



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

April 22, 2019
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence (Prayer)/ Momento de Silencio (Rezo)
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on April 8, 2019
Aprobacion del acta de la reunion del Ayuntamiento del 8 de abril de 2019
5. City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. Presentation of Plaques Honoring Departing Members of the City of Newburgh Industrial Development Agency by I.D.A. Chairman Austin Dubois
Presentación de Placas honrando a los miembros salientes de la Agencia de Desarrollo Industrial de la Ciudad de Newburgh por el Presidente del I.D.A., Austin Dubois.
7. Presentation of a Certificate of Recognition for City of Newburgh Resident Emil Valentine on his 100th Birthday by Mayor Torrance R. Harvey and Former Mayor Nicholas Valentine
Presentación de Certificado de Reconocimiento Emil Valentine, residente de la Ciudad de Newburgh, por su cumpleaños número 100 por el Alcalde Torrance R. Harvey y el Ex-Alcalde Nicholas Valentine

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

8. Resolution No. 100-2019 - Transfer from Sewer Fund Contingency to Cover Repairs Made to Water Department's Sewer Main

Resolution amending Resolution No: 364-2018, The 2019 Budget for the City of Newburgh, New York to transfer \$15,053.75 from Sewer Fund Contingency Emergency to Sewer Fund – Other Services to fund a sewer main repair at the Water Department. (Michelle Kelson)

Una resolución enmendando Resolución No. 364-2018, el Presupuesto del 2019 de la Ciudad de Newburgh, Nueva York para transferir \$15,053.75 de los Fondos de Emergencia del Alcantarillado al Fondo del Alcantarillado – Otros Servicios para financiar una reparación del alcantarillado principal en el Departamento de Acueductos. (Michelle Kelson)

9. Resolution No. 101-2019 - Purchase of 394 Liberty Street

Resolution to authorize the conveyance of real property known as 394 Liberty Street (Section 10, Block 1, Lot 41) at private sale to Ronit Weinkrantz for the amount of \$70,000.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 394 de la Calle Liberty (Sección 10, Bloque 1, Lote 41) en una venta privada a Ronit Winkrantz por la cantidad de \$70,000.00. (Ali Church)

10. Resolution No. 102-2019 - Purchase of 2 Lilly Street

Resolution to authorize the conveyance of real property known as 2 Lilly Street (Section 16, Block 5, Lot 11) at private sale to Daniel Guarnaccia and James Guarnaccia for the amount of \$69,900.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 2 de la Calle Lilly (Sección 16, Bloque 5, Lote 11) en una venta privada a Daniel Guarnaccia y James Guarnaccia por la cantidad de \$69,900.00. (Ali Church)

11. Resolution No. 103-2019 - Newburgh Warming/Overnight Shelter - License Agreement 1 month extension

Resolution authorizing the Interim City Manager to execute a one month extension to the agreement with the Newburgh Ministry, Inc. to continue a warming center at 104 South Lander Street through April 30, 2019. (Michelle Kelson)

Una resolución autorizando al Gerente Interino de la Ciudad a ejecutar una extensión de un mes al acuerdo con “Newburgh Ministry, Inc. Para continuar un centro de calentamiento en la 104 de la Calle South Lander hasta el 30 de abril de 2019. (Michelle Kelson)

12. Ordinance No. 4-2019 - Sections 183-13(A) and 183-15(E) - amendment to size of trash cans

Ordinance amending Section 183-13(A) and Section 183-15(E) of the Code of Ordinances of the City of Newburgh increasing the maximum size garbage can. (George Garrison & Michelle Kelson)

Una Ordenanza enmendando Sección 183-13(A) y Sección 183-15(E) del Código de Ordenanzas de la Ciudad de Newburgh incrementando el

tamaño máximo del bote de basura. (George Garrison y Michelle Kelson)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 100 - 2019

OF

APRIL 22, 2019

**RESOLUTION AMENDING RESOLUTION NO: 364-2018, THE 2019 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$15,053.75 FROM
SEWER FUND CONTINGENCY EMERGENCY TO SEWER FUND – OTHER SERVICES
TO FUND A SEWER MAIN REPAIR AT THE WATER DEPARTMENT**

WHEREAS, an amendment to the 2019 Budget is necessary to fund expenses related to the repair of a sewer main which serves the City of Newburgh Water Filtration Plant; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 364-2018, the 2019 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
G.1900.1990 Sewer Fund Contingency Emergency	<u>\$15,053.75</u>	
G.1440.0448 Sewer Fund – Other Services		<u>\$15,053.75</u>
TOTAL:	\$15,053.75	\$15,053.75

VOUCHER

TAM Enterprises, Inc.
114 Hartley Rd.
Goshen, NY 10924

PURCHASE ORDER NO.		
DATE RECEIVED		
FUND AND APPROP. CHARGED		AMOUNT
TOTAL		
VERIFIED	POSTED	
	APPN	CE

VOUCHER NO. _____

CHECK No. _____ DATE PAID _____

CLAIMANT'S INVOICE# 53400

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
2/14/19		See Attached Dos: 2/11/19 - repaired Water Dept's sewer line. RECEIVED APR - 2 2019 CITY ENGINEER *Original CPR on file with Finance Dept. ESG		15,053.75
			TOTAL:	15,053.75

I, Amy Skuti's, CERTIFY THAT THE FOREGOING ACCOUNT IN THE AMOUNT OF \$ 15,053.75 IS TRUE AND CORRECT: THAT THE SERVICES AND DISBURSEMENTS CHARGED THEREIN WERE RENDERED TO OR FOR THE CITY OF NEWBURGH ON THE DATES STATED; THAT NO PART THEREOF HAS BEEN PAID OR SATISFIED; AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE..

3/28/19
DATE

Ashuti S

Admin. Assistant

06.1391475

APPROVED FOR PAYMENT

I HEREBY APPROVE THIS CLAIM AND ORDER IT PAID FROM THE APPROPRIATIONS INDICATED ABOVE.

DATE _____

AUTHORIZED OFFICIAL

AUTHORIZED OFFICIAL
Jason C. Morris, P.E.
CITY ENGINEER

DATE _____

COMPTROLLER OR CITY MANAGER

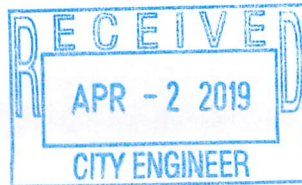


**114 Hartley Road
Goshen, NY 10924**

**Phone: [845]-294-8882
Fax: [845]-294-8883**

Bill To

City of Newburgh
Accts Payable
83 Broadway, 4th Floor
Newburgh, NY 12550



Invoice

Date Invoice #
2/14/2019 53400

P.O. No.

Terms Net 30

Qty	Description	Rate	Amount
	Date of Service: 02/11/19 - Local 17 Union Hall		
	Sewer Main Break- Water Plant Backwash Line: - Cleaned up and disposed of sewer discharge from break. - Fixed sewermain break by cutting out 12" pipe & installing 12" Tee, 12x16 reducer & also installed cap on 16" pipe at grade.		
3.5	Hydro Vac w/ Operator & Laborer- Day Rate:	410.00	1,435.00
4.5	Hydro Vac w/ Operator & Laborer- OT Rate:	530.00	2,385.00
4	Mechanics Truck w/ Mechanic & Laborer- Day Rate:	350.00	1,400.00
4.5	Mechanics Truck w/ Mechanic & Laborer- OT Rate:	470.00	2,115.00
5.75	(2) Tankers @ - Day Rate:	175.00	1,006.25
9	(2) Tankers @ - OT Rate:	237.50	2,137.50
4	(1) Laborer- OT Rate	172.50	690.00
4	(1) Supervisor - Day Rate	150.00	600.00
5	(1) Supervisor - OT Rate	225.00	1,125.00
13,500	Disposal @ \$.16/gallon	0.16	2,160.00
	* All Material Supplied By The City of Newburgh		

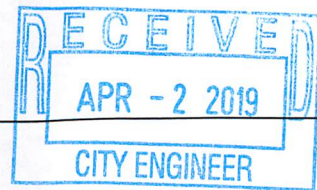
A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts.
Accounts are considered overdue on the 31st day past the invoice date.
You will also be liable for all legal and collection fees.

Total \$15,053.75

Payments/Credit \$0.00

Balance Due \$15,053.75

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
Excavation Services • Emergency Sewer By-pass Pumping • Emergency Utility Services



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB central number.

NAME OF CONTRACTOR ☒ SUBCONTRACTOR ☐				ADDRESS				OMB No.: 1215-01 OMB			
TAM Enterprises, Inc				114 Hartley Road Goshen, NY 10924							
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION				PROJECT OR CONTRACT NO.			
		2/17/2019		City of Newburgh				Local 17 Union Hall			

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO OF WITHHOLDING	(3) WORK CLASSIFICATION	OT OR ST	DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				Mon	Tues	Wed	Thur	Fri	Sat	Sun				GROSS	FEDERAL	STATE	OTHER	TOTAL DEDUCTIONS	
				2/11	2/12	2/13	2/14	2/15	2/16	2/17									
Steve Diller 50 Stein Rd Apt 2 Pine Bush, NY 12566 SS#8420	0	Laborer	o	4.5							4.5	\$ 56.85	\$ 388.48						
			s	3.5							3.5	\$ 37.90							
Ryan Kachmarsky 7 Sun Fish Lane Monroe, NY 10950 SS#8574	0	Laborer	o	4							4	\$ 56.85	\$ 227.40						
			s									\$ 37.90							
Anthony Lasaponara III 79 Phillipsburg Rd Goshen, NY 10924 SS# 8395	0	Operator - A	o	4.5							4.5	\$ 77.66	\$ 530.67						
			s	3.5							3.5	\$ 51.77							
Matthew Mauriello 10 Old Minisink Trail Goshen, NY 10924 SS#8931	0	Laborer	o	4.5							4.5	\$ 56.85	\$ 407.43						
			s	4							4	\$ 37.90							
David Roe 165 Montgomery Street Goshen, NY 10924 SS#9788	0	Operator - D	o	0.75							0.75	\$ 119.24	\$ 367.65						
			s	3.5							3.5	\$ 79.49							
Jason Roe 41 Meadowbrook Ln New Windsor, NY 12553 SS#6411	0	Operator - D	o	3.5							3.5	\$ 69.96	\$ 349.80						
			s	2.25							2.25	\$ 46.64							
Randal Torres 105 Route 17A Goshen, NY 10924 SS#8928	0	Laborer	o	4.5							4.5	\$ 56.85	\$ 407.43						
			s	4							4	\$ 37.90							

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gather and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 2/21/2019

I, Anthony Lasaponara President
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
TAM Enterprises, Inc.

114 Hartley Road, Goshen, NY 10924

that during the payroll period commencing on the 11 day of Feb 2019
ending the 17 day of Feb 2019

all persons employed on said project have been paid the full weekly wages earned, that no rebates
have been or will be made either directly or indirectly to or on behalf of said

TAM Enterprises, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
amended (48 Stat, 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described
below:

Medical and IRA

(2) That any payrolls otherwise under this contract required to be submitted for the above period
are correct and complete; that the wage rates for laborers, or mechanics contained therein are
not less than applicable wage rates contained in any wage determination incorporated into the
contract; that the classifications set forth therein for each laborer or mechanic conform with the work
he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists
in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of
Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

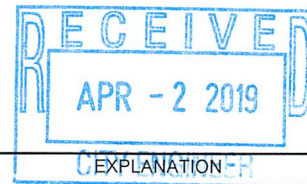
☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the
above referenced payroll, payments of fringe benefits as listed in the contract

have been or will be made to appropriate programs for the benefit of such employees, except as
noted in Section 4 © below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ Each laborer or mechanic listed in the above referenced payroll has been paid, as
indicated on the payroll, an amount not less than the sum of the applicable basic hourly
wage rate plus the amount of the required fringe benefits as listed in the contract, except
as noted in section 4 (c) below.

(c) EXCEPTIONS



EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE

SIGNATURE

Anthony Lasaponara, Pres.

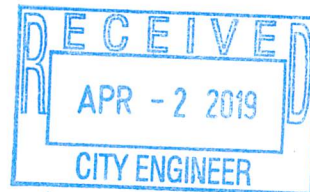
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR
OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND
SECTION 231 OF THE UNITED STATES CODE.

TAM Enterprises, Inc.
114 Hartley Rd
Goshen, NY 10924

En 6



City of Newburgh
Attention: Liz Garrison
83 Broadway, 1st Floor
Newburgh, NY 12550



12550\$5617 0006



RESOLUTION NO.: 101 - 2019

OF

APRIL 22, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 394 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 41)
AT PRIVATE SALE TO RONIT WEINKRANTZ FOR THE AMOUNT OF \$70,000.00

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 394 Liberty Street, being more accurately described as Section 10, Block 1, Lot 41 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager/Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 25, 2019, 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>
394 Liberty Street	10 - 1 - 41	Ronit Weinkrantz	\$70,000.00

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

394 Liberty Street, City of Newburgh (SBL: 10-1-41)

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 **2018-2019**, 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 **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$7,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

Proposal Form

Contact Information:

Name: Ronit Weinkrantz
 Business Name (If Applicable): _____
 Address: 142H Kearsing Parkway
 City, State & Zip: Monsey, NY 10952
 Home phone: 9172021005
 Business Phone: 9172021005
 Mobile Phone: 9172021005
 E-mail: ronit18@gmail.com
 Federal I.D. No. (If Applicable): _____

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: 394 Liberty Street

S-B-L#: 10-1-41

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: \$ 70000

(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: \$ 71335.00

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:

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.	4 Kerestier Court, Monroe, NY 10950	401 W Route 59, Monsey, NY 10952
Role (i.e. owner, partner, general contractor, architect, investor.)	Contractor	Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Moderate Rehabilitation	Moderate Rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	Multifamily	Multifamily
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	1	1
If commercial, total square footage of project	875	1200
Total Estimated Development/Rehabilitation Costs	58000	17000
Current Status of Building (Pre-development, under construction/renovation or completed - Include date completed.)	Complete	Complete
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

Finances:

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

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

What You Should Attach:

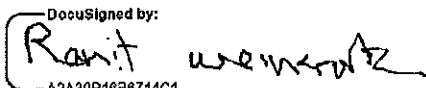
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

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 X

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".

DocuSigned by:

A2A39B16B6714C1...
Signature

Date

Ronit Weinkrantz

Print Name

3/22/2019

Submit Application to:

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

Cross Property Agent Full w Tabs

Listing



MLS#: **4912315** *Active*
 Addr: **394 Liberty Street**
 PO: **Newburgh**
 City/Town: **Newburgh City**
 Village: **None**
 Street Type:
 List Price: **\$64,900**
Orange County
 Zip: **12550-3510**
 Hamlet/Loc.:
 Avail 4/Lease: **No**

P Type: **Single Family**
 Sub/Devel:
 Beds: **2** SqFt: **1,468**
 Baths: **1 (1 0)** Rooms: **6**
 Style: **Two Story**
 Wtr Access: PUD:
 Type: **Detached**
 55+ Comm: **No**
 Acre(s): **0.0802**
 Levels:
 Model:
 Builders Lot #:

Sch Dist: **Newburgh**
 Jr High: **Magnet**
 Elem: **Magnet**
 High: **NFA**

Recent: **03/07/2019 : New Listing**
 Basement: **Full, Unfinished**
 Addl Fees: **No**
 Addl Fee Des:

Attic: **Full, Walkup**
 Yr Blt: **1870/Estimated**
 Cnstrctn: **Frame**
 Fireplaces:
 Yr Reno:

Tax ID#: **331100.010.000-0001-041.000/0000**
 Taxes Include:
 Avail Financing:

Tax: **\$2,450**
 Assmt: **\$38,000**
 HOA\$ Inc:
 Tax Year: **2019(Municipality)**
 Monthly HOA:

Amenities: **Close to Bus, Close to Park, Close to School, Close to Shops, Deck, Walk Out Basement**
 Includes:
 Excludes:
 Parking: **None**
 Heat Zones/Type: **Radiator**
 A/C: **None**
 Hot Water: **Gas Stand Alone**
 Garbage: **Public**
 Lot Description: **Level**
 Elec Co:
 Fuel: **Natural Gas**
 Water: **Municipal**
 Sewer: **Municipal**
 Siding: **Wood**

Public Remarks

2 Bedroom, 1 Bathroom Old Style Two Story home in C/Newburgh! Close to shopping, schools and amenities. Join in Newburgh's renaissance! City of Newburgh owned property. 30 day FIRST LOOK policy. During this time, house is only available to owner occupants and second home buyers. All offers subject to final approval by City Council. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. Email signed form to Showings@riverrealty.com Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr: **CLIENT AND AGENT MUST SIGN RELEASE OF LIABILITY FORM BEFORE ENTERING THE PROPERTY**
 Access for Show: **Broker**
 Directions: **PLANK ROAD EAST TO LEFT ON LIBERTY STREET, HOUSE IS ON THE LEFT**

Appt Ph:
 Owner: **City Of Newburgh**
 LA: **(37432) Lee A Raphael**
 LA Email: **lraphael@riverrealty.com**
 LO: **(RIVMNG) River Realty Services, Inc.**
 CLA:
 CLA Email:
 CLO:
 SA: **0%** BA: **2.5%**

Appt Ph 2:
 REO: **Yes**
 LA Ph: **(845) 564-2800**
 LO Ph: **(845) 564-2800**
 CLA Ph:
 CLO Ph:
 BRA: **0%**

DOM:
 Org Price: **\$64,900**
 Mod/Excl: **NONE**
 List Dt: **03/07/2019**
 Expire Dt: **09/07/2019**
 Agr Type: **ERS**
 Neg Thru: **Listing Agent**
 \$/SqFt: **\$44.21**
 TOM Dt:
 OM Date:

Prepared By: Donna Challacombe

Date Printed: 03/07/2019

OFFICE LOCATION: New City STREET ADDRESS: 268 S Main Street

TOWN NAME: New City STATE: New York ZIP: 10956

PHONE: 845-634-4204 FAX: 845-634-1967

Date: 03/22/2019

PURCHASERS NAME: Ronit Weinkrantz
ADDRESS: 142H Kearsing Parkway, Monsey, NY 10952
TELEPHONE NO.: 9172021005
desires to purchase and

SELLERS NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____
intends to sell the real property known as
PROPERTY ADDRESS 394 Liberty st, Newburgh, NY 12550
upon the following terms and conditions:

1. TOTAL PRICE: \$ 70000 payable as follows:
A. \$ 7000 down payment by cash, bank check or personal check upon the signing of a formal contract of sale,
based upon the terms of this preliminary agreement, delivered to the seller or seller's attorney on or about
; or upon submission of the Contract of Sale via hand delivery or mail;
B. \$ _____ by the purchasers to obtain in a mortgage.
C. \$ 63000 by cash, certified or bank check, upon closing of title.

2. ADJUSTMENTS: All adjustments if any, shall be made in accordance with local bar association customs.

3. PERSONAL PROPERTY: All fixtures and articles of property attached or appurtenant to or used in connection with said premises are included
in the sale as specified in the MLS listing # 4912315 for the premises, unless otherwise specified.

4. CLOSING OF TITLE: Closing of title to take place on or about 04/22/2019

5. BROKER: By their signatures below, the parties agree that Better Homes and Gardens® Real Estate Rand Realty is the real estate broker
that has brought about this meeting of the minds on essential terms of this Purchase Agreement, and the sellers agree to pay
the brokerage commission thereby earned by cash, certified, or bank check.

6. LEAD DISCLOSURE: The seller of any interest in residential in real property is required to provide the Buyer with any
information on lead-based paint hazards from risk assessments or inspections in the Seller's
possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection
for possible lead-based paint hazards may be done prior to purchase and within 10 days of
acceptance of this offer.

7. PRESENTATION: ☐ This offer is to be presented personally by the Buyer's Agent from Rand Realty to the Seller.

8. CONTINGENCIES: This Agreement is contingent upon the following:
☒ a. Attorney Approval
This Agreement is contingent upon Purchaser and Seller obtaining approval of this Agreement by their
respective attorneys as to all matters contained herein.

☐ b. Inspection
This Agreement is contingent on a satisfactory engineering and termite inspection of the property.

☐ c. Mortgage Contingency
This Agreement and the formal contract will be subject to and conditioned upon the ability of the purchasers to secure
a firm mortgage commitment in the amount indicated in Paragraph 1.B. for a period of 30 years, at the prevailing rate
of interest, said commitment to be secured within 30 days of the contract date; purchasers agree to execute all forms
and pay all fees that may be required by the lending institution and to otherwise make a good faith application for said
mortgage commitment.

9. NOTES:
The seller and buyer acknowledge that Better Homes and Gardens® Real Estate Rand Realty has provided written disclosure on seller, buyer and
disclosed dual agency and that we understand that in this transaction, seller ☐ buyer ☒ dual ☐ agency has been established (check applicable box).
THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE.
RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

Ronit Weinkrantz
Purchaser
Ken Busman
Purchaser
Ken Busman
Buyer's Agent

Seller

Seller

Seller's Agent

BUYER ATTORNEY: Ken Busman
ADDRESS: 175 Main Street, White Plains, NY 10601
PHONE: 914-946-6555 FAX: 914-946-6556

SELLER ATTORNEY: _____
ADDRESS: _____
PHONE: _____ FAX: _____

Agent Name: GERALDO SALCEDO

Client Name: RONIT WEINKRANTZ

possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation.

Dual Agent With Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision of the real estate broker. With the informed consent of

the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by GERALDO SALCEDO (print name of licensee) of **Better Homes and Gardens Real Estate Rand Realty**, a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☒ Buyer as a (check relationship below)

☐ Seller's agent

☒ Buyer's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☒ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) RONIT WEINKRANTZ acknowledge receipt of a copy of this disclosure form.

Signature of { ☒ } Buyer(s) and/or { ☐ } Seller(s):

Ronit Weinkrantz

Date: _____

Date: _____

Property Address:	394 Liberty Street		
Buyer Name:	Ronit weinkrantz		
REPAIR COST ESTIMATE AND SCHEDULE			
EXTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	TOTAL COST (MATERIALS + LABOR)
ROOF		1200	950
GUTTERS/DOWNSPOUTS		800	350
WINDOWS		3200	1550
DOORS		1200	550
SIDING/TRIM/EXTERIOR PAINTING		1350	600
FOUNDATION		350	350
STEPS, PORCHES, DECKS		800	500
LANDSCAPING		1800	200
OTHER:			0.00
EXTERIOR REPAIR SUBTOTAL		10,700.00	5,050.00
INTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION		1250	1450
REMEDIATION - LEAD AND/OR ASBESTOS		750	250
HEATING SYSTEM (FURNACES)		1850	450
HOT WATER HEATERS		1250	500
PLUMBING		3850	2000
ELECTRIC		2700	1500
BATH(S)		4800	1800
KITCHEN(S)		5800	3200
INSULATION/DRYWALL		2800	800
INTERIOR DOORS		1250	800
TRIM/INTERIOR PAINTING		2850	2200
FLOORING		3200	1800
OTHER:			0.00
INTERIOR REPAIR SUBTOTAL		32,350.00	16,750.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.			
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)			0.10
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)			71,335.00



Deposit Account Balance Summary

03/19/2019

Requestor information:

RONIT WEINKRANTZ

142 KEARSING PKWY APT H
MONSEY, NY 10952-7246

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
██████████	Premier Checking	12/11/2007	\$153,069.28	\$3,165.00
Customer Information				
RONIT WEINKRANTZ		Sole Owner		

Deposit Account Balance Summary request completed by:

JENNIFER A HOHMANN
(845) 357-1014
Tallman Branch

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

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

Property Proposal Summary

Location: 394 Liberty Street (east side between Broad and Clinton Streets)

Tax Map Number: 10-1-41

Property Class: 210—One Family Residential

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

Description: Detached single family home—Year built: 1870; 1364sf above-grade; walk-up attic; full basement; lot size: 36 x 97

Condition: Fair

Assessed Value: \$ 38,000

Annual Taxes: \$ 1,887+/-

Selling Price: \$ 64,900

The city acquired this property: August 2018

Offer Information:

Name: Ronit Weinkrantz

Offer Price: **\$ 70,000**

Construction Estimate: \$ 71,000+/-

Proof of Financing: Chase account.

Comments: Ms. Weinkrantz currently resides in Monsey, New York but has been looking to relocate to the Newburgh area. The purchaser plans to occupy this home as her primary residence. She is prepared to pay cash for the house—at a price above the list price - and also has the funds to rehabilitate the house.

The house is located in the East End Historic District, across the street from the Mount Saint Mary campus.

The house needs some significant repairs: roof, kitchen, bath, floors, walls, windows, etc. The repair estimate is felt to accurately reflect the work needed to bring this house back to life. Ms. Weinkrantz's husband is skilled in many aspects of home repair and construction. With the help of licensed plumbers and electricians, he feels confident that he can restore this home.





Interior Photos



RESOLUTION NO.: 102 - 2019

OF

APRIL 22, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 2 LILLY STREET (SECTION 16, BLOCK 5, LOT 11)
AT PRIVATE SALE TO DANIEL GUARNACCIA AND JAMES GUARNACCIA
FOR THE AMOUNT OF \$69,900.00

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 2 Lilly Street, being more accurately described as Section 16, Block 5, 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 purchaser be and hereby is confirmed and the City Manager/Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 25, 2019, 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>
2 Lilly Street	16 - 5 - 11	Daniel Guarnaccia James Guarnaccia	\$69,900.00

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

2 Lilly Street, City of Newburgh (SBL: 16-5-11)

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 2018-2019, 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 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

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

its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$5,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

Proposal Form

Contact Information:

Name: Daniel Guarnaccia James Guarnaccia
 Business Name (If Applicable): _____
 Address: 19 Harrison Street
 City, State & Zip: Poughkeepsie, NY 12601
 Home phone: 845454-0575
 Business Phone: 845-454-0575
 Mobile Phone: 845-220-8750
 E-mail: dan.guarnaccia@gmail.com
 Federal I.D. No. (If Applicable): _____

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

S-B-L#: 16-55-11

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

_____ Vacant Land (Proposed Use: _____)

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

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

Renovation Estimate (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: \$ \$30,000

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

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

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:

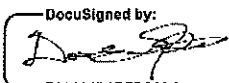
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

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".

DocuSigned by:


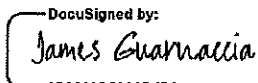
E81624D2DFB24AC...

Signature

Daniel Guarnaccia

Print Name

3/26/2019

DocuSigned by:


3B9366D5082D4B0...

Date

James Guarnaccia

3/26/2019

Submit Application to:

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

Cross Property Agent Full w Tabs

Listing



MLS#: **4902930** Active
 Addr: **2 Lilly Street**
 PO: **Newburgh**
 City/Town: **Newburgh City**
 Village: **None**
 Street Type:
 List Price: **\$69,900**
 Orange County
 Zip: **12550-4303**
 Hamlet/Loc.:
 Avail 4/Lease: **No**

P Type: **Single Family**
 Sub/Devel:
 Beds: **3** SqFt: **1,056**
 Baths: **1 (1 0)** Rooms: **7**
 Style: **Two Story**
 Wtr Access: PUD: Type: **Attached**
 55+ Comm: **No**
 Acre(s): **0.0523**
 Levels: **2.00**
 Model:
 Builders Lot #:

Sch Dist: **Newburgh**
 Jr High: **Magnet**
 Elem: **Magnet**
 High: **NFA**
 Attic: **Scuttle**
 Yr Blt: **1918**
 Cnstrctn: **Frame**
 Fireplaces:
 Yr Reno:

Basement: **Partial**
 Addl Fees: **No**
 Addl Fee Des:

Tax ID#: **331100.016.000-0005-011.000/0000**
 Taxes Include:
 Avail Financing:

Tax: **\$4,343**
 Assmt: **\$79,600**
 HOA\$ Inc:
 Tax Year: **2019 (Municipality)**
 Monthly HOA:

Amenities:

Includes:

Excludes:

Parking:

Heat Zones/Type: **Forced Air**

A/C:

Hot Water: **Gas Stand Alone**

Garbage:

Lot Description:

Elec Co:

Fuel: **Natural Gas**

Water:

Sewer: **Municipal**Siding: **Aluminum, Vinyl**

Public Remarks

Spacious three bedroom home with enclosed front porch located near most shopping, schools and amenities. Join in Newburgh's renaissance! City of Newburgh owned property. All offers subject to final approval by City Council. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. E-Mail signed form to Showings@Riverrealty.com OR fax to 845-564-0700. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr:

Access for Show: **Broker**Directions: **Route 9W North to left onto South Street, left onto Lilly Street.**

Appt Ph:
 Owner: **City of Newburgh**
 LA: **(37432) Lee A Raphael**
 LA Email: **lraphael@riverrealty.com**
 LO: **(RIVMNG) River Realty Services, Inc.**
 CLA:
 CLA Email:
 CLO:
 SA: **0%** BA: **2.5%**

Appt Ph 2:
 REO: **Yes**
 LA Ph: **(845) 564-2800**
 LO Ph: **(845) 564-2800**
 CLA Ph:
 CLO Ph:
 BRA: **0%**

DOM: **63**
 Org Price: **\$69,900**
 Mod/Excl: **NONE**
 List Dt: **01/21/2019**
 Expire Dt: **07/18/2019**
 Agr Type: **ERS**
 Neg Thru: **Listing Agent**
 \$/SqFt: **\$66.19**
 TOM Dt:
 OM Date:

Prepared By: Joanne Majewski

Date Printed: 03/25/2019

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Century 21

Alliance Realty Group

1136 Route 9, Suite U-1

Wappingers Falls, NY 12590

Phone: (845) 297-3700

BROKER LICENSE NUMBER: 31PE0879337

Date: 3/19/19 PURCHASE OFFER AGREEMENT FOR SALE OF REAL ESTATE

MLS # 4902930

PROPERTY: 2 Lilly Street Newburgh NY 12550

Buyer(1): Daniel Guarnaccia

Seller(1): City of Newburgh

Buyer(2): James Guarnaccia

Seller(2):

Address: 19 Harrison St.

Address:

Toughkeepsie NY 12601

FOR THE AMOUNT OF \$ 69,900 Seller concession of: \$ 0 is included.

CONTRACT: \$ 5,000 Check upon signing of the contract on or about 4/8/19

BALANCE DUE: \$ 64,900 Certified funds payable upon taking title to the premises. Subject to purchaser's obtaining financing/mortgage commitment.

MORTGAGE AMOUNT: \$ 64,900

CONTINGENCY OF SALE: Favorable home inspection. Water, Radon, Septic and termite tests. Subject to attorney approval.

NON-REAL ESTATE ITEMS INCLUDED IN PURCHASE Per MLS # 4902930

CLOSING TITLE ON OR ABOUT THE 31ST DAY OF May 2019

The parties hereby agree that Century 21 Alliance Realty Group will be paid a brokerage commission of 2.5 % by the seller from the proceeds of the sale closing. This document will remain in full force and effect unless it is superseded by a more formal contract embodying the same terms and conditions set forth above.

Buyer's Agent: Alan Amfield of Century 21 Alliance Realty Group

PHONE: 845-594-9930

FAX: 845-485-2703

NYS Real Estate License Number: 10301201173

List Agent: Lee Raphael

of River Realty Services

PHONE: 845-564-2800

FAX:

NYS Real Estate License Number:

Buyers Signature (1): Daniel Guarnaccia

Sellers Signature (1):

Buyers Signature (2): James Guarnaccia

Sellers Signature (2):

Buyers Attorney: TBD

Sellers Attorney:

Address:

Address:

Phone:

Fax:

Phone:

Fax:

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Alan Arnold (print name of licensee) of Century 21 Alliance (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☒ Buyer as a (check relationship below)

☐ Seller's agent

☒ Buyer's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) Daniel & James Guarnaccia acknowledge receipt of a copy of this disclosure

form: signature of ☒ Buyer(s) and/or ☐ Seller(s):

Daniel Guarnaccia

James Guarnaccia

Date:

3/20/19

Date:

BID

MARCUS ENTERPRISE
 1184 US RT 209
 CUDDEBACKVILLE NY 12729
 845-672-5715

BID# 1
 DATE: 3-26-2019

TO:

JIM GUARACCIA

TO

2 LILLY ST
 NEWBURGH NY

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	BID TO SHRIP ROOF AND REPAIR WITH NEW CHINGES		\$17,000
	REMOVE OLD STEPS WITH NEW		\$2,200
	RIP UP LIVING ROOM FLOOR AND REPLACE WITH NEW		\$600.00
	RIP OUT OLD KITCHEN REPLACE WITH NEW		\$3,200
	RIP OUT SHEET ROCK ON CELING REPLACE WITH NEW		\$900.00
	Rip up and replace upstairs floor		\$1,000
	Rip out & replace damaged upstairs ceilings		\$250.00
	Upgrade bath room		\$1,100
	Scrape & paint interior & exterior		\$1,000
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$27,250

Make all checks payable to Company Name
 If you have any questions concerning this invoice, contact Name, Phone, Email

THANK YOU FOR YOUR BUSINESS!

March 20, 2019

Congratulations Daniel Guarnaccia and James Guarnaccia on qualifying for a mortgage loan. You are one step closer to your move-in day. **The type and sales price of the mortgage loan are shown below.** This qualification is based on information provided to PrimeLending and an initial credit review, which allowed us to determine your eligibility and initial qualification of financial requirements for the proposed sales price.

- Loan number: **2555002235**
- Sales price: **\$100,000**
- Loan type: **30 Year Federal Housing Administration Fixed Rate**
- Property type: **SFR-Attached**
- Property address: **TBD**
- Number of units: **1**

Once received, the application and supporting documentation will be evaluated in accordance with PrimeLending underwriting criteria. Notification of a credit decision will be provided once a complete application has been submitted and a decision has been made by underwriting.

Among other things, final approval of the loan will require the following:

1. A fully executed sales contract.
2. Verification of income as validated by the IRS, including tax transcripts and tax returns.
3. Verification of assets, adequate reserves and employment must remain unchanged at the time of closing.
4. The transaction complies with PrimeLending underwriting and processing requirements.
5. The subject property satisfies PrimeLending and investor requirements, including but not limited to, appraisal, title, survey, property inspection, condition, any applicable insurance (i.e. hazard, title and/or flood insurance).
6. Remittance of closing costs and/or down payment with verified funds.
7. Satisfaction of any other conditions or requirements specific to final loan approval.

ADDITIONAL CONDITIONS: *** RENOVATION APPROVAL***** CLIENTS ARE APPROVED FOR \$100,000 WITH AN ADDITIONAL \$50,000 IN RENOVATION FUNDS.**

Since 1986, we have helped over half a million homeowners buy a new home, renovate a current home or refinance. We are committed to making your home loan simple by providing trusted guidance, dependable service and a clear and timely process.

Please feel free to call (845) 762-5246 or email sbetterton@primelending.com if you need additional information. We look forward to working with you.

Thank you.



Stephen Betterton
Senior Loan Originator
Direct: (845) 762-5246
Mobile: (914) 879-0411
1555 Route 9 #3,
Wappingers Falls, NY 12590
NMLS: 404702
sbetterton@primelending.com
<http://lo.primelending.com/betterton>

Home Loans Made Simple™

PrimeLending NMLS #13649 shall determine, in its sole discretion, whether the conditions set forth herein are satisfied and reserves the right to unilaterally withdraw this qualification, which may include a refusal to approve the application due to any condition not being met or any material change in risk. This qualification is based on current market conditions and the type of loan selected and does not guarantee loan approval. There are no third-party beneficiaries to this Mortgage Loan Qualification Letter and this Mortgage Loan. The Qualification Letter is solely for the benefit of the parties hereto. This is not a commitment to lend. Program terms, conditions, interest rates, and points reflect today's market and are subject to change without notice.





HudsonValley[®]
FEDERAL CREDIT UNION

P.O. Box 1071 | Poughkeepsie, NY | 12602-1071
845.463.3011 | hvfcu.org

March 2019 Statement of Accounts

Member Account Number

Reporting Activity 03/01/19 - 03/31/19



JAMES GUARNACCIA
19 HARRISON ST
POUGHKEEPSIE NY 12601 - 2617



Account Balances At A Glance

<i>Share Accounts</i>	<i>Balance</i>	<i>YTD Dividends Earned</i>
0000 SAVINGS	\$9,842.60	\$2.21
0001 SAVINGS	\$1,259.11	\$0.51
0200 CHECKING	\$4,281.90	\$0.48
Share Totals	\$15,383.61	\$3.20

Property Proposal Summary

Location: 2 Lilly Street (east side, near the corner with Norton Street)

Tax Map Number: 16-5-11

Property Class: 210—One Family Residential

Zoning: RL—Residential Low Density; CTADD—Colonial Terrace Architectural Design District

Description: Semi-Attached single family home—Year built: 1918; 1056sf above-grade; unfinished basement; lot size: 30 x 76

Condition: Fair

Assessed Value: \$ 94,600

Annual Taxes: \$ 4,692+/-

Selling Price: \$ 69,900

The city acquired this property: August 2018

Offer Information:

Name: Daniel and James Guarnaccia

Offer Price: **\$ 69,900**

Construction Estimate: \$ 27,250 +/-

Proof of Financing: Pre-approval letter from Prime Lending.

Comments: Daniel Guarnaccia intends to reside at 2 Lilly Street. He is currently a student at Mount Saint Mary College, enrolled in the nursing program, but lives in the City of Poughkeepsie. He is purchasing with house with his father's help.

The house needs some repairs to the roof and interior ceiling repairs. Flooring, kitchen, and bath all need updating. The potential purchaser may be making additional repairs. He has been approved for a significant amount for additional repair work.

The property has been vacant for several years. It is semi-attached to another property that has been owner-occupied for many years. Therefore, it was felt to be important to try to find a qualified owner-occupant purchaser for the City-owned portion of this building.





Interior Photos



RESOLUTION NO.: 103 - 2019

OF

APRIL 22, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A ONE MONTH EXTENSION TO THE AGREEMENT
WITH THE NEWBURGH MINISTRY, INC. TO CONTINUE A WARMING CENTER
AT 104 SOUTH LANDER STREET THROUGH APRIL 30, 2019**

WHEREAS, by Resolution No. 318-2018 of October 22, 2018, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with The Newburgh Ministry, Inc. to establish an overnight warming center at 104 South Lander Street; and

WHEREAS, the term of the Agreement began on October 25, 2018 and expires on April 1, 2019; and

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Ministry, Inc. and the operation of the warming center has had on the City of Newburgh by providing overnight shelter to homeless persons during the cold weather season; and

WHEREAS, due to the unusually cold weather extending into the month of April 2019, the City wishes to extend the term of the Agreement for one month until April 30, 2019, and this Council has reviewed the annexed extension agreement and finds that the extension of such Agreement is in the best interests of the City of Newburgh and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute a one month extension agreement with the Newburgh Ministry, Inc. in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require.

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT ("Extension"), made as of this ____ day of _____, 2019, by and between the City of Newburgh, a New York municipal corporation ("City") and Newburgh Ministry, Inc., a New York not-for-profit corporation, ("Newburgh Ministry").

WITNESSETH:

WHEREAS, on October 25, 2018, the City and the Newburgh Ministry executed an Agreement for the administration, operation, and management of an overnight warming center at the building located at 104 South Lander Street, Newburgh, New York; and

WHEREAS, the Agreement terminates on April 1, 2019; and

WHEREAS, the parties desire to extend the term of the Agreement for one month until April 30 2019:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term set forth in Paragraph 3 of the Agreement shall terminate on April 30, 2019 ("Extension Term").
2. All other terms and conditions set forth in the Agreement shall remain in full force and effect during the Extension Term.

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease in duplicate as of the day and year first above written.

CITY OF NEWBURGH

THE NEWBURGH MINISTRY, INC.

By: _____
Name: Joseph P. Donat
Its: Interim Manager
Per Resolution No.:

By: _____
Name: Colin Jarvis
Its:

ORDINANCE NO.: 4 - 2019

OF

APRIL 22, 2019

AN ORDINANCE AMENDING SECTION 183-13(A) AND SECTION 183-15(E)
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
INCREASING THE MAXIMUM SIZE GARBAGE CAN

BE IT ORDAINED by the City Council of the City of Newburgh, New York that Chapter 183, Article II, entitled "Collection Regulations" of the Code of Ordinances is amended as follows:

SECTION 1. Article II. Collection Regulations

Section 183-13. Handling and disposal of waste.

A. Containers for waste. Containers for waste. Wrapped or bagged waste shall be stored in watertight, tightly covered metal or plastic cans not exceeding 95 ~~32~~ gallons in capacity and weighing not more than 100 ~~50~~ pounds when full. Not more than one ~~three~~ containers shall be put out for collection by any single-family residence, nor more than two ~~five~~ containers by any multiple-family residence comprised of two-family or three-family dwellings on any one collection day, except as otherwise provided for herein. Each such container shall be clearly marked with the address of the premises served thereby.

Section 183-15. Collection rules.

E. Commercial waste will be collected by the City only on such days and at such times as shall be scheduled by the Superintendent of Public Works. Premises producing such wastes may set out for collection no more than three ~~six~~ cans or containers on any one collection day. Each and every such premises setting out such commercial waste shall contain such waste in securely sealed clear plastic bags which shall be contained in tightly covered metal or plastic cans, clearly marked with the address of the premises served thereby; each such metal or plastic can set out for collection shall not exceed 95 ~~32~~ gallons in capacity and shall not exceed 100 ~~50~~ pounds when full.

SECTION 2. This ordinance shall take effect on July 1, 2019.

~~Strikethrough~~ denotes deletions

Underlining denotes additions