

City of Newburgh Council Work Session
5:00 pm
November 8, 2012

AGENDA

1. Executive Session:
 - a. Pending Litigation

2. Procedural Items Related to the City Council Meeting of November 13, 2012
 - a. Approval of meeting minutes
 - b. Departmental Reports
 - c. Notices of Claim and Summons'
 - d. A public hearing will be held regarding the 2013 Budget
 - e. Curlie would like to present a plaque to honor Samyr Laine, NFA graduate, to recognize his academic and athletic achievements

3. Community & Economic Development and Real Estate:
 - a. Sealed Bid Update and Property Management Discussion
 - b. Request to Purchase:
 - 196 Dubois Street
 - 210 Ann Street
 - 187 Lander Street
 - 148 Johnston Street
 - c. (Res. 196) Schedule a public hearing for November 26, 2012 regarding CDBG annual plan 2013
 - d. (Res. 197) Leyland Alliance update
 - e. (Res. 198) Authorizing a sub-recipient agreement with Pace University Land Use Law Center as it relates to the TSEC grant funds to provide expedited economic development assistance to companies looking to relocate or expand in the City of Newburgh.

4. Finance Department:
 - a. Office of the State Comptroller's Report – Council Oversight and Revenue Enhancement Opportunities
 - b. Proposed changes to the 2013 budget/fees
 - c. Not-for-Profit Contributions to the City; PILOTs, Curb Taxes, Fees for Service – Mayor Kennedy

- d. (Res. 199) Acceptance of grant in coordination with Orange County for participation in the Youth and Police Initiative in an amount not to exceed \$4,200.00
 - e. (Res. 200) Acceptance of Funding from Orange County Youth Bureau in the amounts of \$9,411.00 for Recreation funding and \$8,438.00 for Service funding.
 - f. (Ord. 7) Ordinance to amend Chapter 163 Fees as it relates to sanitation, water and sewer fees.
5. Discussion:
- a. (Res. 201) Schedule a public hearing for November 26, 2012 regarding a local law enacting City Code Chapter 70 entitled Parking Violations Bureau
 - b. (Res. 202) Appointment of the City's Commissioners of Deeds
 - c. Gun Buy Back update – Councilman Dillard
 - d. (Res. 203) Appointing Natalie McKinstrie to Waterfront Advisory Committee
 - e. Board Opening:
 - Board of Ethics – request for members
 - Human Rights Commission – review of candidate's qualifications
 - f. City Manager search – Mayor Kennedy
6. Executive Session:
- a. Pending Litigation

City of Newburgh, Newburgh New York
Work Session of the City Council

Thursday, October 18, 2012

Members Present: Mayor Judy Kennedy
Councilwoman Regina Angelo
Councilman Curlie Dillard
Councilwoman Gay
Councilman Cedric Brown

Also Present: Richard F. Herbek, City Manager
Michelle Kelson, Corporation Counsel

Call to Order: The meeting was called to order by City Manager Richard F. Herbek at 6:05 pm.

Executive Session: At 7:55 p.m. a motion was made by Councilwoman Gay Lee and seconded by Councilwoman Angelo to enter into executive session regarding matters of pending litigation.

YES: 5
NO: 0
CARRIED

Adjournment: Upon consensus, the Council adjourned the meeting noting the time as 8:55 p.m.

A regular meeting of the City Council of the City of Newburgh was held on Monday, October 22, 2012 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Father Hernandez with St. Patrick's Church and the Pledge of Allegiance was performed in unison.

Present: Mayor Kennedy, presiding; Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee - 5

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the October 4, 2012 Work Session and the October 9, 2012 City Council Meeting be approved.

Ayes- Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

CARRIED

PRESENTATION

Chris Knasiak and Jason Nordlund with the Districting Committee presented the proposed map of the new wards.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Denise Ribble, City of Newburgh, submitted and read the attached comments.

There being no further comments, this portion of the meeting was closed.

MID BROADWAY DEVELOPMENT AGREEMENT

I HAVE THESE QUESTIONS AND RAISE THESE CONCERNS SPECIFICALLY BECAUSE OF PAST AGREEMENTS WHICH HAVE NOT ADDRESSED THEM RESULTING IN LOSSES TO THE CITY (WEST MED TECH, LEYLAND ALLIANCE, LIBERTY STREET SCHOOL, BURTON TOWERS, ETC.). I ALSO UNDERSTAND FROM MR. NORMALIE THAT THE COUNCIL DOES HAVE A LITTLE MORE TIME TO GET THE AGREEMENT RIGHT.

I WOULD LIKE TO KNOW IF IMPACT FEES ARE SPECIFIED IN THIS AGREEMENT AND WHAT DO THEY COVER? HOW WERE THEY CALCULATED?

WHO IS RESPONSIBLE FOR INFRASTRUCTURE IMPROVEMENTS ON SITE AND CONNECTING TO THE SITE?

IS THERE FLEXIBILITY IN THE LANGUAGE FOR BOTH THE DEVELOPER AND THE CITY REGARDING THE COMMERCIAL VENTURE (i.e. if the supermarket is not economically feasible after the market analysis is complete)?

CAN THE COMBINED POLICE AND FIRE STATION CONCEPT BE INCLUDED, IN ADDITION TO FLEXIBLE LANGUAGE REGARDING THE COMMERCIAL VENTURE? THIS COULD POTENTIALLY HELP THE DEVELOPER WITH PUBLIC FUNDING ACQUISITION AND HELP THE CITY'S TAXPAYERS COVER THE COSTS OF THE FIRE AND SAFETY BUILDING WHICH ARE IMMINENT.

AT WHAT POINT WILL DETAILED FINANCIAL PRO FORMA'S BE REQUIRED? WHO WILL EVALUATE THEM? IF NOT ADEQUATE, HOW IS THAT ADDRESSED?

IS THE CITY SIGNING ON TO ANY ASPECT OF PERFORMANCE BONDING?

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

There were no comments.

CITY MANAGER'S STATEMENT

Richard Herbek, City Manager, said that in light of the incident reported in the Times Herald Record last week, he thinks it is only appropriate that he make a statement. *"Last week it was reported in the newspaper that around 7:00 in the evening a woman who is alleged to be a prostitute and drug addict got into my vehicle. That is a true statement. That woman is a woman I have known for some time and who I have been trying to get to enter a methadone or detox program to address some serious issues. Some weeks ago I even met with Linda Muller of the Family Health Center disclosing the woman's name and history in my efforts to get her some help. Some real help. My whole life I have been the kind of person that when something is broken I need to fix it. I have never been able to just let things lay if I believe they are wrong and sometimes that causes problems for me but I believe that is very much what makes me a good City Manager. When I started here three years ago, the City was teetering on the verge of bankruptcy and my need to fix things caused me to wade right in addressing all of the broken things, discarding the evil things, chewing away the corrupt things while trying to salvage the good things. That same character trait of fixing broken things caused me to try to help this woman despite the appearance of it that should have told me otherwise. In retrospect maybe I should have backed away and declined to help because of who she appeared to be. I knew who she was but I tried to help anyway. Perhaps naively I thought that without my help she could die on the streets. I did this not as your City Manager but as a human being and I allowed the human being in me to prevail over the risk of how my behavior could be perceived. In trying to help her I have created a situation that is an embarrassment to the City, to me personally and especially to my wife and family with whom I spent a very difficult weekend. I was so distraught with the weight of all of this that by Sunday morning I called the Mayor and told her that I intended to resign. During the rest of that day and all day today I thought about who I was and the commitment I have made to the people of Newburgh. By resigning I would be abandoning those people, our dedicated staff, three years of our very best efforts and every positive stride the City has made under my leadership leaving the City subject to seeing all of our efforts unraveled. It would be easy to resign. It is hard to stay. It is easy to be a coward and it is hard to stand here and face you but I do so today full of resolve that I will fulfill the commitment that I have made to this City. Nothing in that unfortunate incident impacted my ability to manage the City nor will it impact my ability in the future and I do not intend to turn my back on the City now. This concludes my statement and it is all that I will have to say on this matter. I acknowledge that I did something wrong and I confirm that I will continue to manage the City and lead it out of its problems. I hope you respect that this is a private matter between me and my family and allow me to leave it at that. Thank you."*

RESOLUTION NO.: 180 - 2012

OF

OCTOBER 22, 2012

A RESOLUTION ADOPTING THE CITY OF NEWBURGH
HAZARD COMMUNICATION POLICY

BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby adopts the City of Newburgh Hazard Communication Policy, a copy of which is attached hereto and made a part of this Resolution; and

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

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

180-12

CITY OF NEWBURGH
HAZARD COMMUNICATION PROGRAM
(Employee Right To Know)

PURPOSE

The purpose of this program is to ensure that the City of Newburgh is in compliance with the OSHA Hazard Communication Standard (HCS) 29 CFR 1910.1200 regarding hazardous materials in the workplace.

SCOPE

This program establishes requirements for the use of hazardous material labels and other hazard warning methods, Material Safety Data Sheets (MSDSs), hazardous materials evaluations, annual inventories, and employee information and training on hazardous materials. The program will ensure that:

- All employees have proper training and awareness of hazardous materials in the workplace.
- Material Safety Data Sheets (MSDS) are on file for employee access.
- Proper posting and container labeling are accomplished.

RESPONSIBILITIES

This Program applies to all employees, including contract employees, who may come into contact with or be exposed to hazardous materials at the workplace while performing their normal duties or during emergency conditions. It also applies to those who are involved in the purchase, transportation, or storage of hazardous materials.

Management Shall:

- A. Provide training, keep records of training, and provide copies of those records to appropriate supervisors.
- B. Ensure a list is maintained of all hazardous materials in the workplace.
- C. Ensure that MSDSs are readily available and the locations of MSDS information are identified to employees.

- D. Evaluate the hazard potential of new hazardous materials being introduced into the workplace and recommend safer alternatives, if available.
- E. Provide guidance for labeling of hazardous material containers.
- F. Ensure workplace inspections include evaluations of hazardous material safe handling and storage practices.

Supervisors Shall:

- A. Identify the hazardous materials normally associated with jobs under their supervision and make sure their employees receive the appropriate Hazard Communication training (both general and specialized) before they begin any work assignment involving hazardous materials.
- B. Notify management regarding the use of new hazardous materials. Whenever possible, the least hazardous substance will be procured.
- C. Notify management regarding new uses for existing hazardous materials.
- D. Ensure personnel employ the protective measures prescribed by MSDSs and local operating instructions when working with hazardous materials.
- E. Ensure personnel use, transport, and store hazardous materials in a safe manner.
- F. Ensure hazardous material containers are labeled properly (including portable containers).
- G. Ensure current MSDSs are available for the hazardous materials used.

Employees Shall:

- A. Familiarize themselves with hazard warnings, hazard labels, and MSDSs so they can use this information where needed.
- B. Employ the protective measures prescribed by MSDSs and local operating instructions when working with hazardous materials.

Contractor Requirements:

Contractors are required to have their own Hazard Communication Program. However, the City of Newburgh must provide the contractors with information specific to City operations. The contractors must, in turn, convey this information to their employees.

TRAINING

A. **Initial Training**

For employees whose duties require them to work around hazardous materials, initial training shall be provided by Management before they begin their work assignment. This training will cover the following topics:

1. A summary of the standard and a copy of the written program.
2. Operations in the work area where hazardous materials are present.
3. How to read warning labels and identify the presence or release of hazardous materials.
4. Emergency procedures for spills/accidents, including fire hazards, first aid, clean-up, and disposal.
5. Location and availability of this Hazard Communication Program, including hazardous materials lists and MSDSs.
6. How to read an MSDS and use it to identify (at a minimum):
 - (a) Physical and Health Hazards
 - (b) First Aid Procedures
 - (c) Protective Measures
 - (d) Storage and Handling Procedures
 - (e) Spill Response Procedures

B. **Training for Non-Routine Tasks**

Periodically, employees are required to perform non-routine tasks which may involve hazardous materials. Before starting work on such projects, affected employees shall be given information by their supervisor about the hazards to which they may be exposed.

C. **Specialized Training**

Specialized training shall also be provided on an as-needed basis as new hazards are introduced into the workplace and for hazards that are newly discovered (e.g., from revised MSDS information).

D. **Recurring Training**

On-going training will be provided to employees. The frequency of this training is designed to maintain a heightened level of hazardous material awareness. Hazardous Material awareness training should be conducted at least annually.

HAZARDOUS MATERIAL INFORMATION

- A. All purchases of hazardous materials must include the MSDS with delivery.
- B. A list of workplace hazardous materials can be found in MSDS binders/files.
- C. Workplace MSDSs are located in the Right to Know Station in every department and shall be readily available to all employees.
- D. All MSDSs must be fully completed and received either prior to or at the time of the first shipment of any potentially hazardous chemical is purchased from a vendor.

WARNINGS & LABELING

A. All containers of hazardous materials are to be labeled with the following information:

- (1) Complete identity of the material.
- (2) Appropriate hazard warning and safety precautions.
- (3) Name and address of the manufacturer or other responsible party.

B. If a secondary container is used, it must be labeled with either a copy of the original label or with appropriate generic labels.

C. All warnings and labels must be legible, in English, and prominently displayed on containers, or readily available in the work area throughout each work shift.

ADDITIONAL INFORMATION

Further information on this written program, the Hazard Communication Standard, and applicable Material Safety Data Sheets is available at the 845- 569-7340.

Date Adopted: _____

RESOLUTION NO.: 181 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION TO REJECT A BID MADE BY EDITH RIVERA
FOR CITY OWNED PROPERTY AT PUBLIC AUCTION**

WHEREAS, this Council did, by Resolution No.:122-2012, of July 16, 2012, authorize the sale of several properties at public auction; and

WHEREAS, said public auction was duly held on October 3, 2012; and

WHEREAS, Edith Rivera, the high bidder for Parcel No.: 20, 251 Third Street, Section 22, Block 1, Lot 17, has submitted a written request for the purchase to be cancelled and the deposit made at the auction be refunded; and

WHEREAS, this Council has determined that rejecting the bid is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the bid received for Parcel No.: 20, 251 Third Street, Section 22, Block 1, Lot 17, at the City of Newburgh October 3, 2012 property auction be and is hereby rejected; and

BE IT FURTHER RESOLVED, that the City Comptroller be and she is hereby authorized to refund the deposit and buyers premium paid by Edith Rivera.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 182 - 2012

OF

OCTOBER 22, 2012

A RESOLUTION TO CONFIRM THE SALE OF SEVERAL
CITY OWNED PROPERTIES AT AUCTION AND
TO AUTHORIZE THE EXECUTION OF DEEDS
TO THE RESPECTIVE BUYERS

WHEREAS, this Council did, by Resolution No.:121-2012, of July 16, 2012, authorize the sale of several properties at public auction; and

WHEREAS, said public auction was duly held on October 3, 2012;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following properties to the indicated purchasers be and hereby is confirmed and the City Manager is hereby authorized and directed to execute and deliver a deed to said purchasers upon receipt of the indicated purchase price in cash, money order or bank check, made payable to **THE CITY OF NEWBURGH**, on or before December 3, 2012, subject to the annexed **Terms and Conditions of the Auction**.

<u>Property</u>	<u>S - B - L</u>	<u>Purchaser</u>	<u>Purchase Price</u>
359 Ann Street	34 - 3 - 9	Greca, Inc.	\$32,000.00
61 Campbell Street	23 - 7 - 4	Kathryn Zambito	\$ 5,000.00
87 Carson Avenue	45 - 8 - 10	Steven Rice	\$ 9,500.00
96 Carter Street	22 - 1 - 37	Kareem Earle	\$ 7,500.00
22 City Terrace	29 - 5 - 27	Cristhian Castro	\$ 2,000.00
304 First Street	22 - 6 - 34	Ivan Miller	\$54,000.00
360 First Street	21 - 2 - 15	Vincent Browne	\$ 3,500.00
54 Fowler Avenue	13 - 5 - 22	Cristhian Castro	\$ 1,100.00

<u>Property</u>	<u>S - B - L</u>	<u>Purchaser</u>	<u>Purchase Price</u>
330 Liberty Street	12 - 1 - 16	Percy Smith, Jr.	\$ 2,200.00
374 Liberty Street	10 - 1 - 31	Kathryn Zambito	\$22,500.00
13 Locust Street	25 - 5 - 21	Richard Massimi	\$13,000.00
88 Maple Street	25 - 1 - 52	Cristhian Castro	\$ 7,500.00
255 Powell Avenue	7 - 7 - 18	C. L. Dexter Properties, LLC	\$15,500.00
163 S. William Street	45 - 2 - 2	Jorge A. Arias	\$32,000.00
162 South Street	11 - 3 - 21	Redzep Prelvukic	\$18,500.00
545 South Street	14 - 3 - 9.1	Kathryn Zambito	\$ 7,500.00
7 Van Ness Street	29 - 6 - 3	Fredy Arias	\$38,000.00
144 W. Parmenter Street	38 - 2 - 51	Edith Rivera	\$25,000.00
190 W. Parmenter Street	38 - 1 - 15	Raymond LaChance & Gordon LaChance	\$19,000.00
16 William Street	35 - 3 - 14	Newburgh Property Realty	\$12,000.00
50 William Street	38 - 2 - 36	Chris Schenk	\$ 6,000.00
79 William Street	39 - 2 - 23	All Go To Guys Management, LLC	\$17,000.00
85 William Street	39 - 2 - 21	Agnieszka Pogorzelska	\$22,500.00
87 William Street	39 - 2 - 20	Francisco Mendoza	\$10,500.00
122 William Street	44 - 3 - 17	Monique Bowman	\$10,000.00
135 Wisner Avenue	13 - 5 - 10	Edith Rivera	\$49,500.00

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

18-12

Terms and Conditions of the Auction

DATE: October 3, 2012

TIME: 11:00 A.M.

**LOCATION: Homewood Suites
Newburgh N.Y. 12550**

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and most of 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, except for these properties not acquired by in rem tax foreclosure as follows: 33 City Terrace, Section 29, Block 4, Lot 16 and 251 Third Street, Section 22, Block 1, Lot 17.
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; (e) 2009-2010, 2010-2011 and 2011-2012 school taxes, water rents and assessments, and sewer rents and assessments and any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); and (f) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the public auction.
4. The properties are sold subject to unpaid school taxes for the tax years of 2009-2010, 2010-2011 and 2011-2012, 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 2009-2010, 2010-2011 and 2011-2012, 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.**

For all properties other than 16 William Street, the deed will contain provisions stating that the purchaser is required to either: a) both obtain a building permit within twelve (12) months of the date of the deed and to rehabilitate any existing 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, or b) complete demolition of such building within twelve (12) months of the date of the deed. Within such eighteen (18) month rehabilitation period, the purchaser must either: i) obtain a Certificate of Occupancy for all buildings on the property, or ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy. The deed shall also require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. The deed shall also require that the property may not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued for rehabilitation of the building or demolition of the building is completed. Failure to comply with any of the requirements in the deed shall cause the title to the property to revert to the City of Newburgh. A written request made to the City Manager for an extension of the twelve (12) month building permit period or 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 obtain a building permit or 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.

For 16 William Street, a Certificate of Appropriateness has been issued by the Architectural Review Commission to permit demolition of the existing building located thereon. The deed to such property shall require that demolition of such building be completed within six (6) months of the deed, and shall also provide that the property may not be conveyed to any other person before demolition of the building is completed; otherwise, title shall revert to the City of Newburgh.

6. A property with no existing building and which is substandard in size under zoning, purchased by an adjoining property owner must be merged with the adjoining property at title closing.
7. Properties identified as 146 Chambers Street, Section 18, Block 5, Lot 29 and 279 Liberty Street, Section 18, Block 5, Lot 8 shall be sold as a package. The deed shall contain a provision that the successful bidder shall combine the premises herein, identified as 146 Chambers Street, Section 18, Block 5, Lot 29 and 279 Liberty Street, Section 18, Block 5, Lot 8, as one lot of record within one (1) year of the date of conveyance.
8. All informational tools, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE CITY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
9. The City of Newburgh reserves the right, in its sole discretion, to withdraw from the auction any of the properties listed on the schedule of real property.
10. Notice is hereby given that the properties identified as 61 Campbell Street, Section 23, Block 7, Lot 4; 87 Carson Avenue, Section 45, Block 8, Lot 10; 146 Chambers Street, Section 18, Block 5, Lot 29; 22 City Terrace, Section 29, Block 5, Lot 27; 33 City Terrace, Section 29, Block 4, Lot 16; 279 Liberty Street, Section 18, Block 5, Lot 8; 330 Liberty Street, Section 12, Block 1, Lot 16; 374 Liberty Street, Section 10, Block 1, Lot 31; 163 S. William Street, Section 45, Block 2, Lot 2; 162 South Street, Section 11, Block 3, Lot 21; 81 South Street, Section 19, Block 1, Lot 5; 251 Third Street, Section 22, Block 1, Lot 17; 7-9 Van Ness Street, Section 29, Block 6, Lot 3; 16 William Street, Section 35, Block 3, Lot 14; 50 William Street, Section 38, Block 2, Lot 36; 122 William Street, Section 44, Block 3, Lot 17; 79 William Street, Section 39, Block 2, Lot 23; 85 William Street, Section 39, Block 2, Lot 21; and 87 William Street, Section 39, Block 2, Lot 20 lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provisions of law applicable thereto and it is the sole responsibility of any bidder to redevelop such parcel so designated in accordance with same. In addition to the foregoing, 16 William Street has been issued a Certificate of Appropriateness by the Architectural Review Commission to permit demolition of the existing building located thereon.
11. 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.
12. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
13. 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. Properties may contain paint or other similar surface coating material containing lead. Purchasers shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Bidder acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Bidder 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.

AT THE AUCTION

14. All bidders are required to register and provide suitable personal identification, such as a driver's license and passport, at registration. Auctioneer reserves the right to decline registration if identification is not sufficient. Individuals, other than lawyers, acting on behalf of others, not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized. Incorporated entities, (Inc. , Corp., LLC, etc.) are required to provide a corporate resolution with a corporate seal affixed where applicable, authorizing the purchase of real property, prior to the transfer of title, and are encouraged to provide same at registration,
15. All bidders are required to use the bidder number issued to them for all purposes associated with the auction. A bidder may not bid on behalf of a party who is on the prohibited bidder list. A party will be added to such list if he has defaulted in payment of a purchase price or taxes following a purchase. Previously defaulting parties are not allowed to bid.
16. The former owner of the property, or his agent, shall not be permitted to bid on the property or purchase same at the public auction, unless the amount exceeds the amount of tax arrears. If the former owner reacquires the property, all liens existing prior to the foreclosure, will be reinstated and the purchaser (former owner) must sign an agreement to reinstate the liens.
17. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.
18. The Successful Bidder will execute an Offer to Purchase form at the auction for each property he/she is the successful bidder on. The approval of each bid by Resolution of the Newburgh City Council will bind the bidder only and will not constitute a Contract of Sale and the City reserves the right to reject any bid prior to the closing of title and the recording of the deed.
19. The Successful Bidder shall provide information necessary to complete and shall execute the necessary forms and documents required for recording the deed in the Orange County Clerk's Office. The bidder executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid, unless the City agrees in writing. The deed prepared will be in the name of the successful bidder (and spouse) only. No third party bidding will be accepted, unless the bidder identifies that he is bidding as an agent for a disclosed principal, or unless the bidder is a lawyer.
20. The Successful Bidder shall be responsible for the payment of an eleven percent (11%) buyer's premium (1% buyer's premium discount for cash and other guaranteed funds) in addition to the accepted purchase price, an advertising fee of 1.5% of the bid price, and the closing fees/costs. The "buyer's premium" is the fee/commission earned by the auctioneer. Accepted purchase price is the amount of the bid by the highest bidder, which has been approved by the Newburgh City Council.
21. All required deposits must be paid in full for all successful bids immediately upon being declared the successful bidder. Any successful bidder, who fails to tender the deposit, will be forbidden to participate in this or any other auction. Any parcels which the City did not receive deposits for, per these terms and conditions, will be considered to be defaulted, and the bidder will be disqualified from further bidding. Furthermore, upon a default in payment for any one parcel, either during the auction or subsequent thereto, the bidder shall not be permitted to purchase any other parcel(s) bid on, and any deposit monies paid thereon will be forfeited to the City. Additionally, if a declared high bidder at the auction leaves the auction without making the required down payment, he/she will be prohibited from participating at future auctions held by NYSAuctions.com, Haroff Auction & Realty, Inc., Absolute Auctions & Realty, Inc., and the City of Newburgh reserves the right to take legal action against this high bidder.
22. The terms "bidder", "highest bidder" and "successful bidder" shall all have the same meaning.
23. \$1,000.00 or 20% of the total contract price (total contract price is the combination of the high bid and the buyer's premium, as defined in Section 23 of these terms and conditions), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of an Offer to Purchase Form. Total contract prices selling for less than \$1,000.00 must be paid in full at auction, including all closing costs will be paid with the down payment on the day of the auction for each parcel; to wit; (a) New York State Transfer Tax [\$2.00 for each \$500.00 of the purchase/bid price]; (b) Filing Fee for the Real Property Transfer Report [\$125.00 for residential and \$250 for commercial]; (c) Filing Fee for combined Gains Transfer Tax Affidavit [\$5.00]; and (d) all fees required by the Orange County Clerk for recording of the deed [\$40.00 to record one page deed; \$5.00 for each additional page; and \$.50 for any cross reference]. *Closing costs may be subject to an increase in fees as required by law, without notice.* All

recording costs and transfer taxes shall be paid by the purchaser. All deposits must be made in credit/debit card (Master Card or VISA), cash or guaranteed funds (bank checks/tellers checks/cashiers check) made payable to the "City of Newburgh Comptroller" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions. Wire transfers will not be accepted. The City Comptroller may refund overage of a deposit made in excess of the total contract price plus closing costs/fees once the funds have cleared, or apply said sum to the balance owing on the purchase price.

AFTER THE AUCTION

24. All bids shall be subject to approval by the Newburgh City Council, which shall have the right, in the Council's sole discretion, to reject any bid for any reason whatsoever.
25. The entire balance of the accepted purchase price, the buyer's premium as defined in Section 19 of these terms and conditions, and all closing costs/fees must be paid by cash or guaranteed funds to the City of Newburgh Comptroller's Office on or before December 3, 2012. *The City of Newburgh does not accept credit card payments for the balance of the purchase price, buyer's premium and closing costs/fees after the date of the auction. The City is not required to send notice of acceptance or any other notice to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the deposit shall be forfeited.* The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should any bidder fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the bidder. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
26. Previously defaulting parties from prior auctions or other sales of city property are not allowed to bid. If a purchaser owes any outstanding and delinquent taxes to City of Newburgh, those delinquent taxes must be paid in full prior to closing on any purchases made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.
27. If the successful bidder fails to tender such amount due by the close of business on December 3, 2012, then, the City may, but is not obligated to offer any unsold property to the second highest bidder. All terms and conditions for the sale set forth herein above shall apply to the second highest bidder and/or any other purchaser.
28. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchasers agree that they 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.
29. All sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty 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, its heirs, success or assigns, against City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty arising from this sale.
30. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
31. 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.

32. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
33. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
34. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
35. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 183 - 2012

OF

OCTOBER 22, 2012

A RESOLUTION TO CONFIRM THE SALE OF A
CITY OWNED PROPERTY AT AUCTION AND
TO AUTHORIZE THE EXECUTION OF A DEED
TO THE RESPECTIVE BUYER

WHEREAS, this Council did, by Resolution No.:122-2012, of July 16, 2012, authorize the sale of several properties at public auction; and

WHEREAS, said public auction was duly held on October 3, 2012;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is hereby authorized and directed to execute and deliver a deed to said purchaser upon receipt of the indicated purchase price in cash, money order or bank check, made payable to **THE CITY OF NEWBURGH**, on or before December 3, 2012, subject to the annexed **Terms and Conditions of the Auction**.

<u>Property</u>	<u>S - B - L</u>	<u>Purchaser</u>	<u>Purchase Price</u>
33 City Terrace	29 - 4 - 16	Cristhian Castro	\$ 1,000.00

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

18-12

Terms and Conditions of the Auction

DATE: October 3, 2012

TIME: 11:00 A.M.

**LOCATION: Homewood Suites
Newburgh N.Y. 12550**

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and most of 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, except for these properties not acquired by in rem tax foreclosure as follows: 33 City Terrace, Section 29, Block 4, Lot 16 and 251 Third Street, Section 22, Block 1, Lot 17.
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; (e) 2009-2010, 2010-2011 and 2011-2012 school taxes, water rents and assessments, and sewer rents and assessments and any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); and (f) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the public auction.
4. The properties are sold subject to unpaid school taxes for the tax years of 2009-2010, 2010-2011 and 2011-2012, 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 2009-2010, 2010-2011 and 2011-2012, 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.**

For all properties other than 16 William Street, the deed will contain provisions stating that the purchaser is required to either: a) both obtain a building permit within twelve (12) months of the date of the deed and to rehabilitate any existing 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, or b) complete demolition of such building within twelve (12) months of the date of the deed. Within such eighteen (18) month rehabilitation period, the purchaser must either: i) obtain a Certificate of Occupancy for all buildings on the property, or ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy. The deed shall also require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. The deed shall also require that the property may not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued for rehabilitation of the building or demolition of the building is completed. Failure to comply with any of the requirements in the deed shall cause the title to the property to revert to the City of Newburgh. A written request made to the City Manager for an extension of the twelve (12) month building permit period or 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 obtain a building permit or 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.

For 16 William Street, a Certificate of Appropriateness has been issued by the Architectural Review Commission to permit demolition of the existing building located thereon. The deed to such property shall require that demolition of such building be completed within six (6) months of the deed, and shall also provide that the property may not be conveyed to any other person before demolition of the building is completed; otherwise, title shall revert to the City of Newburgh.

6. A property with no existing building and which is substandard in size under zoning, purchased by an adjoining property owner must be merged with the adjoining property at title closing.
7. Properties identified as 146 Chambers Street, Section 18, Block 5, Lot 29 and 279 Liberty Street, Section 18, Block 5, Lot 8 shall be sold as a package. The deed shall contain a provision that the successful bidder shall combine the premises herein, identified as 146 Chambers Street, Section 18, Block 5, Lot 29 and 279 Liberty Street, Section 18, Block 5, Lot 8, as one lot of record within one (1) year of the date of conveyance.
8. All informational tools, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE CITY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
9. The City of Newburgh reserves the right, in its sole discretion, to withdraw from the auction any of the properties listed on the schedule of real property.
10. Notice is hereby given that the properties identified as 61 Campbell Street, Section 23, Block 7, Lot 4; 87 Carson Avenue, Section 45, Block 8, Lot 10; 146 Chambers Street, Section 18, Block 5, Lot 29; 22 City Terrace, Section 29, Block 5, Lot 27; 33 City Terrace, Section 29, Block 4, Lot 16; 279 Liberty Street, Section 18, Block 5, Lot 8; 330 Liberty Street, Section 12, Block 1, Lot 16; 374 Liberty Street, Section 10, Block 1, Lot 31; 163 S. William Street, Section 45, Block 2, Lot 2; 162 South Street, Section 11, Block 3, Lot 21; 81 South Street, Section 19, Block 1, Lot 5; 251 Third Street, Section 22, Block 1, Lot 17; 7-9 Van Ness Street, Section 29, Block 6, Lot 3; 16 William Street, Section 35, Block 3, Lot 14; 50 William Street, Section 38, Block 2, Lot 36; 122 William Street, Section 44, Block 3, Lot 17; 79 William Street, Section 39, Block 2, Lot 23; 85 William Street, Section 39, Block 2, Lot 21; and 87 William Street, Section 39, Block 2, Lot 20 lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provisions of law applicable thereto and it is the sole responsibility of any bidder to redevelop such parcel so designated in accordance with same. In addition to the foregoing, 16 William Street has been issued a Certificate of Appropriateness by the Architectural Review Commission to permit demolition of the existing building located thereon.
11. 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.
12. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
13. 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. Properties may contain paint or other similar surface coating material containing lead. Purchasers shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Bidder acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Bidder 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.

AT THE AUCTION

14. All bidders are required to register and provide suitable personal identification, such as a driver's license and passport, at registration. Auctioneer reserves the right to decline registration if identification is not sufficient. Individuals, other than lawyers, acting on behalf of others, not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized. Incorporated entities, (Inc., Corp., LLC, etc.) are required to provide a corporate resolution with a corporate seal affixed where applicable, authorizing the purchase of real property, prior to the transfer of title, and are encouraged to provide same at registration,
15. All bidders are required to use the bidder number issued to them for all purposes associated with the auction. A bidder may not bid on behalf of a party who is on the prohibited bidder list. A party will be added to such list if he has defaulted in payment of a purchase price or taxes following a purchase. Previously defaulting parties are not allowed to bid.
16. The former owner of the property, or his agent, shall not be permitted to bid on the property or purchase same at the public auction, unless the amount exceeds the amount of tax arrears. If the former owner reacquires the property, all liens existing prior to the foreclosure, will be reinstated and the purchaser (former owner) must sign an agreement to reinstate the liens.
17. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.
18. The Successful Bidder will execute an Offer to Purchase form at the auction for each property he/she is the successful bidder on. The approval of each bid by Resolution of the Newburgh City Council will bind the bidder only and will not constitute a Contract of Sale and the City reserves the right to reject any bid prior to the closing of title and the recording of the deed.
19. The Successful Bidder shall provide information necessary to complete and shall execute the necessary forms and documents required for recording the deed in the Orange County Clerk's Office. The bidder executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid, unless the City agrees in writing. The deed prepared will be in the name of the successful bidder (and spouse) only. No third party bidding will be accepted, unless the bidder identifies that he is bidding as an agent for a disclosed principal, or unless the bidder is a lawyer.
20. The Successful Bidder shall be responsible for the payment of an eleven percent (11%) buyer's premium (1% buyer's premium discount for cash and other guaranteed funds) in addition to the accepted purchase price, an advertising fee of 1.5% of the bid price, and the closing fees/costs. The "buyer's premium" is the fee/commission earned by the auctioneer. Accepted purchase price is the amount of the bid by the highest bidder, which has been approved by the Newburgh City Council.
21. All required deposits must be paid in full for all successful bids immediately upon being declared the successful bidder. Any successful bidder, who fails to tender the deposit, will be forbidden to participate in this or any other auction. Any parcels which the City did not receive deposits for, per these terms and conditions, will be considered to be defaulted, and the bidder will be disqualified from further bidding. Furthermore, upon a default in payment for any one parcel, either during the auction or subsequent thereto, the bidder shall not be permitted to purchase any other parcel(s) bid on, and any deposit monies paid thereon will be forfeited to the City. Additionally, if a declared high bidder at the auction leaves the auction without making the required down payment, he/she will be prohibited from participating at future auctions held by NYSAuctions.com, Haroff Auction & Realty, Inc., Absolute Auctions & Realty, Inc., and the City of Newburgh reserves the right to take legal action against this high bidder.
22. The terms "bidder", "highest bidder" and "successful bidder" shall all have the same meaning.
23. \$1,000.00 or 20% of the total contract price (total contract price is the combination of the high bid and the buyer's premium, as defined in Section 23 of these terms and conditions), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of an Offer to Purchase Form. Total contract prices selling for less than \$1,000.00 must be paid in full at auction, including all closing costs will be paid with the down payment on the day of the auction for each parcel; to wit; (a) New York State Transfer Tax [\$2.00 for each \$500.00 of the purchase/bid price]; (b) Filing Fee for the Real Property Transfer Report [\$125.00 for residential and \$250 for commercial]; (c) Filing Fee for combined Gains Transfer Tax Affidavit [\$5.00]; and (d) all fees required by the Orange County Clerk for recording of the deed [\$40.00 to record one page deed; \$5.00 for each additional page; and \$.50 for any cross reference]. *Closing costs may be subject to an increase in fees as required by law, without notice.* All

recording costs and transfer taxes shall be paid by the purchaser. All deposits must be made in credit/debit card (Master Card or VISA), cash or guaranteed funds (bank checks/tellers checks/cashiers check) made payable to the "City of Newburgh Comptroller" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions. Wire transfers will not be accepted. The City Comptroller may refund overage of a deposit made in excess of the total contract price plus closing costs/fees once the funds have cleared, or apply said sum to the balance owing on the purchase price.

AFTER THE AUCTION

24. All bids shall be subject to approval by the Newburgh City Council, which shall have the right, in the Council's sole discretion, to reject any bid for any reason whatsoever.
25. The entire balance of the accepted purchase price, the buyer's premium as defined in Section 19 of these terms and conditions, and all closing costs/fees must be paid by cash or guaranteed funds to the City of Newburgh Comptroller's Office on or before December 3, 2012. *The City of Newburgh does not accept credit card payments for the balance of the purchase price, buyer's premium and closing costs/fees after the date of the auction. The City is not required to send notice of acceptance or any other notice to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the deposit shall be forfeited.* The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should any bidder fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the bidder. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
26. Previously defaulting parties from prior auctions or other sales of city property are not allowed to bid. If a purchaser owes any outstanding and delinquent taxes to City of Newburgh, those delinquent taxes must be paid in full prior to closing on any purchases made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.
27. If the successful bidder fails to tender such amount due by the close of business on December 3, 2012, then, the City may, but is not obligated to offer any unsold property to the second highest bidder. All terms and conditions for the sale set forth herein above shall apply to the second highest bidder and/or any other purchaser.
28. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchasers agree that they 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.
29. All sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty 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, its heirs, success or assigns, against City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty arising from this sale.
30. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
31. 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.

32. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
33. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
34. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
35. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 184 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-
ENTRY FROM A DEED ISSUED TO TANYA MAISONET
TO THE PREMISES KNOWN AS 93 CHAMBERS STREET
(SECTION 23, BLOCK 3, LOT 8)**

WHEREAS, on May 5, 1999, the City of Newburgh conveyed property located at 93 Chambers Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 3, Lot 8, to Tanya Maisonet; and

WHEREAS, the law firm of Sweeney, Gallo, Reich & Bolz, LLP, on behalf of their client and current property owner Fannie Mae a/k/a Federal National Mortgage Association has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and recommends such release be granted; and

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

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

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 185 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH
COLLECTION BUREAU HUDSON VALLEY, INC. ("CB/HV")
TO PROVIDE FOR COLLECTION SERVICES**

WHEREAS, the City of Newburgh wishes to enter into the attached Collection Agreement with Collection Bureau Hudson Valley, Inc. ("CB/HV"); and

WHEREAS, this agreement will authorize CB/HV to commence collection procedures against debtors submitted for collection; and

WHEREAS, the fee for the agreement will be Thirty (30%) Percent of all monies collected; and

WHEREAS, this Council has reviewed such agreement and has determined it to be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into and execute the attached agreement to provide for collection services with Collection Bureau Hudson Valley, Inc. in the general form attached hereto, with such other terms and conditions as may be required by Corporation Counsel and the City Manager, same as being in the best interest of the City of Newburgh.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

185-12



Collection Bureau Hudson Valley, Inc

155 North Plank Road • P.O. Box 831 • Newburgh, NY 12550-0831 • Phone 845 561-6880 • 800 745-1395 • Fax 845 913-7403

COLLECTION AGREEMENT

We (Client) hereby authorize Collection Bureau Hudson Valley, Inc. (CBHV) to commence collection procedures against all debtors submitted for collection. Client will submit a copy of an invoice or statement for each account along with the corresponding debtor information.

CLIENT _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NO. _____ CONTACT PERSON _____

FEE SCHEDULE: The commission on all accounts will be 30% of all monies paid regardless of size, age or legal action taken on account.

- CBHV normally acknowledges receipt of your accounts with in five working days
- CBHV will provide all periodic, on-demand and custom reports at no charge
- CBHV never charges you unless we collect

In the event legal action is brought against the client (The City of Newburgh) do to the actions of Collection Bureau of the Hudson Valley Inc., the client would be covered under CBHV's Errors and Omissions/Professional Liability.

CBHV will maintain a \$2,000,000 E & O policy.

Client hereby authorizes CBHV to employ an attorney to represent the Client. The client expressly authorizes CBHV to act in place of the Client when dealing with the attorney and authorizes CBHV to receive any remittance less attorney fees. If CBHV files suit on your accounts, CBHV will advance all legal fees, and is entitled to all monies over and above the principal amount sued for. On accounts requiring legal action, Client will receive written notice for authorization to litigate.

Client hereby authorizes CBHV to endorse for deposit in Clients name and on its behalf remittances received on all accounts. All checks, notes, drafts or other for payment will be deposited into CBHV's trust account. CBHV will remit all monies due client by the end of the month, along with an itemized statement.



Collection Bureau Hudson Valley, Inc

155 North Plank Road • P.O. Box 831 • Newburgh, NY 12550-0831 • Phone 845 561-6880 • 800 745-1395 • Fax 845 913-7403

It is understood that upon acknowledgement, CBHV is to receive our commission on all monies collected by us, paid to you or any other agent, by debtor or third party. Upon acknowledgement, accounts shall remain with CBHV for 12 months unless a mutual agreement is made to return an account to Client prior to that time.

Unless otherwise expressly provided herein, all notices required or permitted under the Trial Services Agreement or this Addendum shall be in writing and shall be transmitted by hand or by U.S. Postal Service or an overnight express service, addressed as follows:

If to the City: City of Newburgh
 Office of the City Manager
 83 Broadway, City Hall
 Newburgh, New York 12550

With a copy to: City of Newburgh
 Office of the Corporation Counsel
 83 Broadway, City Hall
 Newburgh, New York 12550

If to CBHV: Collection Bureau of the Hudson valley
 155 North Plank Road
 Newburgh, New York 12550

This Agreement, contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

SIGNATURE _____ TITLE _____ DATE _____

RESOLUTION NO.: 186 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH COMPUTEL CONSULTANTS
TO PROVIDE UTILITY BILLING ANALYSIS SERVICES
ON BEHALF OF THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh wishes to enter into the attached Consulting Agreement with Computel Consultants ("COMPUTEL") to provide Utility Billing Analysis Services for NYCOM Member Municipalities; and

WHEREAS, this agreement will authorize COMPUTEL to review the City's telephone, electric (including street lighting), natural gas accounts to identify, correct and secure funds for overcharges and to review the Cable Television Franchise agreements to identify underpayments of franchise fees during the prior six-year time period; and

WHEREAS, it is in the best interests of the City to retain the professional services of COMPUTEL to provide utility billing analysis services on a one time fee of forty (40%) percent of any and all recovered refunds and/or credits;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter in a Consulting Agreement in the general form attached hereto, with such other terms and conditions as may be required by Corporation Counsel and the City Manager, same as being in the best interest of the City of Newburgh with Computel Consultants to provide professional services in connection with utility billing analysis services on behalf of the City of Newburgh for a one time fee of forty (40%) percent of any and all recovered refunds and/or credits.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO. 187_ -2012

OF

OCTOBER 22, 2012

BOND RESOLUTION OF THE CITY OF
NEWBURGH, NEW YORK, ADOPTED
OCTOBER 22, 2012, AUTHORIZING
EMERGENCY RECONSTRUCTION OF THE
WEST TRUNK SEWER MAIN AND RELATED
IMPROVEMENTS IN THE CITY, STATING
THE ESTIMATED TOTAL COST THEREOF IS
\$9,144,000, APPROPRIATING SAID AMOUNT
THEREFOR, AND AUTHORIZING THE
ISSUANCE OF NOT TO EXCEED \$9,144,000
BONDS OF SAID CITY TO FINANCE SAID
APPROPRIATION.

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE
COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable
vote of not less than two-thirds of all the members of said City Council) AS
FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New
York (herein called the "City"), is hereby authorized to finance the cost of
emergency reconstruction of the West Trunk sewer main, and related
improvements, at the estimated maximum cost of \$9,144,000, including but not
limited to access roadway, pipe replacement, by pass pumping system, access
manholes, pipe lining, restoration and stabilization of the Quassaick Creek
stream bank. The estimated maximum cost of said specific object or purpose,
including preliminary costs and costs incidental thereto and to the financing
thereof, is \$9,144,000 and said amount is hereby appropriated therefor. The plan

of financing includes the issuance of not to exceed \$9,144,000 bonds of the City to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the aggregate principal amount of \$9,144,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance the appropriation referred to herein.

Section 3. The period of probable usefulness of the specific object or purpose for which said \$9,144,000 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forth (40) years.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall

contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Comptroller/Director of Finance, the chief fiscal officer of the City.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

"The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged."

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in "*The Sentinel*," "*The Mid Hudson Times*," and "*The Hudson Valley Press*," three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

Councilman Brown said that he would like to make a motion to table this. He thinks that it should be sent out for an RFP to see what it would cost for an outside contractor to do the work that is in this resolution and what it would cost to put in a new line parallel to the old line. This is not an emergency as the emergency has just been covered so he thinks that we have time to at least see what else is out there before we spend nine million dollars.

City Manager, Richard Herbek, said that he thinks there might be time constraints that need to be considered here.

City Comptroller, Cheryl Gross, clarified that this is a resolution authorizing the borrowing of the funds. It is not providing for any of the services other than what has been completed for the emergency. There will be bids put out for the rest of the work.

Mayor Kennedy said that nine million doesn't just cover the emergency. She thought that the emergency was 1.2 million.

City Comptroller, Cheryl Gross, said that the E.F.C. (Environmental Facility Corporation) needed to know what the estimate of the whole cost of the work would be. We had to give them the estimated cost to repair and it doesn't matter who is doing the work. They will only borrow right now what we have spent in emergency. Once we get the bids in then they will go to Bond for us for the amount of the bids for the work to be completed.

Mayor Kennedy said that this is an amount not to exceed but it could be less than if we get bids under it.

City Comptroller, Cheryl Gross, said that is correct.

Councilman Dillard asked what the time restraints are.

City Comptroller, Cheryl Gross, said that we have spent, she believes, 2.1 million for the emergencies of the two and they are going to borrow that. They are trying to get it into the December loan for the BAN but everything has to be to them, she believes, by next Monday. We have been working very hard to get them the paperwork and then it goes to their committees to make sure that we do qualify and that we are a hardship case. They are only going to borrow for one year for the amount we have spent in the emergency and then in that year we are supposed to be getting the bids, specs and such and then they will go out to Bond based on that.

Councilman Brown said that he withdraws his motion to table.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 188 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR
THE CHIEF OF POLICE AS MANAGER'S DESIGNEE
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE
CONFIRMING CITY OF NEWBURGH PARTICIPATION
IN THE STOP-DWI PROGRAM
FOR THE PERIOD OF OCTOBER 14, 2012 TO JANUARY 1, 2013
PROVIDING
THE CITY WITH AN AMOUNT NOT TO EXCEED \$2,818.00**

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, to provide for the funding of the STOP-DWI Program within the City of Newburgh for the period of October 14, 2012 and ending January 1, 2013, which includes Thanksgiving, Christmas and the New Year's enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, this Council has determined that entering into such agreement would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger or the Chief of Police as Manager's designee be and he is hereby authorized to execute an agreement with the County of Orange confirming the City's participation in the STOP-DWI Program in order to fund the additional cost of stepped-up police patrols and related court appearances for the period of October 14, 2012 through January 1, 2013, not to exceed \$2,818.00

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 189 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR
THE CHIEF OF POLICE AS MANAGER'S DESIGNEE
TO ENTER INTO AN INTERMUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH
IN CONNECTION WITH THE STOP DWI PROGRAM
TO ACCEPT AN AMOUNT NOT TO EXCEED \$1,000.00
WHICH MAY BE USED SOLELY FOR THE PURCHASE OF EQUIPMENT**

WHEREAS, the City of Newburgh wishes to enter into an Inter-Municipal Agreement with the County of Orange, a copy of which is attached hereto and made a part hereof, in connection with the Stop DWI Program; and

WHEREAS, the County shall provide the City an amount not to exceed \$1,000.00 solely for the purchase of equipment; and

WHEREAS, such equipment includes window tint meters, Pocket Jet TraCS printers, Pocket Jet printer car power cables, Pocket Jet 3 printer USB cables, and thermal printer paper; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into such agreement would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he or the Chief of Police as Manager's is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange in connection with the Stop DWI Program to accept an amount not to exceed \$1,000.00 which may be used solely for the purchase of equipment.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this ____ day of _____, 20__ by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the CITY OF NEWBURGH of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550 by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("DWI Program"). The purpose of the DWI Program is to coordinate and fund county, town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that proper equipment is essential in providing effective police patrols ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the DWI Program, to grant to the MUNICIPALITY the aggregate not to exceed sum of ONE THOUSAND and 00/100 (\$1000.00) to be used solely for the purchase or towards the purchase of window tint meters, Pocket Jet TraCS printers, Pocket Jet printer car power cables, Pocket Jet 3 printer USB cables, thermal printer paper ("Equipment"), which purchase must be made no later than December 31, 2012. The expenditure of these funds, the use of the Equipment, and all activity of the MUNICIPALITY relating to such Equipment, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. ADDITIONAL TERMS OF AGREEMENT

The MUNICIPALITY agrees (i) to purchase and utilize the Equipment pursuant to the terms of this IMA; (ii) to carry out the designated and intended purpose(s) of the Equipment; (iii) that the Equipment shall be made available for use regionally by law enforcement for as long as the Equipment is serviceable and in its possession at the time of the request; (iv) that it shall not dispose of

the Equipment without written permission from the COUNTY; and (v) that it shall, at its own cost and expense, maintain, service, and repair the Equipment (as necessary).

The MUNICIPALITY shall, upon receiving due notice from the COUNTY, have the Equipment (and all associated records, including, but not limited to, all books and documents relevant to the care, maintenance and upkeep of the Equipment) available for a physical inspection and/or audit. For purposes of the Article, due notice shall mean a period of time not to exceed five (5) business days.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the Equipment from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Equipment herein provided. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b) seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the Equipment. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the Equipment to be purchased under this IMA, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the Equipment is returned to the COUNTY or after final disposition of the Equipment. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the Equipment.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or

conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of the Agreement or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights

shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize all Equipment purchased under this IMA in accordance with applicable provisions of all federal, State, and local laws, rules and regulations as are in effect at the time such Equipment is purchased.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

By: _____
Edward A. Diana
County Executive

DATE: _____

MUNICIPALITY

By: *[Signature]*
Name: MICHAEL D. FERRELLA
Title: Police Chief

DATE: 9-26-12

RESOLUTION NO.: 190 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION REQUESTING AN EXEMPTION FROM COUNTY
TAXES FOR THE CITY'S RESERVOIR AND FILTER PLANT
PROPERTIES FOR THE YEAR 2014**

BE IT RESOLVED, by the Council of The City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to request a real property tax exemption from real property taxes to be levied by the County of Orange on all of the City's reservoir and filter plant properties, and the buildings and improvements thereon, and to be constructed thereon in the Town of Newburgh and the Town of New Windsor, pursuant to the provisions of Section 406, subdivision 3, of the Real Property Tax Law of the State of New York.

The requested exemption would include exemption from all taxation, special ad valorem levies and special assessments through December 31, 2014, so long as the subject premises are used for the aforesaid purposes.

The specific properties involved are as follows:

<u>OWNER</u>	<u>MUNICIPALITY</u>	<u>TAX PARCEL NO.</u>
CITY OF NEWBURGH	TOWN OF NEW WINDSOR	4 - 1 - 38
		4 - 1 - 35
		4 - 3 - 1.1
		4 - 1 - 12.2
		4 - 1 - 9.21
		4 - 1 - 10
		32 - 2 - 53
TOWN OF NEWBURGH		75 - 1 - 17
		97 - 3 - 17
		97 - 2 - 22.1
		97 - 3 - 10
		97 - 1 - 44

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 191 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION TO IMPLEMENT A CITY-WIDE
CURFEW FOR MINORS 16 YEARS OF AGE AND UNDER
ON OCTOBER 30TH AND 31ST
FROM 9:00 P.M. TILL 6:00 A.M.**

WHEREAS, the City of Newburgh has a general obligation to ensure the safety and welfare of the general population of the City including minors, along with protection of private property; and

WHEREAS, October, 30th and 31st are associated with Halloween related activities, including "Trick or Treating" and other related outdoor activities, some of which might be prejudicial to the safety and welfare of the population and protection of private property; and

WHEREAS, the City of Newburgh determines that the passage of a curfew resolution for Halloween and the preceding night will assist in protecting the welfare of minors by reducing the likelihood of their involvement in inappropriate behavior, while aiding parents or guardians of minors entrusted in their care;

NOW THEREFORE, BE IT RESOLVED:

THIS COUNCIL HEREBY DECLARES a city-wide curfew for minors from 9:00 P.M. until 6:00 A.M. each day, starting at 9:00 p.m. on Tuesday, October 30, 2012, and ending at 6:00 a.m. on Thursday, November 1, 2012; and

BE IT FURTHER RESOLVED, this Council urges all parents to inform their children and supervise the implementation of this City-wide curfew so that we may avoid problems and promote the safety, health and welfare of our City's young people and property owners; and

BE IT FURTHER RESOLVED, that it shall be a defense to a violation of this curfew that the minor was accompanied by the minor's parent or guardian, engaged in an employment activity, or involved in an emergency or other legally justifiable activity.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 192 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN AMENDED LICENSE AGREEMENT EXTENDING THE TERM FOR THE
USE OF THE STADIUM LOCATED AT DELANO-HITCH RECREATION
PARK BY THE NEWBURGH HOOK ELITE BOXING CLUB
AND EBC SPORTS MINISTRY**

WHEREAS, this Council, by Resolution No.: 92-2012 of June 18, 2012, authorized the execution of a license agreement with the Newburgh Hook Elite Boxing Club and EBC Sports Ministry for the use of the stadium located at Delano-Hitch Recreation Park for a youth boxing program; and

WHEREAS, Newburgh Hook Elite Boxing Club and EBC Sports Ministry has expressed interest in extending the term of said license agreement until June 30, 2013; and

WHEREAS, a copy of such amended license agreement is annexed hereto and made a part of this resolution; and

WHEREAS, the City Council has examined such amended license agreement and determined it to be in the best interests of the City of Newburgh and its youth to enter into such license agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy- 5

ADOPTED

AMENDED LICENSE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

THE NEWBURGH HOOK ELITE BOXING CLUB and EBC SPORTS MINISTRY, c/o Leonard Lee, 70 Johnes Street, Newburgh, New York 12550 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for the consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from June 1, 2012 to June 30, 2013.

ARTICLE 2: Obligation of the City.

The City shall grant to the Licensee a revocable license to use the municipal stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for a youth boxing program by the Newburgh Hook Elite Boxing Club for the period of time set forth above pursuant to a written schedule to be submitted to and approved in writing by the City Manager or his designee. The City shall provide space for players/participants in a location in the Delano-Hitch Recreation Park to be determined by the City Manager or his designee.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall provide the City Manager or his designee a written schedule of all programs and other uses of the facility for the term of the Agreement and failure to do so may result in City canceling any or all such program(s). No programs or other uses may be schedule to start after 8:00 p.m.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the facility as is required by their use thereof.

C. The Licensee shall, after each day of programs, return the facility to the City on that same day to a clean condition free of all equipment, garbage and debris. Licensee shall clean up all garbage generated in the area designated for use and deposit in proper trash receptacle. The Licensee shall repair all damage incurred to the area designated for

use during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

D. The Licensee shall have a representative with authority over all programs and activities present at all times. Licensee shall secure the facility after each use. Noise levels shall be kept at appropriate decibel levels so as not to disturb neighbors.

E. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in programs or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servant, employees or invitees during the period of this agreement.

ARTICLE 4: Payment.

The Licensee shall pay to the City, as and for a fee for the use of the facility during the period of this agreement, ONE THOUSAND (\$1,000.00 AND 00/100) DOLLARS.

ARTICLE 5: Insurance.

The Licensee shall not commence any program under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.
2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and

B. That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or
- (b) The Licensee fails to make prompt payment or perform work as required by this agreement; or
- (c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or
- (d) The Licensee is guilty of substantial violation of any provision of this agreement.
- (e) In the event the City elects to stop work or terminate this agreement on any ground or grounds set forth in subparagraphs (a) - (d) of this paragraph, the City shall provide the Licensee with written notice, no less than fourteen (14) days prior

to such stop work or termination of this agreement, of the City's intent to so stop work or terminate this agreement and the ground or grounds therefore. In the event the Licensee shall cure such ground or grounds prior to the date noticed for stop work or termination of this agreement, the City shall not stop work or terminate the agreement on such grounds.

2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances, whether or not the Licensee, its agents or employees have been negligent. The Licensee shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort or kind. The Licensee shall assume all responsibility for risks or casualties of every description, for loss, death or injury to persons or property arising out of the nature of the performance, other than those wholly caused by Acts of God or conditions pre-existing this license. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance.

ARTICLE 11: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 12: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 13: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 14: Notices.

Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Newburgh Hook Elite Boxing Club
c/o Leonard Lee
70 Johnes Street
Newburgh, New York 12550
(845) 857-0612

ARTICLE 15: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 16: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

by: _____

RICHARD F. HERBEK
City Manager

NEWBURGH HOOK ELITE BOXING

CLUB

by: _____

LEONARD LEE

EBC SPORTS MINISTRY

By: _____

DR. BRUCE DAVIS
Pastor

Approved as to form:

MICHELLE KELSON
Corporation Counsel

CHERYL A. GROSS
City Comptroller

RESOLUTION NO.: 193 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) FOR WEST TRUNK SEWER
IMPROVEMENTS PROJECT, DECLARING THE PROJECT TO BE A TYPE II
ACTION, ADOPTING THE ENVIRONMENTAL ASSESSMENT FORM,
FINDING NO SIGNIFICANT ADVERSE IMPACT ON THE
ENVIRONMENT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE ALL SEQRA DOCUMENTS**

WHEREAS, the City of Newburgh currently owns, operates and maintains the combined sewer collection system within the City of Newburgh, including the west trunk line sewer;

WHEREAS, Cured in Place Pipe Liner has been installed within approximately 1,250 feet of the west trunk sewer as a result of a collapse which occurred on July 16, 2012; and

WHEREAS, Cured in Place Pipe Liner has been ordered for approximately 650 feet of additional trunk sewer as a result of a blowout which occurred on October 4, 2012; and

WHEREAS, the City of Newburgh intends to assess the condition of the west trunk sewer, make necessary repairs and/or upgrades to an additional 5,700 feet of the west trunk sewer; and

WHEREAS, the City of Newburgh must evaluate and determine the scope of the necessary permanent repairs to the west trunk sewer and Quassaick Creek Corridor to the damaged sections set forth above and intends to assess the condition of the remainder of the west trunk sewer and make necessary repairs and/or upgrades to an additional 5,700 feet of the west trunk sewer; and

WHEREAS, the City of Newburgh intends to prepare documents necessary to obtain funding through the Environmental Facilities Corporation; and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the Project; and

WHEREAS, pursuant to the SEQRA Regulations, the City has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.6 of the SEQRA Regulations, and (b) examining the short EAF for the Project, including the facts and conclusions on Page 1 and 2 of the EAF, together with other available supporting information, to identify the relevant areas of environmental concern and wishes to establish itself as Lead Agency for the Project.

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

1. The City Council of the City of Newburgh hereby declares itself as the Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6;
2. the Project constitutes a "Type II", as the quoted term is defined in the SEQRA Regulations;
3. adopts Part I of the Environmental Assessment Form;
4. determines, based upon an examination of the short EAF and other available supporting information and considering the magnitude and importance of each area of environmental concern, and based on the city's knowledge of the area surrounding the Project, that the Project will not have a significant adverse environmental impact and will not require the preparation of a Draft Environmental Impact Statement;

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary to complete the SEQRA process for the Project.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

193-12

617.20

Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Barton and Loguidice, P.C.	2. PROJECT NAME West Trunk Sewer Improvements
3. PROJECT LOCATION: Municipality City of Newburgh County Orange	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) The project is located just south of the existing CSX railway and north of Quassaick Creek in the City of Newburgh; see location map attached.	
5. PROPOSED ACTION IS: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Installation of CIPP lining; installation of manhole structures, clearing and grubbing along sewer easement; investigation of integrity of the West Trunk Sewer; stream bank stabilization and restoration as a result of the sewer collapse in July and October, 2012	
7. AMOUNT OF LAND AFFECTED: Initially 4 acres Ultimately 4 acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: The City Zoning Map shows the area being of heavy commercial and light industrial zoning.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: NYSDEC- Freshwater Wetlands Permit, Water Quality Permit, Stream Disturbance; Div. of Dams; Div. of Water; DOH - Project Approval; ACOE; NYSEFC - Project Financing	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment



PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
 Other than temporary disturbances during construction, this project includes the repair of existing infrastructure and is not anticipated to have a negative effect on the environment

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
 This project includes the repair of existing infrastructure. SHPO has been contacted to ensure that this project will not have an impact on resources, however, only temporary disturbances related to construction activities are anticipated

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
 The DEC has been contacted to determine if any threatened or endangered animals are in the project area. However, since this project is to repair or replace existing infrastructure, the project is not anticipated to have long term adverse effects.

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
 This project is to repair existing infrastructure and is not anticipated to alter any current land use, plans or goals

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
 This project is to repair existing infrastructure, and no subsequent growth is anticipated

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:
 Short-term disruption associated with the construction or repair of existing infrastructure

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:
 None have been identified

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?
 Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination.

 Name of Lead Agency

 Date

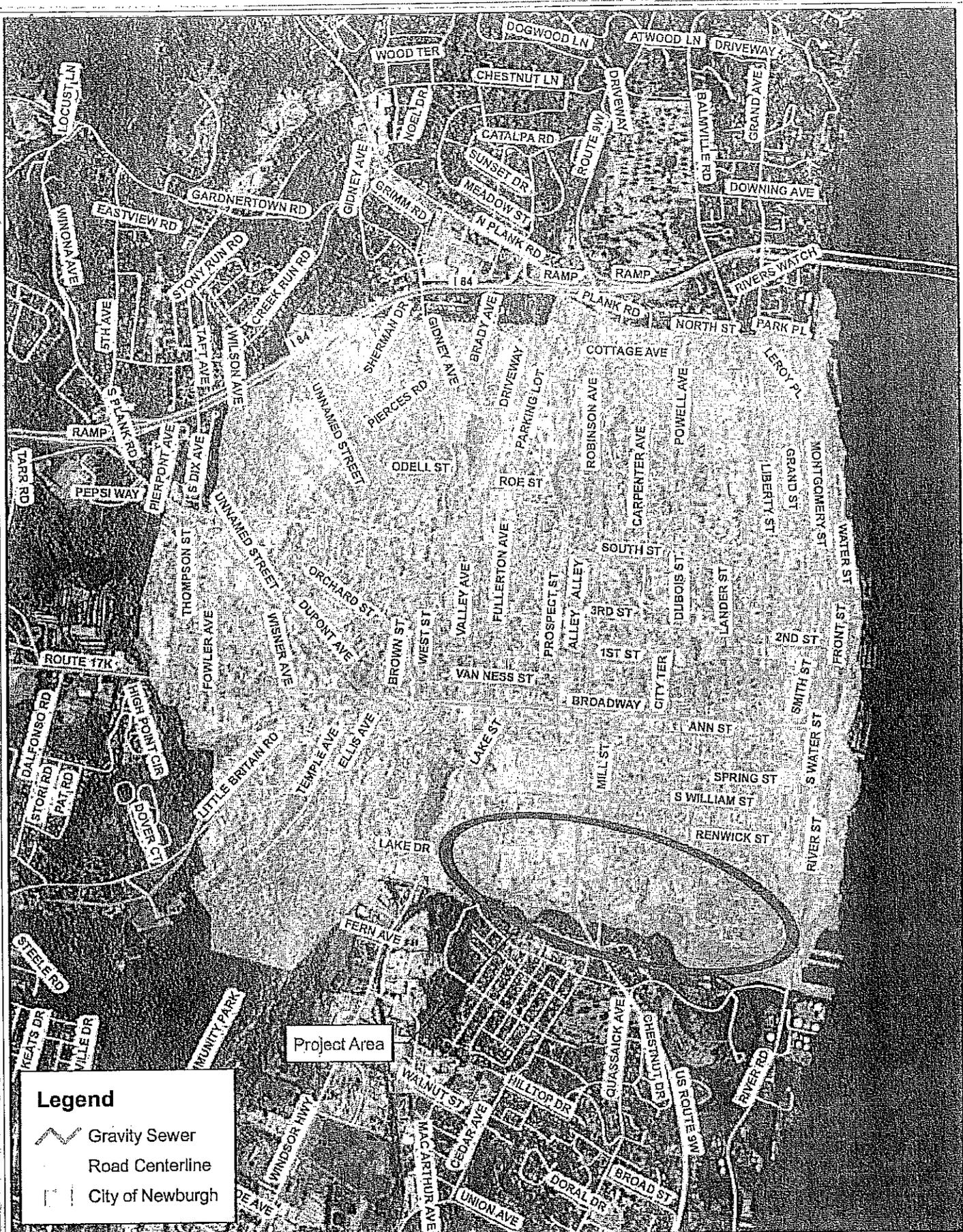
 Print or Type Name of Responsible Officer in Lead Agency

 Title of Responsible Officer

 Signature of Responsible Officer in Lead Agency

 Signature of Preparer (if different from responsible officer)

Reset



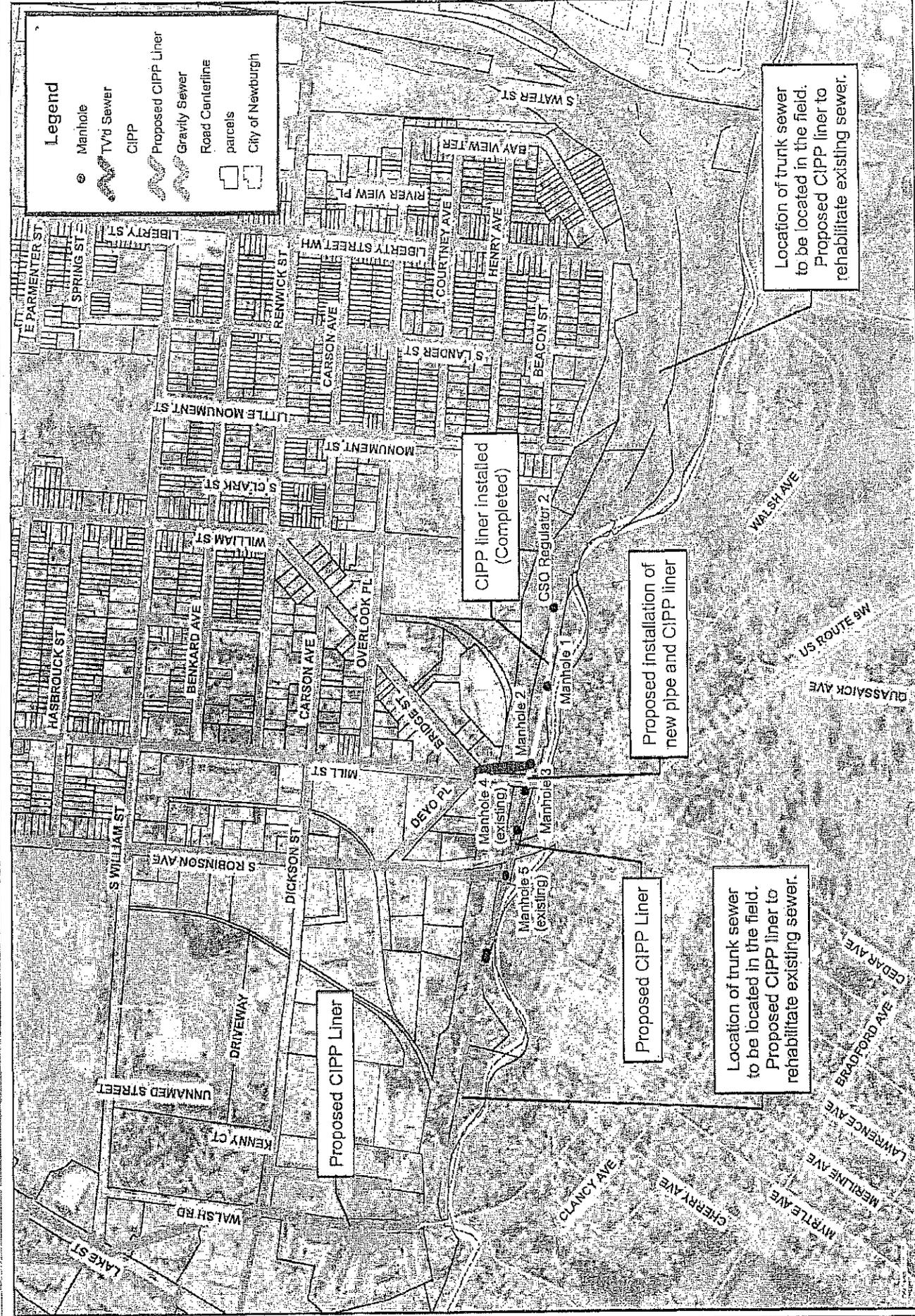
Legend

-  Gravity Sewer
-  Road Centerline
-  City of Newburgh

Project Area

Legend

- Manhole
- TV'd Sewer
- CIPP
- Proposed CIPP Liner
- Gravily Sewer
- Road Centerline
- parcels
- City of Newburgh



Location of trunk sewer to be located in the field. Proposed CIPP liner to rehabilitate existing sewer.

CIPP liner installed (Completed)

Proposed installation of new pipe and CIPP liner

Proposed CIPP Liner

Proposed CIPP Liner

Location of trunk sewer to be located in the field. Proposed CIPP liner to rehabilitate existing sewer.

City of Newburgh
 Project Location Map
 Project No. 1375 (C)
 Date: 02/24/2012
 Rev: 001

1 inch = 600 feet



RESOLUTION NO.: 194 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE ON BEHALF OF THE CITY OF NEWBURGH
A LAND DEVELOPMENT AGREEMENT WITH
MILL STREET PARTNERS, LLC FOR THE REDEVELOPMENT OF CITY
OWNED PROPERTIES KNOWN AS THE MID-BROADWAY SITE**

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the "Mid-Broadway Site"); and

WHEREAS, the City has issued a Request For Qualifications (RFQ) for the development of the Mid-Broadway Site and received six (6) responses from developers interested in pursuing a development project on the Mid-Broadway site; and

WHEREAS, the City Council has reviewed the responses to the RFQ and has determined that Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. is the preferred team to develop the Mid-Broadway site; and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council authorized to the City Manager to negotiate on behalf of the City of Newburgh a Development and Land Disposition Agreement with Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. for the redevelopment of the Mid-Broadway site; and

WHEREAS, the City Council has reviewed the Development and Land Disposition Agreement with Mill Street Partners, LLC, attached hereto and made part hereof, and finds that entering into such agreement is in the best interest of the City of Newburgh.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to

execute the attached Development and Land Disposition Agreement with Mill Street Partners, LLC for the redevelopment of the Mid-Broadway site.

Mayor Kennedy said that on page eight the last paragraph says, *"If the developer has not secured the public funding sufficient to begin construction of the project within twenty-four months of the execution of this agreement, the developer may, at its election, extend the term of this agreement another twelve month period by making a payment of \$50,000.00 to the Council."* She would like to add, *"And by approval of a majority vote of the Council."* This way it is a two-way thing which is all she is asking for. She asked Michelle Kelson, Corporation Counsel, to add that language to the contract.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy- 5

ADOPTED

RESOLUTION NO.:195 - 2012

OF

OCTOBER 22, 2012

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
TERESA GARCIA DE FLORES AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF TWENTY THOUSAND DOLLARS**

WHEREAS, Teresa Garcia de Flores brought an action against the City of Newburgh; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Twenty Thousand (\$20,000.00) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the plaintiff and the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of Teresa Garcia de Flores against the City of Newburgh in the total amount of Twenty Thousand (\$20,000.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

OLD BUSINESS

Councilman Dillard said that again he feels slighted with this agenda. On the 18th we agreed to include the Police Department Consultant RFP.

City Manager, Richard Herbek, responded that it has already gone out. We don't need a resolution for that.

Councilman Dillard said that is for the police review.

City Manager, Richard Herbek, said that we reviewed it and no one had any particular comments so he believes it is out and if it's not it's imminent.

Councilman Dillard said let's get it out if it's not.

City Manager, Richard Herbek, said he believes we are giving two weeks for the responses so we should get them back pretty quickly.

There being no further old business, this portion of the meeting was closed.

NEW BUSINESS

There was no new business.

GENERAL COMMENTS FROM THE PUBLIC

Cynthia, 11 Grand Street, said that she is representing Community Voices Heard and she is here to invite the Council members to a meeting that they are having on November 7th from 7:30 p.m. to 8:30 p.m. at the Ritz Theater to talk about housing issues in Newburgh. These issues have not gone away no matter how much we try to ignore them.

William Ruud, Humphries Place, commented that certain members have attempted to destroy the name of a good man who has done plenty for this City by putting a bunch of junk in the paper and he thinks it's disgraceful.

Mark Coolidge, City of Newburgh, said that this afternoon, while our City is worried about Mr. Herbek's personal life, he was waived down by Pastor Rosie because there was a man on the corner of Broadway and Chambers Street groping a ten year old girl. They called the Police Department and it took twenty minutes before they were able to get two police cars there. In the meantime, he and Omari Shakur walked around trying to find this guy but they were unable to find him. Why does it take twenty minutes to get a response from the police? He told everyone that we need to watch our children because someone is going around groping little girls. He added that we have a lot of shootings here in the City of Newburgh and some are being reported but some are not. There was a shooting on Lander Street where supposedly three people were hit but there was nothing in the paper or on the news. Taxpayers are not really being told what is going on in our City and we need to know so that we can protect ourselves. In regard to Mr. Herbek he told him that he is in his corner. What he does in his personal life is none of our business as long as when he comes through the front door of this building, he fulfills his job. Unfortunately a lot of people in our City don't like him because of what he is getting paid but he was hired at that salary and until he makes the change to take a lower pay we are going to pay him. When he was pulled over by the City of Newburgh cops they didn't do their job right again. He told the Chief of Police that protocol was not followed with the City Manager. If he had an alleged prostitute in his car then the car should have been stopped and the prostitute should have been taken out of the car and searched. Because the City Manager was behind the wheel they allowed him to drive away and he was not charged with anything so why is this City humiliating this man?

Denise Ribble, City of Newburgh, said that she thinks it's unfortunate that things like this take us away from the business of the City and her recommendation is that there should be an impartial investigation. Not one

conducted by the Chief of Police, the Times Herald Record or public commentary. She thinks that we owe this to the public and to Mr. Herbek.

Barbara Smith, Powell Avenue, said that you may not agree with what she says but everyone has the right to speak what is on their mind and speak from their heart. When she reads words, she is impressed because that is the only thing she can go by. If you tell her that a quality of life in her city is encumbered by prostitution and drugs on her street, then she expects them as people who are in government to honor that and do it the right way. You do not do it in the manner that it was done. If Mr. Herbek has admitted that he has done something that he does not believe was in the best interest of him or his family, she takes those words as gospel. She read a section from the book titled The Samurai called "A Single Word".

Omari Shakur, New Voters Movement, said that as Mark Coolidge noted earlier we have a pedophile here in the City of Newburgh so watch your children. Once again we are here at a time when we have a crisis in our City and you see we have a full house tonight because our Police Department failed to do their job. If anyone read that story, Officer Lehar, the one who shot his son in the back of the head and then was given a medal because he was a highly trained professional, said that he saw a known prostitute get into this man's car coming out from a drug place and he didn't check out the crime. There is no evidence that this man did anything wrong so the Mayor should not have made a statement that he should be in Social Services. He thinks that she should resign and go to Social Services because she is the head of this City and she doesn't know what she is doing. We have a man that was shot fifteen times but did you see her talking about an investigation or that someone should resign then? It's Budget time and because they hired four new police officers they were thinking that he was going to cut their overtime budget so the police look like they targeted this man just like they target our children in our community every day and set them up with stories but there is no evidence. There is no evidence that this man did anything wrong. Personally he told the City Manager that he made the wrong choice being down there at 7:00 at night because we all know what's going on in our community. Once again the police did not do their job and Officer Lehar is the one who should be fired because he saw a crime and he didn't investigate it. How could the Mayor cause all this confusion at a time when we need stability?

Andrew Marino, 105 Maple Street, said that he has heartfelt sympathy for the City Manager. This man is a good man and his heart is in the right place. At times we act on our emotions before we think it through and he believes in his heart that this man at that point in time did exactly what his heart told him to do. He also read an article in the paper regarding not-for-profits and it targeted St. Luke's-Cornwall Hospital, Mt. St. Mary's and

Orange County Community College. They are three of our most important city-wide health care and educational providers. They produce education for our children to move on in life and become successful. If we are going to do a not-for-profit across the board, perhaps the idea of a safe stay, so to speak, where it covers all not-for-profits and that money could go into the General Fund. That way everyone is happy and that line of general funding could go to the Police and Fire Departments.

Usef Belford, City of Newburgh, said that when a person fulfills their job and their duty, when they are on their own time then that is their time. We all have baggage in our backyards. He sang a song to the audience about unity.

A resident of the City of Newburgh said that he has know Mr. Herbek for a number of years now and he has called him a lot of things but the two things he has never called him was stupid or crazy. If he did what he has heard him accused of by people who weren't there he would have had to be stupid, crazy or both. Obviously nothing criminal happened because the officer didn't pursue anything. No one was arrested and he didn't even receive a ticket so no crime happened. Mr. Herbek has worked very hard. He inherited a city that we didn't even know how badly in the hole we were. He has brought some fiscal stability and a little responsibility to the City. He has said, "*We can't do that*" many times which has not made him popular. He brought huge tax increases not because he felt like it but because it had to be done and he did it to keep the City functioning. He has done an admirable job under very adverse conditions. If you dismiss him because of this, you are going to get us involved in a lawsuit that will cost us a lot of money. There is no evidence of any wrongdoing. He said that Mr. Herbek is like him. They are old school and they like to help people. Sometimes the people they help may seem a little unsavory to others but you do it anyway. He has even associated with politicians and bureaucrats because it had to be done. He applauds Mr. Herbek for trying to help another human being.

Janet Gianopoulos, City of Newburgh, said that she sent an article in the newspaper to the Council about a student at Mt. St. Mary's College who is a soccer player studying psychology and she has a national scoring record among all college students in the country. This was a recent article and it is good news in the City of Newburgh. She added that she was once in a car with a prostitute at 11:30 p.m. when she was working with a shelter and she did nothing wrong. She doesn't see where gender should have anything to do with it and she can sympathize with Mr. Herbek because she was in a similar situation although she didn't get stopped. One of the Council members asked how we got here and she looked back over all of the minutes for this year and found no case in which the Council as a whole gave instructions to the City

Manager on its priority goals and we need to use the City Manager's expertise. In regard to the Parking Tribunal, we have an opportunity to gain one to three million dollars and we need that money so what is happening with that. We need development and to look at what we have so that we can issue other RFP's and try to leverage the properties that we have and put them into use to benefit the tax rolls. All of the Boards that give citizens voices in this City need to be operative.

A resident of the City of Newburgh said that she can neither confirm nor deny the City Manager's participation with a prostitute and said that is his business but she agrees with a lot of people about the police officers. How come the police officers didn't do their job because if they felt that something was going on then they should have investigated like they do any other inner city youth that lives here in the City of Newburgh. Is the same courtesy going to be extended to everyone else who gets pulled over? She feels that the police dropped the ball on this like they did with her Nephew and the investigation of the Lembhard situation. The police continually drop the ball so she thinks that the attention should go from the City Manager to the Police Department.

Charles Kimbrough, 41 Dubois Street, said that he watched the last Council meeting on You Tube and he had a conversation with his four year old grandson who asked him if he was sad or if someone had gotten hurt again. He gave his grandson a hug and told him that everything was going to be alright and normally he believes that but for the first time he is not really sure. This whole meeting has not focused on any of our issues and that has been our number one problem. We keep getting sidetracked. For whatever reasons people keep pushing these emotional buttons and we get off track. His concern is the kids that are getting killed. When he gets confused about what direction we are going in, how does he convey that to the people that he is talking to? He deals with life and death and the kids that they deal with they are trying to keep alive and he doesn't see that happening. If he can leave here for almost six months and come back to business as usual, he has a problem with that. He said that we can't seem to pull it together and get a viable relationship between the police and the community. The people are complaining that the police are violent and now we are yelling because they didn't respond to an issue. We don't like them but we need them so that means that we need to figure out a relationship because we are talking about life and death.

Timothy Hayes-el, City of Newburgh, said that he has lived here all his life so we know what goes on in the streets. We have young people dying and these are trying times for us. He sees that some people don't want the City Manager to go but he has to be on the job. He doesn't even know why we are

arguing because everybody knows what it is for real and ultimately it is on the Council. He said that he puts his trust in Councilman Brown.

Edith King, City of Newburgh, asked how far they are with the investigation. Michael has been dead for seven months now and she hasn't heard anything. On a brighter note, when Michael Lembhard died, she, Mark and Omari decided that they wanted to do something for the children in their neighborhood. Last month with the help of Mr. Valentine who paid for the tickets and Pastor Howard who drove they sent ten children to see the Voices of Glory in Poughkeepsie and they loved it. This Saturday again with the help of Mr. Valentine, Pastor Howard and Pastor Burke we sent about thirty people to the farm to pick pumpkins and they had a wonderful time. They have decided that once a month they are going to sponsor something and get as many kids to go as they can. They are thinking about maybe going ice skating next time so if anyone has kids who are interested please get in touch with one of them.

Pauline Dillard, City of Newburgh, thanked the City Council from the bottom of her heart because we have never had a City Council expose the corruption in the City of Newburgh and that is why this City is in this condition. She thanked the members of the City Council that have made the decision to be upright, honest and of high integrity and not letting this incident and behavior get swept under the rug as has been done in Newburgh for many, many years. Newburgh's corruption by the power brokers is systemic leaving this city busted, impoverished, broken and spiritually dead. The young people that witness and hear of such injustice must feel angry, frustrated, defenseless and a sense of hopelessness because they are held to a different set of rules and their lives are being destroyed by the criminal justice system. As the saying goes, the law of the land is only for the poor. She added may the Lord please have mercy on the Children in the City of Newburgh. Their eyes have seen and their ears have heard more wickedness, deception and lies than a young soul can bear. To Mark Coolidge she said that the story about the policemen coming to rescue Pastor Rosie is not true because she works with her and she prides herself that they are there in two minutes. The poor need to stop letting themselves get exploited. We have 1.2 million people in prison. When the cops roll up they get arrested and they go to jail so their lives are ruined. This is totally ridiculous. She is not saying that Mr. Herbek is guilty but it is not proper for a City Manager to be out in those neighborhoods picking up someone. If he has these people down in the hood that want to defend him, she just doesn't get it.

Jessie Howard, Town of Newburgh, said that he does a lot of community work here in the City of Newburgh and the Lembhard and Coolidge families went through a traumatic experience so they are in crisis

right now and they need support from their community, friends and family. What they are trying to do with the help of former Mayor Nicholas Valentine and others is take them to different sites. They went to see the Voices of Glory and to a farm to pick pumpkins this past Saturday. Something to get the kids out of this environment so they can cope with something that they are not used to in their lives. With everyone's support he thinks that they can work their way through this. He thanked Pastor Burke for providing transportation and Nicholas Valentine for providing the finances. They need a whole community behind them to help them get over this. He said that they also connected with the Criminal Justice Department and Social Services Mental Health to help them also get counseling.

Kippy Boyle, City of Newburgh, thanked the Districting Committee for a clear and concise report. It was well done and she understood it. It is such an important thing that will be happening for all of us and it is too bad that something that really affects the future of our political system here didn't receive one comment from anyone. She thanked them for their hard work and she is looking forward to the public hearing. She added that there were twenty-two resolutions on this agenda tonight and the Council commented on two. The one that was about a nine million dollar bond she thanked Councilman Brown for saying something because if he had not asked about it and asked for it to be tabled they would have just simply voted on it. When he asked for it to be tabled they all suddenly needed it to be explained which means that they didn't understand it but they were going to vote on it. On January 23, 2012, resolution #12-2012 was voted on appointing Richard Herbek as City Manager for the City of Newburgh for a one year term. Her concern is that January 23, 2013 is coming very soon and they have an obligation to the public to start their search and to sit down and see what qualifications are meaningful to them. She doesn't think that exercising poor judgment should be at the top of the list. She added that Tyrone Crabb Park is one of the things that she wishes they would pay attention to. In 2007, \$469,000.00 was used in connection with the development of Tyrone Crabb Park. November 2009, we bonded \$510,000.00 towards improvements of Tyrone Crabb Park. December 2011, \$26,500.00 was paid to Eberlin & Eberlin for additional services. It is now almost November, 2012 and she would like to know where all of that money has gone.

Margaret, City of Newburgh, said that she was at a local Church recently and in defense to the youth in this community she saw that a lot of them were afraid. They were in foster care and came from foster homes so a lot of these individuals need help. The Police Department is not the only issue in Newburgh. It is also CPS, NHRC and some of these other agencies that are unjustly ripping children from their good mothers and fathers regardless of

whether they come from a one or two parent household. It is critical to get to understand them and to reach out to them.

Nicholas Valentine, 350 Water Street, said that he was planning to come in two weeks for the public hearing on the Budget because he believes that a few things that the Council has to vote on are crucial to the City of Newburgh but when this news hit last week he saw the dividing lines of our Council. Someone mentioned earlier about the Charter change and the recommendations and if it wasn't for the citizens of the City of Newburgh passing that Charter resolution we wouldn't even be talking tonight because it would have only taken three votes to change a City Manager. It has now been changed to a super majority which he thinks is probably one of the best decisions the City of Newburgh residents and voters could have made. It should be a monumental decision and a super majority. We approve money, house and properties as well as the Budget with a three to two vote. In regard to the Budget, he knows that it is difficult right now and there is a lot of division. He told the Council that it is important to stay focused on this Budget because Albany is watching us and they always look to see where we are going to screw up next. They can decide on the City Manager later on but he doesn't think that they should make an incident like this the thing that tips over the edge and then puts us in a situation where we are either paying former City Managers like we did just recently with \$350,000.00 plus legal fees. It is not necessary and it is not responsible. He told the Council to get through the Budget as you can see from the people here tonight. He said that he will be back in two weeks because he really believes that those Bonds and BAN's have to be passed for the fiscal stability of this City of which this City Manager worked so hard to achieve.

Jose Servellon, City of Newburgh, said that he and his family are begging the City Council, City Manager, City Attorney and Police Department to consider his Nephew. He is still in Honduras with no family and he needs to come back home. His case is still open so they can still sign the form.

Stephen Ruelke, City of Newburgh, said that he used to work for the City of Newburgh and sued the City for violation of an Open Meetings Law and haggled a lot or disagreed with Richard Herbek. The disagreements they had were straight forward and honest and they didn't get in the way of them doing their jobs. He said that he has a great deal of respect for him because of that. He added that he has made some stupid moves in life as he is sure others have too even on good intentions. He is going to assume that since Richard Herbek has always been honest with him that he is being honest now although he feels that what he did was really boneheaded. The City Manager said that he was trying to fix something but we can't fix anybody. All we can do is open doors of opportunity for people to walk through them and to

become the human beings that God intended for them to become. The other thing he said was that he was trying to stop someone from dying on the streets and God love him for that because too many of our sisters and brothers, children and parents are dying on the streets. He told the Mayor that we have to do something about the disease that is killing us which is poverty. We are treating the symptoms and doing a lousy job. It is time to get it together and say that we don't want this to go on. Not only do we not want the City Council to be broken and treating one another like trash we don't want that to trickle down to the streets so we are going to do something about it and not just talk about it. He wants the Mayor to put together a group of people who are going to take this on and diagnose and understand that disease beyond comprehension. Cities all over the Country are doing this. At the same time he wants the Mayor to treat the symptoms because we can't continue like this.

Debra, City of Newburgh, said that she is an advocate for people with HIV and AIDS and one thing that the City Manager did back in June for Councilwoman Lee and herself was allow them to use this room when no one else would come forward. If anyone here should be resigning she thinks it should be our Mayor.

A City of Newburgh resident said that it is up to us to look out for us. It is not up the City Council. It is about self sufficiency and communities looking out for communities. It is about us standing up for each other because we know what is going on in the City of Newburgh. Now that we know the problem let's get the solution because our kids are dying and our mother's are crying. What they do has no relevance to what we do. Tomorrow night at 7:00 p.m. there will be a community meeting at the NCAC building in the upstairs ballroom. It will be about solution and action. It is up to us to take care of us. Stop running to these City Council meetings because they are not giving us anything. We could discuss the problems forever but we have to start standing up for ourselves. We have to take back our City because it belongs to us not the City Council. If you want to be part of the solution, they are meeting at 7:00 p.m. at the Masonic Temple at 48 Grand Street.

Lilliam Harris, City of Newburgh, thanked the Council for being together tonight because she didn't want to hear any bickering between them. She told the City Manager that he had a right to be wherever he was it just seems like we are always judging. He was not charged with anything and he did not get a ticket so she would like to know how the newspaper got a hold of it. She said that she has been out on the streets where the prostitutes are begging for money so just because you stopped to talk to one doesn't mean that anything is going on and we are not the Judge.

Pebbles, 55 Varick Homes, said that Rick Herbek is a City Manager who chose not only to work for the City but to help the residents in the City which is what a genuine City Manager does. It is disappointing when the good of others is turned around and spoken evil of. Mr. Herbek's actions are proof that he should be here managing the City and not pressured into resigning from the City. Two Council meetings ago she recalls hearing that some residents went to some city officials for help but they had not helped them at all. Mr. Herbek helped and look what happened to him? We don't get to chose who we want to help because when a person reaches out for help or seems to need help it is our duty to just help; nothing more and nothing less. The police monitored, followed and then stopped Mr. Herbek and then they left which would have never happened with someone else. She told the Mayor that her comment in the paper was that she had concerns because regardless of what the story is the credibility is very thin but for three to four weeks when she had illegal tenants in her building she wasn't worried about her credibility then.

Dr. Benilda Armstead-Jones, City of Newburgh, read a religious scripture and said that she was calling on Jesus tonight. She said that Mr. Herbek has been a good City Manager and she said thank you to him and to continue doing his work. We need to stop disrespecting ourselves and our children in the manner in which we conduct ourselves sitting before them.

Brenda McPhail, City of Newburgh, came tonight to tell Mr. Herbek that she is proud of him and to keep doing the work that he is doing. Everyone has baggage and something that you don't want anyone else to know about. Mr. Herbek has done his job and he is doing it very well because he has helped her. She told him to not worry about what people say about him because people will talk about you until the day you die. She added that what goes around comes around. We need Peace so people need to start praying because that is what is going to change Newburgh. We have to stop killing and hating one another.

Sheila Monk, City of Newburgh, said that she supports Mr. Herbek and the excellent job he has done. She said that she called the Mayor and told her to step back and let him do his job. If he is going to be persecuted for helping someone, that is wrong. She has more of a problem with a City Manager that doesn't help. The Mayor said that we have an image to keep but the Council has not been keeping their image. Ever time we come here the Council acts like children and every one of them has been talked about. She said that they have heard lies about all of the Council members yet they put the City Manager in the newspaper.

Mayor Kennedy told Ms. Monk to make sure of her facts because she is walking on thin ground.

Ms. Monk said that the Council didn't make sure of their facts before they put the City Manager in the paper.

Pastor Rosie Andrews, 104 Broadway, Kids Initiative, said that she loves everyone here but to those who want to attack the not-for-profits she noted that she took home about \$1200.00 last year for herself. She said that she really loves the kids in this City. She eats the food that comes in as donation and she dresses with clothes that are donated or bought for her. Not all of us are trying to exploit the City's money because we are giving back. She prayed for everyone here and noted that on October 30th, the Ministers are going to have a City wide prayer meeting for all of our problems and to ask God to help us at the House of Refuge at 6:00 p.m.

There being no further comments this portion of the meeting was closed,

COMMENTS FROM THE COUNCIL

Councilwoman Angelo thanked everyone for the moral support of the City Manager because he works very hard. She said that she had a very bad weekend praying for him. She pointed out that the City Council has to work together but one of our Councilmen continually harasses Mr. Herbek by saying, "*Listen to me buddy, you are not going to be here after January 1st*" and that goes on at every meeting. She feels that as of this day that should stop and we should start pulling our ranks together and rally behind this man because we have a Budget to work on. She again thanked everyone for coming tonight.

Councilman Brown said that no one at this table created this. Rick Herbek created this situation. He told him in Executive Session that he doesn't care what he does with his personal life and that he is a really nice guy with a good heart. The problem is when his personal life affects the image of this City. The residents know some of what happened but he has the police report that tells him what really happened. Rick says that he was trying to help this young lady and he believes that he was but if he was trying to help her then he would have been parked in front of a methadone clinic trying to convince her to go in but he was parked in front of a known drug spot instead. The young lady was outside of the car speaking to an African-American male. She then gets back into the car and the car pulls away from the curb with the lights out. The police set up to make the stop because they believed that drugs were in the car. They make the stop but they don't continue all the way which is the end of the story. If Rick Herbek was trying to help someone's daughter would you want him parked on the corner of Lander near a known drug spot speaking to someone who may or may not be a drug dealer? He said that this City has enough image problems and we don't need any more. The City Manager created this image problem. No one at the table asked him to do that so when he sees that he says, "*Yes, I want you to resign*". Apparently the City Manager felt like what he said was true because he contemplated it over the weekend and then called the Mayor saying that he thought he should resign. You don't resign if you don't feel like you did something wrong. Maybe he did or maybe he didn't but at the end of the day he wants a City Manager that does not promote the demise of this City because this City is on track to move forward. He said that he wanted the City Manager's resignation prior to his action because of other reasons. We are facing a new Budget and we are trying to manage within a 2% tax cap so we don't raise the taxes. It takes a special person to understand the financing of managing a 2% tax cap and in his opinion Rick Herbek does not have those management skills. That is why he is not on board to keep him another year. He believes that we can go forward faster if we had another City Manager focused on the 2% tax cap creating jobs.

All he hears from this audience is about creating jobs. If Rick Herbek could tell him right now how many jobs he has created for the people of the City of Newburgh, then he will stop talking and let him speak but he cannot. The only jobs created were when we had some construction it created one job and about \$75,000.00 left this City. We are now set to demolish three buildings for about \$300,000.00 and he is interested to know how many jobs will be created when we do those buildings. The problem with creating a job is that if you have a job and it only lasts ten days that means you only get ten days pay but if you have a job that lasts a year, you get an annual salary. Himself, Councilman Dillard and the Mayor have an idea to put real people in this City to work year round tearing down our own houses and doing our own construction. Putting real people to work and transforming a department that drains the City Budget into a department that makes money for this City. He said that he is not the City Manager but if he had the ideas or was willing to listen to the ideas that this Council had then maybe they would be willing to work with him but he chooses instead to listen to two Council members. The City is not run by two Council members and the majority vote is three; in certain cases it's four. If we can't come together to run this City then this City is already under water. Now you have a City and a Council that is divided because of the City Manager. If Rick Herbek can prove to him that he knows how to manage in a 2% tax cap, then he can stay. He has seen the Budget and he knows it because the Budget for 2013 is a reflection of the Budget for 2012. It is a garbage Budget and the Comptroller will prove that in the next few days. Rick Herbek is not the City Manager moving forward in his opinion which he is entitled to.

Councilman Dillard said that his concern is the stories that have been told. According to Rick he met this young lady six to eight weeks ago by the Post Office and she was crying but on the night that the incident happened he told the Council that this young lady called him. His thought pattern is why did she call him and why did he go there? That is confusing to him. He added that the Police Department did not do their job. On this report it states that they arrived at 19:06 and completed their task at 19:07 so they were there for only one minute and this coincides with what the newspaper reported. The Officers walked to the car, saw who it was and then walked away. The key is that there should be no preferential treatment for anybody in this City. If he went out and acted like a fool he should expect consequences based on his actions. He likes Rick and he has worked with him for three to four years now but he cannot accept the explanation nor Rick being the City Manager another day. It may happen and we will probably have compromise but he suggested that the Council begin to look for a City Manager tomorrow. He also suggested that the Council submit to Rick the ninety day letter in reference to his services being terminated.

Councilwoman Lee said that in December, 2011, members of the predominately black community told her that they had received calls saying that she sold out the black community by working to keep Mr. Herbek. Those calls came from Mayor Kennedy and have gone on throughout her career as a City Council representative. What she says now and what she said then is that this City needs to be stable which it has never been. She doesn't know what image people are talking about other than the despicable image that gets played throughout the Media. We haven't created an image. We have done nothing to bring funds into this City nor have we tried to pave a way to make the City operate in a smooth way. She said that she introduced "Training Without Walls" which was an agreement with Taylor Recyclables to provide training to the people who were trained by Local 17. She honestly thought that would be a good project but it was shot down and never went anywhere. She is still hopeful that we can bring some paid training into the City because she knows that people who live here need jobs. She would like to stay focused on the needs of the City rather than speculation about Mr. Herbek. She feels that profiling people is really a problem in this City and using your gut reaction to form an opinion she thinks is wrong. She suggested that if anyone wants to know about their Council members all they have to do is FOIL a criminal record. If you want to see about throwing stones and end this right now, then just FOIL a criminal history. What is happening here is not about Mr. Herbek it's about the venom that gets spewed throughout the City anytime a person wants to target you. He is the target today and to that she says, "Thank God" because when she was the target her son asked her why people were saying that she smelled like refer and what do you say to that? Since he asked a ridiculous question she gave him a ridiculous answer, "It's legal in New Jersey so I go across the New Jersey Line". What should she say to him? If Mr. Herbek doesn't go to Chamber Street, then he needs to be fired because there shouldn't be a street in this City that he doesn't walk down or a person in this City that he doesn't talk to. She could sit back and judge him and make the same kind of comments but don't think for one minute that your ideas outside of what gets presented right here in front of you get pushed behind closed doors because the only thing that has been pushed over the past ten months is, "Mr. Herbek you need to go". She said in the last Council meeting that he needs an Attorney and she hopes to God that his Attorney reviews the audio because if it were her they wouldn't last two seconds. Six months ago her Attorney would have come out of the gate swinging because she doesn't play that kind of nonsense. You are not going to malign her name and ruin her reputation. Everybody on this Council gets talked about and there is no exception. She doesn't have a problem with what people say but she has a problem when we start carrying back the information no matter how wrong it is or calling the Media and notifying everyone that Mr. Herbek has resigned without notifying the Council. She has a problem with getting calls and finding out what is going on in the City through the Media. These are

problems that we have to look at. If Mr. Herbek does not help the people in this City, then he needs to go. It's as simple as that. There are people here who know that they have been stopped by the Police and were treated and talked to unfairly so why is Mr. Herbek any different? In terms of the Budget, Councilman Brown is the last person she would follow since he is also the person who screwed up the Budget with the Housing Authority when HUD had to come in and take over. It is Mr. Herbek's job to carry this Budget and it is the Comptroller's job so they need to let them do their jobs. Councilman Dillard was the Chairman of the Board when the Executive Director was fired and he ultimately became the Executive Director and HUD came in and threatened to take over the Housing Authority. She said that the articles are there and they need to stop throwing stones. What is even more telling is that those articles have resurfaced and people are talking about them because there is an election and Councilman Dillard is running. She said that we can't afford to throw stones at nobody. Mr. Herbek wasn't stopped or arrested so end of story. She wants to know from the Police how this got to the Media and she wants to know from the Mayor who appointed her, Councilman Dillard and Councilman Brown as the voice of integrity for this City because none of them can talk. They should be ashamed of themselves. This is a married man and they have insulted him and his wife and she has done nothing to deserve this. This should have never gone to the newspaper. As for creating an image, we don't have one. Your image is murdering kids, drugs and corruption and changing your image is what is needed. Mr. Herbek alone has changed that image with CDBG by straightening out years of fund misappropriation and other areas where we lost money. If this Council wants to talk about what they did and what he did, they can't hold a candle to him. He put this City on track. She told the Mayor that she has done nothing but spread rumors, accusations and innuendos and stayed in the Media. She ended by saying good night to everyone.

Mayor Kennedy said that she just had a whole level of accusations and anyone can say anything that they choose to. There is an accusation that somehow they set up the City Manager but the City Manager did what he did all by himself. Not one of the three of them knew about any woman or prostitute. They didn't know anything about any of it. She was met on the street on Thursday morning and it was already all over the City. The process is that when someone is stopped it goes to the Police and the Police recorded it as they do for all stops. It goes into to the police blotter and the news media checks the police blotter on a regular basis. That is where the information came from. None of the Council members called or talked to the Media. The Media called them which is how she heard about it. She heard it on the street and then Mr. Herbek went to her at 4:00 p.m. on Thursday and told her what his story was. What she told him then and what she is telling everyone else now is that this is problematic to this City. A lot of people came here tonight

but there are twenty nine thousand people in this City; not just the people that are here tonight. If we are talking about image, this was a really dumb stupid thing for our City Manager to do. She said that she is not making any accusations she is just saying that this is a big image problem. We have an entire city calling, writing and e-mailing. Her phone hasn't stopped ringing for two days. Everyone has their opinion and they are all entitled to it. From the talk that is going on here tonight you would think that this man walks on water and that everything that happens in this City has happened by him alone which is simply not true. We have hired consultants and specialists and we have had help from the State Newburgh Fiscal Recovery Act and the State Comptroller is on top of us every quarter. We have received all kinds of help from all kinds of places to turn this City right side up. It is not the job of one person by any stretch of imagination and we have some fine people sitting in our departments that are trying to get things done. There has been some progress but we have to move forward and she agrees with former Mayor Valentine that we need to get through the Budget process. She stated that nobody was saying anything about firing the City Manager or breaking a contract. We are not talking about breaking a contract and we never were, however, there are some things that need to move forward and as Councilman Brown has said we need jobs not more training. We need jobs and they have had a plan to get a team together that can be managed internally to give people ongoing jobs taking both houses down and building things to get some work done in this City but it has taken forever to get this off the ground. We have gone through a whole summer and none of that work got done and they are frustrated with it. We had a demonstration here last February about a website that was going to move this City forward and allow us to do online problems and requests as well as track what we are doing and move us into the twenty-first century. We ordered a website and now she finds out that what we asked for at that meeting is not what is being delivered. What is being delivered is just changing the look and feel of what we had already so we are going to have to do further negotiations just to get what we really asked for and put more money on the table. We did put goals on when we started out and when they asked the City Manager for the progress of that they were told it would be reported on at the end of the year but it should be reported on a quarterly basis and corrected as you go along. Everyone standing here tonight making statements about what is happening and what is not happening don't know all of the facts. She congratulated the Districting Committee for a good job. She said that she appreciated their presentation and the great work that they have done. She also thanked former Mayor Valentine and everyone else who is helping with the children. She thanked Mark Coolidge for the clean up and for what he is doing. One thing we need to move on quickly is getting the Board of Ethics set up because this is exactly the kind of problem that would go to a Board of Ethics. As one of our constituents said tonight, in order to get things cleared up here we do need to do some kind of an investigation and get

to the bottom of what happened. In regard to Tyrone Crabb Park, we have been trying to move forward on that and she believes they have received a report telling them that we have to do something like \$400,000.00 worth of environmental studies or something like that.

City Manager, Richard Herbek said that they have been working on Tyrone Crabb Park and will be giving the Council an update very shortly. They were held up because of the archeological concerns that NYSHIP had. It was a requirement because of where that was that we undertake an archeological study. The archeological study determined that some of the work that had been planned could not be accomplished in the way that it was designed. He noted that all of that preceded him. We are at the point where it has been redesigned and he believes that there is a meeting coming up very shortly.

Mayor Kennedy encouraged people to get the facts and to work on this together. Many people have mentioned that and she has been more than willing to work on things together and get things on track. She is not the one standing here creating conflict on a regular basis. Someone made an allegation about illegal tenants in her house and she never had illegal tenants. There was an inspection on her house at the beginning of the year and her house was cleared. There is no such thing going on in her home. People can say whatever they want and you can do any kind of research you want on her record because you won't find a thing there. In terms of smearing someone, she asked Mr. Herbek if she tried to smear him.

City Manager, Richard Herbek said that she has his statement and he is not going to comment any further.

Mayor Kennedy said that she told him that she cared about what was happening and his wife. She did not make the decisions and she did not put herself in that place on Thursday night so it is not on her at all. The thing we can do to move forward is to get an impartial investigation that clears up whatever is going on here and we need to get through this Budget season.

There being no further comments this portion of the meeting was closed.

Mayor Kennedy noted that at the end of this meeting the Council will enter Executive Session concerning the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Councilman Dillard stated that Councilwoman Angelo is coming down with something so she can not attend the Executive Session but he does not know what Councilwoman Lee is coming down with or whatever but he wanted that on the record.

Councilwoman Lee said that she is recovering from surgery.

Councilman Dillard said that he was sorry and he did not know about that.

Mayor Kennedy said that she believes that was about a week ago and she hopes she is well.

Councilwoman Lee told Mayor Kennedy that she is part of the legislative body for the City and not for the health profession but yes she did have surgery so she will be leaving here tonight but we can go ahead and vote because they are used to having three people in Executive Session.

Councilman Brown moved and Councilman Dillard seconded that the Council enter Executive Session.

Ayes - Councilman Brown, Councilman Dillard, Mayor Kennedy - 3

Nays - Councilwoman Angelo, Councilwoman Lee - 2

CARRIED

Councilwoman Lee told Mr. Herbek to only go in to Executive Session with his Attorney.

Councilman Brown said that is not in the Charter.

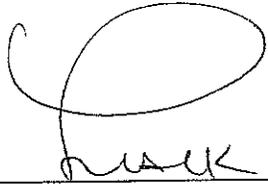
Mayor Kennedy said that we can't vote or anything in Executive Session.

There being no further business to come before the Council the meeting adjourned at 9:30 P.M.

LORENE VITEK
CITY CLERK

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	25	437.50
			Sub-Total:	\$437.50
1550	Bordatella Booster	Bordatella Booster	1	38.00
			Sub-Total:	\$38.00
A1255	Conservation	Conservation	10	13.76
			Sub-Total:	\$13.76
A12550003	Misc. Fees	Certified Copies - Marriage	24	240.00
			Sub-Total:	\$240.00
A12550008	Misc. Fees	Copies	63	15.75
			Sub-Total:	\$15.75
A12550010	Misc. Fees	Returned Check	1	20.00
			Sub-Total:	\$20.00
A12550012	Thumbprint Fee	Thumbprint Fee	1	5.00
			Sub-Total:	\$5.00
A15200001	False Alarms	False Alarms	1	250.00
			Sub-Total:	\$250.00
A1550	Public Pound	Public Pound	1	10.00
			Sub-Total:	\$10.00
A15500004	Dog Redemption	Redemptions	1	35.00
			Sub-Total:	\$35.00
A15500010	Vet Bill (rabies)	Vet Bill (Rabies)	1	28.00
			Sub-Total:	\$28.00
A21150005	Gis Mapping Services	Gis Mapping Services	2	25.00
			Sub-Total:	\$25.00
A2544	Dog Licensing	Female, Spayed	8	60.00
		Female, Unspayed	4	50.00
		Male, Neutered	6	45.00
		Male, Unneutered	4	50.00
			Sub-Total:	\$205.00
A25900004.0001	ALARM PERMIT PENALTY	ALARM PERMIT PENALTY	2	300.00
			Sub-Total:	\$300.00
A25900008	Alarm Permit	Alarm Permit	1	100.00
			Sub-Total:	\$100.00
A25900012	Peddlers Permit	With Handcart - Per Yr.	1	100.00
			Sub-Total:	\$100.00
A25900019	Taxi Cab License	Taxi Cab License	1	400.00
			Sub-Total:	\$400.00
A25900020	Taxi Drivers License	Taxi Drivers License	3	300.00
			Sub-Total:	\$300.00

Account#	Account Description	Fee Description	Qty	Local Share
Total Local Shares Remitted:				\$2,523.01
Amount paid to:	NYS Ag. & Markets for spay/neuter program			38.00
Amount paid to:	NYS Environmental Conservation			235.24
Amount paid to:	State Health Dept. For Marr. Licenses			562.50
Total State, County & Local Revenues:		\$3,358.75	Total Non-Local Revenues:	\$835.74



 City Clerk

11/2/12

 Date



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

NOVEMBER 2, 2012

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: REGISTRAR OF VITAL STATISTICS

I RESPECTFULLY REPORT THAT THERE HAS BEEN
RECEIVED IN THE OFFICE OF VITAL STATISTICS DURING THE MONTH
OF OCTOBER 2012 THE SUM OF \$5,828.00 AS FOLLOWS:

183 CERTIFIED COPIES OF BIRTH CERTIFICATES	\$1,832.00
399 CERTIFIED COPIES OF DEATH CERTIFICATES	<u>\$3,996.00</u>
TOTAL	\$5,828.00

IN ADDITION:

840 BIRTHS HAVE BEEN FILED IN THIS OFFICE TO DATE,
501 DEATHS HAVE BEEN FILED IN THIS OFFICE TO DATE,

LORENE VITEK

PERSONNEL REPORT
CIVIL SERVICE COMMISSION
OCTOBER 2012

FINANCE:

Kathryn Nivins
276 Temple Hill Rd
New Windsor, NY

Acting City Comptroller
Out of Title Pay 10/1-8/12
Additional pay of \$670.48

RECREATION:

Alice Boykin
133 Third Street
Newburgh NY

Boat Launch Attendant
Removed 10/1/12
\$8.00/hr.

Wilbert Boykin
133 Third Street
Newburgh, NY

Boat Launch Attendant
Removed 10/1/12
\$8.00/hr.

Alberta Pittman
408 Carpenter Avenue
Newburgh, NY

Boat Launch Attendant
Removed 10/1/12
\$8.00/hr.



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Tina M. Izzo vs. City of Newburgh

DATE: October 22, 2012

Please find attached Notice of Claim regarding the above, which was hand delivered to this office on this date.

Attachment

Cc City Manager
Mayor & Council



In the Matter of the Claim of
 Tina M. Izzo

RECEIVED
 OCT 22 2012
 CITY CLERK

TO:

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:

TINA M. IZZO
 428 LIBERTY ST. APT. 2D
 NEWBURGH, N.Y. 12550

2. The nature of the claim: ^{Swing for Damages!}
 MANHOLE COVER WAS NOT EVEN WITH PAVEMENT.
 IT WAS SEVERAL INCHES LOWER & IN CENTER OF ROAD.
 HAD TO DRIVE OVER IT WHICH RESULTED IN MY EXHAUST
 BEING TORN OFF. The Roadway was NOT paved enough.

3. The time when, the place where and the manner in which the claim arose:

10:30 AM ON 10/9/12 ON LIBERTY ST. (FARRINGTON), DRIVING
 TOWARD Broadway in Newburgh, N.Y. 12550.

extremely dangerous (wherever pavement) pot hole.
 man hole cover
 The town must correct this ASAP - It is a safety hazard.

4. The items of damage or injuries claimed are (do not state dollar amounts)

1998 PONTIAC GRANDAM GT,
 Receipt for damages included (Jimmy's)

The exhaust was repaired by Jimmy's and
 Paid in Full by claimant
 Claimant Requesting (a) reimbursement for damages
 immediately

(b) Repairs to the Roadway
 for the safety of all drivers



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Daniel Verdi vs. City of Newburgh

DATE: October 1, 2012

Please find attached Notice of Claim regarding the above, which was hand delivered to this office on this date.

Attachment

Cc City Manager
Mayor & Council



In the Matter of the Claim of

RECEIVED
OCT 01 2012
CITY CLERK

TO:

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:

DANIEL VERDI
856 RIVER ROAD
NEWBURGH NY 12550
Cell# 514-2945
845-561-2654

2. The nature of the claim:

I WAS PARKING MY VEHICLE ON THE STREET &
A HOLE ON THE ROAD BROKE MY PASSENGER
TIRE.

3. The time when, the place where and the manner in which the claim arose:

WAS YESTERDAY 9/30/12 IN ROUTE
~~17K NEWBURGH NY 12550~~ AT 12:45 PM
AOK ST. TO RT. 32 (LAKE ST.)

4. The items of damage or injuries claimed are (do not state dollar amounts)

A HOLE IN MY TIRE (See Quote)
Cost of Notice of Claim (See receipt)



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

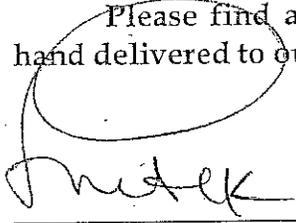
TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

RE: Notice of Claim
Thomas Costa vs City of Newburgh

DATE: October 3, 2012

Please find attached Notice of Claim regarding the above, which was hand delivered to our office on this date.



Attachment

Cc City Manager
Mayor & Council



In the Matter of the Claim of

Thomas Costa, 15 W. Stone St. Newburgh NY 12550
vs
City of Newburgh

TO: The City of Newburgh 83 Broadway Newburgh NY 12550

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:

Thomas Costa
15 West Stone St
Newburgh, NY 12550



2. The nature of the claim:

Expenses associated with failure of
City Sewer at 236 Grand Street

3. The time when, the place where and the manner in which the claim arose:

On Wednesday August 15, 2012 at about 9 PM
I was informed by my first floor tenant
of sewage backing up into his tub.

4. The items of damage or injuries claimed are (do not state dollar amounts)

Expenses to attempt to clear a
clogged sewer lateral, city main sewer.
Clear up of effluent in basement.



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

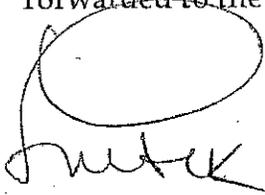
TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

RE: EEOC Charge & Verified Complaint
Alexis Figueroa vs City of Newburgh

DATE: October 1, 2012

Please find attached EEOC Charge & Verified Complaint regarding the above, which was received via regular mail by Corporation Counsel and forwarded to the City Clerk's Office on this date.



Attachment

Cc City Manager
Mayor & Council



NEW YORK STATE
DIVISION OF HUMAN RIGHTS
8 JOHN WALSH BOULEVARD, SUITE 204
PEEKSKILL, NEW YORK 10566

(914) 788-8050
Fax: (914) 788-8059
www.dhr.ny.gov



ANDREW M. CUOMO
GOVERNOR

GALEN D. KIRKLAND
COMMISSIONER

September 21, 2012

City of Newburgh
Corporation Counsel, City Hall - 83 Broadway
Newburgh, NY 12550

Re: Alexis Figueroa v. City of Newburgh
Case No. 10157406

Enclosed is a copy of a verified complaint filed with the Division of Human Rights against you. This complaint, which alleges an unlawful discriminatory practice in violation of the New York State Human Rights Law, is being served upon you pursuant to Section 297.2 of the Human Rights Law (N.Y. Exec. Law, art. 15).

Please submit a response **in duplicate** to each and every allegation in the complaint, complete the enclosed Respondent Information Sheet, and return the response and Information Sheet to the Division, at the address above, **within fifteen (15) calendar days from the date of this letter**. The Division will not extend the time for this response, unless good cause is shown in a written application, submitted at least five (5) calendar days prior to the time the response is due. **Failure to respond could result in an adverse finding against you, which would be shared with, among others, the Secretary of State and the applicable State licensing agencies that govern your business.**

The Human Rights Law prohibits retaliation against any person because he or she has opposed discriminatory practices, filed a discrimination complaint, or participated in any proceeding before the Division. Human Rights Law § 296.7.

Anyone who willfully resists, prevents, impedes or interferes with the Division's investigation shall be guilty of a misdemeanor punishable by imprisonment, by fine, or by both. Human Rights Law § 299.

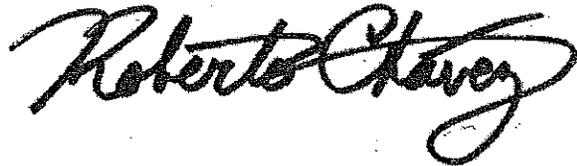
As the enclosed information sheet provides, the Division will conduct a prompt investigation, based on the complaint and your response, which may include interviews with your representatives and the collection of documents. The Division expects your full cooperation in this investigation. After the investigation is completed, the Division will make a determination as to whether there is probable cause to believe that unlawful discrimination has occurred. You will be notified of this determination.

Received
9.28.12
(a)

Protection of personal privacy: In most cases, you will be expected to submit documents in support of your response to the complaint. The Division observes a personal privacy protection policy consistent with Human Rights Law § 297.8 which governs what information the Division may disclose, and the N.Y. Public Officer's Law § 89 and § 96-a, which prohibit disclosure of social security numbers and limit further disclosure of certain information subject to personal privacy protection. Please redact or remove personal information from any documentation submitted to the Division, unless and until the Division specifically requests any personal information needed for the investigation. The following information should be redacted: the first five digits of social security numbers; dates of birth; home addresses and home telephone numbers; any other information of a personal nature. The following documentation should not be submitted unless specifically requested by the Division: medical records; credit histories; resumes and employment histories. The Division may return your documents if they contain personal information that was not specifically requested by the Division. If you believe that inclusion of any such personal information is necessary to your response, please contact me to discuss before submitting such information.

If you have any questions about the process generally, or how to submit your response, please call me at (914) 788-8050.

Very truly yours,

A handwritten signature in black ink that reads "Roberto Chavez". The signature is written in a cursive, flowing style.

Roberto Chavez
Regional Director

Enclosures:
Verified Complaint
Respondent Contact Information Form
Information for Respondents

Respondent Contact Information

Return to:
NYS Division of Human Rights
Peekskill Regional Office
8 John Walsh Boulevard, Suite 204
Peekskill, New York 10566

Re: Alexis Figueroa v. City of Newburgh
SDHR NO: 10157406

Correct legal name of Respondent: _____

Federal Employer Identification Number (FEIN): _____

Contact person for this complaint:

Name: _____ Title: _____

Street Address: _____

City/State/Zip: _____ Telephone No: (____) _____

E-mail address: _____

Do you have an attorney for this matter: Yes ___ No ___ If yes:

Attorney Name: _____

Firm: _____

Street Address: _____

City/State/Zip: _____ Telephone No: (____) _____

Will you participate in settlement/conciliation? Yes ___ No ___

If yes, for this purpose please contact:

Name: _____ Telephone No: (____) _____

(Settlement discussions will not delay the investigation and participation in settlement does not provide good cause for an extension of time to respond to the complaint.)

Signature

Date



NEW YORK STATE
DIVISION OF HUMAN RIGHTS
8 JOHN WALSH BOULEVARD, SUITE 204
PEEKSKILL, NEW YORK 10566

(914) 788-8050
Fax: (914) 788-8059
www.dhr.ny.gov

ANDREW M. CUOMO
GOVERNOR

GALEN D. KIRKLAND
COMMISSIONER

INFORMATION FOR RESPONDENTS
CONCERNING COMPLAINT PROCEDURES OF
NEW YORK STATE DIVISION OF HUMAN RIGHTS

The New York State Division of Human Rights is a State agency mandated to receive, investigate and resolve complaints of discrimination under N.Y. Executive Law, Article 15 ("Human Rights Law"). The Division's role is to fairly and thoroughly investigate the allegations in light of all evidence gathered.

WHAT TYPES OF COMPLAINTS ARE HANDLED BY THE DIVISION OF HUMAN RIGHTS?

The Human Rights Law forbids discrimination in employment, apprenticeship and training, purchase and rental of housing and commercial space, places of public accommodation, certain educational institutions, and credit transactions. If a person feels that he or she has been discriminated against by or reason of race, color, creed, sex, age (not public accommodation), disability, national origin, marital status, familial status (housing only), conviction or arrest record (employment only), genetic predisposition (employment only), military status, or sexual orientation, or because he or she has opposed any practices forbidden under the Human Rights Law, that person may file a complaint with the State Division of Human Rights.

HOW DOES A PERSON FILE A COMPLAINT?

Persons wishing to file a complaint of discrimination may contact the nearest regional office of the Division of Human Rights. The Human Rights Law requires that they must file such a complaint within one year of the alleged unlawful discriminatory act.

WHAT IS THE INVESTIGATIVE PROCEDURE?

The Division represents neither the Complainant nor the Respondent. The Division pursues the State's interest in the proper resolution of the matter in accordance with the Human Rights Law. Complainant and Respondent can retain private counsel to represent them during the investigation, but such representation is not required.

Upon receipt of a complaint, the regional office will:

- Notify the Respondent(s). (A Respondent is a person or entity about whose action the Complainant complains. An employer must have four or more employees for the Human Rights Law to apply.)
- Resolve issues of questionable jurisdiction.

INFORMATION FOR RESPONDENTS
CONCERNING COMPLAINT PROCEDURES OF THE NYS DIVISION OF HUMAN RIGHTS
Page 2

- Forward a copy of the complaint to the U.S. Equal Employment Opportunity Commission (EEOC) or the U.S. Department of Housing and Urban Development (HUD), where applicable. Such federal filing creates a complaint separate and apart from the complaint filed with the Division, although in most cases only one investigation is conducted pursuant to work-sharing agreements with these federal agencies.
- Investigate the complaint through appropriate methods (written inquiry, field investigation, witness interviews, requests for documents, investigatory conference, etc.), in the discretion of the Regional Director. The investigation of the complaint is to be objective.
- Allow the parties to settle the matter by reaching agreement on terms acceptable to the Complainant, Respondent and the Division. The Division will allow settlement from the time of filing until the matter reaches a final resolution.
- Determine whether or not there is probable cause to believe that an act of discrimination has occurred, if the matter cannot be settled prior to that Determination. The Division will notify the Complainant and Respondent in writing of the Determination.

You, or your attorney, may review the Division's file in this matter, and may copy by hand any material in the file, or obtain photocopies at a nominal charge. The Complainant in this matter has the same right to review the file.

WHAT IS THE DIVISION'S POLICY ON ADJOURNMENTS AND EXTENSIONS?

It is the Division's policy to investigate all cases promptly and expeditiously. Therefore, you are expected to cooperate with the investigation fully and promptly. No deadlines will be extended at any time during the investigation, unless good cause is shown in a written application submitted at least five (5) calendar days prior to the original deadline. Failure to comply could result in an adverse finding against you, which would be shared with, among others, the Secretary of State and the applicable State licensing agencies that govern your business.

WHAT IS THE PROCEDURE FOLLOWING THE INVESTIGATION?

If there is a Determination of no probable cause, lack of jurisdiction, or any other type of dismissal of the case, the Complainant may appeal to the State Supreme Court within 60 days.

If the Determination is one of probable cause, there is no appeal to court. The case then proceeds to public hearing before an Administrative Law Judge. Under Rule 465.20 (9 N.Y.C.R.R. § 465.20), the Respondent may ask the Commissioner of Human Rights within 60 days of the finding of probable cause to review the finding of probable cause. Such application should be sent to the General Counsel of the Division and to the Complainant, and Complainant's attorney, if any.

WHAT IS A PUBLIC HEARING?

A public hearing, pursuant to the Human Rights Law, is a trial-like proceeding at which relevant evidence is placed in the hearing record. It is a hearing de novo, which means that the Commissioner's final decision on the case is based solely on the content of the hearing record. The public hearing is presided over by an Administrative Law Judge, and a verbatim transcript is made of the proceedings.

The hearing may last one or more days, not always consecutive. Parties are notified of all hearing sessions in advance, and the case may be adjourned to a later date only for good cause.

INFORMATION FOR RESPONDENTS
CONCERNING COMPLAINT PROCEDURES OF THE NYS DIVISION OF HUMAN RIGHTS
Page 3

Respondent can retain private counsel for the hearing, and, if Respondent is a corporation, is required to be represented by legal counsel. The Complainant can retain private counsel for the hearing, but is not required to do so. If Complainant is not represented by private counsel, the Division's counsel prosecutes the case in support of the complaint. Attorneys for the parties or for the Division may issue subpoenas for documents and to compel the presence of witnesses.

At the conclusion of the hearing sessions, a proposed Order is prepared by the Administrative Law Judge and is sent to the parties for comment.

A final Order is issued by the Commissioner. The Commissioner either dismisses the complaint or finds discrimination. If discrimination is found, Respondent will be ordered to cease and desist and take appropriate action, such as reinstatement, training of staff, or provision of reasonable accommodation of disability. The Division may award money damages to Complainant, including back pay and compensatory damages for mental pain and suffering, and in the case of housing discrimination, punitive damages, attorney's fees and civil fines and penalties. A Commissioner's Order may be appealed by either party to the State Supreme Court within 60 days. Orders after hearing are transferred by the lower court to the Appellate Division for review.

WHAT IS A COMPLIANCE INVESTIGATION?

The compliance investigation unit verifies whether the Respondent has complied with the provisions of the Commissioner's Order. If the Respondent has not complied, enforcement proceedings in court may be brought by the Division.

NOTICE PURSUANT TO PERSONAL PRIVACY PROTECTION LAW

Pursuant to the Human Rights Law, the Division collects certain personal information from individuals filing complaints and from those against whom a complaint has been filed. The information is necessary to conduct a proper investigation; failure to provide such information could impair the Division's ability to properly investigate the matter. This information is maintained in a computerized Case Management System maintained by the Division's Director of Information Technology, who is located at One Fordham Plaza, Bronx, New York, (718) 741-8365.

PENAL PROVISION OF THE HUMAN RIGHTS LAW

The Human Rights Law contains the following penal provision:

"Any person, employer, labor organization or employment agency, who or which shall willfully resist, prevent, impede or interfere with the division or any of its employees or representatives in the performance of duty under this article, or shall willfully violate an order of the division or commissioner, shall be guilty of a misdemeanor and be punishable by imprisonment in a penitentiary, or county jail, for not more than one year, or by a fine of not more than five hundred dollars, or by both; but procedure for the review of the order shall not be deemed to be such willful conduct."
Human Rights Law § 299.

GENERAL INFORMATION

For a more detailed explanation of the process, see the Division's Rules of Practice (9 N.Y.C.R.R. § 465) available on our website www.dhr.ny.gov. If you have any additional questions about the process, the investigator assigned to the case will be available to answer most questions.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office
33 Whitehall Street, 5th Floor
New York, New York 10004-2112

TO:
City of Newburgh
Corporation Counsel, City Hall - 83 Broadway
Newburgh, NY 12550

PERSON FILING CHARGE:
Alexis Figueroa
THIS PERSON (Check one):
Claims to be aggrieved
Files on behalf of other(s)
DATE OF ALLEGED VIOLATION:
9/5/2012
PLACE OF ALLEGED VIOLATION:
Orange County
EEOC CHARGE NUMBER:
16GB204741
FEPA CHARGE NUMBER:
10157406

NOTICE OF CHARGE OF DISCRIMINATION WHERE AN FEP AGENCY WILL INITIALLY PROCESS

YOU ARE HEREBY NOTIFIED THAT A CHARGE OF EMPLOYMENT DISCRIMINATION UNDER

- Title VII of the Civil Rights Act of 1964
- The Age Discrimination in Employment Act of 1967 (ADEA)
- The Americans with Disabilities Act (ADA)

HAS BEEN RECEIVED BY: The New York State Division of Human Rights (FEP Agency) and sent to the EEOC for dual filing purposes.

While the EEOC has jurisdiction (upon expiration of any deferral requirements if this is a Title VII or ADA charge) to investigate this charge, EEOC may refrain from beginning an investigation and await the issuance of the FEP Agency's final findings and orders. These final findings and orders will be given weight by EEOC in making its own determination as to whether or not reasonable cause exists to believe that the allegations made in the charge are true.

You are therefore encouraged to cooperate fully with the FEP Agency. All facts and evidence provided by you to the Agency in the course of its proceedings will be considered by the Commission when it reviews the Agency's final findings and orders. In many instances the Commission will take no further action, thereby avoiding the necessity of an investigation by both the FEP Agency and the Commission. This likelihood is increased by your active cooperation with the Agency.

As a party to the charge, you may request that EEOC review the final decision and order of the above named FEP Agency. For such a request to be honored, you must notify the Commission in writing within 15 days of your receipt of the Agency's issuing a final finding and order. If the Agency terminates its proceedings without issuing a final finding and order, you will be contacted further by the Commission.

For further correspondence on this matter, please use the charge number(s) shown.

An Equal Pay Act investigation (29 U.S.C. §206(d)) will be conducted by the Commission concurrently with the FEP Agency's investigation of the charge.

Enclosure: Copy of the Charge

BASIS FOR DISCRIMINATION: National Origin

CIRCUMSTANCES OF ALLEGED VIOLATION:
SEE ATTACHED N.Y.S. DIVISION OF HUMAN RIGHTS COMPLAINT

DATE: September 21, 2012

TYPED NAME OF AUTHORIZED EEOC OFFICIAL:
Kevin J. Berry



ANDREW M. CUOMO
GOVERNOR



NEW YORK STATE
DIVISION OF HUMAN RIGHTS

NEW YORK STATE DIVISION OF
HUMAN RIGHTS on the Complaint of

ALEXIS FIGUEROA,

Complainant,

v.

CITY OF NEWBURGH,

Respondent.

VERIFIED COMPLAINT
Pursuant to Executive Law,
Article 15

Case No.

10157406

RECEIVED

SEP 21 2012

RICHMOND
VAL OFFICE

Federal Charge No. 16GB204741

I, Alexis Figueroa, residing at 324 First Street, Newburgh, NY, 12550, charge the above named respondent, whose address is Corporation Counsel, City Hall - 83 Broadway, Newburgh, NY, 12550 with an unlawful discriminatory practice relating to employment in violation of Article 15 of the Executive Law of the State of New York (Human Rights Law) because of national origin.

Date most recent or continuing discrimination took place is 9/5/2012.

The allegations are:

1. I am Hispanic, having been born in Puerto Rico. Because of this, I have been subject to unlawful discriminatory actions.
2. I worked for the respondent in the Department of Public Works from August 24, 2012 – September 5, 2012. I worked as a truck driver and equipment operator. To the best of my knowledge I performed all duties and tasks assigned to me satisfactorily. My time and attendance was good.
3. September 9, 2012 I was terminated for a comment I made on the job. I admit that I made a comment; however I believe the comment was taken out of context. I also believe I was terminated unfairly in that during my termination I was not afforded the proper procedures as done in past practice for other employees. I believe I was treated disparately and terminated because I am Hispanic.

Based on the foregoing, I charge respondent with an unlawful discriminatory practice relating to employment because of national origin, in violation of the New York State Human Rights Law (Executive Law, Article 15), Section 296.

I also charge the above-named respondent with violating Title VII of the Civil Rights Act of 1964, as amended (covers race, color, creed, national origin, sex relating to employment). I hereby authorize SDHR to accept this verified complaint on behalf of the U.S. Equal Employment Opportunity Commission (EEOC) subject to the statutory limitations contained in the aforementioned law(s).

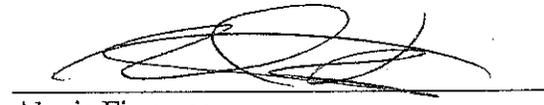
I have not commenced any other civil action, nor do I have an action pending before any administrative agency, under any state or local law, based upon this same unlawful discriminatory practice.



Alexis Figueroa

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:

Alexis Figueroa, being duly sworn, deposes and says: that he/she is the complainant herein; that he/she has read (or had read to him or her) the foregoing complaint and knows the content thereof; that the same is true of his/her own knowledge except as to the matters therein stated on information and belief; and that as to those matters, he/she believes the same to be true.



Alexis Figueroa

Subscribed and sworn to
before me this 18th day
of September, 2012



Signature of Notary Public

Sherri Moore-Lindo
Notary Public, State of New York
No. 01MO605483
Residing in Orange County
Commission Expires Feb. 12, 2015

RESOLUTION NO.: 196 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR
NOVEMBER 26, 2012 TO RECEIVE PUBLIC COMMENT ON THE
CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
FOR FISCAL YEAR 2013

BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2013; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 26th day of November, 2012 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

The City of Newburgh

Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Tiffany N. Reis
Assistant Corporation Counsel

MEMORANDUM

TO: Mayor Judy Kennedy
Councilwoman Regina Angelo
Councilman Cedric Brown
Councilman Curlie Dillard
Councilwoman Gay Lee

FROM: Michelle Kelson, Corporation Counsel

RE: Parking Violations Bureau

CC: Richard F. Herbek, City Manager
Cheryl A. Gross, Comptroller
Michael D. Ferrara, Police Chief
George Garrison, Public Works Superintendent

DATE: November 2, 2012

As you are aware, on August 17, 2012, the Governor signed Chapter 408 of the Laws of New York authorizing The City of Newburgh to establish an administrative parking tribunal. A copy of Chapter 408 of the Laws of New York is attached to this memorandum.

In accordance with this New York State legislation, the City must adopt a local law to implement the administrative parking tribunal. The New York State Vehicle and Traffic Law sets forth the parameters for the City's local law. A proposed local law is attached to this memorandum for your review and consideration. A public hearing is required for all local laws.

Additionally, the establishment of the parking tribunal requires technical amendments to other chapters of the code of ordinances that address parking, parking tickets and towing. Ordinances amending Chapter 288, Vehicles and Traffic and Chapter 297, Towing also are attached to this memorandum.

Please contact the undersigned with questions or if you need additional information.



MICHELLE KELSON
Corporation Counsel

MK/ar
Attachments

S T A T E O F N E W Y O R K

9771

I N A S S E M B L Y

April 2, 2012

Introduced by M. of A. SKARTADOS -- read once and referred to the
Committee on Transportation

AN ACT to authorize the city of Newburgh to establish an administrative
tribunal for the adjudication of parking infractions

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEM-
BLY, DO ENACT AS FOLLOWS:

1 Section 1. The city of Newburgh, acting through its governing body, is
2 hereby authorized to establish an administrative tribunal for the adju-
3 dication of parking infractions, subject to the provisions of article
4 2-B of the vehicle and traffic law. The city of Newburgh is in addition
5 authorized to provide by local law for the appointment of hearing exam-
6 iners for such administrative adjudications from a list of eligible
7 candidates including, but not limited to, judges, magistrates or other
8 officers within the city who have satisfied established standards, in
9 accordance with the provisions of article 2-B of the vehicle and traffic
10 law.

11 S 2. This act shall take effect immediately.

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets
[] is old law to be omitted.

LBD10144-01-1


[Watch Live](#)

 Bill No.:
 [Summary](#) [Actions](#) [Votes](#) [Memo](#) [Text \(Printer friendly text\)](#)
[Back](#)
[Bill Search & Legislative Information Home](#)
[Assembly Home](#)
[Bill / Floor Vote Search](#)
[New York State Laws](#)
[Legislative Calendar](#)
[Public Hearing Schedules](#)
[Assembly Calendars](#)
[Assembly Committee Agenda](#)
A09771 Summary:

BILL NO A09771
 SAME AS Same as S 3959, A 7299
 SPONSOR Skartados
 COSPNSR Calhoun
 MLTSPNSR

Authorizes the city of Newburgh to establish an administrative tribunal for the adjudication of parking infractions; further authorizes the city of Newburgh to provide for the appointment of hearing examiners.

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A09771 Actions:

BILL NO A09771
 04/02/2012 referred to transportation
 06/12/2012 reported referred to codes
 06/14/2012 reported referred to ways and means
 06/18/2012 reported referred to rules
 06/18/2012 reported
 06/18/2012 rules report cal.358
 06/18/2012 ordered to third reading rules cal.358
 06/19/2012 substituted by s3959
 S03959 AMEND= LARKIN
 03/10/2011 REFERRED TO LOCAL GOVERNMENT
 06/06/2011 1ST REPORT CAL.987
 06/07/2011 2ND REPORT CAL.
 06/13/2011 ADVANCED TO THIRD READING
 06/14/2011 HOME RULE REQUEST
 06/14/2011 PASSED SENATE
 06/14/2011 DELIVERED TO ASSEMBLY
 06/14/2011 referred to transportation
 01/04/2012 died in assembly
 01/04/2012 returned to senate
 01/04/2012 REFERRED TO LOCAL GOVERNMENT
 01/23/2012 1ST REPORT CAL.90
 01/24/2012 2ND REPORT CAL.
 01/30/2012 ADVANCED TO THIRD READING
 03/05/2012 HOME RULE REQUEST
 03/05/2012 PASSED SENATE
 03/05/2012 DELIVERED TO ASSEMBLY
 03/05/2012 referred to transportation
 06/19/2012 substituted for a9771
 06/19/2012 ordered to third reading rules cal.358
 06/19/2012 home rule request
 06/19/2012 passed assembly
 06/19/2012 returned to senate
 08/06/2012 DELIVERED TO GOVERNOR
 08/17/2012 SIGNED CHAP.408

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RESOLUTION NO.: 203 - 2012

OF

NOVEMBER 13, 2012

RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 26, 2012
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW ENACTING
CHAPTER 70 ENTITLED "PARKING VIOLATIONS BUREAU"
OF THE CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law enacting Chapter 70, entitled "Parking Violations Bureau" of the Code of the City of Newburgh and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 26th day of November, 2012, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: _____ 2012

OF

_____, 2012

**A LOCAL LAW ADDING CHAPTER 70 ENTITLED "PARKING VIOLATIONS BUREAU"
TO THE CODE OF THE CITY OF NEWBURGH**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Adding Chapter 70 entitled 'Parking Violations Bureau' to the Code of Ordinances of the City of Newburgh."

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to create the Parking Violations Bureau to adjudicate parking violations in the City of Newburgh.

SECTION 3 - AMENDMENT

The Code of Ordinances is hereby amended to add Chapter 70 entitled "Parking Violations Bureau" to read as follows:

§ 70-1. Purpose.

The City Council of the City of Newburgh creates a Parking Violations Bureau to adjudicate parking violations in the City of Newburgh.

§ 70-2. Definitions

The following terms and words, when used in this Chapter, shall have the meaning and effect as follows:

OPERATOR — Any person, corporation, firm, partnership, agency, association, organization or lessee that uses or operates a vehicle with or without the permission of the owner and an owner who operates his own vehicle.

OWNER — Any person, corporation, partnership, firm, agency, association, lessor or organization who at the time of the issuance of a notice of violation in any city which a vehicle is operated:

1. Is the beneficial or equitable owner of such vehicle ; or

2. Has title to such vehicle; or
3. Is the registrant or co-registrant of such vehicle which is registered with the department of motor vehicles of this state or any other state, territory, district, province, nation or other jurisdiction; or
4. Uses such vehicle in its vehicle renting and/or leasing business; or
5. Is an owner of such vehicle as defined by section 128 of the New York State Vehicle and Traffic Law or section 2100(a) of the New York State Vehicle and Traffic Law.

LESSOR – Any person, corporation, firm, partnership, agency, association or organization engaged in the business of renting or leasing vehicles to any lessee or bailee under a rental agreement or otherwise, wherein the said lessee or bailee has the exclusive use of said vehicle for any period of time.

LESSEE – means any person, corporation, firm partnership, agency, association or organization that rents, bails, leases, or contracts for the use of one or more vehicles and has the exclusive use thereof for any period of time.

RESPONDENT – Any person, corporation, firm, agency, association or organization charged with a parking violation.

VEHICLE – A vehicle as defined in section 159 of the New York State Vehicle and Traffic Law.

VIOLATION – The violation of any law, rule, regulation or ordinance providing for or regulating the parking, stopping or standing of a vehicle within the City of Newburgh.

§ 70-3. Terminology.

For the purposes of this Article, the term "Commissioner", unless specifically designated otherwise, shall refer to the City Manager who is charged with the specific responsibilities or duties referred to in this article.

§ 70-4. Establishment of Parking Violations Bureau.

There is hereby created an administrative tribunal as authorized by Chapter 408 of the Laws of 2012 to be known as a "Parking Violations Bureau" to have jurisdiction of traffic infractions which constitute a parking violation as herein defined. Such Parking Violations Bureau shall hear and determine complaints of traffic infractions constituting parking, standing or stopping violations with the functions, powers and duties herein stated.

§ 70-5. Officers and employees of Bureau.

- A. The head of such parking violations bureau shall be the Director, who shall be appointed and serve at the pleasure of the City of Newburgh's City Manager, who has and possesses the authority of a Commissioner of Traffic pursuant to Section 236 of the Vehicle and

Traffic Law of the State of New York. The director may exercise or delegate any of the functions, powers and duties conferred upon him or the Bureau by the Commissioner to any officer or employee of the Bureau deemed qualified by the director.

- B. The City Manager may appoint such number of deputy directors as he may deem necessary, but in no event to exceed four (4), who shall serve at the pleasure of the Commissioner; and said Commissioner may employ such officers and employees as may be required to perform the work of the Bureau, within the amounts available therefor in the City budget.

§ 70-6. Hearing Examiners.

- A. The Commissioner shall appoint supervising hearing examiners not to exceed six (6) in number and senior hearing examiners not to exceed six (6) in number. Every supervising hearing examiner shall have been admitted to the practice of law in the State of New York for at least seven (7) years and every senior hearing examiner for at least six (6) years. The duties of each supervising hearing examiner and senior hearing examiner shall include but not be limited to:
 - (1) Presiding at hearings for the adjudication of charges of parking violations.
 - (2) The supervision and administration of the work of the Bureau.
 - (3) Membership on the appeals board of the Bureau, as herein provided.
- B. The Commissioner shall appoint hearing examiners who shall preside at hearings for the adjudication of charges of parking violations. Hearing examiners shall be appointed and shall serve for such number of sessions as may be determined by the Commissioner and shall receive therefor such remuneration as may be fixed by the Council. Such hearing examiners shall not be considered employees of the City of Newburgh; and every hearing examiner shall have been admitted to the practice of law in New York State for at least five (5) years and shall be appointed from a list of eligible candidates who have satisfied the standards established by a duly constituted committee of the Orange County Bar Association. All such hearing examiners shall have a minimum of two (2) years' experience in the trial of issues in courts of record in the State of New York, exclusive of special term, or four (4) years of quasi-judicial experience appearing before governmental agencies. Such hearing examiners shall be bona fide residents of the City of Newburgh.

§ 70-7. Powers and duties of Bureau.

The Parking Violations Bureau shall have the following functions, powers and duties:

- A. To accept pleas to and to hear and determine charges of parking violations.
- B. To provide for penalties other than imprisonment for parking violations in accordance with a schedule of monetary fines and penalties; provided, however, that monetary

penalties shall not exceed the maximum amount allowed by the New York State Vehicle and Traffic Law for each parking violation.

- C. To adopt rules and regulations, not inconsistent with any applicable provision of law, to carry out the purposes of Article 2-B of the Vehicle and Traffic Law of the State of New York, including but not limited to rules and regulations prescribing the internal procedures and organization of the Bureau, the manner and time of entering pleas, the conduct of hearings and the amount and manner of payment of penalties.
- D. To issue subpoenas to compel the attendance of persons to give testimony at hearings and to compel the production of relevant books, papers and other things.
- E. To enter judgments and enforce them, without court proceedings, in the same manner as the enforcement of money judgments in civil actions in any court of competent jurisdiction or any other place provided for the entry of civil judgment within the State of New York.
- F. To compile and maintain complete and accurate records relating to all charges and dispositions and to prepare complete and accurate transcripts of all hearings conducted by the Bureau and to furnish such transcripts to the person charged at said person's own expense upon timely request and upon said person complying with the regulations of the Bureau.
- G. To remit to the Comptroller, on or before the 15th day of each month, all monetary penalties or fees received by the Bureau during the prior calendar month, along with a statement thereof, and, at the same time, to file duplicate copies of such statement with the City Comptroller.
- H. To answer within a reasonable period of time all relevant and reasonable inquiries made by a person charged with a parking violation or his attorney concerning the notice of violation (summons) served on that person. The Bureau must also furnish within a reasonable period of time to the person charged, on his request and upon complying with the regulations of the Bureau, a copy of the original notice of violation (summons), including all information contained thereon. Failure of the Bureau to comply with the provisions of this subsection or any part of the provisions of this subsection within forty-five (45) days of such inquiry, forwarded to the bureau by certified or registered mail, return receipt requested, will result, upon the request of the person charged, in an automatic dismissal of all charges relating to and only to that notice of violation (summons) to which the inquiry was made.
- I. To prepare and issue a notice of violation in blank to members of the Police Department, parking enforcement officers and to other officers as the Bureau by regulation shall determine. The notice of violation (summons) or duplicate thereof, when filled in and

sworn to or affirmed by such designated officers and served as provided in this Chapter, shall constitute notice of the parking violation charged.

§ 70-8. Notice of violation (summons).

- A. The notice of violation (summons) shall contain information advising the person charged of the manner and the time in which he may plead either guilty or not guilty to the violation alleged in the notice. Such notice of violation (summons) shall also contain a warning to advise the person charged that failure to plead in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon. The form and wording of the notice of violation (summons) shall be prescribed by the Director. A duplicate of each notice of violation (summons) shall be served on the person charged in the manner hereinafter provided. The original or a facsimile thereof shall be filed and retained by the Bureau and shall be deemed a record kept in the ordinary course of business and shall be prima facie evidence of the facts contained therein.
- B. A notice of violation (summons) shall be served personally upon the operator of a motor vehicle who is present at the time of service, and his name and address, together with the plate designation and the plate type as shown by the registration plates of said vehicle and the expiration date; the make or model and the body type of said vehicle; a description of the charged violation, including but not limited to a reference to the applicable traffic rule or provision of this chapter; information as to the days and hours the applicable rule or provision of this chapter is in effect, unless always in effect pursuant to rule or this chapters and where appropriate the work ALL when the days and/or hours in effect are every day and/or twenty-four hours a day; the meter number for a meter violation, where appropriate; and the date and a particular place of occurrence of the charge violation, shall be inserted therein. The notice of violation (summons) shall be served upon the owner of the motor vehicle or, if the operator is not present, by affixing such notice to said vehicle in a conspicuous place. Whenever so affixed, in lieu of inserting the name of the person charged with the violation in the space provided for the identification of said person, the words "owner of the vehicle bearing license" may be inserted, to be followed by the plate designation and plate type as shown by the registration plates of said vehicle, together with the expiration date, the make or model and the body type of said vehicle. Service of the notice of violation (summons) or a duplicate thereof by affixation as herein provided shall have the same force and effect and shall be subject to the same penalties for disregard thereof as though the same was personally served with the name of the person charged with the violation inserted therein.
- C. For the purposes of this Chapter, an operator of a vehicle who is not the owner thereof but who uses or operates such vehicle with the permission of the owner, express or implied, shall be deemed to be the agent of such owner to receive notice of violation (summons), whether personally served on such operator or served by affixation in the manner

aforesaid, and service made in either manner as herein provided shall also be deemed to be lawful service upon such owner.

§ 70-9. Answering parking violation notices.

- A. The owner of a vehicle that has had a notice of parking violation attached or affixed to his/her vehicle may, within the time specified in such notice, answer at the parking violations bureau to the charges set forth therein, either in person or by power of attorney, by paying a prescribed fine and applicable surcharge, in writing, waiving a hearing, pleading guilty to the charge and giving power of attorney to the person in charge of the bureau to make such a plea and pay such fine to the bureau. Acceptance of the fine and surcharge and power of attorney by the bureau shall be deemed complete satisfaction of the violation and violator shall be given a receipt.
- B. A plea shall be entered within eight (8) days after service of the notice of violation. A plea may be entered in person or by representative or by ordinary mail at such location of the bureau as from time to time shall be fixed by the Commissioner. Any plea entered by mail, if mailed in proper form within eight (8) days after service of the notice of violation shall be accepted by the bureau.
- C. Pleas by mail shall be made by:
 - 1. Entering the desired plea on the plea form on the back of the notice of violation;
 - 2. Entering the name and address in the space provided on the plea form;
 - 3. Signing the plea; and
 - 4. Mailing the notice of violation with the plea form completed, by appropriate form of mail, to the mailing address stated on the notice of violation.
- D. A plea of guilty shall be accompanied by a check or money order for the payment in full of the appropriate fines set forth on the notice of violation for the subject violation(s).
- E. A person pleading not guilty may request a hearing. This shall be done at the time of the pleading by completing the reverse side of the notice of violation in accordance with the instructions thereon.
- F. Whenever a person charged with a parking violation enters a plea of not guilty, the bureau shall advise such person personally by such form of first class mail as the director may direct of the date on which he/she must appear to answer the charge at a hearing. The form and content of such notice of hearing shall be prescribed by the director, and shall contain a warning to advise the person so pleading that failure to appear on the date designated, or on any subsequent adjourned date, shall be deemed an admission of liability, and that a default judgment may be entered thereon.
- G. Whenever a plea of not guilty has been entered by a person in a timely fashion and a hearing upon the merits has been demanded, but has not yet been held, the bureau shall

not issue any notice of fine or penalty relative to the subject parking violation to that person prior to the date of the hearing.

- H. Where an operator or owner fails to enter a plea to a charge of a violation or fails to appear on a designated hearing date or subsequent adjourned date or fails after a hearing to comply with the determination of a hearing examiner, as prescribed by this chapter or by rule or regulation of the bureau, such failure to plead, appear or comply shall be deemed, for all purposes, an admission of liability and shall be grounds for rendering and entering a default judgment in an amount provide by the rules and regulations of the bureau. However, after the expiration of the original date prescribed for entering a plea and before a default judgment may be rendered, in such case the bureau shall, pursuant to applicable provisions of law, notify operator or owner, by such form of first class mail as the bureau may direct:
1. Of the violation charged;
 2. Of the impending default judgment;
 3. That such judgment will be entered in the city court of the city of Newburgh or other court of civil jurisdiction or any other place provided for the entry of civil judgments within the state of New York; and
 4. That a default judgment may be avoided by entering a plea or making an appearance within thirty (30) days of the sending of such notice.
- I. Pleas entered within thirty (30) days of the mailing of such notice shall be in the manner prescribed in the notice and not subject to such penalty or fee. In no case shall a default judgment be rendered or, where required, a notice of impending default judgment be sent, more than two (2) years after the expiration of the time prescribed for entering a plea.
- J. Failure to plead or respond.
1. Whenever a person has been issued a notice of violation and has not responded in the manner prescribed, a second notice of violation shall be provided by the bureau by regular first class mail in accordance with the following time periods:
 - a. Within forty (40) days of the issuance of the first notice of violation if the motor vehicle is registered in New York State; or
 - b. Within forty (40) days of the time when the bureau received information on the ownership of the vehicle of the motor vehicle is registered in another state.
 2. The second notice shall include, at a minimum, the following information:
 - a. The owner has twenty (20) days from the issuance of the second notice in which to respond to the notice of violation for a parking violation.
 - b. Failure to respond to the notice of violation for a parking violation may result in the suspension and non-renewal of the owner's registration.
 - c. Failure to respond to the notice of violation for a parking violation may subject the owner to additional penalties.
 - d. Failure to respond to the notice of violation for a parking violation shall subject the owner to a default judgment and additional penalties.

- e. Submission of a plea of guilty to the parking violation makes the owner liable for payment of the stated fine and additional penalties.
- 3. Whenever a person has been issued a second notice of violation for a parking violation and has not responded in a manner prescribed, a third notice shall be provided by the bureau by regular first class mail.
- 4. The third notice shall include, at a minimum, the following information:
 - a. The owner has twenty (20) days from the issuance of the third notice in which to respond to the notice of violation for a parking violation;
 - b. In addition to those penalties imposed after the first and second notices are issued, failure to respond to the notice of violation of a parking violation may subject the owner to one or more of the following:
 - i. Default judgment;
 - ii. Impounding and/or immobilizing the owner's motor vehicle; and
 - iii. Any additional penalties prescribed by the New York State Vehicle and Traffic Law.
- 5. Additional penalties:
 - a. The failure to respond to the notice of violation for a parking violation may subject the owner to the additional penalties as follows:

Penalties for Failure to Respond to a Notice of Parking Violation	
Number of Days from Issuance of First Notice of Violation	Penalty in Addition to Initial Fine
1 through 20 days	No penalty; liable for initial fine only
21 st day	Initial Fine, plus first penalty of \$5.00
31 to 75 days, if third notice of violation mailed	Total of above, plus second penalty of \$10.00
75 days or more	Total of above, plus third penalty of \$20.00
90 days	Total of above, plus deemed admission of liability, subject to default judgment; and/or towing or immobilization and fees.

§ 70-10. Hearings.

- A. All hearings will be held and payments are to be made in the City of Newburgh, New York, at such place as the Director shall designate from time to time, except that within nine (9) months from the date the Parking Violations Bureau is operative, the Director is to designate not more than four (4) decentralized locations where hearing will be held at least once per month.
- B. All hearings shall be held daily from 9:00 a.m. to 4:00 p.m., except on Saturdays, Sundays and legal holidays, or at such other time designated by the Director.
- C. Every hearing for the adjudication of a charge of a violation shall be held before a Hearing Examiner, Senior Hearing Examiner or Supervising Hearing Examiner. All hearings shall be public. A respondent may be represented by legal counsel. The Hearing Examiner shall

not be bound by the rules of evidence in the conduct of the hearing except rules relating to privileged communications. No charges may be established except upon proof by substantial evidence. All testimony shall be given under oath or affirmation.

- D. A record shall be made of every hearing either by stenographic recordings or by mechanical or electronic methods as the Director shall determine. A transcript of such record shall be supplied to a respondent on application and the payment of a fee as provided in Chapter 163, Fees, and the cost of such transcript. The Hearing Examiner may, in his discretion or at the request of the respondent, on a showing of good cause and need thereof, issue a subpoena to compel the appearance at a hearing of the officer who served the notice of violation (summons) or of other persons to give testimony, and he may issue a subpoena duces tecum to compel the production for examination or introduction into evidence, of any book, paper or other thing relevant to the charges alleged.
- E. In the case of a refusal to obey a subpoena, the Bureau may make application to the Supreme Court pursuant to Section 2308 of the Civil Practice Law and Rules for an order requiring such appearance, testimony or production of evidence.
- F. The Bureau may, with or without the respondent's request or consent, consolidate for hearing or appeal one (1) or more charges pending against such respondent. An adjournment may be requested by the respondent [up to twenty-four (24) hours] prior to the hearing, but not more than two (2) adjournments shall be granted except under extraordinary circumstances.

§ 307-11. Decisions and judgments.

- A. The Hearing Examiner shall make a determination of the charges, either sustaining or dismissing them. After a determination has been made sustaining the charges, the Hearing Examiner may examine respondent's prior violations record prior to rendering a final determination.
- B. A final determination of the charges shall be entered on a judgment record maintained by the Bureau, together with the records showing payment or nonpayment of penalties. A copy of such judgment record, or a transcript thereof, may be filed in the office of the Clerk of the City Court of Newburgh and/or in the office of the Clerk of the County of Orange and/or in such other county wherein the respondent resides or is employed.

§ 307-14. Appeals.

- A. There shall be an Appeals Board within the Bureau, which shall consist of three (3) or more persons duly qualified as Hearing Examiners, excluding from the panel the hearing officer whose decision is the subject of the appeal.

- B. An appeal from a determination of any hearing officer after a hearing on a plea denying a motion to reopen any matter shall be submitted to the Appeals Board, which shall have the power to review the facts and the law and shall have power to reverse or modify any determination appealed from for error of fact or law.
- C. A party aggrieved by a final determination of a Hearing Examiner may obtain a review thereof by serving, either personally, in writing or by certified or registered mail, return receipt requested, upon the Bureau, within thirty (30) days of the entry of such final determination, a notice of appeal setting forth the reasons why the final determination should be reversed or modified. Upon receipt of such notice of appeal, the Bureau shall furnish to the appellant, at his request and at his own expense, a transcript of the original hearing. No appeal shall be conducted less than ten (10) days after the mailing of the transcript to the appellant or his attorney. The notice of appeal shall be in such form as the Director may prescribe. No appeal may be had where a plea of guilty or guilty with an explanation was entered by the respondent at the hearing.
- D. Appeals shall be conducted in the presence of the appellant or his attorney, or both, if such right of appearance is expressly requested by the appellant in his notice of appeal and upon his complying with the regulations of the Bureau and paying of fee as outlined in Chapter 163, Fees. If the appellant elects to appear, the Bureau, within thirty (30) days after the receipt of the notice of appeal, shall advise the appellant, either personally or by ordinary first class mail, of the date on which he shall appear. No appeal shall be conducted less than ten (10) days after the mailing of such notification. The appellant shall be notified in writing of the decision of the Appeals Board.
- E. The service of a notice of appeal shall not stay the enforcement of a judgment upon the determination appealed from unless the appellant shall have posted a bond in the amount of such determination at the time of or before the service of such notice of appeal unless the enforcement of such judgment shall have been stayed by the Appeals Board.
- F. The order of the Appeals Board shall be the final determination of the Bureau. Judicial review may be sought pursuant to Article 78 of the Civil Practice Law and Rules.

§ 307-15. Towing.

- A. Pursuant to the authority conferred upon the City of Newburgh by the provisions of Section 1640(a)14 of the Vehicle and Traffic Law of the State of New York, whenever a motor vehicle is parked or abandoned on the public streets of the City of Newburgh during snowstorms, floods, fires or other public emergencies or is found unattended where it constitutes an obstruction to traffic or where any such motor vehicle has been parked or abandoned in any place where stopping, standing or parking is prohibited, any police officer or parking enforcement officer of the City of Newburgh is hereby authorized to cause such vehicle to be removed and conveyed by means of towing the same, or otherwise, in accordance with the provisions of Chapter 288, Vehicles and Traffic, and Chapter 297,

Wreckers and Towers, of the Code of Ordinances of the City of Newburgh. Such towing shall be at the risk of the owner of such vehicle, and the City of Newburgh shall assume no responsibility for the same.

- B. An abandoned vehicle shall be defined and, if unclaimed, disposed of in accordance with Section 1224 of the Vehicle and Traffic Law of the State of New York and the provisions Chapter 288, Vehicles and Traffic, and Chapter 297, Wreckers and Towers, of the Code of Ordinances of the City of Newburgh.
- C. Towing and storage charges.
 - 1. The owner or person entitled to possession of such vehicle shall pay a towing charge and storage charge for each day or fraction thereof after the first twenty-four (24) hours that such vehicle is in the custody of the City of Newburgh as provided in Chapter 163, Fees.
 - 2. These charges shall be in addition to the fines and penalties, if any, hereinafter provided within this Chapter for vehicles that are left standing, stopped or parked illegally.
 - 3. Such towing charges shall be paid to the Parking Violations Bureau at a place designated by such Bureau, during the hours such Bureau is open.
- D. Before the owner or person in charge of such vehicle shall be permitted to remove the same from the custody of the City of Newburgh, he shall furnish evidence of his identity and ownership or right to possession of such vehicle and shall sign a receipt and release in such form as the Parking Violations Bureau shall prescribe; provided, further, that such owner or person entitled to possession of such vehicle may not obtain the release of such vehicle before paying the towing, storage, outstanding parking summonses and related penalties and other fees hereinabove mentioned.

§ 70-16. Liability.

- A. The operator of a vehicle shall be primarily liable for the penalties imposed pursuant to this Article. The owner of the vehicle, even if not the operator thereof, shall also be liable therefor, if such vehicle was used or operated with his permission, express or implied, but in such case, the owner may recover any penalties paid by him from the operator.
- B. Notwithstanding any inconsistent provision of this Chapter or of any other provision of law, any person, corporation, firm, agency, association or organization that is the renter or lessor of a vehicle shall not be liable for penalties in excess of the schedule of fines imposed pursuant to this Article if upon an appropriate fixing of liability upon said renter or lessor there be due and timely payment made of all scheduled fines.
- C. A renter or lessor of a vehicle shall not be liable for penalties imposed pursuant to this Article if, at the time the notice of violation (summons) or a duplicate of such notice is

served, the registration plate number of the vehicle for which said notice of violation (summons) or duplicate was served and the address of the renter or lessor has been filed by the renter or lessor with the Bureau and notice of the service of a notice of violation (summons) or a duplicate of such notice for a parking violation has not been given to the renter or lessor or by the Bureau within ninety (90) days after such service. Such notice shall be given by ordinary mail to the address on file with the Bureau.

§ 70-17. Schedule of fines and penalties.

The schedule of fines and penalties shall be as follows:

Violation	Fine
Failure to deposit required coins in a parking meter, overtime parking in a metered space or other meter violation	\$15.00
Parking prohibited beyond time limit allowed, other than parking meter	\$10.00
Parking over lines	\$10.00
Improper Angle Parking	\$10.00
Parking on the sidewalk	\$10.00
Parking prohibited upon publicly or privately owned premises without permission	\$10.00
Parking in City lot without permit	\$10.00
Restricted Parking near Newburgh Free Academy and St. Luke's Cornwall Hospital	\$10.00
Stopped, standing or parked facing wrong direction	\$10.00
Stopped, standing or parked more than 12 inches from curb	\$10.00
 <i>Parking prohibitions:</i>	
Parking prohibited at any time	\$10.00
Parking prohibited during certain hours	\$10.00
Parking prohibited on alternate days	\$25.00
Parking prohibited on alternate days - snow emergency	\$50.00
Parking prohibited on alternate days - street cleaning	\$50.00
Parking prohibited on snow emergency routes	\$50.00
Parking prohibited in a taxi stand	\$10.00
Parking prohibited in a bus stop	\$10.00
Parking prohibited in a loading zone	\$10.00
Parking prohibited in boat trailer parking zone	\$10.00
Violation	Fine
<i>Standing prohibitions:</i>	
Standing prohibited at any time	\$10.00
Standing prohibited during certain hours	\$10.00
Standing prohibited from here to corner	\$20.00

Stopping prohibitions:

Stopping prohibited at any time	\$10.00
Stopping prohibited during certain hours	\$10.00
Stopping prohibited from here to corner	\$20.00
Stopped, standing or parked on a sidewalk	\$20.00
Standing or parked in front of a public or private driveway	\$25.00
Expired certificate of inspection or registration	\$20.00
Stopped, standing or parked within 15 feet of a fire hydrant	\$25.00

Double parking	\$25.00
Obstructing traffic	\$25.00
Interfering with snow removal	\$50.00
Public Safety Reserved Parking	\$10.00
Parking/Standing within 50 ft of Firehouse	\$10.00
Handicapped parking violations per § 1203-c of the Vehicle and Traffic Law	\$100.00

NOTE: In addition, a surcharge of \$30 has been levied by the state of New York for handicapped parking violations pursuant to § 1809-b of the Vehicle and Traffic Law.

ORDINANCE NO.: _____ - 2012

OF

_____, 2012

AN ORDINANCE AMENDING CHAPTER 288, "VEHICLES AND TRAFFIC" WITH RESPECT TO ARTICLE III "PARKING, STANDING AND STOPPING"; ARTICLE IV "SNOW EMERGENCY PARKING"; ARTICLE V "PARKING METERS"; ARTICLE VI "REMOVAL AND STORAGE OF VEHICLES" AND ARTICLE VII "MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 288, "Vehicles and Traffic" of the Code of Ordinances be and is hereby amended as follows:

SECTION 288, VEHICLES AND TRAFFIC

Section 1. Article III, Parking, Standing and Stopping

§ 288-36.1. Parking prohibited during street cleaning operations.

F. Penalties for offenses. ~~Any person violating § 288-36.1 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$50. Any person who is charged with a violation of § 288-36.1 who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine of \$ 50. For the purposes of § 288.36.1, each twenty-four-hour period any violation of this section shall continue a separate offense. Notwithstanding any other provision of the City Code of Ordinances and in addition to any other fine or penalty, any costs or expenses incurred by the City of Newburgh in connection with the towing or storing of a vehicle shall be paid by the owner or person entitled to possession of such vehicle prior to the release of such vehicle to the person entitled thereto.~~

G. ~~Notwithstanding the provisions of Subsection F of this section, the penalty for violating this section shall be satisfied by the payment of \$ 30 if such payment is made within 48 hours of the time of the issuance of such notice of violation, summons and/or appearance ticket.~~

Underlining denotes additions

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Section 2. Article IV, Snow Emergency Parking

§ 288-46. Citation on vehicle parked or left in violation of article.

Whenever any motor vehicle without a driver is found parked or left in violation of any provision of this article and is not removed and impounded as provided for in this article, the officer finding such vehicle shall ~~take its registration number and any other information displayed on the vehicle which may identify its user and shall~~ conspicuously affix to such vehicle a notice of violation traffic ticket on a form provided by the City for the driver to answer to the charge against him in accordance with the provisions of Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh within 15 days during the hours and at a place specified in the ticket.

~~§ 288-47. Failure to comply with traffic ticket attached to vehicle.~~

~~If a violator of this article does not appear in response to a traffic ticket affixed to such motor vehicle in accordance with this article within a period of 15 days, the Traffic Violations Bureau shall send the owner of the motor vehicle to which the traffic ticket was affixed a letter informing him of the violation and warning him that, in the event such letter is disregarded, a warrant of arrest may be issued.~~

~~§ 288-48. Evidence of violations.~~

~~In any prosecution with regard to a vehicle parked or left in a place or in a condition in violation of any provision of this article, proof that the particular vehicle described in the complaint was parked or left in violation of a provision of this article, together with proof that the defendant named in the complaint was at the time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this article.~~

§ 288-49. Snow emergency routes designated.

The streets or portions of streets within the City set forth in Schedule XXX (§288-88), attached to and made a part of this chapter, are hereby designated as snow emergency routes.

Section 3. Article V, Parking Meters

§ 288-53. Violations and enforcement.

D. Enforcement.

(1) Reports of violations. It shall be the duty of the police officers of the city, or Parking Enforcement Officers, acting in accordance with instructions issued by the Chief of Police, to report:

Underlining denotes additions
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(a) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been parked or standing in violation of any of the provisions of this article.

(b) The state license number of such vehicle.

(c) The time during which such vehicle is parked or standing in violation of any of the provisions of this article at the time of his inspection.

(d) Any other facts, or knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(2) Notices of violations. Each such police officer or parking enforcement officer shall also attach to such vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of a provision of this article and instructing and summoning such owner or operator to respond in accordance with the provisions of Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh report at police headquarters or at the City Court of the City in regard to such violation.

(3) Penalties. The penalty for such parking meter violations shall be set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh \$15. ~~Each owner or operator may, within 15 days of the time when such notice was attached to such vehicles, pay, as a penalty for and in full satisfaction of such violations, the sum of \$15. or, in the alternative, enter a plea of not guilty to such charge. Failure to pay said sum within 15 days or enter a plea of not guilty shall increase the penalty for such violation to \$30.~~

(4) ~~Notwithstanding the provisions of Subsection D(3) of this section, the penalty for such parking meter violations shall be satisfied by the payment of the sum of \$10 if such payment is made within 48 hours of the time of issuance of such notice, exclusive of Saturdays, Sundays or legal holidays.~~

Section 4. Article VI, Removal and Storage of Vehicles

§ 288-56. Redemption of property; charges.

A. The owner of any such vehicle or other property removed from any public highway or municipal parking area under any provision of this article may redeem such property at any time after its removal, but prior to the sale or destruction thereof, upon payment to the Parking Violations Bureau in accordance with the provisions set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh ~~to the Comptroller or his designated representative, who shall be a City employee, of such sum as he may fix and determine for the actual or estimated reasonable cost and expense of removal and any preliminary sale advertising expenses, not to exceed \$100, plus storage, for each article removed.~~

Underlining denotes additions

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Section 5. Article VII, Miscellaneous Provisions

§ 288-57. Penalties for offenses.

Any person violating the provisions of Articles II, III, IV, V or VI of this Chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine as set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh. Any person who is charged with a violation of a provision of this Chapter who has been served according to law with a summons or appearance ticket shall enter a plea in response as set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh.

- ~~A. Except as otherwise herein provided, any person violating any of the provisions of Articles II and III of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$10 for the first offense or, for a second or subsequent offense, to a fine of \$25.~~
- ~~B. Any person who is charged with a traffic infraction subject to the penalties provided for in Subsection A hereof who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine for the violation of this section of \$30 for the first offense or, for a second or subsequent offense, to a fine of \$75.~~
- ~~C. Any person violating § 288-36 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$25 or, if a snow emergency was in effect as of the time of commission of said traffic infraction, a fine of \$50. Any person who is charged with a violation of §288-36 who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine of \$50, or if a snow emergency was in effect as of the time of the commission of said traffic infraction, to an additional fine of \$100.~~
- ~~D. Every person convicted of a traffic infraction for a violation of any provision of this chapter which is not a violation of any provision of the Vehicle and Traffic Law of the State of New York shall, for a first conviction thereof, be punished by a fine of not more than \$50 or by imprisonment for not more than 15 days, or by both such fine and imprisonment; for a second such conviction within 18 months thereafter, such person shall be punished by a fine of not more than \$100 or by imprisonment for not more than 45 days, or by both such fine and imprisonment; upon a third or subsequent conviction within 18 months after the first conviction, such person shall be punished by a fine of not more than \$250 or by imprisonment for not more than 90 days, or by both such fine and imprisonment.~~

Underlining denotes additions

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~~E. Notwithstanding anything to the contrary contained in this section, any person charged with the violation of any of the provisions of Articles III, IV, V and VI of this chapter for violations which took place on or before March 31, 2009, upon entering a plea of guilty to the infraction charged in the summons, may fully discharge his obligation to the City under such summons by paying to the City of Newburgh, no later than September 30, 2009, the amount due thereon as if the summons had been fully paid within 15 days from the original service thereof, without any other interest, penalties or surcharges which would be imposed in the absence of this chapter.~~

~~F. Any person violating § 1203-b or 1203-c of the Vehicle and Traffic Law of the State of New York or §288-34 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$100 for the first offense or, for a second or subsequent offense, to a fine of \$250.~~

Section 6. This ordinance shall take effect upon the adoption of Local Law No. x-2012 of _____, 2012.

Underlining denotes additions
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ORDINANCE NO.: _____-2012

OF

_____, 2012

AN ORDINANCE AMENDING SECTION 297-22 "TOWING OF VEHICLES BY CITY"
OF CHAPTER 297 ENTITLED "WRECKERS AND TOWERS"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 297-22, "Towing of Vehicles by City" of Chapter 297, entitled "Wreckers and Towers" be and is hereby amended as follows:

SECTION 297, WRECKERS AND TOWERS

Section 1. § 297-22. Towing of vehicles by City.

- A. In the event that a vehicle is towed by the employees and agents of the City itself, using tow vehicles, equipment and facilities owned and/or controlled by the City, then the City of Newburgh shall charge such fees against the owner and/or party responsible for such towed vehicle and for winching, cleaning the scene, storage and all other applicable charges equivalent to the schedule of fees charged by private licensees as authorized under § 297-3 of this chapter for such services. Such towing and related services shall be performed and provided by the City generally in accordance with the protocols set forth in this chapter as are applicable to private licensees, subject to such specific provisions and commands as may be issued by the City Manager and the Chief of Police or their designee(s).
- B. Persons or entities reclaiming vehicles from the City shall comply with the following before such vehicle shall be released by the City:
- (1) Satisfactory proof of ownership and/or entitlement to physical possession of such vehicle shall be provided to the Parking Violations Bureau ~~designated officer of the City of Newburgh Police Department.~~
 - (2) Payment of all outstanding fines, violations, parking tickets and all other offenses and fees shall be made to the Parking Violations Bureau City Clerk. The Parking Violations Bureau City Clerk shall issue a receipt for such payment, which receipt must be provided to the designated officer or agent of the Police Department prior to such release. If the vehicle is

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designated as an "abandoned vehicle," then in addition to the foregoing the City shall charge an additional fee as set forth in Chapter 163, Fees, of this Code prior to releasing same.

(3) If a vehicle is towed by a private licensee to a City storage facility at the request of the City, in addition to the foregoing, the City shall charge the owner or responsible party a sum equivalent to the towing cost charged to the City by such private licensee plus a storage fee as set forth in Chapter 163, Fees, of this Code.

(4) Abandoned vehicles.

(a) If the vehicle towed by or at the request of the City is designated by the City as an "abandoned vehicle," and the value of such vehicle is established by the City is less than \$1,250, the City shall pay to a private licensee for such tow a fee of \$50. If such vehicle is stored at a private facility, the City will not be liable to such private licensee for any storage charges; and the City will take or accept possession of such vehicle from such private licensee within a reasonable time.

(b) If an abandoned vehicle towed pursuant to Subsection B(4)(a) above has a value as established by the City of \$1,250 or more, the private licensee in physical possession of such vehicle may retain possession of same for further handling and disposition in compliance with the New York State Vehicle and Traffic Law and applicable rules and regulations, or may turn over such physical possession of same to the City upon notice to the City and acceptance by the City of same. If a vehicle is turned over to the City pursuant hereto, the licensee shall also provide to the City at such time all documentation and available history regarding said vehicle.

Section 2. This ordinance shall take effect upon the adoption of Local Law No. x-2012 of _____, 2012.

Underlining denotes additions

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RESOLUTION NO.: 197 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF
THE SEPARATION AND SETTLEMENT AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND LEYLAND ALLIANCE LLC
TO LEYLAND NEWBURGH ASSOCIATES, LLC AND
THE RELEASE OF EASEMENTS AND RESTRICTIONS

WHEREAS, by Resolution No. 107-2012 of June 18, 2012, the City Council authorized the City Manger to execute a Settlement and Separation Agreement ("Separation Agreement") with Leyland Alliance, LLC terminating prior agreements regarding the proposed redevelopment of approximately thirty (30) acres of City-owned lands located on and in close proximity to the Newburgh waterfront on the Hudson River; and

WHEREAS, by Resolution No. 151-2012 of September 10, 2012, the City Council granted to Leyland Alliance, LLC a sixty (60) day extension of the due diligence period from August 27, 2012 to October 26, 2012 and a corresponding sixty (60) day extension of time to close title from October 26, 2012 to December 24, 2012; and

WHEREAS, Leyland Alliance LLC is seeking to assign the Separation Agreement to Leyland Newburgh Associates, LLC, a wholly-owned subsidiary; the release of certain deed easements and reservations; and the cooperation of the City of Newburgh regarding the development of the real property to be transferred under the terms of the Separation Agreement; and

WHEREAS, the requests of Leyland Alliance require an amendment to the Separation Agreement; and

WHEREAS, this Council has determined that granting the requests of Leyland Alliance, LLC and entering into an amendment to the Separation Agreement is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized execute an amendment to the Separation and Settlement Agreement as annexed hereto and made part hereof with other provisions as Corporation Counsel may require permitting the assignment of the Agreement from Leyland Alliance, LLC to Leyland Newburgh Associates, LLC, releasing deed easements and restrictions, and providing cooperation regarding the redevelopment of the real property subject to the Separation Agreement.

AMENDMENT
TO
SEPARATION AND SETTLEMENT AGREEMENT

THE CITY OF NEWBURGH, NEW YORK
AND
LEYLAND ALLIANCE, LLC

WHEREAS, the City of Newburgh, New York ("City") and Leyland Alliance LLC ("Leyland") entered into an agreement entitled "Separation and Settlement Agreement" ("Agreement") dated June 28, 2012, regarding the termination of prior agreements and the transfer of certain properties more particularly described in the Agreement, and

WHEREAS, the City and Leyland are desirous of amending the Agreement as herein provided, and

WHEREAS, the City has authorized this Amendment by Resolution No.151-2012 of September 10, 2012 and Resolution No. 197-2012 of November 13, 2012, and further authorized the City Manager to execute this Amendment on behalf of the City, the parties acknowledging adequate consideration therefor in the form of the mutual promises and conditions stated herein,

NOW, THEREFORE, the City and Leyland hereby amend the Agreement as follows:

1. The "Due Diligence Period" shall be extended from August 27, 2012 to October 26, 2012 and the time to close title shall be extended from October 26, 2012 to December 24, 2012.

2. Leyland may assign its rights and obligations under the Agreement to Leyland Newburgh Associates, LLC, a wholly owned subsidiary of Leyland Alliance, LLC.

3. The deed from the City to Leyland will provide:

A. The Party of the first Party hereby affirms that the rights of way, easements, rights, privileges and reservations set forth in the following instruments have merged with the fee estate and are no longer of any force or effect:

1. Right of way and reservations to alleyway contained in the deed from Mary E. Coyle to the City of Newburgh, dated February 29, 1936 and recorded in Liber 767 page 400

2. Rights and privileges contained in an agreement dated March 10, 1846 between Minard Harris and the Trustees of the Village of Newburgh as disclosed in the deed from Olga M. Constantine to the City of Newburgh, dated March 2, 1936 and recorded in Liber 767 page 356

3. Sewer and drainage rights set forth in deeds recorded in Liber 340 page 334 and Liber 373 page 271

4. Reservation and right of way to alleyway contained in the deed from the City of Newburgh to the Newburgh Urban Renewal Agency dated April 24, 1973 and recorded in Liber 1940 page 544

5. Sewer and drainage rights contained in the deed recorded in Liber 298 page 159

6. Drainage rights contained in the deed recorded in Liber 340 page 334

7. Rights contained in the deed recorded Liber 373 page 271 and re-recorded in Liber 383 page 274.

8. Right of way contained in the deed from Henry Karmel to James C. Lavery and Catharine J. Lavery dated January 1, 1918 recorded in Liber 578 page 7

9. Right of way contained in a deed from the City of Newburgh and Newburgh Savings Bank dated August 25, 1936 recorded in Liber 774 page 327

10. Drain and sewer rights contained in a deed from Mamie M. Page to the Newburgh Urban Renewal Agency recorded in Liber 1884 page 459

Notwithstanding the foregoing, the Party of the First Part shall retain the right to maintain existing utility infrastructure on said premises, with the proviso that the Party of the First Part will cooperate reasonably in the event the Party of the Second Part, its successors or assigns, wishes to relocate any of said infrastructure so as to facilitate development of said premises.

B. With respect to the easement set forth in the deed from the City of Newburgh to the Newburgh Community Development agency dated August 22, 1986 recorded in Liber 2591 page 311, the Party of the First Part agrees (i) to terminate said easement in the event the Party of the Second Part demonstrates to the reasonable satisfaction of the Party of the First Part that no utility infrastructure is located within the former High Street that affects any property outside of the premises conveyed in this deed; and (ii) in the event that there is utility infrastructure within the former High Street that affects property outside of the premises conveyed in this deed, the Party of the Second Part, its successors and assigns, shall have the right to relocate such utility infrastructure to facilitate development of said premises, provided that such relocation shall be carried out in a manner that is in all respects reasonably satisfactory to the Party of the First Part.

C. The Party of the First Part also agrees to act reasonably upon the request of the Party of the Second Party, its successors and assigns, to provide cooperation regarding future development of said premises, including acting reasonably to permit the Party of the Second Part to relocate utility lines and other facilities owned by the Party of the First Part, provided that all conditions reasonably proposed by the Party of the First Part are adhered to by the Party of the Second Part.

4. Except as specifically provided above, all of the terms, conditions, obligations and duties set forth in the Agreement dated June 28, 2012 shall remain as so provided in that Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment and date this Amendment as the _____ day of November, 2012.

THE CITY OF NEWBURGH

By: _____
Richard F. Herbek, City Manager

LEYLAND ALLIANCE LLC

By: _____
Howard Kaufman, Managing Member

RESOLUTION NO.: 198 - 2012

OF

NOVEMBER 13, 2012

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH PACE UNIVERSITY
LAND USE LAW CENTER AS A SUB-RECIPIENT OF THE TSEC GRANT FUNDS TO
PROVIDE EXPEDITED ASSISTANCE TO COMPANIES SEEKING TO RELOCATE
TO OR EXPAND WITHIN THE CITY OF NEWBURGH**

WHEREAS, by Resolution No. 33-2012 of March 12, 2012, the City of Newburgh applied for and was awarded a grant from the Solar Energy Consortium ("TSEC") in the amount of \$50,000.00 for the purposes of developing a database of industrial and commercial properties that would be appropriate for partners in the New York Renewable Energy Cluster Program; and

WHEREAS, the City of Newburgh has engaged the Pace University Land Use Law Center to inventory and develop a database of industrial properties and to assist manufacturers seeking help with building code and other issues pertaining to starting or expanding operations in the City; and

WHEREAS, the City of Newburgh wishes to enter into a sub-recipient agreement with Pace University Land Use Law Center to undertake such work; and

WHEREAS, this Council has determined that entering into the sub-recipient agreement is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a sub-recipient grant agreement in substantially the same form as annexed hereto with other provisions as Counsel may require with Pace University Land Use Law Center to undertake the scope of work set forth in Schedule "A" of the agreement.

AGREEMENT

THIS AGREEMENT, entered into this 1 day of November, 2012

BY AND BETWEEN:

NAME: Pace University for its Land Use Law Center
ADDRESS: 78 North Broadway, White Plains, NY 10603
FEDERAL EMPLOYER ID # 13-5562314

a Not-for-Profit Corporation established in accordance with the laws of the State of New York hereinafter referred to as the SUB-GRANTEE, and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as the CITY, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as "THE CITY".

WHEREAS, the City is scheduled to receive a grant from the The Solar Energy Consortium, Inc. in the amount of 25,000.00 Dollars for the purpose of New York Renewable Energy Cluster Program ("Grant"), as authorized by _____ adopted by the City Council on _____; and

and;

WHEREAS, the Sub-Grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of its program, which is attached hereto and made a part of this Agreement as Schedule A hereto; and

WHEREAS, City wishes to engage the Sub-Grantee to conduct the aforementioned program for the period of such agreement;

NOW, THEREFORE, the City, and the Sub-Grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE I. SCOPE OF SERVICES

(1) The Sub-Grantee shall establish and implement a program within the City of Newburgh as set forth on Schedule A attached hereto and assures the City that the Sub-Grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-Grantee to execute its program. When required, the Sub-Grantee may request pertinent assistance from other agencies.

ARTICLE II. TERMS OF CONTRACT

(1) The services of the Sub-Grantee are to commence upon execution of this Agreement and extend for a period ending one (1) year from the date thereof, or as otherwise provided herein (hereinafter, the "Term").

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party for a material breach of the agreement that shall not have been cured within a reasonable time following receipt of written notice of such material breach.

ARTICLE III. SERVICES TO BE PROVIDED BY THE THE CITY

(1) Upon request by the Sub-Grantee, the THE CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.

(2) If, in the opinion of the City, technical assistance is required from New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

(1) The Sub-Grantee hereby agrees to maintain confidential documentation for all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.

(2) The Sub-Grantee hereby agrees to maintain separate and complete accounting for all funds received from the City under this agreement.

(3) Certified yearly audits of the Sub-Grantee will be provided to the City for review by the City's CPA when requested.

ARTICLE V. COMPENSATION

(1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-Grantee shall be deemed executory to the extent that Grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the Grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS as full payment for all services rendered by the Sub-Grantee during the period of this agreement. The adopted budget of the Sub-Grantee is annexed hereto as Schedule B.

(3) The City may withhold any payment whenever the Sub-Grantee fails to illustrate proper expenditure of requested funds. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a semi-annual basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-Grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

(a) For each semi-annual period, payments will be made upon invoices submitted which reflect actual authorized expenses per budget for the period. In no event shall such expenditures exceed twenty-five thousand (\$25,000) DOLLARS in the aggregate.

(b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from the Grant. The City shall not be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Sub-Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-Grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-Grantee are treated without regard to their race, color, religion, sex, national origin or disability. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-Grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

(3) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

Each party hereto represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the other party.

ARTICLE IX. RECORDS AND REPORTS

(1) The Sub-Grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may reasonably be deemed necessary by the Sub-Grantee, the City, TSEC, and/or New York State to assure proper accounting for project funds, both Grant and non-Grant shares. The Sub-Grantee agrees that such records shall be open for inspection at reasonable times by any authorized representative of the City, or its permitted assignee under this Agreement.

(2) The Sub-Grantee shall submit semiannual reports to the City identifying prescribed activities funded under this Agreement, together with a record of expenses incurred by Sub-Grantee during each semiannual period.

ARTICLE X. AUDITS

(2) The Sub-Grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, TSEC, State of New York or any authorized representative and will be retained for such periods of time as may be required by State and local statutes, but in any event, not less than six (6) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Sub-Grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The Sub-Grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Law of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

The Sub-Grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-Grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide due process to the individual and to the Sub-Grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-Grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Sub-Grantee from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF SUB-GRANTEE, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

(1) The Sub-Grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-Grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE CITY; MEMBERS OF THE CITY COUNCIL, OR OTHER PUBLIC OFFICIALS

(1) No member, officer or employee of the City or its designees or agents, no member of the City Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-Grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE XV. Reserved.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

The Sub-Grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, with written consent of Sub-Grantee and TSEC, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-Grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-Grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-Grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City and shall be submitted to it.

(2) In the event of termination, the Sub-Grantee shall be entitled to receive equitable compensation for any work completed to the reasonable satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-Grantee, the City may withhold from any payments due the Sub-Grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-Grantee.

ARTICLE XIX. INDEMNIFICATION

(1) The Sub-Grantee hereby assumes responsibility for damage or injury of any kind, name or nature (including death resulting therefrom) to persons, including third parties, and for property damage when and to the extent such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-Grantee or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-Grantee hereby agrees to defend, indemnify, and save

harmless the City from and against any and all loss, expense, damage or injury whatsoever arising out of this Agreement to the extent required under Article XIX(1), above.

(3) The Sub-Grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh as additional insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, by an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Sub-Grantee shall provide Worker's Compensation Insurance in accordance with the statutes of the State of New York.

(B) The Sub-Grantee shall carry Liability and Property Damage Insurance with limits of not less than:

BODILY INJURY LIABILITY

Each Person
\$1,000,000

Each Occurrence
\$2,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto.

ARTICLE XXI. NOTICES

All notices to the Sub-Grantee in connection with this Agreement shall be sent to:

**Jessica Bacher
Managing Director
Land Use Law Center
Pace Law School
78 North Broadway**

White Plains, NY 10603

with simultaneous copies to:

Pace University
One Pace Plaza
New York, NY 10038
Attn: Assistant Vice President for Finance and Controller

and

Pace University
One Pace Plaza
New York, NY 10038
Attn.: University Counsel

All notices to the City in connection with this Agreement shall be sent to:

Richard F. Herbeck, City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

With simultaneous copies to:

Michelle Kelson, Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550

ARTICLE XXII. COMPLIANCE WITH LAWS

Each party warrants on its behalf and that of its contractors, employees, and agents that, at all times hereunder, it shall comply with all applicable Federal, State and local laws, ordinances, rules, regulations and codes.

ARTICLE XXIII. FORCE MAJEURE

Notwithstanding anything to the contrary contained in the Agreement, neither party shall be liable, nor shall any credit or other remedy be extended, for such party's failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes reasonably beyond such party's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, except with respect to payment obligation(s), the affected party shall be excused from performance hereunder for the duration of the Force Majeure Event.

ARTICLE XXIV. NO WAIVER

Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

IN WITNESS WHEREOF, the **Sub-Grantee and City** have executed this Agreement the day and year herein mentioned.

PACE UNIVERSITY

By _____
Ron Aloni
Title Assistant Vice President for Finance and Controller

Date: _____

CITY OF NEWBURGH

By _____
Richard F. Herbek
City Manager

Date _____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Director of Finance/Comptroller

SCHEDULE A

Proposed Scope/Program

Expedited assistance to companies seeking to re-locate to the City of Newburgh and seeking to expand in the City of Newburgh

There are many barriers to beginning or expanding operations in a city such as Newburgh, from the moment of contact with building department and staff to the issuance of the certificate of occupancy for the renovations or construction needed for the business and its operations. The current process used by the City, although difficult to navigate, provides an excellent opportunity to welcome and assist businesses in their movement into, or expansion within, the City.

By creating an early pre-application process, the City can establish a port of entry for manufacturers, businesses, and other developers through which they can be assisted in accessing incentives, technical assistance, and building code and land use approvals, which are almost always required for business location and expansion. The Center, under this contract, will examine the entire process from early pre-application, to application, conduct of an informational session, referral to other city departments and sources of assistance, through zoning, planning, economic development, architectural review, and coastal consistency review and approval process, ensuring that it is clear, transparent, and expedited. This will involve the review of all applications and application requirements and an examination of new and better processes for the review and approval process.

Based on this examination and review, the Center will make recommendations for process changes and develop improved forms and guidance for applicants demonstrating how this process can be improved at limited cost to the City to greatly expedite the entry and expansion of businesses, manufacturers, and developers in the City. This improved system will enable business development and will contribute to the economy, create jobs, and build the tax base of the municipality.

SCHEDULE B
Proposed Budget

BUDGET CATEGORY	BUDGETED AMOUNT
John Nolon	\$ 8,500.00
Fringe (33.4%)	\$ 2,839.00
Jessica Bacher	\$ 9,180.00
Fringe (33.4%)	\$ 3,066.12
STUDENT INTERN	\$ 750.00
TRAVEL	\$ 250.00
MATERIALS	\$ 414.88
	\$ 25,000.00

RESOLUTION NO.: 199 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT
IN COORDINATION WITH THE COUNTY OF ORANGE
FOR PARTICIPATION IN THE YOUTH AND POLICE INITIATIVE
FOR AN AMOUNT NOT TO EXCEED \$4,200.00

WHEREAS, Youth and Police Initiative ("YPI") is an opportunity for Police Departments to increase their visibility in their communities and to bring about positive changes in the relationships with local at-risk youth; and

WHEREAS, YPI focuses on reducing crime and preventing gang involvement while also placing a strong emphasis on community safety; and

WHEREAS, the City of Newburgh wishes to accept a grant in coordination with the County of Orange for the participation in the Youth and Police Initiative; and

WHEREAS, the County shall reimburse the City of Newburgh for overtime costs associated with the project in an amount not to exceed \$4,200.00; and

WHEREAS, this Council has determined that accepting said grant would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger be and he is hereby authorized to accept a grant in coordination with the County of Orange for the City's participation in the Youth and Police Initiative for an amount not to exceed \$4,200.00.

RESOLUTION NO.: 200 - 2012

OF

NOVEMBER 13, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT A GRANT OFFERED BY THE
ORANGE COUNTY YOUTH BUREAU AND TO ENTER INTO CONTRACTS WITH
ORANGE COUNTY THROUGH THE ORANGE COUNTY YOUTH BUREAU
FOR FUNDING TO PROVIDE RECREATION AND SERVICE PROGRAMS FOR THE
CITY OF NEWBURGH YOUTH BUREAU IN THE AMOUNT OF \$9,411.00 FOR 2013
RECREATION FUNDING AND \$8,438.00 FOR 2013 SERVICE FUNDING**

WHEREAS, the Orange County Youth Bureau has advised the City of Newburgh that a grant for funding is available to support recreation and service funding to provide recreation and service programs; and

WHEREAS, the City of Newburgh Youth Bureau has applied for said grant offered by the Orange County Youth Bureau for 2013 funding; and

WHEREAS, the City of Newburgh has been advised that the Orange County Youth Bureau has awarded such grant in the amount of \$9,411.00 for 2013 Recreation Funding and \$8,438.00 for 2013 Service Funding; and

WHEREAS, Orange County, through the Orange County Youth Bureau will enter into contracts with the City of Newburgh for the amounts awarded; and

WHEREAS, this Council has determined that accepting said grant and into contracts with the Orange County Youth Bureau is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a grant offered by the Orange County Youth Bureau and enter into contracts with Orange County through the Orange County Youth Bureau for funding to provide recreation and service programs for the City of Newburgh Youth Bureau in the amount of \$9,411.00 for 2013 Recreation Funding and \$8,438.00 for 2013 Service Funding; and

BE IT FURTHER RESOLVED, that the City Manager is further authorized to execute the necessary documents as may be appropriate and necessary to accept such funds and administer the program funded thereby.

RESOLUTION NO.: 202 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO APPOINT COMMISSIONERS OF DEEDS
FOR JANUARY 1, 2013 THROUGH DECEMBER 31, 2014

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newburgh, New York, that the following persons be appointed as Commissioners of Deeds for the period beginning January 1, 2011 and expiring December 31, 2012, pursuant to the City Charter of the City of Newburgh §C6.95, and the Executive Law of the State of New York, §139:

Lisette Acosta-Ramirez
351 Third Street
Newburgh, NY 12550

Ann Kuzmik
45 Cromwell Hill Rd.
Monroe, NY 12584

Theresa Cramer (Board of Ed.)
10 Hob Street
Newburgh, NY 12550

MaryEllen Leimer (Board of Ed.)
53 Leslie Road
Newburgh, NY 12550

Katrina Cotten
25 Clark Street
Newburgh, NY 12550

Michael McLymore, Sr.
(Board of Ed.)
1573 Rt. 300
Newburgh, NY 12550

Elizabeth Evans
390 Angola Road
Cornwall, NY 12518

Lorene Vitek
8 Continental Drive
Newburgh, NY 12550

Naomi Fay
99 Long Hill Rd.
Highland Mills, NY 10930

Autumn Resto
45 Fleetwood Drive
Newburgh, NY 12550

RESOLUTION NO.: 204 - 2012

OF

NOVEMBER 13, 2012

**A RESOLUTION APPOINTING NATALIE MCKINSTRIE
TO THE WATERFRONT ADVISORY COMMITTEE**

WHEREAS, the Code of Ordinances of the City of Newburgh, § 296-4, provides for the appointment of members, all of whom shall be residents of the City of Newburgh, to the Waterfront Advisory Committee; and

WHEREAS, Natalie McKinstrie has expressed her interest in donating her time and efforts to this Committee,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Waterfront Advisory Committee for the term indicated:

Natalie McKinstrie, to complete the term of former member Amanda O'Neill who resigned, which term shall expire on March 31, 2013.

RESOLUTION NO.: 205 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
GREGORY ROCCO AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS

WHEREAS, Gregory Rocco brought an action against the City of Newburgh; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Fifteen Thousand (\$15,000.00) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the plaintiff and the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of Gregory Rocco against the City of Newburgh in the total amount of Fifteen Thousand (\$15,000.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 206 - 2012

OF

NOVEMBER 13, 2012

RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH GOVERNMENT EMPLOYEES INSURANCE COMPANY
a/s/o JOSE A. FUENTES IN THE AMOUNT OF \$5,422.12

WHEREAS, Government Employees Insurance Company a/s/o Jose A. Fuentes brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Five Thousand Four Hundred Twenty Two and 12/100 Dollars (\$5,422.12) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Government Employees Insurance Company a/s/o Jose A. Fuentes in the total amount of Five Thousand Four Hundred Twenty Two and 12/100 Dollars (\$5,422.12) and that City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 209 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF
REAL PROPERTY KNOWN AS
210 ANN STREET (SECTION 35, BLOCK 2, LOT 32)
AT PRIVATE SALE TO PEDRO VILLENA
FOR THE AMOUNT OF \$1,778.55

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 210 Ann Street, being more accurately described as Section 35, Block 2, Lot 32, 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, the prospective buyer owns and resides within the adjacent property located at 208 Ann Street, being more accurately described as Section 35, Block 2, Lot 31, on the official tax map of the City of Newburgh; 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;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in cash, money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before January 14, 2013, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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210 Ann Street	35 - 2 - 32	Pedro Villena	\$1,778.55
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BE IT FURTHER RESOLVED, that the indicated purchaser shall combine the premises known as 208 Ann Street, being more accurately described as Section 35, Block 2, Lot 31, on the official tax map of the City of Newburgh with the premises set forth in this resolution, as one lot of record, within one (1) year of the date of this conveyance, with no later subdivision permitted; and

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

RESOLUTION NO.: 208 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF
REAL PROPERTY KNOWN AS
196 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 28)
AT PRIVATE SALE TO AQUANETTA WRIGHT
FOR THE AMOUNT OF \$500.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 196 Dubois Street, being more accurately described as Section 11, Block 1, Lot 28, 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;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in cash, money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before January 14, 2013, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
196 Dubois Street	11 - 1 - 28	Aquanetta Wright	\$500.00

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

RESOLUTION NO.: 209 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF
REAL PROPERTY KNOWN AS
187 LANDER STREET (SECTION 11, BLOCK 3, LOT 26)
AT PRIVATE SALE TO REDZEP PRELVUKIC
FOR THE AMOUNT OF \$500.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 187 Lander Street, being more accurately described as Section 11, Block 3, Lot 26, on the official tax map of the City of Newburgh; and

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

WHEREAS, the prospective buyer has recently purchased the abutting property located at 162 South Street, being more accurately described as Section 11, Block 3, Lot 21, on the official tax map of the City of Newburgh at public auction; 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 placed upon the City of Newburgh's sale of properties at public auction, a copy of which is annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in cash, money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before December 3, 2012; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
187 Lander Street	11 - 3 - 26	Redzep Prelvukic	\$500.00

BE IT FURTHER RESOLVED, that the indicated purchaser shall combine the premises known as 162 South Street, being more accurately described as Section 11, Block 3, Lot 21, on the official tax map of the City of Newburgh with the premises set forth in this resolution, as one lot of record, within one (1) year of the date of this conveyance, with no later subdivision permitted; and

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 of the Auction

DATE: October 3, 2012

TIME: 11:00 A.M.

**LOCATION: Homewood Suites
Newburgh N.Y. 12550**

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and most of 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, except for these properties not acquired by in rem tax foreclosure as follows: 33 City Terrace, Section 29, Block 4, Lot 16 and 251 Third Street, Section 22, Block 1, Lot 17.
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; (e) 2009-2010, 2010-2011 and 2011-2012 school taxes, water rents and assessments, and sewer rents and assessments and any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); and (f) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the public auction.
4. The properties are sold subject to unpaid school taxes for the tax years of 2009-2010, 2010-2011 and 2011-2012, 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 2009-2010, 2010-2011 and 2011-2012, 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.**

For all properties other than 16 William Street, the deed will contain provisions stating that the purchaser is required to either: a) both obtain a building permit within twelve (12) months of the date of the deed and to rehabilitate any existing 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, or b) complete demolition of such building within twelve (12) months of the date of the deed. Within such eighteen (18) month rehabilitation period, the purchaser must either: i) obtain a Certificate of Occupancy for all buildings on the property, or ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy. The deed shall also require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. The deed shall also require that the property may not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued for rehabilitation of the building or demolition of the building is completed. Failure to comply with any of the requirements in the deed shall cause the title to the property to revert to the City of Newburgh. A written request made to the City Manager for an extension of the twelve (12) month building permit period or 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 obtain a building permit or 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.

For 16 William Street, a Certificate of Appropriateness has been issued by the Architectural Review Commission to permit demolition of the existing building located thereon. The deed to such property shall require that demolition of such building be completed within six (6) months of the deed, and shall also provide that the property may not be conveyed to any other person before demolition of the building is completed; otherwise, title shall revert to the City of Newburgh.

6. A property with no existing building and which is substandard in size under zoning, purchased by an adjoining property owner must be merged with the adjoining property at title closing.
7. Properties identified as 146 Chambers Street, Section 18, Block 5, Lot 29 and 279 Liberty Street, Section 18, Block 5, Lot 8 shall be sold as a package. The deed shall contain a provision that the successful bidder shall combine the premises herein, identified as 146 Chambers Street, Section 18, Block 5, Lot 29 and 279 Liberty Street, Section 18, Block 5, Lot 8, as one lot of record within one (1) year of the date of conveyance.
8. All informational tools, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE CITY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
9. The City of Newburgh reserves the right, in its sole discretion, to withdraw from the auction any of the properties listed on the schedule of real property.
10. Notice is hereby given that the properties identified as 61 Campbell Street, Section 23, Block 7, Lot 4; 87 Carson Avenue, Section 45, Block 8, Lot 10; 146 Chambers Street, Section 18, Block 5, Lot 29; 22 City Terrace, Section 29, Block 5, Lot 27; 33 City Terrace, Section 29, Block 4, Lot 16; 279 Liberty Street, Section 18, Block 5, Lot 8; 330 Liberty Street, Section 12, Block 1, Lot 16; 374 Liberty Street, Section 10, Block 1, Lot 31; 163 S. William Street, Section 45, Block 2, Lot 2; 162 South Street, Section 11, Block 3, Lot 21; 81 South Street, Section 19, Block 1, Lot 5; 251 Third Street, Section 22, Block 1, Lot 17; 7-9 Van Ness Street, Section 29, Block 6, Lot 3; 16 William Street, Section 35, Block 3, Lot 14; 50 William Street, Section 38, Block 2, Lot 36; 122 William Street, Section 44, Block 3, Lot 17; 79 William Street, Section 39, Block 2, Lot 23; 85 William Street, Section 39, Block 2, Lot 21; and 87 William Street, Section 39, Block 2, Lot 20 lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provisions of law applicable thereto and it is the sole responsibility of any bidder to redevelop such parcel so designated in accordance with same. In addition to the foregoing, 16 William Street has been issued a Certificate of Appropriateness by the Architectural Review Commission to permit demolition of the existing building located thereon.
11. 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.
12. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
13. 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. Properties may contain paint or other similar surface coating material containing lead. Purchasers shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Bidder acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Bidder 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.

AT THE AUCTION

14. All bidders are required to register and provide suitable personal identification, such as a driver's license and passport, at registration. Auctioneer reserves the right to decline registration if identification is not sufficient. Individuals, other than lawyers, acting on behalf of others, not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized. Incorporated entities, (Inc. , Corp., LLC, etc.) are required to provide a corporate resolution with a corporate seal affixed where applicable, authorizing the purchase of real property, prior to the transfer of title, and are encouraged to provide same at registration,
15. All bidders are required to use the bidder number issued to them for all purposes associated with the auction. A bidder may not bid on behalf of a party who is on the prohibited bidder list. A party will be added to such list if he has defaulted in payment of a purchase price or taxes following a purchase. Previously defaulting parties are not allowed to bid.
16. The former owner of the property, or his agent, shall not be permitted to bid on the property or purchase same at the public auction, unless the amount exceeds the amount of tax arrears. If the former owner reacquires the property, all liens existing prior to the foreclosure, will be reinstated and the purchaser (former owner) must sign an agreement to reinstate the liens.
17. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.
18. The Successful Bidder will execute an Offer to Purchase form at the auction for each property he/she is the successful bidder on. The approval of each bid by Resolution of the Newburgh City Council will bind the bidder only and will not constitute a Contract of Sale and the City reserves the right to reject any bid prior to the closing of title and the recording of the deed.
19. The Successful Bidder shall provide information necessary to complete and shall execute the necessary forms and documents required for recording the deed in the Orange County Clerk's Office. The bidder executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid, unless the City agrees in writing. The deed prepared will be in the name of the successful bidder (and spouse) only. No third party bidding will be accepted, unless the bidder identifies that he is bidding as an agent for a disclosed principal, or unless the bidder is a lawyer.
20. The Successful Bidder shall be responsible for the payment of an eleven percent (11%) buyer's premium (1% buyer's premium discount for cash and other guaranteed funds) in addition to the accepted purchase price, an advertising fee of 1.5% of the bid price, and the closing fees/costs. The "buyer's premium" is the fee/commission earned by the auctioneer. Accepted purchase price is the amount of the bid by the highest bidder, which has been approved by the Newburgh City Council.
21. All required deposits must be paid in full for all successful bids immediately upon being declared the successful bidder. Any successful bidder, who fails to tender the deposit, will be forbidden to participate in this or any other auction. Any parcels which the City did not receive deposits for, per these terms and conditions, will be considered to be defaulted, and the bidder will be disqualified from further bidding. Furthermore, upon a default in payment for any one parcel, either during the auction or subsequent thereto, the bidder shall not be permitted to purchase any other parcel(s) bid on, and any deposit monies paid thereon will be forfeited to the City. Additionally, if a declared high bidder at the auction leaves the auction without making the required down payment, he/she will be prohibited from participating at future auctions held by NYSAuctions.com, Haroff Auction & Realty, Inc., Absolute Auctions & Realty, Inc., and the City of Newburgh reserves the right to take legal action against this high bidder.
22. The terms "bidder", "highest bidder" and "successful bidder" shall all have the same meaning.
23. \$1,000.00 or 20% of the total contract price (total contract price is the combination of the high bid and the buyer's premium, as defined in Section 23 of these terms and conditions), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of an Offer to Purchase Form. Total contract prices selling for less than \$1,000.00 must be paid in full at auction, including all closing costs will be paid with the down payment on the day of the auction for each parcel; to wit; (a) New York State Transfer Tax [\$2.00 for each \$500.00 of the purchase/bid price]; (b) Filing Fee for the Real Property Transfer Report [\$125.00 for residential and \$250 for commercial]; (c) Filing Fee for combined Gains Transfer Tax Affidavit [\$5.00]; and (d) all fees required by the Orange County Clerk for recording of the deed [\$40.00 to record one page deed; \$5.00 for each additional page; and \$.50 for any cross reference]. *Closing costs may be subject to an increase in fees as required by law, without notice. All*

recording costs and transfer taxes shall be paid by the purchaser. **All deposits must be made in credit/debit card (Master Card or VISA), cash or guaranteed funds (bank checks/tellers checks/cashiers check) made payable to the "City of Newburgh Comptroller" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions. Wire transfers will not be accepted. The City Comptroller may refund overage of a deposit made in excess of the total contract price plus closing costs/fees once the funds have cleared, or apply said sum to the balance owing on the purchase price.**

AFTER THE AUCTION

24. All bids shall be subject to approval by the Newburgh City Council, which shall have the right, in the Council's sole discretion, to reject any bid for any reason whatsoever.
25. The entire balance of the accepted purchase price, the buyer's premium as defined in Section 19 of these terms and conditions, and all closing costs/fees must be paid by cash or guaranteed funds to the City of Newburgh Comptroller's Office on or before December 3, 2012. *The City of Newburgh does not accept credit card payments for the balance of the purchase price, buyer's premium and closing costs/fees after the date of the auction.* **The City is not required to send notice of acceptance or any other notice to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the deposit shall be forfeited.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should any bidder fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the bidder. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
26. Previously defaulting parties from prior auctions or other sales of city property are not allowed to bid. If a purchaser owes any outstanding and delinquent taxes to City of Newburgh, those delinquent taxes must be paid in full prior to closing on any purchases made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.
27. If the successful bidder fails to tender such amount due by the close of business on December 3, 2012, then, the City may, but is not obligated to offer any unsold property to the second highest bidder. All terms and conditions for the sale set forth herein above shall apply to the second highest bidder and/or any other purchaser.
28. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchasers agree that they 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.
29. All sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty 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, its heirs, success or assigns, against City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty arising from this sale.
30. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
31. 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.

32. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
33. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
34. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
35. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 210 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 148 JOHNSTON STREET
(SECTION 18, BLOCK 3, LOT 43)
AT PRIVATE SALE TO LOLITA POWELL

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, Lolita Powell, the former owner of 148 Johnston Street, being more accurately described as Section 18, Block 3, Lot 43 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 148 Johnston Street, Section 18, Block 3, Lot 43, to Lolita Powell be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$11,756.06, no later than November 30, 2012; and

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