761.0200.0091.2021; and

WHEREAS, the City Council finds that entering into a professional engineering services agreement with Maser Consulting, P.A. 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 City Manager is hereby authorized to accept a proposal and execute an agreement with Maser Consulting, P.A. in the amount of \$122,620.56 for professional engineering inspection and construction management services for the Liberty Street Streetscape Improvements Project.

RESOLUTION NO.: _____-2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO JWC JEWLS, LLC TO THE PREMISES KNOWN AS
104 RENWICK STREET (SECTION 45, BLOCK 5, LOT 21)**

WHEREAS, on August 8, 2017, the City of Newburgh conveyed property located at 104 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 5, Lot 21, to JWC JEWLS, LLC; and

WHEREAS, the managing member for JWC JEWLS, 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 104 Renwick Street, Section 45, Block 5, Lot 21 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 8, 2017, from THE CITY OF NEWBURGH to JWC JEWLS, LLC, recorded in the Orange County Clerk's Office on August 23, 2017, in Liber 14279 of Deeds at Page 13 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 P. 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 P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____-2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO JOSEPH W. ARIANO TO THE PREMISES KNOWN AS
50 CITY TERRACE (SECTION 29, BLOCK 5, LOT 39)**

WHEREAS, on August 20, 2018, the City of Newburgh conveyed property located at 50 City Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 5, Lot 39, to Joseph W. Ariano; and

WHEREAS, Mr. Ariano 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 50 City Terrace, Section 29, Block 5, Lot 39 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 20, 2018, from THE CITY OF NEWBURGH to JOSEPH W. ARIANO, recorded in the Orange County Clerk's Office on August 22, 2018, in Liber 14449 of Deeds at Page 1628 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 P. 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 P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____-2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO CARL TURNQUEST TO THE PREMISES KNOWN AS
24 LANDER STREET (SECTION 30, BLOCK 3, LOT 18)**

WHEREAS, on February 24, 1982, the City of Newburgh conveyed property located at 24 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 3, Lot 18, to Carl Turnquest; and

WHEREAS, the attorney representing the current seller in the sale of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate the sale; and

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development 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 24 Lander Street, Section 30, Block 3, Lot 18 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 February 24, 1982, from THE CITY OF NEWBURGH to CARL TURNQUEST, recorded in the Orange County Clerk's Office on March 9, 1982, in Liber 2217 of Deeds at Page 977 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 P. 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 P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____-2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO LYDIA RODRIGUEZ TO THE PREMISES KNOWN AS
121 WILLIAM STREET (SECTION 45, BLOCK 15, LOT 16)**

WHEREAS, on June 28, 1995, the City of Newburgh conveyed property located at 121 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 15, Lot 16, to Lydia Rodriguez; and

WHEREAS, the attorney representing the current owner of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate a sale; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development 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 and 4 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 121 William Street, Section 45, Block 15, Lot 16 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3 and 4 in a deed dated June 28, 1995, from THE CITY OF NEWBURGH to LYDIA RODRIGUEZ, recorded in the Orange County Clerk's Office on March 22, 1996, in Liber 4358 of Deeds at Page 233 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 P. 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 P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO. _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 41 LIBERTY STREET
(SECTION 39, BLOCK 5, LOT 26) IN THE CITY OF NEWBURGH UNTIL JULY 12, 2021**

WHEREAS, the City of Newburgh did convey the premises located at 41 Liberty Street, more accurately described as Section 39, Block 5, Lot 26 on the Official Tax Map of the City of Newburgh, by deed dated January 11, 2019; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about July 11, 2020; and

WHEREAS, the owner of the property, Liberty Corners, LLC, stated it would be unable to comply with the July 11, 2020 deadline due to various disruptions related to the COVID-19 pandemic, 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 Liberty Corners, LLC be granted an extension to rehabilitate the premises known as 41 Liberty Street in the City of Newburgh until July 12, 2021.

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RESOLUTION NO.: _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32)
AT PRIVATE SALE TO JOSEPH MULLOKANDOV FOR THE AMOUNT OF \$120,000.00**

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 182 Broadway, being more accurately described as Section 30, Block 1, Lot 32, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 16, 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>
182 Broadway	30 - 1 - 32	Joseph Mullokandov	\$120,000.00

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

Terms and Conditions Sale

182 Broadway, City of Newburgh (SBL: 30-1-32)

STANDARD TERMS:

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

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

ACKNOWLEDGED AND AGREED

Date: _____

Joseph Mullokandov

RESOLUTION NO.: _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 185 BROADWAY (SECTION 36, BLOCK 1, LOT 2)
AT PRIVATE SALE TO JOSEPH MULLOKANDOV FOR THE AMOUNT OF \$160,000.00**

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 16, 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>
185 Broadway	36 - 1 - 2	Joseph Mullokandov	\$160,000.00

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$15,000.00** 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: _____

Joseph Mullokandov

RESOLUTION NO.: _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 63 CARSON AVENUE (SECTION 45, BLOCK 7, LOT 5)
AT PRIVATE SALE TO ALEXANDRA CORDERO AND JAVIER CORDERO
FOR THE AMOUNT OF \$40,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York; and

WHEREAS, pursuant to Section 13-2 of the City Code of the City of Newburgh, the City may sell any real property at private sale; and

WHEREAS, the City of Newburgh desires to sell 63 Carson Avenue, being more accurately described as Section 45, Block 7, Lot 5 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 16, 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>
63 Carson Avenue	45 - 7 - 5	Alexandra Cordero Javier Cordero	\$40,000.00

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

63 Carson Avenue, City of Newburgh (SBL: 45-7-5)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** 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 **\$1,200.00** 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: _____

Alexandra Cordero

Javier Cordero

RESOLUTION NO.: _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 66 CARSON AVENUE (SECTION 45, BLOCK 6, LOT 30)
AT PRIVATE SALE TO JOSE E. MERA AND LORENA A. GONZALEZ
FOR THE AMOUNT OF \$62,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York; and

WHEREAS, pursuant to Section 13-2 of the City Code of the City of Newburgh, the City may sell any real property at private sale; and

WHEREAS, the City of Newburgh desires to sell 66 Carson Avenue, being more accurately described as Section 45, Block 6, Lot 30 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 16, 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>
66 Carson Avenue	45 - 6 - 30	Jose E. Mera Lorena A. Gonzalez	\$62,000.00

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

66 Carson Avenue, City of Newburgh (SBL: 45-6-30)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** 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 **\$1,200.00** 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: _____

Jose E. Mera

Lorena A. Gonzalez

RESOLUTION NO.: _____ - 2020

OF

JULY 13, 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 ELLEN DERMODY 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 October 16, 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	Ellen Dermody	\$10,400.00
236 First Street	22 - 5 - 22		\$10,600.00

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 **2020-2021**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2020-2021**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** 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.

ACKNOWLEDGED AND AGREED

Date: _____

Ellen Dermody

RESOLUTION NO.: _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH THE BOYS AND GIRLS CLUB OF NEWBURGH, INC.
FOR THE MAYOR'S SUMMER YOUTH EMPLOYMENT INITIATIVE
TO PROVIDE WORK FOR CITY OF NEWBURGH YOUTH
DURING THE SUMMER OF 2020**

WHEREAS, the City of Newburgh and the Boys and Girls Club of Newburgh, Inc. have collaborated to offer the Mayor's Summer Youth Employment Initiative for the purpose of providing meaningful work experience for participants; and

WHEREAS, the Mayor's Summer Youth Employment Initiative requires a contract between the City of Newburgh and the Boys and Girls Club of Newburgh, Inc.; and

WHEREAS, funding for the Mayor's Summer Youth Employment Initiative is made possible through an anonymous donor and the Boys and Girls Club, Inc. will be the fiscal agent for the receipt and administration of said funding; and

WHEREAS, this Council finds that entering into the attached agreement with the Boys and Girls Club of Newburgh, Inc. for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement with the Boys and Girls Club of Newburgh, Inc. to facilitate and administer the Mayor's Summer Youth Employment Initiative to provide employment for the youth in the City of Newburgh for the Summer of 2020.

AGREEMENT
BETWEEN
BOYS AND GIRLS CLUB OF NEWBURGH, INC.
285 LIBERTY STREET
NEWBURGH, NY 12550
AND
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

MAYOR'S SUMMER YOUTH EMPLOYMENT INITIATIVE

Boys and Girls Club of Newburgh, Inc. and The City of Newburgh will combine their resources to administer the Mayor's Summer Youth Employment Initiative (the "Program") which will provide summer employment opportunities for City of Newburgh youth funded through a private donation to the Boys and Girls Club of Newburgh, Inc. The Program will begin on or about July 1, 2020 and will terminate on or before August 21, 2020.

Boys and Girls Club of Newburgh, Inc. will:

1. Provide City of Newburgh residents between the ages of 14 to 18 capable of performing outside work (the "participants");
2. Monitor the participants by providing full-time supervisors, age 18 and older, at the worksite (the "supervisors") and ensure that there at least one supervisor for every five participants;
3. Pay the wages to the participants and supervisors and maintain all earnings, social security, and tax records as required; and
4. Maintain workers compensation coverage for the participants.

The City of Newburgh will:

1. Provide jobs and facilitate other projects for the participants; and
2. Maintain sign-in sheets or other attendance records for the participants.

Boys and Girls Club of Newburgh, Inc. and the City of Newburgh will:

1. Comply with all Federal and New York State laws, rules and regulations applicable to the Program described in this Agreement.
2. Agree that no participants or supervisors shall be considered employees of the City of Newburgh for the purposes of the Program described in this Agreement.
3. Provide notification to the other party of any injury and/or accident involving a participant and, for other than injuries and/or accidents, report to the other party any incidents or problems encountered by participants or supervisors and identify any participant who could benefit from special counseling as soon as practicable based on the severity of the incident or problem.

General Provisions:

1. Termination. Either party may terminate this Agreement for cause by providing at least fifteen days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the fifteen day period.
2. Independent Contractor. Each party shall operate as an independent contractor and agrees that neither party will hold itself out as, nor claim to be officers or employees of the other party, or of any department, agency or unit of the party because of the this Agreement and will not make any claim, demand or application to the other party for any right or privilege applicable to an officer or employee of a party.
3. Subcontracting/Assignment. This Agreement may not be assigned or subcontracted to any other party.
4. Indemnity.
 - a. Boys and Girls Club of Newburgh, Inc. shall and will indemnify and hold harmless the City Of Newburgh, its officers, employees, agents and representatives, from any bodily injury including death, or property damage that shall or may happen to Boys and Girls Club of Newburgh, Inc. and its employees, agents, students and licenses who enter upon the subject premises for any reason except in the event such bodily injury or property damage is caused by the negligence of the City of Newburgh, its agents, servants and employees.
 - b. The City Of Newburgh shall and will indemnify and hold harmless Boys and Girls Club of Newburgh, Inc., and its officers, employees, agents and representatives, from any bodily injury, including death, or property damage that shall or may happen to the City of Newburgh and its employees, agents, students and licensees who enter upon the subject premises for any reason except in the event such bodily injury or property damage is caused by the negligence of Boys and Girls Club of Newburgh, Inc., its agents, servants and employees.
5. New York Law. This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this Agreement shall be brought in the New York Supreme Court, Orange County.
6. Modification. This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.
7. Severability. If any part, term, or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions but the remainder of this Agreement shall be interpreted for the purpose of carrying out the intent of the parties in an equitable manner.

Kevin D. White, Executive Director
Boys and Girls Club of Newburgh, Inc.

Joseph P. Donat, City Manager
City of Newburgh
Per Res. No.

RESOLUTION NO.:_____ - 2020

OF

JULY 13, 2020

**A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR AUGUST 10, 2020
TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S
PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
ANNUAL ACTION PLAN FOR FISCAL YEAR 2021**

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

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2021 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on August 11, 2020 and closing on September 10, 2020 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2021 Annual Action Plan; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not meet in-person and in accordance with the Governor's Executive Order 202.1, as amended, the August 10, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed CDBG FY2021 Annual Action Plan as follows:

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

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://zoom.us/webinar/register/WN_qpVoIJXOQl6E-tK0yEYtbA. Please note that there is an underscore between the "N" and "q").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Friday, August 7, 2020 through the Zoom App: https://zoom.us/webinar/register/WN_qpVoIJXOQl6E-tK0yEYtbA. Please note that there is an underscore between the “N” and “q”). Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

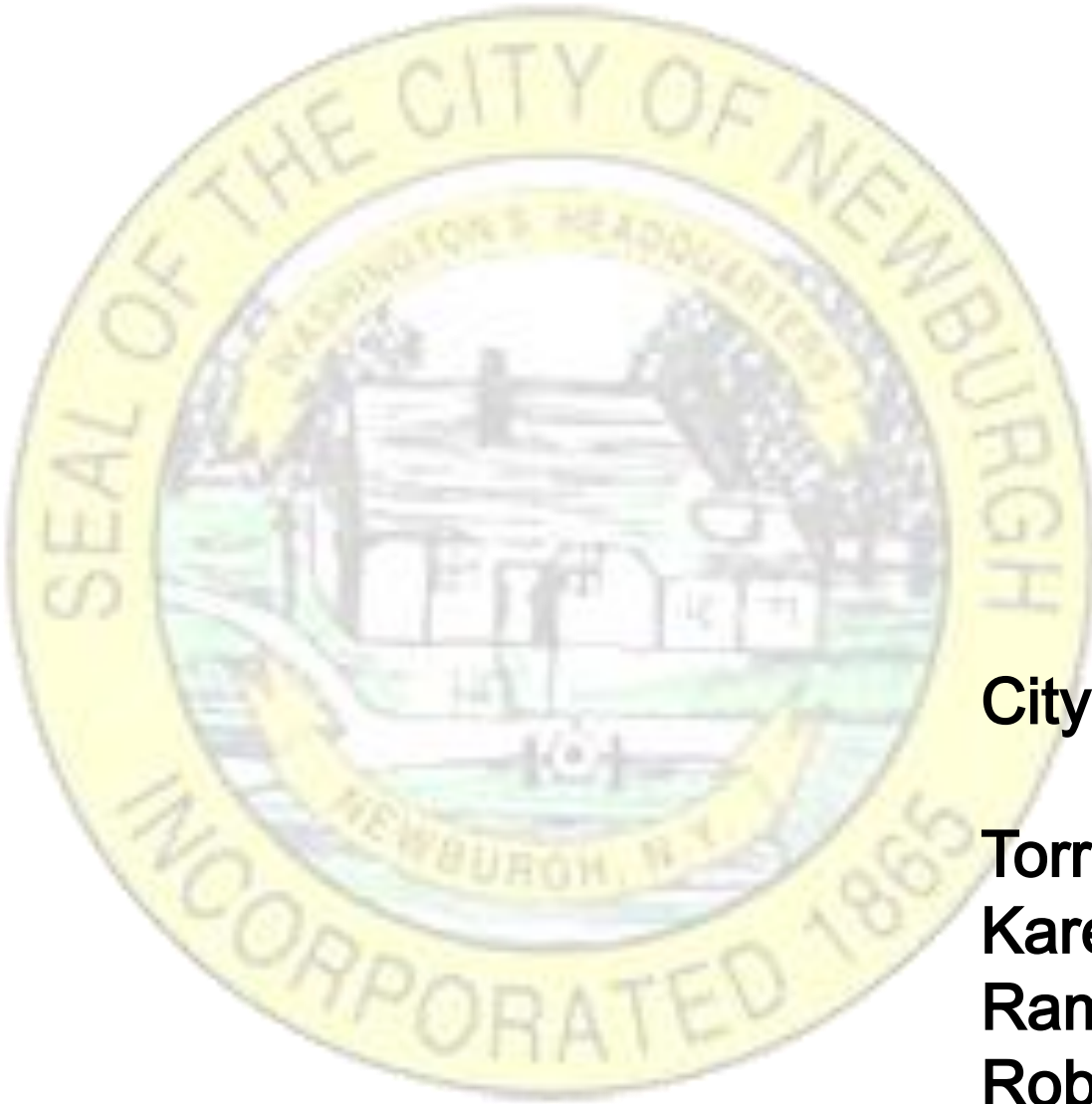
Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: “PUBLIC HEARING ITEM” by 4:00 p.m. on Friday, August 7, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

Draft

**Community Development
Block Grant (“CDBG”)
FY2021 Annual Action Plan**

**Department of Planning &
Development
July, 2020**





City of Newburgh City Council:

Torrance Harvey, Mayor

Karen Mejia, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Anthony Grice, At-Large

Omari Shakur, At-Large

City of Newburgh Community Development Goals - Refresher

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

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



“CDBG” - Brief Primer



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



Proposed FY2021 CDBG Projects/Funding

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$245,000.00	No Increase	No Decrease
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program administration cost.	\$35,000.00	No Increase	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	\$80,000.00	30%	No Decrease
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$275,000.00	No Increase	No Decrease
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	\$75,000.00	[Need]	[Need]
	Quality of Life Improvements		If Public Service Activity, Subject to 15% Annual Allocation Cap	[Need Amount]	[Need]	[Need]
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$130,000.00	No Increase	No Decrease
Proposed Total FY2021 Allocation				\$840,000.00		

Contingency Funding

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

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	No Increase
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program administration cost.	No Increase
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	No Increase
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	[Need]
	Quality of Life Improvements		If Public Service Activity, Subject to 15% Annual Allocation Cap	[Need]
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	No Increase

Contingency Funding

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

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$245,000.00	No Decrease
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program administration cost.	\$35,000.00	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	\$80,000.00	No Decrease
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$275,000.00	No Decrease
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Mircoenterprise Business Assistance, Workforce Training.	\$75,000.00	[Need]
	Quality of Life Improvements		If Public Service Activity, Subject to 15% Annual Allocation Cap	[Need Amount]	[Need]
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$130,000.00	No Decrease

Project: Housing

Proposed Activities:

- In Rem Property Program
- First Time Home Buyers Closing Cost Assistance
- Anti-Displacement/Housing Stability Initiative Assistance



Proposed Housing Activity: In Rem Property Program

Budget: \$245,000.00

Description:

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

Proposed Housing Activity: First Time Home Buyers Closing Cost Assistance

Budget: \$35,000.00

Description:

- Funding to cover Closing Costs for first-time homebuyers who have completed a HUD approved Housing Counseling Program in the City of Newburgh. Also includes program administration cost.

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



Proposed Housing Activity: Anti-Displacement/ Housing Stability Initiative

Budget: \$80,000.00

Description:

- Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.

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



Proposed Infrastructure Improvements

Activity: Curb Ramp and Sidewalk Upgrades

Budget: \$275,000.00

Description:

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

Proposed Economic Development Activity:

Business Assistance

Budget: \$75,000.00

Description:

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

Proposed Quality of Life Activity: (Need proposed activity information)

Budget: (Need proposed information)

Description:

- (Need Description)

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

Proposed Activity: Administration

Budget: \$130,000.00

Description:

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

FY2021 CDBG AAP Timeline



**FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**



**FY2021 Annual Action Plan
Community Development Block Grant (CDBG)**

					% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding			
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$245,000.00	No Increase	No Decrease
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program administration cost.	\$35,000.00	No Increase	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	\$80,000.00	30%	No Decrease
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	Quality of Life Improvements		If Public Service Activity, Subject to 15% Annual Allocation Cap	[Need Amount]	[Need]	[Need]
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$130,000.00	No Increase	No Decrease
Proposed Total FY2021 Allocation			\$840,000.00			

RESOLUTION NO.: _____ - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
A NATIONAL ENDOWMENT FOR THE ARTS GRANTS FOR ARTS PROJECTS
PROGRAM GRANT IN THE AMOUNT OF \$50,000.00 WITH A \$50,000.00 MATCH
TO FUND A NEWBURGH 4-WARD ARTS RALLY**

WHEREAS, the Newburgh Arts and Cultural Commission proposes to apply for a National Endowment for the Arts Grants for Arts Projects grant in the amount of \$50,000.00 to fund a Newburgh 4-Ward Arts Rally; and

WHEREAS, the Newburgh 4-Ward Arts Rally Project is a free arts festival over 4 weekends in the City's 4 wards in the Fall of 2021, which seeks to broaden the local audience for cultural events in a variety of disciplines featuring local, emerging artists; and

WHEREAS, the grant in the amount of \$50,000.00 requires a cash and/or in-kind services match in the amount of \$50,000.00; and

WHEREAS, this Council has determined that applying for said grant 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 apply for a National Endowment for the Arts Grants for Arts Projects program grant in the amount of \$50,000.00 to fund its Newburgh 4-Ward Arts Rally; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to apply for such grant.