



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 7, 2016
6:00 PM

Department of Public Works/ Departamento de Obras Públicas

1. Resolution to enter Shared Services Agreement with NYS DOT

A resolution authorizing the City Manager to execute an agreement with the New York State Department of Transportation to share materials and equipment to assist in the maintenance of state and municipal roads. (Michael Ciaravino)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con el Departamento de Transportación del Estado de Nueva York para compartir materiales y equipo para asistir en el mantenimiento de las carreteras municipales y del estado. (Michael Ciaravino)

Engineering/Ingeniería

2. MLK Blvd & Colden Street Traffic Signal Change Order

A resolution to authorize the execution of a change order reducing the cost of the contract with Ray S. Pantel, Inc. by \$35,000.00 in connection with the installation of a traffic signal for the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard. (Chad Wade)

Una resolución para autorizar la ejecución de un cambio de orden reduciendo el costo del contrato con Rey S. Pantel, Inc. por \$35,000 en conexión con la instalación de la señal de tráfico en la intersección de la calle Colden/calle Fourth y el Boulevard del Rev. Martin Luther King Jr. (Chad Wade)

3. Water Tank Rehabilitation and Reconstruction Project Funding Increase

Resolution authorizing an increase to the total project budget for the Brady, Ellis and Marne Avenue Water Tank Repair and Replacement Project. (Chad Wade & Wayne Vradenburgh & John Aber)

Una resolución autorizando un aumento al presupuesto del Proyecto de reemplazo y el proyecto de la reparación del tanque de agua en las avenidas de Brady, Ellis y Marne. (Chad Wade, Wayne Vradenburgh & John Aber)

Planning and Economic Development/Planificación y Desarrollo Económico

4. Purchase of 15 Liberty Street

A resolution to authorize the conveyance of real property known as 15 Liberty Street (Section 45, Block 5, Lot 15) at private sale to John Bonhomme, Jr. and John Bonhomme, Sr. for the amount of \$28,000. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 15 de la calle Liberty (Sección 45, Bloque 5, Lote 15) en una venta privada a John Bonhomme, Jr. y John Bonhomme, Sr. por la cantidad de \$28,000. (Deirdre Glenn)

5. Purchase of 246 First Street

A resolution to authorize the conveyance of real property known as 246 First Street (Section 22, Block 5, Lot 26) at private sale to Liban Adde for the amount of \$14,978. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 246 de la calle First (Sección 22, Bloque 5, Lote 26) en una venta privada a Liban Adde por la cantidad de \$14,978.00 (Deirdre Glenn)

6. TD Bank Non-Profit Training Resource Fund

A resolution of the City Council of the City of Newburgh authorizing the City Manager to apply for and accept if awarded a TD Bank Non-Profit Training Resource Fund Grant in the amount of \$1,000.00 to cover the registration fee for participation in the Hudson Valley Pattern for Progress 2016 Community Builders Program. (Deirdre Glenn)

Una resolución del Concejal de la Ciudad de Newburgh autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una beca sin fines de lucro del Fondo de Recursos de Entrenamiento de TD- Bank por la cantidad de \$1,000.00, para cubrir el costo de registración por participar en el Programa de Modelo del Progreso de Constructores de la Comunidad 2016. (Dierdre Glenn)

7. Purchase of 205 Broadway

A resolution to authorize the conveyance of real property known as 205 Broadway (Section 35, Block 2, Lot 19) at private sale to Wei Lou for the amount of \$45,000. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 205 de Broadway (Sección 35, Bloque 2, Lote 19) en una venta privada a Wei Lou por la cantidad de \$45.000.00 (Deirdre Glenn)

8. Purchase of 87 Carson Avenue

A resolution to authorize the conveyance of real property known as 87 Carson Avenue (Section 45, Block 8, Lot 10) at private sale to Daniel Green for the amount of \$6,700.00. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 87 de la avenida Carson (Sección 45, Bloque 8, Lote 10) en una venta privada a Daniel Green por la cantidad de \$6,700.00. (Deirdre Glenn)

9. Purchase of 86 Carson Avenue

A resolution to authorize the conveyance of real property known as 86 Carson Avenue (Section 45, Block 12, Lot 19) at private sale to Daniel Green for the amount of \$6,700.00. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 86 de la avenida Carson (Sección 45, Bloque 12, Lote 19) en una venta privada a Daniel Green por la cantidad de \$6,700.00. (Deirdre Glenn)

10. Purchase of 232 South William Street

A resolution to authorize the conveyance of real property known as 232 South William Street (Section 28, Block 4, Lot 54) at private sale to Virgilia Sagastume for the amount of \$15,000. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 232 del Sur de William (Sección 28, Bloque 4, Lote 54) en una venta privada a Virginia Sagastume por la cantidad de \$15,000.00 (Deirdre Glenn)

11. Transfer of Funds to Cover Outstanding Contract with Landmark Archeology for Broadway Street School

Resolution amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer \$11,306.57 from general fund contingency to planning and development – other services and amending Resolution No: 300-2015, the 2016 budget for the City of Newburgh, New York to transfer \$11,306.57 from General Fund Contingency to Planning and Development – Other Services to complete the Post-Field Report for the Broadway School/Courthouse Project

12. Purchase of 285 Grand St, 285 Grand St Rear & 283 Grand St Rear

A resolution to authorize the conveyance of real property known as 285 Grand street (Section 10, Block 1, Lot 10), 285 Grand Street rear (Section 10, Block 1, Lot 11) and 283 Grand street rear (Section 10, Block 1, Lot 13) at private sale to Michael Lebron D/B/A Dwellstead for the amount of \$3,000.00. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 285 de la calle Grand (Sección 10, Bloque 1, Lote 10), parte trasera del 285 de la calle Grand (Sección 10, Bloque 1, Lote 11) y la parte trasera del 283 de la calle Grand (Sección 10, Bloque 1, Lote 13) en una venta privada a Michael Lebron (que opera como Dwellstead) por la cantidad de \$3,000.00. (Deirdre Glenn)

13. Purchase of 194 Dubois Street

A resolution to authorize the conveyance of real property known as 194 Dubois Street (Section 11, Block 1, Lot 27) at private sale to Jawara Herring for the amount of \$500.00. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 194 de la calle Dubois (Sección 11, Bloque 1, Lote 27) en una venta privada a Jawara Herring por la cantidad de \$500.00 (Deirdre Glenn)

14. Purchase of 37 Hasbrouck Street

A resolution to authorize the conveyance of real property known as 37 Hasbrouck Street (Section 38, Block 4, Lot 17) at private sale to Michael Connors and Suzanne Timmer D/B/A Balanced Builders, Inc. for the amount of \$20,000. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 37 de la calle Hasbrouck (Sección 38, Bloque 4, Lote 17) en una venta privada a Michael Connors y Suzanne Timmer (que opera como Balanced Builders, Inc.) por la cantidad de \$20,000.00. (Deirdre Glenn)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

15. Application FEMA AFG FY2015 Training Equipment

A resolution authorizing the City Manager to apply for and accept if awarded a grant available under the fiscal year 2015 FEMA Assistance to Firefighters Grant Program in an amount not to exceed \$25,000.00 with a \$2,500.00 City match to provide support for the purchase of training equipment for the City of Newburgh Fire Department.

Discussion Items/Temas de Discusión

16. Resolution to Request Reform of NYS Public Education Funding

A Resolution of the City Council of the City of Newburgh to Request the Reform of New York State Public Education Funding. (Mayor Kennedy)

Una resolución del Concejal de la Ciudad de Newburgh solicitando la Reforma del Estado de Nueva York del Fondo de Educación Pública. (Mayor Kennedy)

17. 2016 Council Rules & Order of Procedure

A resolution adopting rules of order and procedure for the Council of the City of Newburgh for the year 2016. (Michelle Kelson)

Una resolución adoptando las reglas de orden y procedimiento por el Concejal de la Ciudad de Newburgh para el año 2016. (Michelle Kelson)

18. Comprehensive Planning and Communication

An introduction (Michael Ciaravino, Deirdre Glenn & Michelle Kelson)

Executive Session/ Sesión Ejecutiva

19. Pending Litigation/Litigio pendiente

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF
TRANSPORTATION
TO SHARE MATERIALS AND EQUIPMENT TO ASSIST IN THE
MAINTENANCE OF STATE AND MUNICIPAL ROADS**

WHEREAS, pursuant to New York State General Municipal Law Section 99-r, any department of New York State and any municipal corporation may enter into agreements or contracts to share services and/or lend materials and equipment for the purpose of providing a variety of governmental services; and

WHEREAS, the New York State Department of Transportation has offered to enter into such a shared services agreement with the City of Newburgh to share services and/or lend materials and equipment for the maintenance of State and Municipal roads and would allow the sharing of resources during an event that does not warrant or require an emergency declaration of the Governor according to the terms and conditions of the proposed contract attached hereto; and

WHEREAS, entering into such a shared services agreement would be in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh the attached Shared Services Agreement with the New York State Department of Transportation in substantially the same form as attached hereto with other provisions as Corporation Counsel may require.



Department of Transportation

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

TODD WESTHUIS, P.E.
Acting Regional Director

December 14, 2015

Michael G. Ciaravino
City Manager
City Hall
83 Broadway
Newburgh, NY 12550

Dear Michael Ciaravino,

I've been asked to progress a Shared Services Agreement between NYSDOT and your agency to facilitate disaster assistance as the need arises. This agreement would allow us to share resources during an event that does not warrant or in the absence of a Governor's Emergency Declaration.

Attached please find a Shared Service agreement for your review. If you're interested in participating in this agreement, please sign, date, and return to my office.

If you'd like to discuss this further, or if you're not interested in participating, please give me a call.

Thank you.

A handwritten signature in blue ink, appearing to read "Shahid Quadri", with a long horizontal flourish extending to the right.

Shahid Quadri, PE
New York State Department of Transportation
Resident Engineer – Orange County East
112 Dickson Street
Newburgh, NY 12550
(845)562-4020

SCHEDULE A

NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

Emergency assistance, including snow and ice control pursuant to Highway Law Section 55, as may be needed and agreed to by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: _Not to exceed \$10,000._____

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

To be determined based on services and materials provided by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: _Not to exceed \$10,000._____

SHARED SERVICES AGREEMENT
Between
NYSDOT and _____

THIS AGREEMENT, dated _____, 201_, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the _____, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.
5. The term of this Agreement shall be for one (1) year. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region 2

MUNICIPALITY

City of Newburgh

By: Shahid Quadri Date: 12/14/15 By: _____ Date: _____
Resident Engineer – East Orange County _____ Highway Superintendent

NYSDOT – Region _____

By: _____ Date: _____
Regional Director of Operations

Approved as to form:

MICHELLE KELSON
Corporation Counsel

DATE

JOHN J. ABER
City Comptroller

DATE

SHARED SERVICES AGREEMENT
Between
NYSDOT and _____

THIS AGREEMENT, dated _____, 201_, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the _____, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.
5. The term of this Agreement shall be for one (1) year. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region ____

MUNICIPALITY

By: _____ Date: _____
Resident Engineer – _____ County

By: _____ Date: _____
_____ Highway Superintendent

NYSDOT – Region ____

By: _____ Date: _____
Regional Director of Operations

SCHEDULE A

NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

Emergency assistance, including snow and ice control pursuant to Highway Law Section 55, as may be needed and agreed to by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: _Not to exceed \$10,000._____

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

To be determined based on services and materials provided by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: _Not to exceed \$10,000._____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

DATE

JOHN J. ABER
City Comptroller

DATE

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CHANGE ORDER
REDUCING THE COST OF THE CONTRACT WITH RAY S. PANTEL, INC. BY
\$35,000.00 IN CONNECTION WITH THE INSTALLATION OF A TRAFFIC SIGNAL
FOR THE INTERSECTION OF COLDEN STREET/FOURTH STREET
AND REV. DR. MARTIN LUTHER KING JR. BOULEVARD**

WHEREAS, by Resolution No. 287-2014 of November 24, 2014, the City Council of the City of Newburgh awarded a bid and authorized the City Manager to execute a contract with Ray S. Pantel, Inc., for the base bid amount of \$298,500.00 for the installation of a traffic signal for the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard in the City of Newburgh; and

WHEREAS, the installation of the traffic signal has been completed and a change order for a reduction in costs associated with Project in the amount of \$35,000.00 has been submitted; and

WHEREAS, this Council finds that authorizing the City Manager to execute the change order annexed hereto 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 hereby is authorized to execute a change order to the contract with Ray S. Pantel, Inc. for the installation of the traffic signal at the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King, Jr. Boulevard in the City of Newburgh for a cost reduction in the amount of \$35,000.00.

From: Michael Hurtt

LETTER OF TRANSMITTAL



Date: 12/22/15

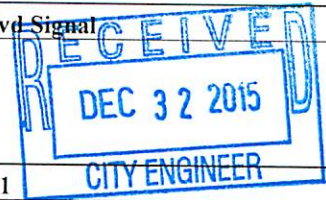
14 digit CHA project #: 26876

3 Winners Circle
Albany, NY 12205

Project Name: MLK Blvd Signal

Client Project No.:

RE: Change Order No. 1



To: City of Newburgh

83 Broadway

Newburgh, NY 12550

Attention: Jason Morris

We Are Transmitting to You:

☐ Under Separate Cover VIA _____

☒ Attached

☐ Plans

☐ Approval of Subcontractor

☐ Copy of Letter

☐ Specifications

☐ Order on Contract

☐ Photographs

☐ Report

☐ Original Drawings

☐ Proposal

☐ Form _____

☒ Other Change Order No. 1

Number of Copies	DWG./Revision Date	Drawing Number	Description
4	12/14/15		Change Order No. 1

These are Transmitted as Noted Below:

☐ For Approval

☐ Approved as Submitted

☐ Resubmit _____ Copies for Approval

☐ For Information

☐ Approved as Noted

☐ Resubmit _____ Copies for Distribution

☒ For Action

☐ For Corrections

☐ Return _____ Corrected Prints

☐ As Requested

☐ For Review and Comments

☐ _____

Remarks:

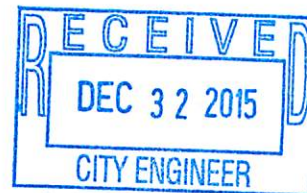
Jason...please sign all 4 copies and return 3 to my attention (or I can pick up when I meet with you on the 29th. Thank you

Copies To

(Signature)

By: Michael Hurtt

Note: If Enclosures are not as noted, please notify us at once.



December 14, 2015

Mr. Ray Pantel
Ray S. Pantel, Inc.
71-73 Wisner Avenue
Middletown, NY 10940

**RE: Rev. Dr. Martin Luther King Jr. Boulevard & Colden Street/
4th Street Traffic Signal Installation - City of Newburgh, Orange County
CHA File: 26876**

CHANGE ORDER No. 1

Dear Mr. Pantel:

This Change Order Letter is issued to adjust the Contract Value for the subject project based on work items not used in this contract.

Original Contract Value: \$298,500.00

Items to be removed:

Item 18 – Striping (\$5,000.00)

Item 19 – Allowance (\$30,000.00)

Adjusted Contract Value: \$263,500.00

Please sign where indicated to confirm your agreement with this contract value change and return to my attention to be processed by the City.

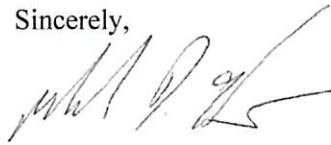
Ray Pantel, Pantel Electric

Jason Morris, City Engineer

It is anticipated that at the end of the 30-day period for successful traffic signal operation (on or about January 8, 2016), and following verification that all punch list items have been addressed to the satisfaction of the City, a final payment application can be submitted and processed with the City.

Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "MDH", with a stylized flourish at the end.

Michael D. Hurtt, P.E.
Manager, Construction Engineering Services

MDH/

Cc: Jason Morris (City of Newburgh)

Lee Ecker, CHA

V:\Projects\ANY\K3\26876\Corres\26876L10 Change Order 1.doc

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**RESOLUTION AUTHORIZING AN INCREASE TO THE TOTAL PROJECT BUDGET
FOR THE BRADY, ELLIS AND MARNE AVENUE WATER TANK
REPAIR AND REPLACEMENT PROJECT**

WHEREAS, by Resolution No. 191-2011 of September 26, 2011, the City Council of the City of Newburgh authorized the issuance of \$2,720,000.00 in bond financing for the cost of certain capital projects of which \$2,200,000.00 was appropriated for the Brady, Ellis and Marne Avenue Water Tank Repair and Replacement Project (the "Project"); and

WHEREAS, by Resolution No. 86-2012, the City Council authorized an increase in the Project's total authorized budget in the amount of \$550,000.00 raising the Project's total cost from \$2,200,000 to \$2,750,000; and

WHEREAS, the Project has now been completed and a review of the Project invoices finds that the Project's final cost of \$2,899,364.56 exceeds the existing authorized budget for the Project in the amount of \$149,362.56; and

WHEREAS, this Council has determined that authorizing an increase in the Project's total budget in the amount of \$149,364.56 from \$2,750,000.00 to \$2,899,364.56 is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the authorized total project budget for the Brady, Ellis and Marne Avenue Water Tank Repair and Replacement Project be increased in the amount of \$149,364.56 from \$2,750,000.00 to \$2,899,364.56.

[illegible]

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 15 LIBERTY STREET (SECTION 45, BLOCK 5, LOT 15) AT
PRIVATE SALE TO JOHN BONHOMME, JR. AND JOHN BONHOMME, SR.
FOR THE AMOUNT OF \$28,000**

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 15 Liberty Street, being more accurately described as Section 45, Block 5, Lot 15, 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 April 11, 2016, being 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>
15 Liberty Street	45 – 5 – 15	John Bonhomme, Jr. John Bonhomme, Sr.	\$25,000.00

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

Terms and Conditions Sale

15 Liberty Street, City of Newburgh (45-5-15)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. 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. 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 April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

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

Proposal Form

Contact Information:

RECEIVED
12/8/15

Name: JOHN BONHOMME, JR & JOHN BONHOMME, SR.
Business Name (If Applicable): SODACOVA GROUP, LLC.
Address: P.O. BOX 20508 PARK WEST FINANCE STATION NEW YORK, NY 10025
City, State & Zip: NEW YORK, NY 10025
Home phone: _____
Business Phone: _____
Mobile Phone: (917) 342-2169 & (917) 208-6670
E-mail: JOHN.BONHOMMEJR@GMAIL.COM & JBONHOMME@AOL.COM
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 15 LIBERTY ST NEWBURGH, NY 12550
SBL#: 45-15-15
Order of Preference: (If submitting more than one proposal): _____

Type of Project:

____ Single Family Yes ____ No ____
☒ Multi-Family Yes ☒ No ____ # Units: 2
☒ Commercial ____ Industrial

Offer Purchase Price: \$ 28,000

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

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: \$ 38,100

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 licensed electricians and plumbers.

General Contractor: SANDRO ELECTRIC, MICHAEL VERNAL
Architect: JEFF WILKINSON
Engineer: JOEL SCHACTER

15 Liberty Street

Project Timeline:

2 Months

Projected Expenses:

Purchase Price: \$28,000

Roof: \$8,000

Plumbing: \$15,000

Cleaning: \$3,000

Paint: \$1,000

Appliances: \$3,000

Facade: \$3,000

Windows: \$1,600

Misc: \$3,500

Total Projected Expenses: \$66,100

Project Overview:

Restoration of 15 Liberty Street should take approximately 2 months to complete (weather permitting). The building is in fair condition and seems to be structurally sound. It is a semi-detached row style building. The structure will undergo a plumbing update by city approved contractor Mike Vernal which will be the most costly and time consuming portion of the renovation. The building will be outfitted with a commercial space on the first floor and apartment units on the second and third floor. All work during this renovation will be done using City of Newburgh contractors.

Cleaning out the entire building will be the first phase of the restoration. Currently, all three floors are unkempt which includes damage from animals. Specifically dog feces of located primarily in the basement and on second floor.

The second phase of the restoration will be to update the plumbing and bathrooms throughout the entire building. The bathrooms are in very poor shape. City of Newburgh licensed contractor Michael Vernal will be utilized for the full renovation of the bathrooms on all three floors. This phase will cost approximately \$15,000 because the bathrooms are relatively small and are currently ready to be worked on.

The next and final phase of the renovation will be to address the cosmetic issues. These issues are: a small hole in the roof (approximately one foot in diameter), warped flooring, and a fresh coat of paint. The other minor issues will be to address the neglect of the facade. This will be done by painting the front with a neutral color and redoing the storefront windows with a design similar to those seen further north on Liberty Street.

Overall the restoration of 15 Liberty Street will fit in well with the current resurgence taking place in Newburgh. This restoration along with the one taking place across the street at 2 Liberty will be critical to infusing the prosperity seen at the northern end of Liberty Street into the southern end. This building will be crucial to the restoration of 2 Liberty Street being that we plan on using it as a design and work space to assist in the immense job that rests just across the street. The first floor open space will be temporarily used as a workshop to assist in the completion of 2 Liberty. The restoration of these two buildings will rejuvenate a street that has been largely neglected.

Development Experience:

	Project No. 1	Project No. 2
Project location: Please list all addresses (not merely project name). Include street number, street, city and zip	165 LIBERTY ST NEWBURGH, NY 12550	28 MONUMENT ST NEWBURGH, NY 12550
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	MANAGING PARTNER	MANAGING PARTNER
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)	MODERATE REHABILITATION	SUBSTANTIAL REHABILITATION
Use: (i.e. single-family, multi-family rental or commercial)	MULTI-FAMILY RENTAL	MULTI-FAMILY RENTAL
Number of Buildings in Project	1	1
Total Number of Residential Units in Project	3	3
If commercial, total square footage of project	0	0
Systems Replaced	HEATING, HOT WATER	HEATING, HOT WATER ELECTRICAL, PLUMBING, ROOF
Total Development Costs	20,000	60,000
Current Status (predevelopment, in construction, ___% complete, completed, converted to permanent financing)	100% Complete	100%
Government Program, if any (provide name of program and agency, name and current phone of reference)	N/A	N/A

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

Finances:

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

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 ☒

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.

John Bonhomme [Signature] 12/4/15 12/4/15
Signature Date
JOHN BONHOMME, JR. [Redacted]
JOHN BONHOMME, SR. SS# [Redacted] Date of Birth [Redacted]
Print Name

Submit Application to:

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

JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

October 31, 2015 through November 30, 2015
Account Number: [REDACTED] 8362

00024571 DRE 802 210 33515 NNNNNNNNNY 1 000000000 66 0000
SODACOVA GROUP LLC
PO BOX 20508
NEW YORK NY 10025-1514

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

CHECKING SUMMARY

Chase Total Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$11,127.35
Deposits and Additions	9	79,096.14
Checks Paid	2	- 650.00
ATM & Debit Card Withdrawals	8	- 318.72
Electronic Withdrawals	2	- 667.17
Ending Balance	21	\$88,587.60

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
11/03	Deposit	\$876.50
11/05	Deposit	53,269.64
11/06	Deposit	2,300.00
11/09	Deposit 781114241	1,000.00
11/16	Deposit	500.00
11/16	Deposit	200.00
11/19	ATM Check Deposit 11/19 2438 Broadway New York NY Card 0300	800.00
11/19	ATM Cash Deposit 11/19 2438 Broadway New York NY Card 0300	150.00
11/23	ATM Check Deposit 11/23 1051 Jackson Ave Long Island C NY Card 0300	20,000.00
Total Deposits and Additions		\$79,096.14

Purchase Proposal Summary

Location: 15 Liberty Street

Tax Map Number: 45-5-15

Property Class: 481—Attached Row Building

Zoning: DN (Downtown) - Within East End Historic District

Description: Year Built—1910; 3334sf; Mixed Use Building—2 apartments (one on the 2nd floor, another on the 3rd floor) with a vacant commercial space on the 1st floor. Lot size: 25 x 100.

Condition: Fair

Assessed Value: \$78,700

Annual Taxes: \$ 4,635+/-

Selling Price: \$ 27,575 @ 35%

The city acquired this property: February 2015

Offer Information:

Name: John Bonhomme Jr & John Bonhomme Sr

Offer Price: **\$ 28,000**

Construction Estimate: \$ 38,100

Proof of Financing: Chase Account

Comments: The first floor commercial area has been gutted. The apartments need a complete clean-out as well as plumbing repairs. The roof also needs to be repaired; there is ceiling damage in the 3rd floor apartment. The buyers have recently purchased 2 Liberty Street from the City of Newburgh. The renovation of that building could be transformative for this section of Liberty Street. 15 Liberty Street is on the opposite side but close to 2 Liberty. By renovating both buildings, the purchasers hope to anchor this block of Liberty Street. This father & son team are experienced renovators. The purchasers have already renovated two buildings in the City of Newburgh: 28 Monument Street and 103 Carson Avenue. They will be using local contractors for the rehabilitation work. The purchasers are current on taxes and other charges on all his City of Newburgh properties—per the City of Newburgh Tax Office.





Exterior—View of the block



Rear of property



1st Floor Commercial Area



1st Floor Commercial area



Front bedroom—typical of the debris inside the building.



3rd Floor ceiling showing roof damage

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 246 FIRST STREET (SECTION 22, BLOCK 5, LOT 26)
AT PRIVATE SALE TO LIBAN ADDE FOR THE AMOUNT OF \$14,978**

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 246 First Street, being more accurately described as Section 22, Block 5, Lot 26, 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 April 11, 2016, being 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>
246 First Street	22 – 5 – 26	Liban Adde	\$14,978.00

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

246 First Street, City of Newburgh (22-5-26)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
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.
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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.**
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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.
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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.

RECEIVED
12/16/2015

Proposal Form

Contact Information:

Name: Lilam Adde
Business Name (If Applicable): _____
Address: 3465 SEYMOUR AVE #4B
City, State & Zip: BRONX NY 10469
Home phone: _____
Business Phone: 718-696-2090
Mobile Phone: 845-401-7203
E-mail: Lilamadde@hotmail.com
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 246 FIRST ST
SBL#: ~~7-4-2~~ 22-5-26

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

Type of Project:

____ Single Family Yes ____ No ____
☒ Multi-Family Yes ☒ No ____ # Units: 4
____ Commercial ____ Industrial

Offer Purchase Price: \$ 14,978

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

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: \$ 54,700

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 licensed electricians and plumbers.

General Contractor: _____
Architect: _____
Engineer: _____

246 First Street, Newburgh, NY 12550

SBL# 7-7-42: Property Class: 210; Zoning Code: R-1

Property Type: Residential 4 units

Timeline: 18 months

Expenses:

Roof -	\$13,000
Electrical -	\$2,000
Plumbing -	\$3,500
Repairs -	\$20,000
Structural -	\$7,400
Clean up -	\$4,000
Permits -	\$500
Misc -	<u>\$4,300</u>

Total Estimate - \$54,700

The first phase of the project would begin with repairing the roofs and the leaks on the bathroom by utilizing licensed city Plumber and roofing Contractor. The second phase is to repair the units using licensed city Contractor and final phase is to clean up the storage units.

The goal is to have a functioning four affordable housing units, where the owner will live the first floor unit and rent the others. This is crucial development because it will help revitalization on this area of the city, where there are number of vacant and abandoned buildings that currently exist on First Street, near the St. Luke's Cornwall Hospital and need repairs.

Expenses Breakdown:		
Roof		\$10,000
Third Floor		
	Plumbing	\$2,000
	Repairs	\$10,000
Second Floor		
	Plumbing	\$1,500
	Repairs	\$2,000
First Floor		
	Repairs	\$8,000
Lower Roof		\$3,000
Storages - Clean up		\$4,000
Structural - Investigation		\$600
Misc- Structural		\$6,800
Misc - Electrical		\$2,000
Permits		\$500
Misc -		\$4,300
Total Estimate		\$ 54,700

Field Observation

Roof:

On the third floor, it was notice leak marks on the ceiling. Accordance to the tenant living in the building, part of the roof came off previous years and was put it back and building roof leaks during winter.

Lower Roof:

The lower Roof need repair. It seems proper material were not unitized the construction of the roof.

Third Floor

The third floor is vacant. There are two kitchens and two bathrooms that are not functioning and need repairs for pluming, flooring, appliance and cabinets. In addition, there are two bedrooms that need clean up, new flooring and paint. All windows need repair or replacement.

Second Floor

The second floor consist of one (1) two bedroom unit and one (1) standing alone room with adjacent bathroom.

The one (1) bedroom unit currently rented. Building wall settlement was notice one of the walls in the kitchen. Structural Engineer will be hired to investigate the settlement and provide a solution. All windows in this unit need repair or replacement.

The one (1) standing alone room is vacant and need clean up, new carpet, and paint. There are two windows need repair or replacement. The one adjacent bathroom is leaking into the first floor and need repair. Also, there is window in this bathroom that need repair or replacement

First floor

First floor consists of one (1) two bedroom unit with kitchen, bathroom, living room and dining room. One bedroom is occupied. The bedroom, living room, and dining room are vacant and need clean up, flooring and paint. All windows need repair or replacement.

Leaks were observed on the ceiling adjacent to the vacant bedroom and it is coming from the second floor bathroom. The leak needs to be stopped to avoid further damages to the joists.

Storage units:

There are five storage units with one large room. They are full of stored material need clean up and paint.

Development Experience:

	Project No. 1	Project No. 2
Project location: Please list all addresses (not merely project name). Include street number, street, city and zip	ELLENVILLE, NY	
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	ENGINEER	
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)	Moderate Rehabilitation	
Use: (i.e. single-family, multi- family rental or commercial)	Multi-family Rental	
Number of Buildings in Project	1	
Total Number of Residential Units in Project	2	
If commercial, total square footage of project	N/A	
Systems Replaced	3 25,000	
Total Development Costs	25,000	
Current Status (predevelopment, in construction, ____% complete, completed, converted to permanent financing)	100% Completed	
Government Program, if any (provide name of program and agency, name and current phone of reference)	N/A	

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

Finances:

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

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 ☒

What You should Attach:

- ☒ Description of renovation plan with preliminary budget
- ☒ Verification of financial capacity
- ☐ 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.



Signature

12/15/2015
Date

William Adde

Print Name

SS# [REDACTED]

Date of Birth [REDACTED]

Submit Application to:

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

ARCADIS U.S., INC. RETIREMENT SAVINGS PLAN

c/o T. Rowe Price, PO Box 17349
Baltimore MD 21297-1349

Liban A Adde**Retirement Account Summary****June 27, 2015 to October 25, 2015**

Contact Us--rps.troweprice.com or Mobile--www.troweprice.mobi
1-800-922-9945 (M-F 7 a.m. - 10 p.m. Eastern Time)

To change your name/address, contact the Employee Self- Service (ESS) via the ARCADIS Intranet

Liban A Adde
3465 Seymour Ave #4B
Bronx NY 10469

This statement has been sent to you as a special request separate from your quarterly account statement.

ACCOUNT AT A GLANCE

Beginning Balance	\$61,177.50
+ Your Contributions	\$755.93
+ Employer Contributions	\$755.93
+ Loan Repayments	\$10,527.70
- Fees	\$0.00
- Gain/Loss	-\$1,361.84
Ending Balance	\$71,855.22
+ Outstanding Loan Balance	\$22,164.59
Total Account Value	\$94,019.81
Vested Balance	\$94,019.81

CONTRIBUTIONS

Contribution Type	This Period	Since Joining T. Rowe Price
Employee Pre-Tax	\$755.93	\$37,244.98
Rollover	\$0.00	\$6,701.11
Total Employee Contributions	\$755.93	\$43,946.09
Employer Match Post 2008	\$755.93	\$12,146.87
MP Prior Match	\$0.00	\$2,460.15
Total Employer Contributions	\$755.93	\$14,607.02

This section shows contributions made to your account, net of any contributions that may have been returned to you as an excess. It does not reflect any money you may have taken out of your account.

INVESTMENT ACTIVITY

Investment	Beginning Balance	Money In/ Money Out	Gain/Loss	Ending Balance
Retirement Funds				
Vanguard Target Ret 2035 Tr II	\$61,177.50	\$12,039.56	-\$1,361.84	\$71,855.22
Ending Balance	\$61,177.50	\$12,039.56	-\$1,361.84	\$71,855.22
Outstanding Loan Balance				\$22,164.59
Total Account Value				\$94,019.81

Money In/ Money Out is the net total of all contributions, payments, other credits, withdrawals, other debits, and transfers made to and from your investment(s).

TRANSACTION DETAIL

TRANSACTION DETAIL		Transaction Information			Running Balance
Fund/Date	Transaction	Amount	Share Price	Number of Shares	Shares Owned
Retirement Funds					
Vanguard Target Ret 2035 Tr II (Average cost per share \$25.27)					
06/26/2015	Beginning Balance	\$61,177.50	\$27.02	2,264.1561	2,264.1561
07/10/2015	Contribution	\$72.08	\$26.63	2.7068	2,266.8629

Retire with confidence®

T. Rowe Price
INVEST WITH CONFIDENCE

Purchase Proposal Summary

Location: 246 First Street
Tax Map Number: 22-5-26
Property Class: 411—Apartment
Zoning: RM—Residential Medium Density
Description: Detached multi-family home; Year built: 1870; 3967sf; Detached garage/storage; lot size: 50 x 150
Condition: Fair
Assessed Value: \$199,700
Annual Taxes: \$ 11,760+/-
Selling Price: \$ 59,910 @ 30%; \$19,970 @ 10%

The city acquired this property: October 2013

Offer Information:

Name: Liban Adde
Offer Price: \$ 14,978
Construction Estimate: \$ 54,700+/-
Proof of Financing: Retirement Account Arcadis U.S. Inc. c/o T. Rowe Price



Comments: The house needs major renovation. Currently, it is only partially rented. The roof on the main house and the first floor extension need repair. Leak marks were noted on the third and first floors. The kitchens and baths on the third floor need to be repaired. Windows throughout the building need to be replaced. The floor plan of the building is unusual: it appears to have been previously used as a rooming house. The first and second floors need to be reconfigured. The large former garage/storage area is stuffed with debris. The purchaser plans to live in the first

floor and rent out the other apartments. He is an engineer and has experience with building construction. The building is located in an area of First Street—near St Luke's Hospital—that contains numerous vacant buildings in various states of neglect. Revitalizing this building should have a stabilizing effect in the neighborhood.



Garage/Storage and Rear of Building



Kitchens



Interior unrenovated rooms



Some of the debris in the garage/storage area



Bath



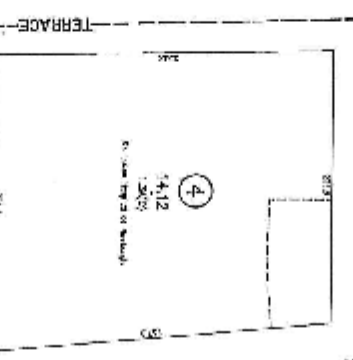
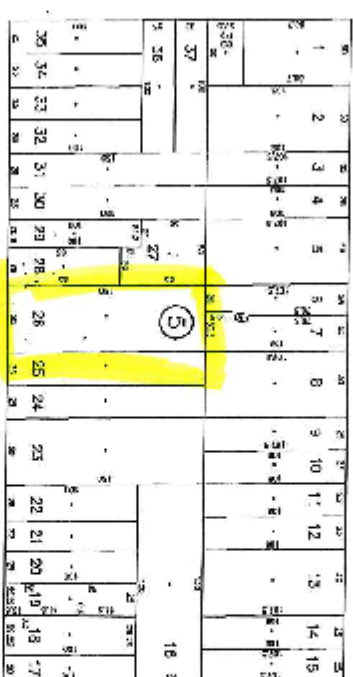
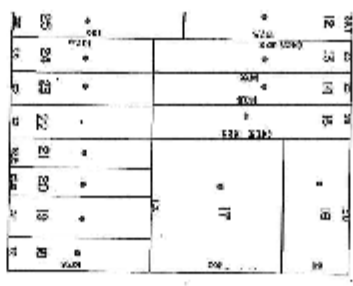
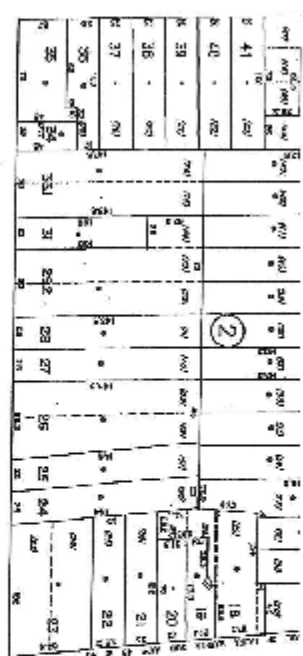
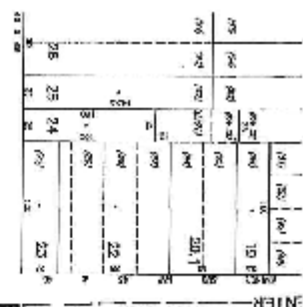
Interior leak marks



Interior View



Basement



SECTION 23

ORANGE COUNTY-NEW YORK

NOTED BY
COUNTY CLERK
JAN 10 1892
RECORDED
JAN 10 1892



ADJUTANT GENERAL

CITY OF NEWBURGH

Scale 1" = 50' Section No. 22

NEW YORK 1892

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF
AWARDED A TD BANK NON-PROFIT TRAINING RESOURCE FUND GRANT
IN THE AMOUNT OF \$1,000.00 TO COVER THE REGISTRATION FEE FOR
PARTICIPATION IN THE HUDSON VALLEY PATTERN FOR PROGRESS
2016 COMMUNITY BUILDERS PROGRAM**

WHEREAS, City Planner Alexandra Church has been accepted into the Hudson Valley Pattern for Progress 2016 Community Builders Program (the “Program”); and

WHEREAS, the Program requires a registration fee of \$1,000.00 and a grant from TD Bank Non-Profit Training Resource Fund can be applied to the Program entrance fee; and

WHEREAS, the TD Bank Non-Profit Training Resource Fund grant requires no City match; and

WHEREAS, this Council has determined that applying for such grant to cover the registration fee for the Program is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby authorizes the City Manager to apply for and accept if awarded a TD Bank Non-Profit Training Resource Fund grant in the amount of \$1,000.00 to cover the registration fee to participate in the Hudson Valley Pattern for Progress 2016 Community Builders 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.

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 205 BROADWAY (SECTION 35, BLOCK 2, LOT 19)
AT PRIVATE SALE TO WEI LOU FOR THE AMOUNT OF \$45,000**

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 205 Broadway, being more accurately described as Section 35, Block 2, 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 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 April 11, 2016, being 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>
205 Broadway	35 - 2 - 19	Wei Lou	\$45,000.00

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

Terms and Conditions Sale

205 Broadway, City of Newburgh (35-2-19)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. 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. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

Proposal Form

Contact Information:

RECEIVED
12/9/15

Name: Wei Luo
Business Name (If Applicable): _____
Address: 202 152nd Street
City, State & Zip: Whitestone, NY 11357
Home phone: _____
Business Phone: 917-681-9948
Mobile Phone: _____
E-mail: louie-luo@hotmail.com
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 205 Broadway Newburgh, NY 12550
SBL#: 35-2-19

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

Type of Project:

☐ Single Family Yes _____ No _____
☒ Multi-Family Yes _____ No _____ # Units: 4
☐ Commercial ☐ Industrial

Offer Purchase Price: \$ 45,000

Does your proposal conform with existing zoning? Yes ☒ No _____

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

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 licensed electricians and plumbers.

General Contractor: Mesh Realty Group Inc.
Architect: _____
Engineer: _____

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

Finances:

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

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 ☒

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.

Signature  Date 12/8/15
Print Name Wei Luo SS# [REDACTED] Date of Birth [REDACTED]

Submit Application to:

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



Deposit Account Balance Summary

12/15/2015

Requestor information:

HUDSON CAPITAL 168 LLC

1202 152ND ST
WHITESTONE, NY 11357-1836

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
[REDACTED]	Chase Total Business Checking	11/08/2014	\$50,855.27	[REDACTED]
Customer Information				
HUDSON CAPITAL 168 LLC		Sole Owner		
WEIRONG LUO		Signer		

Deposit Account Balance Summary request completed by:

JOSEPH KIM
(718) 357-1432
Little Neck

JPMorgan Chase Bank, N.A.
Branch 108
252-34 Northern Boulevard
Little Neck, NY 11363

PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

This letter is written as a matter of business courtesy, without prejudice, and is intended for the confidential use of the addressee only. No consideration has been paid or received for the issuance of this letter. The sources and contents of this letter are not to be divulged and no responsibility is to attach to this bank or any of its officers, employees or agents by the issuance or contents of the letter which is provided in good faith and in reliance upon the assurances of confidentiality provided to this bank. Information and expressions of opinion of any type contained herein are obtained from the records of this bank or other sources deemed reliable, without independent investigation, but such information and expressions are subject to change without notice and no representation or warranty as to the accuracy of such information or the reliability of the sources is made or implied or vouched in any way. This letter is not to be reproduced, used in any advertisement or in any way whatsoever except as represented to this bank. This bank does not undertake to notify of any changes in the information contained in this letter. Any reliance is at the sole risk of the addressee.



Deposit Account Balance Summary

12/15/2015

Requestor information:

HUDSON CAPITAL 168 LLC

1202 152ND ST
WHITESTONE, NY 11357-1836

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
[REDACTED]	Business Select High Yield Savings	11/08/2014	\$9,276.28	[REDACTED]
Customer Information				
HUDSON CAPITAL 168 LLC		Sole Owner		
WEIRONG LUO		Signer		

Deposit Account Balance Summary request completed by:

JOSEPH KIM
(718) 357-1432
Little Neck

JPMorgan Chase Bank, N.A.
Branch 108
252-34 Northern Boulevard
Little Neck, NY 11363

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Release of Liability

I Wei Luo, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

Wei Luo
Print

h. l.
Signature

12/8/15
Date

Property Proposal Summary

Location: 205 Broadway
Tax Map Number: 35-2-19
Property Class: 411 – Apartment
Zoning: BC—Broadway Corridor
Description: 3-story, brick apartment building. Year built: 1920; 2532sf; Lot size—25 x 54, .Contains four apartments: 2 1-bedroom units; 2 2-bedroom units
Condition: Average
Assessed Value: \$126,300.00
Estimated Annual Taxes: \$ 7,438 +/-
Selling Price: \$ 50,520 @ 40%

The city acquired this property: October 2013

Offer Information:

Name: Wei Luo (Hudson Capital 168 LLC)
Offer Price: **\$ 45,000.00**
Construction Estimate: \$ N/A
Proof of Financing: J.P. Morgan Chase accounts

Comment: The purchaser owns several other properties in the City of Newburgh. Taxes and other municipal obligations are current as per the City of Newburgh tax office. The property is currently fully occupied. It needs some cosmetic repairs. There is no off-street parking and only metered parking for this building.



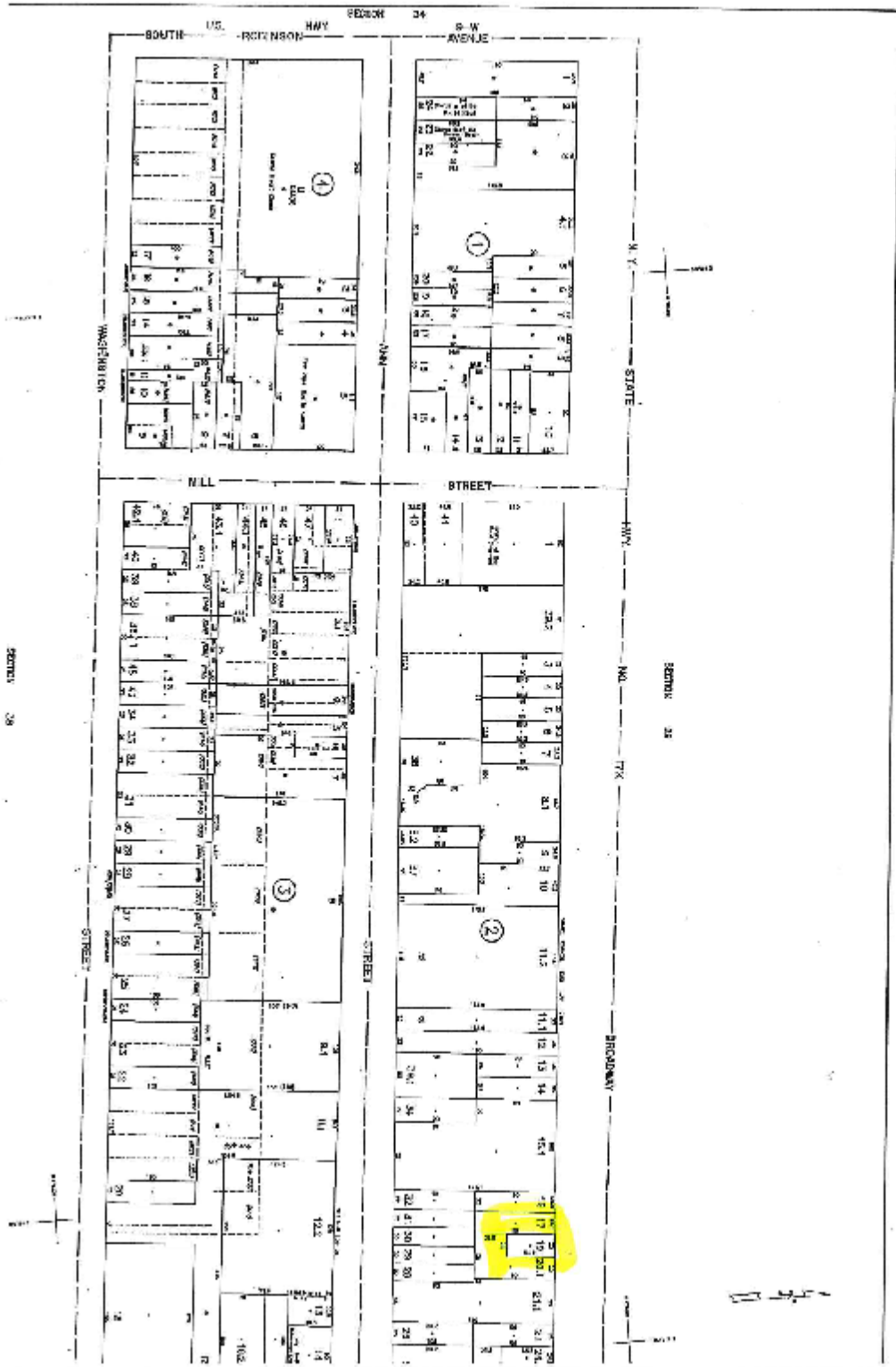


Interior Photos



Interior Photos





RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 87 CARSON AVENUE (SECTION 45, BLOCK 8, LOT 10)
AT PRIVATE SALE TO DANIEL GREEN FOR THE AMOUNT OF \$6,700.00**

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 86 Carson Avenue, being more accurately described as Section 45, Block 8, Lot 10, 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 April 11, 2016, being 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>
87 Carson Avenue	45 – 8 – 10	Daniel Green	\$6,700.00

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

87 Carson Avenue, City of Newburgh (45-8-10)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax years of 2016 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2016 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. 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.
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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.
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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 April 11, 2016. *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.
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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.

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Proposal Form

Contact Information:

Name: Daniel Green
Business Name (If Applicable): _____
Address: 17 Goodman Avenue
City, State & Zip: Newburgh NY 12553
Home phone: 845-565-3739
Business Phone: _____
Mobile Phone: 917-822-8799
E-mail: DJG823@AOL.COM
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 87 Carson Avenue Newburgh
SBL#: 45-8-10

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

Type of Project:

_____ Single Family Yes _____ No _____
☒ Multi-Family Yes _____ No _____ # Units: 2
_____ Commercial _____ Industrial

Offer Purchase Price: \$ 6,700

Does your proposal conform with existing zoning? Yes ☒ No _____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: \$ 25,000

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 licensed electricians and plumbers.

General Contractor: Robert Fetzner, Mike Verno
Architect: _____
Engineer: _____

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: X Personal Financial Statement
____ Letter from Lender/Investor
X Personal or Business Bank Statement
X Evidence of project funding
____ Developers should provide three years financial statements

Business Relationship:

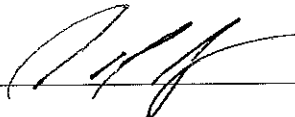
Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No X

What You should Attach:

- ✓ Description of renovation plan with preliminary budget
- ✓ Verification of financial capacity
- 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.

Signature  Date 12/15/15
Daniel J. Green SS# _____ Date of Birth _____
Print Name

Submit Application to:

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

87 CARSON AVENUE RENOVATION

WORK TO BE COMPLETED	RENOVATION SCHEDULE	REHAB COST
ELECTRIC	MAY 2016	\$ 3,000
PLUMBING	JULY 2016	6,000
PAINT/CLEAN	JULY 2016	3,000
ROOFING	APRIL 2016	5,000
FLOORING	AUGUST 2016	5,000
KITCHENS	AUGUST 2016	3,000

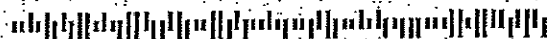
APPROXIMATE TOTAL = 25,000

walden SAVINGS bank

15 Scott's Corner Drive, Montgomery, NY 12549

*****AUTO**SCH 5-DIGIT 12553

1448 0.8604 AV 0.391 5 1 332



DANIEL J GREEN
17 GOODMAN AVE
NEW WINDSOR NY 12553-6510

RECEIVED

FEB 11 2015

DEPT. P. & D.

ACCOUNT STATEMENT

Account Number 603198060

Page 1 of 2

Statement Period:
10-05-15 thru 10-20-15

Customer Contact Center
(845) 457-7700

Option 3

Planning an International Trip? Walden Savings Bank is pleased to offer Foreign Currency Exchange. Visit waldensavingsbank.com/foreigncurrency or one of our 11 convenient locations - or call our Contact Center at 845.457.7700, option 3, for more information. Enjoy your trip!

Super Now

Balance last statement 10-05-15	\$0.00
Deposits and other additions	34,575.96
Checks paid and other subtractions	3,376.00
Ending balance on 10-20-2015	\$31,199.96

Activity on Your Account

Date	Description	Deposits and other additions	Checks paid and other subtractions	Balance
10-05-15	DEPOSIT	34,000.00		34,000.00
10-07-15	162704 POS PURCHASE QUICK CHEK FOOD NEW WINDSOR NY 60290801 162704		43.05	33,956.95
10-07-15	5845 ATM WITHDRAWAL WALDEN SAV BANK NEW WINDSOR NY NY000865 005845		300.00	33,656.95
10-09-15	DEPOSIT	574.56		34,231.51
10-09-15	3947 ATM WITHDRAWAL WALDEN SAV BANK NEW WINDSOR NY NY000865 005947		500.00	33,731.51
10-09-15	CHECK #99		1,000.00	32,731.51
10-09-15	CHECK #99		1,505.00	31,226.51
10-14-15	DELUXE CHECK CHECK/ACC		27.95	31,198.56
10-20-15	INTEREST AT 1002%	1.40		31,199.96

Checks Paid on Your Account

Check #	Date	Amount	Check #	Date	Amount	Check #	Date	Amount
99	10-09	1,000.00	99	10-09	1,505.00			



walden SAVINGS bank

15 Scott's Corner Drive, Montgomery, NY 12549

***** AUTO**SCH 5-DIGIT:12553

1730 0.5020 AV 0.391 5 1.396



DANIEL J GREEN
17 GOODMAN AVE 3RD FL
NEW WINDSOR NY 12553-6510

ACCOUNT STATEMENT

Account Number 308007794

Page 1 of 1

Statement Period:
10-07-15 thru 11-06-15

Customer Contact Center
(845) 457-7700
Option 3

Let Walden Savings Bank help you with your holiday shopping this year.
Stop by any branch to purchase a gift card for those on your list and
enjoy the extra time you saved with family and friends!

Statement Savings

Balance last statement 10-07-15	\$10,143.73
Deposits and Other Additions	13,000.61
Withdrawals and Other Subtractions	500.00
Ending Balance on 11-06-15	22,644.34

Activity on Your Account

Date	Description	Deposits and other additions	Withdrawals and other subtractions	Balance
10-29-15	DEPOSIT	162.17		10,305.90
10-30-15	HOMESITE GROUP (CLAIMPAY XXXXX0001	12,836.87		23,142.77
10-31-15	INTEREST	1.57		23,144.34
11-04-15	7940 ATM WITHDRAWAL WALDEN SAV BANK NEW WINDSOR NY NY000865.007940		300.00	22,844.34
11-06-15	8138 ATM WITHDRAWAL WALDEN SAV BANK NEW WINDSOR NY NY000865.008138		200.00	22,644.34

Interest Information

Interest Paid This Period	\$1.57	Interest Earned	\$1.34
Interest Paid 2015	\$17.65	Days in Period	30
Interest Paid Prior Year	\$0.00	Annual Percentage Yield Earned	0.12%

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES	\$0.00	\$0.00
TOTAL RETURNED ITEM FEES	\$0.00	\$0.00



P.O. Box 15284
Wilmington, DE 19850

PLATINUM PRIVILEGES®

Customer service information

Customer service: 1.888.562.1000

TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

 bankofamerica.com

 Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



0 487 021 620 002967 #001 AV 0.391

DANIEL J GREEN
17 GOODMAN AVE FL 3
NEW WINDSOR, NY 12553-6510

Your combined statement

for September 22, 2015 to October 21, 2015

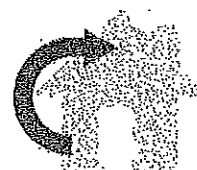
Your deposit accounts	Account/plan number	Ending balance	Details on
ScenicBanking - Beach BoFA Interest Checking	[REDACTED]	\$3,879.32	Page 3
Rewards Money Market Sav	[REDACTED]	\$17,158.65	Page 5
Total balance		\$21,037.97	

Want a lower monthly mortgage payment?

Call us about refinancing — rates could rise at any time.¹ Our experienced mortgage specialists are here to help you every step of the way.

1. Refinancing may increase the total number of monthly payments and/or the total amount paid when compared to your current situation. This is not a commitment to lend. Restrictions apply. ARDR5J7S

Call us today at 800.483.2623 to compare rates and terms



Purchase Proposal Summary

Location: 87 Carson Avenue
Tax Map Number: 45-8-10
Property Class: 220—Two Family
Zoning: RM Residential Medium Density - Within East End Historic District
Description: Year Built—1890; 1736sf; 2 apartments; Lot size: 25 x 100.
Condition: Poor
Assessed Value: \$ 33,100
Annual Taxes: \$ 1,737+/-
Selling Price: \$ 6,620 @ 20%

The city acquired this property: July 2009

Offer Information:

Name: Daniel Green
Offer Price: \$ 6,700
Construction Estimate: \$ 25,000
Proof of Financing: Walden Savings Bank & Bank of America Account
Comments: 87 Carson Avenue is a detached brick, 2-family home that has been vacant and neglected for many years. The needs extensive renovation. Roof repair is needed. There is black mold apparent on the ceiling several 2nd floor rooms. The purchaser owns two other properties in the City of Newburgh: 98 Carson Avenue and 74 Carson Avenue—both located on the same block as this property. Mr. Green purchased (July 2015) 74 Carson—a bank foreclosure in need of considerable repair. He has nearly completed the renovation work on that building. By purchasing this property and 86 Carson, the purchaser hopes to stabilize and help revitalize the neighborhood. The purchaser is current on his taxes and other municipal fees for the two properties he owns. He will be acting as his own contractor, thereby significantly saving on his repair costs. He resides close by in New Windsor.





1st floor kitchen



1st floor room



2nd floor room



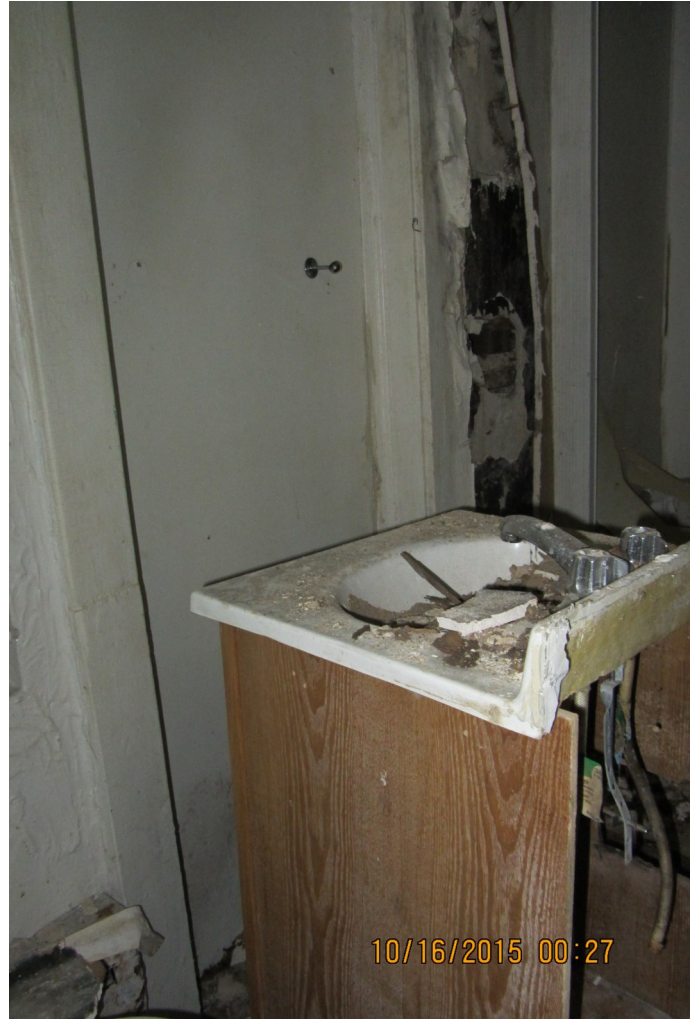
Bathroom



Second floor— kitchen

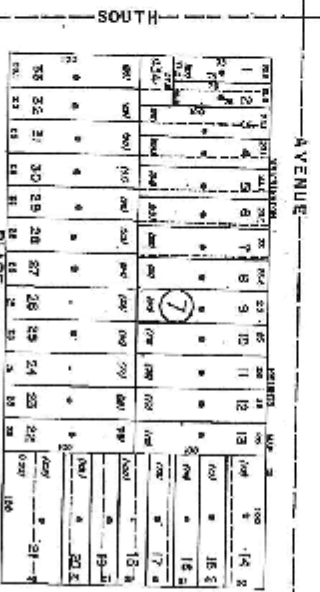
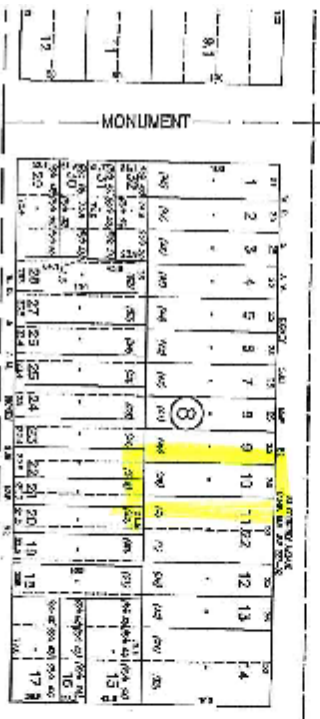
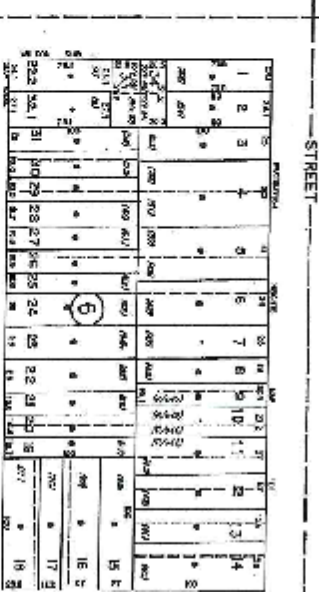
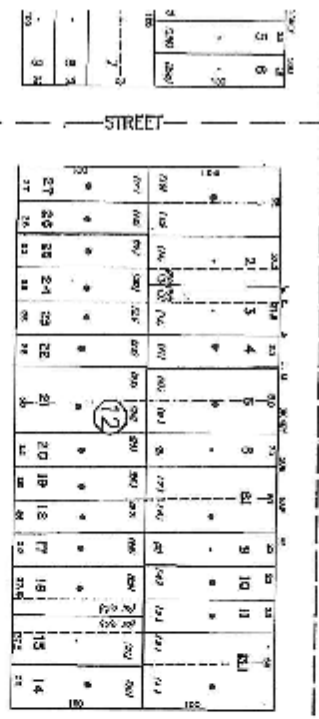
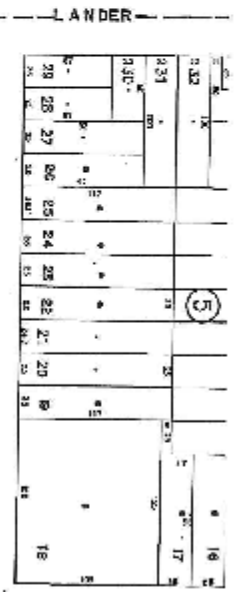
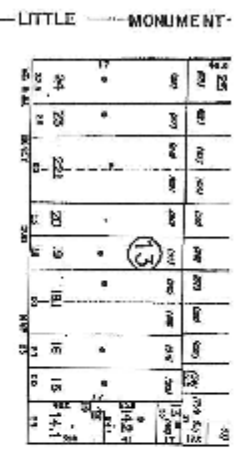
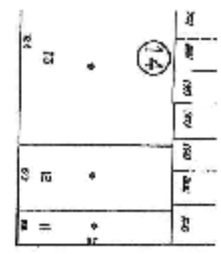


2nd floor ceiling



2nd floor room with ceiling damage and 2nd floor bathroom





ORANGE COUNTY-NEW YORK

CITY OF NEWBURGH

SECTION 47

LIBERTY

STREET

MONUMENT

LANDER

SECTION 4

PLATE

Scale 1" = 50'

Section No. 45

TAX MAP

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 86 CARSON AVENUE (SECTION 45, BLOCK 12, LOT 19)
AT PRIVATE SALE TO DANIEL GREEN FOR THE AMOUNT OF \$6,700.00**

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 86 Carson Avenue, being more accurately described as Section 45, Block 12, 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 April 11, 2016, being 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>
86 Carson Avenue	45 – 12 – 19	Daniel Green	\$6,700.00

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

86 Carson Avenue, City of Newburgh (45-12-19)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. 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.
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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.

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Proposal Form

Contact Information:

Name: Daniel Green
Business Name (If Applicable): _____
Address: 17 Goodman Avenue
City, State & Zip: New Windsor NY 12553
Home phone: 845-565-3739
Business Phone: _____
Mobile Phone: 917-822-8799
E-mail: DJG823@AOL.COM
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 86 Carson Avenue Newburgh
SBL#: 45-12-19

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

Type of Project:

____ Single Family Yes ____ No ____
☒ Multi-Family Yes ____ No ____ # Units: 2
____ Commercial ____ Industrial

Offer Purchase Price: \$ 6,700

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

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: \$ 30,000

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 licensed electricians and plumbers.

General Contractor: Robert Fetzer, Mike Verral
Architect: _____
Engineer: _____

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: X Personal Financial Statement
_____ Letter from Lender/Investor
X Personal or Business Bank Statement
X Evidence of project funding
_____ Developers should provide three years financial statements

Business Relationship:

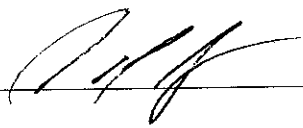
Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No X

What You should Attach:

- ☒ Description of renovation plan with preliminary budget
- ☒ Verification of financial capacity
- ☐ 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.

Signature  Date 12/15/15
Print Name Daniel J. Green SS# _____ Date of Birth _____

Submit Application to:

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

86 CARSON AVENUE RENOVATION

WORK TO BE COMPLETED	RENOVATION SCHEDULE	REHAB COST
ELECTRIC	APRIL 2016	\$ 5,000
PLUMBING	APRIL & MAY 2016	10,000
SHEETROCK WALLS	MAY & JUNE 2016	5,000
BATHROOMS	JUNE 2016	5,000
FLOORING	JULY 2016	5,000
APPROXIMATE TOTAL = 30,000		

walden SAVINGS bank

15 Scott's Corner Drive, Montgomery, NY 12549

*****AUTO**SCH 5-DIGIT 12553

1448 0.8604 AV 0.391 5 1 332



DANIEL J GREEN
17 GOODMAN AVE
NEW WINDSOR NY 12553-6510

RECEIVED

FEB 11 2015

DEPT. P. & D.

ACCOUNT STATEMENT

Account Number 603198060

Page 1 of 2

Statement Period:
10-05-15 thru 10-20-15

Customer Contact Center
(845) 457-7700

Option 3

Planning an International Trip? Walden Savings Bank is pleased to offer Foreign Currency Exchange. Visit waldensavingsbank.com/foreigncurrency or one of our 11 convenient locations - or call our Contact Center at 845.457.7700, option 3, for more information. Enjoy your trip!

Super Now

Balance last statement 10-05-15	\$0.00
Deposits and other additions	34,575.96
Checks paid and other subtractions	3,376.00
Ending balance on 10-20-2015	\$31,199.96

Activity on Your Account

Date	Description	Deposits and other additions	Checks paid and other subtractions	Balance
10-05-15	DEPOSIT	34,000.00		34,000.00
10-07-15	162704 POS PURCHASE QUICK CHECK FOOD NEW WINDSOR NY 60290801 162704		43.05	33,956.95
10-07-15	5845 ATM WITHDRAWAL WALDEN SAV BANK NEW WINDSOR NY NY000865 005845		300.00	33,656.95
10-09-15	DEPOSIT	574.56		34,231.51
10-09-15	5947 ATM WITHDRAWAL WALDEN SAV BANK NEW WINDSOR NY NY000865 005947		500.00	33,731.51
10-09-15	CHECK #99		1,000.00	32,731.51
10-09-15	CHECK #99		1,505.00	31,226.51
10-14-15	DELUXE CHECK CHECK/ACC		27.95	31,198.56
10-20-15	INTEREST AT 1002 %	1.40		31,199.96

Checks Paid on Your Account

Check #	Date	Amount	Check #	Date	Amount	Check #	Date	Amount
99	10-09	1,000.00	99	10-09	1,505.00			

walden SAVINGS bank

15 Scott's Corner Drive, Montgomery, NY 12549

*****AUTO**SCH 5-DIGIT 12553

1730 0.5020 AV 0.391 5 1.396



DANIEL J GREEN
17 GOODMAN AVE 3RD FL
NEW WINDSOR NY 12553-6510

ACCOUNT STATEMENT

Account Number 308007794

Page 1 of 1

Statement Period:
10-07-15 thru 11-06-15

Customer Contact Center
(845) 457-7700
Option 3

Let Walden Savings Bank help you with your holiday shopping this year.
Stop by any branch to purchase a gift card for those on your list and
enjoy the extra time you saved with family and friends!

Statement Savings

Balance last statement 10-07-15	\$10,143.73
Deposits and Other Additions	13,000.61
Withdrawals and Other Subtractions	500.00
Ending Balance on 11-06-15	22,644.34

Activity on Your Account

Date	Description	Deposits and other additions	Withdrawals and other subtractions	Balance
10-29-15	DEPOSIT	162.17		10,305.90
10-30-15	HOMESITE GROUP 1 CLAIMPAY XXXXX0001	12,836.87		23,142.77
10-31-15	INTEREST	1.57		23,144.34
11-04-15	7940 ATM WITHDRAWAL WALDEN SAV BANK NEW WINDSOR NY NY 000865 007940		300.00	22,844.34
11-06-15	8138 ATM WITHDRAWAL WALDEN SAV BANK NEW WINDSOR NY NY 000865 008138		200.00	22,644.34

Interest Information

Interest Paid This Period	\$1.57	Interest Earned	\$1.34
Interest Paid 2015	\$17.65	Days in Period	30
Interest Paid Prior Year	\$0.00	Annual Percentage Yield Earned	0.12%

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES	\$0.00	\$0.00
TOTAL RETURNED ITEM FEES	\$0.00	\$0.00

Purchase Proposal Summary

Location: 86 Carson Avenue
Tax Map Number: 45-12-19
Property Class: 220—Two Family
Zoning: RM Residential Medium Density - Within East End Historic District
Description: Year Built—1900; 1972sf; 2 apartments; Lot size: 25 x 100.
Condition: Poor
Assessed Value: \$56,400
Annual Taxes: \$ 2,960+/-
Selling Price: \$ 11,280 @ 20%
The city acquired this property: February 2015

Offer Information:

Name: Daniel Green
Offer Price: \$ 6,700
Construction Estimate: \$ 30,000
Proof of Financing: Walden Savings Bank & Bank of America Account

Comments: The first floor area has been gutted. It appears that the previous owner may have begun renovation on the property but was unable to complete it. The property is a semi-attached brick row house. The purchaser owns two other properties in the City of Newburgh: 98 Carson Avenue and 74 Carson Avenue—both located on the same block as this property. Mr. Green purchased (July 2015) 74 Carson—a bank foreclosure in need of considerable repair. He has nearly completed the renovation work on that building. By purchasing this property and 87 Carson, the purchaser hopes to stabilize and help revitalize the neighborhood. The purchaser is current on his taxes and other municipal fees for the two properties he owns. He will be acting as his own contractor, thereby significantly saving on his repair costs. He resides close by in New Windsor.





1st floor gutted room



1st floor bathroom



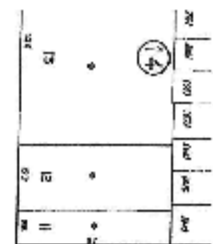
Second floor—former bathroom



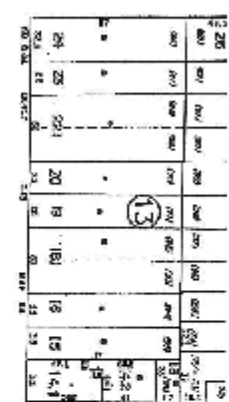
Interior area



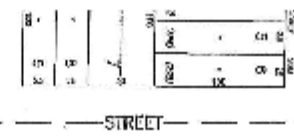
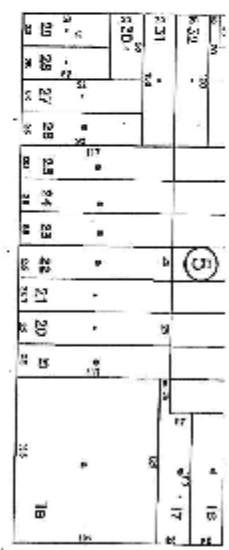
2nd floor interior



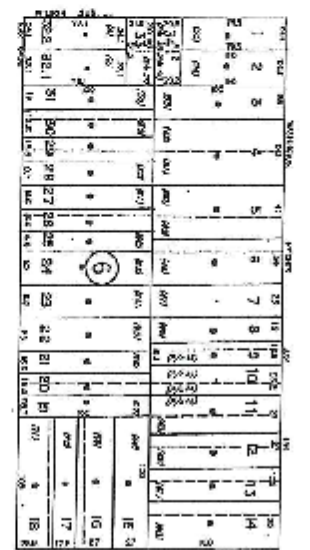
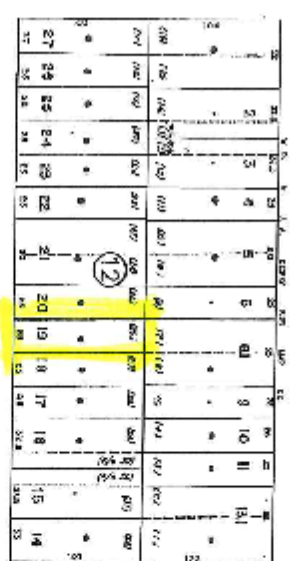
LITTLE MONUMENT



LANDER



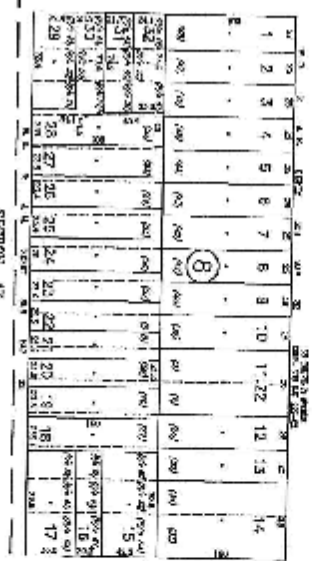
STREET



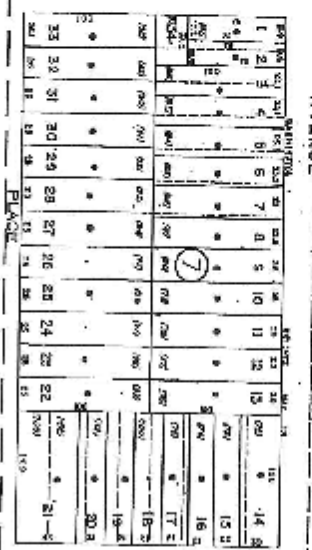
SECTION 4



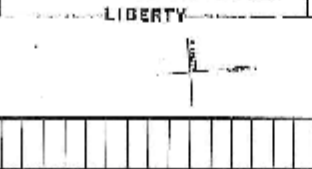
MONUMENT



SOUTH



AVENUE



ORANGE COUNTY-NEW YORK

SEAL OF THE COUNTY OF ORANGE, NEW YORK
 OFFICE OF THE CLERK OF THE SENATE
 100 NASSAU ST. NEW YORK, N.Y. 10038
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 212-512-1600



PLANNING REFERENCE

CITY OF NEWBURGH

Scale: 1" = 100' Sector No. 43

DATE: 10/1/2011

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 232 SOUTH WILLIAM STREET
(SECTION 38, BLOCK 4, LOT 54) AT PRIVATE SALE
TO VIRGILIA SAGASTUME FOR THE AMOUNT OF \$15,000

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 246 First Street, being more accurately described as Section 28, Block 4, Lot 54, 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 April 11, 2016, being 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>
232 South William Street	38 - 4 - 54	Virgilia Sagastume	\$15,000.00

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

232 South William Street, City of Newburgh (38-4-54)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. 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. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
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 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.
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 April 11, 2016. *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 thirty (30) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the purchaser 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.

Proposal Form

Contact Information:

RECEIVED
12/4/15

Name: Virgilia Sagastume
Business Name (If Applicable): _____
Address: 80 Benford Av
City, State & Zip: Newburgh N.Y 12550
Home phone: (845) 568-3554
Business Phone: _____
Mobile Phone: (845) 728-5831 / Son: Lester (845) 464-7247 ✓
E-mail: olester94@gmail.com
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 232 S William St.
SBL#: 38-4-54

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: \$ 15,000

Does your proposal conform with existing zoning? Yes ☒ No _____

Renovation Estimate - How much do you anticipate investing in this project of renovations? Do not include offer purchase price: \$ 2,500

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 licensed electricians and plumbers.

General Contractor: RELATIVES
Architect: _____
Engineer: _____

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

Finances:

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

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 _____

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.

Virginia Sagastume
Signature

12/4/2015
Date

Virginia Sagastume
Print Name

SS#

Date of Birth

Submit Application to:

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

Work to Be Done	Renovation Schedule	Rehabilitation Cost.
Roofing and Secure Building		
Cleaning		1,500
Electric		3,000
Plumbing		6,500
Masonry		3,500
Cosmetics		4,500
Flooring		2,500
TOTAL		21,500

12/23/15


[Print Page](#)

XXXXXXXX6498: VIRGILIA D SAGASTUME

ID: 0000: SAVINGS From 12/09/2015 to 12/21/2015

Post Date	Eff Date	ID	Transaction	Amount	Balance	Interest	Fees	New Balance	Description	Previous Available
12/21/2015	12/21/2015	0000	Deposit	5,500.00	5,500.00	0.00	0.00	39,055.33		33,550.33
12/21/2015	12/21/2015	0000	Deposit	4,000.00	4,000.00	0.00	0.00	33,555.33		29,550.33
			From ORTEGA,LESTER N XXXXXXXXXX Share 0200							
12/21/2015	12/21/2015	0000	Deposit Transfer	4,000.00	4,000.00	0.00	0.00	29,555.33		29,550.33
12/17/2015	12/17/2015	0000	Deposit	10,000.00	10,000.00	0.00	0.00	29,555.33		19,550.33
12/15/2015	12/15/2015	0000	Deposit	3,500.00	3,500.00	0.00	0.00	19,555.33		16,050.33
Post Date	Eff Date	ID	Transaction	Amount	Balance	Interest	Fees	New Balance	Description	Previous Available

[Print Page](#)

Purchase Proposal Summary

Location: 232 South William Street
Tax Map Number: 38-4-54
Property Class: 210—One Family
Zoning: RL—Low Density Residential
Description: Year Built—1900; Living Area: 1600sf; Total of 8 rooms with 4 bedrooms and one bath; Lot size: 50 x 140.
Condition: Fair/Poor
Assessed Value: \$ 103,700
Annual Taxes: \$ 5442+/-
Selling Price: \$ 15,500 @ 15%

The city acquired this property: October 2014

Offer Information:

Name: Virgilia Sagastume
Offer Price: \$ 15,000
Construction Estimate: \$ 21,500
Proof of Financing: Hudson Valley Federal Credit Union Account

Comments: This house is a detached, vinyl-sided, single family home that the City of Newburgh has owned for over two years. The interior of the house is overflowing with debris. The copper pipes have been removed. The building has been broken into several times; it has attracted squatters. The purchaser owns another property in the City of Newburgh - 80 Benkard Avenue—a two-family house. But Ms. Sagastume plans to reside in this property. She is having her sons, who are in the construction business, renovate the house for her. Therefore, her rehabilitation estimates are low. The purchaser is current on her taxes and other municipal obligations on her property at 80 Benkard Avenue.





Kitchen



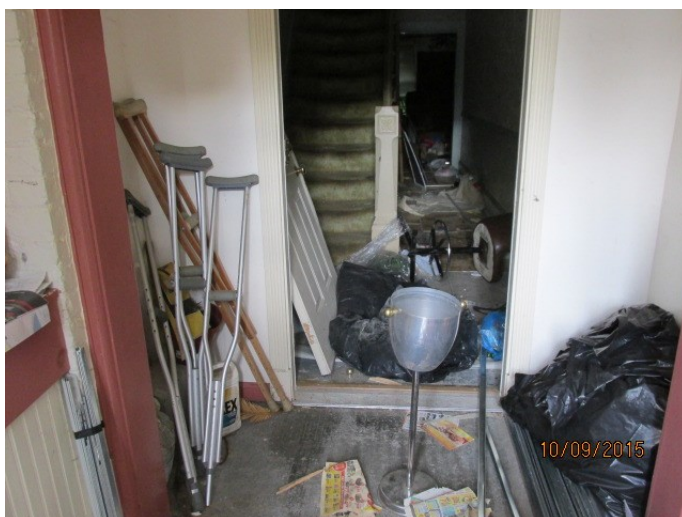
Interior View



2nd floor room



Porch Interior



First floor entry area

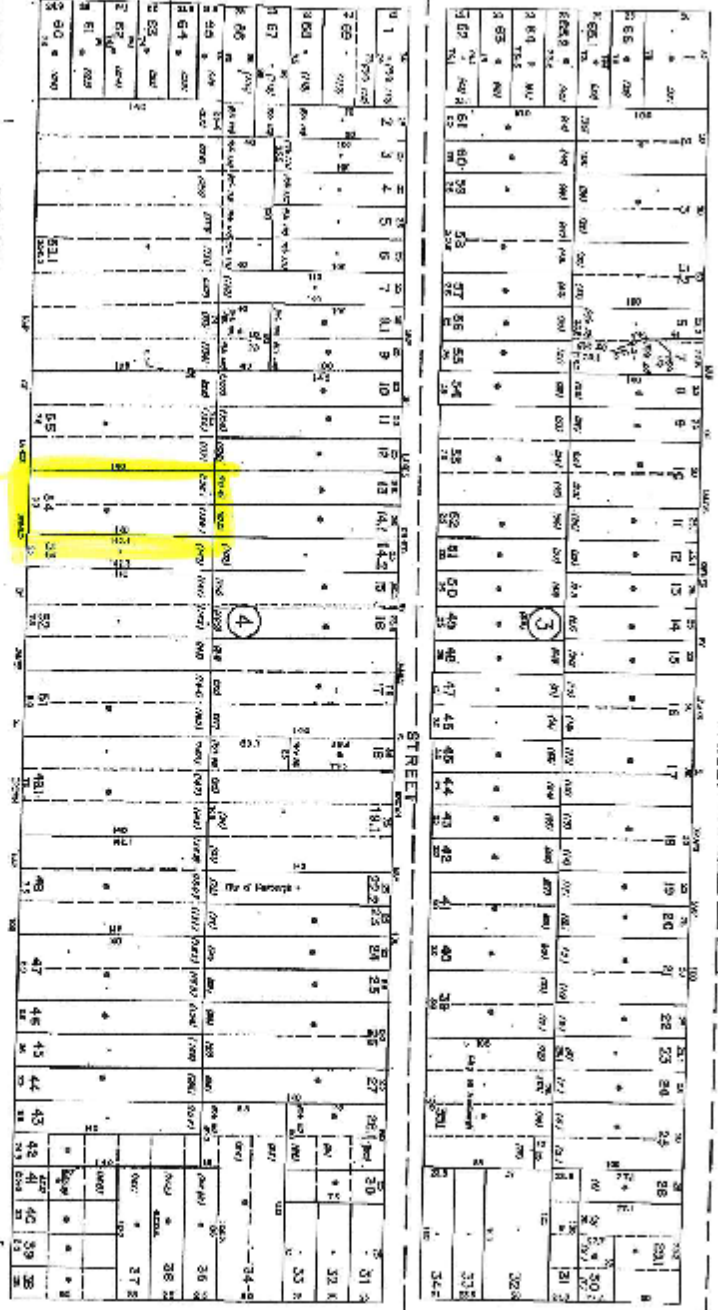


1st floor room

4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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PARMENTER

STREET



WILLIAM

SECTION 44

STREET

WILLIAM

SECTION 38

ORANGE COUNTY-NEW YORK

CITY OF NEWBURGH

NOTICE
 The following is a list of the names of the persons who have been appointed to the office of the City Clerk of the City of Newburgh, Orange County, New York, for the year 1900.
 Name of Person
 Name of Person
 Name of Person

NOTICE
 The following is a list of the names of the persons who have been appointed to the office of the City Clerk of the City of Newburgh, Orange County, New York, for the year 1900.
 Name of Person
 Name of Person
 Name of Person



ADJOINING REFERENCE

Scale 1" = 50'

Section No. 38

NEW YORK

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$11,306.57 FROM GENERAL FUND CONTINGENCY TO PLANNING
AND DEVELOPMENT – OTHER SERVICES AND AMENDING
RESOLUTION NO: 300-2015, THE 2016 BUDGET FOR THE CITY OF NEWBURGH,
NEW YORK TO TRANSFER \$11,306.57 FROM GENERAL FUND CONTINGENCY
TO PLANNING AND DEVELOPMENT – OTHER SERVICES TO COMPLETE THE
POST-FIELD REPORT FOR THE BROADWAY SCHOOL/COURTHOUSE PROJECT**

WHEREAS, by Resolution No. 43 of April 6, 2009, the City Council of the City of Newburgh authorized a contract with Landmark Archeology, Inc. to provide post-field archeological services for the Broadway School/Courthouse Project in the amount of \$75,375.80; and

WHEREAS, the study for the Project is complete but a post-field report is required to be completed and submitted to the NYS Office of Parks and Historic Preservation; and

WHEREAS, the amount of \$52,762.66 was paid from the 2009 BAN and no monies remain and the remaining \$22,612.14 for the post-field report must come from the General Fund Contingency; and

WHEREAS, half the remaining \$22,612.14 in the amount of \$11,306.57 was billed to the City by invoice dated November 30, 2015 and can be paid from the 2015 Budget and the remaining \$11,306.57 shall be billed to the City in 2016 and paid from the 2016 Budget; and

WHEREAS, a transfer of funds from both the 2015 and 2016 General Fund Contingency to Planning and Development – Other Services is required to complete the payment to the vendor and for the final post-field report; and

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh and its further development to complete the Project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$11,306.57	
A.8684.0448 Planning & Development Other Services		<u>\$11,306.57</u>
TOTALS:	\$11,306.57	\$11,306.57

AND BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 300-2015, the 2016 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$11,306.57	
A.8684.0448 Planning & Development Other Services		<u>\$11,306.57</u>
TOTALS:	\$11,306.57	\$11,306.57

RESOLUTION NO.: 43-2009

OF

APRIL 6, 2009

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH LANDMARK ARCHEOLOGY
INC.**

**TO PROVIDE POST FIELD ARCHAEOLOGY SERVICES
WITH RESPECT TO THE BURYING GROUND AT THE BROADWAY
SCHOOL SITE
FOR A LUMP SUM COST OF \$75,730.00**

WHEREAS, the City of Newburgh has undertaken the construction of a new courthouse facility at the Broadway School site at Broadway and Robinson Avenue; and

WHEREAS, said site is the location of a burying ground which received the remains of citizens and residents of the City of Newburgh in the 19th Century, including particularly African-Americans and people of color; and

WHEREAS, City of Newburgh has retained the professional services of Landmark Archeology, Inc., a qualified archeological firm to properly and capably conduct on-site investigation, do ground surveys and studies, conduct scientific research, screen excavated soils, employ appropriate technology, prepare reports and make recommendations and provide other related professional services, and it is now necessary and appropriate to authorize an agreement in order to complete the post field work;

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 enter into an agreement with Landmark Archeology, Inc., to provide post field archaeology services for a lump sum cost of \$75,730.00.

Councilwoman Angelo moved and Councilwoman Bello seconded that the resolution be adopted.

Ayes- Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilwoman Dickinson, Mayor Valentine- 5

ADOPTED

LANDMARK ARCHAEOLOGY, INC.

6242 Hawes Road

Altamont, New York 12009

INVOICE

To:
City of Newburgh
83 Broadway
Newburgh, New York 12550

Date	Invoice No.
30-Nov-15	2015-1

Job:
Resolution No. 43-2009 Broadway School/Courthouse
Orange County, New York

Dates	Description of Work	Contract Value	This invoice	Previously rec'd	%	Balance
11/30/2015	Postfield Report Retainer	\$ 75,375.80	\$ 11,306.57	\$ 52,762.66		\$ 11,306.57
	TOTAL	\$ 75,375.80	\$ 11,306.57	\$ 52,762.66	85%	\$ 11,306.57

INVOICE 2015-1 TOTAL \$ 11,306.57

LA 224

OUTLINE

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2	PROJECT BACKGROUND (Marcucci) Site Description..... Old Broadway School/City Courthouse Project Discovery..... Newburgh Colored Burial Ground Committee..... Letter of Resolution.....
3	Research Design (Marcucci/Nystrom)..... Archaeology..... Osteology.....
4	Methods (Marcucci/Nystrom)..... General Field Methods..... Archaeology Laboratory Methods..... Osteology Laboratory Methods.....
5	Historic Context (Ziegler-McPherson).....
6	Field Results (Marcucci/Nystrom)..... Grave Descriptions
7	Artifact Analysis (Marcucci)..... Headstones..... Coffin Hardware..... Personal..... Clothing..... Tobacco Pipe..... Kitchen..... Architectural..... Undetermined.....
8	Osteological (Nystrom).....

9	SYNTHESIS AND RESEARCH ISSUES DISCUSSION.....
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10	CONCLUSIONS.....
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APPENDIX A:Letter of Resolution

APPENDIX B: Photographs

APPENDIX C: Artifact Analysis

APPENDIX D: Osteological Analysis

APPENDIX E: New York State Archeological Site Inventory Forms

APPENDIX F: National Register of Historic Places Nomination

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 285 GRAND STREET (SECTION 10, BLOCK 1, LOT 10),
285 GRAND STREET REAR (SECTION 10, BLOCK 1, LOT 11)
AND 283 GRAND STREET REAR (SECTION 10, BLOCK 1, LOT 13)
AT PRIVATE SALE TO MICHAEL LEBRON D/B/A DWELLSTEAD
FOR THE AMOUNT OF \$3,000.00**

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 285 Grand Street, 285 Grand Street Rear and 283 Grand Street Rear, being more accurately described as Section 10, Block 1, Lots 10, 11 and 13, 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 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 April 11, 2016, being 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>
285 Grand Street	10 – 1 – 10	Michael Lebron	\$3,000.00
285 Grand Street Rear	10 – 1 – 11	d/b/a Dwellstead	
283 Grand Street Rear	10 – 1 – 13		

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
285 Grand Street, City of Newburgh (10-1-10)
285 Grand Street Rear, City of Newburgh (10-11)
283 Grand Street Rear, City of Newburgh (10-1-13)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax years of 2016 City/County Tax and 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2016 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. 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. 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.
6. The purchaser shall combine all three parcels (285 Grand Street, 285 Grand Street Rear and 283 Grand Street Rear, being more accurately described as Section 10, Block 1, Lots 10, 11 and 13, respectively) into one lot of record within one (1) year of the date of conveyance.
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 May 8, 2015. *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 successful bidder 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.

Proposal Form

Contact Information:

Name: **Michael Lebron**
Business Name (If Applicable): **dwellstead™**
Address: **36 Cooper Square, Suite 7F**
City, State & Zip: **New York, NY 10003**
Home phone: **917-743-7568**
Business Phone: **917-743-7568**
Mobile Phone: **917-743-7568**
E-mail: **mlebron20@gmail.com**
Federal I.D. No. (If Available): **47 4089718**

Information on Bid Property:

Property Address: **285 Grand Street, Newburgh NY**
SBL#: **10-1-10**
Price: **\$2,100**
Property Address: **285 Grand Street rear, Newburgh NY**
SBL#: **10-1-11**
Price: **\$500**
Property Address: **283 Grand Street rear, Newburgh NY**
SBL#: **10-1-13**
Price: **\$800**

I will be purchasing 285 Grand and 285 Grand rear for the purposes of providing off-street parking for the two units that I will be putting into 279 Grand. There is enough space here for at least three, and likely four vehicles.

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

Type of Project:

VACANT LAND

_____ Single Family	Yes_____	No_____	
_____ Multi-Family	Yes_____	No_____	# Units: _____
_____ Commercial	_____ Industrial		

Offer Purchase Price: **\$ 3,000**

??? city tax

??? county and school tax

Does your proposal conform with existing zoning?

Yes **X** No _____

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: **X** retirement account Personal Financial Statement
____ Letter from Lender/Investor
____ 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:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- 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.



Signature

Date **December 4, 2015**

Michael Lebron

SS# _____

Date of Birth _____

Print Name

Submit Application to:

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: **\$10K**

Who will be doing the work? **X** Self **X** 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: **ABMG**

Architect: **Curtis B Wayne**

Development Experience:

Project No. 1 Curtis B Wayne Project No. 2 - Lebron

Project location: Please list all addresses (not merely project name). Include street number, street, city and zip	153 Lander Street Newburgh, NY 12550	770 County Road 112 Cochecton NY 12726
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	Architect	Owner, developer
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)	Moderate renovation	Gut period-correct renovation of 1875 farmhouse
Use: (i.e. single-family, multi-family rental or commercial)	Multi-family, wholly owner, non-rental	Single family
Number of Buildings in Project	one	one
Total Number of Residential Units in Project	three	one
If commercial, total square footage of project	Live/work allowed, 250 SF	Residential 2,000 sq ft
Systems Replaced	All	all
Total Development Costs	___ acquisition \$120,000 reno	\$79K acquisition \$95K restoration
Current Status (predevelopment, in construction, ___% complete, completed, converted to permanent financing)	Waiting for bldg permit	SOLD for \$295K incl furniture
Government Program, if any (provide name of program and agency, name and current phone of reference)	n/a	n/a

Release of Liability

I **Michael Lebron**, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

Michael Lebron
dwellstead

Print

A handwritten signature in red ink, appearing to read 'Michael Lebron', enclosed within a large, loopy red circle. There are two small dots to the right of the signature.

Signature

December 4, 2015

Date

Purchase Proposal Summary

Location: 285 Grand St, 285 Grand St Rear, 283 Grand St Rear

Tax Map Numbers: 10-1-10, 10-1-11, 10-1-13

Property Class: 311—Vacant Residential Land

Zoning: RL—Low Density Residential; EEH—East End Historic District

Description: Three adjoining vacant lots—285 Grand St (23 x 124); 285 Grand St Rear (25 x 33) ; 283 Grand St Rear (52 x 25).

Condition: N/A

Assessed Values: \$ 2,100 (285 Grand St); \$500 (285 Grand St Rear); \$800 (283 Grand St Rear)

Annual Taxes: \$ 178.43+/- (combined for all three parcels)

Selling Price: \$ 3,400 @ 100%

The city acquired this property: May 2013 (285 Grand St & 285 Grand St Rear); July 1999 (283 Grand St Rear).

Offer Information:

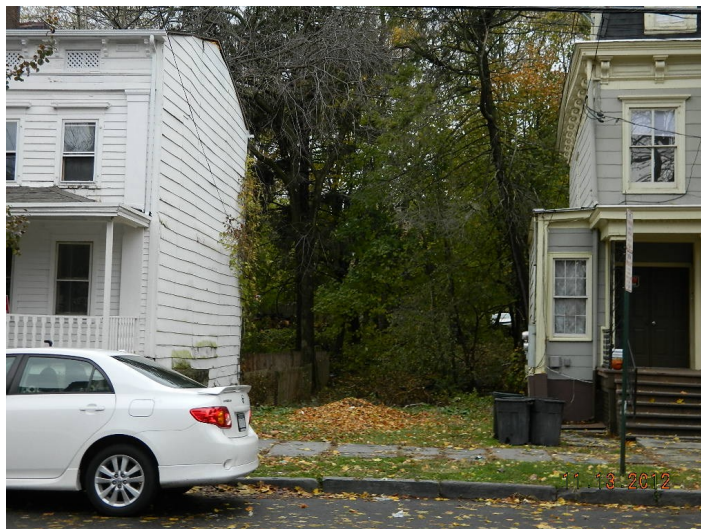
Name: Michael Lebron (Dwellstead Inc.)

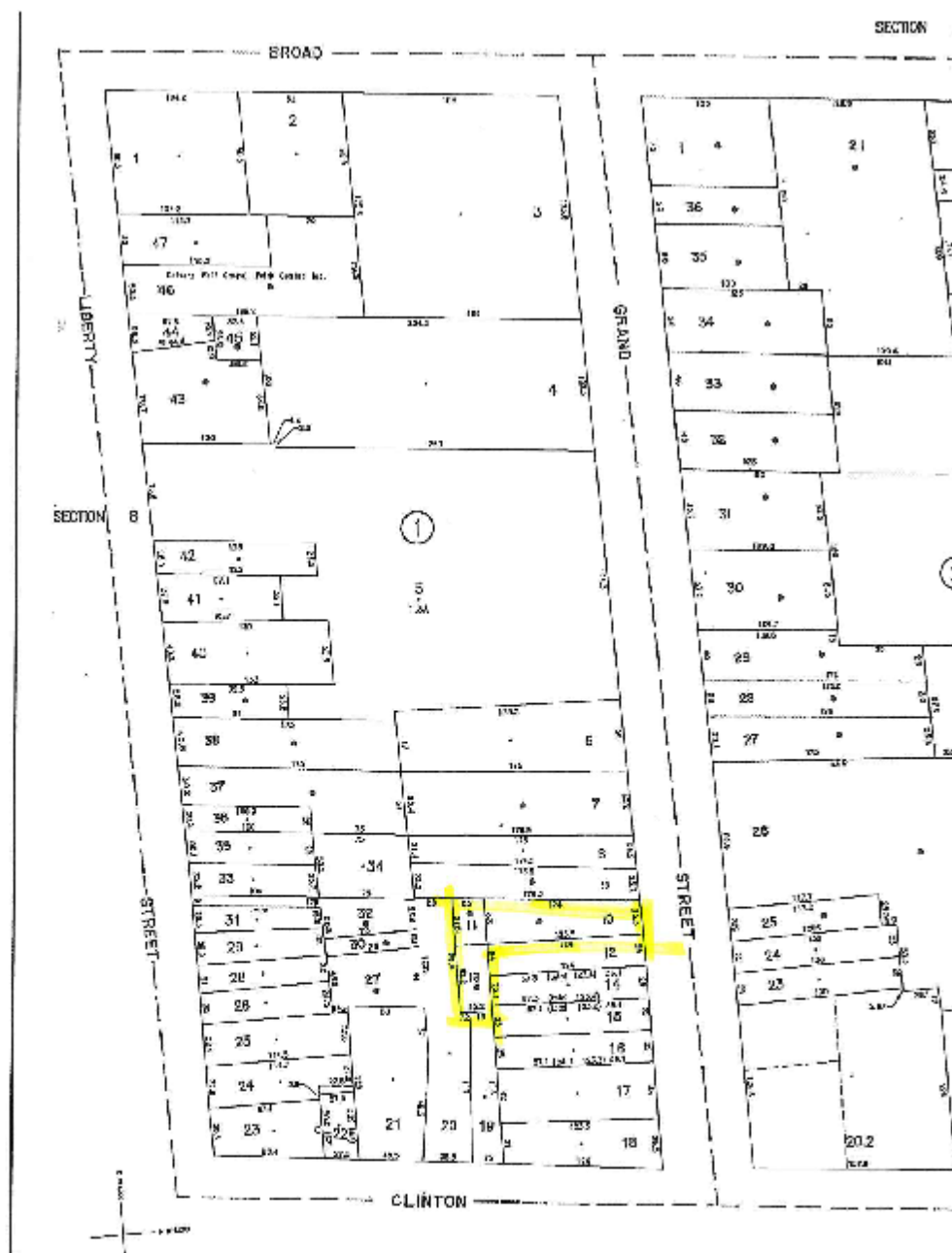
Offer Price: \$ 3,000

Construction Estimate: \$ 10,000+/-

Proof of Financing: \$ Retirement account statements (on file).

Comments: The purchaser owns 279 Grand Street (10-1-15). He purchased this property from the City of Newburgh in July 2015. He now wants to acquire these three vacant parcels for possible parking and possible rear access to 279 Grand Street. Although the three parcels are contiguous, only 285 Grand Street has street access. The other two parcels are land-locked.





LEGEND

[illegible]

ORANGE

Prepared by
Orange County Soc. Map Section
124 Main Street, Guilford, N.H. 03045
Phone 810.280.2463 Fax 810.222.9

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 194 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 27)
AT PRIVATE SALE TO JAWARA HERRING FOR THE AMOUNT OF \$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 194 Dubois Street, being more accurately described as Section 11, Block 1, Lot 27, 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 April 11, 2016, being 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>
--------------------------------	-----------------------------------	-------------------------	------------------------------

194 Dubois Street	11 – 1 – 27	Jawara Herring	\$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

194 Dubois Street, City of Newburgh (11-1-27)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. 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. 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.
6. 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.
7. 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.
8. 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.
9. 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 April 11, 2016. *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.

10. 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.
11. 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.
12. 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.**
13. 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.
14. 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.
15. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
16. 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.

Proposal Form

Contact Information:

Name: Jawara Herring
 Business Name (If Applicable): _____
 Address: 17 Van Cortland Circle Apt #E
 City, State & Zip: Beacon, NY 12508
 Home phone: n/a
 Business Phone: n/a
 Mobile Phone: (845) 522-7704
 E-mail: jherring1218@aol.com
 Federal I.D. No. (If Available): n/a

Information on Bid Property:

Property Address: 194 Dubois St. Newburgh, NY 12550
 SBL#: 11-1-27

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: \$ 500.00

Does your proposal conform with existing zoning? Yes _____ No _____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: \$ 2,500.00

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 licensed electricians and plumbers.

General Contractor: _____
 Architect: _____
 Engineer: _____

Development Experience:

	Project No. 1	Project No. 2
Project location: Please list all addresses (not merely project name). Include street number, street, city and zip	194 DuBois St Newburgh, NY 12550	
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	n/a	
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)	The vacant lot requires "moderate to substantial rehab".	
Use: (i.e. single-family, multi-family rental or commercial)	Residential Vacant Lot (Personal)	
Number of Buildings in Project	none	
Total Number of Residential Units in Project	0	
If commercial, total square footage of project	Residential Vacant Lot, 1900 sq ft (25 x 76) ft	
Systems Replaced	none	
Total Development Costs		
Current Status (predevelopment, in construction, ___% complete, completed, converted to permanent financing)	n/a	
Government Program, if any (provide name of program and agency, name and current phone of reference)	n/a	

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

Finances:

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

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 ☒

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.

Jawara Herring
Signature

12-21-15
Date

Jawara Herring
Print Name

SS#

Date of Birth

Submit Application to:

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

Release of Liability

I Jawara Herring, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

Jawara Herring
Print

Jawara Herring
Signature

12-26-2015
Date



Verification of Information

Account Number: XXXXXX4480
Account Holder: JAWARA O HERRING
Dated: 12/29/2015

Share ID	Description	Open Date	Current Balance	Average Daily Balance
				12/29/2015 - 12/29/2015
0000	SAVINGS	05/24/2013	\$5,973.85	\$5,973.85

Loan ID	Description	Current Balance	Current Payment	Original Bal/Credit Limit	Open Date
---------	-------------	-----------------	-----------------	---------------------------	-----------

JEROMY BARTON
fsr III
Hudson Valley FCU
845.463.3011

Purchase Proposal Summary

Location: 194 Dubois Street

Tax Map Number: 11-1-27

Property Class: 311—Vacant Residential Land

Zoning: RM—Medium Density Residential; EEH—East End Historic District

Description: Lot dimensions: 25 x 76 x 25 x 75

Condition: N/A

Assessed Value: \$ 1,000

Annual Taxes: \$ 52.48+/-

Selling Price: \$ 1,000 @ 100%

The city acquired this property: October 2013.

Offer Information:

Name: Jawara Herring

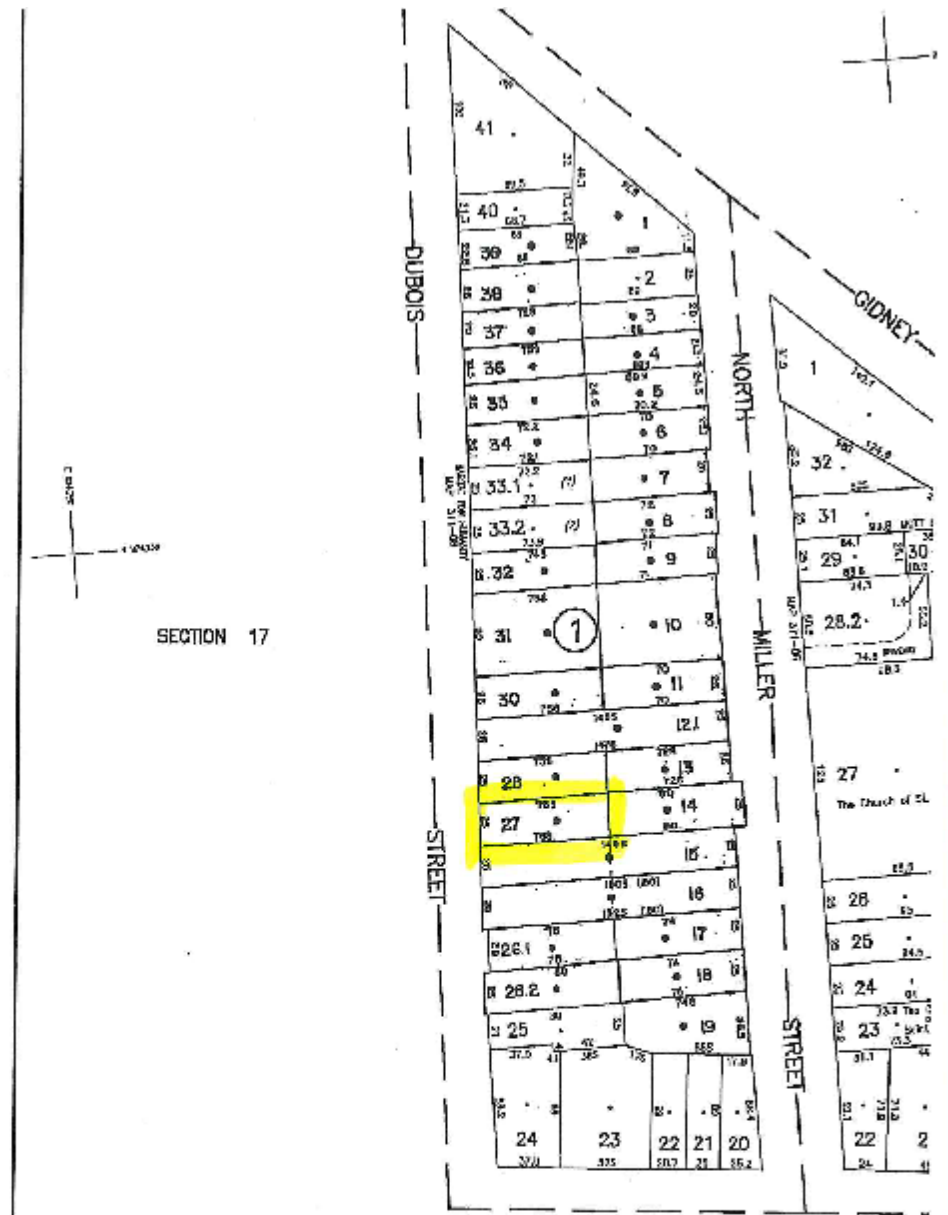
Offer Price: \$ 500

Construction Estimate: \$ N/A

Proof of Financing: \$ Hudson Valley Federal Credit Union—Savings.

Comments: The purchaser plans on cleaning up the lot. He grew up in Newburgh but now lives in Beacon. He may use the lot for storage or gardening.





SECTION 17

LEGEND

STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
ROUTE OR SECTION LINE	WATER LINE	AREA (200' 11.6' (200' 11.6' (200' 11.6'	ROUTE HIGHWAYS
SPECIAL DISTRICT LINE	WATER FEATURES	DIMENSIONS (200' 11.6' (200' 11.6' (200' 11.6'	COUNTY HIGHWAYS
PROPERTY LINE	AND DEEDS/RECORD	PORTION OF TAX LOT	TOWN ROADS

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 37 HASBROUCK STREET (SECTION 38, BLOCK 4, LOT 17) AT
PRIVATE SALE TO MICHAEL CONNORS AND SUZANNE TIMMER D/B/A
BALANCED BUILDERS, INC. FOR THE AMOUNT OF \$20,000**

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 Hasbrouck Street, being more accurately described as Section 38, Block 4, Lot 17, 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 April 11, 2016, being 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>
37 Hasbrouck Street	38 – 4 – 17	Michael Connors Suzanne Timmer d/b/a Balanced Builders, Inc.	\$20,000.00

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

37 Hasbrouck Street, City of Newburgh (38-4-17)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. 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. 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.
7. 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.
8. 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.

9. 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 April 11, 2016. *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.
10. 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.
11. 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.
12. 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.**
13. 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.
14. 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.
15. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
16. 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.

RECEIVED
12/18/15

Proposal Form

Contact Information:

SUZANNE TIMMER
Name: MICHAEL CONNORS BALANCRO BUILDERS
Business Name (If Applicable):
Address: 20 GARDEN PLAZA
City, State & Zip: DEACON NM 12508
Home phone:
Business Phone: 845 551 9953
Mobile Phone:
E-mail: BBTRESTORATION@GMAIL.COM
Federal I.D. No. (If Available):

Information on Bid Property:

Property Address: 37 HADENOUCH ST
SBL#: 38 A 17

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: \$ 20,000

Does your proposal conform with existing zoning? Yes ☒ No

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

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 licensed electricians and plumbers.

General Contractor:
Architect:
Engineer:

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

Finances:

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

Business Relationship:

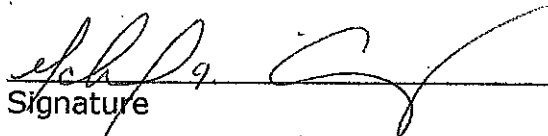
Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No ☒

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.


Signature

12.17.2015
Date

MICHAEL T. CONNORS
Print Name

SS#

Date of Birth

Submit Application to:

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

ORANGE COUNTY TRUST COMPANY (0247)

BALANCED BUILDERS INC
22 GARDEN PLACE
BEACON, NY 12508

Checking Activity

Account Number *****6858
 BUSINESS POWER CHECK

Transactions For Current Statement Period

Account Summary

Previous Statement Balance as of Monday, November 30, 2015	\$27,498.46
0 Deposits and other Credits.	+\$0.00
48 Withdrawals and other Debits.	-\$23,843.83
Service Charges.	-\$0.00
Current Statement Balance as of Friday, December 18, 2015	\$3,654.63
Number of Days in this Period:	18
Beginning Interest Rate	0.000%
Interest Paid Year To Date	\$0.00

Account Activity

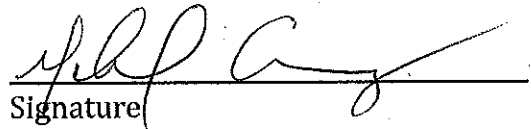
Date	Description	Debit	Credit	Balance
11/30/2015	BEGINNING BALANCE			\$27,498.46
12/01/2015	CKCD DEBIT 11/30 SQ *2 ALICES NEWBURGH NEWBURGH NY	\$5.49		\$27,492.97
12/01/2015	CKCD DEBIT 11/29 DUNKIN #350537 Q3 COLD SPRING NY	\$7.93		\$27,485.04
12/01/2015	CKCD DEBIT 11/30 APPALACHIAN MARKET GARRISON NY	\$12.13		\$27,472.91
12/01/2015	CKCD DEBIT 11/30 TORO RESTAURANT FISHKILL NY	\$61.97		\$27,410.94
12/01/2015	Check #1004	\$350.00		\$27,060.94
12/02/2015	CKCD DEBIT 12/01 TITO SANTANA TAQUERIA BEACON NY	\$10.38		\$27,050.56
12/03/2015	CKCD DEBIT 12/02 SQ *GET FROSTED CUPCAKE BEACON NY	\$16.00		\$27,034.56
12/03/2015	CKCD DEBIT 12/01 ADAMS FAIRACRE FARMS WAPPINGERS FA NY	\$17.32		\$27,017.24
12/03/2015	CKCD DEBIT 12/02 GREAT WALL CHINESE REST BEACON NY	\$18.68		\$26,998.56
12/03/2015	CKCD DEBIT 12/01 THE HOME DEPOT #6178 FISHKILL NY	\$22.49		\$26,976.07
12/03/2015	CKCD DEBIT 12/02 HERZOGS FISHKILL FISHKILL NY	\$53.72		\$26,922.35
12/03/2015	CKCD DEBIT 12/02 HERZOGS FISHKILL FISHKILL NY	\$90.80		\$26,831.55
12/04/2015	CKCD DEBIT 12/02 THE HOME DEPOT #6178 FISHKILL NY	\$3.75		\$26,827.80

Release of Liability

I MICHAEL CONNORS, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

MICHAEL CONNORS

Print



Signature

12 17 2015

Date

Purchase Proposal Summary

Location: 37 Hasbrouck Street
Tax Map Number: 38-4-17
Property Class: 449—Other Storage
Zoning: RL—Residential Low Density
Description: Year Built—1948; Storage Building; 3750sf; Lot size—75 x 140.
Condition: Fair
Assessed Value: \$48,900
Annual Taxes: \$ 2,880+/-
Selling Price: \$ 19,920 @ 40%
The city acquired this property: February 2015

Offer Information:

Name: Michael Conners & Suzanne Timmer (Balanced Builders Inc.)
Offer Price: **\$ 20,000**
Construction Estimate: \$ Not included in application
Proof of Financing: Orange County Trust Company Business Account
Comments: The purchaser lives in Beacon but does a considerable amount of renovation and construction work in the City of Newburgh. He plans to use the building as a storage area and workshop for his business. The building is sited to the rear of a 75 x 140 partially fenced-in lot. No renovation estimate has been included because the purchaser was not able to get access to the interior of the building. The former owner was still occupying the building. The building was padlocked. The purchaser is buying the property “as is”. It is understood that it will be the purchaser’s responsibility to evict the current occupant.





Current interior views showing that the building is being used.



Building exterior and fencing.



Exterior of the side building.

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A GRANT AVAILABLE UNDER THE FISCAL YEAR 2015
FEMA ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM IN AN AMOUNT NOT TO
EXCEED \$25,000.00 WITH A \$2,500.00 CITY MATCH
TO PROVIDE SUPPORT FOR THE PURCHASE OF TRAINING EQUIPMENT FOR
THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for funds available under the Fiscal Year 2015 Federal Emergency Management Agency ("FEMA") Assistance to Firefighters Program; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community by funding equipment procurement and training to enhance community protection from fire; and

WHEREAS, if awarded, such funding will provide for the purchase of training equipment; and

WHEREAS, if awarded, said grant will provide \$25,000.00 and require a one-time City match of \$2,500.00; and

WHEREAS, the one-time City match shall be derived from A3412.0205; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

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 such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant made available under the Fiscal Year 2015 FEMA Assistance to Firefighters Grant Program to provide support for the purchase of training equipment for the City of Newburgh Fire Department.

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK TO REQUEST THE REFORM OF NEW YORK STATE PUBLIC EDUCATION FUNDING

WHEREAS, New York State is one of only twelve states that continue to fund public schools through property taxes; and

WHEREAS, the greatest financial hurdle faced by homeowners in the State is the onerous burden of school taxes; and

WHEREAS, in the City of Newburgh more of each property owner's real property tax bill is comprised of school taxes rather than City taxes; and

WHEREAS, that burden has forced innumerable New Yorkers, including many of those transitioning to retirement on a fixed income, to sell their properties and move from the State; and

WHEREAS, most states fund public schools through sales taxes and state income taxes (both corporate and personal) and other possible avenues of funding include mortgage taxes and excess profits taxes, all of which should be considered as more equitable and less burdensome alternatives to the school property tax method in New York; and

WHEREAS, even the City of New York no longer funds its public schools through property taxes and, recognizing this as a matter of equity as well as hardship, and in order to avoid a "subsidy" by the residents of one region of another, the residents of the City of New York should either be afforded a credit or excluded from any funding alternative so that fair legislation can be enacted without opposition on that score; and

WHEREAS, responsibility for the education of our youth should be more fairly and equitably distributed and not placed on the backs of our property owners; and

WHEREAS, the two percent tax cap law enacted by New York State is proof that the Governor, Senate and Assembly are aware of this crisis, but it is only a band aid approach to a worsening problem; and

WHEREAS, a more permanent solution must be found for the sake of the survival of our State;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh, New York in its capacity as the governing body of the City hereby requests that Governor Andrew Cuomo, members of the New York State Senate and members of the New York State Assembly urgently address this crisis and enact reforms to school district funding in New York State that implement an equitable alternative funding system to the property tax; and

BE IT FURTHER RESOLVED that we respectfully request that our New York State representatives, the Hon. William J. Larkin, Jr., Senator for the 39th Senate District and the Hon. Frank Skartados, Assemblyman for the 104th Assembly District, advocate for the reforms hereby put forth and we thank them for their diligence in this matter; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor and City Manager to execute a letter on behalf of the City of Newburgh addressed to the Hon. Andrew Cuomo, Governor requesting said reforms and to deliver such letter and certified copies of this Resolution to the Governor, Senator Larkin and Assemblyman Skartados; and

BE IT FURTHER RESOLVED that the foregoing resolutions shall take effect immediately.

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION ADOPTING
RULES OF ORDER AND PROCEDURE
FOR THE COUNCIL OF THE CITY OF NEWBURGH
FOR THE YEAR 2016**

BE IT RESOLVED, that the Council of the City of Newburgh, New York adopts for use during the year 2016 the Rules of Conduct and Procedure: By Laws, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

City of Newburgh City Council Rules of Order and Procedure

Rule I: General Rules of Procedure

A. The presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal by motion to the City Council; the appeal to be taken without debate. The presiding officer may, if (s)he so desires, present motions and resolutions to the City Council, and (s)he may debate on any question which is being considered by it.

B. When a question is under consideration, no motion shall be entertained except as herein specified, which shall have precedence in the following order:

1. Motion for clarification, or to request reversal of ruling of the presiding officer, or limiting or extending discussion;
2. Recess the session;
3. Lay on table;
4. Postpone to a meeting of a certain date;
5. Refer to work session;
6. Amend;
7. Call the previous question, to be asked as follows: "Shall the main question be put now?" If answered in the negative, the main question remains before the Council.

C. A motion to lay a question on the table shall be decided without amendment or debate, and a motion to postpone shall be decided without debate.

D. A motion to adjourn shall always be in order and shall be decided without debate.

E. Every member desiring to speak shall address the presiding officer. All council members shall confine him/herself to the question under debate and avoid personalities. A member once recognized shall not be interrupted when speaking.

F. No question or motion shall be debated or put, unless it is seconded. It shall then be stated by the presiding officer.

G. A motion to reconsider any action taken by the Council may be made on the day such action was taken, either immediately during the session or at a recessed or adjourned session. Such motion must be made by a member on the prevailing side, but may be seconded by any member. The motion is subject to debate. This rule shall not prevent any member of the Council from making or re-making the same or any other motion at a subsequent meeting of the Council.

H. No member of the Council shall by conversation or otherwise delay or interrupt the

proceedings or the peace of the Council nor disturb any member while speaking or refuse to comply with these rules, or the orders of its presiding officer. The Presiding Officer, subject to appeal by motion to the Council, may direct a member who is acting in violation of this section to leave the meeting or call for a recess or adjournment.

I. As the sergeant-at-arms of the meetings, the Police Chief shall carry out all order and instructions given by the presiding officer, for the purpose of maintaining order and decorum at the meetings, subject to an appeal by motion, to the Council.

J. Any motion may be withdrawn by the maker before it has been amended or voted upon, but in such case any other member may renew the motion at that time.

Rule II. Order of Business

- A. The Order of Business shall be in conformity with section 20-3 of the Code of Ordinances.
- B. The Order of Business may be departed from by majority vote of the members present.

Rule III. Voting

- A. The order of voting shall be by alphabetical order of the last name of each Council member with the Mayor voting last.
- B. All votes shall be by roll call. It shall be the duty of the City Clerk to enter on the minutes the names of the members voting for or against the question. Once a question has been put and the vote is being taken, the members of the Council shall confine themselves to voting and shall not resume discussion or make further comments on the question.
- C. Every resolution or motion must be seconded before being put to a vote. An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.
- D. No resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. Notwithstanding the foregoing, by majority vote, an item not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

Rule IV. Executive Session

Whenever the Council shall determine to transact business in an executive session, it shall do so in accordance with the provisions of the New York State Open Meetings Law. All executive sessions shall be commenced at the public meeting. Proposals,

discussions, statements and transactions in executive session are intended to be and shall be held and maintained in confidence and shall not be disclosed. The presiding officer shall direct all persons except members and designated officers and employees of the City to withdraw.

Rule V. Participation of City Manager and Staff

The City Manager shall be permitted to address the Council and participate in discussions. Heads of Departments shall be permitted to address the Council. Any other City officer or employee shall be permitted to address the Council with permission of the presiding officer, subject to an appeal by motion to the City Council, the appeal to be taken without debate.

Rule VI. Suspension of the Rules

In order to hear persons other than members of the City Council, the Mayor, and members of City staff, it shall be necessary to pass a motion suspending the rules of order. A motion to suspend the rules may be made at any time during the meeting and shall be decided without debate. Any such person speaking shall confine himself-herself to the subject and shall spend not longer than three (3) minutes, unless the time is extended by the presiding officer. This rule shall not apply to public hearings.

Rule VII. Guidelines for Public Comment

- A. The public shall be allowed to speak only during the Public Comment periods of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.
- B. Speakers must adhere to the following guidelines:
 - 1. Speakers must be recognized by the presiding officer.
 - 2. Speakers must step to the front of the room.
 - 3. Speakers must give their name, address and organization, if any.
 - 4. Speakers must limit their remarks to 3 minutes on a given topic. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 3 minutes has expired.
 - 5. Speakers may not yield any remaining time they may have to another speaker.
 - 6. Council members may, with the permission of the presiding officer, , interrupt a speaker during their remarks, but only for the purpose of clarification or information.
 - 7. All remarks shall be addressed to the Council as a body and not to any specific member or to staff.
 - 8. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. No profanities shall be used. No personal, slanderous, boisterous remarks shall be made. Council members, the Mayor and staff shall be treated with respect. The presiding officer, subject to appeal by motion to the Council, or the Council, may, by majority vote,

request that the presiding officer direct that a speaker violating this provision or any other rule yield the floor and in the event the speaker fails to obey, (s)he may be escorted from the meeting by the sergeant-in-arms.

9. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Clerk or their designee. Speakers may read written communications verbatim.

- C. Members of the public not speaking shall observe commonly accepted rules of courtesy and decorum. They shall not annoy or harass others or speak when another speaker is being heard by the Council.

Rule VIII. Use of Recording Equipment

All members of the public and all public officials are allowed to audio or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The presiding officer, subject to appeal by motion to the Council, may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the Council, size of the equipment, and the ability of the public to still participate in the meeting. If the presiding officer makes the determination that the recording is intrusive and has the effect of interfering with the meeting, (s)he may request an accommodation to avoid the interference and if not complied with, may ask the individual to leave the meeting room.

Rule IX. Rules for Public Hearings

The following rules shall apply to a legally required public hearing held before the City Council:

- (a) Speakers shall register in writing prior to the beginning of the hearing by providing their name, address, and organization, if any. Individuals arriving after the commencement of the hearing shall be permitted to register upon arrival as long as the Chairperson has not closed the hearing.
- (b) The Presiding Officer shall recognize each speaker, in the order registered, when the hearing is commenced. Speakers shall identify themselves, their address and organization, if any, prior to the remarks.
- (c) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker. The City Clerk shall time speakers and advise the presiding officer when the time has expired.
- (d) All remarks shall be addressed to the Council as a body and not to any individual member thereof.

(e) Speakers shall observe the commonly accepted rules of courtesy, decency, dignity and good taste. Any loud, boisterous individual shall be asked to leave by the Presiding Officer and may be removed at the request of the Presiding Officer, subject to appeal by motion to the Council. Speakers addressing issues outside the scope of the hearing shall be asked to cease their comments.

(f) Interested parties may address the Council by written communication. The statements may be read at the hearing, but shall be provided to all Council members and entered in the minutes of the hearing by the City Clerk.

(g) The City Clerk shall include in the minutes of the hearing the name, address and organization, if any, of each speaker, a summary of the remarks, and written statements submitted to the Council.

Rule X. Work Sessions

There shall be regular work sessions of the Council to be held each Thursday preceding a Monday evening Council meeting. The work sessions shall be held at 6:00 p.m. in City Hall, 83 Broadway, Third Floor Council Chambers, unless the Council by majority vote cancels or changes the time or place of such session. The Rules IV, V, VI, and VIII of the Rules of Order of the Council shall apply to all work sessions.

Rule XI. Robert's Rules of Order

In the event any question in procedure shall arise that is not provided for by these rules, then, in that event, Robert's Rules of Order, Newly Revised, 10th Edition, shall be followed.

Rule XII. Adoption of Ordinances

Provided the proposed adoption of an ordinance has been placed on an agenda for a meeting of the Council at which the public is afforded the opportunity to comment on agenda items before Council action, a formal public hearing will not be conducted prior to the adoption of such ordinance, unless otherwise required by federal, state, or local law, ordinance, rule or regulation.

This rule shall not be construed to prevent the Council from holding a public hearing on any ordinance at its discretion, provided a majority of the members of the Council in attendance at a meeting, upon a motion or resolution duly introduced, vote to conduct such public hearing.

Date Adopted: May 14, 2001

Amended: February 25, 2002 (Rule XII added)

January 10, 2014 (Rule IV)

DRAFT

City of Newburgh, NY
Friday, September 19, 2014

Chapter C. CHARTER

Article IV. City Council

§ C4.01. Rules of order.

[Amended 5-5-1941 by L.L. No. 1-1941; 2-24-1947 by L.L. No. 1-1947; 12-26-1951 by L.L. No. 3-1951; 3-3-1952 by L.L. No. 2-1952; 12-22-1952 by L.L. No. 10-1952; 2-12-1980 by L.L. No. 1-1980; 1-24-1983 by L.L. No. 1-1983]

- A. The Council shall determine the rules of its own proceedings and be the judge of the election, returns and qualifications of its members. The Council may compel the attendance of absent members at any meeting properly called and may punish or expel a member for disorderly conduct or declare his seat vacant by reason of inexcusable absence, provided that such absence has continued for four consecutive regular meetings, but no expulsion shall take place and no vacancy on account of absence shall be declared until the delinquent member has had an opportunity to be heard in his defense.
- B. Except as in this section especially regulated, the legislative powers of the Council may be exercised as provided by rules or ordinances adopted by it.
- C. Each member of the Council shall have the right to vote on any question coming before it. A majority of the Council shall constitute a quorum, and the affirmative vote of a majority of all the members of the Council shall be necessary to adopt any motion, resolution or ordinance.
- D. Regular meetings of the Council shall be held on the second and fourth Mondays of each month, except the months of June, July and August. Regular meetings of the Council shall be held on the second Mondays of June, July and August. If a regular meeting falls on a legal holiday, the meeting shall be held on the day following such legal holiday. All regular meetings shall be held at the time and place fixed by ordinance or resolution of the Council. Special meetings may be called by any member of the Council on three days' notice, which notice shall specify the object of the meeting. All legislative sessions shall be open to the public, and every matter coming before the Council for disposition shall be put to a vote whereon the ayes and nays shall be called and recorded. A full and accurate journal of the proceedings of

the Council shall be kept by the City Clerk, which journal shall be open to the inspection of any elector of the City at any reasonable time.

- E. The Council may change the date, time or place of any regular or special meeting provided for in Subsection **D** of this section or may cancel such meeting either by resolution passed at the immediately preceding regular or special meeting or by consent of the Council at any time prior to the scheduled meeting.
- F. An emergency meeting may be called on less than three days' notice by the City Manager or a majority of the City Council upon reasonable notice, which notice shall specify the object of the meeting.

[Added 12-11-1995 by L.L. No. 4-1995]

City of Newburgh, NY
Monday, December 21, 2015

Chapter 20. Council, City

§ 20-1. Meetings.

[Amended 4-28-1986 by Ord. No. 7-86; 6-13-1988 by L.L. No. 4-1988; 4-9-1990 by L.L. No. 12-1990]

All meetings of the Council will be held at the City of Newburgh Activity Center in the Recreation Park at the corner of Washington Street and Lake Street, Newburgh, New York, at 7:30 p.m. or at such other time and place as the Council may direct. Any meeting so held may be adjourned to a different time and place within the City by vote of a majority of the Council.

§ 20-2. Appearances before Council work sessions.

- A. Persons or groups wishing to address or appear before work sessions of the Council must submit a request in writing to the City Manager indicating:
 - (1) The name of the person or group, address and telephone number.
 - (2) The subject matter to be addressed.
 - (3) The time and date requested.
- B. Also, a member of the Council may ask the City Manager to put a particular person or group on the agenda to address the Council at a work session.
- C. Such requests by individuals or groups may be granted by the City Manager, in his discretion. Such requests by a Council member shall be put on the work session agenda, but, in either case, if one or more Council members so request, the question of permission to address a Council work session shall be put to a Council vote for Council determination.

§ 20-3. Order of business.

[Amended 11-8-1999 by Ord. No. 13-99^[1]]

The business of the Council shall be conducted in the following order:

- A. Roll call.
- B. Approval of minutes of previous meeting.
- C. Communications.
- D. Public hearings.
- E. Public comments regarding report of City Manager and items of old business and new business.
- F. Comments from the Council.

- G. Report of City Manager.
 - H. Old business.
 - I. New business.
 - J. Public comments regarding general matters of City business.
 - K. Further comments from the Council.
- [1] *Editor's Note: This ordinance provided that it would take effect at the next City Council meeting subsequent to its adoption.*

§ 20-4. Sergeant at Arms.

The Chief of Police shall be the Sergeant at Arms of the Council and shall attend all of its meetings.

§ 20-5. Record of vote on ordinances; date of passage.

The City Clerk shall attach to every ordinance passed by the Council the names of the Councilmen voting in the affirmative and the negative and the date of its passage.

§ 20-6. Recording and filing of ordinances; proof of publication.

All ordinances passed by the Common Council shall be recorded by the City Clerk in a proper book or books, with indexes. The originals shall be filed in the City Clerk's office, and due proof of the publication of all ordinances requiring publication, by the certificate of the publisher or printer, shall be procured by the Clerk and attached thereto or written and attested upon the face of the record of such ordinance.

§ 20-7. When ordinances effective.

[Amended 6-13-1988 by L.L. No. 4-1988]

All ordinances shall take effect immediately upon their publication, unless an ordinance shall otherwise specify the time when it shall go into effect.

§ 20-8. Official newspaper.

[Amended 10-13-1992 by Ord. No. 22-92; 10-13-1998 by Ord. No. 17-98; 6-14-1999 by Ord. No. 2-99^[1]; 4-22-2002 by Ord. No. 11-2002]

The Mid-Hudson Times, The Sentinel and the Hudson Valley Press shall be the official newspapers of the City. All notices and advertisements published by direction of the Council shall be published in all said official newspapers.

[1] *Editor's Note: This ordinance provided that it would take effect 7-1-1999.*