



The City of Newburgh

PRIVATE OWNER DEVELOPMENT APPLICATION

Submit Applications to:

Department of
Planning & Development
City Hall - 83 Broadway
Newburgh NY 12550
(845) 569-9400

www.cityofnewburgh-ny.gov

Proposal Form

Purchaser(s) Contact Information

Name(s): _____

Name in which title will be held, if different from the name(s) listed above: (e.g. Limited Liability Company ("LLC"), Corporation, etc.): _____

Street Address: _____

City, State & Zip: _____

Mailing Address, if different from above: _____

Phone Number(s): _____

E-mail: _____

(* - If LLC or Corporation is currently in existence, you must provide corporate formation documents including Articles of Organization, Filing Receipt, and Operating Agreement for LLC and Articles of Incorporation, Filing Receipt, and Bylaws for Corporation. For both LLCs and Corporations, you must provide a list of names and addresses of the members or shareholders of the business.)

Purchaser(s) Supplementary Information

*Completion of this "Purchaser(s) Supplementary Information" page is optional. You may answer some, all, or none of the questions. Answering any of the questions below may result in the addition of bonus percentage amounts to your purchase offer. Failure to answer the questions below will not invalidate your application. It will only result in ineligibility for bonus additions to your purchase offer.

Do you intend to reside in the property for which you are bidding? Yes No

If yes, do you intend to reside in the property for more than 5 years? Yes No

If yes, do you intend to reside in the property for more than 10 years? Yes No

Are you currently a City of Newburgh resident? Yes No

If you are a City of Newburgh resident, have you lived in the City of Newburgh for the past 5 years or more?

Yes No

If you are a City of Newburgh resident, do you reside in a federally-subsidized housing unit or are the recipient of a housing voucher assistance from a federal or state program? Yes No

Have you ever owned a home in your personal name before? Yes No

Are you a full-time City of Newburgh employee who has worked for the City for at least one year?

Yes No

Did your household income for the prior tax year qualify as "low income" (80% AMI or less) or "very low income" (50% AMI or less) according the Area Median Income ("AMI") thresholds for Orange County, New York? (see <https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn>)

Yes No

Are you a member of any of the following ethnic or racial minority groups? (You may check more than one designation, if applicable.)

Black or African American

Hispanic or Latino

Asian

American Indian

Other _____

I do not wish to furnish this information.

Purchaser(s) City of Newburgh 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 yes, 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. (Alternatively, you may attach a list of the properties.): _____

If you own property in the City of Newburgh, are any of the properties currently vacant buildings? Yes No If yes, has each property been registered pursuant to the City of Newburgh’s Vacant Building Registration Ordinance? Yes No (If no, attach an explanation.)

If you own property in the City of Newburgh, are any of these properties, or portions of these properties, rented? Yes No If yes, please attach a copy of the current City of Newburgh Rental License for each of the rental properties? Yes No (If no, attach an explanation.)

If you own property in the City of Newburgh, are you current on all municipal obligations (City/County taxes, School taxes, water/sewer bills, sanitation bills)? Yes No (If no, attach an explanation.)

If you own property in the City of Newburgh, do you have any outstanding code violations for properties owned in the City of Newburgh? Yes (If yes, attach an explanation.) No

If you own property in the City of Newburgh, how many properties do you own that have open permits or lack a valid Certificate of Occupancy?

For City of Newburgh Staff Only:

Information above verified by: _____ Date verification completed: _____

* * *

Have you had a previous tax foreclosure in the past seven (7) years on a City of Newburgh property owned by you or you as a member of a business entity? Yes (If yes, attach an explanation) No

Have you had an “interest” as defined in Chapter 34, Article 2 (B) (2) of the City Code (<https://www.ecode360.com/10870512>), in any legislation or contracts, or with any elected City official, in the 12 months prior to the date of this proposal? Yes (If yes, attach an 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 **two (2)**.

Property Address: _____

(Tax Map #: Section-Block-Lot): _____

Type of Property/Project

Will the property be occupied by the purchaser: Yes No

Single Family Home (includes condominium units)

Multi-Family Home (Total # of Units _____)

Mixed Use Building (containing commercial & residential) - Total # of Residential Units: _____

Commercial Only Industrial Only Other: _____

Vacant Lot – Does the vacant lot border your property? Yes No

Purchaser's redevelopment plan for the vacant lot (describe):

New Construction: _____

Property Improvements (fencing, garden, etc.): _____

Other: _____

Offer Purchase Price: \$_____ (An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank. It can be revised after an interior inspection, if an interior inspection is allowed.)

Renovation Estimate (Preliminary or Final) - How much do you estimate the cost of the renovation, demolition or construction work for this project? \$_____

You must submit a renovation cost budget with this application - even if it is only preliminary - for pre-qualifying purposes. In your estimate, please remember that most vacant properties need *significant* repairs before they can be legally occupied.

A blank, sample "Repair Cost Estimate and Schedule" has been included in this application package. Purchasers may use this template or one from your contractor, as long as it contains enough information to estimate the total renovation, demolition or construction cost of the project. Your preliminary estimate can be revised if interior access is allowed to the property.

Who will be doing the work? Self; Self, friends and/or family members; Other(s)

General Contractor: _____

Architect: _____ Engineer: _____

Plumber: _____ Electrician: _____

(Note: Any electrical and plumbing work must be performed by City of Newburgh-licensed electricians and plumbers.)

**Purchaser or Purchaser's Contractor Previous
Renovation, Rehabilitation, or Development Experience**

(Applicants may also attach a list of renovated properties or development experience that contains the information listed below.)

Property #1:

Name of Purchaser/Contractor: _____

Property Address: _____

Type of Property: Single family Multi-family Commercial Mixed-Use (Res./Comm.)

Project Type: Existing Building: Extensive Rehab Moderate Rehab

New Construction

Number of Units in Project: Residential: # of Units: _____ Commercial: # of Units: _____

Status of Project: Completed (Year Completed: _____) Under construction (Estimated

Completion Date: _____) Pre-Development (Estimated Start Date: _____)

Total Estimated Development/Rehab Cost: \$ _____

Property #2:

Name of Purchaser/Contractor: _____

Property Address: _____

Type of Property: Single family Multi-family Commercial Mixed-Use (Res./Comm.)

Project Type: Existing Building: Extensive Rehab Moderate Rehab

New Construction

Number of Units in Project: Residential: # of Units: _____ Commercial: # of Units: _____

Status of Project: Completed (Year Completed: _____) Under construction (Estimated

Completion Date: _____) Pre-Development (Estimated Start Date: _____)

Total Estimated Development/Rehab Cost: \$ _____

Property #3:

Name of Purchaser/Contractor: _____

Property Address: _____

Type of Property: Single family Multi-family Commercial Mixed-Use (Res./Comm.)

Project Type: Existing Building: Extensive Rehab Moderate Rehab

New Construction

Number of Units in Project: Residential: # of Units: _____ Commercial: # of Units: _____

Status of Project: Completed (Year Completed: _____) Under construction (Estimated

Completion Date: _____) Pre-Development (Estimated Start Date: _____)

Total Estimated Development/Rehab Cost: \$ _____

Property #4:

Name of Purchaser/Contractor: _____

Property Address: _____

Type of Property: Single family Multi-family Commercial Mixed-Use (Res./Comm.)

Project Type: Existing Building: Extensive Rehab Moderate Rehab

New Construction

Number of Units in Project: Residential: # of Units: _____ Commercial: # of Units: _____

Status of Project: Completed (Year Completed: _____) Under construction (Estimated

Completion Date: _____) Pre-Development (Estimated Start Date: _____)

Total Estimated Development/Rehab Cost: \$ _____

Purchase and Development Funding Sources

Applicant must provide sources of funding for the purchase of the property and sources of funding sufficient funding for the rehabilitation and/or development of the property.

Proof of funds included with this application (check all that apply):

- Personal or Business Bank Statement**, dated within 30 days of this application. The name on any account statement must match the name of the purchaser, purchasing entity or one of the entity's principals.
 - Lender Mortgage/Funding Pre-Approval Letter**, dated within 30 days of this application. Any pre-approval must be for a mortgage product that is appropriate for the property's condition, and must state that the approved amount covers both the purchase price and the anticipated renovation/rehabilitation costs.
 - Gift Letter**, with a bank statement, dated within 30 days of this application, from the gift grantor.
 - Additional sources of project funding provided:** _____
-

Information Release

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 to verify information supplied as part of this proposal. All information provided is true and accurate to the best of my/our knowledge. By signing, I/we also acknowledge reading and reviewing the City of Newburgh's "Standard Terms and Conditions of Sale" associated with the property.

Signature

Date

Print Name(s)

Signature

Date

Print Name(s)

City of Newburgh Property Disposition Policy

Please refer to the City of Newburgh Department of Planning and Development page on the City of Newburgh's website (<https://www.cityofnewburgh-ny.gov/planning-development>) for the complete Property Disposition Policy and other information related to the purchase of City-owned property.

Application Submission

Only *complete* applications (PODA, repair estimate, proof of funds, credit authorization form, etc.) will be accepted. If the application is for the purchase of a property listed through the City of Newburgh's Real Estate Broker, the application needs to be submitted to the City's Real Estate Broker. For all other property purchases, the application and all supporting material can be submitted to:

City of Newburgh Department of Planning & Development
83 Broadway
Newburgh, New York 12550

REPAIR COST ESTIMATE AND SCHEDULE

EXTERIOR	ESTIMATED START DATE	TOTAL COST (MATERIALS + LABOR)
ROOF		
GUTTERS/DOWNSPOUTS		
WINDOWS		
EXTERIOR DOORS		
SIDING/TRIM/EXTERIOR PAINTING		
FOUNDATION WORK		
STEPS, PORCHES, DECKS, SIDEWALKS		
LANDSCAPING		
DEMOLITION		
OTHER:		
EXTERIOR REPAIR SUBTOTAL		\$
INTERIOR	ESTIMATED START DATE	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION		
REMEDIATION - LEAD AND/OR ASBESTOS		
HEATING SYSTEM (FURNACES OR OTHER UNITS)		
HOT WATER HEATERS		
PLUMBING - Include installation of a sprinkler system for major renovations of 3- story (or more) buildings		
ELECTRIC		
BATH(S) - Fixtures, cabinets, etc.		
KITCHEN(S) - Fixtures, cabinets, etc.		
INSULATION/DRYWALL		
INTERIOR DOORS		
TRIM/INTERIOR PAINTING		
FLOORING		
OTHER:		
INTERIOR REPAIR SUBTOTAL		\$
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.		
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		
TOTAL (Exterior + Interior + Soft Costs + Contingency)		\$

Standard Terms and Conditions of Sale

(This form should be retained by the applicant. It does not need to be included with the submitted application.)

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 **2020-2021**, 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 **2020-2021**, 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 Purchaser** 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.**
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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.
12. 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.
13. 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.
14. 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.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, 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.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. 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.
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 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.

19. 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.
20. **[INSERT IF OWNER-OCCUPANCY RESTRICTION IS APPLICABLE]** 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.
21. **[INSERT IF PROPERTY IS IN EAST-END OR COLONIAL TERRACES HISTORIC DISTRICT]** 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.
22. **[INSERT IF DOWNPAYMENT IS TO BE COLLECTED UPON COUNCIL APPROVAL]** Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable down payment in the amount of (\$) payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the down payment amount shall be credited against the purchase price.

NOTE: THESE TERMS AND CONDITIONS OF SALE CAN BE SUBJECT TO MODIFICATION AND/OR ADDITION PRIOR TO SALE APPROVAL BY THE NEWBURGH CITY COUNCIL.