



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
November 9, 2017
6:00 PM

Council Meeting Presentations

1. Public Hearing to receive comments on the 2018 budget
Resolution scheduling a public hearing for November 13, 2017 to receive comments concerning the adoption of the 2018 Budget for the City of Newburgh. (Katie Mack & Michelle Kelson)

Una resolución programando una audiencia pública para el 13 de noviembre de 2017 para recibir comentarios con respecto a la adopción del Presupuesto para el 2018 de la Ciudad de Newburgh. (Katie Mack)

Work Session Presentations

2. 2018 Budget - Work Session Discussion
(Katie Mack)

Presupuesto del 2018 – Discusión en la Sesión de Trabajo (Katie Mack)

Finance/Finanza

3. Extension of Temporary Sanitation Worker
Resolution amending the 2017 Personnel Analysis Book to continue one temporary position in the Sanitation Division in the Department of Public Works through December 31, 2017. (Katie Mack)

Una resolución enmendando el Libro de Análisis del Personal del 2017 para continuar con un puesto temporal en la División de Saneamiento en el Departamento de Obras Publicas has el 31 de diciembre de 2017. (Katie Mack)
4. Self Insurance Budget Reallocation
Resolution amending Resolution No: 310A-2016, the 2017 Budget for the City of Newburgh, New York to transfer \$344,858.67 within the Self Insurance Fund. (Katie Mack)

Una resolución enmendando Resolución No. 310ª-2016, el Presupuesto del 2017 para la Ciudad de Newburgh, Nueva York para transferir \$344,858.67 dentro de los fondos de auto seguridad. (Katie Mack)

5. Creation of temporary Sergeant through 12-31-17
Resolution amending the 2017 Personnel Analysis Book to add one (1)

Sergeant position on a temporary basis in the City of Newburgh Police Department. (Katie Mack)

Una resolución enmendando el Libro de Análisis del Personal del 2017 para agregar un (1) puesto de Sargento sobre una base temporal en el Departamento de Policía de la Ciudad de Newburgh. (Katie Mack)

Planning and Economic Development/Planificación y Desarrollo Económico

6. Release of covenants for 32 Benkard Avenue

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to A. Contreras Property Management, Inc. to the premises known as 32 Benkard Avenue (Section 45, Block 4, Lot 16) (Michelle Kelson)

Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y Derecho de reingreso de acuerdo a una escritura emitida a A. Contreras Property Management, Inc. A las instalaciones conocidas como la 32 de la Avenida Benkard (Sección 45, Bloque 4, Lote 16)

7. Satisfaction of Mortgage for 30 Benkard Avenue

Resolution authorizing the City Manager to execute a Satisfaction in connection with a mortgage issued to Aldo R. Ocompo for premises located at 30 Benkard Avenue (Section 45, Block 4, Lot 15) (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en conexión con una hipoteca emitida a Aldo R. Ocompo para las instalaciones en la 30 de la Avenida Benkard. (Sección 45, Bloque 4, Lote 5)

8. Satisfaction of Mortgage for 158 & 160 Washington Street

Resolution authorizing the City Manager to execute a satisfaction in connection with a mortgage issued to Courtyard Estates, Inc. for premises located at 158 Washington Street and 160 Washington Street (Section 36, Block 5, Lots 11 and 12) (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en conexión con una hipoteca emitida a "Courtyard Estates, Inc." Por las instalaciones ubicadas en la 158 de la Calle Washington y 160 de la Calle Washington (Sección 36, Bloque 5, Lotes 11y 12)

9. Satisfaction of Mortgage for 119 South Clark Street

Resolution authorizing the City Manager to execute a satisfaction in connection with a mortgage issued to Manny Pereira for premises located at 119 South Clark Street (Section 45, Block 14, Lot 17) (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en conexión con una hipoteca emitida a Manny Pereira Por las instalaciones ubicadas en la 119 de la Calle South Clark (Sección 45, Bloque 14, Lotes 17)

10. Release of covenants for 40 Hasbrouck Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Edwin Tolentino to the premises known as 40 Hasbrouck Street (Section 38, Block 3, Lot 48)

Una resolución autorizando la ejecución de la libración de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Edwin Tolentino a las instalaciones conocidas como la 40 de la Calle Hasbrouck (Sección 38, Bloque 3, Lote 48)

11. Purchase of 40 Flemming Drive

Resolution to authorize the conveyance of real property known as 40 Flemming Drive (Section 2, Block 9, Lot 1) at private sale to Alberta Brown for the amount of \$35,000.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 40 de Flemming Drive (Sección 2, Bloque 9, Lote 1) en una venta privada a Alberta Brown por la cantidad de \$35,000.00. (Deirdre Glenn)

12. Purchase of 110 Johnston Street

Resolution to authorize the conveyance of real property known as 110 Johnston Street (Section 18, Block 10, Lot 11) at private sale to Juan Galaviz for the amount of \$25,000.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 110 de la Calle Johnston (Sección 18, Bloque 10, Lote 11) en una venta privada a Juan Galaviz por el monto de \$25,000.00. (Deirdre Glenn)

13. Purchase of 120 West Parmenter Street and 15 Sequestered Road

Resolution to authorize the conveyance of real property known as 120 West Parmenter Street (Section 38, Block 2, Lot 42) and 15 Sequestered Road (Section 7, Block 1, Lot 14) at private sale to Aamir Mumtaz for the amount of \$22,830.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 120 de la Calle West Parmenter (Sección 38, Bloque 2, Lote 42) y la 15 de Sequestered Road (Sección 7, Bloque 1, Lote 14) en una venta privada a Aamir Mumtaz por la cantidad de \$22,830.00. (Deirdre Glenn)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

14. Skartados Grant for \$125,000 for Restoring Downing Park & Local Roads

Resolution authorizing the City Manager to apply for and accept a DASNY State and Municipal Facilities Capital Program Grant from Assemblyman Frank Skartados in an amount not to exceed \$125,000.00 for Downing Park and local road improvements (Deirdre Glenn & Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar una subvención del Programa Capital de Facilidades Municipales y

Estatales DASNY del Asambleísta Frank Skartados por un monto que no exceda \$125,000.00 para los mejoramientos del Parque Downing y Carreteras Locales.

Resolutions of Support/ Resoluciones de Apoyo

15. Support for a Main Street Technical Assistance Grant

Resolution of the City Council of the City of Newburgh, New York supporting Best Resources Incorporated in its application to New York State Homes and Community Renewal for funding under the New York Main Street Technical Assistance Grant Program. (Michelle Kelson & Deirdre Glenn)

Una resolución del Consejo Municipal de la Ciudad de Newburgh, Nueva York apoyando a “Best Resources Incorporated” en su solicitud a “New York State Better Homes” y “Community Renewal” para financiamiento bajo el Programa de Subvención de Asistencia Técnica de Calles Principales de Nueva York. (Michelle Kelson y Deirdre Glenn)

Discussion Items/Temas de Discusión

16. To Contract for the Use of a City Building as an Emergency Homeless Shelter

(Michael Ciaravino, Deirdre Glenn & Michelle Kelson)

Contrato para el uso de un edificio de la Ciudad como un refugio de emergencia para los desamparados. (Michael Ciaravino, Deirdre Glenn y Michelle Kelson)

17. Resolution for Municipal Certificate of Need for the City of Newburgh

Resolution of the City Council of the City of Newburgh for a municipal certificate of need from the New York State Department of Health for the provision of ambulance service. (Assistant Chief Ahlers & Assistant Chief Horton)

Una resolución del Consejo Municipal de la Ciudad de Newburgh para obtener un Certificado de Necesidad Municipal del Departamento de Salud del Estado de Nueva York para la provisión de servicio de ambulancias.

Executive Session/ Sesión Ejecutiva

18. Pending litigation

Litigación Pendiente

RESOLUTION NO.: 279 - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 13, 2017
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2018 BUDGET FOR THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2018 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 13th day of November, 2017, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: _____-2017

OF

NOVEMBER 13, 2017

**A RESOLUTION AMENDING THE 2017 PERSONNEL ANALYSIS BOOK
TO CONTINUE ONE TEMPORARY POSITION IN THE SANITATION DIVISION
IN THE DEPARTMENT OF PUBLIC WORKS THROUGH DECEMBER 31, 2017**

WHEREAS, by Resolution No. 152-2017, the City Council of the City of Newburgh authorized an amendment to the Personnel Analysis Book for 2017 to add 2 seasonal positions in the parks division and 3 temporary sanitation worker positions in the sanitation division in the Department of Public Works from June 2017 through September 2017 to offset an unforeseen shortage of personnel; and

WHEREAS, the Department of Public Works is requesting to continue 1 temporary sanitation worker position in the sanitation division through December 31, 2017; and

WHEREAS, the City Council has determined that continuing 1 temporary sanitation worker position in the sanitation division in the Department of Public Works will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, the continuation of the temporary position requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2017 and funding for such temporary position will be derived from savings in the salary budget lines;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2017 be and is hereby amended to continue 1 temporary sanitation worker position through December 31, 2017 in the sanitation division in the Department of Public Works with funding to be derived from the savings within the salary budget lines.

RESOLUTION NO. 152 -2017

OF

JUNE 12, 2017

A RESOLUTION AMENDING THE 2017 PERSONNEL ANALYSIS BOOK
TO ADD TWO SEASONAL POSITIONS IN THE PARKS DIVISION AND THREE
TEMPORARY POSITIONS IN THE SANITATION DIVISION
IN THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, due to unforeseen circumstances, there is a shortage of personnel in the Department of Public Works; and

WHEREAS, the Department of Public Works is requesting 2 seasonal positions for the parks division from June 2017 through September 2017 to assist with various summer maintenance activities and 3 temporary sanitation works positions in the sanitation division; and

WHEREAS, the City Council has determined that adding 2 seasonal positions in the parks division and 3 temporary sanitation worker positions in the sanitation division in the Department of Public Works will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

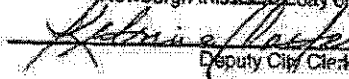
WHEREAS, the addition of the seasonal and temporary positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2017 and funding for such seasonal and temporary positions will be derived from savings in the respective salary budget lines;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2017 be and is hereby amended to add 2 seasonal positions in the parks division and 3 temporary sanitation worker positions in the sanitation division in the Department of Public Works with funding to be derived from the savings within the salary budget lines.

I, Katrina 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 6/12/17

and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 13th day of June 20 17


Deputy City Clerk

2017 Police
Temp Sgt 11/14-12/31/17
Cost Analysis

Salary Difference

	<u>2017 FY Pay</u>
Sergeant	\$ 88,436.00
6th year officer	\$ 70,245.00
Full Year Difference	\$ 18,191.00

Bi Weekly Cost with
Employer Tax + Retirement
% \$ 757.30

Cost of Coverage from 10/14-12/31/17	\$ 2,499.10
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RESOLUTION NO.: _____ - 2017

OF

NOVEMBER 13, 2017

**RESOLUTION AMENDING RESOLUTION NO: 310A-2016,
THE 2017 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$344,858.67 WITHIN THE SELF INSURANCE FUND**

WHEREAS, it has become necessary to reallocate available funds in the Self-Insurance Fund from Insurance Recoveries to offset expenses and to pay current bills and provide funding to the end of FY 2017;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 310A-2016, the 2017 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
M.2680.0005 Insurance Recoveries WC	\$326,499.67	
M.1722.0400 Excess Insurance	\$ 8,359.00	
M.9050.0400 Unemployment Insurance	<u>\$ 10,000.00</u>	
M.1420.4100 General Legal Liability		\$ 80,000.00
M.1420.4200 Police Liability		\$ 10,000.00
M.1420.4300 Employment Liability		\$ 10,000.00
M.1930.0400 Judgment and Claims		\$ 15,000.00
M.1710.0004 Administration		\$ 6,793.21
M.9040.0408 Self-Insurance Worker's comp		<u>\$223,065.46</u>
TOTALS:	\$344,858.67	\$344,858.67

**M Fund - Budget Reallocation
2017 Analysis**

	<u>GL Description</u>	<u>Current 2017 Budget Balances as of 10/27/17</u>	<u>Budget Adjustment</u>	<u>Final Adjusted Budget FY 17- Nov/Dec Exp</u>
FROM				
	M.2680.0005 - Insurance Recoveries WC (above	\$ 526,405.92	\$ (326,499.67)	\$ 199,906.25
	Total Revenue	\$ 526,405.92	\$ (326,499.67)	\$ 199,906.25
TO				
	M.1420.4100. - General Legal Services	\$ -	\$ 80,000.00	\$ 80,000.00
	M.1420.4200. - Police Liability Legal Services	\$ 5,003.01	\$ 10,000.00	\$ 15,003.01
	M.1420.4300. - Employment Liability Legal Services	\$ 4,763.00	\$ 10,000.00	\$ 14,763.00
	M.1930.0400. - Judgement and Claims	\$ 42,732.98	\$ 15,000.00	\$ 57,732.98
	M.1710.0004. - Administration	\$ (5,293.21)	\$ 6,793.21	\$ 1,500.00
	M.1710.0416. - Bank Fees	\$ -	\$ -	\$ -
	M.1722.0400. - Excess Insurance	\$ 8,359.00	\$ (8,359.00)	\$ -
	M.9040.0408. - Self-Insurance Worker's comp	\$ (123,065.46)	\$ 223,065.46	\$ 100,000.00
	M.9050.0400. - Unemployment Insurance	\$ 29,445.57	\$ (10,000.00)	\$ 19,445.57
	Total Expense	\$ (38,055.11)	\$ 326,499.67	\$ 288,444.56
	Totals	\$ 488,350.81	\$ -	

RESOLUTION NO.: _____-2017

OF

NOVEMBER 13, 2017

**A RESOLUTION AMENDING THE 2017 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) SERGEANT POSITION ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the Police Department has advised the City Manager that the department is in need of an additional individual to perform the duties of “Sergeant;” and

WHEREAS, the creation of the additional Police Department Sergeant position will be on a temporary basis; and

WHEREAS, the City Council has determined that adding one temporary Sergeant position in the Police Department will promote economy and efficiency within the Department; the same being 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 Personnel Analysis Book for the fiscal year 2017 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the job title “Sergeant” in the Police Department.

2017 Police
Temp Sgt 11/14-12/31/17
Cost Analysis

Salary Difference

	<u>2017 FY Pay</u>
Sergeant	\$ 88,436.00
6th year officer	\$ 70,245.00
Full Year Difference	\$ 18,191.00

Bi Weekly Cost with
Employer Tax + Retirement
% \$ 757.30

Cost of Coverage from 10/14-12/31/17	\$ 2,499.10
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RESOLUTION NO.: _____-2017

OF

NOVEMBER 13, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO A. CONTRERAS PROPERTY MANAGEMENT, INC.
TO THE PREMISES KNOWN AS 32 BENKARD AVENUE
(SECTION 45, BLOCK 4, LOT 16)**

WHEREAS, on July 22, 1999, the City of Newburgh conveyed property located at 32 Benkard Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 4, Lot 16, to A. Contreras Property Management, Inc.; and

WHEREAS, the property subsequently was conveyed to various other parties; and

WHEREAS, Fannie Mae ultimately acquired title to said real property through foreclosure; and

WHEREAS, Fannie Mae, by its attorney, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh to A. Contreras Property Management, Inc.; and

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

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

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

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 32 Benkard Avenue, Section 45, Block 4, Lot 16, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3 and 4 in a deed dated July 22, 1999, from the CITY OF NEWBURGH to A. CONTRERAS PROPERTY MANAGEMENT, INC., recorded in the Orange County Clerk's Office on July 27, 1999, in Liber 5112 of Deeds at Page 24 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.

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2017

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

On the _____ day of _____ in the year 2017, 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:

RESOLUTION NO.: _____ - 2017

OF

NOVEMBER 13, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A SATISFACTION IN CONNECTION WITH
A MORTGAGE ISSUED TO ALDO R. OCOMPO
FOR PREMISES LOCATED AT 30 BENKARD AVENUE
(SECTION 45, BLOCK 4, LOT 15)**

WHEREAS, by Resolution No.: 234-2015 of September 14, 2015, this Council authorized the conveyance of real property known as 30 Benkard Avenue, more accurately described as Section 45, Block 4, Lot 15 on the official tax map of the City of Newburgh, to Aldo R. Ocompo, subject to certain terms and conditions; and

WHEREAS, Paragraph 5 of said Terms and Conditions of Sale provided that the City, as seller, hold a Purchase Money First Mortgage and Note for the balance of the purchase price; and

WHEREAS, said Note and Mortgage were executed by the mortgagor on October 29, 2015; and

WHEREAS, the terms of the mortgage instrument have been satisfied by the mortgagor, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction 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 the attached Satisfaction in connection with a mortgage issued to Aldo R. Ocompo for premises located at 30 Benkard Avenue (Section 45, Block 4, Lot 15).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of October 29, 2015, made by Aldo R. Ocompo to the City of Newburgh, given to secure payment of the principal sum of Thirty-Three Thousand Two Hundred Three and 34/100 (\$33,203.34) Dollars, and duly recorded in the Orange County Clerk's Office on February 29, 2016 in Liber 14015 at page 38;

which mortgage has not been further assigned of record.

Dated: November _____, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2017

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

On the _____ day of _____, 2017, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: _____ - 2017

OF

NOVEMBER 13, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE
ISSUED TO COURTYARD ESTATES, INC. FOR PREMISES LOCATED AT
158 WASHINGTON STREET AND 160 WASHINGTON STREET
(SECTION 36, BLOCK 5, LOTS 11 AND 12)**

WHEREAS, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

WHEREAS, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

WHEREAS, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Courtyard Estates, Inc. in the principal sum of \$50,000.00 for premises located at 158 Washington Street and 160 Washington Street (Section 36, Block 5, Lots 11 and 12, respectively), dated September 9, 1998, and recorded in the Orange County Clerk's Office on November 6, 1998, in Liber 6891 of Deeds at Page 262; and

WHEREAS, such amount was paid in full, and a Satisfaction of Mortgage was issued on November 23, 1999 but the original instrument was lost and never recorded; and

WHEREAS, this Council has determined that executing a new Satisfaction, a copy of which is annexed hereto, as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency is necessary and appropriate and 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 the attached Satisfaction in connection with a mortgage issued to Courtyard Estates, Inc. for premises located at 158 Washington Street and 160 Washington Street (Section 36, Block 5, Lots 11 and 12, respectively).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of September 9, 1998, made by Courtyard Estates, Inc. to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$50,000.00, and duly recorded in the office of the Orange County Clerk's Office on November 6, 1998, in Liber 6891 of Deeds at Page 262; and

further described in Assignment and Assumption of Mortgage Without Covenant from the Newburgh Community Development Agency formerly known as the Newburgh Urban Renewal Agency to the City of Newburgh, dated November 15, 2010, and recorded on November 22, 2010, in Liber 13085 Page 0839.

Dated: November _____, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2017

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

On the _____ day of November, 2017, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

COURTYARD ESTATES, INC.

TO

NEWBURGH COMMUNITY DEVELOPMENT
AGENCY

158 & 160 Washington Street

SECTION 36 BLOCK 5 LOTs 11 & 12

RECORD AND RETURN TO:
(Name and Address)

COMMUNITY DEVELOPMENT
83 Broadway
Newburgh, N. Y. 12550

HERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

STRUMENT TYPE: DEED MORTGAGE ✓ SATISFACTION ASSIGNMENT OTHER

PROPERTY LOCATION

<u> </u> 2089 BLOOMING GROVE (TN)	<u> </u> 4289 MONTGOMERY (TN)
<u> </u> 2001 WASHINGTONVILLE (VLG)	<u> </u> 4201 MAYBROOK (VLG)
<u> </u> 2289 CHESTER (TN)	<u> </u> 4203 MONTGOMERY (VLG)
<u> </u> 2201 CHESTER (VLG)	<u> </u> 4205 WALDEN (VLG)
<u> </u> 2489 CORNWALL (TN)	<u> </u> 4489 MOUNT HOPE (TN)
<u> </u> 2401 CORNWALL (VLG)	<u> </u> 4401 OTISVILLE (VLG)
<u> </u> 2800 CRAWFORD (TN)	<u> </u> 4600 NEWBURGH (TN)
<u> </u> 2800 DEERPARK (TN)	<u> </u> 4800 NEW WINDSOR (TN)
<u> </u> 3089 GOSHEN (TN)	<u> </u> 5089 TUXEDO (TN)
<u> </u> 3001 GOSHEN (VLG)	<u> </u> 5001 TUXEDO PARK (VLG)
<u> </u> 3003 FLORIDA (VLG)	<u> </u> 5200 WALLKILL (TN)
<u> </u> 3005 CHESTER (VLG)	<u> </u> 5489 WARWICK (TN)
<u> </u> 3200 GREENVILLE (TN)	<u> </u> 5401 FLORIDA (VLG)
<u> </u> 3489 HAMPTONBURGH (TN)	<u> </u> 5403 GREENWOOD LAKE (VLG)
<u> </u> 3401 MAYBROOK (VLG)	<u> </u> 5405 WARWICK (VLG)
<u> </u> 3689 HIGHLANDS (TN)	<u> </u> 5600 WAWAYANDA (TN)
<u> </u> 3601 HIGHLAND FALLS (VLG)	<u> </u> 5889 WOODBURY (TN)
<u> </u> 3889 MINISINK (TN)	<u> </u> 5801 HARRIMAN (VLG)
<u> </u> 3801 UNIONVILLE (VLG)	
<u> </u> 4089 MONROE (TN)	
<u> </u> 4001 MONROE (VLG)	
<u> </u> 4003 HARRIMAN (VLG)	
<u> </u> 4005 KIRYAS JOEL (VLG)	

CITIES

 0900 MIDDLETOWN
 ✓ 1100 NEWBURGH
 1300 PORT JERVIS

 9999 HOLD

NO. PAGES 5 CROSS REF
CERT. COPY AFFT.

PAYMENT TYPE: CHECK ✓
CASH
CHARGE ✓
NO FEE

CONSIDERATION \$
TAX EXEMPT

MORTGAGE AMT \$ 50,000 -
DATE 9-9-98

MORTGAGE TYPE:

 (A) COMMERCIAL
 (B) 1 OR 2 FAMILY
 (C) UNDER \$10,000.
 ✓ (E) EXEMPT
 (F) 3 TO 6 UNITS
 (I) NAT.PERSON/CR.UNION
 (J) NAT.PER-CR.UNI OR 2
 (K) CONDO

RECEIVED FROM: Newburgh Comm Dev.

LIBR 6891 PAGE 262

Donna L. Benson

DONNA L. BENSON
Orange County Clerk

LIBER 6891 PAGE 262

ORANGE COUNTY CLERKS OFFICE 62069 MCD
RECORDED/FILED 11/06/1998 02:17:56 PM
FEES 20.00 EDUCATION FUND 5.00
SERIAL NUMBER: CPO09492
MTG CNTL NO 25417 MTAX .00

THIS BOND AND MORTGAGE, made the 9th day of September, nineteen hundred and ninety-eight.

BETWEEN COURTYARD ESTATES, INC., a domestic corporation having its principal place of business at 129 West Parmenter Street, Newburgh, New York 12550

herein referred to as the mortgagor,

and NEWBURGH COMMUNITY DEVELOPMENT AGENCY, an urban renewal agency organized and existing under the laws of the State of New York with its principal office for the transaction of business located at 83 Broadway, City of Newburgh, Orange County, New York 12550

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of FIFTY THOUSAND and 00/100----- (\$ 50,000.00) Dollars

lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

MORTGAGOR promises to pay to the Mortgagee or order the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS, with interest at the rate of 6% per centum per annum from the date borrowed until the debt is paid in full, but in any event, no later than May 31, 1999.

This mortgage shall be subordinate only to the CPC loan and the Orange County HOME loan.

In the event of default on the repayment of this debt, the mortgagor will provide the mortgagee with the deed to the property described in lieu of foreclosure.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as 158 Washington Street in the City of Newburgh and being more accurately described as Section 36, Block 5, Lot 11 on the Official Tax Map of the City of Newburgh and 160 Washington Street, in the City of Newburgh and being more accurately described as Section 36, Block 5, Lot 12 on the Official Tax Map of the City of Newburgh.

BEING the same premises conveyed to Manny G. Pereira and Carol Pereira by the City of Newburgh in a deed dated the 19th day of August, 1996 and recorded in the Orange County Clerk's Office on the 6th day of September 1996, in Liber 4443 of Deeds at Page 7.

BEING the same premises described in a deed dated January 30, 1998, from Manny G. Pereira and Carol Pereira to Courtyard Estates, Inc. and recorded in the Orange County Clerk's Office on July 31, 1998 in Liber 4721 of Deeds at Page 240.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.
15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.
16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.
17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.
18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.
20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire, or other code of the City of Newburgh and the violation remaining unrectified thirty (30) days after notice from the City, immediately pay to the mortgagee the full principal amount of the note.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

COURTYARD ESTATES, INC.

BY:  (L.S.)
Manny G. Perera, President

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY.

Know all Men by these Presents,

THAT NEWBURGH COMMUNITY DEVELOPMENT AGENCY, an urban renewal agency organized and existing under the laws of the State of New York and having its principal office for the transaction of business
* located at 83 Broadway, Newburgh, New York

DOES HEREBY CERTIFY that the following Mortgage IS PAID, and does hereby consent that the same be discharged of record.

Mortgage dated the 9th day of September, 1998, made by Courtyard Estates, Inc.
158-160 Washington Street

to Newburgh Community Development Agency

in the principal sum of \$ 50,000.00 and recorded on the 6th day of November 1998,
in Liber 6891 ~~XXXXXXX~~ of Mortgages, page 262, in the office
of the County Clerk of the County of Orange

which mortgage has not been assigned of record.

Dated the 23rd day of November, 1999

IN PRESENCE OF:

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

BY:

James H. Delaune, Executive Director

* Insert principal office, giving street and street number.
† Insert "further" when required.

STATE OF NEW YORK
COUNTY OF ORANGE

On the 23rd day of November in the year 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared James DeLaune, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Luiz M. Mahoney
Notary Public

LUZ M. MAHONEY
Commissioner of Deeds
City of Newburgh, NY
Commission Expires Dec. 31, 20 00

RESOLUTION NO.: _____ - 2017

OF

NOVEMBER 13, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO
MANNY PEREIRA FOR PREMISES LOCATED AT 119 SOUTH CLARK STREET
(SECTION 45, BLOCK 14, LOT 17)**

WHEREAS, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Manny Pereira in the principal sum of \$26,250.00 for premises located at 119 South Clark Street (Section 45, Block 14, Lot 17), dated November 3, 1988, and recorded in the Orange County Clerk's Office on November 16, 1988, in Liber 3251 of Deeds at Page 176; and

WHEREAS, the terms of the mortgage instrument have been satisfied by the mortgagor, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency 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 the attached Satisfaction in connection with a mortgage issued to Manny Pereira for premises located at 119 South Clark Street (Section 45, Block 14, Lot 17).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of November 3, 1988, made by Manny Pereira to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$26,250.00, and duly recorded in the office of the Orange County Clerk's Office on November 16, 1988, in Liber 3251 of Deeds at Page 176;

which mortgage has not been further assigned of record.

Dated: November _____, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2017

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

On the _____ day of November, 2017, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE (This Page is Part of the Instrument)

PRINT OR TYPE: BLACK INK ONLY

MANNY PERIERA,

Mortgagor,

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY,

Mortgagee.

RECORD AND RETURN TO:
(Name and Address)

COMMUNITY DEVELOPMENT
83 Broadway, City Hall
Newburgh, NY 12550

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 014638 DATE 11-3-88 AFFIDAVIT FILED 19INSTRUMENT TYPE: DEED ✓ MORTGAGE ✓ SATISFACTION ✓ ASSIGNMENT ✓ OTHER ✓BG20 Blooming Grove ✓SERIAL NO. CF 8751CH22 Chester ✓Mortgage Amount \$ 26,250-CHECK ✓ CASH ✓ CHARGE ✓CO24 Cornwall ✓Exempt Yes ✓ No ✓MORTGAGE TAX \$ No TaxCR26 Crawford ✓3-6 Cooking Units Yes ✓ No ✓TRANSFER TAX \$ ✓DP28 Deerpark ✓

Received Tax on above Mortgage

GO30 Goshen ✓Basic \$ ✓GR32 Greenville ✓MTA \$ ✓RECORD. FEE \$ 20.00HA34 Hamptonburgh ✓Spec. Add. \$ ✓REPORT FORMS \$ ✓HI36 Highland ✓TOTAL \$ No TaxCERT. COPIES \$ ✓MK38 Minisink ✓

MARION S. MURPHY
Orange County Clerk

City of Newburgh

ME40 Monroe ✓by: ✓MY42 Montgomery ✓

ORANGE COUNTY CLERK'S OFFICE S.S.

MH44 Mount Hope ✓Recorded on the 16th day ofNT46 Newburgh (T) ✓November 1988 at 10:00NW48 New Windsor ✓O'Clock 10 M. in Liber/Film 3251TU50 Tuxedo ✓My at page 176 and examined.WL52 Wallkill ✓

Marion S. Murphy
County Clerk

WK54 Warwick ✓

RECEIVED

WA56 Wawayanda ✓

\$ ✓
REAL ESTATE

WO58 Woodbury ✓

TRANSFER TAX
ORANGE COUNTY

MN09 Middletown ✓NC11 Newburgh ✓PJ13 Port Jervis ✓9999 Hold ✓

LIBER 3251 PAGE 176

M 86--Statutory Form MN.
Bond and Mortgage, with additional clauses.
Individual or Corporation.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

THIS BOND AND MORTGAGE, made the 3RD day of NOVEMBER, nineteen hundred and eighty-eight,
BETWEEN MANNY PEREIRA, residing at Stewart Airport, (Box 6112),
Newburgh, Orange County, New York,

herein referred to as the mortgagor,
and the NEWBURGH COMMUNITY DEVELOPMENT AGENCY, a public body corporate
established under the laws of the State of New York, having its principal
office at 83 Broadway, City of Newburgh, County of Orange and State of
New York,

herein referred to as the mortgagee,
WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
TWENTY SIX THOUSAND TWO HUNDRED FIFTY & 00/100----- (\$26,250.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee
as follows:

The mortgagor shall upon the sale, conveyance or transfer of the described
property immediately pay to the mortgagee the full principal amount then due
according to the following schedule:

- (a) If within 1 year from the date of this instrument-100% of the amount of this
instrument;
- (b) If within 2 years from the date of this instrument-80% of the amount of this
instrument;
- (c) If within 3 years from the date of this instrument-60% of the amount of this
instrument;
- (d) If within 4 years from the date of this instrument-40% of the amount of this
instrument;
- (e) If within 5 years from the date of this instrument-20% of the amount of this
instrument;
- (f) After 5 years from the date of this document, if the mortgagor has otherwise
complied with the terms hereof and has not sold, conveyed or transferred title
to the subject property or any part thereof, then the loan herein shall become a
grant and there shall be no obligation on the part of the mortgagee to
secure the payment of which the mortgagor hereby mortgages to the mortgagee any part thereof,

ALL THAT certain plot, piece or parcel of land, situate, lying and
being in the State of New York, County of Orange, and City of New-
burgh, known as 119 Clark Street in the City of Newburgh and being
more accurately described as Section 45, Block 14, Lot 17 on the
official tax map of the City of Newburgh.

SUBJECT to all easements, covenants and restriction of record.

SUBJECT to all easements, covenants and restriction of record and
not of record existing in favor of the City of Newburgh prior to the
vesting of title to the described premises in the City of Newburgh.

BEING the same premises indicated as In Rem No. 188 in a deed from
Hargovind S. Patel to the City of Newburgh, dated April 30, 1984
and recorded in the Orange County Clerk's Office on April 30, 1984
in Liber 2282 of Deeds at page 103.

Together with the appurtenances and all the estate and rights of the
party of the first part in and to said premises; to have and to hold
the premises herein granted unto the party of the second part, the
heirs or successors and assigns of the part of the second part
forever.

BEING and intended to be the same premises as conveyed by the City
of Newburgh to Fred and Helen Giametta by deed dated August 22, 1984
and recorded in the Orange County Clerk's Office on July 15, 1985
in Liber 2380 at page 47.

(SEE RIDER ATTACHED)

LIBER 3251 PAGE 177

S 45, B 14, L 17

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerals, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

RIDER
TO BOND & MORTGAGE DATED
NOVEMBER 3, 1988
BETWEEN MANNY PEREIRA, MORTGAGOR, AND
NEWBURGH COMMUNITY DEVELOPMENT AGENCY, MORTGAGEE

The above property being further described:

ALL that certain plot, piece or parcel of land with the building and improvements thereon erected, situate, lying and being in the City of Newburgh, Orange County, New York, bounded and described as follows:

PARCEL I: Beginning at a point in the east line of Clark Street one hundred seventeen feet (117 ft.) north of the north line of Renwick Street and running thence east thirty-five feet ten inches (35 ft. 10 in.); thence south twenty-five feet (25 ft.) thence west thirty-five feet ten inches (35 ft. 10 in.) and thence north twenty-five feet (25 ft.) to the place of beginning.

BEING the rear end of lot No. 83 on a map of lands of William D. Dickey and Joseph M. Dickey filed in Orange County Clerk's Office January 10, 1888 and being the same property conveyed to John Bartal and Louise Bartal by Mary F. Haley by deed dated August 1, 1919, and recorded in the Orange County Records of Deeds in Book 590 at page 370.

PARCEL II: Beginning at a point in the west line of Lot No. 84 on a map of lands of William D. Dickey and Joseph M. Dickey, ninety-two feet (92 ft.) northerly from the north line of Renwick Street and running thence north on said line and parallel to Clark Street twenty-five feet (25 ft.) thence east twenty-five feet (25 ft.) thence south twenty-five feet (25 ft.) parallel with the line first described herein; thence west twenty-five feet (25 ft.) to the point or place of beginning.

TOGETHER BEING the same premises described in deed from Ralph S. Shorter, Executor and others to Gerald Leather Goods Corp. dated January 23, 1980 and recorded in the Orange County Clerk's Office on May 19, 1980 in Liber 2165 of deeds at page 739.

ALSO BEING the same premises conveyed by Gerald Leather Goods Corp to Marie Crossa by deed dated June 12, 1980 and recorded in the Orange County Clerk's Office on February 28, 1983 in Liber 27 at page 1061.

BEING the same premises described in Deed dated August 1, 1985 from Fred Giametta and Helen Giametta to Manny Pereira, and recorded in the Orange County Clerk's Office on Nov. 27, 1985 in Liber 2444 of Deeds at page 118.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediately pay to the mortgagee the full principal amount of the note.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

Manny Pereira (S.)
Manny Pereira

STATE OF NEW YORK
COUNTY OF ORANGE

On the 3rd day of Nov. 1988,
before me came MANNY PEREIRA,

to me known to be the individual described in, and who executed
the foregoing instrument, and acknowledged that he executed
the same.

Cecelia Jarvis
CECELIA JARVIS
NOTARY PUBLIC STATE OF NY
RESIDENCE ON APT ORANGE CO
COMMISSION EXPIRES 7-31-90

STATE OF NEW YORK
COUNTY OF

On the _____ day of _____ 19____,
before me came _____
to me known, who, being by me duly sworn, did depose and say
that he resides at No. _____

in

; that he is the

of

the corporation described in and which executed, the foregoing instru-
ment; that he knows the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed
by order of the Board of _____
of said corporation; and that he signed his name thereto by
like order.

STATE OF NEW YORK
COUNTY OF

On the _____ day of _____ 19____,
before me came _____

to me known to be the individual described in, and who executed
the foregoing instrument, and acknowledged that he executed
the same.

STATE OF NEW YORK
COUNTY OF

On the _____ day of _____ 19____,
before me came _____
the subscribing witness to the foregoing instrument, with whom I
am personally acquainted, who, being by me duly sworn, did depose
and say that he resides at _____

in

, that he knows

to be the individual described in, and who executed, the foregoing
instrument; that he, said subscribing witness, was present and saw
execute the same; and that he, said witness, at the
same time subscribed _____ name as witness thereto.

LIBER 3251 PAGE 181

No.

MANNY PEREIRA,

Mortgagor,

TO

NEWBURGH COMMUNITY DEVELOPMENT
AGENCY,

Mortgagee.

Bond and Mortgage

Dated, November 3, 1988.

Amount, \$ 26,250.00

Due, _____, 19____.

Int. Payable _____

The land affected by the within instrument lies
in the City of Newburgh, Orange Co.,
NY

Record and return to
COMMUNITY DEVELOPMENT
83 Broadway, City Hall
Newburgh, NY 12550

Agenda Item 10.

Release of covenants for 40 Hasbrouck Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Edwin Tolentino to the premises known as 40 Hasbrouck Street (Section 38, Block 3, Lot 48)

Una resolución autorizando la ejecución de la libración de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Edwin Tolentino a las instalaciones conocidas como la 40 de la Calle Hasbrouck (Sección 38, Bloque 3, Lote 48)

Background:

Deed issued to Edwin Tolentino in 2001. The statute of limitations has run out and release is recommended.

ATTACHMENTS:

Description	Upload Date	Type
Resolution authorizing execution of a release of covenants for 40 Hasbrouck Street	11/3/2017	Resolution Letter

RESOLUTION NO.: _____-2017

OF

NOVEMBER 13, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO EDWIN TOLENTINO
TO THE PREMISES KNOWN AS 40 HASBROUCK STREET
(SECTION 38, BLOCK 3, LOT 48)**

WHEREAS, on September 4, 2001, the City of Newburgh conveyed property located at 40 Hasbrouck Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 3, Lot 48, to Edwin Tolentino; and

WHEREAS, Mr. Tolentino, by an 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 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, 5 and 6 of the aforementioned deed.

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 40 Hasbrouck Street, Section 38, Block 3, Lot 48, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5 and 6 in a deed dated September 4, 2001, from the CITY OF NEWBURGH to EDWIN TOLENTINO, recorded in the Orange County Clerk's Office on September 13, 2001, in Liber 5627 of Deeds at Page 268 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.

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2017

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

On the _____ day of _____ in the year 2017, 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:

RESOLUTION NO.: _____ - 2017

OF

NOVEMBER 13, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 40 FLEMMING DRIVE (SECTION 2, BLOCK 9, LOT 1)
AT PRIVATE SALE TO ALBERTA BROWN FOR THE AMOUNT OF \$35,000.00**

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 Flemming Drive, being more accurately described as Section 2, Block 9, Lot 1 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 February 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
40 Flemming Drive	2 - 9 - 1	Alberta Brown	\$35,000.00

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 Flemming Drive, City of Newburgh (2-9-1)

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 2017-2018, 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 2017-2018, 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. The 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 February 16, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

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

RECEIVED
10/10/17

Proposal Form

Contact Information:

Name: Alberta Brown
Business Name (If Applicable): _____
Address: 212 Fullerton Ave
City, State & Zip: Newburgh, NY 12550
Home phone: 845-562-3689
Business Phone: N/A
Mobile Phone: 845-591-0759 / 845-742-2649
E-mail: cel212@hotmail.com
Federal I.D. No. (If Applicable): N/A

Property Ownership Information:

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

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ___ N/A X (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ___ No ___ N/A X (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own - as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.):

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ___ No ___ (attach explanation) N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ___ (attach explanation) No ___ N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

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

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 40 Fleming

S-B-L#: 2-9-1

Type of Project:

 X Single Family (includes a condominium unit)

_____ Multi-Family (# of Units_____)

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

For the property types listed above, will it be occupied by the purchaser: Yes___ No___

 Commercial Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 35,000.00

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

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

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$17,450.

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

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

General Contractor: _____

Architect: _____

Engineer: _____

Finances:

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

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

What You Should Attach:

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

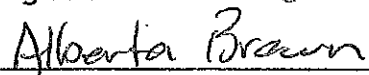
Business Relationship:

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

INFORMATION RELEASE:

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



Signature Date
 Social Security #  Date of Birth: 
Print Name

Submit Application to:

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

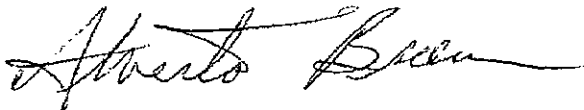
October 27, 2017

David Kohl
Economic Development Specialist
123 Grand St. 1st floor
Newburgh, NY 12550

David:

Thank you for taking the time out to meet with me to view the two City own properties. After further review attached please find my offer for the property on 40 Flemming St. My price is below the current asking price primarily due to my financial situation and the rehab cost associated with the property. I would ask if you could please present this offer to the City Council for their consideration. Thanks in advance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alberta Brown", written in black ink.

Alberta Brown

REHAB ESTIMATE

40 Flemming St.

Window replacement: \$3,800.00

Vinyl siding replacement: \$7,850.00

Repair attached shed: \$1,100.00

Trash removal: \$1,600.00

Mode remediation/cleanout basement: \$800.00

Miscellaneous: \$2300.00

Total rehab cost: \$17,450.00

Alberta Brown



1-800-922-9999

Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

ROP450
P.O. Box 7000
Providence, RI 02940



Checking Account Statement

1 OF 1

Beginning September 01, 2017
through September 30, 2017

CEDRIC L BROWN
ALBERTA BROWN
212 FULLERTON AVE
NEWBURGH NY 12550-3717

Checking

US702

SUMMARY

CEDRIC L BROWN
ALBERTA BROWN
Green Checking
478004-553-0

Balance Calculation

Previous Balance	15.24
Checks	.00 -
Withdrawals & Debits	.00 -
Deposits & Credits	29,213.50 +
Current Balance	29,228.74 =

You can waive the monthly maintenance fee of \$9.99 by maintaining an average daily balance in your account of \$1,500 or by making 5 qualifying transactions that post to your account during the statement period.

Your average daily balance used to qualify this statement period is: \$4,273

Your number of qualifying transactions this statement period is: 0

A Senior waiver is active on your account so monthly maintenance fees are not currently being assessed.

Your next statement period will end on October 31, 2017.

Previous Balance

15.24

TRANSACTION DETAILS

Deposits & Credits

Date	Amount	Description
09/18	716.00	5104 ATM Deposit - MI7715 Newburgh/Midtown Newburgh NY
09/18	497.50	5104 ATM Deposit - MI7715 Newburgh/Midtown Newburgh NY
09/27	28,000.00	5104 ATM Deposit - MI7715 Newburgh/Midtown Newburgh NY



Total Deposits & Credits

29,213.50



Current Balance

29,228.74

Daily Balance

Date	Balance	Date	Balance	Date	Balance
09/18	1,228.74	09/27	29,228.74		

NEWS FROM CITIZENS

--Citizens Bank is committed to respecting your privacy and protecting your personal information. Enclosed is a copy of the 2017 annual Privacy Notice which explains how information is collected and managed, and how you can limit the sharing of that information. If you have any questions about this Privacy Notice, please call us at 877-229-6430 or contact your local branch.

Purchase Proposal Summary

Location: 40 Flemming Drive
Tax Map Number: 7-12-18
Property Class: 210—One Family Residential
Zoning: RL—Residential Low Density
Description: Detached single family home—Year built: 1955; 1000sf; 3 bed rooms with 1.5 baths; lot size: 41 x 100
Condition: Average/Fair
Assessed Value: \$ 99,000
Annual Taxes: \$ 5,148+/-
Selling Price: \$ 59,400 @ 60%

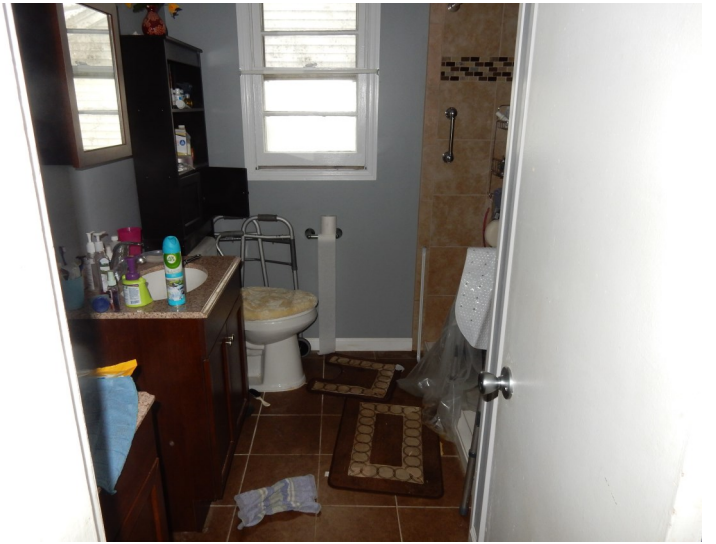
The city acquired this property: April 2017

Offer Information:

Name: Alberta Brown
Offer Price: **\$ 35,000**
Construction Estimate: \$ 17,450
Proof of Financing: Citizens Bank.

Comments: The purchaser recently lost her home in a fire. She is looking to purchase in the City of Newburgh. The property needs some work but apparently has had recent renovations to the kitchen and full bath. There are some mold issues in the basement area, and considerable debris inside the house. But with minimal repairs this could easily be habitable once again.





Interior Photos of 40 Flemming Drive



RESOLUTION NO.: _____ - 2017

OF

NOVEMBER 13, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 110 JOHNSTON STREET (SECTION 18, BLOCK 10, LOT 11)
AT PRIVATE SALE TO JUAN GALAVIZ FOR THE AMOUNT OF \$25,000.00**

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 110 Johnston Street, being more accurately described as Section 18, Block 10, Lot 11 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 February 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
110 Johnston Street	18 - 10 - 11	Juan Galaviz	\$25,000.00

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

Terms and Conditions Sale

110 Johnston Street, City of Newburgh (18-10-11)

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 2017-2018, 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 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. The 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 February 16, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

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

RECEIVED
9/11/17

Proposal Form

Contact Information:

Name: Juan G. Galaviz
Business Name (If Applicable): _____
Address: 209 2nd St
City, State & Zip: Newburgh NY 12550
Home phone: 917-569-6863 / 917-557-9080
Business Phone: _____
Mobile Phone: _____
E-mail: _____
Federal I.D. No. (If Available): _____

Property Ownership Information:

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

If you own property or properties in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry?
Yes ___ (attach explanation) No ☒ N/A ___ (No property owned in the City of Newburgh)

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

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes ___ No ☒ (attach explanation) N/A ___ (No property owned in City of Newburgh)
Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes ___ (attach explanation) No ☒ N/A ___ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

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

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 110 Johnston St. Newburgh Ny 12550

S-B-L#: 18-10-11

Type of Project:

_____ Single Family (includes a condominium unit)

✓ Multi-Family (# of Units 2)

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

For the property types listed above, will it be occupied by the purchaser: Yes ☒ No ☐

☐ Commercial ☐ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 25,000.00

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

Does or will your proposal conform to existing zoning? Yes_____ No_____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 128,400.00 (REVISED 182,000.00)

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

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

General Contractor: ARANO E CONSTRUCTION

Architect: _____

Engineer: _____

Finances:

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

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

What You Should Attach:

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

Business Relationship:

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

INFORMATION RELEASE:

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

Juan G. Galaviz
Signature

09/09/17
Date

Juan G. Galaviz
Print Name

Social Security #

Date of Birth:

Submit Application to:

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



Verification of Information

Account Number: XXXXXX9278
Account Holder: JUAN G GALAVIZ
Dated: 08/04/2017

Share ID	Description	Open Date	Current Balance	Average Daily Balance
08/04/2017 - 08/04/2017				
0000	SAVINGS ITF	06/04/2011	\$39,789.63	\$39,789.63

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

KATIE LEWIS
teller
Hudson Valley FCU
845.463.3011

Email

Print

Cancel

JUAN G GALAVIZ

110 JONHSTON ST NEWBURGH NY 12550

STARING DATE: 12/01/2017

REPAIR COST ESTIMATE AND SCHEDULE

EXTERIOR

STEP, PORCH, DECKS	\$1,300.00
LANSCAPING	\$400.00
GUTTERS/DOWMPOUTS	\$1,200.00
INTERIOR REPAIRS SUBTOTAL	\$2,900.00

INTERIOR

INTERIOR DEMOLITION	\$2,000.00
HEATING SYSTEM	\$4,500.00
PLUMBING	\$46,000.00 54,780
BATHS	\$9,000.00
KITCHENS	\$18,000.00
INSULATION/DRYWALL	\$5,000.00
INTERIOR DOORS	\$1,500.00
ELECTRICITY	\$18,000.00 63,598
TRIM/INTERIOR PAINTING	\$2,500.00
FLOORING	\$15,000.00
INTERIOR SUBTOTAL	\$121,500.00
TOTAL INTERIOR/ EXTERIOR REPAIR	\$124,400.00
OTHER EXPENSIVE	\$4,000.00
TOTAL GENERAL	\$128,400.00 182,778

*We Specialize in Remodeling,
Cabinetry, Roofing, Siding and Decks*

*No Job too big or too small
we do it all*

Arano's Construction
AranoConstruction@gmail.com
845-464-2207
845-505-5499

Construction Contract
Commercial Property

Submitted to: Juan Gregorio Galaviz Date: 10.4.2017

110 Johnston St Newburgh, NY
Street City State Zip Phone

DESCRIPTION OF WORK TO BE COMPLETED:

Description	Cost
<u>Plumbing</u>	
<u>Install 1 new drain pipes (PVC)</u>	
<u>Install 1 new water pipes (PEX) in</u>	
<u>2 bathrooms and 2 Kitchens</u>	
<u>Install 1 new furnaces w/ necessary</u>	
<u>pipng</u>	
	<u>54,780</u>

*****Owner must provide Arano's' Construction with required building permits before any work begins.**

***** Owner is responsible for open line of credit for Arano's Construction to obtain supplies from Home Depot, Lowes or a company of owner's choice**

50% of total estimate is due upon signing of contract. Balance is due at completion of job.
NO PERSONAL CHECKS ACCEPTED, NO EXCEPTIONS. CERTIFIED CHECK, MONEY ORDER, OR CASH ACCEPTED.

Total Estimate: \$ 54,780 Plumbing Deposit: _____ Balance: _____
\$ 63,598 electrical

Estimated date when work will begin : _____

Estimated date of substantial completion : _____

110 Johnston St
Newburgh, NY

Detailed Requirements

Description

Electrical work

Cost

\$ 63,598

Install all new electrical wiring for
2 apartments in all areas
(Livingroom, Kitchen, bathroom, Kitchen ect.)

Install 2 electrical panels
1 per apartment

All electrical wiring will be installed
per city code

This price does not include fixtures
of any kind

ADDITIONAL TERMS AND CONDITIONS

****Arano's Construction is NOT responsible for any fragile items/valuables that are damaged during contracted work. OWNER/AGENT is responsible to secure these items prior to start of job.**

NOTICE OF CANCELLATION -

If customer cancels within 48 hours of this written signed contract, Arano's' Construction reserves the right to keep 50% of the total deposit and 20% of restocking fees if supplies have been ordered.

**Arano's' proposes hereby to furnish materials and labor- complete in accordance with above specifications
If contract is altered in any shape form or fashion both parties must sign and agree to the change**

If within 72 hours client cancels the contract Arano's' Construction reserves the right to keep the 10% of the total deposit and 20% restocking fee on materials.

*****PLEASE NOTE, EXPENSES MAY INCUR IF ADDITIONAL SUPPLIES ARE REQUIRED OR NEEDED OR
THIS CONTRACT IS MODIFIED. BOTH PARTIES MUST SIGN THIS CONTRACT IF IT IS MODIFIED*****

**ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted
You are authorized to do the work. Payment will be made as outlined above.**

DATE OF ACCEPTANCE: _____

Customer (s)/ Owner(s) Signature _____

Arano's' Construction Representative _____

Note:

This proposal may be withdrawn by ARANO'S CONSTRUCTION if not accepted within 30 days.

PRE-APPROVAL NOTICE

Date: 9/18/2017

Juan Galaviz
5 Charlike Circle
Newburgh, NY. 12550

Property Type: **Multi Family**
Loan Terms: FHA 203k Rehab Loan
Purchase Price: \$200,000.00
Down Payment (5%): \$10,000.00
Base Loan Amount: \$190,000.00
Expiration: 11/18/2017

Dear **Juan**:

I am pleased to inform you that based upon **verification of credit and income obtained**; you are pre-qualified for a home loan up to **\$190,000.00**. This Pre-Approval is not based upon a specific property, for any residential multi family primary home of equal or lesser **Purchase Price of \$200,000.00**. Additional documentation might be required. This loan Pre-Approval is subject to the terms and conditions below.

This is not a loan approval. Loan approval and commitment is subject to completion of a mortgage application and conditions that include, but are not limited to:

- An evaluation and review of the property by a licensed and certified appraiser which indicates the home value to be sufficient to support the loan request.
- A satisfactory verification by Meadowbrook Financial Mortgage of all pertinent information, including, without limitation further substantiation of income, credit, property insurance, source of funds, and supporting documentation.
- A Title policy acceptable to Meadowbrook Financial Mortgage.
- Satisfactory receipt and review of credit report for Borrowers to meet minimum credit score requirements.

Thank you for selecting Meadowbrook Financial Mortgage. We look forward to meeting your home financing needs, now and in the future. Once you have selected a property, please call me to complete the application and begin the final approval process. If you should have any questions regarding this pre-qualification, please call me at **PHONE# 845-290-3319**

Sincerely,

Mel Smith

Mel Smith
Regional Manager and NMLS # 71829
Meadowbrook Financial Mortgage Bankers

Purchase Proposal Summary

Location: 110 Johnston Street (east side between Farrington Street and Third Street)

Tax Map Number: 18-10-11

Property Class: 220—Two Family Residential

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

Description: 2-family, 3-story, detached building; Year built: 1900; 2445sf; lot size 23 x 75.

Condition: Poor

Assessed Value: \$ 32,200

Selling Price: \$ 19,320 (60%+/-)

Annual Taxes: \$ 1,642 +/-

The city acquired this property: April 2017

Offer Information:

Name: Juan Galaviz

Offer Price: **\$ 25,000**

Construction Estimate: \$ 182,000+/-

Funding Source: HVFC account; Pre-Approval notice from Meadowbrook Financial Mortgage Bankers.

Comments: The purchaser currently rents in the City of Newburgh. He plans to purchase 110 Johnston Street to restore it and provide housing for himself (temporarily) and for members of his family. In essence, it will practically be an owner-occupied property. The house needs considerable work—as can be seen by the photos and the repair estimates - to make it habitable. He has engaged a local contractor to inspect the property and provide an estimate of the repairs needed.





Interior Photos of 110 Johnston Street



RESOLUTION NO.: _____ - 2017

OF

NOVEMBER 13, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 120 WEST PARMENTER STREET (SECTION 38, BLOCK 2, LOT 42) AND
15 SEQUESTERED ROAD (SECTION 7, BLOCK 1, LOT 14)
AT PRIVATE SALE TO AAMIR MUMTAZ FOR THE AMOUNT OF \$22,830.00

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 120 West Parmenter Street and 15 Sequestered Road, being more accurately described as Section 38, Block 2, Lot 42 and Section 7, Block 1, Lot 14, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
120 West Parmenter Street	38 - 2 - 42	Aamir Mumtaz	\$ 8,070.00
15 Sequestered Road	7 - 1 - 14		\$15,760.00

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

Terms and Conditions of Sale

120 W. Parmenter Street, City of Newburgh (38-2-42)

15 Sequestered Road, City of Newburgh (7-1-14)

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 2017-2018, 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 2017-2018, 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 are vacant and unoccupied. The 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 parcels in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before February 16, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

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

Proposal Form

Contact Information:

Name: AMIR MUMTAZ
Business Name (If Applicable): _____
Address: P.O. Box 12
City, State & Zip: Pleasantville NY 10570
Home phone: _____
Business Phone: 845 988 7382
Mobile Phone: _____
E-mail: amumtazus@yahoo.com
Federal I.D. No. (If Available): _____

Property Ownership Information:

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

If you own property or properties in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry?

Yes ☐ (attach explanation) No ☒ N/A ☐ (No property owned in the City of Newburgh)

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

202 Carson Ave
79-81 City Terr
87 City Terr
40 BenKard

Are you current on all municipal obligations (taxes, water charges, etc.)?

Yes ☒ No ☐ (attach explanation) N/A ☐ (No property owned in City of Newburgh)

Verified (Internal Office Use Only); Date Verified 10/10/17

Do you have any outstanding code violations for properties owned in the City of Newburgh?

Yes ☐ (attach explanation) No ☒ N/A ☐ (No property owned in City of Newburgh)

☐ Verified (Internal Office Use Only); Date Verified 10/10/17

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

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 10015 Sequestered

S-B-L#: 7-1-14

Type of Project:

☒ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units)

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

For the property types listed above, will it be occupied by the purchaser: Yes ☐ No ☒

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 15,760

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

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

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 63,600 + 1 - to be provided after viewing

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

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

General Contractor:

Architect:

Engineer:

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 120 W Parmenter

S-B-L#: 38-2-42

Type of Project:

☒ Single Family (includes a condominium unit)

____ Multi-Family (# of Units____)

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

For the property types listed above, will it be occupied by the purchaser: Yes No X

 Commercial Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 8070

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

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

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 66,100 TH will provide offer price

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

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

General Contractor: Various

Architect: _____

Engineer: _____

Examples of Purchaser's Previous Renovation or Development Experience:

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

Property/Project No. 1

Property/Project No. 2

Property Address: (Please list all addresses (not merely project name). Include street number, street, city and zip code.)	121 W. Parmeter	40 Benker
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner	Owner
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	rehab	rehab
Property Type: (i.e. single-family, multi-family rental or commercial.)	M	M
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	3	3
If commercial, total square footage of project	2500	2800
Total Estimated Development/Rehabilitation Costs	60K	70K
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Rentd	Rentd
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

Finances:

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

I am providing:

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

What You Should Attach:

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

Business Relationship:

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

INFORMATION RELEASE:

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

Signature

Date

Print Name

Social Security #

Date of Birth:

Submit Application to:

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

REPAIR, COST, ESTIMATE AND SCHEDULE	
ESTIMATED START DATE	October-17
15 SEQUESTERED ROAD, NEWBURGH, NY	
EXTERIOR	
ROOF	\$4,000.00
GUTTER/DOWNSPOUTS	\$600.00
WINDOWS/DOORS	\$4,000.00
SIDING/TRIM/EXTERIOR PAINTING	\$5,000.00
FOUNDATION	\$0.00
STEPS, PORCHES, DECKS	\$2,000.00
LANDSCAPING	\$2,000.00
OTHER	\$0.00
EXTERIOR REPAIR SUB TOTAL	\$17,600.00
INTERIOR	
CLEAN-OUT, INTERIOR DEMOLATION	\$4,500.00
REMEDICATION	\$0.00
HEATING SYSYTEM	\$6,000.00
PLUMBING	\$6,000.00
BATHS	\$2,000.00
KITCHENS	\$3,000.00
INSULATION / DRY WALL	\$4,500.00
INTERIOR DOORS	\$1,000.00
TRIM / INTERIOR PAINTING	\$3,000.00
FLOORING	\$4,000.00
FRAMMING	\$6,000.00
ELECTRICAL	\$6,000.00
INTERIOR REPAIR SUBTOTAL	\$46,000.00
TOTAL EXTERIOR & INTERIOR REPAIR COST	\$63,600.00

REPAIR, COST, ESTIMATE AND SCHEDULE	
ESTIMATED START DATE	October-17
120 W Parmenter Street, NEWBURGH, NY	
EXTERIOR	
ROOF	\$6,000.00
GUTTER/DOWNSPOUTS	\$800.00
WINDOWS/DOORS	\$2,300.00
SIDING/TRIM/EXTERIOR PAINTING	\$4,800.00
FOUNDATION	\$0.00
STEPS, PORCHES, DECKS	\$3,600.00
LANDSCAPING	\$2,600.00
OTHER	\$0.00
EXTERIOR REPAIR SUB TOTAL	\$20,100.00
INTERIOR	
CLEAN-OUT, INTERIOR DEMOLATION	\$6,000.00
REMEDICATION	\$0.00
HEATING SYSYTEM	\$6,000.00
PLUMBING	\$6,000.00
BATHS	\$2,000.00
KITCHENS	\$3,000.00
INSULATION / DRY WALL	\$3,500.00
INTERIOR DOORS	\$1,000.00
TRIM / INTERIOR PAINTING	\$3,500.00
FLOORING	\$4,000.00
FRAMMING	\$4,000.00
ELECTRICAL	\$7,000.00
INTERIOR REPAIR SUBTOTAL	\$46,000.00
TOTAL EXTERIOR & INTERIOR REPAIR COST	\$66,100.00

CHASE PRIVATE CLIENT

Printed from Chase Private Client

Aamir (...8075)

Account Information

Account & routing info

Available balance	\$39,172.61
Present balance	\$39,172.61
Interest rate	0.01%
Interest in 2017	\$1.10
Last statement date	Feb 28, 2017

Overdraft Protection

Overdraft protection Off

Debit Card Coverage

Debit card coverage Off



Bank virtually anywhere

Use the Chase Mobile® app to view account activity, deposit checks and pay bills securely. [Learn more >](#)

Account Summary

As of October 10, 2017

AAMIR MUMTAZ

OPS 401(K) PLAN

Plan Number: [REDACTED]

Financial Advisor: Gregory Nappo

Date of Hire: 06/16/2014

Age: 53 years 7 months

YTD Activity - 01/01/2017 to 10/10/2017

for details see Transaction History

Beginning Balance		\$37,195.47
Contributions		\$7,429.09
Market Value Change	↑ 15.71%	\$6,342.97
Ending Balance		\$50,967.53

Personal Rate of Return (as of 09/30/2017)

Quarter	3.93%
One Year	14.73%
Three Year	8.06%

Contributions & Optional Elections

Before-Tax	0%
Roth 401(k)	0%
Save Smart	No

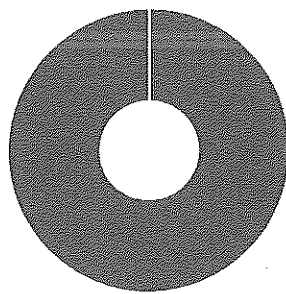
Balance by Contribution Source Type

Source	Vested Balance	Balance
Employee Before-Tax	\$39,248.05	\$39,248.05
Rollover	\$11,719.48	\$11,719.48
Total Balance	\$50,967.53	\$50,967.53

Balance by Investment Funds

Investment Fund	Future Contribution Percent	Price	Units/ Shares	Balance
T. Rowe Price Retirement 2030 Fund - Class R	100%	\$25.680000	1,984.7168	\$50,967.53

Asset Allocation



Asset Category

■ Growth & Income

Growth & Income

October 10th, 2017.

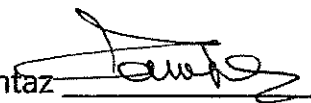
To whom it may concern

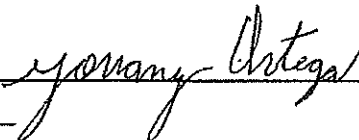
Subject: 15 Sequestered and 120 W Parmenter St. Newburgh

Please find attached account statements to prove availability of funds for renovation of the above properties.

Aamir Mumtaz and Yovani Ortega have agreed to work together for the purpose of real estate acquisition and development.

All parties agree that they are jointly funding the above transaction and attached proof of funds should be considered in entirety when accepting such offers.

Signed: Aamir Mumtaz  Date 10/12/2017

Signed Yovani Ortega  Date 10/11/2017

Bank of America
PO BOX 25118
TAMPA, FL 33622-5118

C3_15754_041316

Yovani Ortega Flores
332 WASHINGTON ST
NEWBURGH NY 12550-5459

Case Number
Date
October, 10 2017
Customer service
800.432.1000
Account information
bankofamerica.com

To: Yovani Ortega Flores

As requested the below information is verification regarding the status of your deposit account(s) with us:

Type of account	Account ending	Current balance	Average balance	Date opened
Checking	8793	\$158,298.43	13,191.53	11/15/11

The average balance information for accounts, if available, is based on the previous three months. For time deposit accounts, such as CDs the average balance information is not available.

We're here to help

We appreciate the opportunity to serve your financial needs. If you have questions, please call us at 800.432.1000.

The Information provided is strictly confidential and intended for use solely by the requesting party and in reliance on your statement of intended purpose or use. The information is furnished as a matter of courtesy without a duty to do so and without responsibility, liability or warranty, express or implied, on the part of Bank of America to you or any third party. Information is obtained from electronic data sources, which may not represent all information in Bank of America's possession. Information is not guaranteed to be accurate and may be a matter of opinion. We do not accept any responsibility for errors, omissions or alterations after delivery. The Information is constantly changing and therefore subject to change without notice. Bank of America will not update this response unless another written inquiry is received. This information applies to the name of the subject of the inquiry as styled in your request and does not include any indirect or related accounts or obligations, unless expressly specified in our response. Bank of America encourages you to contact more than one credit reference prior to making any credit decision. If you received this response by fax, and you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of the information contained in this message is strictly prohibited. If you have received this communication in error, please notify us immediately and return the message to us by mail.



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Property Proposal Summary

Location: 15 Sequestered Road (off Rural Lane near NFA North)
Tax Map Number: 7-1-14
Property Class: 210 – 1-Family Residence
Zoning: RL— Residential Low Density
Description: 1 1/2-story detached building. Year built: 1900; 1194sf ; lot size—125 x 125.
Condition: Poor
Assessed Value: \$ 32,900
Estimated Annual Taxes: \$ 1,710 +/-
Selling Price: \$ 15,760 @ 40% +/- (of \$39,400—2016 Assessment)

The city acquired this property: March 2016

Offer Information:

Name: Aamir Mumtaz
Offer Price: \$ 15,760
Construction Estimate: \$ 63,600 +/-
Proof of Financing: Chase, T. Rowe Price and Bank of America accounts.

Comments: The purchaser owns several other properties in the City of Newburgh. He bought 40 Benkard from the City of Newburgh, and successfully completed the renovation work on that property. He is currently working on renovating 100 Courtney, and his business partner Yovani Ortega has been quickly working on renovating another formerly City-owned property at 20 Grove Street—a challenging property.

Like the building on 120 W Parmenter Street, this house has been neglected for many years. The interior and exterior need to be renovated. The purchaser plans to rehabilitate the property, and then try to market and sell the property to an owner-occupant purchaser.





Interior Photos



Property Proposal Summary

Location: 120 West Parmenter Street (between Mill & William)
Tax Map Number: 38-2-42
Property Class: 210 – 1-Family Residence
Zoning: RL— Residential Low Density
Description: 1 1/2-story detached building. Year built: 1920; 1692sf ; lot size—50 x 100.
Condition: Poor
Assessed Value: \$ 26,900
Estimated Annual Taxes: \$ 1,391 +/-
Selling Price: \$ 8,070 @ 30%

The city acquired this property: February 2015

Offer Information:

Name: Aamir Mumtaz
Offer Price: \$ 8,070
Construction Estimate: \$ 66,000 +/-
Proof of Financing: Chase, T. Rowe Price and Bank of America accounts.

Comments: The purchaser owns several other properties in the City of Newburgh. He bought 40 Benkard from the City of Newburgh, and successfully completed the renovation work on that property. He is currently working on renovating 100 Courtney, and his business partner Yovani Ortega has been quickly working on renovating another formerly City-owned property at 20 Grove Street—a challenging property.

This building has been neglected for many years. The interior needs a complete rehabilitation. The purchaser plans to renovate the property, and then try to market and sell the property to an owner-occupant purchaser.





Interior Photos



RESOLUTION NO.: _____ - 2017

OF

NOVEMBER 13, 2017

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
A DASNY STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM GRANT
FROM ASSEMBLYMAN FRANK SKARTADOS IN AN AMOUNT
NOT TO EXCEED \$125,000.00
FOR DOWNING PARK AND LOCAL ROAD IMPROVEMENTS**

WHEREAS, the City of Newburgh is requesting to apply for a Dormitory Authority of the State of New York State and Municipal Facilities Program Grant from Assemblyman Skartados in the amount of \$125,000.00 for Downing Park and local road improvements; and

WHEREAS, if awarded, the funds will be used to reconstruct the Veterans Memorial located within Downing Park; improvements to the Downing Park Shelter House; to install lighting and benches; for tree removal, pruning and replacement; and for local road improvements in the City's north end, including ADA compliant curb ramps; and

WHEREAS, the grant requires no City match; and

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

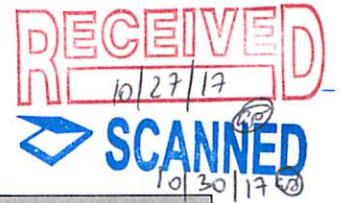
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept if awarded a State and Municipal Facilities Capital Program Grant administered by the Dormitory Authority of the State of New York from Assemblyman Skartados in the amount of \$125,000.00 for Downing Park and local road improvements, with the appreciation and thanks of the City of Newburgh; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York 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 programs 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: Restore Downing Park and local roads	NAME OF DEPARTMENT REQUESTING GRANT:	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Cindy Holmes
NAME OF GRANT/NAME OF AWARING AGENCY: SAM Grant/DASNY	GRANT SUBMITTAL DATE: 10/24/2017	AMOUNT OF AWARD: \$125,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NO	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project: **To replace monument in Downing Park, make repairs to the Shelter House, Lighting improvements -updates & replacement of lighting fixtures, North end paving and ADA curb ramps**

Key Stakeholders:

Project Timeline: (ex. Dates)

SECTION B. FOR REVIEW BY CITY COMPTROLLER



City of Newburgh

GRANT APPLICATION FORM

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

n/a

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

n/a

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

n/a

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER
SIGNATURE:

Kathryn Mack

DATE:

10/24/17

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:

[Signature]

DATE:

OCT 27 2017

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE:

[Signature]



City of Newburgh

GRANT APPLICATION FORM

DATE: 10/26/2017

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:
Can add to 11/9 W.S. + 11/12/17 Council meeting

Capital Project Description and Nomination Form

From the State and Municipal Facilities Program

Please complete the fields below and submit as a digital form to Steve Gold: goldsk@nysa.us

Contact the office of Assemblyman Frank Skartados with any questions. 845-562-0888

Legally Incorporated Name, Address and Telephone Number of Grant Recipient:

Organization Name: City of Newburgh

Mailing Address: 83 Broadway, Newburgh, New York 12550

Phone Number: 845-569-7321

Tax Identification #, (Federal Employer ID# or 501(c) #): 14-6002329

Project Director: Helen Reilly, Grants Administrator

I have read the accompanying document Capital Guidelines (please type in "y/n"): Y

Purpose of Project Funds. Complete this section in general terms – Funds will be used to:

Restore Downing Park and local roads

Project	Cost
Monument	12000
Shelter House	6500
Lighting/benches	47500
Tree removal, pruning, replacing	6000
North End Paving and ADA curb ramps	53000

Total 125000

Total Grant Amount: \$125,000

Date: 10/05/17

STATE AND MUNICIPAL FACILITIES PROGRAM GUIDELINES

GRANTS ARE SUBJECT TO THE ESTABLISHED ELIGIBILITY CRITERIA OF THE RESPECTIVE CAPITAL PROGRAM FROM WHICH THE PROJECT WILL BE FUNDED. IN ADDITION, CAPITAL COMMITMENTS MUST ADHERE TO THE FOLLOWING MINIMUM FUNDING RECOMMENDATION THRESHOLDS:

ELIGIBLE ENTITIES:

- The State of New York and counties, towns, cities and villages located herein;
- water and sewer districts;
- the Metropolitan Transportation Authority;
- colleges and universities;
- public school districts;
- public housing authorities;
- public libraries and library systems;
- public parks and conservancies;
- not for profit fire districts, departments and commissions; and
- volunteer rescue and ambulance squads.

ALLOWABLE USES:

- Construction, improvement, rehabilitation or reconstruction of facilities owned by eligible entities;
- the acquisition of capital facilities and assets by eligible entities, including fixed capital assets; and
- acquisition of certain equipment, including heavy duty road maintenance and construction vehicles pavers, snow plows, street sweepers and heavy duty fire, emergency response and law enforcement vehicles.

Reilly, Helen

From: Diaz, Eliana
Sent: Wednesday, October 11, 2017 11:58 AM
To: Reilly, Helen
Cc: Mack, Kathryn; Fay, Naomi
Subject: FW: Downing Park - Roads Grant
Attachments: Skartados - Newburgh Nomination Form Downing Pk and roads.docx; State and Municipal Facilities Program eligibility guidelines.docx

Hello,

Please see email below and documents attached. Also, please advise if you would like to discuss this matter during today's 2PM meeting with the City Manager.

Thank you

Eliana

From: Steve Gold [mailto:goldsk@nyassembly.gov]
Sent: Thursday, October 05, 2017 4:09 PM
To: Holmes, Cindy <CHolmes@cityofnewburgh-ny.gov>; Ciaravino, Michael <MCiaravino@cityofnewburgh-ny.gov>
Subject: Downing Park - Roads Grant

Cindy - Please find attached a draft of the Nominating Form for the grant we discussed.

Michael - Please review the draft project and if agreed to then complete the project manager section and send it back to me when you are ready.

Thank you,

Steve

Steve Gold, Chief of Staff for Assemblyman Frank Skartados 104 District

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Reference Links:

Frank Skartados Official State Website: <http://www.assembly.state.ny.us/mem/Frank-Skartados>

NYS Assembly Live/Archived Sessions, Public Hearings, Events and Agendas: <http://assembly.state.ny.us/av/>

New York State Public Hearings Calendar: <http://assembly.state.ny.us/leg/?sh=he>

NYS Assembly Bill Search: <http://assembly.state.ny.us/leg/>

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RESOLUTION NO.: _____ - 2017

OF

NOVEMBER 13, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING BEST RESOURCES INCORPORATED IN ITS APPLICATION TO
NEW YORK STATE HOMES AND COMMUNITY RENEWAL FOR FUNDING UNDER
THE NEW YORK MAIN STREET TECHNICAL ASSISTANCE GRANT PROGRAM**

WHEREAS, the Best Resources Incorporated desires to apply for \$20,000 in financial assistance through the 2018 Consolidated Funding Application (CFA) under the New York Main Street Technical Assistance (NYMS-TA); and

WHEREAS, the application proposes funding to assist property owners to complete building renovations to downtown “main street” buildings on William Street between Washington Street and Renwick Street; and

WHEREAS, the proposed funding will contribute to ongoing community revitalization efforts; and

WHEREAS, the grant application requires that the applicant obtain the approval and endorsement of the governing body of the municipality in which the project will be located;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh approves and endorses the 2018 New York Main Street Technical Assistance (NYMS-TA) application for assistance prepared and to be submitted by Best Resources Incorporated.

Passed by the following vote of all City Council Members voting in favor thereof:

Affirmative City Council Members:

Affirmative: #

Negative: #

Abstain: #

I, _____, do hereby certify that Resolution No. ____-2017 was passed at a meeting of the City Council held on November 13, 2017, and is incorporated in the original minutes of said meeting and on file and of record, and that said resolution has not been altered, amended or revoked and is in full force and effect.

[Official Seal of Municipality]

Newburgh Warming Center Expansion

The Newburgh Ministry has informed us that Orange County Legislator Jeffrey Berkman, District 20, has earmarked \$25,000 for Newburgh's homeless population to support a program to address the identified and urgent need of an expanded shelter this winter. The Newburgh Ministry has facilitated discussions throughout the community to determine where there is the capacity to expand present services. The City-Owned property at 104 South Lander has been identified by the group as the most suitable site for an emergency shelter, temporarily (December 2017-March 2018) for this use.

The City will have to partner with a not for profit entity to staff and facilitate the services to be provided at 104 S. Lander through a license agreement. The not for profit will be responsible for identifying a corps of fully trained volunteers to assist with the management of the services.

Additionally, the not for profit will assist with fund raising—it is anticipated that a total of \$50,000 is necessary to run the center for 4 months.

- 1) The not for profit partner's responsibilities will include:

Professional staff – 2 paid part time to cover 7 days a week

Volunteer training and coordination to cover nights and weekends

Supplies: Paper products; cleaning products, toiletries

Cleaning

Food

Liability insurance to cover the program, staff and clients.

Acquisition of cots, blankets and other minor equipment and supplies.

Heat and Electric

- 2) The City of Newburgh will be responsible for the preparation up of the building to include:

Industrial cleaning

Replacement of broken windows,

Keys

Inspection and maintenance of the elevator,

Testing of the sprinkler system,

Testing of plumbing

Paint

Manage a lease for use of the space and will be responsible for the building.

DRAFT

RESOLUTION NO.: _____-2017

OF

OCTOBER 23, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
FOR A MUNICIPAL CERTIFICATE OF NEED FROM
THE NEW YORK STATE DEPARTMENT OF HEALTH FOR
THE PROVISION OF AMBULANCE SERVICE**

WHEREAS, Public Health Law Section 3008(7) permits a city to establish and operate an ambulance service; and

WHEREAS, the City of Newburgh, Orange County, New York (hereinafter "City") has determined that it is in the best interest of the City to establish and operate an ambulance service and/or contract for the operation of the ambulance service pursuant to General Municipal Law Section 122-b; and

WHEREAS, the City Council has determined that all property, property owners and interested persons within the City will be benefited by the establishment and operation of an ambulance service; and

WHEREAS, the City Council has determined that a need for such combined BLS and ALS service exists in the City;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh as follows:

The City of Newburgh, finding need for ambulance service in the City of Newburgh, declares that the City establish and operate an ambulance service, or contract with a qualified third party for operation within the City's boundaries, as shown on the attached map; and it is further resolved, that

The boundaries to be reflected upon the ambulance service certificate shall be the entire limits of the City of Newburgh;

Such ambulance service shall be a basic and advanced life support service; and

The Mayor and City Manager of the City of Newburgh shall be empowered to take all steps necessary to obtain ambulance operating authority, including forwarding this resolution to the New York State Department of Health, Bureau of Emergency Medical Services.

This service shall take effect immediately upon approval by the SEMSCO or state.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATION: