



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
October 6, 2016
6:00 PM

Council Meeting Presentations

1. A Presentation will be given by Corey J. Allen from Habitat for Humanity of Greater Newburgh on their A Brush with Kindness Program
Corey J. Allen de Habitat para la Humanidad de Newburgh dara una presentacion sobre el Programa Un Pincel con Amabilidad.

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

Certificados de reconocimiento serán presentados a los voluntarios del Parque Downing

3. The 2017 Manager's Proposed Budget will be presented
(Michael Ciaravino and Katie Mack)

Se presentará la presupuesto propuesta de 2017.

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

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

Work Session Presentations

5. A Presentation by Extenet Systems Inc.

A presentation and proposal to install a mobile broadband network on existing poles in the City of Newburgh. (Extenet Systems, Inc.)

Se presentará un propuesta para instalar una red de banda ancha movil, en un poste existente en la Ciudad de Newburgh.

6. Video Camera Update
Street Lights Update (Michael Ciaravino, Katie Mack, and Chief Cameron)

Últimas noticias de las camaras de video.

7. 2017 Manager's Proposed Budget
(Michael Ciaravino and Katie Mack)

El presupuesto de propuesto de el Gerente de le Ciudad de 2017.

Finance/Finanza

8. Scheduling Public Hearing for November 14, 2016 Concerning Adoption of the 2017 Budget

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

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

Planning and Economic Development/Planificación y Desarrollo Económico

9. Extension of Time to Close Title on 70 Liberty Street W.H.

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

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

10. Purchase of 80 Clinton Street

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

Resolución authoizando la escritura de transferencia de la propiedad conocido como 80 de calle Clinton (sección 10, bloque 1, lote 19) Venta

privada a Caine Budelman en la cantidad de \$28,000.00.

11. Purchase of 266 Carpenter Avenue

Resolution Authorizing the Conveyance of Real Property known as 266 Carpenter Avenue (Section 7, Block 7, Lot 42) Suzanne Timmer for the amount of \$30,500.00. (Deirdre Glenn)

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

12. Purchase of 37 City Terrace

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

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

13. A Resolution to Approve the Naming of Second and Colden Streets in honor of Richard F. "Dickie" Peterson

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

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

Grants/Contracts/Agreements / Becas /Contratos/Convenios

14. NYS Senate Initiative SFY 2016-2017 Grant for \$75,000 from Senator Larkin

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

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

15. DCJS Byrne Justice Assistance Grant for Non-Fatal Shootings Initiative Program

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

Discussion Items/Temas de Discusión

16. Resolution to add Assistant Chief position to 2016 budget

(Michael Ciaravino, Assistant Chief Ahlers)

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

17. Tobacco Legislation

(Assistant Chief Terry Ahlers - As per the request from Councilwoman Genie Abrams)

La legislación de Tabaco. (Subjefe Terry Ahlers - según la petición de Concejala Genie Abrams)

18. Safe Homes Grant

(Chief Cameron)

Beca de Safe Homes (Jefe Cameron)

19. Water Conservation Measures

(Michael Ciaravino)

Medidas de consevación del agua. (Michael Ciaravino)

20. Mid Broadway Project Mill St. Partners

(Mill Street Partners)

El proyecto Mid-Broadway Mill St. Partners.

RESOLUTION NO.: _____ - 2016

OF

OCTOBER 11, 2016

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

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

RESOLUTION NO. _____ - 2016

OF

OCTOBER 11, 2016

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

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

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

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

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

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

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

RESOLUTION NO.: _____ - 2016

OF

OCTOBER 11, 2016

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

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

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

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

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

Purchase Proposal Summary

Location: 80 Clinton Street (between Grand & Liberty)
Tax Map Number: 10-1-19
Property Class: 210—One Family Residential
Zoning: RL—Residential Low Density; East End Historic District
Description: Detached single family home—Year built: 1900; 1088sf; 2 bedrooms; lot size: 25 x 118
Condition: Poor
Assessed Value: \$ 37,300
Annual Taxes: \$ 1,958+/-
Selling Price: \$ 26,110 @ 70%

The city acquired this property: March 2016

Offer Information:

Name: Caine Budelman
Offer Price: **\$ 28,000**
Proof of Financing: Charles Schwab brokerage accounts.
Comments: The purchaser currently lives in Brooklyn but plans to relocate to Newburgh and reside at 80 Clinton Street.

The house is in poor condition and needs to be completely renovated. There are mold issues in the partially finished basement area. The kitchen and baths need to be redone. The windows and roof need to be replaced. There is a large tree in the rear yard that needs to be removed or trimmed.

The house is relatively compact (only 1088sf) and has only two bedrooms, but it has great potential. Plus, it is located in the heart of the East End Historic District.





Interior Photos



Rear of house



Rear Yard



RECEIVED
9/19/16

Proposal Form

Contact Information:

Name: Caine Budelman
Business Name (If Applicable): _____
Address: 94 Decatur St. Apt. 1B
City, State & Zip: Brooklyn, NY 11216
Home phone: _____
Business Phone: _____
Mobile Phone: 303 931 0098
E-mail: caine.b@gmail
Federal I.D. No. (If Available): _____

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership or officer in a corporation - any properties in the City of Newburgh? Yes ___ No X

Are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No X

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes X No ___ (attach explanation)

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes ___ (attach explanation) No X

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No X

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 80 Clinton St.

S-B-L#: 10-1-19

Type of Project:

X Single Family

____ Multi-Family (# of Units____)

Mixed Use (Commercial & Residential - # of Residential Units ____)

Will the property be occupied by the purchaser: Yes X No

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 28,000

(An offer of at least the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes X No

Renovation Estimate - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need significant repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. A more detailed repair cost estimate will be required after interior access. Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 83,000

Who will be doing the work? Self X Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: TBA

Architect: _____

Engineer: _____

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ☐ Personal Financial Statement
 ☐ Letter from Lender/Investor
 ☒ Personal or Business Bank Statement
 ☐ Evidence of project funding
 ☐ Developers should provide three years financial statements

What You Should Attach:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes ☐ No ☒

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.

Caine Budelman
Signature

9/13/16
Date

Caine Budelman
Print Name

Social Security #

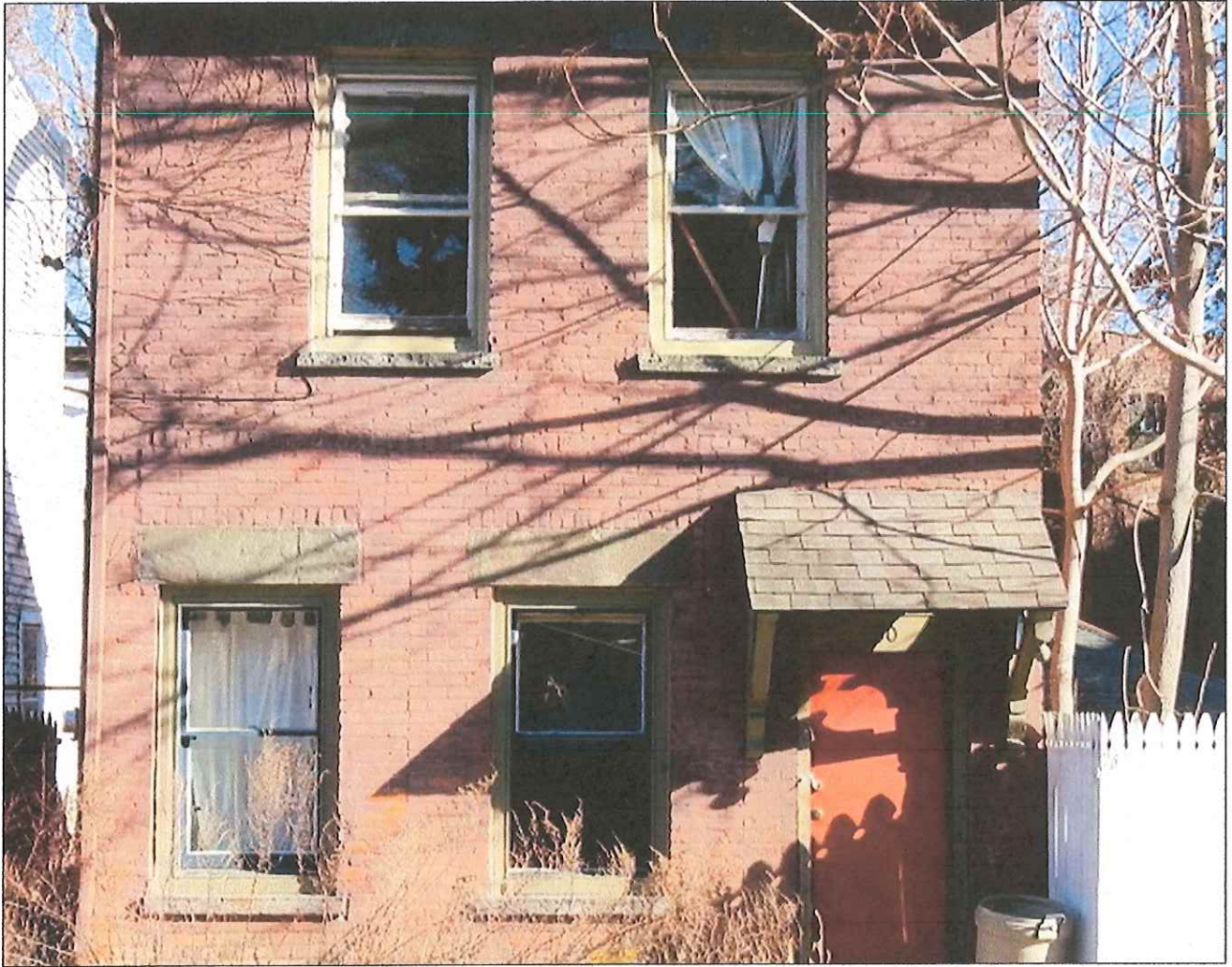
[REDACTED]

Date of Birth

[REDACTED]

Submit Application to:

Department of Planning & Development
City Hall - 83 Broadway
Newburgh NY 12550



Project Proposal

Prepared for: City of Newburgh

Prepared by: Caine Budelman

September 13, 2016

80 Clinton St.

Newburgh, NY

SUMMARY

Objective

Return 80 Clinton to a habitable and aesthetically pleasing residence.

Goals

A six to eight month gut renovation involving every component of the building.

Solution

Assembling a team of qualified subcontractors to complete a partial renovation of the specialized components of the project. This would include: demolition, roof, electrical, plumbing and possibly windows. The remaining renovation would be completed by myself, including most of the interior of the home (not including plumbing and electrical) once the exterior has been weather proofed. Im a working fabricator specializing in carpentry and metal work.

Project Outline

My plan would be to close on the property as soon as possible to expedite exterior work before the first snow fall.

- The demolition, roof and windows would be completed first, ideally before December 1 or the first snow. This would insure a dry and weather proof structure for the coming winter.
 - Next, the electrical, plumbing, and heating systems require a complete renovation.
 - The remaining carpentry, flooring, most of the landscaping and the finish details would be completed by myself.
 - A summer completion date is targeted
-

BUDGET

Estimated Cost

Below is an itemized estimate of the costs of the renovation. These numbers were approximated with the help of a fellow Newburgh homeowner currently restoring a home.

Description	Cost
Roof	\$ 6,000
Windows	\$ 12,000
Heating	\$ 7,000
Electrical	\$ 9,000
Plumbing	\$ 7,000
Interior Fixtures	\$ 3,500
Kitchen (including appliances)	\$ 7,500
Flooring	\$ 5,000
Demolition	\$ 3,000
Landscaping	\$ 3,000
Foundation	\$ 5,000
Drywall/Insulation	\$ 6,000
Baths	\$ 4,000
Porches and Decks	\$ 5,000
Total	\$ 83,000

Accounts**Service****Summary** Balances Positions History & Statements Transfers & Payments Message Center

Show All Schwab Accounts

Page last updated: 09:51 AM ET, 09/06/2016

[Refresh](#)[Print](#)**All Brokerage Accounts**

Total Accounts Value * **\$262,414.90** Total Cash & Cash Investments **\$1,691.85** Total Market Value **\$260,723.05** Day Change ** **+\$344.03 (0.13%)**

Account Services

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Brokerage Accounts

Name	Account	Cash & Cash Investments	Account Value	Day Change **	Next Steps
Caine Invest.		\$58.91	\$58.91	+\$0.00 (0%)	
Caine IRA		\$190.11	\$190.11	+\$0.00 (0%)	
Individual	IA	\$253.69	\$260,976.74	+\$344.03 (0.13%)	
Individual	IA	\$1,189.14	\$1,189.14	+\$0.00 (0%)	
Totals		\$1,691.85	\$262,414.90	+\$344.03 (0.13%)	All Positions

*Total Accounts Value includes the value of all accounts, which may include PCRA, that are presented in the Account Selector brokerage account list or in the Brokerage Accounts module displayed on this page.

**The Account Day Change (\$) and (%) are based on the difference between the sum of the current market value of all positions plus the current cash balances less the previous closing values for positions and cash balances. The Account Day Change will be available until one hour prior to the next market open.

1. Annuity contract values appearing on the Balances page have been prepared by the insurance company issuing the Annuity. Although this contract value information was received from reliable sources, Charles Schwab cannot guarantee the accuracy of the information. In addition, annuity contract values may be different from those shown on the websites of the annuity's issuing insurance company, accessible through Schwab.com due to variations in the timing of system updates.

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(0316-0509)

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Account: 6106-3416

Today's Date: 09:51 AM ET, 09/06/2016

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RESOLUTION NO.: _____ - 2016

OF

OCTOBER 11, 2016

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

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

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

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

Purchase Proposal Summary

Location: 266 Carpenter Avenue (between Gidney & Marne)
Tax Map Number: 7-7-42
Property Class: 210—One Family Residential
Zoning: RL—Residential Low Density
Description: Detached single family home—Year built: 1900; 1432sf; 3 bed rooms with 2 baths; lot size: 75 x 211 x 75 x 219
Condition: Fair/Poor
Assessed Value: \$ 64,700
Annual Taxes: \$ 3,396+/-
Selling Price: \$ 19,410 @ 30%

The city acquired this property: October 2013

Offer Information:

Name: Suzanne Timmer
Offer Price: **\$ 30,500**
Construction Estimate: \$ 49,500
Proof of Financing: Orange Bank & Trust account; American Funds Investment account.

Comments: The house needs extensive renovation: the heating system has been removed; plumbing pipes torn out; roof and soffits need repair; kitchen needs to be renovated; the baths need extensive repairs; there are some settlement issues along the rear side of the house and several windows need to be replaced. The house has been sitting vacant for a few years now. It has become an eyesore for the neighboring properties and is deteriorating more each month.

The purchaser and her husband operate a construction company called Balanced Builders. They are currently renovating 37 Hasbrouck Street to be a home for their business. Since they have been doing more and more work in the City of Newburgh, they wanted to move to Newburgh. They plan to reside in this house on Carpenter Avenue. They are experienced building contractors and have submitted a solid renovation proposal for this home.





RECEIVED
7/14/16

Proposal Form

Contact Information:

Name: Suzanne Timmer
 Business Name (If Applicable): _____
 Address: 20/22 Garden Place
 City, State & Zip: Beacon, NY 12508
 Home phone: 845.551.9955
 Business Phone: "
 Mobile Phone: "
 E-mail: smarietimmer@gmail.com
 Federal I.D. No. (If Available): _____

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership or officer in a corporation - any properties in the City of Newburgh? Yes ☒ No ☐

Are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ☐ (attach explanation) No ☒

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):

37 Hasbrouck, purchased June 2016
41 Hasbrouck, purchased August 31, 2016

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ☒ No ☐ (attach explanation)

Do you have any outstanding code violations for properties owned in the City of Newburgh? We have a side walk violation @ 41 Hasbrouck. We are meeting w/ Dept. of Health and City Building Inspector to follow up.
 Yes ☒ (attach explanation) No ☐
 Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ☐ (attach explanation) No ☒

Information on Bid Property:

Property Address: 266 Carpenter

S-B-L#: 7-7-42

Type of Project:

☒ Single Family

_____ Multi-Family (# of Units_____)

_____ Mixed Use (Commercial & Residential - # of Residential Units _____)

Will the property be occupied by the purchaser: Yes ☒ No ☐

____ Commercial _____ Industrial

____ Vacant Land (Proposed Use: _____)

Revised Offer Purchase Price: \$ 30,500

(Revised Offer Purchase Price must be rounded to the nearest \$500.)

Signature

Suzanne Timmer
Print Name

9/28/16
Date

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 266 Carpenter

S-B-L#: 7-7-42

Type of Project:

☒ **Single Family**

____ Multi-Family (# of Units____)

____ Mixed Use (Commercial & Residential - # of Residential Units ____)

Will the property be occupied by the purchaser: Yes ☒ No ☐

Commercial Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 19,410 REVISED

(An offer of at least the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No ☐

Renovation Estimate - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need significant repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. A more detailed repair cost estimate will be required after interior access. Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ Please see Attachment I

Who will be doing the work? ✓ Self ✓ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: Michael Connors, Balanced Builders

Architect: _____

Engineer: _____

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	20 Garden Place Beacon, NY 12508	Old Forge Road Kent, NY 10512
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner	General Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing structure requiring substantial renovation and new construction	Existing structure requiring substantial renovation and new construction
Property Type: (i.e. single-family, multi-family rental or commercial.)	Single Family	Single Family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	1	1
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	\$200,000	\$500,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Under construction	Complete
Government Program, if any (provide name of program and agency, name and current phone of reference.)		

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ☐ Personal Financial Statement
☐ Letter from Lender/Investor
☐ Personal or Business Bank Statement
☒ Evidence of project funding
☐ Developers should provide three years financial statements

What You Should Attach:

- ☐ Description of renovation plan with preliminary budget
- ☐ Verification of financial capacity
- ☐ Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes ☐ No ☒

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.

Suzanne Timmer
Signature

9/1/16
Date

Suzanne Timmer
Print Name

Social Security #

Date of Birth:

Submit Application to:

Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12550

Attachment I

266 Carpenter Renovation Plans - Suzanne Timmer

Phase I – From 3-6 months

Address Roof Leaks	\$7,000.00
• Remove Asphalt Roof – Approximately 14sq.	
○ Install 4-6" SIPS on ceiling for insulation	
○ Reroof and trim	
Install New Electric Service (from 150amps to 200amps)	\$1,500.00
Plumbing	\$2,500.00
• Re plumb kitchen and 2 nd Fl bathroom	
Install New Heating System	\$10,000.00
• Navien Combi Unit (150amps)	
Replace Entry & Kitchen Floor	\$1,500.00
Gut and Renovate Kitchen	\$6,000.00
• Appliances	
• Cabinets	
Gut and Renovate 2 nd Fl Bath	\$5,000.00
• New sink and toilet	
Replace Windows (where needed)	\$2,000.00
Floors Sanded and Oiled	
Phase I Total:	<u>Homeowner Labor</u> 35,500.00*

Phase II – within 18 months

Replace Aluminum Siding with Clapboard	\$8,000.00
• Add exterior insulation	
Renovate Rear Addition	\$6,000.00
• Restore Foundation	
• Renovate Bathroom	
• Renovate Bedroom/Office	
Project Total:	49,500.00**

* Home will be occupied at end of Phase I

* Cost includes materials only. We will provide labor.

*****AUTO**SCH 3-DIGIT 125
393 0.3980 AT 0.399 2 1 5



SUZANNE TIMMER
20 GARDEN PLACE
BEACON NY 12508-2906

08/10/16

PG 1

CYCLE-009

*** CHECKING *** MONEY MARKET ACCT 12

ACCOUNT NUMBER 0008460943

PREVIOUS STATEMENT BALANCE AS OF 07/31/16	00
PLUS 2 DEPOSITS AND OTHER CREDITS	64,002.99
LESS 2 CHECKS AND OTHER DEBITS	15,643.80
CURRENT STATEMENT BALANCE AS OF 08/10/16	48,359.19
NUMBER OF DAYS IN THIS STATEMENT PERIOD	10

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
08/01	DEPOSIT		64,000.00
08/02	CANADIAN ITEM COLLECTION FEE	15.00	
08/09	CAN. ITEM EXCHANGE RATE 8/1/16	15,628.80	
08/10	INTEREST PAYMENT		2.99

:	:	TOTAL FOR	:	TOTAL	:
:	:	THIS PERIOD	:	YEAR-TO-DATE	:
:	:	TOTAL OVERDRAFT FEES	:	.00	:
:	:	TOTAL RETURNED ITEM FEES	:	.00	:

*** BALANCE BY DATE ***

07/31	.00	08/01	64,000.00	08/02	63,985.00	08/09	48,356.20
08/10	48,359.19						

PAYER FEDERAL ID NUMBER..... 14-0945678
INTEREST PAID YEAR TO DATE..... 2.99

*** INTEREST EARNED THIS STATEMENT PERIOD ***

INTEREST EARNED 2.99
ANNUAL PERCENTAGE YIELD EARNED 0.18%

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AB 01 006289 17076 H 34 C



SUZANNE TIMMER
20 GARDEN PL
BEACON NY 12508-2906

Account Statement

Page 1 of 4

March 31, 2016

PLAN ID

SSN

XXX-XX-5678

PLAN SPONSOR

Internationals Network 401K Plan

YOUR FINANCIAL PROFESSIONAL

Vasilios K Danas

(718) 688-3944

PRUCO SECURITIES, LLC

8212 151ST AVE

HOWARD BEACH NY 11414-1793

Total value of your account \$44,245.06

Vested balance as of 03/31/16 \$44,245.06

	Since initial investment on 07/15/2015	Year-to-date since 01/01/2016
Beginning balance	\$44,988.72	\$43,592.70
+ Contributions	\$0.00	\$0.00
± Investment gain/decline	-\$743.66	\$652.36
- Withdrawals	\$0.00	\$0.00
- Plan fees	\$0.00	\$0.00
Ending balance as of 03/31/16	\$44,245.06	\$44,245.06
Personal rate of return	Annualized -1.75%	1.50%

Need help reading your statement or defining key terms? Go to americanfunds.com/retire, log in to your account and click on the "View My Statements" link to access more helpful information.

Understanding Your Investments

Learn more about reviewing your retirement goals and contributions, considering what mutual fund mix is right for you and seeing if there's a simplified approach to retirement investing in the enclosed issue of "Retirement News."

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Automated phone service

(24 hours/day)

(877) 833-9322

Retirement plan services representative

8:00 a.m. to 8:00 p.m.

Eastern time, M-F

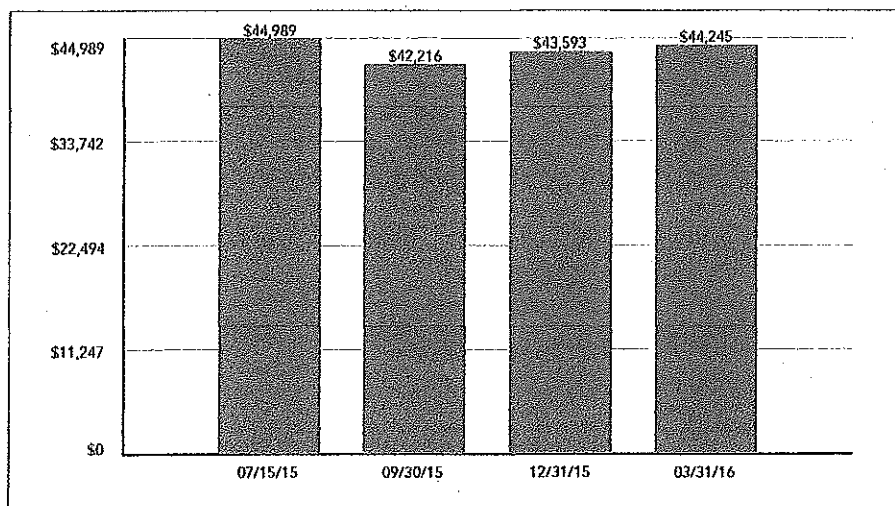
(800) 421-6019

Call your financial professional

Vasilios K Danas

(718) 688-3944

Your account value history



RESOLUTION NO.: _____ - 2016

OF

OCTOBER 11, 2016

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

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

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

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

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

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

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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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37 City Terrace	29 – 4 – 14	Kent Diebolt	\$12,500.00
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BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

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

STANDARD TERMS:

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

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

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

Purchase Proposal Summary

Location: 37 City Terrace (between Van Ness & First)
Tax Map Number: 29-4-14
Property Class: 439—Small parking garage
Zoning: RL—Residential Medium Density; East End Historic District
Description: Detached Garage (440sf)—lot dimensions: 22 x 95
Condition: Fair
Assessed Value: \$ 13,500
Annual Taxes: \$ 795 +/-
Selling Price: \$ 10,800

The city acquired this property: March 2016

Offer Information:

Name: Kent Diebolt
Offer Price: **\$ 12,500**
Construction Estimate: \$ 5,200 +/-
Proof of Financing: CFCU Community Credit Union statement.

Comments: The purchaser owns and lives at a condominium unit in the Foundry in the City of Newburgh. The purchaser wants to acquire 37 City Terrace for its additional storage space. The building appears to be a two-bay garage but one of the bays is sealed by concrete blocks. Only one bay is useable for car storage. There are several abandoned cars on the property which must be removed by the purchaser. There is also some debris in the building.





Interior photos



Proposal Form

Contact Information:

RECEIVED
9/23/14

Name: Kent Slater Diebolt
Business Name (If Applicable): _____
Address: 70 John St., #401-5
City, State & Zip: Newburgh, NY 12550
Home phone: _____
Business Phone: _____
Mobile Phone: 607.227.3366
E-mail: kent@vertical-access.com
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 37 City Terrace, Newburgh, NY 12550
SBL#: 29-4-14

Order of Preference: (If submitting more than one proposal): _____

Type of Project:

____ Single Family Yes ____ No ____
____ Multi-Family Yes ____ No ____ # Units: ____
____ Commercial ____ Industrial

Offer Purchase Price: \$ 12,500

Does your proposal conform with existing zoning? Yes X No ____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: \$ 5,7000

Who will be doing the work? X Self ____ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City licensed electricians and plumbers.

General Contractor: _____
Architect: _____
Engineer: _____

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	369 Asbury Rd Freeville, NY 13062	See attached
Role (i.e. owner, partner, general contractor, architect, investor.)	owner/G.C.	G.C.
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building rehab + new structural addn. new office, shop, storage bldg. (3872 sq. ft.)	New construction Renov., additions
Property Type: (i.e. single-family, multi-family rental or commercial.)	Single family + "home office"	Single family
Number of Buildings in Project	3, total	many
Total Number of Residential Units in Project/Building	One	
If commercial, total square footage of project	3872 s.f. new con.	
Total Estimated Development/Rehabilitation Costs	250,000	
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	In use Completed 2015	in use
Government Program, if any (provide name of program and agency, name and current phone of reference.)	none	none

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No X Yes _____ (attach explanation)

Finances:

I am providing: _____ Personal Financial Statement
X Letter from Lender/Investor (home equity L.O.C.)
X Personal or Business Bank Statement
_____ Evidence of project funding
_____ Developers should provide three years financial statements

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No X

What You should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations (if applicable)

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.

K. Diebolt _____ 9.15.16
Signature Date

Kent Diebolt _____ SS# [REDACTED] Date of Birth [REDACTED]
Print Name

Submit Application to:

Department of Planning & Development
City Hall - 83 Broadway
Newburgh NY 12550

September 15, 2016

Kent Slade Diebolt
70 Johnes Street, #401E
Newburgh, NY 12550

To:
David Kohl
Department of Planning & Development
City Hall – 83 Broadway
Newburgh, NY 12550

Re: Renovation plan for a two-car garage at 37 City Terrace, Newburgh, NY

Description of renovation plan with preliminary budget:

Renovation of the building, which will be used for storage, is relatively straight-forward.

Phase of work	Cost
Clean out building and back yard	\$2,000.00
Install electric service (100 Amp)	\$1,500.00
Repair overhead door (rear)	\$300.00
Install new overhead door	\$1,200.00
Improve security at windows and doors	\$200.00
Total for immediate renovations	<u>\$5,200.00</u>

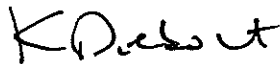
Verification of financial capability attached:

A letter from CFCU, confirming \$150,000 line of credit and current checking account statement from Tompkins Trust Company, showing a balance of \$65,851.

Explanation of tax delinquency/code violations:

Outstanding School Taxes are \$462.04 and there are no outstanding codes violations on the property.

Sincerely,



Kent Slade Diebolt

KSD Checking (13xxx7883)

Balance as of 09/13/2016

CURRENT BALANCE	AVAILABLE BALANCE	YTD INTEREST	INTEREST PAID LAST YEAR
\$65,851.07	\$65,851.07	\$9.62	\$5.42
AVAILABLE OVERDRAFT PROTECTION AMOUNT	INTEREST RATE	LAST INTEREST PAID	
\$0.00	0.046%	\$1.89	

08/12/2016 to 09/13/2016

Summary

Opening Balance	4 Deposits	12 Withdrawals	Unreported Deposits	Unreported Withdrawals	Closing Balance
\$56,982.57	+ \$32,393.24	- \$23,524.74	+ 0	- 0	= \$65,851.07

There are 4 deposits totaling \$32,393.24 and 12 withdrawals totaling \$23,524.74

Date	Description	Withdrawal	Deposit	Available Balance
09/12/2016	AC-REI VISA -CR CD PMT CK-000000000001637	\$2,683.46		\$65,851.07
09/09/2016	AC-ROCKYMTN/PACIFIC-POWER BILL.	\$22.30		\$68,534.53
09/07/2016	CHECK # 1636 View Check Image	\$300.00		\$68,556.83
09/06/2016	CHECK # 1632 View Check Image	\$200.00		\$68,856.83
09/06/2016	AC-Utah Property Ma-C PARKING	\$105.00		\$69,056.83
09/06/2016	DEPOSIT View Deposit Slip Image		\$17,052.00	\$69,161.83
09/01/2016	CHECK # 1634 View Check Image	\$10,312.17		\$52,109.83
08/30/2016	DEPOSIT View Deposit Slip Image		\$5,000.00	\$62,422.00
08/29/2016	XFER TO ACCT CK-XXXXXXX1917	\$4,325.00		\$57,422.00
08/29/2016	DEPOSIT View Deposit Slip Image		\$5,341.24	\$61,747.00
08/22/2016	DEPOSIT View Deposit Slip Image		\$5,000.00	\$56,405.76
08/18/2016	AC-Alta Club -AltaClub	\$85.74		\$51,405.76
08/18/2016	CHECK # 1631 View Check Image	\$50.00		\$51,491.50
08/17/2016	WD FROM CK 8049 08/17 9:16 NEWBURGH NEWBURGH NY	\$203.00		\$51,541.50
08/16/2016	AC-CENTRAL HUDSON -WEB_PAY	\$26.30		\$51,744.50
08/15/2016	AC-REI VISA -CR CD PMT CK-000000000001630	\$5,211.77		\$51,770.80

Print Transactions

Pending transactions are marked with 

Note: Transactions marked with a ! are 'memo' transactions that have not yet been officially posted to your account. Memo items may not post in the order shown. When these items officially post to your account, we will follow our regular posting order - We will first pay all Cash Items (Wires, checks cashed at our branches, ATM/Debit Card transactions from lowest to highest dollar amount), followed by Other Debits (ACH and remaining checks in lowest to highest dollar amount order), and lastly any fees and other charges. Credits will continue to be processed before debits. If you have questions regarding your account transactions, please call us at 888 273 3210. If you have questions regarding your Internet banking account, please call us at 888 300 0110 or click on the email button at the top of the screen

! "Use the print icon located at the bottom of the data table to ensure all rows are printed."

RESOLUTION NO.: _____ - 2016

OF

OCTOBER 11, 2016

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

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

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

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

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

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

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

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

DRAFT

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

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

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

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

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

In recognition of Mr. Peterson’s outstanding service to the Newburgh Community we propose naming Second Street from Montgomery to Colden, and Colden from Second to the River Road in his honor, as Richard F. “Dickie” Peterson Way.

RESOLUTION NO.: _____ - 2016

OF

OCTOBER 11, 2016

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

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

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

WHEREAS, such funding requires no City match; and

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

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

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

RESOLUTION NO.: _____ - 2016

OF

OCTOBER 11, 2016

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

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

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

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

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

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