City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
April 21, 2016
6:00 PM

Council Meeting Presentations

1. Monthly Comptrollers Report

   The Comptroller John Aber will present his monthly Financial Report at Monday's Council Meeting - April 25th, 2016.

   El Contralor John Aber presentara su Reporte Financiero mensual en la Sesión de Concejales el lunes 25 de abril de 2016.

2. Certificates of Recognition will be presented to acknowledge the volunteer work to keep City of Newburgh Clean and Green

   Certificados de Reconocimiento serán presentados en reconocimiento al trabajo voluntario para mantener a la Ciudad de Newburgh Limpia y Verde

Work Session Presentations

3. Fire and Building Department Update

   A presentation by Fire and Code Compliance. (Assistant Chief Ahlers)

   Una presentación por el Departamento de Bomberos y el Departamento de Cumplimiento de Códigos. (Asistente de Jefe Ahlers)

   Council Request for Action

Finance/Finanza

4. Resolution to Amend Resolution 90-2016 to Correct a Drafting Error

   A Resolution Amending Resolution No. 90-2016 of April 11, 2016 which Approved a Consent Judgment and Authorized the City Manager to Sign such Consent Judgment to Resolve the Tax Certiorari Proceedings against the City of Newburgh in the Orange County Supreme Court Bearing Orange County Index Nos. 6582-2011, 6155-2012, 5374-2013, 4944-2014 and 5162-2015 Involving Section 32, Block 2, Lot 1.11 (Rite Aid of New York #1302) (Michelle

Kelson)

Una Resolución Enmendando la Resolución No. 90-2016 del 11 de Abril de 2016 la cual aprobó una sentencia con consentimiento y Autorizo al Gerente de la Ciudad a firmar tal Sentencia con Consentimiento para resolver los procedimientos de Tax Certiorari en contra de la Ciudad de Newburgh en la Corte Suprema del Condado de Orange Números Índex 6582-2011, 6155-2012, 5374-2013, 4944-2014 y 5162-2015 involucrando Sección 32, Bloque 2, Lote 1.11 (Rite Aid de Nueva York #1302) (Michelle Kelson)

Council Request for Action

Planning and Economic Development/Planificación y Desarrollo Económico

5. Resolution & Release of Covenants for 166-168 Ann Street

   A Resolution Authorizing the Execution of a Release of Restrictive Covenants and Right of Re-Entry from a Deed Issued to Chesapeake Associates, LLC to the Premises known as 166-168 Ann Street n/k/a 166 Ann Street (Section 36, Block 2, Lot 21) (Michelle Kelson)

   Una Resolución Autorizando la Ejecución del Libramiento de Clausulas Restrictivas y el Derecho a volver Entrar de una Escritura Otorgada a los Asociados Chesapeake, LLC a las instalaciones conocidas como la 166-168 de la Calle Ann n/k/a 166 de la Calle Ann (Sección 36, Bloque 2, Lote 21) (Michelle Kelson)

   Council Request for Action

6. Resolution & Release of Covenants for 167 Broadway

   A Resolution Authorizing the Execution of a Release of Restrictive Covenants and Right of Re-Entry from a Deed Issued to Chesapeake Associates, LLC to the Premises known as 167 Broadway (Section 36, Block 2, Lot 4) (Michelle Kelson)

   Una Resolución Autorizando la Ejecución del Libramiento de Clausulas Restrictivas y el Derecho a volver Entrar de una Escritura Otorgada a los Asociados Chesapeake, LLC a las instalaciones conocidas como la 167 de Broadway (Sección 36, Bloque 2, Lote 4) (Michelle Kelson)

   Council Request for Action

7. Resolution & Release of Covenants for 29 Maple Street

   A Resolution Authorizing the Execution of a Release of Restrictive Covenants

and Right of Re-Entry from a Deed Issued to William Rose to the Premises known as 29 Maple Street (Section 25, Block 4, Lot 9) (Michelle Kelson)

Una Resolución Autorizando la Ejecución del Libramiento de Clausulas Restrictivas y el Derecho a volver Entrar de una Escritura Otorgada a William Rose a las instalaciones conocidas como la 29 de la Calle Maple (Sección 25, Bloque 4, Lote 9) (Michelle Kelson)

Council Request for Action

8. Contract with BFJ Planning

Resolution Authorizing the City Manager to Accept a Proposal and Enter into an Agreement with BFJ Planning for Professional Planning Services at a Cost not to Exceed $35,000.00 to Complete the Draft Local Waterfront Revitalization Plan. (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a Aceptar una Propuesta y Entrar en un Acuerdo con Planificaciones BFJ por los Servicios Profesionales de Planificación a un Costo que no Exceda $35,000.00 para Completar la versión preliminar del Plan de Rehabilitación de la Costa Local. (Deirdre Glenn)

Council Request for Action

9. Purchase of 40 Benkard Avenue

Resolution to Authorize the Conveyance of Real Property known as 40 Benkard Avenue (Section 45, Block 3, Lot 10) at Private Sale to Aamir Mumtaz for the Amount of $22,000.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 40 de la Avenida Benkard (Sección 45, Bloque 3, Lote 10) en una Venta Privada a Aamir Mumtaz por la Cantidad de $22,000.00. (Deirdre Glenn)

Council Request for Action

10. Purchase of 266 Carpenter Avenue

Resolution to Authorize the Conveyance of Real Property known as 266 Carpenter Avenue (Section 7, Block 7, Lot 42) at Private Sale to George Dunlop and Kerriann Guneratne for the Amount of $7,000.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 266 de la Avenida Carpenter (Sección 7, Bloque 7, Lote 42) en una Venta Privada a George Dunlop y Kerrian Guneratne por la Cantidad de $7,000.00. (Deirdre Glenn)

Council Request for Action

11. Purchase of 141 Chambers Street

Resolution to Authorize the Conveyance of Real Property known as 141 Chambers Street (Section 18, Block 4, Lot 19) at Private Sale to Bentley Meeker for the Amount of $7,300.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 141 de la Calle Chambers (Sección 18, Bloque 4, Lote 19) en una Venta Privada a Bentley Meeker por la Cantidad de $7,300.00 (Deirdre Glenn)

Council Request for Action

12. Purchase of 411 First Street

Resolution to Authorize the Conveyance of Real Property known as 411 First Street (Section 28, Block 1, Lot 3) at Private Sale to Shyla Mejia for the Amount of $19,000.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 411 de la Calle Primera (Sección 28, Bloque 1, Lote 3) en una Venta Privada a Shyla Mejia por la Cantidad de $19,000.00. (Deirdre Glenn)

Council Request for Action

13. Purchase of 70 Liberty Street WH

Resolution to Authorize the Conveyance of Real Property known as 70 Liberty Street WH (Section 48, Block 5, Lot 35) at Private Sale to Lamont Staples for the Amount of $44,550.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 70 de la Calle Liberty WH (Sección 48, Bloque 5, Lote 35) en una Venta Privada a Lamont Staples por la Cantidad de $44,550.00. (Deirdre Glenn)

Council Request for Action

14. Purchase of 64 Johnston Street & 66 Johnston St

Resolution to Authorize the Conveyance of Real Property known as 64 Johnston Street (Section 23, Block 7, Lot 20) and 66 Johnston Street (Section 23, Block 7, Lot 21) at Private Sale to Bentley Meeker for the Amount of $26,180.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 64 de la Calle Johnston (Sección 23, Bloque 7, Lote 20) y la 66 de la Calle Johnston (Sección 23, Bloque 7, Lote 21) en una Venta Privada a Bentley Meeker por la Cantidad de $26,180.00. (Deirdre Glenn)

Council Request for Action

15. Purchase of 11 Lutheran Street, 39 Lutheran Street & 41 Lutheran Street

Resolution to Authorize the Conveyance of Real Property known as 11 Lutheran Street (Section 29, Block 9, Lot 8), 39 Lutheran Street (Section 29, Block 3, Lot 13) and 41 Lutheran Street (Section 29, Block 3, Lot 12) at Private Sale to Bentley Meeker for the Amount of $15,205.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 11 de la Calle Lutheran (Sección 29, Bloque 9, Lote 8) la 39 de la Calle Lutheran (Sección 29, Bloque 3, Lote 13) y la 41 del a Calle Lutheran (Sección 29, Bloque 3, Lote 12) en una venta Privada a Bentley Meeker por la Cantidad de $15,205.00. (Deirdre Glenn)

Council Request for Action

16. Purchase of 16 Lutheran Street

Resolution to Authorize the Conveyance of Real Property known as 16 Lutheran Street (Section 29, Block 8, Lot 12) at Private Sale to Nelson Castano for the Amount of $25,600.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 16 de la Calle Lutheran (Sección 29, Bloque 8, Lote 12) en una Venta Privada a Nelson Castano por la Cantidad de $25,600.00. (Deirdre Glenn)

Council Request for Action

Grants/Contracts/Agreements / Becas /Contratos/Convenios

17. Amendment to Central Hudson Street Lighting Authority Order

    Resolution Authorizing the City Manager to Execute an Amendment to the Street Lighting Authority Order with CH Energy Group, Inc. (Michelle Kelson & George Garrison)

    Una Resolución Autorizando al Gerente de la Ciudad a Ejecutar una Enmienda a la Orden de Autoridad de Iluminación de la Calle con el Grupo, Inc. Energía CH. (Michelle Kelson y George Garrison)

    Council Request for Action

18. Governor's Traffic Safety Grant

    Resolution Authorizing the City Manager to Apply for and Accept if Awarded a State of New York Governor's Traffic Safety Committee Police Traffic Services Program Grant in an Amount not to Exceed $46,000.00 with no City Match Required (Chief Dan Cameron)

    Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgado la Beca del Gobernador del Estado de Nueva York del Programa de Servicios de Trafico Policiales del Comité de Servicios de Trafico en una Cantidad que no Exceda $46,000.00 sin necesidad que la Ciudad iguale los fondos. (Jefe Dan Cameron)

    Council Request for Action

19. FY 2015 Justice Assistance Grant

    Resolution Authorizing the City Manager to Apply for and Accept if Awarded a New York Stated Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Program Grant to Provide for Computers and Equipment for the Truck One Mobile Substation and Communications Center for the City of Newburgh Police Department in an Amount not to Exceed $17,500.00 with no City Match Required (Chief Dan Cameron)

    Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgado una Beca del Estado de Nueva York del Programa de la Sección de Servicios de Justicia Criminal de Asistencia a la Justicia en Conmemoración a Edward Byrne para proveer Computadoras y Equipos para el Camión de Sub-estación "One Mobile" y Centro de

Comunicaciones para el Departamento de Policía de la Ciudad de Newburgh en una Cantidad que no Exceda $17,500.00 sin necesidad que la Ciudad iguale los fondos. (Jefe Dan Cameron)

Council Request for Action

20. Technology Innovation for Public Safety BJA Grant

Resolution Authorizing the City Manager to Apply for and Accept if Awarded a United States Department of Justice Bureau of Justice Assistance Technology Innovation for Public Safety Program Grant in the Amount of $432,600.00 with no City Match Required (Chief Dan Cameron)

Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgado una Beca por el Departamento de Justicia de los Estados Unidos de la Oficina de Asistencia de Justicia de Innovación Tecnológica para la Seguridad Publica en la Cantidad de $432,600.00 sin necesidad que la Ciudad iguale los fondos. (Jefe Dan Cameron)

Council Request for Action

21. JAG 2015-DJ-BX-0991

Resolution Authorizing the City Manager to enter into an Inter-Local Agreement between the County of Orange and the City of Newburgh in connection with the 2015 Byrne Memorial Justice Assistance Grant Program (Chief Dan Cameron)

Una Resolución Autorizando al Gerente de la Ciudad a entrar en un Acuerdo Inter-Local entre el Condado de Orange y la Ciudad de Newburgh en conexión a la Conmemoración Byrne del Programa de Becas 2015 de Asistencia a la Justicia. (Jefe Dan Cameron)

Council Request for Action

22. Summer Youth Employment

Resolution Authorizing the City Manager to enter into an Agreement with the County of Orange for the Summer Youth Employment and Training Program to Provide Young People to Work for the City of Newburgh for the Summer of 2016. (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a entrar en un Acuerdo con el Programa de Empleo y Entrenamiento de Verano Para La Juventud del Condado de Orange para proveer empleo en la Ciudad de Newburgh a los jóvenes por el verano del 2016. (Deirdre Glenn)

Council Request for Action

23. Great Urban Parks Campaign Grant Application

    Resolution Authorizing the City Manager to Apply for and Accept if Awarded a National Recreation and Parks Association Great Urban Parks Campaign Program Grant in an Amount not to Exceed $400,000.00 for the Construction of the South Street Waterfront Park. (Deirdre Glenn)

    Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgado la Beca del Programa de Campaña Gran Parques Urbanos de la Asociación Nacional de Parques y Recreación en una Cantidad que no Exceda $400,000.00 para la Construcción del Parque en la Costa frontera de la Calle South. (Deirdre Glenn)

    Council Request for Action

Discussion Items/Temas de Discusión

24. $1 Million - Anti-Poverty Grant

    (Mayor Kennedy and Steve Gold)

    $1 Millón - Beca para la Lucha Contra la Pobreza (Alcaldesa Kennedy y Steve Gold)

    Council Request for Action

25. Naming South Street Park

    A resolution of the City Council of the City of Newburgh for the Dedication of Father Bill Scafidi Park. (Councilwoman Hillary Rayford)

    Una resolución del Consejo de la Ciudad de Newburgh para la Dedicación del Parque Padre Bill Scafidi. (Consejal Hillary Rayford)

    Council Request for Action

26. Request for Audit

Discussion regarding the type, scope of audit and time period
(Councilwoman Cindy Holmes and Mayor Judy Kennedy)

Discusión sobre el tipo, alcance de auditoria y periodo de tiempo (Consejal Cindy Holmes y Alcaldesa Judy Kennedy)

Council Request for Action

27. Repaving Streets -- timeline and budget

(Councilwoman Abrams, Councilman Harvey and George Garrison)

Pavimentación de las Calles – tiempo y fechas (Consejal Abrams, Consejal Harvey y George Garrison)

Council Request for Action

28. Time Limit Parking

(Councilwoman Abrams and Councilwoman Holmes)

Limite de Tiempo de Estacionamiento (Consejal Abrams y Consejal Holmes)

Council Request for Action

29. Traffic Regulations -- Stop Signs at S. Lander Street and Overlook Place

(Councilwoman Abrams)

Normas de Tráfico – Señales de Alto en la Calle S. Lander y Overlook Place (Consejal Abrams)

Council Request for Action

30. Central Hudson Poles - Video Survelliance

Postes de "Central Hudson" - Video Vigilancia

Council Request for Action

Executive Session/ Sesión Ejecutiva

31. Pending Litigation & The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;

    Litigación pendiente y el historial médico, financiero, crédito, o contratación de una persona o corporación en particular, o los temas llevando al apuntamiento, contratación, promoción, democión, disciplina, suspensión, despido o removimiento de una persona o corporación en particular.

Agenda Item 1.

Monthly Comptrollers Report

The Comptroller John Aber will present his monthly Financial Report at Monday's Council Meeting - April 25th, 2016.

El Contralor John Aber presentara su Reporte Financiero mensual en la Sesión de Concejales el lunes 25 de abril de 2016.

Background:
The Comptroller will present his monthly Financial Report

Agenda Item 2.

Certificates of Recognition will be presented to acknowledge the volunteer work to keep City of Newburgh Clean and Green

Certificados de Reconocimiento serán presentados en reconocimiento al trabajo voluntario para mantener a la Ciudad de Newburgh Limpia y Verde

Agenda Item 3.

Fire and Building Department Update

A presentation by Fire and Code Compliance. (Assistant Chief Ahlers)

Una presentación por el Departamento de Bomberos y el Departamento de Cumplimiento de Códigos. (Asistente de Jefe Ahlers)

Council Request for Action

Agenda Item 4.

Resolution to Amend Resolution 90-2016 to Correct a Drafting Error

A Resolution Amending Resolution No. 90-2016 of April 11, 2016 which Approved a Consent Judgment and Authorized the City Manager to Sign such Consent Judgment to Resolve the Tax Certiorari Proceedings against the City of Newburgh in the Orange County Supreme Court Bearing Orange County Index Nos. 6582-2011, 6155-2012, 5374-2013, 4944-2014 and 5162-2015 Involving Section 32, Block 2, Lot 1.11 (Rite Aid of New York #1302) (Michelle Kelson)

Una Resolución Enmendando la Resolución No. 90-2016 del 11 de Abril de 2016 la cual aprobó una sentencia con consentimiento y Autorizo al Gerente de la Ciudad a firmar tal Sentencia con Consentimiento para resolver los procedimientos de Tax Certiorari en contra de la Ciudad de Newburgh en la Corte Suprema del Condado de Orange Números Índex 6582-2011, 6155-2012, 5374-2013, 4944-2014 y 5162-2015 involucrando Sección 32, Bloque 2, Lote 1.11 (Rite Aid de Nueva York #1302) (Michelle Kelson)

Council Request for Action

Background:
Resolution No. 90-2016 of April 11, 2016 contained the incorrect assessed value to which the parties had agreed. Resolution No. 90-2016 showed an assessed value of $1,181,484 for each of the tax years listed. The Amended Resolution reflects the correct assessed value of $1,332,400 which is consistent with the consent judgment attached to both Resolution No. 90-2016 and the Amended Resolution

ATTACHMENTS:

Description	Upload Date	Type
Revised Resolution	4/15/2016	Cover Memo
Resolution 90 Error	4/15/2016	Cover Memo

RESOLUTION NO.: _____-2016

OF

APRIL 25, 2016

A RESOLUTION AMENDING RESOLUTION NO. 90-2016 OF APRIL 11, 2016 WHICH APPROVED A CONSENT JUDGMENT AND AUTHORED THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT TO RESOLVE THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 6582-2011, 6155-2012, 5374-2013, 4944-2014 and 5162-2015 INVOLVING SECTION 32, BLOCK 2, LOT 1.11 (RITE AID OF NEW YORK #1302)

WHEREAS, Rite Aid of New York #1302 has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016 tax assessment years bearing Orange County Index Nos. 6582-2011, 6155-2012, 5374-2013, 4944-2014 and 5162-2015; and

WHEREAS, it is necessary to amend Resolution No. 90-2016 of April 11, 2016 which authorized the settlement of these proceedings to correct a drafting error in the assessed values stated therein: and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Rite Aid of New York #1302 is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2016-2017 as tax map number 32-2-1.11 be set at an assessed value of $1,332,400.
2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 as tax map number 32-2-1.11 be set at an assessed value of $1,332,400.
3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 32-2-1.11 be set at an assessed value of $1,332,400.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of

RITE AID OF NEW YORK #1302,

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESSMENT REVIEW OF THE CITY OF NEWBURGH AND THE CITY OF NEWBURGH, COUNTY OF ORANGE, NEW YORK,

Respondents.

ORDER

Index Number
2011-6582
2012-6155
2013-5374
2014-4944
2015-5162

Petitioner, having commenced tax assessment review proceedings against Respondents pursuant to Article 7 of the Real Property Tax Law relating to City of Newburgh tax map parcel 32-2-1.11 (657 Broadway), and the parties having executed a Stipulation of Settlement providing for the voluntary settlement and discontinuance of these proceedings;

NOW, THEREFORE, based upon the terms of the Stipulation of Settlement, it is

ORDERED, that the said proceedings be and the same hereby are discontinued with prejudice, on the merits; and it is further

ORDERED, the above identified proceedings for tax assessment review for tax year 2011-12 through 2015-16, be settled based upon the terms of the Stipulation of Settlement dated _____, 2016; and it is further

ORDERED, that the balance of the terms of the Stipulation dated _____ , 2016 are incorporated by reference in this Order.

Dated: , 2016

At: Goshen, New York

ENTER:

_____
HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of

RITE AID OF NEW YORK #1302,

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESSMENT REVIEW OF THE CITY OF NEWBURGH AND THE CITY OF NEWBURGH, COUNTY OF ORANGE, NEW YORK,

Respondent.

STIPULATION OF SETTLEMENT

Index Number
2011-6582
2012-6155
2013-5374
2014-4944
2015-5162

This matter having been commenced by Notice of Petition and Petition for Review of Tax Assessment for assessment years 2011-12 through 2015-16, and the parties having reached a stipulation in settlement of these proceedings;

NOW, THEREFORE, it is hereby stipulated and agreed by and between the parties hereto and their respective attorneys that these proceedings be and hereby are settled upon the following terms and conditions:

1. The proceedings pursuant to Article 7 of the Real Property Tax Law by Petitioner against Respondents and currently pending in this Court, namely those relating to City of Newburgh tax map parcel 32-2-1.11 (657 Broadway) and bearing Orange County Index Nos. 6582-2011, 6155-2012, 5374-2013, 4944-2014, and 5162-2015 as set forth below are hereby discontinued with prejudice, on the merits.

2. The parties stipulate and agree to revised tax assessments for the referenced parcel as follows:

32-2-1.11 (643 Broadway)

Assessment Year	Original Assessment	Revised Assessment	Amount of Reduction
2011-12	$1,424,900	$1,424,900	$0
2012-13	$1,424,900	$1,424,900	$0
2013-14	$1,424,900	$1,424,900	$0
2014-15	$1,424,900	$1,424,900	$0
2015-16	$1,424,900	$1,424,900	$0
2016-17	$1,424,900	$1,332,400	$92,500
2017-18	-	$1,332,400	-
2018-19	-	$1,332,400	-

3. These revised and corrected assessments shall be administered in accordance with the provisions of Section 726 and 727 of the Real Property Tax Law.

_____
Michael G. Ciaravino
City Manager
Dated:

_____
STEVEN E. NAGENGAST, ESQ.
Janata, LaCap & Associates, PC
Attorney for the Petitioner
Dated:

_____
Joanne Majewski
Assessor
Dated:

_____
RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents (2011, 2012, 2013)
Dated:

_____
ERIC D. OSSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents (2014, 2015)
Dated:

RESOLUTION NO.: 90 -2016

OF

APRIL 11, 2016

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 6582-2011, 6155-2012, 5374-2013, 4944-2014 and 5162-2015 INVOLVING SECTION 32, BLOCK 2, LOT 1.11 (RITE AID OF NEW YORK #1302)

WHEREAS, Rite Aid of New York #1302 has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016 tax assessment years bearing Orange County Index Nos. 6582-2011, 6155-2012, 5374-2013, 4944-2014 and 5162-2015; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Rite Aid of New York #1302 is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2016-2017 as tax map number 32-2-1.11 be set at an assessed value of $1,181,484.
2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 as tax map number 32-2-1.11 be set at an assessed value of $1,181,484.
3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 32-2-1.11 be set at an assessed value of $1,181,484.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

Lorene Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 4/11/16 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 12th day of April 20 16

Deputy City Clerk

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of

RITE AID OF NEW YORK #1302,

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESSMENT REVIEW OF THE CITY OF NEWBURGH AND THE CITY OF NEWBURGH, COUNTY OF ORANGE, NEW YORK,

Respondents.

ORDER

Index Number
2011-6582
2012-6155
2013-5374
2014-4944
2015-5162

Petitioner, having commenced tax assessment review proceedings against Respondents pursuant to Article 7 of the Real Property Tax Law relating to City of Newburgh tax map parcel 32-2-1.11 (657 Broadway), and the parties having executed a Stipulation of Settlement providing for the voluntary settlement and discontinuance of these proceedings;

NOW, THEREFORE, based upon the terms of the Stipulation of Settlement, it is

ORDERED, that the said proceedings be and the same hereby are discontinued with prejudice, on the merits; and it is further

ORDERED, the above identified proceedings for tax assessment review for tax year 2011-12 through 2015-16, be settled based upon the terms of the Stipulation of Settlement dated _____, 2016; and it is further

ORDERED, that the balance of the terms of the Stipulation dated _____, 2016 are incorporated by reference in this Order.

Dated: , 2016

At: Goshen, New York

ENTER:

_____
HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of

RITE AID OF NEW YORK #1302,

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESSMENT REVIEW OF THE CITY OF NEWBURGH AND THE CITY OF NEWBURGH, COUNTY OF ORANGE, NEW YORK,

Respondent.

STIPULATION OF SETTLEMENT

Index Number
2011-6582
2012-6155
2013-5374
2014-4944
2015-5162

This matter having been commenced by Notice of Petition and Petition for Review of Tax Assessment for assessment years 2011-12 through 2015-16, and the parties having reached a stipulation in settlement of these proceedings;

NOW, THEREFORE, it is hereby stipulated and agreed by and between the parties hereto and their respective attorneys that these proceedings be and hereby are settled upon the following terms and conditions:

1. The proceedings pursuant to Article 7 of the Real Property Tax Law by Petitioner against Respondents and currently pending in this Court, namely those relating to City of Newburgh tax map parcel 32-2-1.11 (657 Broadway) and bearing Orange County Index Nos. 6582-2011, 6155-2012, 5374-2013, 4944-2014, and 5162-2015 as set forth below are hereby discontinued with prejudice, on the merits.

2. The parties stipulate and agree to revised tax assessments for the referenced parcel as follows:

32-2-1.11 (643 Broadway)

Assessment Year	Original Assessment	Revised Assessment	Amount of Reduction
2011-12	$1,424,900	$1,424,900	$0
2012-13	$1,424,900	$1,424,900	$0
2013-14	$1,424,900	$1,424,900	$0
2014-15	$1,424,900	$1,424,900	$0
2015-16	$1,424,900	$1,424,900	$0
2016-17	$1,424,900	$1,332,400	$92,500
2017-18	-	$1,332,400	-
2018-19	-	$1,332,400	-

3. These revised and corrected assessments shall be administered in accordance with the provisions of Section 726 and 727 of the Real Property Tax Law.

Michael G. Ciaravino
City Manager
Dated:
Per Resolution No. 90-2016

STEVEN E. NAGENGAST, ESQ.
Janata, LaCap & Associates, PC
Attorney for the Petitioner
Dated:

Joanne Majewski
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents (2011, 2012, 2013)
Dated:

ERIC D. OSSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents (2014, 2015)
Dated:

Agenda Item 5.

Resolution & Release of Covenants for 166-168 Ann Street

A Resolution Authorizing the Execution of a Release of Restrictive Covenants and Right of Re-Entry from a Deed Issued to Chesapeake Associates, LLC to the Premises known as 166-168 Ann Street n/k/a 166 Ann Street (Section 36, Block 2, Lot 21) (Michelle Kelson)

Una Resolución Autorizando la Ejecución del Libramiento de Clausulas Restrictivas y el Derecho a volver Entrar de una Escritura Otorgada a los Asociados Chesapeake, LLC a las instalaciones conocidas como la 166-168 de la Calle Ann n/k/a 166 de la Calle Ann (Sección 36, Bloque 2, Lote 21) (Michelle Kelson)

Council Request for Action

ATTACHMENTS:

Description	Upload Date	Type
Res & Release of Covenants for 166-168 Ann Street	4/13/2016	Resolution Letter

RESOLUTION NO.: _____-2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO CHESAPEAKE ASSOCIATES, LLC TO THE PREMISES KNOWN AS 166-168 ANN STREET N/K/A 166 ANN STREET (SECTION 36, BLOCK 2, LOT 21)

WHEREAS, on May 15, 2006, the City of Newburgh conveyed property located at 166-168 Ann Street n/k/a 166 Ann Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 36, Block 2, Lot 21, to Chesapeake Associates, LLC; and

WHEREAS, Chesapeake Associates, LLC, by its attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 166-168 Ann Street n/k/a 166 Ann Street, Section 36, Block 2, Lot 21, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated July 20, 2006, from the CITY OF NEWBURGH to CHESAPEAKE ASSOCIATES, LLC, recorded in the Orange County Clerk's Office on July 20, 2006, in Liber 12210 of Deeds at Page 1974 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2016

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per to Resolution No.: _____-2016

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RECORD & RETURN TO:

Agenda Item 6.

Resolution & Release of Covenants for 167 Broadway

A Resolution Authorizing the Execution of a Release of Restrictive Covenants and Right of Re-Entry from a Deed Issued to Chesapeake Associates, LLC to the Premises known as 167 Broadway (Section 36, Block 2, Lot 4) (Michelle Kelson)

Una Resolución Autorizando la Ejecución del Libramiento de Clausulas Restrictivas y el Derecho a volver Entrar de una Escritura Otorgada a los Asociados Chesapeake, LLC a las instalaciones conocidas como la 167 de Broadway (Sección 36, Bloque 2, Lote 4) (Michelle Kelson)

Council Request for Action

ATTACHMENTS:

Description	Upload Date	Type
Res and Release of Covenants for 167 Broadway	4/13/2016	Resolution Letter

RESOLUTION NO.: _____-2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO CHESAPEAKE ASSOCIATES, LLC TO THE PREMISES KNOWN AS 167 BROADWAY (SECTION 36, BLOCK 2, LOT 4)

WHEREAS, on February 10, 2006, the City of Newburgh conveyed property located at 167 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 36, Block 2, Lot 4, to Chesapeake Associates, LLC; and

WHEREAS, Chesapeake Associates, LLC, by its attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

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

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

RELEASE OF COVENANTS AND

RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 167 Broadway, Section 36, Block 2, Lot 4, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated February 10, 2006, from the CITY OF NEWBURGH to CHESAPEAKE ASSOCIATES, LLC, recorded in the Orange County Clerk's Office on March 29, 2006, in Liber 12116 of Deeds at Page 669 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2016

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per to Resolution No.: _____-2016

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RECORD & RETURN TO:

Agenda Item 7.

Resolution & Release of Covenants for 29 Maple Street

A Resolution Authorizing the Execution of a Release of Restrictive Covenants and Right of Re-Entry from a Deed Issued to William Rose to the Premises known as 29 Maple Street (Section 25, Block 4, Lot 9) (Michelle Kelson)

Una Resolución Autorizando la Ejecución del Libramiento de Clausulas Restrictivas y el Derecho a volver Entrar de una Escritura Otorgada a William Rose a las instalaciones conocidas como la 29 de la Calle Maple (Sección 25, Bloque 4, Lote 9) (Michelle Kelson)

Council Request for Action

ATTACHMENTS:

Description	Upload Date	Type
res and release of covenants for 29 Maple Street	4/13/2016	Resolution Letter

RESOLUTION NO.: _____-2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO WILLIAM ROSE TO THE PREMISES KNOWN AS 29 MAPLE STREET (SECTION 25, BLOCK 4, LOT 9)

WHEREAS, on January 5, 2011, the City of Newburgh conveyed property located at 29 Maple Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 25, Block 4, Lot 9, to William Rose; and

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

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

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

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

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 29 Maple Street, Section 25, Block 4, Lot 9, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated January 5, 2011, from the CITY OF NEWBURGH to WILLIAM ROSE, recorded in the Orange County Clerk's Office on January 12, 2011, in Liber 13112 of Deeds at Page 0090 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2016

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2016

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

Agenda Item 8.

Contract with BFJ Planning

Resolution Authorizing the City Manager to Accept a Proposal and Enter into an Agreement with BFJ Planning for Professional Planning Services at a Cost not to Exceed $35,000.00 to Complete the Draft Local Waterfront Revitalization Plan. (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a Aceptar una Propuesta y Entrar en un Acuerdo con Planificaciones BFJ por los Servicios Profesionales de Planificación a un Costo que no Exceda $35,000.00 para Completar la versión preliminar del Plan de Rehabilitación de la Costa Local. (Deirdre Glenn)

Council Request for Action

Additional Information:
A professional service contract with BFJ Planning for completion of the Local Waterfront Revitalization Program to meet the requirements of the Department of State, in coordination with the Conservation Advisory Committee and the Department of Planning and Development, not to exceed $35,000.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Authorizing the City Manager to Sign a Contract with BFJ Planning to Complete the Draft LWRP at a Cost Not to Exceed $35,000	4/14/2016	Resolution Letter
Proposal from BFJ dated 4/6/2016	4/14/2016	Exhibit

RESOLUTION NO.:_____ - 2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND ENTER INTO AN AGREEMENT WITH BFJ PLANNING FOR PROFESSIONAL PLANNING SERVICES AT A COST NOT TO EXCEED $35,000.00 TO COMPLETE THE DRAFT LOCAL WATERFRONT REVITALIZATION PLAN

WHEREAS, the City of Newburgh has determined to revise and update the City's Local Waterfront Revitalization Plan ("LWRP"); and

WHEREAS, it is necessary and appropriate to retain professional planning services to assist and advise the City in incorporating the comments of the NYS Department of State in order to complete the draft LWRP; and

WHEREAS, after due consideration and evaluation the firm of BFJ Planning has been identified as qualified, able and cost-effective and the preferred firm to provide said services; and

WHEREAS, the cost of the planning services shall not exceed $35,000.00 and funding will be derived from A.8684.0448 Planning & Development – Other Services

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with such terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh, with BFJ Planning for professional planning services to complete the draft Local Waterfront Revitalization Plan of the City of Newburgh at a cost of Thirty-Five Thousand ($35,000.00) Dollars.

BFJ Planning

PLANNING
URBAN DESIGN
ENVIRONMENTAL ANALYSIS
REAL ESTATE CONSULTING
TRANSPORTATION PLANNING

April 7, 2016

Deirdre Glenn, Director of Planning and Development
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Proposal for Completion of LWRP Update

Dear Ms. Glenn,

To follow up on our recent correspondence with your staff on updates and revisions to the Newburgh LWRP, we propose to assist the City of Newburgh with the following scope of work:

1. Revise LWRP Sections 2 and 5 to incorporate the City's zoning update adopted in 2015. This update will include a revised description of zoning in the LWRP area and a revised zoning map.
2. In coordination with the City Planning Department and Conservation Advisory Council, undertake a comprehensive review of LWRP Section 4 to determine which projects proposed in the July 2014 Draft LWRP remain relevant, and whether any projects need to be amended, removed or added.
3. Complete any other necessary minor revisions which may be necessary to reflect current conditions in the City and incorporate changes since July 2014.
4. Compile a complete Draft LWRP and accompanying SEQR documentation (expanded EAF) for consideration of acceptance by the City Council.
5. Upon City Council acceptance, assist in submission of the Draft LWRP to the New York State Department of State (NYDOS) for the required 65-day review.
6. Upon receipt of comments from NYSDOS, complete one round of revisions to incorporate the comments.

After our completion of revisions to incorporate NYSDOS comments, the City Planning Department would be in position to submit the Final Draft LWRP to the NYSDOS for acceptance and to the City Council for adoption.

We propose to complete the above scope of work within eight months, which includes the mandated 65-day review period by the NYSDOS. We would bill on a time and expense basis against the attached rates, for a total budget not to exceed $35,000. The scope would include a kickoff meeting with City Planning Department staff, one public information session and a total of four meetings with the Conservation Advisory Council, as follows:

- Meeting #1: Kickoff to review changes since July 2014 Draft LWRP and discuss potential changes to Section 4 (projects).

CHARLOTTE
CHICAGO
NEW YORK CITY
PITTSBURGH
STAMFORD

PAUL BUCKHURST ARIBA, AICP
FRANK S. FISH FAICP
GEORGES JACQUEMART PE, AICP

BUCKHURST FISH
& JACQUEMART, INC.
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7474
F. 212.353.7494

WWW.BFJPLANNING.COM

- Meeting #2: Discussion of proposed projects and preparation for the public information session.
- Meeting #3: Debriefing of public information session and confirmation of projects.
- Meeting #4: Review of NYSDOS comments and discussion of potential revisions to Draft LWRP.

If you have any questions or need additional information, please do not hesitate to contact me directly at 212-353-7476.

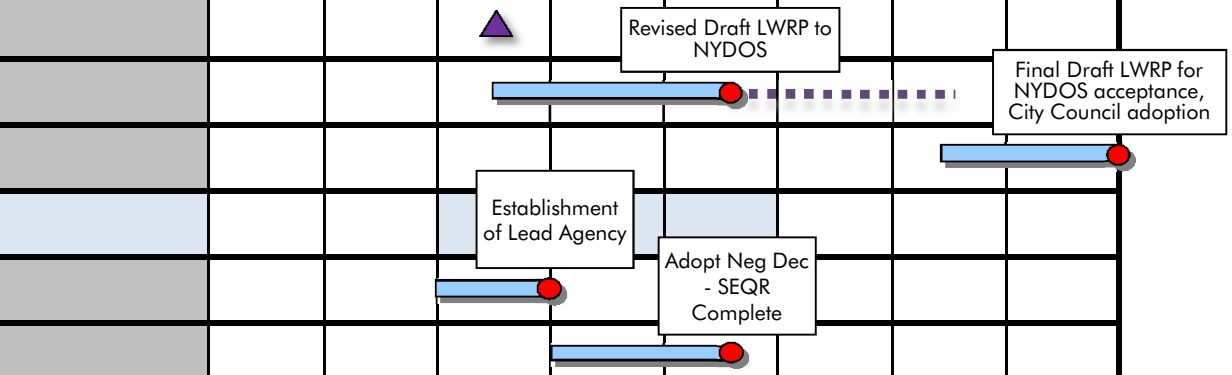
Sincerely,

Frank S. Fish, FAICP
Principal

cc. Michelle Kelson, Esq., Corporation Counsel
Naomi Fay, Executive Assistant to the City Manager

City of Newburgh LWRP Update
Project Timeline

Task	Description	1	2	3	4	5	6	7	8
PHASE 1: LWRP REVISIONS									
Task 1	Project Kickoff								
Task 2	Review of Existing Conditions, Studies and Planning Efforts								
Task 3	Development of Revised Waterfront Projects and Programs								
Task 4	Public Information Meeting								
Task 5	Complete Revised Draft LWRP								
Task 6	Draft LWRP Revisions								
PHASE 2: SEQR									
Task 1	Preparation of Full EAF and Attachments								
Task 2	Preparation of EAF Parts 2 & 3 and Neg Dec								
	Conservation Advisory Council Meetings Public Information Meetings Public Hearings								



Key:

- Major Deliverable
- Conservation Advisory Council Meeting
- Public Information Meeting
- On-going meetings and tasks/document review/ public review period

Agenda Item 9.

Purchase of 40 Benkard Avenue

Resolution to Authorize the Conveyance of Real Property known as 40 Benkard Avenue (Section 45, Block 3, Lot 10) at Private Sale to Aamir Mumtaz for the Amount of $22,000.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 40 de la Avenida Benkard (Sección 45, Bloque 3, Lote 10) en una Venta Privada a Aamir Mumtaz por la Cantidad de $22,000.00. (Deirdre Glenn)

Council Request for Action

Additional Information:
Purchaser: Aamir Mumtaz
Property Address: 40 Benkard Avenue
S-B-L: 45-3-10
Purchase Price: $22,000
Terms & Conditions: 18-months to obtain C.O. (4-unit building: 3 of the units occupied; one is vacant and needs to be rehabilitated); 2015-16 School taxes; 2016 City/County tax (although no tax bill was generated).

ATTACHMENTS:

Description	Upload Date	Type
Resolution Authorizing the Sale of 40 Benkard Avenue to Aamir Mumtaz for $22,000	4/15/2016	Resolution Letter
Purchase Proposal Summary	4/13/2016	Backup Material
PODA	4/13/2016	Backup Material

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 40 BENKARD AVENUE (SECTION 45, BLOCK 3, LOT 10) AT PRIVATE SALE TO AAMIR MUMTAZ FOR THE AMOUNT OF $22,000.00

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 40 Benkard Avenue, being more accurately described as Section 45, Block 3, 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 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 July 25, 2016, being ninety (90) days from the date of this resolution; and

Property address	**Section, Block, Lot**	**Purchaser**	**Purchase Price**
40 Benkard Avenue	45 – 3 – 10	Aamir Mumtaz	$22,000.00

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
40 Benkard Avenue, City of Newburgh (45-3-10)

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 year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing 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 July 25, 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 <u>not</u> 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.

Purchase Proposal Summary

Location:	**40 Benkard Avenue**
Tax Map Number:	45-3-10
Property Class:	411—Apartment
Zoning:	RM-Residential Medium Density; EEHD-East End Historic District
Description:	Year Built—1891; 3360sf (includes 840sf in for basement apartment) ; 4 apartments; Lot size: 25 x 117. Shed in backyard.
Condition:	Average/Poor
Assessed Value:	$151,900
Annual Taxes:	$ 8,945+/-
Selling Price:	$ 22,785 @ 15%

The city acquired this property: February 2015

Offer Information:

Name:	Aamir Mumtaz
Offer Price:	**$ 22,000**
Construction Estimate:	$ 60,000-70,000
Proof of Financing:	Chase Premier Account

Comments: The property is technically a 4-unit building but only three of those units are habitable and currently occupied. The basement unit is vacant; it suffers from severe sewer/water damage. There is considerable mold in the basement as well as a strong sewer smell. There is also only one heating system for the entire house and one hot water heater. The purchaser plans to repair the basement and install new water heaters and new individual furnaces. The building also suffers from some settlement: the side wall of the third floor bathroom is separating from the rear wall.

The purchaser owns several other properties in the City of Newburgh. (The addresses of his properties are located in the application under the purchaser's "Development Experience".) At time of the application, he is current of his city taxes for all his properties and there is no outstanding violations.

Basement Photos

3rd Flr Bath; Wall Separation

Roof Leaks

Proposal Form

Contact Information:

Name: AAMIR MUMTAZ
Business Name (If Applicable): _____
Address: 355 LAKESHORE DRIVE
City, State & Zip: PLEASANTVILLE NY 10570
Home phone: _____
Business Phone: _____
Mobile Phone: 845 988 7382
E-mail: amumtaz4us@yahoo.com
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 40 Benkard Ave
SBL#: 45 -3-10

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: $ 22,000.00

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: $ 60K – 70K. See attached

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: Yovani Ortega
Architect: _____
Engineer: _____

Properties bought and developed: 202 Carson Ave
72 Dupont
87 City Terr
125 W Parmenter.
~~464~~ FIRST

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	79-81 City Terr Newburgh	121-125 W Parmenter Street Newburgh
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	Manager Architect AJ Coppola	Manager.
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)		
Use: (i.e. single-family, multi-family rental or commercial)	Multi	Multi
Number of Buildings in Project	2	3
Total Number of Residential Units in Project	4	6
If commercial, total square footage of project	—	
Systems Replaced	Electrical & Plumbing	Electrical & Plumbing
Total Development Costs	150K	150K.
Current Status (predevelopment, in construction, ____% complete, completed, converted to permanent financing)	Rented Complete	Complete and rented.
Government Program, if any (provide name of program and agency, name and current phone of reference)		

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) ← none

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 3/5/2016

AAMIR MUMTAZ SS# [redacted] Date of Birth [redacted]
Print Name

Submit Application to:

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

CHASE ONLINE℠ Wednesday, March 09, 2016

Welcome AAMIR MUMTAZ

Print | (1) Secure Message Center | Customize Accounts

amumtazus@yahoo.com | Last logged on at 9:39 AM ET on 03/09/2016 | See session summary

See your 2015 Cash Back Rewards

Check your progress so far this year.

View Cash Back Rewards

Bank Accounts

Total balance: $100,345.29

Account	Available Balance	Present Balance
CHASE PREMIER (...3065)	$100,345.29	**$100,345.29**

See activity | See statements | Pay bills | See routing/account numbers

Learn more about your checking account options

Debit Card Rewards **Show Rewards**

40 Benkard Avenue

REPAIR COST ESTIMATE AND SCHEDULE

EXTERIOR	ESTIMATED START DATE (I.E., MARCH 2016)	ESTIMATED COST
ROOF		$ 7,000.00
GUTTERS/DOWNSPOUTS		$
WINDOWS/DOORS		$
SIDING/TRIM/EXTERIOR PAINTING		$ 2,000.00
FOUNDATION		$
STEPS, PORCHES, DECKS	Repair	$ 3,000.00
LANDSCAPING		$
OTHER:		$
OTHER:		$
EXTERIOR REPAIR SUBTOTAL		$

INTERIOR	ESTIMATED START DATE (I.E., MARCH 2016)	ESTIMATED COST
CLEAN-OUT, INTERIOR DEMOLITION		$
REMEDIATION	Full Baseman	$ 10,000.00
HEATING SYSTEM	Need 3 Boilers 4 water heaters	$ 18,000.00
PLUMBING	Fix violations	$ 2,000.00
BATH(S)	4 Full Bathrooms	$ 12,000.00
KITCHEN(S)	1 Full kitchen	$ 5,000.00
INSULATION/DRYWALL	Full Baseman	$ 5,000.00
INTERIOR DOORS		$
TRIM/INTERIOR PAINTING	Baseman	$ 2,000.00
FLOORING		$ 2,000.00
OTHER: Fix addition from Building is	Separate it from Building (make it right)	$ 5,000.00
OTHER:		$
INTERIOR REPAIR SUBTOTAL		$
		Total - 63,000 - 20,000.
TOTAL EXTERIOR/INTERIOR REPAIR COST		$

Agenda Item 10.

Purchase of 266 Carpenter Avenue

Resolution to Authorize the Conveyance of Real Property known as 266 Carpenter Avenue (Section 7, Block 7, Lot 42) at Private Sale to George Dunlop and Kerriann Guneratne for the Amount of $7,000.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 266 de la Avenida Carpenter (Sección 7, Bloque 7, Lote 42) en una Venta Privada a George Dunlop y Kerrian Guneratne por la Cantidad de $7,000.00. (Deirdre Glenn)

Council Request for Action

Additional Information:
Purchasers: George Dunlop & Kerriann Guneratne
Property Address: 266 Carpenter Avenue
SBL: 7-7-42
Purchase Price: $7,000
Terms & Conditions: 18 months to obtain a C.O.; 2015-16 School Taxes; 2016 City/County Taxes (no tax bill generated for 2016); Owner occupancy restriction.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Authorizing Sale of 266 Carpenter Avenue to George Dunlop and Kerrianne Guneratne for $7,000	4/15/2016	Resolution Letter
Purchase Proposal Summary	4/11/2016	Backup Material
PODA	4/11/2016	Backup Material

RESOLUTION NO.: _____- 2016

OF

APRIL 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 266 CARPENTER AVENUE (SECTION 7, BLOCK 7, LOT 42) AT PRIVATE SALE TO GEORGE DUNLOP AND KERRIANN GUNERATNE FOR THE AMOUNT OF $7,000.00

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before July 25, 2016, being ninety (90) days from the date of this resolution; and

Property address	**Section, Block, Lot**	**Purchaser**	**Purchase Price**
266 Carpenter Avenue	7 – 7 – 42	George Dunlop Kerriann Guneratne	$7,000.00

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

STANDARD TERMS:

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

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

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 25, 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 <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

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

Purchase Proposal Summary

Location:	**266 Carpenter Avenue**
Tax Map Number:	7-7-42
Property Class:	210—One Family Residential
Zoning:	RL—Residential Low Density
Description:	Detached single family home—Year built: 1900; 1432sf; 3 bed rooms with 2 baths; lot size: 75 x 211 x 75 x 219
Condition:	Fair/Poor
Assessed Value:	$ 85,400
Annual Taxes:	$ 4,482+/-
Selling Price:	$ 21,350 @ 25%

The city acquired this property: October 2013

Offer Information:

Name:	George Dunlop & Kerriann Guneratne
Offer Price:	**$ 7,000**
Construction Estimate:	$ 44,000
Proof of Financing:	Kerriann Guneratne's (George's sister) Key Bank Account.

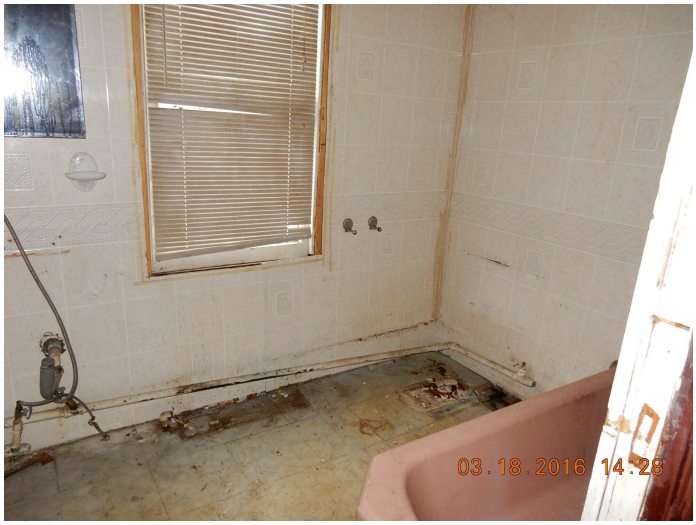
Comments: The house needs extensive renovation: the heating system has been removed; plumbing pipes torn out; roof and soffits need repair; kitchen needs to be renovated; the baths need extensive repairs; there are some settlement issues along the rear side of the house and several windows need to be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

The purchaser is an employee of the City's of Newburgh's DPW. He plans to reside in the house. His sister is providing financing for the renovation. George has construction and home repair experience. The repair estimates are relatively low—considering the amount of work that is needed—because he is planning to do much of the work himself and also having "in kind" work from his friends in the trades.

03.18.2016 14:27

03.18.2016 14:27

03.18.2016 14:27


03.18.2016 14:28

03.18.2016 14:27

Proposal Form

Contact Information:

Name: George Dunlop Jr. & KERRIANN GUNERATNE
Business Name (If Applicable): _____
Address: 293 Lakeside Rd.
City, State & Zip: Newburgh N.Y 12550
Home phone: 845 784-6717.
Business Phone: _____
Mobile Phone: _____
E-mail: Kerriguneratne@aol.com.
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 266 Carpenter Ave. Newburgh. N.Y 12550

SBL#: 7-7-42

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: $ 7,000.00

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: $ 44,000 (SEE ATTACHED) ~~36,000 Approximately.~~ ~~TBD walk through~~

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: TBD
Architect: TBD
Engineer: TBD

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.

[redacted] 3-11-16
Signature Date

George Dunlop, Jr SS# [redacted] Date of Birth [redacted]
Print Name

Submit Application to:

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

ESTIMATES FOR REPAIR

266 Carpenter Ave. Newburgh, N.Y. 12550

REMOVAL ROOF/REPAIR- REPLACE PLYWOOD/NEW ROOF..... $5.000

SIDING..... $ 3.000

GUTTERS..... $ 1.000

2 BATHROOMS..... $ 8.000

FOUNDATION REPAIR..... $ 3.000

WINDOWS..... $ 3.000

HEATING & COOLING SYSTEM- ..... $ 6.000

ELECTRICAL..... $ 3.000

PLUMBING..... $ 3.000

KITCHEN..... $ 4.000

FLOORING..... $ 3.000

CEILING and SHEET ROCK..... $ 2.000

TOTAL ESTIMATE OF REPAIRS..... $ 44.000

P.O. Box 93885
Cleveland, OH 44101-5885

Key Privilege Account Statement

December 31, 2015

18 X316 4 EM
FRANKLIN GUNERATNE MD
KERRIANN B GUNERATNE
293 LAKE SIDE RD
NEWBURGH NY 12550-1560

Consolidated Account Snapshot

	Value on 11/30	*Value on 12/31*	*Change in value*
Checking & Savings	$66,961.09	$70,996.42	$4,035.33
Investments & Trust	0.00	0.00	0.00
Retirement	0.00	0.00	0.00
Total Assets	**$66,961.09**	**$70,996.42**	**$4,035.33**
Total Loans & Credit Balance	**$0.00**	**$0.00**	**$0.00**

See Summary of Accounts on page 2 for more information.

How To Contact Us

CALL TOLL FREE
Key Privilege Client Services
1-800-336-4750

VIEW YOUR ACCOUNT ONLINE
www.key.com

100848-3290-3150002602-11-N-

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 141 CHAMBERS STREET (SECTION 18, BLOCK 4, LOT 19) AT PRIVATE SALE TO BENTLEY MEEKER FOR THE AMOUNT OF $7,300.00

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 141 Chambers Street, being more accurately described as Section 18, Block 4, 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 July 25, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
141 Chambers Street	18 – 4 – 19	Bentley Meeker	$7,300.00

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
141 Chambers Street, City of Newburgh (18-4-19)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation and apportionment of the 2016 City and County taxes shall be made as of the date of closing. 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 properties are vacant and unoccupied. These parcels are 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 properties 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 July 25, 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 <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.

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

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 411 FIRST STREET (SECTION 28, BLOCK 1, LOT 3) AT PRIVATE SALE TO SHYLA MEJIA FOR THE AMOUNT OF $19,000.00

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 411 First Street being more accurately described as Section 28, Block 1, Lot 3 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 July 25, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
411 First Street	28 – 1 – 3	Shyla Mejia	$19,000.00

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
411 First Street, City of Newburgh (28-1-3)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
7. Notice is hereby given that the properties are vacant and unoccupied. These parcels are 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 properties 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 July 25, 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 <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

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

Agenda Item 13.

Purchase of 70 Liberty Street WH

Resolution to Authorize the Conveyance of Real Property known as 70 Liberty Street WH (Section 48, Block 5, Lot 35) at Private Sale to Lamont Staples for the Amount of $44,550.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 70 de la Calle Liberty WH (Sección 48, Bloque 5, Lote 35) en una Venta Privada a Lamont Staples por la Cantidad de $44,550.00. (Deirdre Glenn)

Council Request for Action

Additional Information:
Purchaser: Lamont Staples
Property Address: 70 Liberty Street WH
S-B-L: 48-5-35
Purchase Price: $44,550
Terms & Conditions: Already occupied by tenant/purchaser; 2015-16 School Taxes; 2016 City/County Tax (though no tax bill has been generated for 2016); Owner Occupancy restriction.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Authorizing Sale of 70 Liberty Street WH to Lamont Staples for $44,550	4/15/2016	Resolution Letter
Purchase Proposal Summary	4/12/2016	Backup Material
PODA	4/12/2016	Backup Material

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 70 LIBERTY STREET WH (SECTION 48, BLOCK 5, LOT 35) AT PRIVATE SALE TO LAMONT STAPLES FOR THE AMOUNT OF $44,550.00

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 70 Liberty Street WH, being more accurately described as Section 48, Block 5, Lot 35 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 July 25, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
70 Liberty Street WH	48 – 5 – 35	Lamont Staples	$44,550.00

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
70 Liberty Street WH, City of Newburgh (48-5-35)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing 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. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. 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 July 25, 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 <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

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

Purchase Proposal Summary

Location:	**70 Liberty Street WH**
Tax Map Number:	48-5-35
Property Class:	210—One Family Residential
Zoning:	RL—Residential Low Density; EEHD– East End Historic District
Description:	Semi-attached single family home—Year built: 1890; 2220sf; 3 bedrooms with 1.25 baths; lot size: 19 x 100
Condition:	Average
Assessed Value:	$ 99,000
Annual Taxes:	$ 5,196+/-
Selling Price:	$ 44,550 @ 45%

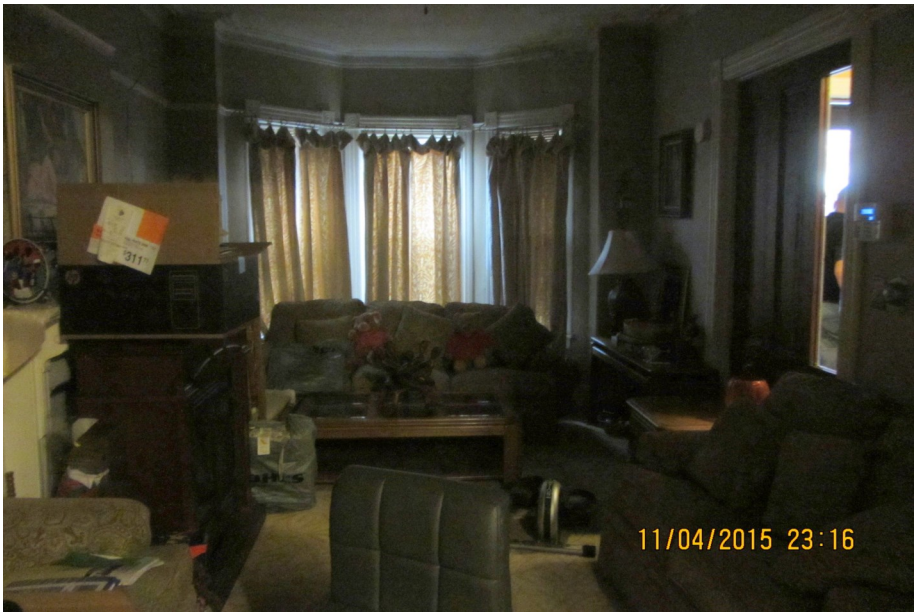
The city acquired this property: February 2015

Offer Information:

Name:	Lamont Staples
Offer Price:	**$ 44,550**
Proof of Financing:	Hudson Valley Federal Credit Union SONYMA Pre-Approval letter; working with PathStone for possible down payment assistance through Orange County program or through SONYMA.

Comments: The house is being purchased by the current tenant. He and his father have lived in the house for many years. They have been working with PathStone to obtain mortgage pre-qualification letter from the Hudson Valley FCU. PathStone is also helping coordinate sources for down payment assistance. This is an example of the City of Newburgh's Department of Planning and Development —with the valuable assistance of PathStone— working with a single-family home tenant to help them achieve their goal of homeownership.

The house is in average to good condition with little required repairs.


11/04/2015 23:16

11/04/2015 23:16

11/05/2015 00:24

Proposal Form

Contact Information:

Name: MR Lamont K Staples
Business Name (If Applicable): _____
Address: 70 Liberty Street w-H
City, State & Zip: Newburgh NY 12550
Home phone: 845 561 3594
Business Phone: _____
Mobile Phone: 845 275 8845
E-mail: Cousin_58@hotmail.com
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 70 Liberty Street w-H Newburgh NY 12550

SBL#: 48-5-35

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: $ [redacted] 45,500

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: **$** 15,000

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: _____
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:

- 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 03/30/2016

Lamont K Staples SS# [redacted] Date of Birth [redacted]
Print Name

Submit Application to:

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

Hudson Valley FCU

03/30/2016
Lamont K Staples

Newburgh, NY 12550

Congratulations! Thank you for choosing Hudson Valley FCU to provide you with financing for a new home. The terms of your pre-approval are as follows:

Loan Type: **SONYMA**
Purchase Price: **$44,550.00**
Loan Amount: **$40,095.00**
Total Monthly Payment: **$701.88**
Expiration Date: **90 days from letter date**

This pre-approval has been issued based on the information you provided to our Mortgage Loan Officer and the credit information we obtained with your permission. This pre-approval is not a final commitment as it can be rescinded at any time; it is a general approval of your credit, income and total debt ratio.

After you decide on a new home, we must still document your income, assets, liabilities and other relevant information (such as property value and title information).

You may want to share this letter with real estate brokers or sellers so that they know that you have been pre-approved for a mortgage.

Once you have found the perfect home and are ready to finalize the application process, please contact me. We look forward to providing you with home financing.

Sincerely,

MICHAEL A DELGADO
NMLS ID: 63873
Direct Phone: 8454633011
Email: info@hvfcu.org

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 64 JOHNSTON STREET (SECTION 23, BLOCK 7, LOT 20) AND 66 JOHNSTON STREET (SECTION 23, BLOCK 7, LOT 21) AT PRIVATE SALE TO BENTLEY MEEKER FOR THE AMOUNT OF $26,180.00

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 64 Johnston Street and 66 Johnston Street, being more accurately described as Section 23, Block 7, Lots 20 and 21, respectively, 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 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 July 25, 2016, being ninety (90) days from the date of this resolution; and

Property address	**Section, Block, Lot**	**Purchaser**	**Purchase Price**
64 Johnston Street	23 – 7 – 20	Bentley Meeker	$16,500.00
66 Johnston Street	23 – 7 – 21		$ 9,680.00

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
64 Johnston Street, City of Newburgh (23-7-20)
66 Johnston Street, City of Newburgh (23-7-21)

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, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. These parcels are 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 properties are vacant and unoccupied. These parcels are 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 properties 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 July 25, 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 <u>not</u> 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.

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 11 LUTHERAN STREET (SECTION 29, BLOCK 9, LOT 8), 39 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 13) AND 41 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 12) AT PRIVATE SALE TO BENTLEY MEEKER FOR THE AMOUNT OF $15,205.00

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 11 Lutheran Street, 39 Lutheran Street and 41 Lutheran Street, being more accurately described as Section 29, Block 9, Lot 8, Section 29, Block 3, Lot 13 and Section 29, Block 3, Lot 12, respectively, 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 July 25, 2016, being ninety (90) days from the date of this resolution; and

Property address	**Section, Block, Lot**	**Purchaser**	**Purchase Price**
11 Lutheran Street	29 – 9 – 8	Bentley Meeker	$8,220.00
39 Lutheran Street	29 – 3 – 13		$3,220.00
41 Lutheran Street	29 – 3 – 12		$3,765.00

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
11 Lutheran Street, City of Newburgh (29-9-8)
39 Lutheran Street, City of Newburgh (29-3-13)
41 Lutheran Street, City of Newburgh (29-3-12)

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, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. These parcels are 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 properties are vacant and unoccupied. These parcels are 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 properties 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 July 25, 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 <u>not</u> 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.

Agenda Item 16.

Purchase of 16 Lutheran Street

Resolution to Authorize the Conveyance of Real Property known as 16 Lutheran Street (Section 29, Block 8, Lot 12) at Private Sale to Nelson Castano for the Amount of $25,600.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces conocidas como la 16 de la Calle Lutheran (Sección 29, Bloque 8, Lote 12) en una Venta Privada a Nelson Castano por la Cantidad de $25,600.00. (Deirdre Glenn)

Council Request for Action

Additional Information:
Purchaser: Nelson Castano
Property Address: 16 Lutheran Street
S-B-L: 29-8-12
Purchase Price: $25,600
Terms & Conditions: Standard terms; property already has a C.O. as a 2-family; 2015-16 School Taxes; 2016 City/County taxes.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Authorizing Sale of 16 Lutheran Street to Nelson Castano for $25,600	4/15/2016	Resolution Letter
Property Proposal Summary	4/11/2016	Backup Material
PODA	4/11/2016	Backup Material

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 16 LUTHERAN STREET (SECTION 29, BLOCK 8, LOT 12) AT PRIVATE SALE TO NELSON CASTANO FOR THE AMOUNT OF $25,600.00

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 16 Lutheran Street, being more accurately described as Section 29, Block 8, Lot 12 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 July 25, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
16 Lutheran Street	29 – 8 – 12	Nelson Castano	$25,600.00

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

Terms and Conditions Sale
16 Lutheran Street, City of Newburgh (29-8-12)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation and apportionment of the 2016 City and County taxes shall be made as of the date of closing. 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 July 25, 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 <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.

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

Property Proposal Summary

Location:	**16 Lutheran Street**
Tax Map Number:	29-8-12
Property Class:	220 – Two-Family Residence
Zoning:	RM—Residential Medium Density; EEH—East End Historic Dis trict
Description:	2-story,brick apartment building. Year built: 1890; 2508sf; Lot size—25 x 98, contains two, 2-3 bedroom apartments
Condition:	Average
Assessed Value:	$ 64,000
Estimated Annual Taxes:	$ 3,358 +/-
Selling Price:	$ 25,600 @ 40%

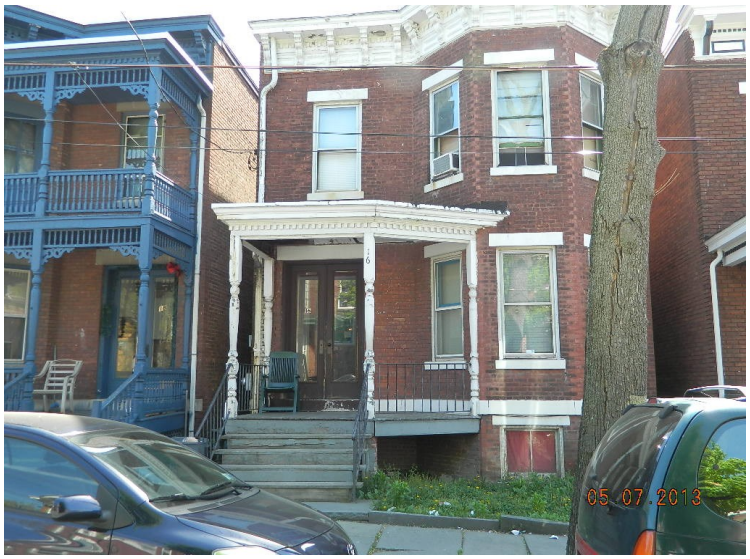
The city acquired this property: August 2010

Offer Information:

Name:	Nelson Castano
Offer Price:	**$ 25,600**
Construction Estimate:	$ 5,000 (roof repairs)
Proof of Financing:	TD Bank accounts

Comment: The purchaser lives in the greater New York City area but works in the Hudson Valley area. He has been looking to purchase an investment property in Newburgh for several months. He also has friends and relatives who live in the area. He does not currently own any other property in the City of Newburgh.

This property has been owned by the City of Newburgh for almost 6 years. The property is currently fully occupied. It appears to need some roof and soffit repairs. There is no off-street parking.



03.28.2016 15:12

03.28.2016 15:11

03.28.2016 15:12

03.28.2016 15:22

RECEIVED 3/31/16

Proposal Form

Contact Information:

Name: NELSON CASTANO
Business Name (If Applicable): LUSUAL CORP
Address: 31-11 95 ST.
City, State & Zip: EAST ELMHURST NY 11369
Home phone: 347-5135494
Business Phone: 5135494
Mobile Phone: 347-5135494
E-mail:
Federal I.D. No. (If Available):

Information on Bid Property:

Property Address: 16 LUTHERAN.

SBL#: 29-8-12

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

Type of Project:

____ Single Family Yes____ No____

X Multi-Family Yes X No____ # Units: 2

____ Commercial ____ Industrial

Offer Purchase Price: $ 25600.

Does your proposal conform with existing zoning? Yes X No____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: **$** 3000

Who will be doing the work? X Self ____Other (complete below)
CONSTRUCTION EXPERIENCE

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
- ✓ 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.

Nelson Castano
Signature

3/28/16
Date

NELSON CASTANO
Print Name

SS# [redacted] Date of Birth [redacted]

Submit Application to:

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

Bank

America's Most Convenient Bank®

NELSON CASTANO
MARTHA CASTANO
3111 95TH ST
EAST ELMHURST NY 11369-1745

056 / TD Simple Savings Stmt [redacted]

Statement Beginning Balance As Of: 1/1/2016			$5,552.37
Plus	11	Deposits and Other Credits	$27,300.37
Less	20	Checks and Other Debits	$27,100.00
Statement Balance As Of: 03/30/2016			$5,752.74
Interest Rate As Of 03/30/2016:			0.050000

Transactions By Date

Date	Description	Debit	Credit	Balance
01/04/2016	WITHDRAWAL	$1,500.00		$4,052.37
01/05/2016	WITHDRAWAL	$1,000.00		$3,052.37
01/11/2016	DEPOSIT		$3,700.00	$6,752.37
01/11/2016	WITHDRAWAL	$1,500.00		$5,252.37
01/12/2016	WITHDRAWAL	$1,200.00		$4,052.37
01/14/2016	DEPOSIT		$2,700.00	$6,752.37
01/19/2016	WITHDRAWAL	$1,500.00		$5,252.37
01/20/2016	WITHDRAWAL	$1,200.00		$4,052.37
01/29/2016	DEPOSIT		$2,700.00	$6,752.37
01/31/2016	INTEREST CREDIT		$0.20	$6,752.57
02/01/2016	WITHDRAWAL	$1,500.00		$5,252.57
02/04/2016	WITHDRAWAL	$1,200.00		$4,052.57
02/05/2016	WITHDRAWAL	$1,000.00		$3,052.57
02/09/2016	DEPOSIT		$3,700.00	$6,752.57
02/10/2016	WITHDRAWAL	$1,500.00		$5,252.57
02/12/2016	WITHDRAWAL	$1,200.00		$4,052.57
02/16/2016	DEPOSIT		$2,700.00	$6,752.57
02/17/2016	WITHDRAWAL	$1,500.00		$5,252.57

Bank

America's Most Convenient Bank®

CASTANO ENTERPRISE INC
37 57 80TH ST APT D44
JACKSON HEIGHTS NY 11372-

713 / TD Business Simple Checking [redacted]

Statement Beginning Balance As Of: 3/1/2016			$4,305.93
Plus	9	Deposits and Other Credits	$22,802.00
Less	21	Checks and Other Debits	$3,159.39
Statement Balance As Of: 03/30/2016			$23,948.54

Transactions By Date

Date	Description	Debit	Credit	Balance
03/01/2016	DDA WITHDRAW TW04A944 174 SOUTH H	$300.00		$4,005.93
03/02/2016	DEPOSIT		$460.00	$4,465.93
03/02/2016	VISA DDA PUR 469216 IDT BOSS INTL CA	$5.00		$4,460.93
03/03/2016	THEDONADOLAWFIRM PURCHASE	$695.00		$3,765.93
03/03/2016	VISA DDA PUR 469216 IDT BOSS INTL CA	$5.00		$3,760.93
03/04/2016	DEP RETURN CHARGEBACK	$460.00		$3,300.93
03/04/2016	DEP RETURN FEE	$20.00		$3,280.93
03/07/2016	VISA DDA PUR 469216 IDT BOSS INTL CA	$5.00		$3,275.93
03/08/2016	DEPOSIT		$468.00	$3,743.93
03/08/2016	DDA WITHDRAW TW04B487 250 BOSTON F	$200.00		$3,543.93
03/09/2016	DEPOSIT		$460.00	$4,003.93
03/09/2016	VISA DDA PUR 469216 IDT BOSS INTL CA	$5.00		$3,998.93
03/11/2016	DEP RETURN CHARGEBACK	$230.00		$3,768.93
03/11/2016	DEP RETURN FEE	$20.00		$3,748.93
03/14/2016	DEPOSIT		$209.00	$3,957.93
03/14/2016	DDA WITHDRAW TW04C372 94 15 NORTHE	$200.00		$3,757.93
03/14/2016	VISA DDA PUR 469216 IDT BOSS INTL CA	$5.00		$3,752.93
03/15/2016	VISA DDA PUR 469216 IDT BOSS INTL CA	$5.00		$3,747.93

TD Bank

America's Most Convenient Bank®

LUSVAL CORP
3111 94TH ST
EAST ELMHURST NY 11369

713 / TD Business Simple Checking [redacted]

Statement Beginning Balance			$0.00
Plus	1	Deposits and Other Credits	$4,000.00
Less	1	Checks and Other Debits	$31.70
Statement Balance As Of: 02/29/2016			$3,968.30

Transactions By Date

Date	Description	Debit	Credit	Balance
02/19/2016	DEPOSIT		$4,000.00	$4,000.00
02/26/2016	HARLAND CLARKE CHK ORDERS	$31.70		$3,968.30

Agenda Item 17.

Amendment to Central Hudson Street Lighting Authority Order

Resolution Authorizing the City Manager to Execute an Amendment to the Street Lighting Authority Order with CH Energy Group, Inc. (Michelle Kelson & George Garrison)

Una Resolución Autorizando al Gerente de la Ciudad a Ejecutar una Enmienda a la Orden de Autoridad de Iluminación de la Calle con el Grupo, Inc. Energía CH. (Michelle Kelson y George Garrison)

Council Request for Action

Background:
Central Hudson was granted Public Service Commission approval to offer municipalities the option to lease high efficiency Light Emitting Diode (LED) street lights. The new LED fixtures are Rate A, Central Hudson owned and maintained street lights and have an expected life of nearly twelve years, offering significant savings on maintenance and operating costs, while providing environmental benefits to municipalities and residents. Because LED streetlights use less electricity, these fixtures will save on annual street light costs. Central Hudson is seeking approval to change existing “Rate A” fixtures in need of repair or replacement with an equivalent LED fixture. The replacement will take place only during routine maintenance or in response to a report of a street light out. There will be no upfront or installation charge.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Authorizing the City Manager to Sign an Amendment to the CH Energy Group Inc. Street Lighting Authority Order	4/12/2016	Resolution Letter
Blanket LED Street Lighting Authority Order	4/12/2016	Exhibit
CH LED Street Lighting Authority Order email	4/12/2016	Backup Material

RESOLUTION NO.: _____-2016

OF

APRIL 25, 2016

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

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., authorize the replacement of "Rate A" fixtures in need of repair or replacement with an equivalent LED fixture; and

WHEREAS, the replacement with LED fixtures will take place only during routine maintenance or in response to a report of a street light out; and

WHEREAS, there will be no upfront cost to the City of Newburgh for said replacement and will result in a reduction of electrical costs to the City over time;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached amendment to the Street Lighting Authority Order.

Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, NY 12601
(845) 452-2700

Blanket LED Street Lighting Authority Order

_____
(Municipality)

_____
(Address)

_____
(City, State Zip)

To Central Hudson Gas & Electric Corporation:

You are hereby authorized to make changes specified below to the street lighting service for all street lighting districts located within the _____of _____, in accordance with a resolution duly adopted as provided by law by the _____ (Council/Board) of the _____of _____ at a meeting held on _____, 20__ as follows:

_____ All Rate A street lights which fail shall be replaced with an LED equivalent fixture.
(indicate yes or no)

These changes are subject to the terms of the existing street lighting service classifications and does not include the cost of electricity.

Municipality: _____ By: _____

Date: _____, 20___ Title: _____

Dear Community Leader.

As you may be aware, Central Hudson was recently granted Public Service Commission approval to offer municipalities the option to lease high efficiency Light Emitting Diode (LED) street lights. The new LED fixtures are Rate A, Central Hudson owned and maintained street lights and have an expected life of nearly twelve years, offering significant savings on maintenance and operating costs, while providing environmental benefits to municipalities and residents. Because LED streetlights use less electricity, these fixtures will save your municipality on annual street light costs. Please see below for an example of the savings associated with an LED streetlight versus a traditional Sodium Vapor streetlight. A full list of the rates are posted in the Service Classification No. 8 in our most recently approved tariff dated August 13th, 2015.

Sodium Vapor Lights	Annual kWh	Annual Rate	VS	Equivalent LED	Annual kWh	Annual Rate	Rate Savings	Energy Savings
70 Watt Sodium Vapor	344	$ 156.13		39 Watt LED	156	$ 140.18	**($15.95)**	**($14.97)**
150 Watt Sodium Vapor	720	$ 173.53		82 Watt LED	328	$ 158.03	**($15.50)**	**($31.21)**
250 Watt Sodium Vapor	1264	$ 210.39		93 Watt LED	372	$ 191.01	**(19.38)**	**($71.02)**

Effective immediately, Central Hudson is seeking your approval to change existing "Rate A" fixtures in need of repair or replacement with an equivalent LED fixture. The replacement will take place only during routine maintenance or when we respond to a report of a street light out. There will be no upfront or installation charge to your municipality. We will complete the replacement and update the billing based on the annual costs in the above table. If you agree please execute the attached form and return to us at your earliest convenience.

If you have any questions please contact us…

Newburgh District Director 610 Little Britain Road, New Windsor, NY 12553
Lisa Carver lcarver@cenhud.com 845-563-452911

Fishkill District Director 25 Central Hudson Way, Fishkill NY 12524
Victor Narkaj vnarkaj@cenhud.com 845-897-6152

Poughkeepsie District Director 284 South Avenue, Poughkeepsie, NY 12601
Jeff Doane jdoane@cenhud.com 845-486-5474

Kingston & Catskill District Director 2001 Rt. 9W, Kingston, NY 12449
Joe Hetsler jhetsler@cenhud.com 845-334-3513

Anita Carfora
Business Development Associate
610 Little Britain Road
New Windsor NY 12553
Phone (845) 563-4585

Fax (845) 563-4503
acarfora@cenhud.com

Agenda Item 18.

Governor's Traffic Safety Grant

Resolution Authorizing the City Manager to Apply for and Accept if Awarded a State of New York Governor's Traffic Safety Committee Police Traffic Services Program Grant in an Amount not to Exceed $46,000.00 with no City Match Required (Chief Dan Cameron)

Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgado la Beca del Gobernador del Estado de Nueva York del Programa de Servicios de Trafico Policiales del Comité de Servicios de Trafico en una Cantidad que no Exceda $46,000.00 sin necesidad que la Ciudad iguale los fondos. (Jefe Dan Cameron)

Council Request for Action

Background:
Maximum amount of award is $46,000.00. It allows officers to be hired on overtime to address speeding, seatbelt enforcement, distracted driver, passing stopped school buses etc. The grant is a reimbursement grant that will not cover fringe.

ATTACHMENTS:

Description	Upload Date	Type
Resolution to Apply for and Accept if Awarded a NYS Governor's Traffic Safety Committee Police Traffic Services Program Grant in an amount not to Exceed $46,000	4/15/2016	Resolution Letter
Supporting documentation	4/13/2016	Backup Material

RESOLUTION NO.: ____ - 2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE POLICE TRAFFIC SERVICES PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $46,000.00 WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee Police Traffic Services Program Grant in the amount of $46,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, the Governor's Traffic Safety Committee Police Traffic Services Program offers grant funding to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for speed enforcement, seatbelt enforcement, driving while texting and other dangerous driving related enforcement activities; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a State of New York Governor's Traffic Safety Committee Police Traffic Services Program Grant in an amount not to exceed $46,000.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Police Traffic Services (PTS)	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Cameron
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS Governor's Traffic Safety Committee	GRANT SUBMITTAL DATE: 05/01/16	AMOUNT OF AWARD: Maximum award $46,000.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No, however fridge is not covered.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: This is a reimbursement award	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: Traffic Enforcement (ex. RADAR enforcement, seatbelt enforcement, driving while texting) Key Stakeholders: City of Newburgh Police Department, Drivers Project Timeline: (ex. Dates) Application due 05/01/16,		

POLICE TRAFFIC SERVICES (PTS) OVERVIEW NARRATIVE

PROJECT OVERVIEW -- The Federal Fiscal Year 2017 Police Traffic Services grant program will provide funding to law enforcement agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. Participation in the national Click it or Ticket seat belt enforcement mobilization is required, as is having a current mandatory seat belt use policy in place for police officers of the department. This objective is consistent with New York State's ongoing commitment to reduce motor vehicle crashes and their resulting injuries and deaths. All law enforcement agencies are encouraged to apply for this funding to supplement their existing traffic law enforcement efforts to reduce dangerous driving behaviors.

Police agencies are directed to correlate crash causing traffic violations or driver behaviors with specific times and locations in their jurisdictions so their officers may participate in details directly related to identified problems. The PTS grant program will fund enforcement for violations including speed, dangerous driving, aggressive driving, distracted driving, seat belt and child restraint violations and a number of other enforcement issues identified that will allow each participating agency to tailor its proposal to impact on its jurisdiction's specific traffic problems. Impaired driving dedicated details are NOT funded though the PTS grant program.

PROJECT SCOPE AND ACTIVITIES -- Due to New York State's geographic size, diverse demographics and disparity in the size of law enforcement agencies, a "one size fits all" approach may not be the most effective mechanism to impact the variety of issues confronting our traffic safety community. The PTS grant program promotes flexibility and encourages all participating agencies to design a project that targets their specific concerns and subsequently meets their traffic safety objectives. Program components should be carefully selected to address a defined local traffic safety problem. Applicant agencies must use traffic and crash data to define their problems and to plan their details. These could include year-long local initiatives, local inter-agency details, as well as specific enforcement details identified by the GTSC. Assistance on writing SMART objectives can be found at www.cdc.gov/healthyyouth/evaluation/pdf/brief3b.pdf. Assistance on enforcement strategies can be found in the NHTSA publication "Countermeasures That Work" (www.nhtsa.gov).

In addition to the enforcement activity identified in their project proposal, all agencies must participate in the 2017 Click It or Ticket seatbelt enforcement mobilization. No other enforcement activities will be funded during the two-week mobilization period ---- May 22 - June 4, 2017.

All agencies that are funded though the PTS program are also expected to enforce seat belt and child restraint laws throughout the grant cycle.

Agencies must have a department seatbelt policy that requires mandatory seatbelt use by their officers (barring exigent circumstances) to qualify for this grant. Copies of a sample policy are available from the New York State Association of Chiefs of Police and the New York State Sheriff's Association. If your agency is a new applicant or was denied funding in FY2016, the mandatory seat belt use policy must be uploaded as part of this application in the attachments section.

Applications must be endorsed by the applicant's County Traffic Safety Board. The GTSC will not consider applications that have not been properly endorsed.

New in 2017: Block grants are no longer allowed. Each agency is responsible for applying for and managing its grant funding to conduct traffic enforcement.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- speeding violation
- aggressive driving violations
- seat belt and child restraint violations and mandatory Click It or Ticket mobilization participation
- distracted driving violations
- No Empty Chair enforcement initiatives
- pedestrian safety violations
- motorcycle safety violations
- passing stopped school buses violations and Operation Safe Stop participation
- participation in other special enforcement campaigns identified by the GTSC.
- routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions. Grant funds cannot be used for weight details, commercial vehicle inspection operations or any other activity relating solely to commercial vehicles or for impaired driving details.).

Agencies will develop their project's target enforcement areas in the application's PTS Project Proposal.

GENERAL GUIDELINES AND REQUIREMENTS -- Grant funding must be primarily used to support dedicated overtime police patrols targeting identified traffic violations that increase the frequency and severity of crashes in the jurisdiction. Applicants may request up to the maximum grant amount of $46,000. There is no minimum request amount. Funding for this program coincides with the federal fiscal year, October 1 - September 30. Grant projects are funded for one year periods, based on the availability of federal funding and the performance of the grantee. A new application must be submitted

each year.

ALLOWABLE COSTS - This project is designed to reimburse participating agencies for personal services costs for dedicated traffic law enforcement activities and limited and justified project related equipment and travel to in-state GTSC related events. All budget requests must be properly documented and fully justified. The GTSC reserves the right to limit a maximum allowance for some equipment purchases. When preparing a budget, it is important to remember that federal guidelines permit the funding of some costs and specifically prohibits the funding of others. Please refer to the Highway Safety Program Guide for a list of allowable costs. If you have any questions on allowable and unallowable costs, consult the GTSC while preparing your application budget, and definitely before incurring the cost. Any equipment purchased under a GTSC grant must be obtained before July 31 so that it may be used during the project period.

REPORTING - Agencies are required to report all grant related activity. The semi-annual report is due on April 15, reporting for the first six months of the project. The enforcement mobilization report is due on June 18, 2017—two weeks after conclusion of the Click it or Ticket mobilization. The final report is due by October 15 reporting activity that occurred from April 1 to September 30. Information requested in these reports includes the number of funded hours expended, traffic law enforcement activity, UTTs, crash data for the period in question and a brief narrative explaining the project's progress and/or problems. This reporting is required regardless of the actual date of the contract or the type of activity undertaken during the period. **If an agency did not use grant funds during the reporting period, a report is still required. GTSC may request that agencies participate in additional enforcement activities or statewide mobilizations and will provide a format to report.**

REQUESTING REIMBURSEMENT - Payment requests are due quarterly. Further, all payment requests for reimbursement of project costs incurred must be submitted by October 31. The GTSC cannot reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. NHTSA will not reimburse late claims. Equipment required to conduct the project activities as described in the approved grant budget must be ordered and received by July 31. For personal services reimbursement, we recommend the form, "Itemized Listing of Enforcement Hours" (PS-1), be submitted with the claim. Agencies must request reimbursement for actual individual officer pay rates. Detailed instructions for submitting payment requests may be found at: http://www.safeny.ny.gov/HS-Forms/ClaimforPayment-InstructionGuide.pdf

☐ I agree to the terms and conditions stated above.*

APPLICATION DEADLINE - Applications must be submitted to GTSC online through the GTSC's eGrants system. **New in 2017:** Applications are due by May 1. Any applications submitted after the due date will not be considered for grant funding.

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Police Traffic Services (PTS) Overview Narrative			
	Applicant And Project Information			

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Agenda Item 19.

FY 2015 Justice Assistance Grant

Resolution Authorizing the City Manager to Apply for and Accept if Awarded a New York Stated Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Program Grant to Provide for Computers and Equipment for the Truck One Mobile Substation and Communications Center for the City of Newburgh Police Department in an Amount not to Exceed $17,500.00 with no City Match Required (Chief Dan Cameron)

Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgado una Beca del Estado de Nueva York del Programa de la Sección de Servicios de Justicia Criminal de Asistencia a la Justicia en Conmemoración a Edward Byrne para proveer Computadoras y Equipos para el Camión de Sub-estación "One Mobile" y Centro de Comunicaciones para el Departamento de Policía de la Ciudad de Newburgh en una Cantidad que no Exceda $17,500.00 sin necesidad que la Ciudad iguale los fondos. (Jefe Dan Cameron)

Council Request for Action

Background:
The scheduling software will be utilized to modernize the current scheduling system. Truck 1 equipment would allow the vehicle to be utilized as a mobile station and a backup dispatching center for both fire and police.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Authorizing the City Manager to Apply for and Accept if Awarded a NYS Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Program Grant in an Amount not to Exceed $17,500 with no City Match	4/15/2016	Resolution Letter
JAG BJ15637256	4/13/2016	Backup Material

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM GRANT TO PROVIDE FOR COMPUTERS AND EQUIPMENT FOR THE TRUCK ONE MOBILE SUBSTATION AND COMMUNICATIONS CENTER FOR THE CITY OF NEWBURGH POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $17,500.00 WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh wishes to apply for a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Program grant in the amount of $17,500.00 with no City match required; and

WHEREAS, such grant funding will provide computers and equipment for the Truck 1 mobile substation and communications center for use in the event of a total power loss, to erect a protective awning over Truck 1 to facilitate rapid deployment and to purchase scheduling software to assist in managing shift schedules for officers; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Division of Criminal Justice Services, Edward Byrne Memorial Justice Assistance Program Grant, to provide for computers and equipment for the Truck One Mobile Substation and Communications Center for the City of Newburgh Police Department with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Truck 1	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Daniel Cameron Chief of Police
NAME OF GRANT/NAME OF AWARDING AGENCY: FY 2015 Justice Assistance Grant LG15-1304-D00/BJ15-1033-D00	GRANT SUBMITTAL DATE: April 7, 2016	AMOUNT OF AWARD: $17,500.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: $0.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Outfit Truck 1 with computers and equipment so it may be utilized as a mobile substation and communications center in the event of a total loss of power / erect a protective awning over vehicle to facilitate rapid deployment / purchase scheduling software to assist in managing shift schedules and overtime and time off for Officers. Scope of Project: Key Stakeholders: City of Newburgh Police Project Timeline: (ex. Dates)		

CITY OF NEWBURGH POLICE DEPARTMENT

PUBLIC SAFETY BUILDING
55 BROADWAY
NEWBURGH, NY 12550-5698
TEL: (845) 561-3131 FAX: (845) 561-9052 OR (845) 565-5662

FY 2015 Justice Assistance Grant
City of Newburgh Police Department
GMS project ID number: BJ15-1033-D00
DCJS number: BJ15637256
Award amount: $17,500

Program Description
Prepared by: Chief of Police Daniel Cameron
Date prepared: January 15, 2016

The City of Newburgh Police Department requests funding for equipment to be utilized within our recently acquired Mobile Police Station. Currently, the vehicle does not contain any equipment that can be utilized by officers on the road to process arrests, complete reports and dispatch.

1. Computer work stations (2)
2. Printer
3. Computer Aided dispatch license and installation
4. Phone system
5. Connectivity

Budget for items 1-5 = $11,000

6. Steel awning structure to park the vehicle beneath.

Budget for item 6 = $4,000

The City of Newburgh Police Department requests funding for scheduling software. The police department currently utilizes a paper system of scheduling. A modern computer program for scheduling all personnel is needed.

7. Schedule Anywhere 1-year agreement

Budget for item 7 = $2,346.00

Total request = $17,346

Agenda Item 20.

Technology Innovation for Public Safety BJA Grant

Resolution Authorizing the City Manager to Apply for and Accept if Awarded a United States Department of Justice Bureau of Justice Assistance Technology Innovation for Public Safety Program Grant in the Amount of $432,600.00 with no City Match Required (Chief Dan Cameron)

Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgado una Beca por el Departamento de Justicia de los Estados Unidos de la Oficina de Asistencia de Justicia de Innovación Tecnológica para la Seguridad Publica en la Cantidad de $432,600.00 sin necesidad que la Ciudad iguale los fondos. (Jefe Dan Cameron)

Council Request for Action

Background:
Utilize Shotspotter technology to identify locations of gunfire as they occur to enhance rapid response by police, aid in investigative efforts, and utilize full data to establish hot spots or targeted enforcement and foot patrols. The grant is meant for addressing precipitous increases in crime.

ATTACHMENTS:

Description	Upload Date	Type
Resolution to Apply for and Accept if Awarded a US Department of Justice Bureau of Justice Assistance Technology Innovation for Public Safety Program Grant not to Exceed $32,600 with no City match	4/15/2016	Resolution Letter
TIPS grant	4/13/2016	Backup Material

RESOLUTION NO.: ____ - 2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE POLICE TRAFFIC SERVICES PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $46,000.00 WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee Police Traffic Services Program Grant in the amount of $46,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, the Governor's Traffic Safety Committee Police Traffic Services Program offers grant funding to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for speed enforcement, seatbelt enforcement, driving while texting and other dangerous driving related enforcement activities; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a State of New York Governor's Traffic Safety Committee Police Traffic Services Program Grant in an amount not to exceed $46,000.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Shotspotter	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Daniel Cameron Chief of Police
NAME OF GRANT/NAME OF AWARDING AGENCY: Technology Innovation for Public Safety (TIPS) Dept. of Justice Bureau of Justice Assistance	GRANT SUBMITTAL DATE: April 20, 2016	AMOUNT OF AWARD: $432,600.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: $0.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Utilize shotspotter technology to identify locations of gunfire to enhance rapid response by Police, aid in investigative efforts and utilize data to establish hotspots for targeted enforcement and foot patrols. Scope of Project: Key Stakeholders: City of Newburgh Police Project Timeline: (ex. Dates) October 1, 2016 – April 1, 2018 (18 months)		
SECTION B. FOR REVIEW BY CITY COMPTROLLER		

OMB No. 1121-0329
Approval Expires 07/31/2016

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

The *U.S. Department of Justice* (DOJ), *Office of Justice Programs* (OJP), *Bureau of Justice Assistance* (BJA) is seeking applications for the implementation of innovative and replicable projects that combat precipitous increases in crime. This program furthers the Department's mission by assisting state, local, and tribal jurisdictions in reducing crime and improving the functioning of the criminal justice system through more effective information sharing, multi-agency collaboration, and implementation of data-driven, evidence-based strategies.

Technology Innovation for Public Safety (TIPS): Addressing Precipitous Increases in Crime FY 2016 Competitive Grant Announcement

Applications Due: April 20, 2016

Eligibility

There are two categories under this solicitation: (1) innovative technology implementation to address precipitous increases in crime and (2) training and technical assistance to assist grantees in project implementation and collection of data to assist BJA in identifying promising practices. Eligible applicants, for Category 1, are limited to public agencies of state governments, units of local government, and federally recognized Indian tribal governments that perform law enforcement functions (as determined by the Secretary of the Interior) (or government agencies acting as fiscal agents for one of the previously listed eligible applicants); and, for Category 2, national and regional public and private entities, including for-profit (commercial) and nonprofit organizations (including tribal nonprofit or for-profit organizations), faith-based and community organizations, and institutions of higher education (including tribal institutions of higher education) that support initiatives to improve the functioning of the criminal justice system. For-profit organizations must agree to forgo any profit or management fee.

To be to be eligible for funding in category 1, applicants must propose solutions that will be deployed to jurisdictions that are currently experiencing precipitous or extraordinary increases in crime, in accordance with 42 U.S.C. § 3756(b)(1) to assist them in addressing these increases.

BJA welcomes applications that involve two or more entities that will carry out the funded federal award activities; however, one eligible entity must be the applicant and the other(s) must be proposed as subrecipient(s). The applicant must be the entity with primary responsibility for administering the funding and managing the entire project. Only one application per lead applicant will be considered; however, a subrecipient may be part of multiple proposals. If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at $150,000, the application

should address the considerations outlined in the Financial Guide. The approval of the application or award does not automatically approve the sole sources over the threshold.

BJA may elect to make awards for applications submitted under this solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

Deadline

Applicants must register with Grants.gov prior to submitting an application. All applications are due to be submitted and in receipt of a successful validation message in Grants.gov by 11:59 p.m. eastern time on April 20, 2016.

All applicants are encouraged to read this Important Notice: Applying for Grants in Grants.gov.

For additional information, see How to Apply in Section D: Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or 606-545-5035, or via email to support@grants.gov. The Grants.gov Support Hotline hours of operation are 24 hours a day, 7 days a week, except federal holidays.

Applicants that experience unforeseen Grants.gov technical issues beyond their control that prevent them from submitting their application by the deadline must email the BJA contact identified below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under "Experiencing Unforeseen Grants.gov Technical Issues" in the How to Apply section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Grants.gov number assigned to this announcement: BJA-2016-8994

Release date: March 3, 2016

Cameron, Daniel

From: Jack Pontious <jpontious@shotspotter.com>
Sent: Friday, April 08, 2016 4:36 PM
To: Cameron, Daniel
Cc: Wood, Michael (DCJS); Wood, Amanda
Subject: ShotSpotter - Precision Policing and Positive Outcomes

Importance: High

Greetings Chief Cameron,

I am looking forward to meeting you, and working with Amanda Wood and Deputy Commissioner Wood, to help identify funding resources for a ShotSpotter program in Newburgh.

I'm also writing you today to highlight the different methods cities are using to prevent and reduce gun violence in their most disadvantaged communities and offer you a truly transformative technological tool.

The police departments In Denver, Sacramento, New Haven, New York City, Miami, Omaha, Hartford, Boston, Wilmington, Camden, Washington DC, Kansas City, San Antonio, Minneapolis and many others have chosen to deploy ShotSpotter Flex gunfire detection/location service to help guide their response, investigative efforts and, importantly, their community engagement efforts.

As you may be aware, agencies are increasingly using NIBIN ballistic imaging technology to link disparate gun-crime scenes where expended shell casings have been recovered. This process works only when responding officers locate and collect the physical evidence, i.e. shell casings which can be problematic in many instances: adverse weather, darkness, difficult geography, multiple, related locations, etc.

ShotSpotter Flex greatly mitigates or eliminates these problems by providing responding officers with the precise location(s) where offenders are firing their weapons and leaving ballistic evidence. Lacking the very specific latitude/longitude of a gunman (that Flex provides) hampers comprehensive, efficient response and evidence recovery. Additionally, since its well documented that citizens only call 9-1-1 about 20% of the time, the opportunity to catch a shooter in the act or locate evidence is immensely reduced unless ShotSpotter Flex is part of the police tool kit.

Police agencies using ShotSpotter Flex have the advantage of being able to contact citizens directly affected by gunfire: since Flex puts "cops on dots" exactly where gunfire occurs, agencies have the opportunity to contact neighborhood residents, offer assistance, solicit information and generally demonstrate that they actually understand and care about the difficulty experienced by these citizens dealing with gun violence. This process can and does give the police departments the chance to establish or reestablish credibility with struggling communities who may require significant reassurance.

The use of NIBIN technology to link shooting events has proven to be exceptionally useful in cities across the country. Paired with ShotSpotter Flex's precision, serial shooters may be apprehended far earlier in the cycle of violence which translates to fewer victims, and much better outcomes for communities.

It is gratifying to see ShotSpotter called out regularly in the press as a powerful tool but you can be sure that it is in no small part due to the success of innovative, technology led, neighborhood policing initiatives. That is always how technology really succeeds, good people using it effectively.

These are just a few recent examples of the kind of positive feedback loop we see at ShotSpotter, where improvements in reducing gunfire can be measured and verified, and publicized, leading to even more improvements.

http://www.huffingtonpost.com/entry/nypd-low-crime-first-quarter-2016_us_5702b0dae4b0a06d580653e3

http://www.courant.com/community/hartford/hc-hartford-shotspotter-expansion-20160328-story.html

http://www.nhregister.com/general-news/20160320/detected-new-haven-gunfire-down-38-percent-in-2015-report-says

http://www.pressofatlanticcity.com/eedition/news/gunshots-decline-in-a-c/article_739865ca-b6ca-53cb-ad9f-dc70b4381ff2.html

Please let me know if you would like me to send along some documents to look over that specifically address best practices, what to expect and what your results are likely to be. I can also send the names and contact information from a few agencies for you to reach out to so you may get unvarnished information about what's working and what isn't from current implementers.

These objective opinions from others should bolster your confidence in the ShotSpotter Flex service and clarify the logic behind the possible changes to some of your current processes, that would successfully combine the ShotSpotter experience with comprehensive response, evidence collection, NIBIN submission and tracing recovered firearms. Our customers overwhelmingly tell us that the amount of evidence they collect has jumped dramatically when they added ShotSpotter Flex to the equation.

Please let me know if we can meet to discuss these ideas in depth as well...

Sincerely and Respectfully,

Jack

SST™

Jack Pontious
Director, Northeast Region
Washington, DC

tel: 510.794.3112
mobile: 202.258.0141
fax: 650.887.2106
jack@shotspotter.com
Read our latest BLOG.
www.ShotSpotter.com

Agenda Item 21.

JAG 2015-DJ-BX-0991

Resolution Authorizing the City Manager to enter into an Inter-Local Agreement between the County of Orange and the City of Newburgh in connection with the 2015 Byrne Memorial Justice Assistance Grant Program (Chief Dan Cameron)

Una Resolución Autorizando al Gerente de la Ciudad a entrar en un Acuerdo Inter-Local entre el Condado de Orange y la Ciudad de Newburgh en conexión a la Conmemoración Byrne del Programa de Becas 2015 de Asistencia a la Justicia. (Jefe Dan Cameron)

Council Request for Action

Background:
The funding would be utilized towards the comprehensive street camera program.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Authorizing the City Manager to enter into an Inter-Local Agreement with Orange County for the 2015 Edward Byrne Memorial Justice Assistance Grant	4/15/2016	Resolution Letter
2015-DJ-BX-0991	4/13/2016	Backup Material

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTER-LOCAL AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN CONNECTION WITH THE 2015 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the Justice Assistance Grant ("JAG") Program provides funds for various law enforcement agencies throughout the State of New York; and

WHEREAS, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2015 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

WHEREAS, the County has agreed to set aside $19,610.00 from the 2015 Local JAG Award – 2015-DJ-BX-0991 for the City of Newburgh with no City match required to be used toward the cost of upgrading the City of Newburgh street camera surveillance equipment;

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 inter-local agreement between the County of Orange and the City of Newburgh in connection with the 2015 Byrne Memorial JAG Program Award to receive funds through the County of Orange under the terms of said program (the "Grant") and under the terms and conditions of the agreement, a copy of which is attached hereto, for various important law enforcement functions for the City of Newburgh and other local law enforcement agencies.

CITY OF NEWBURGH POLICE DEPARTMENT
PUBLIC SAFETY BUILDING
55 BROADWAY
NEWBURGH, NY 12550-5698
TEL: (845) 561-3131 FAX: (845) 561-9052 OR (845) 565-5662

FY 2015 Edward Byrne Memorial Justice Assistance Grant – 2015-DJ-BX-0991
City of Newburgh Police Department

Program Description
2015 JAG Funding request

The City of Newburgh Police Department would like to request that the funding be utilized towards the upgrading of the City of Newburgh street camera surveillance equipment.

The City of Newburgh is currently working with a vendor in order to install new, and upgrade existing street cameras, to be utilized by the police department in order to monitor crime and assist with investigations.

Additional funding is required to complete this task and the City of Newburgh hereby requests that the 2015-DJ-BX-0991 available funding be allocated for this purpose.

BUDGET:

$19,610

Daniel C. Cameron
Chief of Police
April 13, 2015

Agenda Item 22.

Summer Youth Employment

Resolution Authorizing the City Manager to enter into an Agreement with the County of Orange for the Summer Youth Employment and Training Program to Provide Young People to Work for the City of Newburgh for the Summer of 2016. (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a entrar en un Acuerdo con el Programa de Empleo y Entrenamiento de Verano Para La Juventud del Condado de Orange para proveer empleo en la Ciudad de Newburgh a los jóvenes por el verano del 2016. (Deirdre Glenn)

Council Request for Action

Additional Information:
To authorize the execution of an agreement between the City of Newburgh and the County of Orange to utilize Summer Youth Employment Program youth in the operation of the Orange County Employment and training Summer Youth Program. The worksites for this agreement will be one for the Department of Planning and Development and 10 youth for the Recreation Department.

ATTACHMENTS:

Description	Upload Date	Type
Resolution Authorizing the City Manager to Sign and Agreement with Orange County for the 2016 Summer Youth Employment Program	4/15/2016	Resolution Letter
Agreement for OC Summer Youth Employment Program	4/14/2016	Exhibit

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH FOR THE SUMMER OF 2016

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh has successfully applied for and has been awarded positions for 11 youth participants; and

WHEREAS, the City of Newburgh Recreation Department and other City Departments have expressed an interest in using this program to provide summer jobs for young people and service to the City of Newburgh; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City for the Summer of 2016.

SUMMER YOUTH EMPLOYMENT PROGRAM
WORKSITE AGREEMENT

Worksite#_____

Worksite Name: City of Newburgh

Allotted Slots 11

This Summer Youth Employment Program Worksite Agreement ("**Agreement**") is entered into as of this 5 day of July, 2016, by and between the County of Orange ("**County**"), a municipal corporation, by and through its Employment & Training Administration ("**ETA**"), with its principal offices located at 18 Seward Avenue, Middletown New York ") and

City of Newburgh located at

83 Broadway, Newburgh, NY 12550 ("**Worksite**").

The Worksite shall implement the Summer Youth Employment Program ("**SYEP**") in accordance with the provision of this Agreement commencing July 5, 2016 and ending close of business on August 5, 2016 unless extended, in writing, by the mutual agreement of the parties hereto ("**Term**").

This Agreement includes the following incorporated attachments:

Schedule A – Worksite Supervisor(s)
Schedule B – SYEP Participant Job Duties
Schedule C – Secretary of the US Department of Labor SCANS Criteria.

In addition, ETA shall deliver to Worksite a copy of the New York State Department of Labor Child Labor Laws, which are incorporated into this Agreement by reference.

Worksite has requested, and the County will place, SYEP youth participants ("**SYEP Participants**") for meaningful work experience employment with the Worksite.

The terms and conditions of the SYEP Participant placements are as follows:

I. COUNTY RESPONSIBILITIES

County, by and through its ETA, shall:

A. Monitor and evaluate SYEP Participants assigned to Worksite.

B. Monitor Worksite to determine its compliance with the terms and conditions of this Agreement, and recommend any corrective action necessary to continue this Agreement.

C. Pay the wages of SYEP Participants assigned to Worksite and maintain all earnings, social security, and tax records related thereto.

D. Procure and maintain Worker's Compensation coverage for SYEP Participants.

E. Have no liability under this Agreement to Worksite, any SYEP Participant, or anyone else beyond the funds appropriated and available for this Agreement. This Agreement is made subject to and limited by the County's receipt of federal funds sufficient to sustain a county-wide program SYEP. County does not assume any financial responsibility to sustain a SYEP Participant in the event federal funds are not available.

II. WORKSITE RESPONSIBILITIES

Worksite shall:

A. Specify any and all supervisors who may have signatory authority for SYEP Participant's timesheets in Schedule A.

B. Provide 11 jobs for SYEP Participants during the Term, which jobs shall be in accordance with the statement of duties specified in Schedule B.

C. Neither ask for, nor accept any monetary consideration for providing the services described herein.

D. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other applicable New York State and federal statutory, regulatory and constitutional non-discrimination provisions, including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), all as may be as amended, Worksite will not discriminate against any SYEP Participant because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

E. Ensure that the work experience of SYEP Participants is in accordance with the program objectives of the SYEP, which, among other things, is to provide youth with a real work experience that will enhance their skills, as outlined in Schedule C, and foster the development of good work habits.

F. Ensure a safe and healthy work environment for SYEP Participants.

G. Take all necessary measures to provide skill training wherever possible and, to the maximum extent practicable, contribute to the occupational development, upward mobility, and employability of the SYEP Participants. Worksite acknowledges that most SYEP Participants are unskilled.

H. Provide sufficient work to occupy the SYEP Participants during work hours and sufficient equipment and/or materials to enable SYEP Participants to carry out the work assignments.

I. Provide full-time adult supervision of assigned SYEP Participants ensuring that there is at least one adult supervisor for every twelve (12) SYEP Participants.

J. Maintain adequate attendance records in accordance with "Participant Time and Attendance Procedures" as established by ETA. Timesheets must be signed by both the Worksite supervisor and the SYEP Participant.

K. Send all supervisors of SYEP Participants to participate in a brief Supervisor's Orientation at a time and location scheduled by ETA.

L. Provide ETA staff with a written schedule of work hours for each SYEP Participant, which schedule(s) are hereby incorporated into this Agreement by reference.

M. Notify ETA immediately of any injury and/or accident involving a participant and, for other than injuries and/or accidents, report to ETA any incidents or problems encountered by SYEP Participants and advise ETA of SYEP Participant who could benefit from special counseling as soon as practicable, given the severity of the incident or problem.

N. Comply with all applicable New York State and Federal child labor laws, rules and regulations, including, but not limited to, the Workforce Investment Act of 1998 and regulations promulgated thereunder ("**WIOA**"), all as may be amended.

O. Grant authorized ETA staff, representatives of the Local Workforce Investment Board, and representatives of any State or Federal agencies administering funds under WIOA, at all reasonable times, access to and the right to visit, unannounced, Worksite locations to monitor the service provided by Worksite under this Agreement.

P. Comply with Federal and New York State laws, rules and regulations prohibiting sectarian, partisan or religious services, counseling, proselytizing instruction, or influence to SYEP Participants. WIOA funds shall not be used for the promotion of any religious activity or utilized for any religious purposes. The County retains the exclusive right and authority to determine whether or not the Worksite is, and remains, in compliance with this provision.

Q. By its signature below, Worksite hereby acknowledges that if it is negligent in carrying out the terms and conditions of this Agreement, it may not be used in the SYEP at a future date, and/or will be held financially responsible for costs deemed illegal by auditors or monitors. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded County, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

III. GENERAL PROVISIONS

A. Termination. The County may, by written notice to Worksite effective immediately, terminate this Agreement in whole, or in part, or remove any SYEP Participant from any Worksite location, at any time (1) for the County's convenience; (2) upon the failure of Worksite to comply with the terms or conditions of this Agreement or any federal, state or local law, rule or regulation, including WIOA; (3) in the event the federal funds supporting the SYEP are discontinued; or (4) upon bankruptcy, insolvency or closure of Worksite.

B. Independent Contractor. In performing the services under this Agreement Worksite shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. In accordance with such status as an independent contractor, Worksite covenants and agrees that neither it nor its employees or agent will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

C. Subcontracting/Assignment. Worksite shall not assign any of its rights, interest, or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement. Worksite shall not reassign SYEP Participants to another Worksite location without the written permission of ETA.

D. Pay-to_Play. Pursuant to Section 10 of the County's "**Pay-to-Play Local Law**", (Local Law No. 13 of 2013, as amended) the regulatory and penalty provisions of the Pay-to-Play Local Law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.

E. Indemnification.

1. To the fullest extent permitted by law, Worksite shall defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the services performed and/or goods provided pursuant to this Agreement by Worksite or its officers, directors, members, partners, employees, SYEP Participants, contractors, agents, assignees or other representatives.

2. Without limiting the foregoing, to the fullest extent permitted by law, Worksite specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Worksite's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of, directly or indirectly, the services performed and/or goods provided by Worksite its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives pursuant to this Agreement.

3. In the event that any claim is made or any action is brought against County arising out of, in connection with or otherwise relating to this Agreement either within or without the scope of Worksite's duties, obligations or applicable industry standards, or those of any of Worksite's respective officers, directors, partners, members, employees, contractors, agents, or other representative's; then County shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, costs, losses, damages or causes of action. This remedy, if effected, shall not constitute the sole or exclusive remedy afforded County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

F. General Release. The acceptance by Worksite or its assignees of the final payment under this Agreement (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Worksite arising out of the performance of this Agreement.

G. Set-Off Rights.

1. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Worksite:

   a. under this Agreement;

   b. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or

   c. from County by operation of law.

2. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

3. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded the County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

H. Disputes. Except as otherwise provided by this Agreement, any dispute concerning this Agreement, which is not disposed of by the mutual consent of the parties hereto, shall be decided by the ETA or by its duly authorized representative for final resolution. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the County Executive, or his or her designee, but must instead only be heard in the Supreme Court of the State of

New York, with venue in Orange County or, if appropriate, in the federal District Court with venue in the Southern District of New York, White Plains division.

I. Modification. County reserves the right to update or change the provisions of this Agreement as conditions require, including, but not limited to for compliance with New York State or Federal laws or regulations. All modifications to this Agreement shall be in writing and executed by both parties. If Worksite does not agree to a modification necessary for compliance with New York State or Federal laws or regulations, this Agreement shall be deemed terminated, as of the date compliance with the subject law or regulation is required.

J. Governing Law. This Agreement shall be governed by the laws of the State of New York, without giving effect to choice of law provisions. Worksite shall render all services under this Agreement in accordance with applicable provisions of all Federal, New York State and Local laws, rules and regulations as are in effect at the time services are rendered.

K. Business Authorization and Registration; Service of Process. Worksite shall be properly authorized and registered to do business as required by the laws of the state of New York applicable to Worksite's business entity type. Regardless of the propriety or legality of Worksite's business authorization and registration status, as a condition of contract, Worksite shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Worksite consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Worksite's actual receipt of process, or upon County's receipt of the return by the United States Postal Service as refused or undeliverable. Worksite shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by County to the last known address shall be sufficient.

L. Notice.

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

   a. via certified or registered United States mail, return receipt requested;

   b. by personal delivery;

   c. by overnight delivery service with a nationally recognized carrier (e.g. FedEx, UPS); or

2. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution. Notices shall be addressed as follows or to such different addresses as the parties may from time to time designate in accordance with subdivision 4 below:

County
Name: Orange County Employment & Training Administration
Title: Stephen Knob, Director
Address: 18 Seward Avenue, Middletown, NY 10940
Phone Number: (845) 346-3630

Worksite
Name: City of Newburgh
Title: Deirdre Glenn, Director of Planning & Development
Address: 83 Broadway, Newburgh, NY 12550
Phone Number: (845) 569-9400

3. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein.

4. The parties may, from time to time, specify any new or different contact person or address in the United States as their address for purpose of receiving notice by notifying County, in writing, via registered or certified mail, return receipt requested, of each change.

M. Binding Effect.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

N. Severability.

If any part, term or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the reminder of this Agreement shall be interpreted so as to carry out the intent of the parties in an equitable manner.

Q. Compliance.

1. Worksite and its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives shall at all times comply with all applicable New York state and federal laws and regulations in the performance of this Agreement.

2. Worksite understands that it may be necessary for County to submit to governmental agencies or to a court of law part of or all of the data, analyses and/or conclusions developed in the performance of the Scope of Work as well as certification, payment applications or other documentation certified and/or signed by Worksite or its officers,

directors, partners, members, employees, contractors, agents, assignees or other representatives. Worksite is aware that there are significant state and/or federal civil and criminal penalties for submitting false information, including the possibility of fines and imprisonment. Worksite is responsible for such penalties resulting from false information submitted by Worksite or its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the submission of any false information by Worksite or its subcontractors.

R. Waiver.

No covenant, condition or undertaking contained in this Agreement may be waived except by the written agreement of the parties. Forbearance or indulgence in any form by either party in regard to any covenant, condition or undertaking to be kept or performed by the other party shall not constitute a waiver thereof and, until complete satisfaction or performance of all such covenants, conditions and undertakings, the other party may be entitled to invoke any remedy available under this Agreement, despite any such forbearance or indulgence.

S. Entire Agreement.

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements and understandings, written or oral.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date(s) below written:

WORKSITE

Signature of Authorized Official	Print Name
Title	Date

COUNTY OF ORANGE

Steven M. Neuhaus County Executive	Date

SCHEDULE A – WORKSITE SUPERVISOR(S)

If any representative of the Worksite, other than the signatory of this Agreement will be signing youth timesheets for the Worksite, please have each supervisor sign below and specify their Worksite:

1. _____ _____ _____
Supervisor Signature Print Name Date

_____
Worksite Location

2. _____ _____ _____
Supervisor Signature Print Name Date

_____
Worksite Location

3. _____ _____ _____
Supervisor Signature Print Name Date

_____
Worksite Location

4. _____ _____ _____
Supervisor Signature Print Name Date

_____
Worksite Location

5. _____ _____ _____
Supervisor Signature Print Name Date

_____
Worksite Location

SCHEDULE B - SYEP Participant Job Duties

Office Clerk:
Basic Office Practice: computer skills, filing, typing, answer phones, etc.

Junior Camp Counselor:
The Junior Camp Counselor will assist the Camp Director and Assist Director in providing a fun, supportive and warm atmosphere where campers can improve their individual potential, gain and understanding of others, experience new ideas and develop an appreciation for the environment. The Junior Camp Counselor must be a good role model for campers, develop relationships with each assigned camper, promote positive group interactions, follow established procedures for maintaining campers health and safety, work together with staff to plan and schedule weekly activities, and complete other related duties as directed by the Camp Director or Assistant or Camp Director.

SCHEDULE C – Secretary of the US Department of Labor SCANS Criteria

THE SECRETARY'S COMMISSION ON ACHIEVING NECESSARY SKILL (SCANS)

What skills will prepare our youth to participate in the modern workplace? What skill levels do entry-levels jobs require? In 1990, the Secretary of the Department of Labor, establishment the Secretary's Commission on Achieving Necessary Skill (SCANS)

WHAT ARE WORKPLACE SKILLS?

To find meaningful work, youth need to master certain workplace skill, SCANS calls these essential "foundation skill" and "competencies".

Workers use foundation skills-academic and behavioral characteristics-to build competencies on.

Foundation skills fall into three domains:

- **Basic Skill**-reading, writing, speaking, listing, and knowing arithmetic and mathematical concept;
- **Thinking Skills**-reasoning, making decisions, thinking creatively, solving problems, seeing things in the mind's eye and knowing how to learn: and
- **Personal Qualities**-responsibility, self-esteem, sociability, self-management, integrity and honesty.

Competencies, however, more closely relate to what people actually do at work. The competencies the SCANS has identified fall into five domains:

- **Resources** - identifying, organizing, planning, and allocating time, money, materials, and workers
- **Interpersonal Skills** - negotiating, exercising leadership, working with diversity, teaching others new skills, serving clients and customers, and participating as a team member.
- **Information Skill** - using computer to process information and acquiring and evaluating, organizing, and maintaining, and interpreting and communicating information
- **Systems Skill** - understanding systems, monitoring and correcting system performance, and improving and designing systems; and
- **Technology Utilization Skills** - selecting technology, applying technology to a task, and maintaining and troubleshooting technology

Agenda Item 23.

Great Urban Parks Campaign Grant Application

Resolution Authorizing the City Manager to Apply for and Accept if Awarded a National Recreation and Parks Association Great Urban Parks Campaign Program Grant in an Amount not to Exceed $400,000.00 for the Construction of the South Street Waterfront Park. (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgado la Beca del Programa de Campaña Gran Parques Urbanos de la Asociación Nacional de Parques y Recreación en una Cantidad que no Exceda $400,000.00 para la Construcción del Parque en la Costa frontera de la Calle South. (Deirdre Glenn)

Council Request for Action

Additional Information:
To apply for and accept if awarded:

up to $400,000 no match grant request to fund the construction of South Street Park through the National Recreation and Park Association's Great Urban Parks Campaign Grant

ATTACHMENTS:

Description	Upload Date	Type
Resolution to Apply for and Accept a National Recreation and Parks Association Great Urban Parks Grant for South Street Park	4/18/2016	Resolution Letter
Grant Application Package	4/18/2016	Backup Material

RESOLUTION NO.: _____ - 2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NATIONAL RECREATION AND PARKS ASSOCIATION GREAT URBAN PARKS CAMPAIGN PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $400,000.00 FOR THE CONSTRUCTION OF THE SOUTH STREET WATERFRONT PARK

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a National Recreation and Parks Association Great Urban Parks Campaign Program Grant in an amount not to exceed $400,000.00 with no City match required to be used for the construction phase of the South Street Waterfront Park; and

WHEREAS, the purpose of the Great Urban Parks Campaign Grant Program is to demonstrate the effectiveness of green infrastructure to positively affect environmental change in underserved low-income community and communities of color and increase community engagement, connection to nature and physical activity by community residents; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a National Recreation and Parks Association Great Urban Parks Campaign Program Grant in an amount not to exceed $400,000.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

ROUTING SLIP FOR CITY MANAGER SIGNATURE

Document Title: Great Urban Parks Campaign Grant
National Recreation + Parks Assoc.

Date Submitted: 4/15/16 Date required: 4/22/16

Originated by: Helen Reilly

Reviewed and Approved (Applicable Department Heads)

☑ Approved as to Form:
☐ Approved as to Substance:

_____ Date 4/18/16
John Aber, City Comptroller

☐ _____ Date _____
Police Chief Daniel Cameron

☑ Approved as to Form:
☐ Approved as to Substance:

_____ Date _____
Michelle Kelson, Corporation Counsel

☐ _____ Date _____
Acting Chief Ahlers, Fire Department

☐ _____ Date _____
Jason Morris, City Engineer

☐ _____ Date _____
George Garrison, DPW Superintendent

☐ _____ Date _____
Deirdre Glenn
Planning & Development

☐ _____ Date _____
Glenn Kurcon,
Information Systems Manager

☐ _____ Date _____
Derrick Stanton, Recreation Director

☐ _____ Date _____
Michelle Mills, Civil Service Administrator

☐ _____ Date _____
Ellen Fillo, Community Development Director

_____
Wayne Vradenburgh, Deputy Water Superintendent

☐ _____ Date_____ _____
Other Staff Title

AUTHORIZING RESOLUTION NO.(if applicable)_____ _____

Attached: ☐ Yes / ☐ No If no resolution, please CHECK "No" and explain

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER SIGNATURE: _____

DATE: 4/18/16

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Great Urban Parks Campaign Grant	NAME OF DEPARTMENT REQUESTING GRANT: Planning	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Alexandra Church/ Deirdre Glenn
NAME OF GRANT/NAME OF AWARDING AGENCY: National Recreation and Parks Association	GRANT SUBMITTAL DATE: April 29, 2016	AMOUNT OF AWARD: $400,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NONE	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: $0	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Construction South Street Park Scope of Project: **Construction phase of South Street Park** Key Stakeholders: Planning/ Engineering/ CAC Project Timeline: (ex. Dates): Construction documents/ esitmates are fully funded and underway now. Construction bid will be done when funding is secured. No timeline without funding. Construction should take 2-3 months		

City of Newburgh

GRANT APPLICATION FORM

CORPORATION COUNSEL **SIGNATURE:**_____ **DATE:**_____
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: _____

Great Urban Parks Campaign Grant Application

The purpose of this grant opportunity is to demonstrate the effectiveness of green infrastructure to positively affect environmental change in underserved low-income communities and communities of color, and thereby increase community engagement, connection to nature, and physical activity by community residents. The intention is to create replicable model projects that provide strategies and lessons learned for application by a wide range of communities.

This RFA will fund green infrastructure projects in parks that achieve each of the following key objectives:

1. Increased public access to recreational opportunities and access to nature via parks in underserved low-income communities and communities of color
2. Improved environmental quality and increased hazard mitigation by reducing flooding, improving the site's ability to hold and retain stormwater, improving water quality, improving wildlife habitat, and increasing biodiversity
3. A community engaged in improving environmental quality through green infrastructure solutions to stormwater management

It is anticipated that this RFA will fund grants between $350,000 and $575,000. The maximum grant amount that will be awarded to a single applicant is $575,000. Matching funds are not required. However, it is expected that this grant will supplement substantial secured funding necessary to complete the proposed project. The grant check will be distributed in full upon execution of a grant agreement. Limited technical advisory will be provided by the National Recreation and Park Association, the American Planning Association, and the Low Impact Development Center, Inc. Grantees will be required to plan and conduct ongoing evaluation to assess and demonstrate social and environmental outcomes. Applications are due by midnight (EDT) Friday, April 29, 2016. Applicants will be notified whether or not they were selected for a grant by June 30, 2016.

** NRPA defines underserved communities as neighborhoods comprising a majority of individuals of color and/or living in poverty or near poverty.*

APPLICATIONS DUE APRIL 29

Please enter your email address to review the grant requirements and questions. *

You can click SAVE AND CONTINUE LATER within the above header to save progress throughout the application. A downloadable PDF version of the application is available at www.nrpa.org/greeninfrastructure. The PDF is for review purposes only - all applications must be submitted through this online portal.

The following requirements and suggestions are provided to guide potential applicants.

Requirements:

- The principal applicant must be a park and recreation agency or affiliated 501(c)(3) nonprofit organization. If the applicant is not a park and recreation agency, the applicant is required to submit a letter of support for the project being proposed from the park and recreation agency director.
- The project must take place at a park site in a low-income underserved community.
- Significant progress towards the program outcomes must be demonstrated and reported by October 2017. All major construction must be completed by this date.

Successful applicants will:

- Demonstrate supportive high level community-wide leadership, particularly from the mayor or similarly placed official(s), for the project. Letters of support from elected officials, partnering agencies and community organizations are encouraged.
- Exemplify collaboration between the park agency and planning agency, or equivalent, to implement the proposed green infrastructure project and support community planning goals.
- Explain how the project will advance social equity within the community.
- Demonstrate how this grant will enable them to maximize environmental outcomes while engaging the community in their green infrastructure project.
- Demonstrate how their approach to green infrastructure takes into account current models and data forecasts of changing climate conditions, particularly in the siting of their project in areas prone to extreme weather events such as flooding.
- Identify and describe the low-income underserved community that they will reach, including demographic statistics compared to the surrounding communities and region.
- Show how they will improve environmental quality, create public access, and engage the community.
- Outline their plan to monitor and evaluate their work to achieve one or more of the three key objectives listed above and indicate the metrics they will use to track results.
- Identify their maintenance plan to sustain the project after the grant period ends.

APPLICATIONS DUE APRIL 29

1. Please provide your contact information *

First Name

Last Name

Title

Organization Name

Street Address

City

State

Zip

Email *

Phone Number

Organization Website

2. What is the name of the park proposed for this project? *

3. What is the street address for the project location? *

Street Address

City

State

Zip

4. Describe the current site, including its physical condition, usage and walkability, and the surrounding area. *

5. Provide a narrative summary about the proposed project, including:

- Description of the project
- How the project will improve environmental quality, create public access, advance social equity, and engage the community
- Rationale for selecting the particular site

*

---

6. What is the amount being requested? *

$

7. What is the total project budget? *

$

8. What are the existing and potential sources of funding for the project? Be sure to indicate any funding that is already secured and committed to the project. *

9. How have or will planners be involved in the project? *

10. Please describe the method for engaging the existing community in the project, including the level of community leadership in project design and implementation.
*

11. Please provide demographic information about the community or population involved in and served by the project. *

12. Outline your plans to monitor and evaluate the work to achieve the three objectives and indicate the metrics to be used to track results. *

Objectives

1. Improved environmental quality and increased hazard mitigation by reducing flooding, improving the site's ability to hold and retain stormwater, improving water quality, improving wildlife habitat, and increasing biodiversity
2. A community engaged in improving environmental quality through green infrastructure solutions to stormwater management
3. Increased public access to project sites thereby improving recreational opportunity and access to nature

13. Who will maintain the recreational amenities at the park and how will this responsibility be assigned/agreed upon? *

14. Who will maintain the green stormwater infrastructure facility and function, and how will this responsibility be assigned/agreed upon? *

15. Will local residents be employed in the project development and implementation?

- ○ Yes
- ○ No

---

16. Describe how local resident employment is incorporated into the project.

---

17. What other investments, if any, are being made in the immediate area around the project site?

18. Describe your organization's experience in completing similar projects and provide examples if applicable. *

19. Provide an itemized project budget identifying how the requested grant funds will be spent. List and briefly describe the expense in the left column. Indicate the amount for this item in the right column. Maximum twenty lines. Ensure the total listed in the budget matches the total grant being requested. *

Grant Budget

Description	Amount

Total *

$

Briefly describe additional funding that will be required to complete the proposed project. Li
dollar amount) beyond that which will be paid through the grant. *

20. Upload photos of the current site. *

Maximum file size is 1mb each. Three to five photos required.

Browse... Upload

21. Upload renderings or planning documents, if applicable.

Maximum file size is 10mb each. Up to three files permitted.

Browse... Upload

22. Upload letter(s) of support.

Maximum file size is 1mb each. Up to five files permitted.

Browse... Upload

23. Upload a project timeline, including:

- Community input
- Design
- Engineering
- Permitting
- Installation
- Completion
- Initial maintenance schedule

*

Maximum file size is 1mb. One file required.

Browse... Upload

24. You have reached the end of the application. When you are ready to submit your application, click the SUBMIT button below. If you wish to save your progress and submit the application later, click the SAVE AND CONTINUE LATER button at the top. **Your application will not be submitted until you click the submit button.**

Thank You!

Your application has been submitted. You will receive a PDF copy of your application via email. You will be notified about your application status by May 30, 2016. If you have additional questions, please contact Jimmy O'Connor at joconnor@nrpa.org.

Agenda Item 24.

$1 Million - Anti-Poverty Grant

(Mayor Kennedy and Steve Gold)

$1 Millón - Beca para la Lucha Contra la Pobreza (Alcaldesa Kennedy y Steve Gold)

Council Request for Action

Agenda Item 25.

Naming South Street Park

A resolution of the City Council of the City of Newburgh for the Dedication of Father Bill Scafidi Park. (Councilwoman Hillary Rayford)

Una resolución del Consejo de la Ciudad de Newburgh para la Dedicación del Parque Padre Bill Scafidi. (Consejal Hillary Rayford)

Council Request for Action

Background:
A recommendation to name the proposed waterfront park located at the foot of South Street as Father William Scafidi Park

Additional Information:
Submitted on behalf of Councilwoman Rayford

ATTACHMENTS:

Description	Upload Date	Type
draft Resolution dedicating South St. Park	4/19/2016	Cover Memo

RESOLUTION NO.: ____ - 2016

OF

APRIL 25, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH FOR THE DEDICATION OF FATHER BILL SCAFIDI PARK

WHEREAS, the City of Newburgh proposes to develop South Street Waterfront Park located at the terminus of Front Street in the City of Newburgh; and

WHEREAS, Father William Scafidi, affectionately known as "Father Bill," pastor of St. Mary's Roman Catholic Church at 180 South Street in Newburgh for 17 years, established and supported many important community programs in our City; and

WHEREAS, notable among these are the Mary's Hope Food Pantry, providing the poor and homeless with nourishing food; and the Zion Lions Basketball Program, providing recreation, guidance and mentorship for boys and girls from ages 5 through 17; and

WHEREAS, Father Bill was a pillar of the Newburgh community as well as of his church, attending many civic and interfaith gatherings and offering invocations and benedictions at innumerable religious and secular events and meetings; and

WHEREAS, Father Bill served church and City with grace, humor and distinction throughout his assignment here, offering special care for the children, the poor, the infirm and the elderly; and

WHEREAS, Father Bill was assigned by the Archdiocese of New York in the summer of 2015 to St. Peter's Roman Catholic Church in Liberty, New York after what was universally regarded as too short a tenure here;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York, that the South Street Waterfront Park located at the terminus of Front Street be named and forever known with reverence, affection and gratitude as "Father Bill Scafidi Park."

DRAFT

Agenda Item 27.

Repaving Streets -- timeline and budget

(Councilwoman Abrams, Councilman Harvey and George Garrison)

Pavimentación de las Calles – tiempo y fechas (Consejal Abrams, Consejal Harvey y George Garrison)

Council Request for Action

Additional Information:
Submitted at the request of Councilwoman Abrams, Councilman Harvey and George Garrison

Agenda Item 28.

Time Limit Parking

(Councilwoman Abrams and Councilwoman Holmes)

Limite de Tiempo de Estacionamiento (Consejal Abrams y Consejal Holmes)

Council Request for Action

Background:
15 minute parking M-F proposed for the following locations:
Liberty Street between Ann and Washington Streets
Broadway in the area of Tommy's Nail Salon, Stella's Pizza, Flower Shop & Tailor Shop

Additional Information:
Submitted on behalf of Councilwoman Abrams and Councilwoman Holmes

ATTACHMENTS:

Description	Upload Date	Type
Form Request for Amendment to Parking Standing and Stopping Regulations	4/13/2016	Backup Material

CITY OF NEWBURGH

REQUEST FOR AMENDMENT

Parking – Stopping – Standing Regulations

1.) Location:_____

_____

2.) Side of street (north – south, east-west): _____

3.) Starting Point: _____

4.) Ending Point: _____

5.) Current Rule: _____

6.) Proposal/new rule: _____

7.) What is the problem or issue: _____

_____

8.) Ramifications of new proposal: _____

_____

FOR OFFICE USE ONLY

Date of Request: _____

Date Depart. Name/Title Approval/Comments

_____DPW _____Yes ___ No ___ Comments _____

_____Fire _____Yes ___ No ___ Comments _____

_____Police _____ Yes ___ No ___ Comments _____

_____ Engineering _____ Yes ___ No ___ Comments _____

_____ Planning & Devel. _____ Yes ___ No ___ Comments _____

_____ Corp. Counsel _____ Yes ___ No ___ Comments _____

Council Meeting Date to submit: _____

Agenda Item 29.

Traffic Regulations -- Stop Signs at S. Lander Street and Overlook Place

(Councilwoman Abrams)

Normas de Tráfico – Señales de Alto en la Calle S. Lander y Overlook Place (Consejal Abrams)

Council Request for Action

Additional Information:
Submitted on behalf of Councilwoman Abrams

Agenda Item 30.

Central Hudson Poles - Video Survelliance

Postes de "Central Hudson" - Video Vigilancia

Council Request for Action

Agenda Item 31.

Pending Litigation & The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;

Litigación pendiente y el historial médico, financiero, crédito, o contratación de una persona o corporación en particular, o los temas llevando al apuntamiento, contratación, promoción, democión, disciplina, suspensión, despido o removimiento de una persona o corporación en particular.

ATTACHMENTS:

Description	Upload Date	Type