CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 14, 2015
7:00 p.m.

Mayor: */Alcaldesa*

1. Prayer/ *Oración*

2. Pledge of Allegiance/ *Juramento a la Alianza*

City Clerk: */ Secretaria de la ciduad*:

3. Roll Call/ *Lista de asistencia*

Presentations/Presentaciones:

4. A presentation will be given by the Hudson Valley Seed Organization

   Habrá una presentación por la Organización de Semillas del Valle de Hudson

Communications: */ Comunicaciones*:

5. a. Approval of the minutes of the meeting of August 10 , 2015
   Aprobación del acta de la reunión 10 el, Augusto de 2015

   b. City Manager Update/
   Gerente de la Ciudad pone al día la audiencia de los planes de cada departamento.

Comments from the public regarding the agenda:
Comentarios del público con respecto a la agenda:

Comments from the Council regarding the agenda:
Comentarios del Consejo con respecto a la agenda:

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

6. Resolution No. 203-2015
A resolution to authorize the conveyance of real property known as 119 Montgomery Street (Section 19, Block 1, Lot 13) at private sale to Natalya Fredericks for the amount of $30,000.00. (Deirdre Glenn)

Una resolución autorizando el convenio de bienes raíces conocido como el 119 de la calle Montgomery (Sección 19, Bloque 1, Lote 13) en una venta privada a Natalya Fredericks por la cantidad de $30,000 (Deirdre Glenn)

7. Resolution No. 204-2015
A resolution to authorize the conveyance of real property known as 117 Johnston Street (Section 18, Block 11, Lot 14) at private sale to Mark Epstein for the amount of $10,000.00. (Deirdre Glenn)

Una resolución autorizando el convenio de bienes raíces conocido como el 117 de la calle Johnston (Sección 19, Bloque 11, Lote 14) en una venta privada a Mark Epstein por la cantidad de $10,000 (Deirdre Glenn)

8. Resolution No. 205-2015
A resolution to authorize the conveyance of real property known as 317 Liberty Street (Section 11, Block 5, Lot 7) at private sale to Alex Fridman for the amount of $6,040.00. (Deirdre Glenn)

Una resolución autorizando el convenio de bienes raíces conocido como el 337 de la calle Liberty (Sección 11, Bloque 5, Lote 7) en una venta privada a Alex Fridman por la cantidad de $6,040.00 (Deirdre Glenn)

9. Resolution No. 206-2015
A resolution to authorize the conveyance of real property known as 474 First Street (Section 20, Block 1, Lot 26) at private sale to Kebreau Nazaire for the amount of $6,000.00. (Deirdre Glenn)

Una resolución autorizando el convenio de bienes raíces conocido como 474 de la calle First (Sección 20, Bloque 1, Lote 26) en una venta privada a Kebreau Nazaire *por la cantidad de $6,000 (Deirdre Glenn)*

10. Resolution No. 207 -2015
A resolution to authorize the conveyance of real property known as 251 First Street (Section 29, Block 3, Lot 6) and 253 First Street (Section 29, Block 3, Lot 5) at private sale to Mackie Montgomery for the amount of $5,000.00. (Deirdre Glenn)

Una resolución autorizando el convenio de bienes raíces conocido como 251 de la calle First (Sección 29, Bloque 3, Lote 6) y 253 de la calle First (Sección 29, Bloque 3, Lote 5) en una venta privada a Mackie Montgomery por la cantidad de $5,000. (Deirdre Glenn)

11. Resolution No. 208-2015
A resolution to authorize the conveyance of real property known as 41 Wisner Avenue (Section 32, Block 1, Lot 8) at private sale to Veterans Leading the Way for the amount of $3,150.00. (Deirdre Glenn)

Una resolución autorizando el convenio de bienes raíces conocido como 41de la avenida Wisner (Sección 32, Bloque 1, Lote 8) en una venta privada a los Veteranos Guiando el Camino *por la cantidad de $3,150.00 (Deirdre Glenn)*

12. Resolution No. 209-2015
A resolution authorizing the City Manager to execute a license agreement with Philippe Pierre to permit access to city owned property located at 151 Liberty Street (Section 30, Block 5, Lot 21.1) for the purposes of performing certain predevelopment activities and in connection with redevelopment of 96 Broadway. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un contrato de licencia con Philippe Pierre para ceder acceso a una propiedad de la Ciudad localizada en el 151 de la calle Liberty (Sección 30, Bloque 5, Lote 21.1) con fines de llevar a cabo algunas actividades pre desarrollo en conexión con la reconstrucción del 96 de Broadway. (Deirdre Glenn)

13. Resolution No. 210-2015
A resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from Deeds issued to C. Thomas Tenney and Seymour Foreman, respectively, to the premises known as 88 Washington Street (Section 37, Block 8, Lot 13). (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de un Convenio Restrictivo y el Derecho de Re- entrar de una Escritura correspondiente a C. Thomas Tenney and Seymour Foreman, por la propiedad conocida como 88 de Washington (Sección 37, Bloque 8, Lote 13) (Michelle Kelson)

14. Resolution No. 211-2015
A resolution authorizing the City Manager to enter into an agreement with the Newburgh Enlarged City School District to provide police services in connection with the Community Resource Officer Program for compensation in the amount of one hundred thousand dollars $100,000. (John Aber)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con el Distrito Escolar Engrandecido de la Ciudad de Newburgh para proveer servicios policiacos en conexión con el Programa de Recursos de Oficiales a la Comunidad por compensación en la cantidad de cien mil dólares $100,000.

15. Resolution No. 212-2015
A resolution authorizing the City Manager to apply for and accept if awarded a grant from Foxfury Lighting Solutions to obtain firefighting equipment
in an amount not to exceed $21,500.00 with no City match. (Chief Vatter)

Una resolución autorizando al Gerente de la Ciudad a aplicar y obtener, si es otorgada, una beca de "Foxfury Lighting Solutions" para obtener equipo de bombero en la cantidad a no exceder $21,500 sin ningún equivalente de la Ciudad. (Vatter)

16. Resolution No. 213-2015
A resolution authorizing the City Manager to apply for and accept if awarded a 2015 Technical Rescue Grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed $100,000.00 for the City of Newburgh Fire Department with no City match required. (Chief Vatter)

Una resolución autorizando al Gerente de Ciudad a aplicar y aceptar, si es otorgado, una Beca de Rescate Técnico del 2015 de la División de Seguridad de Tierra de Origen y Servicios de Emergencia del Estado de Nueva York en la cantidad a no exceder $100,000 para el Departamento de Bomberos sin equivalente de la Ciudad. (Jefe Vatter)

17. Resolution No. 214-2015
A resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Division of Criminal Justice Services under the SFY 2015-2016 New York State Senate Initiative for a total grant amount of $75,000.00 with no City match required. (Chief Cameron)

Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar, si es otorgada, una beca de la División de Servicios de Justicia Criminal del Estado de Nueva York bajo la iniciativa "SFY" 2015 - 2016 del Senado de Nueva York por la cantidad de $75,000.00 sin equivalente de la Ciudad. (Cameron)

18. Resolution No. 215-2015
A resolution authorizing the City Manager to accept funding support in the amount of $25,000.00 from the County of Orange to provide for municipal building renovations at 123 Grand Street.

*Una resolución que autoriza al administrador de la ciudad a aceptar apoyo financiero por un monto de $25.000,00 desde el Condado de Orange para ofrecer para municipal
renovación de edificio en 123 Grand Street.*

19. Resolution No. 216-2015
A resolution authorizing the City Manager to apply for and accept if awarded a grant from the Orange County Department of Health for the Healthy Orange Program in an amount not to exceed $5,000.00 requiring no City match for the Recreation Department. (Derrick Stanton)

Una resolución que autoriza al administrador de la ciudad para solicitar y aceptar una beca de la naranja Departamento de salud para el programa sano de naranja en una cantidad no debe exceder $5.000,00 no requiriendo a ningún fósforo de la ciudad para el Departamento de recreación. (Derrick Stanton)

20. Resolution No. 217-2015
A resolution amending the 2015 Personnel Analysis Book and amending Resolution No.: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer $32,487.00 from Code Compliance to Planning and Development to fund the position of Land Use Board Secretary. (John Aber)

Resolución que modifica el libro de análisis personal de 2015 y se modifica la resolución no.: 296-2014, 2015 el presupuesto para la ciudad de Newburgh, Nueva York para transferir $32.487,00 de cumplir con el código de planificación y desarrollo para financiar la posición de Secretaria de la Junta del uso de tierra. (John Aber)

21. Resolution No. 218-2015
Resolution amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer $20,000.00 from General Fund Contingency to Engineering – Repairs/Other equipment to fund Phase II of the shoring expenses for City Hall. (John Aber & Jason Morris)

Resolución que modifica resolución No: 296-2014, 2015 el presupuesto para la ciudad de Newburgh, Nueva York para transferir $20.000,00 de General de fondo de contingencia a la ingeniería – reparaciones / gastos de otros equipos para financiar la fase II de la cimbra para el Ayuntamiento. (John Aber y Jason Morris)

22. Resolution No. 219-2015
A Resolution amending resolution no. 153-2014 of June 9, 2014 authorizing Barton & Loguidice, D.P.C. to assist the City of Newburgh in applying for a planning grant through the consolidated funding application process with an award of up to $30,000 to investigate illicit sewer connections within the City of Newburgh and further authorizing the city manager to accept such grant funds if awarded

Una resolución enmendando resolución número 153-2014 de Junio 9 del 2014 autorizando a Barton & Loguidice, D. P.C. a asistir a la Ciudad de Newburgh a aplicar para una beca de planificación vía el proceso de aplicación de Fondos Consolidados con un premio hasta $30,000 para investigar conexiones ilegales de acueductos dentro de la Ciudad de Newburgh y en adición autorizando al gerente de la Ciudad a aceptar la beca si es otorgada. (Jason Morris)

23. Resolution No. 220-2015
A Resolution of the City Council of the City of Newburgh amending Resolution No. 64-2015 of April 13, 2015 determining that the proposed City Sanitary Sewer Illicit Discharge Identification Study is a Type II Action under the State Environmental Quality Review Act (SEQRA) and will not have a significant adverse impact on the environment. (Jason Morris)

Una resolución del Concejal de la Ciudad de Newburgh a enmendar resolución número 64-2015 de abril 13 del 2015 que determina que el estudio de Ia identificación de Descardos Ilegales en el Acueductos Sanitarios en la Ciudad es acción tipo II bajo el acta de Repaso Calidad Ambiental del Estado y no tiene ningún significado adverso contra el ambiente. (Jason Morris)

24. Resolution No. 221-2015
A resolution of the City Council of the City of Newburgh assuming lead agency status under State Environmental Quality Review Act (SEQRA) with respect to the development of South Street Waterfront Park, typing the action as an unlisted action and adopting an Environmental Assessment Form with respect thereto.

Resolución del Ayuntamiento de la ciudad de Newburgh asumiendo plomo Agencia estado bajo estado ambiental calidad de ley (SEQRA) con respecto al desarrollo de South Street Waterfront Park, escribiendo la acción como una acción no cotizada y adoptar un formulario de evaluación ambiental con respecto al mismo

25. Resolution No. 222-2015
A Resolution rejecting all bids received in connection with the construction of a skateboard park to be located in the Delano-Hitch Recreation Park.

26. Resolution No. 223-2015
A resolution authorizing the City Manager to execute a payment of claim with Charles A. Stewart in the amount of $37,000.00.

27. Resolution No. 224-2015
A Resolution amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer $40,000.00 from self insurance – corporation counsel employment liability legal services to corporation counsel – labor and employment.

28. Resolution No. 225-2015
A Resolution authorizing the settlement of litigation regarding the In Rem Tax Foreclosure of liens for the year 2013 relative to 89 West Street (Section 14, Block 3, Lot 38).

29. Resolution No. 226-2015
A Resolution authorizing the settlement of litigation regarding the In Rem Tax Foreclosure of liens for the year 2013 relative to 86 Broadway (Section 31, Block 1, Lot 14.2)

30. Resolution No. 227-2015
A Resolution authorizing the settlement of litigation regarding the in rem tax foreclosure of liens for the year 2013 relative to 45 Clark Street (Section 39, Block 3, Lot 6.1)

31. Resolution No. 228-2015
A Resolution authorizing the settlement of litigation regarding the in rem tax foreclosure of liens for the year 2013 relative to 1 Norton Street (Section 16, Block 8, Lot 7).

32. Resolution No. 229-2015
A Resolution authorizing the settlement of litigation regarding the in rem tax foreclosure of liens for the year 2013 relative to
254 Washington Street (section 35, block 3, lot 34),
258 Washington Street (section 35, block 3, lot 48) and
256 Washington Street (section 35, block 3, lot 49).

33. Resolution No. 230-2015
A Resolution to authorize the re-purchase of real property known as 20 Pierces Road (section 53, block 1, lot 1.-40) at private sale to Ronald Cuttino.

34. Resolution No. 231-2015
A Resolution to authorize the re-purchase of Real property known as 35 Wisner Avenue (section 32, block 1, lot 9.21) at private sale to Richard Massimi.

35. Resolution No. 232-2015
A Resolution to authorize the re-purchase of real property known as 245 Washington Street (section 38, block 2, lot 10) at private sale to Jessica Betancourt.

36. Resolution No. 233-2015
A Resolution to authorize the conveyance of real property known as 75 South Robinson Avenue (section 38, block 5, lot 23) at private sale to James M. Taylor III and Kimberly Taylor for the amount of $33,695.54.

37. Resolution No. 234-2015
A Resolution to authorize the conveyance of real property known as 30 Dubois Street (section 30, block 1, lot 42) at private sale to Yvonne Garriques and Devon Flavius for the amount of $33,695.54.

38. Resolution No. 235-2015
A Resolution to authorize the conveyance of real property known as 30 Benkard Avenue (section 45, block 4, lot 15) at private sale to Aldo R. Ocampo for the amount of $35,403.34.

39. Resolution No. 236-2015
A Resolution of the City Council of the City of Newburgh commencing review under the New York State Environmental Quality Review Act (SEQRA) and the National Environmental Policy Act of 1969 (NEPA) and adopting Environmental Assessment Forms with respect to the construction of a skateboard park to be located within the Delano-Hitch Recreation Park.

40. Resolution No. 237-2015
A resolution authorizing the City Manager to enter into an agreement with PEC Group of New York, Inc. and amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer $12,500.00 from General Fund Contigency to municipal buildings to provide for security services for 123 Grand Street.

41. Ordinance No. 11-2015
An Ordinance amending Chapter 183, Article I entitled “Littering and Dumping” of the Code of Ordinances of the City of Newburgh increasing the penalties for violations.

42. Ordinance No. 12-2015
An ordinance amending section 163-1 “Schedule of Code Fees” of Chapter 163 “Fees” of the Code of the City of Newburgh . (Deirdre Glenn)

Un decreto enmendando sección 163-1 “Itinerario de Tarifas de Código” del Capítulo 163 “Tarifas” del código de la Ciudad de Newburgh. (Deirdre Glenn)

43. Local Law No. 3-2015
A Local Law rescinding the language contained in Chapter 34, Article I of the Code of the City of Newburgh entitled “Code of Ethics” and amending Chapter 34 to enact a New Article I entitled “Code of Ethics”.

Una Ley Local anulando el lenguaje encapsulado en el capítulo 34, Articulo I del Código de la Ciudad de Newburgh titulado “Código de Ética”

Old Business: / *Asuntos Pendientes*:

New Business: / *Nuevos Negocios*:

Public Comments Regarding General Matters of City Business: / *Comentarios del público sobre asuntos generales de la Ciudad:*

Further Comments from the Council: / *Nuevas observaciones del Consejal*:

Adjournment: / *Aplazamiento:*

Empowering children to be informed ecological citizens through year-round garden education focused on healthy eating, food literacy, environmental stewardship and academic success.

Hudson Valley Seed empowers children to be informed ecological citizens through year-round garden education focussed on healthy eating, food literacy, environmental stewardship, and academic success.

As thousands of children across the Hudson Valley participate in weekly standards-based garden education, they develop a love of learning and the outdoors. As students plant seeds, steward the land, and share new foods with their peers, they are also cultivating compassion, patience and self discipline. By partnering with schools to provide students with innovative, experiential and project-based food education, Hudson Valley Seed helps students connect discoveries in the classroom to action in the community.

Ava Bynum

Executive Director Hudson Valley Seed

hudsonvalleyseed.org - ava@hudsonvalleyseed.org - (845) 419-3871

RESOLUTION NO.: _203___- 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 119 MONTGOMERY STREET (SECTION 19, BLOCK 1, LOT 13) AT PRIVATE SALE TO NATALYA FREDERICKS FOR THE AMOUNT OF $30,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 119 Montgomery Street, being more accurately described as Section 19, Block 1, Lot 13 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before November 13, 2015, being sixty (60) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
119 Montgomery Street	19 – 1 – 13	Natalya Fredericks	$30,000.00

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

Terms and Conditions Sale
119 Montgomery Street, City of Newburgh (19-1-13)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City and County taxes and 2015-2016 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property

located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: __204___- 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 117 JOHNSTON STREET (SECTION 18, BLOCK 11, LOT 14) AT PRIVATE SALE TO MARK EPSTEIN FOR THE AMOUNT OF $10,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 117 Johnston Street, being more accurately described as Section 18, Block 11, Lot 14 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before November 13, 2015 being sixty (60) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
117 Johnston Street	18 – 11 – 14	Mark Epstein	$10,000.00

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

Terms and Conditions Sale
117 Johnston Street, City of Newburgh (18-11-14)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property

located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: __205__ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 317 LIBERTY STREET (SECTION 11, BLOCK 5, LOT 7) AT PRIVATE SALE TO ALEX FRIDMAN FOR THE AMOUNT OF $6,040.00

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 317 Liberty Street, being more accurately described as Section 11, Block 5, Lot 7 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before November 13, 2015 being sixty (60) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
317 Liberty Street	11 – 5 – 7	Alex Fridman	$6,040.00

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

Terms and Conditions Sale
317 Liberty Street, City of Newburgh (11-5-7)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property

located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: __206__ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 474 FIRST STREET (SECTION 20, BLOCK 1, LOT 26) AT PRIVATE SALE TO KEBREAU NAZAIRE FOR THE AMOUNT OF $6,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 474 First Street, being more accurately described as Section 20, Block 1, 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, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before November 13, 2015, being sixty (60) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
474 First Street	20 – 1 – 26	Kebreau Nazaire	$6,000.00

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

Terms and Conditions Sale
474 First Street, City of Newburgh (20-1-26)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. 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.
7. 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.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the

correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. 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.**
13. 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.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. 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.: 207 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 251 FIRST STREET (SECTION 29, BLOCK 3, LOT 6) AND 253 FIRST STREET (SECTION 29, BLOCK 3, LOT 5) AT PRIVATE SALE TO MACKIE MONTGOMERY FOR THE AMOUNT OF $5,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 251 First Street and 253 First Street, being more accurately described as Section 29, Block 3, Lots 6 and 5, respectively, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following properties to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before November 13, 2015, being sixty (60) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
251 First Street	29 – 3 – 6	Mackie Montgomery	$5,000.00
253 First Street	29 – 3 – 5		

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

Terms and Conditions Sale
251 First Street, City of Newburgh (29-3-6)
253 First Street, City of Newburgh (29-3-5)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 201-2016 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. 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.
7. 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.

8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. 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.**
13. 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.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. 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.: _208___- 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 41 WISNER AVENUE (SECTION 32, BLOCK 1, LOT 8) AT PRIVATE SALE TO VETERANS LEADING THE WAY FOR THE AMOUNT OF $3,150.00

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 41 Wisner Avenue, being more accurately described as Section 32, Block 1, Lot 8 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following properties to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before November 13, 2015 being sixty (60) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
41 Wisner Avenue	32 – 1 – 8	Veterans Leading the Way	$3,150.00

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

Terms and Conditions Sale
41 Wisner Avenue, City of Newburgh (32-1-8)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the properties and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. 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.
7. 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.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or

other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. 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.**
13. 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.
14. 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.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. 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.: 209 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH PHILIPPE PIERRE TO PERMIT ACCESS TO CITY OWNED PROPERTY LOCATED AT 151 LIBERTY STREET (SECTION 30, BLOCK 5, LOT 21.1) FOR THE PURPOSES OF PERFORMING CERTAIN PREDEVELOPMENT ACTIVITIES AND IN CONNECTION WITH REDEVELOPMENT OF 96 BROADWAY

WHEREAS, by Resolution No. 187-2014 of July 14, 2014, the City Council of the City of Newburgh authorized the sale of 96 Broadway to the Newburgh Community Land Bank; and

WHEREAS, by Resolution No. 218-2014 of September 8, 2014, the Council authorized the sale of vacant real property located at 151 Liberty Street, Section 30, Block 5, Lot 21.1, to the Newburgh Community Land Bank because the parcel adjoins the property located at 96 Broadway; and

WHEREAS, the Newburgh Community Land Bank has transferred the property known as 96 Broadway to Philippe Pierre who is undertaking the redevelopment of said property and requires access to 151 Liberty Street in order to complete the redevelopment of 96 Broadway and has requested the opportunity to conduct a site assessment of 151 Liberty Street to determine whether to purchase said parcel from the City of Newburgh; and

WHEREAS, such access to 151 Liberty Street requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be 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 to enter into the attached license agreement with Philippe Pierre and his contracted agents to allow access to 151 Liberty Street for the purposes of accessing 96 Broadway and performing certain predevelopment activities.

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 218-2014 of September 8, 2014 authorizing the sale of vacant real property located at 151 Liberty Street is hereby rescinded.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and fifteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and PHILIPPE PIERRE, having an address of _____, and his consultants and contractors as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, known as 151 Liberty Street, and more accurately described on the official tax map of the City of Newburgh, New York as Section 30, Block 5, Lot 21.1.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 151 Liberty Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain tasks on said property owned by Licensor, including but not limited to excavating, filling, boring, testing, sampling, restoration and any and all other work appurtenant thereto, and to provide ingress and egress to the adjacent property known as 96 Broadway.

Second: Licensee agrees undertake ingress and egress to 96 Broadway and to perform predevelopment and redevelopment work and tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

Fourth: Licensee will perform the subject work in connection with a site assessment and evaluation of a vacant property, including inspection, review of City of Newburgh and other records, review of governmental environmental records and data, and other measures relating to underground tanks, potential contamination issues, and related tasks. In the contract by which

Licensee retains consultants and contractors, they shall name City as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the later of the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted or the transfer of the property from Licensor to Licensee.

Sixth: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said work shall be performed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

WITNESSETH: THE CITY OF NEWBURGH

LICENSOR

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

PHILIPPE PIERRE

LICENSEE

By: _____

RESOLUTION NO.: ____210_____-2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM DEEDS ISSUED TO C. THOMAS TENNEY AND SEYMOUR FOREMAN, RESPECTIVELY, TO THE PREMISES KNOWN AS 88 WASHINGTON STREET (SECTION 37, BLOCK 8, LOT 13)

WHEREAS, by deed dated April 30, 1982, the City of Newburgh conveyed property located at 88 Washington Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 37, Block 8, Lot 13, to C. Thomas Tenney; and

WHEREAS, by Resolution No.: 4 of October 12, 1982, and Resolution No.: 16 of July 11, 1983, the City Council approved modifications of the restrictive covenants contained in said deed and approved subsequent conveyances; and

WHEREAS, the current owner, by their attorney, is under contract to sell the premises located at 88 Washington Street and has requested a release of the covenants contained in the deed from the City of Newburgh to C. Thomas Tenney and a subsequent deed containing such covenants; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, in substantially the same form as annexed hereto, of restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed from the City of Newburgh to C. Thomas Tenney and restrictive covenants numbered 1, 2, 3, 4, 5 and 6 in a deed from Duncan C. Tenney to Seymour Foreman.

RESOLUTION NO.: __211____ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO PROVIDE POLICE SERVICES IN CONNECTION WITH THE COMMUNITY RESOURCE OFFICER PROGRAM FOR COMPENSATION IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS

WHEREAS, the City of Newburgh and the Newburgh Enlarged City School District wish to enter into a cooperative agreement to provide the presence and services of City police officers in schools in and for the Newburgh Enlarged City School District; and

WHEREAS, such officers can provide valuable education, security, an enhanced learning environment, role modeling, timely response and other valued benefits; and

WHEREAS, this Council has reviewed the attached agreement and finds that the execution of the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with the Newburgh Enlarged City School District, in substantially the same form as annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, to provide police services in connection with the Community Resource Officer Program for the 2015-2016 school year for compensation paid by the District to the City of Newburgh in the amount of One Hundred Thousand ($100,000.00) Dollars.

COMMUNITY RESOURCE OFFICER AGREEMENT

AGREEMENT MADE THIS ____ DAY OF _____, 2015 by and between the Board of Education of the Newburgh Enlarged City School District, having its principal place of business at 124 Grand Street, Newburgh, New York 12550 (hereinafter "the Board of Education") and The City of Newburgh having its principal place of business at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "the City").

WHEREAS, the City and the Board of Education agree to establish the position of Community Resource Officer (hereinafter "CRO"), to be filled by police officers from the City of Newburgh Police Department, at Newburgh Free Academy; and

WHEREAS, the School Board has agreed that they will reimburse the City for its expense in participating in the CRO Program in the amount of One Hundred Thousand ($100,000) for the period of September 1, 2015 through August 31, 2016 school year and, the City of Newburgh Police Department will provide one officer at the school specified above, each day that school is open for the hours of 7:30 a.m. – 3:30 p.m., during the school year and during the summer months on such days and times that summer school or the extended year program is being held in the buildings, on the terms and conditions set forth herein:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The School Board and the City of Newburgh by and through the City of Newburgh Police Department have established the following goals and objectives with regard to the CRO Program in the Schools: (a) to maintain a safe campus environment that will be conducive to learning, (b) to create a relationship based upon cooperation and mutual support between law enforcement and school officials; (c) to improve relationships between law enforcement, school, community and the youth of the school; (d) for Police Officers to serve as consultants to school staff, parents, and youth on safety matters and any other matters which will provide a better environment for the students and the teachers in which to pursue their respective tasks; (e) for police officers to serve as a role models to students; (f) to provide a continuum of youth services between the school and the community with the support of the Police Department and other City staff and agencies.

2. The City agrees that the City of Newburgh Police Department shall provide one officer as CRO during the term of this agreement. The CRO shall be subject to the administration, supervision and control of the City of Newburgh Police Department at all times, unless otherwise provided in this agreement.

3. The officer assigned as the CRO will be selected by the Chief of Police based upon the Police Chief's judgment and discretion, taking into consideration other criteria, the officer's training, qualifications, experience, interest in the position and the officer's ability to effectuate the goals and objectives set forth in paragraph 1.

4. The Board of Education shall have the right to request the removal of any CRO and have an officer substituted in his or her place by communicating such request to the Chief of Police at any time during the school year, which request will not be unreasonably denied.

5. The City of Newburgh agrees to provide and pay the CRO's salary and employment benefits in accordance with the current Newburgh PBA contract.

6. It is understood and agreed that the City of Newburgh Police Department, in its sole discretion, shall have the authority to discharge and discipline an officer assigned as a CRO as provided under the terms of any agreement between the City of Newburgh and the applicable collective bargaining unit, and/or by law. The City shall indemnify and hold harmless the Newburgh Enlarged City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by an officer assigned as a CRO.

7. The following named police officers shall be initially assigned by the Chief of Police of the City of Newburgh Police Department to act as CROs as follows:

   Newburgh Free Academy – Robert Pedrick

   It is understood that such assignments may be changed by the Chief of Police or other commanding officers as in their judgment circumstances may require.

8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.

9. It is understood and agreed that, should a CRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent in excess of five school days, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the

affected building.

10. It is understood and agreed that the CROs to be appointed by the City of Newburgh Police Department shall have the following qualifications:

    (a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;

    (b) The CRO shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations;

    (c) The CRO shall be capable of conducting in depth criminal investigations;

    (d) The CRO shall possess an even temperament and set a good example for students;

    (e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

    The Board of Education may, at its discretion, waive the requirement set forth in paragraph "a", above, upon the request of the Police Department and upon an interview by the Board of Education of the officer being proposed for the position.

11. The following are the duties of the CRO:

    (a) Consult with and coordinate activities as requested by a school's principal.

    (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.

    (c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;

    (d) Encourage group discussions about law enforcement with students, faculty and parents;

    (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary

infractions that do not constitute violations of law;

(f) Attend meetings with parents and faculty groups to solicit their support and understanding of the CRO school program and to promote awareness of law enforcement functions;

(g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;

(h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;

(i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;

(j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;

(k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;

(l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;

(m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;

(n) The CRO shall patrol and maintain a safe corridor within ½ mile radius directly surrounding the school to which he or she is assigned, including, but not limited to, other school buildings within that radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.

12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.

13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log by the school. The CRO shall sign out at the end of each work day using the same log.

14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.

15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.

16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police officer. The CRO is authorized to carry a service weapon on school grounds.

17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.

18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of $1,000,000 and agrees to indemnify and hold harmless the School Board

and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the CRO or the CRO Program.

19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of $100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of $10,000 per month from September 1, 2015 – June 30, 2016 commencing within thirty (30) days of ratification of this agreement by all parties.

20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2016.

BOARD OF EDUCATION OF THE NEWBURGH
ENLARGED CITY SCHOOL DISTRICT

_____
Dr. Roberto Padilla
SUPERINTENDENT OF SCHOOLS

CITY BOARD OF THE CITY OF NEWBURGH

_____
Michael G. Ciaravino
CITY MANAGER
CITY OF NEWBURGH
Per Res. No.:

Document Title: _____

Approved as to Form:

_____ _____

MICHELLE KELSON DATE
Corporation Counsel
Per Res. No. _____

_____ _____

JOHN J. ABER DATE
City Comptroller
Per Res. No. _____

RESOLUTION NO.: __212__ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM FOXFURY LIGHTING SOLUTIONS TO OBTAIN FIREFIGHTING EQUIPMENT IN AN AMOUNT NOT TO EXCEED $21,500.00 WITH NO CITY MATCH

WHEREAS, the Fire Department wishes to submit a grant application to FoxFury Lighting Solutions to obtain firefighting equipment which will provide a personal light to each member of the department in an amount not to exceed $21,500.00 with no City match of dollars or in-kind services is required; and

WHEREAS, FoxFury manufactures Application-Specific products, with a focus in Professional Portable LED Lighting with the latest technology available; and

WHEREAS, FoxFury offers grants to provide assistance directly to fire departments and national, state, local, or tribal organizations representing the interests of fulltime and volunteer emergency services responders to assist them in increasing the safety that helps communities meet industry minimum standards and attain adequate protection in emergency hazards, and to fulfill traditional missions of emergency service departments; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from FoxFury Lighting Solutions to obtain firefighting equipment in an amount not to exceed $21,500.00 with no City match; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: ___213_____ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A 2015 TECHNICAL RESCUE GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR THE CITY OF NEWBURGH FIRE DEPARTMENT WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Fire Department has expressed interest in applying for a 2015 Technical Rescue Grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed One Hundred Thousand ($100,000.00) Dollars; and

WHEREAS, such grant funds, if awarded, shall be used to enhance the technical rescue capabilities of the City of Newburgh Fire Department by purchasing equipment to be utilized for water rescue, and a vehicle to transport all Technical rescue and Haz-mat equipment; and

WHEREAS, no City matching funds or in-kind services are required; and

WHEREAS, this Council has determined that applying for such grant funds would be in the best interests of the City of Newburgh, and the safety of its firefighters and residents alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to apply for and accept if awarded a 2015 Technical Rescue Grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed One Hundred Thousand ($100,000.00) Dollars for the City of Newburgh Fire Department with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the purchases funded thereby.

RESOLUTION NO.: 214 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES UNDER THE SFY 2015-2016 NEW YORK STATE SENATE INITIATIVE FOR A TOTAL GRANT AMOUNT OF $75,000.00 WITH NO CITY MATCH REQUIRED

WHEREAS, the New York State Division of Criminal Justice Services ("DCJS") has offered a Legislative Initiative grant to provide funding to be used towards Police Department overtime details such as foot patrols, attending community events and participating in youth-related activities and recruitment, all of which are extremely difficult to participate in with on duty officers who are subject to call; and

WHEREAS, the City of Newburgh Police Department wishes to apply for such funding; and

WHEREAS, the amount of such grant award is $75,000.00 with no City match of dollars or in-kind services is required; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the New York State Division of Criminal Justice Services for the SFY 2015-2016 New York State Senate Initiative for a total grant amount of $75,000.00 with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: __215_____ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT FUNDING SUPPORT IN THE AMOUNT OF $25,000.00 FROM THE COUNTY OF ORANGE TO PROVIDE FOR MUNICIPAL BUILDING RENOVATIONS AT 123 GRAND STREET

WHEREAS, the County of Orange has advised the City of Newburgh that funding support is available for municipal building renovations under the County's Urban Renewal Program; and

WHEREAS, the City of Newburgh wishes to request and accept such funding in the amount of Twenty Five Thousand ($25,000.00) Dollars to provide for building renovations at 123 Grand Street; and

WHEREAS, this Council has determined that making such request and accepting such funds 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 to accept funding support in the amount of $25,000.00 from the County of Orange to provide for municipal building renovations at 123 Grand Street, with thanks and appreciation of this Council.

RESOLUTION NO.: 216 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE ORANGE COUNTY DEPARTMENT OF HEALTH FOR THE HEALTHY ORANGE PROGRAM IN AN AMOUNT NOT TO EXCEED $5,000.00 REQUIRING NO CITY MATCH FOR THE RECREATION DEPARTMENT

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Department of Health's Healthy Orange Program is looking for proposals from schools, worksites, community groups and organizations that would like to participate in Healthy Orange interventions; and

WHEREAS, Healthy Orange is an initiative through the Orange County Department of Health that addresses three simple but vital issues of improved nutrition, increased physical activity and movement, and a tobacco-free lifestyle to improve the overall health of Orange County residents; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grant funding from the Orange County Department of Health for the Healthy Orange Program in an amount not to exceed $5,000.00; and

WHEREAS, the program the City will implement is the Healthy Orange Basketball League which will provide the players with 60 minutes of physical activity two days a week and will be open to boys and girls in the Newburgh Enlarged City School District; and

WHEREAS, the funds will be used to pay for jerseys and end of season awards; and

WHEREAS, no City matching funds is required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded 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 apply for and accept if awarded a grant from the Orange County Department of Health for the Healthy Orange Program in an amount not to exceed $5,000.00 with no City match for the Recreation Department; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 217 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AMENDING THE 2015 PERSONNEL ANALYSIS BOOK AND AMENDING RESOLUTION NO.: 296 - 2014, THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $32,487.00 FROM CODE COMPLIANCE TO PLANNING AND DEVELOPMENT TO FUND THE POSITION OF LAND USE BOARD SECRETARY

WHEREAS, by Resolution No.: 120-2015 of May 26, 2015, this Council amended the 2015 Personnel Analysis Book authorizing a change in job title from Account Clerk to Land Use Board Secretary within the Code Compliance Bureau; and

WHEREAS, it has become necessary to transfer the title of Land Use Board Secretary from the Code Compliance Bureau to the Department of Planning and Development; and

WHEREAS, the City of Newburgh finds it necessary to reallocate monies to fund the position of Land Use Board Secretary which requires an amendment to the 2015 Budget; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to make said adjustment to the 2015 Personnel Analysis Book and the 2015 Budget for the City of Newburgh, New York;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that 2015 Personnel Analysis Book be and hereby is amended to transfer the title of Land Use Board Secretary from the Code Compliance Bureau to the Department of Planning and Development and that the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	Decrease	Increase
A.3620.0101		
Code Compliance	$32,487.00	
A.8684.0101		
Planning and Development		$32,487.00

RESOLUTION NO.: 218 - 2015

OF

SEPTEMBER 14, 2015

**RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER $20,000.00 FROM GENERAL FUND CONTIGENCY
TO ENGINEERING – REPAIRS/OTHER EQUIPMENT
TO FUND PHASE II OF THE SHORING EXPENSES FOR CITY HALL**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
A.1900.1990	Contingency	$20,000.00	
A.1440.0443	Engineering Repairs/Other Equipment		$20,000.00
	TOTALS:	$20,000.00	$20,000.00

RESOLUTION NO.: 219 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AMENDING RESOLUTION NO. 153-2014 OF JUNE 9, 2014 AUTHORIZING BARTON & LOGUIDICE, D.P.C. TO ASSIST THE CITY OF NEWBURGH IN APPLYING FOR A PLANNING GRANT THROUGH THE CONSOLIDATED FUNDING APPLICATION PROCESS WITH AN AWARD OF UP TO $30,000 TO INVESTIGATE ILLICIT SEWER CONNECTIONS WITHIN THE CITY OF NEWBURGH AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SUCH GRANT FUNDS IF AWARDED

WHEREAS, the City of Newburgh recently has identified certain illicit sewer connections which discharge directly to the City's combined sewer overflows rather that to the City's waste water treatment plant; and

WHEREAS, the City is obligated to further investigate and detect such illicit sewer connections; and

WHEREAS, the New York State Consolidated Funding Application process provides grant funding to support the City's plan to further investigate and detect such illicit sewer connections; and

WHEREAS, Barton & Loguidice, D.P.C. has offered to prepare and submit a planning grant application through the Consolidated Funding Application process at no cost to the City; and

WHEREAS, such grant funds shall be in an amount not to exceed Thirty Thousand ($30,000.00) Dollars; and

WHEREAS, said grant requires a twenty (20%) percent local match, which can be derived from the in-kind services of the City's Engineering Department;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Barton & Loguidice, D.P.C. be and is hereby authorized to apply for a planning grant through the Consolidated Funding Application process in an amount not to exceed Twenty Seven Thousand Eight Hundred Forty ($27,840.00) Dollars; and

BE IT FURTHER RESOLVED, by the City Council that the City Manager be and he is hereby authorized to accept, if awarded, said planning grant through the Consolidated Funding Application process; and

BE IT FURTHER RESOLVED, by the City Council that the that the City Manager be and he is hereby authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any other contracts, documents and instruments necessary to bring about the Project and to fulfill the City's obligations under the Engineering Planning Grant Agreement; and

BE IT FURTHER RESOLVED, that the City of Newburgh authorizes and appropriates a minimum of a 20% local match as required by the Engineering Planning Grant Program for the Sanitary Sewer Illicit Discharge Identification Study Project. Under the Engineering Planning Grant Program, this local match must be at least 20% of the total project cost. The maximum local share appropriated subject to any changes agreed to by the City Manager shall not exceed $6,960.00 based upon a total estimated maximum project cost of $ 34,800. The City Manager may increase this local match through the use of in kind services without further approval from the City.

RESOLUTION NO.: ___220___ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH AMENDING RESOLUTION NO. 64-2015 OF APRIL 13, 2015 DETERMINING THAT THE PROPOSED CITY SANITARY SEWER ILLICIT DISCHARGE IDENTIFICATION STUDY IS A TYPE II ACTION UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) AND WILL NOT HAVE A SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT

WHEREAS, on June 9, 2014 through resolution 153-2014 the City Council authorized Barton & Loguidice, D.P.C. to submit a planning grant through the consolidated funding application process to apply for and accept an award in an amount up to $30,000; and

WHEREAS, Barton & Loguidice D.P.C. prepared and submitted the Wastewater Infrastructure Engineering Planning Grant (EPG) application to the New York State Department of Environmental Conservation/Environmental Facilities Corporation through the consolidated funding application process at no cost to the city; and

WHEREAS, on December 11, 2014 the Governor announced that the City was awarded a $27,480 EPG administered by the New York State Environmental Facilities Corporation (NYSEFC) for the commissioning of a Sanitary Sewer Illicit Discharge Identification Study (the "Project"); and

WHEREAS, the City has been notified of the award of a $27,480 EPG by the New NYSEFC for the commissioning of the Project; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, and the New York State Environmental Quality Review Act ("SEQRA") and the implementing regulations at 6 NYCRR Part 617 (the "Regulations"), the City desires to comply with SEQRA and the Regulations with respect to the project; and

WHEREAS, 6 NYCRR Section 617.5 (Title 6 of the New York Code of Rules and Regulations) under SEQRA provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law; and

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation reviewed the Project in accordance with the New York State Historic Preservation Act of 1980 and issued an opinion that the Project will have no impact upon archaeological and/or historical resources listed in or eligible for the New York State and National Registers of Historic Places;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York, hereby determines that the proposed Sanitary Sewer Illicit Discharge Identification Study is a Type II action in accordance with 6 NYCRR Section 617.5(c)(18) and (21) which constitutes information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action and conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action and is therefore not subject to review under 6 NYCRR Part 617.

RESOLUTION NO.: _221___ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH RESPECT TO THE DEVELOPMENT OF SOUTH STREET WATERFRONT PARK, TYPING THE ACTION AS AN UNLISTED ACTION AND ADOPTING AN ENVIRONMENTAL ASSESSMENT FORM WITH RESPECT THERETO

WHEREAS, the City of Newburgh proposes to develop South Street Waterfront Park located at the terminus of Front Street in the City of Newburgh; and has been awarded an Environmental Protection Fund grant from the New York State Office of Parks, Recreation & Historic Preservation to make such improvements; and

WHEREAS, the South Street Waterfront Park Development Project (the "Project") will include the research and development of preliminary design documents of the proposed park; evaluating the need for easements or other right of way access; development of final design documents and cost estimates; and an analysis of necessary federal, state and local permits and approvals along with the preparation of permit applications for construction; and

WHEREAS, in order to comply with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh hereby assumes Lead Agency status; types this action as an Unlisted Action; and adopts Parts I and II of the Environmental Assessment Form ("EAF");

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

1. That 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; and

2. Classifies the Project as an Unlisted action; and

3. Adopts the Parts I and II of the Environmental Assessment form attached hereto and authorizes the City Manager to execute same on behalf of the City Council of the City of Newburgh.

RESOLUTION NO.: 222 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION REJECTING ALL BIDS RECEIVED IN CONNECTION WITH THE CONSTRUCTION OF A SKATEBOARD PARK TO BE LOCATED IN THE DELANO-HITCH RECREATION PARK

WHEREAS, the City of Newburgh has duly advertised for bids in connection with the construction of a Skateboard Park to be located within the Delano-Hitch Recreation Park; and

WHEREAS, one (1) bid was received and opened; and

WHEREAS, upon review of the bids it has been determined that the cost of the bid received exceed the budget proposed for Project and failed to contain adequate responses to the HUD Section 3 Hiring Program and Apprenticeship Program; and

WHEREAS, this Council has determined that rejecting all bids for the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that all bids received in connection with the construction of a Skateboard Park to be located within the Delano-Hitch Recreation Park be and are hereby rejected.

RESOLUTION NO.: __223_____ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH CHARLES A. STEWART IN THE AMOUNT OF $37,000.00

WHEREAS, Charles A. Stewart 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 Thirty-Seven Thousand and 00/100 ($37,000.00) 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 parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager and the Corporation Counsel are hereby authorized to settle the claim of Charles A. Stewart in the total amount of Thirty-Seven Thousand and 00/100 ($37,000.00) Dollars and that the 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.: ____224_____ - 2015

OF

SEPTEMBER 14, 2015

**A RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER $40,000.00 FROM SELF INSURANCE – CORPORATION COUNSEL
EMPLOYMENT LIABILITY LEGAL SERVICES TO CORPORATION COUNSEL – LABOR
AND EMPLOYMENT**

BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
M.1420	Self-Insurance-Corporation Counsel		
.4300	Employment Liability Legal Services	$ 40,000.00	
A.1420	Corporation Counsel		
.0448.5018	Labor & Employment		$40,000.00
	Total	$40,000.00	$40,000.00

RESOLUTION NO.: 225 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE IN REM TAX FORECLOSURE OF LIENS FOR THE YEAR 2013 RELATIVE TO 89 WEST STREET (SECTION 14, BLOCK 3, LOT 38)

WHEREAS, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

WHEREAS, the owners of the property have advised the City that they are prepared to settle such action and have requested an Installment Payment Agreement as provided for by Local Law No.: 1-2012 of April 9, 2012; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 89 West Street (Section 14, Block 3, Lot 38), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Nine Thousand Four Hundred Eighty Six And 05/100 ($9,486.05) Dollars representing the required down payment to enter into an Installment Payment Agreement for all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, is paid by certified or bank check on or before September 30, 2015; and after all subsequent quarterly payments are made to satisfy such liens.

RESOLUTION NO.: 226 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE IN REM TAX FORECLOSURE OF LIENS FOR THE YEAR 2013 RELATIVE TO 86 BROADWAY (SECTION 31, BLOCK 1, LOT 14.2)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

WHEREAS, Key Bank National Association and New York Business Development Corporation, by their attorney, served an Answer to such action in regard to the foreclosure of 86 Broadway (Section 31, Block 1, Lot 14.2); and

WHEREAS, the attorney has advised the City that they are prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 86 Broadway (Section 31, Block 1, Lot 14.2), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Fifty Five Thousand One Hundred Twenty Five And 90/100 ($55,125.90) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before September 30, 2015.

RESOLUTION NO.: 227 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE IN REM TAX FORECLOSURE OF LIENS FOR THE YEAR 2013 RELATIVE TO 45 CLARK STREET (SECTION 39, BLOCK 2, LOT 6.1)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

WHEREAS, Crossroads Pool I, LLC, the mortgagee, by their attorney, served an Answer to such action in regard to the foreclosure of 45 Clark Street (Section 39, Block 2, Lot 6.1); and

WHEREAS, the attorney has advised the City that they are prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 45 Clark Street (Section 39, Block 2, Lot 6.1), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Thirty Thousand Eight Hundred Twenty And 24/100 ($30,820.24) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before September 30, 2015.

RESOLUTION NO.: 228 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE IN REM TAX FORECLOSURE OF LIENS FOR THE YEAR 2013 RELATIVE TO 1 NORTON STREET (SECTION 16, BLOCK 8, LOT 7),

WHEREAS, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

WHEREAS, the mortgage holder, Caliber Home Loans, Inc., by their attorney, have advised the City that they are prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the lien on the property located at 1 Norton Street (Section 16, Block 8, Lot 7), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Sixteen Thousand Three Hundred Ninety Four And 47/100 ($16,394.47) Dollars representing the past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before September 30, 2015.

RESOLUTION NO.: 229 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE IN REM TAX FORECLOSURE OF LIENS FOR THE YEAR 2013 RELATIVE TO 254 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 34), 258 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 48) AND 256 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 49)

WHEREAS, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

WHEREAS, the property owners, by their attorney, have advised the City that they are prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the lien on the properties located at 254 Washington Street (Section 35, Block 3, Lot 34), 258 Washington Street (Section 35, Block 3, Lot 48) and 256 Washington Street (Section 35, Block 3, Lot 49), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Four Thousand Five And 86/100 ($4,005.86) Dollars representing the past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before September 30, 2015.

RESOLUTION NO.: ____230_____ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY KNOWN AS 20 PIERCES ROAD (SECTION 53, BLOCK 1, LOT 1.-40) AT PRIVATE SALE TO RONALD CUTTINO

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, Wells Fargo Bank, N.A., by their attorney, on behalf of the former owner of 20 Pierces Road, being more accurately described as Section 53, Block 1, Lot 1.-40 on the official tax map of the City of Newburgh, have 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 20 Pierces Road, Section 53, Block 1, Lot 1.-40, to Ronald Cuttino 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 Four Thousand Seven Hundred Eighty Six And 85/100 ($4,786.85) Dollars, no later than September 30, 2015; 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.: ____231_____ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY KNOWN AS 35 WISNER AVENUE (SECTION 32, BLOCK 1, LOT 9.21) AT PRIVATE SALE TO RICHARD MASSIMI

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, Richard Massimi, the former owner of 35 Wisner Avenue, being more accurately described as Section 32, Block 1, Lot 9.21 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 35 Wisner Avenue, Section 32, Block 1, Lot 9.21, to Richard Massimi 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 Thirty Thousand Ninety Nine And 82/100 ($30,099.82) Dollars, no later than September 30, 2015; 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.: ____232_____ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY KNOWN AS 245 WASHINGTON STREET (SECTION 38, BLOCK 2, LOT 10) AT PRIVATE SALE TO JESSICA BETANCOURT

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, Jessica Betancourt, the former owner of 245 Washington Street, being more accurately described as Section 38, Block 2, Lot 10 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 245 Washington Street, Section 38, Block 2, Lot 10, to Jessica Betancourt 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 Twenty One Thousand Six Hundred Sixty Four And 32/100 ($21,664.32) Dollars, no later than September 30, 2015; 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.: 233 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 75 SOUTH ROBINSON AVENUE (SECTION 38, BLOCK 5, LOT 23) AT PRIVATE SALE TO JAMES M. TAYLOR III AND KIMBERLY TAYLOR FOR THE AMOUNT OF $33,695.54

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 75 South Robinson Avenue, being more accurately described as Section 38, Block 5, Lot 23 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

WHEREAS, the prospective buyers reside within the subject property; 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 buyers 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of upon receipt of the purchase price of $33,695.54; and that said purchase price must be paid no later than November 13, 2015, and in accordance with said terms and conditions; 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 Sale
75 South Robinson Avenue, City of Newburgh (38-5-23)

1. City of Newburgh acquired title to the property known as 75 South Robinson Avenue, more accurately described as Section 38, Block 5, Lot 23 on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcel') in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as section, block and lot number.
3. The parcel, 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; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the closing.
4. Upon closing, the property shall become subject to taxation and apportionment of the 2015-2016 school taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees not otherwise billed to the purchaser will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units. After closing, purchaser shall be responsible for all water, sewer and sanitation charges.
5. The purchase price of the property is $33,695.54. The purchaser shall pay to the City the purchase price as follows:

   A down payment in the amount of $3,000.00 shall be due on or before November 13, 2015. The down payment shall be payable to the City of Newburgh by **certified check, bank check or money order.**

   The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money First Mortgage and Note for the balance of the purchase price. The Purchase Money Note and Mortgage shall be self-amortizing and be in the sum of $30,695.54 for a term of five years, payable in equal monthly installments of $551.56 per month. The Purchase Money Mortgage shall contain a late charge for overdue payment. The Note and Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty, that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchase enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

The mortgage tax imposed by law and the recording fee for this Purchase Money Mortgage shall be paid by the purchaser. Seller's attorney shall prepare the Purchase Money Note and Mortgage.

All payments due hereunder shall be payable to the City of Newburgh **by bank check, certified check or money order**.

6. Purchaser is 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 purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
8. All informational tools, such as slides, tax maps, deeds, photos, 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 MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to closing. 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. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges that he has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" **by bank check, certified check or money order**.
11. The down payment and all closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. **The City is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the down payment 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 therefore, 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 the purchaser 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 purchaser. Any

additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

12. The purchaser warrants that they are in possession of the parcel and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcel.
13. If the purchaser fails to close title by the close of business on November 13, 2015, then, the City may, but is not obligated to offer the parcel to another purchaser.
14. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees 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. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, he shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.
15. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.
16. 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 and closing fees/costs. Purchaser and tenant remain in possession of property the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
17. 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.
18. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that they are not the former owner(s) of the property against whom City of Newburgh foreclosed and have 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 they nor their assigns shall convey the property until twenty-four (24) months after the date of the

deed conveying title to the purchaser. If such conveyance in violation of these terms and conditions, the purchaser understands that they may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

_____	_____
JAMES M. TAYLOR III	KIMBERLY TAYLOR
Date: _____	Date: _____

RESOLUTION NO.: 234 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 30 DUBOIS STREET (SECTION 30, BLOCK 1, LOT 42) AT PRIVATE SALE TO YVONNE GARRIQUES AND DEVON FLAVIUS FOR THE AMOUNT OF $33,695.54

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 30 Dubois Street, being more accurately described as Section 30, Block 1, Lot 42, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

WHEREAS, the prospective buyers reside within the subject property; 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 buyers 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of upon receipt of the purchase price of $42,780.28; and that said purchase price must be paid no later than November 13, 2015, and in accordance with said terms and conditions; 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 Sale
30 Dubois Street, City of Newburgh (30-1-42)

1. City of Newburgh acquired title to the property known as 30 Dubois Street, more accurately described as Section 30, Block 1, Lot 42 on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcel') in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as section, block and lot number.
3. The parcel, 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; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the closing.
4. Upon closing, the property shall become subject to taxation and apportionment of the 2015-2016 school taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees not otherwise billed to the purchaser will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units. After closing, purchaser shall be responsible for all water, sewer and sanitation charges.
5. The purchase price of the property is $42,780.28. The purchaser shall pay to the City the purchase price as follows:

   A down payment in the amount of $3,000.00 shall be due on or before November 13, 2015. The down payment shall be payable to the City of Newburgh by **certified check, bank check or money order.**

   The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money First Mortgage and Note for the balance of the purchase price. The Purchase Money Note and Mortgage shall be self-amortizing and be in the sum of $39,780.28 for a term of five years, payable in equal monthly installments of $714.80 per month. The Purchase Money Mortgage shall contain a late charge for overdue payment. The Note and Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty, that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchase enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

The mortgage tax imposed by law and the recording fee for this Purchase Money Mortgage shall be paid by the purchaser. Seller's attorney shall prepare the Purchase Money Note and Mortgage.

All payments due hereunder shall be payable to the City of Newburgh **by bank check, certified check or money order**.

6. Purchaser is 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 purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
8. All informational tools, such as slides, tax maps, deeds, photos, 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 MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to closing. 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. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges that he has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" **by bank check, certified check or money order**.
11. The down payment and all closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. **The City is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the down payment 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 therefore, 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 the purchaser 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 purchaser. Any

additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

12. The purchaser warrants that they are in possession of the parcel and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcel.
13. If the purchaser fails to close title by the close of business on November 13, 2015, then, the City may, but is not obligated to offer the parcel to another purchaser.
14. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees 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. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, he shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.
15. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.
16. 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 and closing fees/costs. Purchaser and tenant remain in possession of property the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
17. 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.
18. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that they are not the former owner(s) of the property against whom City of Newburgh foreclosed and have 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 they nor their assigns shall convey the property until twenty-four (24) months after the date of the

RESOLUTION NO.: ___235___ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 30 BENKARD AVENUE (SECTION 45, BLOCK 4, LOT 15) AT PRIVATE SALE TO ALDO R. OCAMPO FOR THE AMOUNT OF $35,403.34

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 30 Benkard Avenue, being more accurately described as Section 45, Block 4, Lot 15, 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 resides within the subject property; 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 upon receipt of the purchase price of $35,403.34; and that said purchase price must be paid no later than November 13, 2015, and in accordance with said terms and conditions; 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 Sale
30 Benkard Avenue, City of Newburgh (45-4-15)

1. City of Newburgh acquired title to the property known as 30 Benkard Avenue, more accurately described as Section 45, Block 4, Lot 15 on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcel') in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as section, block and lot number.
3. The parcel, 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; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the closing.
4. Upon closing, the property shall become subject to taxation and apportionment of the 2015-2016 school taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees not otherwise billed to the purchaser will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units. After closing, purchaser shall be responsible for all water, sewer and sanitation charges.
5. The purchase price of the property is $35,403.34. The purchaser shall pay to the City the purchase price as follows:

   A down payment in the amount of $2,800.00 shall be due on or before November 13, 2015. Rental payments collected by the City shall be credited to the down payment. The down payment shall be payable to the City of Newburgh by **certified check, bank check or money order.**

   The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money First Mortgage and Note for the balance of the purchase price. The Purchase Money Note and Mortgage shall be self-amortizing and be in the sum of $32,603.34 for a term of five years, payable in equal monthly installments of $585.84 per month. The Purchase Money Mortgage shall contain a late charge for overdue payment. The Note and Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty, that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchase enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

The mortgage tax imposed by law and the recording fee for this Purchase Money Mortgage shall be paid by the purchaser. Seller's attorney shall prepare the Purchase Money Note and Mortgage.

All payments due hereunder shall be payable to the City of Newburgh **by bank check, certified check or money order**.

6. Purchaser is 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 purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
8. All informational tools, such as slides, tax maps, deeds, photos, 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 MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to closing. 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. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges that he has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" **by bank check, certified check or money order**.
11. The down payment and all closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. **The City is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the down payment 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 therefore, 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 the purchaser 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 purchaser. Any

additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

12. The purchaser warrants that they are in possession of the parcel and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcel.
13. If the purchaser fails to close title by the close of business on November 13, 2015, then, the City may, but is not obligated to offer the parcel to another purchaser.
14. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees 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. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, he shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.
15. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.
16. 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 and closing fees/costs. Purchaser and tenant remain in possession of property the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
17. 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.
18. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that they are not the former owner(s) of the property against whom City of Newburgh foreclosed and have 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 they nor their assigns shall convey the property until twenty-four (24) months after the date of the

deed conveying title to the purchaser. If such conveyance in violation of these terms and conditions, the purchaser understands that they may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

_____
ALDO R. OCAMPO

Date: _____

deed conveying title to the purchaser. If such conveyance in violation of these terms and conditions, the purchaser understands that they may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

_____	_____
YVONNE GARRIQUES	DEVON FLAVIUS
Date: _____	Date: _____

RESOLUTION NO.: 236 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH COMMENCING REVIEW UNDER THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) AND THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) AND ADOPTING ENVIRONMENTAL ASSESSMENT FORMS WITH RESPECT TO THE CONSTRUCTION OF A SKATEBOARD PARK TO BE LOCATED WITHIN THE DELANO-HITCH RECREATION PARK

WHEREAS, the City of Newburgh proposes to construct a skateboard park to be located within the Delano-Hitch Recreation Park at 401 Washington Street the City of Newburgh and has allocated funding from the U.S. Department of Housing and Urban Development Community Development Block Grant program for the project; and

WHEREAS, the City of Newburgh Skateboard Park Plaza Project (the "Project") will require the City of Newburgh to conduct an environmental review of the Project under the New York State Environmental Quality Review Act (SEQRA) and the National Environmental Policy Act of 1969 (NEPA); and

WHEREAS, the City Council of the City of Newburgh pursuant to SEQRA hereby assumes Lead Agency status; types this action as an Unlisted Action; and adopts Parts I and II of the NYS Environmental Assessment Form; and

WHEREAS, the City Council of the City of Newburgh pursuant to NEPA adopts an Environmental Assessment Form for HUD-assisted projects and authorizes the publication of a notice commencing a 15-day public comment period;

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

1. That the City Council of the City of Newburgh hereby declares itself as the Lead Agency for the New York State environmental review of the action pursuant to 6 NYCRR 617.6; and

2. Classifies the Project as an Unlisted action;

3. Adopts the Parts I and II of the NYS Environmental Assessment form attached hereto and authorizes the City Manager to execute same on behalf of the City Council of the City of Newburgh; and

4. Adopts the Environmental Assessment form for HUD-assisted projects attached hereto and authorizes the City Manager to execute same on behalf of the City Council of the City of Newburgh; and

5. Authorizes the publication of a notice commencing a 15-day comment public comment period.

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information

Name of Action or Project:
Newburgh Skatepark

Project Location (describe, and attach a location map):
Northwest corner of Delano Hitch Recreation Park

Brief Description of Proposed Action:
The intent of the proposed action is to re-use partially under utilized parkland as a skatepark, adding to the variety of amenities at Delano-Hitch Recreation Park

Name of Applicant or Sponsor:	Telephone: (845) 569-7398
City of Newburgh	E-Mail: mciaravino@cityofnewburgh-ny.gov

Address:
83 Broadway

City/PO:	State:	Zip Code:
Newburgh	New York	12550

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3.a. Total acreage of the site of the proposed action? 27.11 acres
b. Total acreage to be physically disturbed? 0.97 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 39.21 acres

4. Check all land uses that occur on, adjoining and near the proposed action.
☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____
☑ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify:	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☑
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: The proposed action does not intend to utilize any energy once constructed.	☑	☐
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: The proposed action does not intend to utilize potable or non-potable water once constructed.	☑	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment:	☐	☑
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☑	☐
b. Is the proposed action located in an archeological sensitive area?	☐	☑
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:	☑	☐

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☑ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100 year flood plain?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☑ NO ☐ YES	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☑ YES The collected runoff will partially handle on-site for small storms trough the use of rain gardens. Larger storms will inundate the rain gardens and convey stormwater to the City's separate stormwater system in the adjoining streets.		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size:	✓	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	✓	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	✓	

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

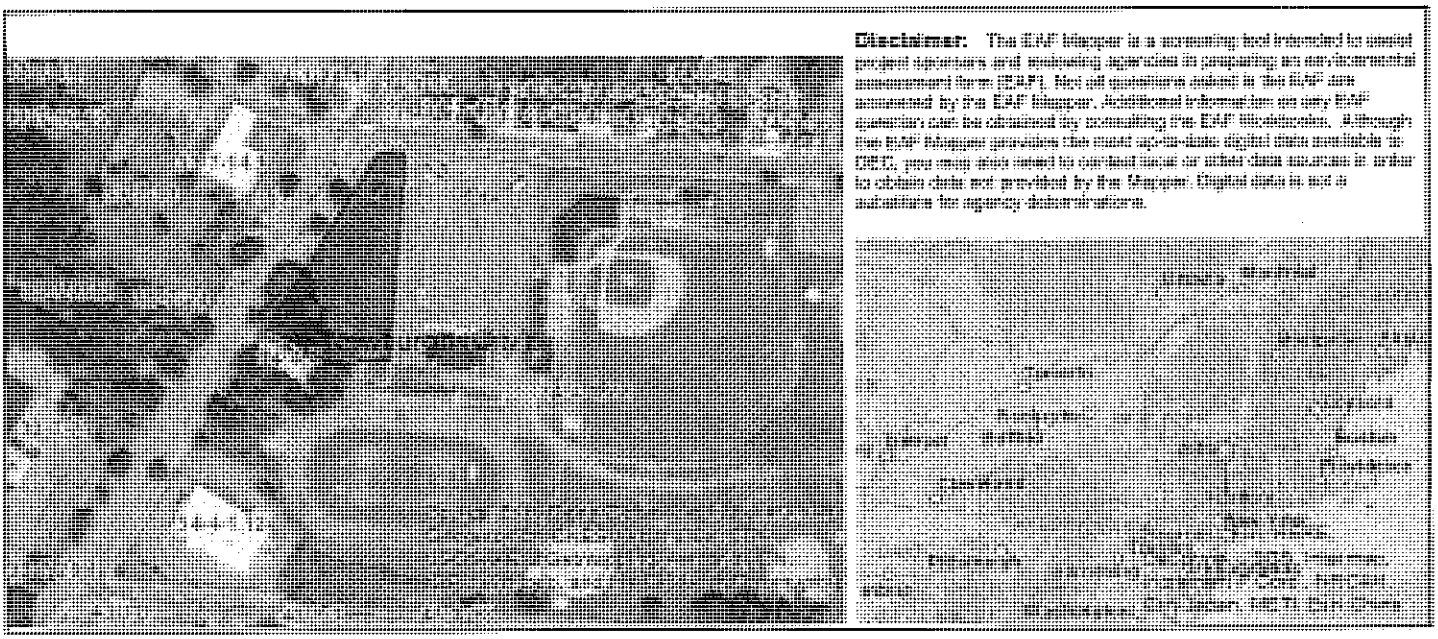
Applicant/sponsor name: Michael G. Ciaravino, City Manger Date:

Signature:

PRINT FORM

EAF Mapper Summary Report

Sunday, August 30, 2015 9:21 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58

Project Information

Project Name: Newburgh Skatepark

Responsible Entity: City of Newburgh

Grant Recipient (if different than Responsible Entity):

State/Local Identifier:

Preparer: Chad M. Wade, R.L.A.

Certifying Officer Name and Title: Michael G. Ciaravino, City Manager

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable): Grindline Concrete Skateparks Design & Construction and Eberlin and Eberlin, P.C.

Direct Comments to: Deirdre Glenn, Director of Planning and Development

Project Location: The Proposed Action is located within the Delano-Hitch Recreational Park, which is bound by Washington Street to the north, Robinson Avenue to the east, S. William Street to the south, and Lake Street to the west. The Newburgh Skatepark shall be constructed in the northwest corner of Delano-Hitch Recreation Park, generally near the intersection of Washington Avenue and Lake Street.

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]**:** The intent of the proposed action is to re-use partially underutilized parkland as a skatepark, adding to the variety of amenities at Delano-Hitch Recreation Park.

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]: The purpose and need of the Proposed Action came about through outreach to the City by the local skateboard community. They identified limited safe locations, easily accessible, that are available to them.

In addition to the proposed Action, a no action alternative was reviewed. A no action alternative would leave the project location in its current, partially underutilized state. The potential minor benefits identified would be lost. Additionally, the funding allocated for the Proposed Action would be available for other HUD and CDBG projects. No other alternatives were reviewed as part of this Environmental Assessment.

In order to complete this Environmental Assessment, a number of sources were accessed. The sources are as follows: U.S. Fish and Wildlife Service, New York State Department of Environmental Conservation, HUD Exchange, New York State Office of Parks, Recreation & Historic Preservation, Protection Agency, National and Scenic Rivers System, Federal Emergency Management Agency. Additional detail is available below in the section *List of Sources, Agencies and Persons Consulted.*

Existing Conditions and Trends [24 CFR 58.40(a)]: Currently the part of Delano-Hitch Recreation Park slated for the development of Phase I of the skatepark consists of dilapidated unutilized horseshoe pits. The area slated for development of Phase II of the Skatepark consists of a play structure. The likely trend of the current areas, without the Proposed Action, would continue as it is today. Other than this project, there is no short-term or long-term plans to rehabilitate or re-use the area dedicated to this project.

Funding Information

Grant Number	HUD Program	Funding Amount
	CDBG	

Estimated Total HUD Funded Amount:

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**:** $ 626,310.00

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes ☐ No ☒	The closet airport to the project location is Stewart International Airport. The end of the runway is approximately 16, 900 +/- feet from the Project location. Associated with the airport is Stewart Air National Guard Base, utilizing the same runway. The closest building within the Stewart Air National Guard Base is approximately 14,800 +/- feet for the Project location. *See attached map 1.*
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	The U.S. Fish and Wildlife Service *Coastal Barrier Resource System Mapper* was reviewed and the only areas identified are along the Atlantic and Long Island Sound coast of the United States. No Coastal Barrier Resources are on, adjacent to, or within the vicinity of the project location.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	Updated FEMA maps were consulted to identify flood prone areas in the City of Newburgh. According Panel 0332E, effective August 3, 2009, the project site is not within a flood prone area. *See attached map 2.*
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	The Proposed Action does not include a scope of work that will create air pollution. A minor increase in emissions is likely to occur during construction.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	The Hudson River is designated by New York State as part of the Coastal Boundary of the State. Although the defined boundary includes the project location, it is not adjacent to or in the vicinity of the Hudson River. *See attached map 3.*
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes ☐ No ☒	The New York State Department of Environmental Conservation *Environmental Site Database* was reviewed for spill incidents and environmental site remediation. No information was identified on the project location.
Endangered Species	Yes No	The U.S. Fish and Wildlife Service Environmental Conservation Online System and the New York State

Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	☐ ☒	Department of Environmental Conservation website was reviewed for species or populations believed to or known to occur in New York. No habitat related to the species listed was identified at the project location and no significant vegetation is being removed, therefor having no effect on listed species. *See attached map 4.*
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes No ☐ ☒	In accordance with the documentation provided on the HUD Exchange, the Proposed Action's scope of work does not include a residential component, nor a hazardous facility.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No ☐ ☒	In accordance with the documentation provided on the HUD Exchange; the Proposed Action scope of work does not include anything that converts the existing land use of the project location. Additionally, the project location in an urban center, no important farmland is on, adjacent to or within the vicinity of the project location. *See attached map 5.*
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No ☐ ☒	Updated FEMA maps were consulted to identify flood prone areas in the City of Newburgh. According Panel 0332E, effective August 3, 2009, the project site is located in the unshaded Zone X, which is not a flood prone area. *See attached map 3.*
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No ☐ ☒	Review of the New York State Office of Parks, Recreation & Historic Preservation online *Cultural Resource Information System* did not identify any listed or eligible facilities on, adjacent to, or within the vicinity of the project location. *See attached map 6.*
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No ☐ ☒	Noise in the vicinity of the project location is consistent with that of an urban environment. Minor increase in noise above ambient levels may occur during construction. Post-construction the noise levels are anticipated to be consistent with the urban environment.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No ☐ ☒	Review of the Environmental Protection Agencies National Sole Source Aquifer GIS layer does not indicate any sole source aquifer on, adjacent to, or within the vicinity of the project location. *See attached map 7.*
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No ☐ ☒	The New York State Department of Environmental Conservation *Environmental Resource Mapper* and the U.S. Fish and Wildlife National *Wetland Mapper* do not indicate the presence of wetlands on or adjacent to the project location. *See attached map 8.*
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No ☐ ☒	Review of the National and Scenic Rivers System website, the only river designated in New York is the upper Delaware River. The project site is not adjacent to or in the vicinity of the Delaware River.

ENVIRONMENTAL JUSTICE		
Environmental Justice	Yes No	The New York State Department of Environmental Conservation Office of Environmental Justice identifies a

Executive Order 12898	☐ ☒	good portion of the City as a potential Environmental Justice Area, including the area of the Proposed Action. *See attached map 9.*

Environmental Assessment Factors [24 CFR 58.40; Ref. 40 CFR 1508.8 &1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.
(1) Minor beneficial impact
(2) No impact anticipated
(3) Minor Adverse Impact – May require mitigation
(4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	2	The Proposed Action is in general conformity to local Plans and Codes.
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	3	The engineered plans will identify stormwater BMP's in conformity to the most recent edition of the *New York State Stormwater Management Plan* and appropriate erosion and sediment control in accordance with the most recent edition of the *New York State Standards and Specifications for Erosion and Sediment Control.*
Hazards and Nuisances including Site Safety and Noise	3	Minor increase in noise above ambient levels may occur during construction. Post-construction the noise levels are anticipated to be consistent with a park atmosphere.
Energy Consumption	3	There will likely be an increase in energy consumption, fuel, during the construction period as equipment is utilized to grade the site and install the designed features.

Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns	2	No impact is anticipated.
Demographic Character Changes, Displacement	2	No impact is anticipated.

Environmental Assessment Factor	Impact Code	Impact Evaluation
COMMUNITY FACILITIES AND SERVICES		
Educational and Cultural Facilities	2	No impact is anticipated.

Commercial Facilities	1	The draw of users outside the City proper may increase purchases at local commercial facilities.
Health Care and Social Services	2	No impact is anticipated.
Solid Waste Disposal / Recycling	2	No impact is anticipated.
Waste Water / Sanitary Sewers	2	No impact is anticipated. The Proposed Action does not anticipate a connection the existing wastewater and sanitary sewers.
Water Supply	2	No impact is anticipated. The Proposed Action does not anticipate and connection the existing water supply system.
Public Safety - Police, Fire and Emergency Medical	3	Contributing to the increased use of the park, the Proposed Action will likely increase the need for emergency services. No mitigation is proposed.
Parks, Open Space and Recreation	1	The Proposed Action anticipates the increased utilization of an existing underutilized portion of Delano-Hitch Recreation Park.
Transportation and Accessibility	2	No impact is anticipated. The Proposed Action does not include any improvements the existing transportation network.

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources	2	No impact is anticipated.
Vegetation, Wildlife	2	No impact is anticipated.
Other Factors	2	No impact is anticipated.

Additional Studies Performed: The State Environmental Quality Review Act will be undertaken as part of the projects approval.

Field Inspection (Date and completed by): A site survey was conducted in May 2012.

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]: The following sources were utilized to inform this Environmental Assessment:

- U.S. Fish and Wildlife Service
  - National Wetlands Mapper (http://www.fws.gov/wetlands/data/mapper.HTML)
  - Coastal Barrier Resource System Mapper (http://www.fws.gov/cbra/Maps/Mapper.html)
- New York State Department of Environmental Conservation
  - Environmental Resource Mapper (http://www.dec.ny.gov/imsmaps/ERM/viewer.htm)
  - New York Rare Plants Status Lists (http://www.dec.ny.gov/docs/fish_marine_pdf/2010rareplantstatus.pdf)
  - Rare Animal Status List (http://www.dec.ny.gov/docs/wildlife_pdf/rareanimal514.pdf)
  - Environmental Site Database (http://www.dec.ny.gov/chemical/8437.html)
- HUD Exchange
  - Airport Hazards (https://www.hudexchange.info/environmental-review/airport-hazards/)

- Coastal Barrier Resources (https://www.hudexchange.info/environmental-review/coastal-barrier-resources/)
- Flood Insurance (https://www.hudexchange.info/environmental-review/flood-insurance/)
- Clean Air (https://www.hudexchange.info/environmental-review/air-quality/)
- Coastal Zone Management (https://www.hudexchange.info/environmental-review/coastal-zone-management/)
- Contamination and Toxic Substances (https://www.hudexchange.info/environmental-review/site-contamination/)
- Endangered Species (https://www.hudexchange.info/environmental-review/endangered-species/)
- Explosives and Flammable Facilities (https://www.hudexchange.info/environmental-review/explosive-and-flammable-facilities/)
- Farmland Protection (https://www.hudexchange.info/environmental-review/farmlands-protection/)
- Floodplain Management (https://www.hudexchange.info/environmental-review/floodplain-management/)
- Historic Preservation (https://www.hudexchange.info/environmental-review/historic-preservation/)
- Noise Abatement and Control (https://www.hudexchange.info/environmental-review/noise-abatement-and-control/)
- Sole Source Aquifers (https://www.hudexchange.info/environmental-review/sole-source-aquifers/)
- Wetlands Protection (https://www.hudexchange.info/environmental-review/wetlands-protection/)
- Wild and Scenic Rivers (https://www.hudexchange.info/environmental-review/wild-and-scenic-rivers/)
- Environmental Justice (https://www.hudexchange.info/environmental-review/environmental-justice/)

- New York State Office of Parks, Recreation & Historic Preservation
  - Cultural Resource Information System (https://cris.parks.ny.gov/)
  - Christina Croll – GIS data request.
- Environmental Protection Agency
  - Superfund Sites in New York (http://www.epa.gov/region02/cleanup/sites/nytoc_sitename.htm)
- Orange County GIS Division – various GIS data
- United States Department of Agriculture, Natural Resources Conservation Service
  - Web Soil Survey (http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm)
- National and Scenic Rivers System (http://www.rivers.gov/new-york.php)
- New York State GIS Clearinghouse
  - Web Mapping Service (http://www.orthos.dhses.ny.gov/ArcGIS/services/2013/MapServer/WMSServer?)
  - Datasets in Orange County (https://gis.ny.gov/gisdata/inventories/results.cfm?SWIS=33)
- Federal Emergency Management Agency
  - Flood Map Service Center (https://msc.fema.gov/portal)
  - Web Mapping Service (http://hazards.fema.gov/gis/nfhl/services/public/NFHLWMS/MapServer/WMSServer).

List of Permits Obtained: Based upon the Proposed Action, local building permits are the only permits required and will be obtained by the contractor prior to commencing construction.

Public Outreach [24 CFR 50.23 & 58.43]**:** Extensive public outreach, over multiple events, was performed to inform the Proposed Action.

Cumulative Impact Analysis [24 CFR 58.32]**:** In accordance with CFR 58.32(d) the Proposed Action is anticipated to be constructed in two (2) phases and this environmental review is being conducted to include the entirety of the scope of work as a multi-year project aggregation.

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]**:** No other alternatives were identified or reviewed as part of the environmental review.

No Action Alternative [24 CFR 58.40(e)]: A no action alternative would leave the project location in its current, partially underutilized state. The potential minor benefits identifies would be lost. Additionally the funding allocated for the Proposed Action would be available for other HUD and CDBG projects.

Summary of Findings and Conclusions:

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	N/A

Determination:

☒ **Finding of No Significant Impact** [24 CFR 58.40(g)(1); 40 CFR 1508.27]
The project will not result in a significant impact on the quality of the human environment.

☐ **Finding of Significant Impact** [24 CFR 58.40(g)(2); 40 CFR 1508.27]
The project may significantly affect the quality of the human environment.

Preparer Signature: _____ Date: September 11, 2015

Name/Title/Organization: Chad M. Wade, R.L.A. Assistant City Engineer, City of Newburgh

Certifying Officer Signature: _____ Date: _____

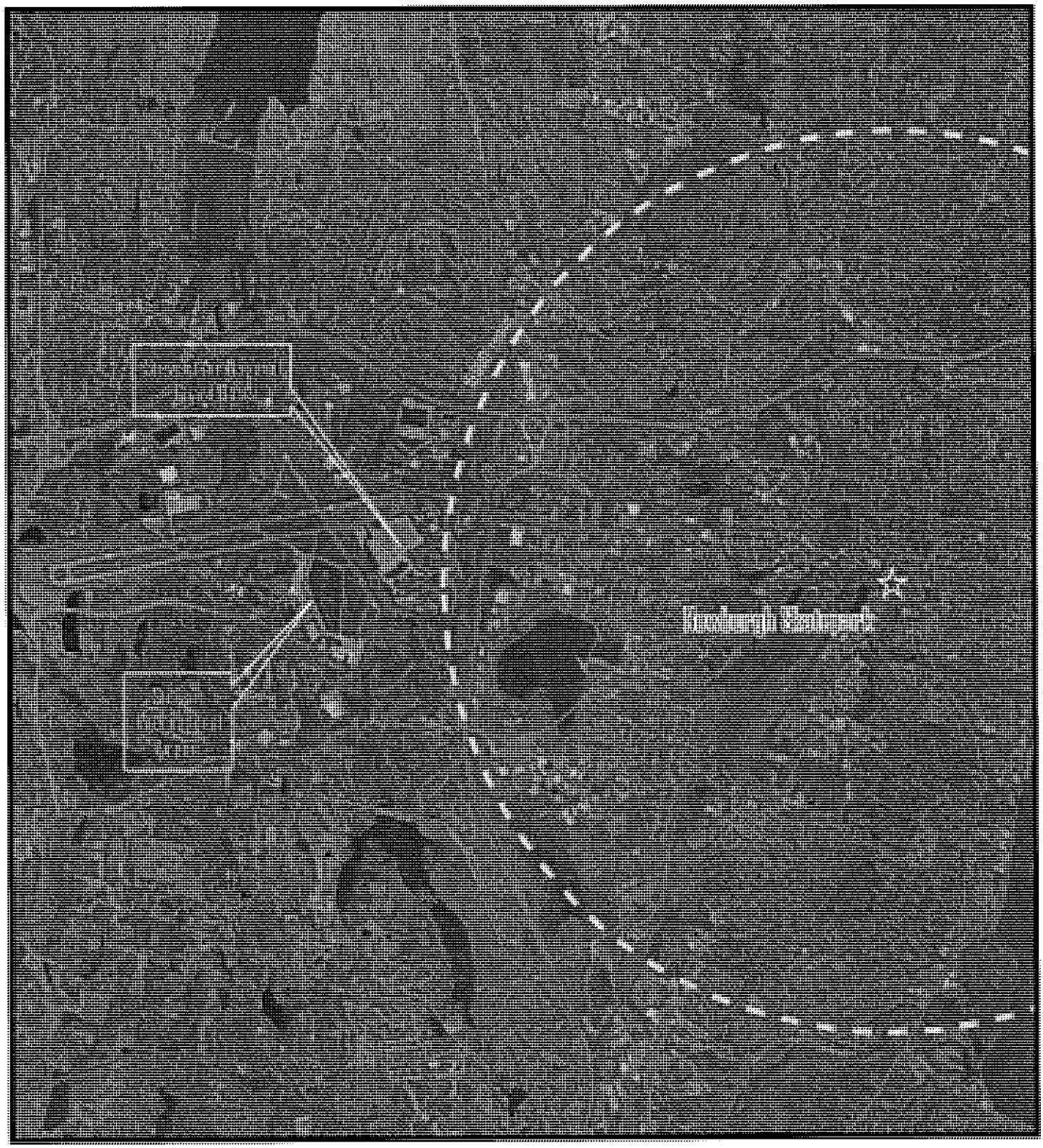
Name/Title: Michael G. Ciaravino, City Manager, City of Newburgh

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Airport Hazards

C.M.W. / Friday, September 11, 2015

Map No. 1



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0 0.150.3 0.6 0.9 1.2

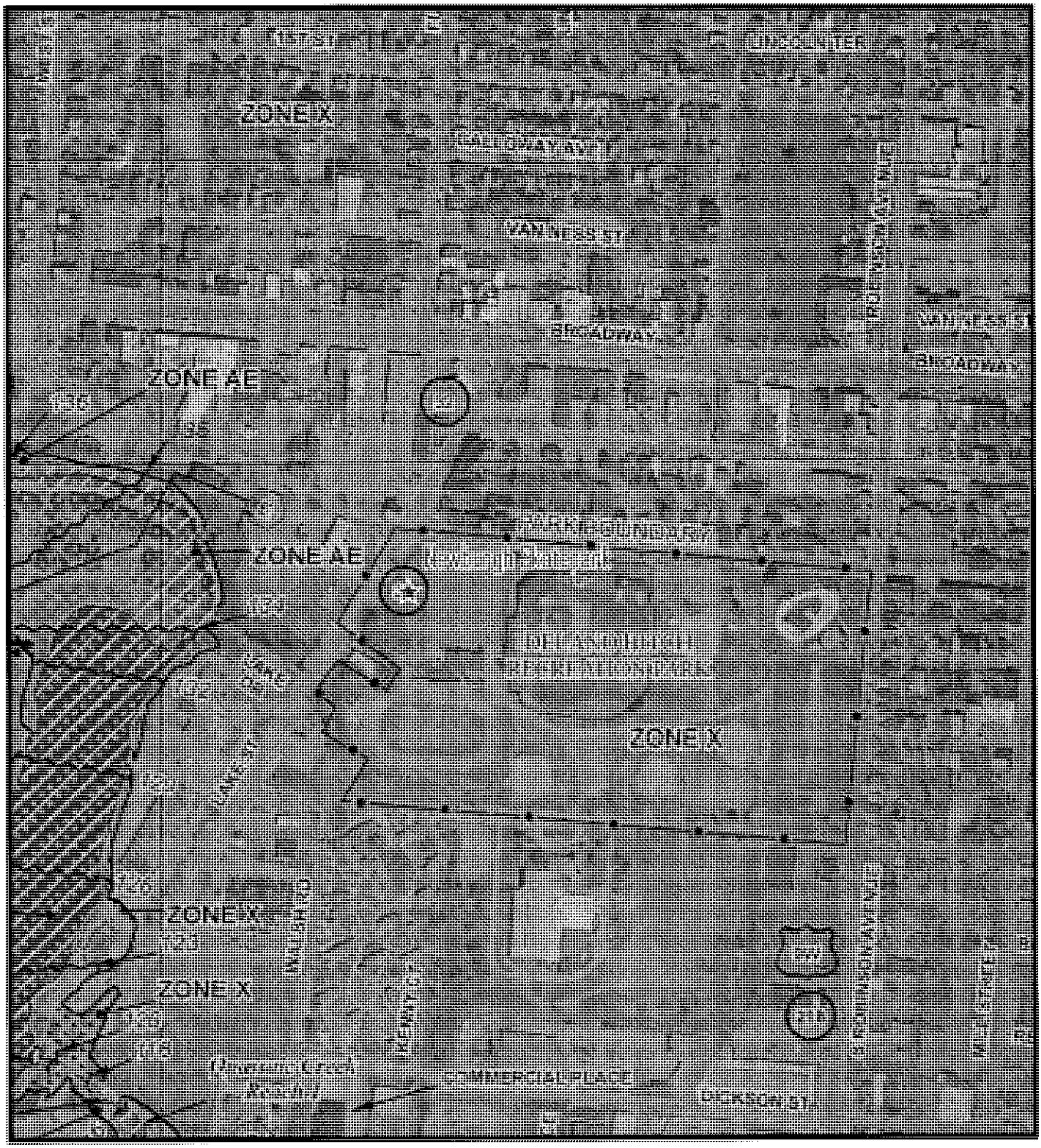
1 inch = 1 mile

North

Flood Insurance and Floodplain Management

C.M.W. / Friday, September 11, 2015

Map No. 2



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0 75 150 300 450 600

1 inch = 400 feet

North

Coastal Zone Mangement

C.M.W. / Friday, September 11, 2015

Map No. 3

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0 0.150.3 0.6 0.9 1.2

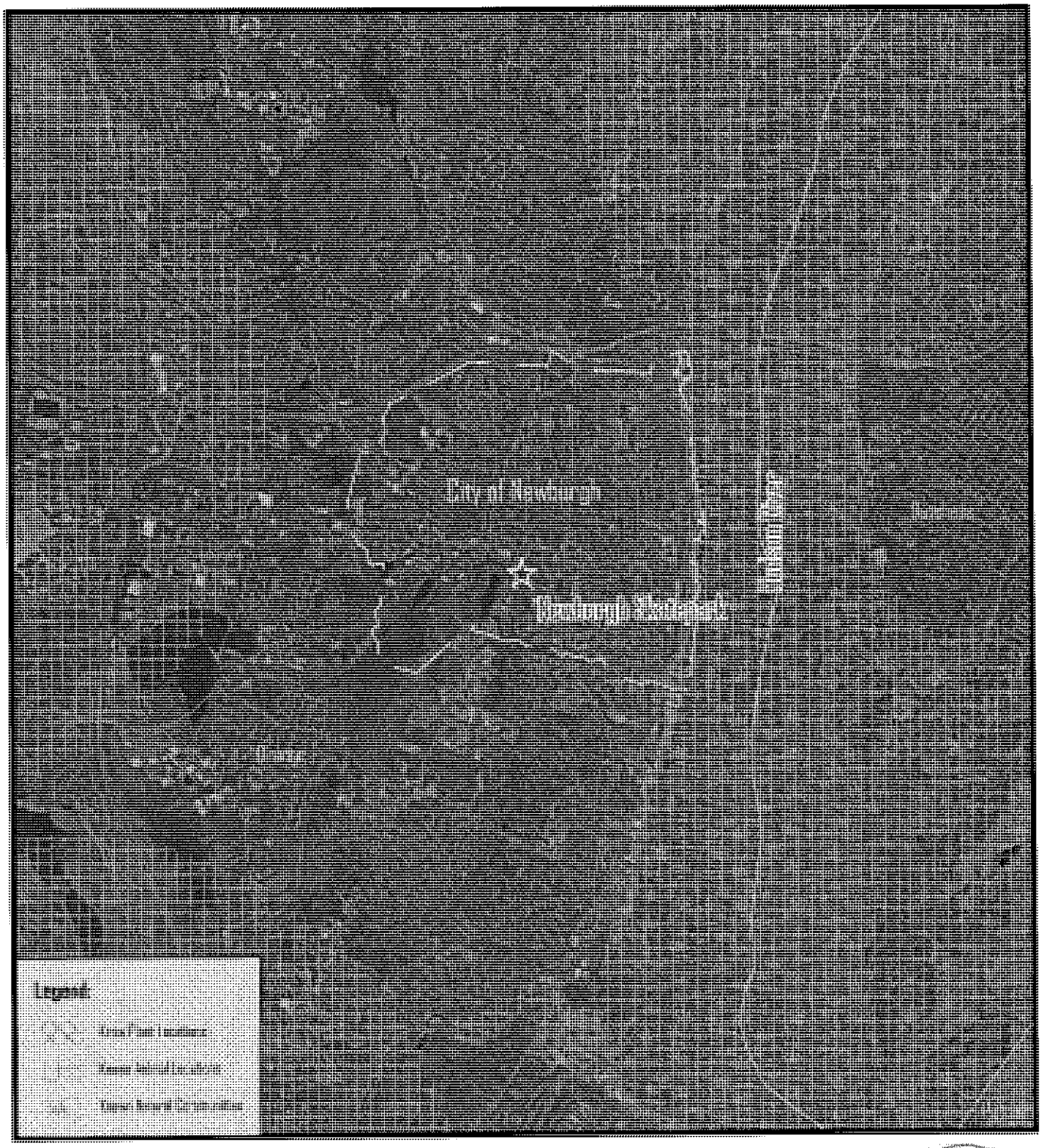
1 inch = 1 mile

North

Endangered Species

C.M.W. / Friday, September 11, 2015

Map No. 4



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0 0.150.3 0.6 0.9 1.2

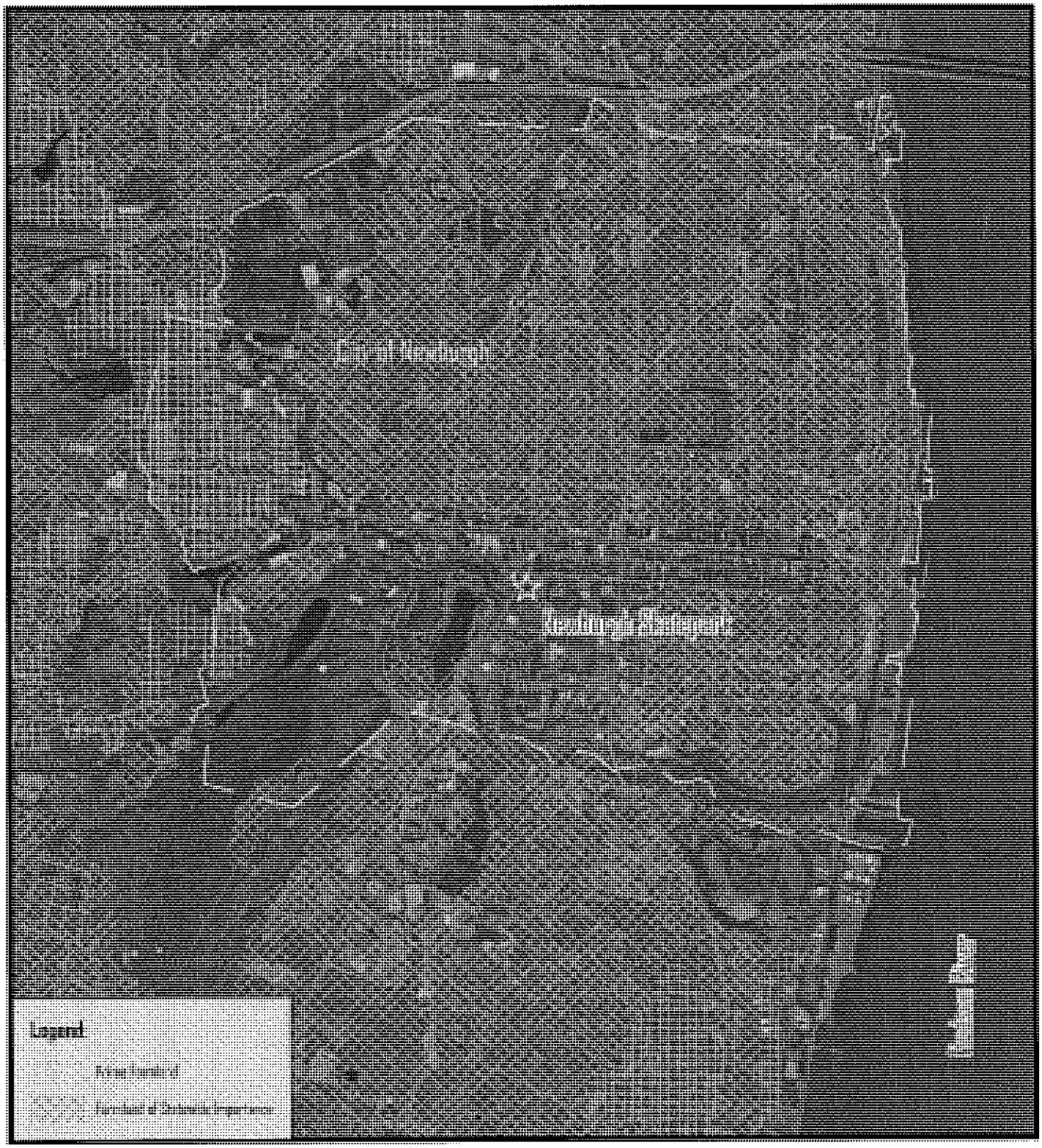
1 inch = 1 mile

North

Farmland Protection

C.M.W. / Friday, September 11, 2015

Map No. 5



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0 0.075 0.15 0.3 0.45 0.6

1 inch = 0 mile

North

Historic Preservation

C.M.W. / Friday, September 11, 2015

Map No. 6

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0 190380 760 1,140 1,520

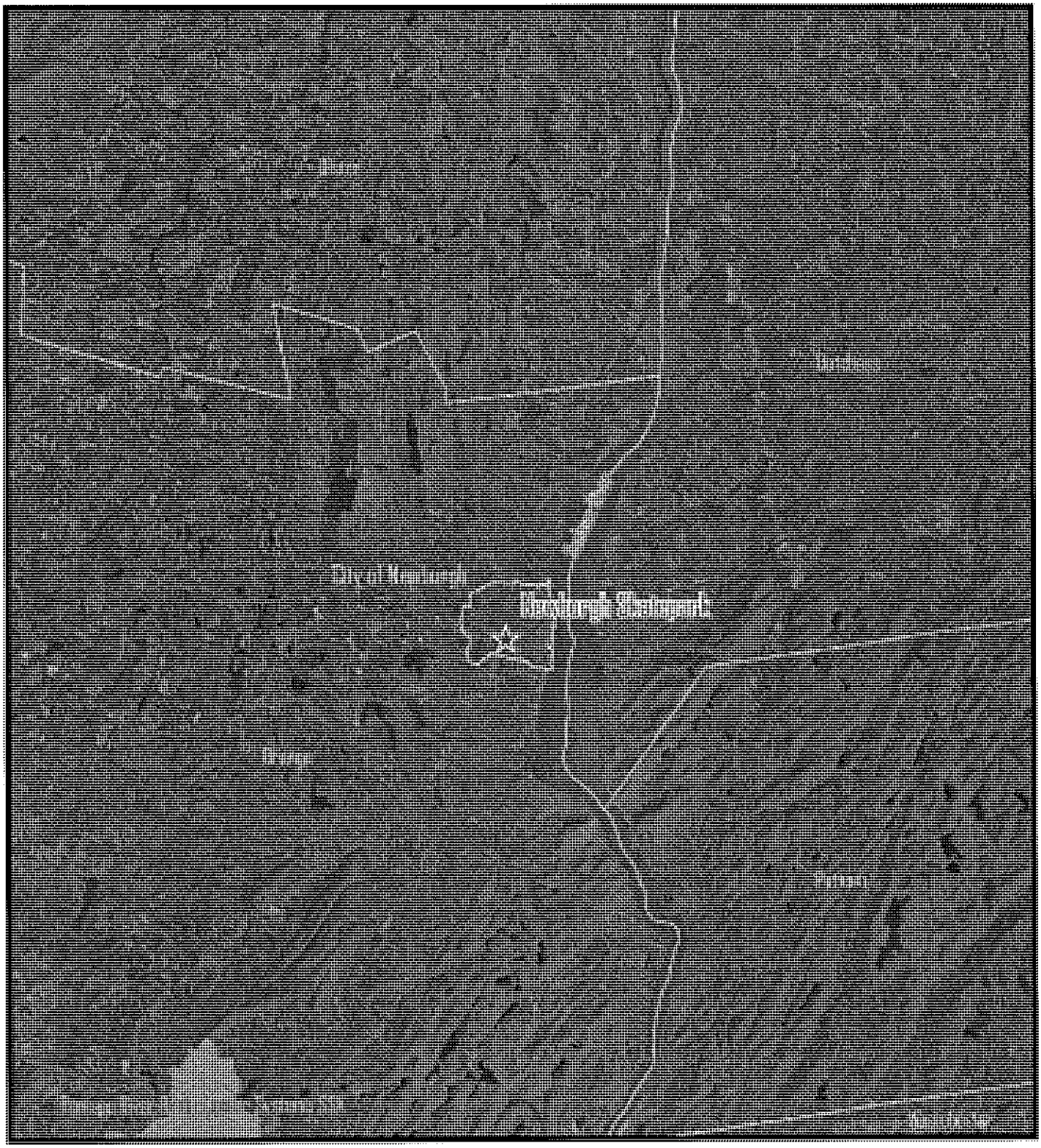
1 inch = 1,000 feet

North

Sole Source Aquifer

C.M.W. / Friday, September 11, 2015

Map No. 7



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0 0.5 1 2 3 4

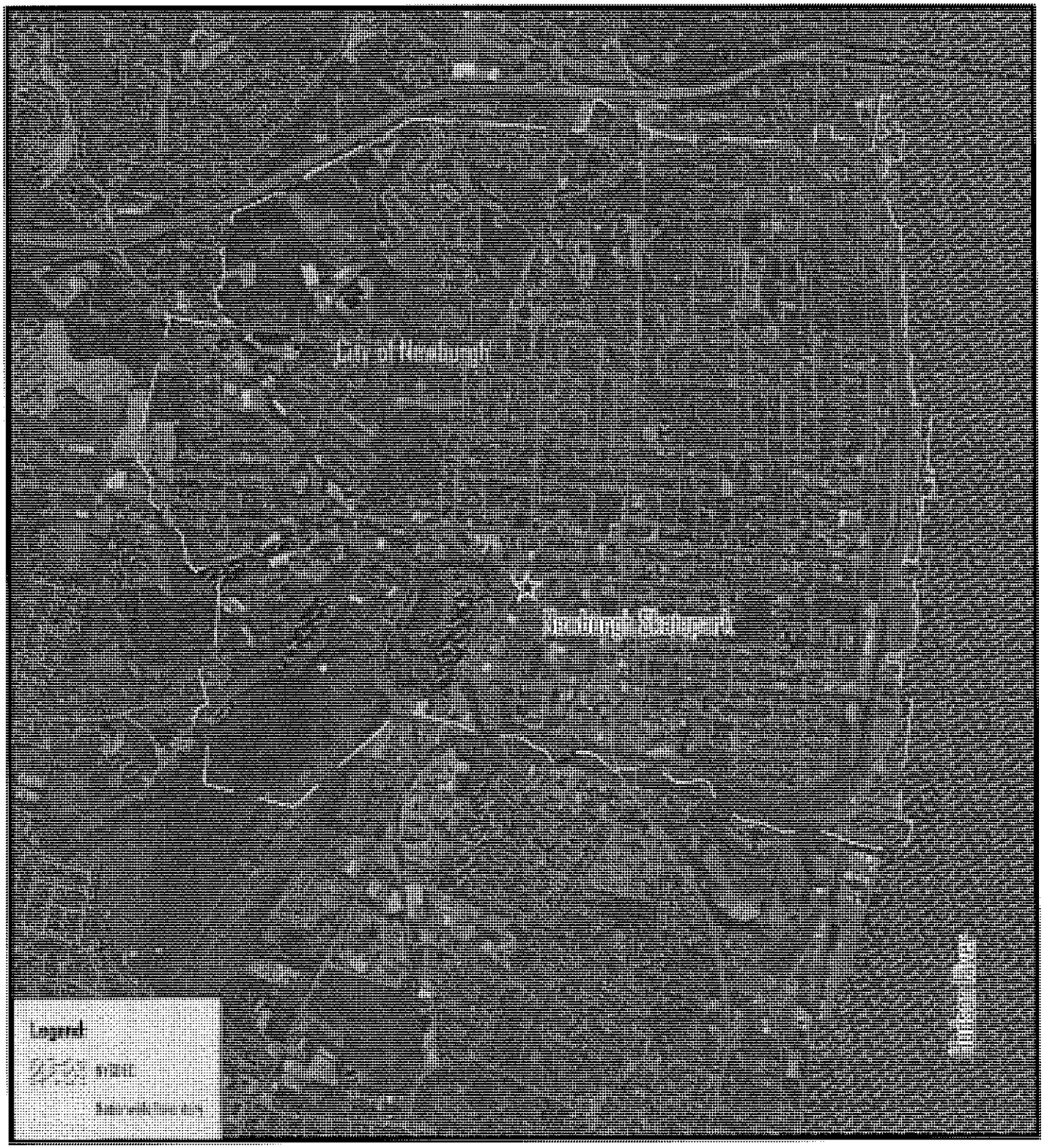
1 inch = 3 mile

North

Wetlands Protection

C.M.W. / Friday, September 11, 2015

Map No. 8



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0 0.075 0.15 0.3 0.45 0.6

1 inch = 0 mile

North

Environmental Justice

C.M.W. / Friday, September 11, 2015

Map No. 9

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0 190380 760 1,140 1,520

1 inch = 1,000 feet

North

RESOLUTION NO.: ___237__ - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PEC GROUP OF NEW YORK, INC. AND AMENDING RESOLUTION NO: 296 - 2014, THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $12,500.00 FROM GENERAL FUND CONTIGENCY TO MUNICIPAL BUILDINGS TO PROVIDE FOR SECURITY SERVICES FOR 123 GRAND STREET

WHEREAS, by Resolution No. 32-2014 of February 10, 2014, the City Council of the City of Newburgh, New York authorized the Interim City Manager to enter into an agreement with PEC Group of New York, Inc. to provide for security services in City Hall; and

WHEREAS, by Resolution No. 6-2015 of January 12, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a lease agreement with Representative Sean Patrick Maloney Committee for a portion of the second floor of 123 Grand Street; and

WHEREAS, the lease agreement obligates the City of Newburgh to provide security services for 123 Grand Street during the term of the lease; and

WHEREAS, such security services shall be provided Monday through Friday from 9:00 am to 5:00 pm through the City's agreement with PEC Group of Newburgh, New York at a cost of $12,500.00 from October 1, 2015 through December 31, 2015; and

WHEREAS, this Council finds that providing the security services at 123 Grand Street through PEC Group of Newburgh, New York is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an addendum to the City's Agreement with PEC Group of New York, subject to terms and conditions as may be required by the Corporation Counsel, to provide for security services at 123 Grand Street; and

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
A.1900.1990	Contingency	$12,500.00	
A.1620.0448	Municipal Buildings		$12,500.00
	TOTALS:	$12,500.00	$12,500.00

ORDINANCE NO.: __11____ - 2015

OF

SEPTEMBER 14, 2015

AN ORDINANCE AMENDING CHAPTER 183, ARTICLE I ENTITLED "LITTERING AND DUMPING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH INCREASING THE PENALTIES FOR VIOLATIONS

BE IT ORDAINED by the City Council of the City of Newburgh, New York that Chapter 183, Article I, entitled " Littering and Dumping" of the Code of Ordinances is amended as follows:

SECTION 1. Article 1. Littering and Dumping

§183-2. Penalties for littering and dumping.

B. Any person found to be in violation of §183-1 or other section of Article I of this Chapter shall be guilty, upon conviction, of an offense punishable by a fine of not less than $500 nor more than $5,000 or by imprisonment for a period not exceeding 15 days, or both such fine and imprisonment. The imposition of one penalty for any violation of Chapter 183 of the Code of Ordinances of the City of Newburgh unless otherwise specified shall not excuse the offense or permit it to continue, and all such persons shall be required to correct or remedy such violation or defects. Each day that prohibited conditions or actions exist or continue shall constitute a separate offense hereunder.

SECTION 2. This ordinance shall take effect on September 15, 2015.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

ORDINANCE NO.: 12 - 2015

OF

AUGUST 10, 2015

AN ORDINANCE AMENDING SECTION 163-1 "SCHEDULE OF CODE FEES" OF CHAPTER 163 "FEES" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Section 163-1 of Chapter 163 entitled "Schedule of Code Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

Code Section	Type of Fee	Amount
§ 266-19	Open Spaces Parks, Open Space and Minor Subdivisions	$.~~10~~5 ~~cents~~ per square foot of subdivided area
§ 266-22	Subdivision of lands fees	
	Lot line change and two-lot subdivision of parcel containing an existing residential structure	$200.00
	Minor subdivision of four lots or fewer	$200.00
	Major subdivision of five lots or more	$200.00 plus $50 per lot
	Cost of professional services required in subdivision review process:	
	On all applications for subdivision approval to the Planning Board, the applicant shall, in addition to any fees established pursuant to Chapter 266 and in addition to any fees established by Chapter 158 of this Code,	The sums of money deposited pursuant to this subsection shall be placed in an escrow account to cover such costs, which account shall be drawn

~~Strikethrough~~ denotes deletions
Underlining denotes additions

pay the actual cost of the following services which may be reasonably required by the Planning Board in the processing of the application: [1] Engineering services [2] Review during construction, inspection services [3] Planning services	against in the course of the review of the particular application. Initial deposit shall be $500 Subsequent deposits shall be required as needed. Any amount remaining in the account on completion of review shall be refunded.
Inspection of public improvements	~~4~~ 3% of the value of bonded improvements
~~Recreation fee in lieu of land at the Planning Board's discretion~~	~~$500 per lot for a subdivision of four lots or fewer (minor subdivision); provided, however, that if a lot contains an existing single-family dwelling unit, such lot (and only one) shall be excluded from the calculation; $500 per lot including the first four lots for subdivisions greater than four (major subdivision). For residential site plans, including but not limited to newly created condominiums, multiple dwellings (three and greater) and two-family homes: $1,000 for each residential unit.~~
Public hearing	$150.00, plus $50.00 for obtaining a public hearing notification list from the City Assessor

§ 300-9~~83~~ Miscellaneous planning, zoning and Building Department fees

Applicants shall, at the discretion of the particular Board involved, reimburse the cost of professional services required in the review process based on the most current rate. Payment shall be made prior to each stage of submission.

	Re-inspection, other than for a certificate of occupancy for the same site	Residential site: $40.00 per additional inspection of the same site for the same purpose Commercial site: $75.00 per additional inspection of the same site for the same purpose
	Inspections requested outside normal business hours	$150.00, plus reimbursement of overtime costs
§ 300-10	On all applications for site plan approval, special use permit, zoning amendment, variance or other appeal to the Planning Board, or other reviewing board, the applicant shall, in addition to any fees established pursuant to Chapter 300 and in addition to any fees established by Chapter 158 of this Code, pay the actual cost of the following services which may be reasonably required by the Planning Board, or other reviewing board, in the processing of the application: [1] Engineering services [2] Review during construction, inspection services [3] Planning services	The sums of money deposited pursuant to this subsection shall be placed in an escrow account to cover such costs, which account shall be drawn against in the course of review of the particular application. The initial deposit shall be $500. Subsequent deposits shall be required as needed. On completion of review, funds remaining in the account will be refunded to the applicant.
§ 300-40~~26~~	Architectural Review Commission	
	Application for certificate of appropriateness	With public hearing: $100.00 Without public hearing or Consent Agenda: $25.00
	~~Application for advisory review of an application for a variance or special permit which does not involve issuance of a~~	

~~Strikethrough~~ denotes deletions
Underlining denotes additions

	~~certificate of appropriateness Free~~	
	Application for a certificate of appropriateness only in connection with the erection of a sign subject to a sign permit fee, provided that such sign is to be either a wall sign not exceeding 25 square feet of surface area or a projecting sign not exceeding nine square feet of area on one side	$50.00
§ 300-70	Special Off-Street Parking Permit	Application fee: $50.00
§ 300-88~~51~~	Planning Board	
	Site Plan application	Residential (~~4~~ or fewer dwelling units): $~~3~~ 200.00 Residential (5 or more dwelling units): $~~3~~ 200.00, plus $~~150~~ 100 per unit Commercial: $1,000.00 plus $~~2~~ 100.00 per 1,000 square feet of floor area
	Inspection of public improvements	~~4~~ 2% of the approved estimated dwelling units): $~~3~~ 200.00
§ 300-89~~0~~	Recreation fee in lieu of land	As determined by the the Planning Board
§ 300-55~~14~~	Swimming or bathing pool permit	$50
§ 300-102~~36~~	Planning Board	
	Special use permit application	Residential: $150.00 Commercial: $250.00
	Transcript of proceedings	$3.00 per page
	Assessor's public hearing notification list	$50.00

~~Strikethrough~~ denotes deletions
Underlining denotes additions

§ 300-116 Zoning Board of Appeals

Application for variances and requests for interpretation	Residential: $150.00 Commercial: $250.00
Transcript of proceedings	$3.00 per page
Assessor's public hearing notification list	$50.00

~~Subdivision, site plan, architectural review and site preparation application professional service fees; commercial permit review.~~

~~(1) Legislative intent. By enactment of this section, the City Council of the City of Newburgh recognizes the need of ensuring that the engineering, planning, technical, environmental, legal and clerical costs incurred by the City in processing and reviewing land use approvals be borne by the applicant/developer and not by the general public. To this end, it is the intent of this section to require the applicant/developer within the City of Newburgh to deposit with the City, in escrow, certain fees which are reasonably related to the complexity of the application and necessitate review by the City through its consultants as a condition precedent to the processing and review of any application. Additionally, this section shall also require the deposit of escrow fees with the City to cover the costs for review of an applicant/developer's environmental impact statement in accordance with Environmental Conservation Law § 8-0113 and 6 NYCRR 617.17.~~

~~(2) Fees for certain actions before the Planning Board.~~

~~(a) Upon application to the City of Newburgh Planning Board for any planning action or approval, the applicant shall deposit with the Secretary to the Planning Board an escrow to cover the costs being incurred by the City for all consultant services, including but not limited to engineering, planning and legal as well as clerical costs incurred in the processing and reviewing of such application.~~

~~(b) The City of Newburgh Planning Board shall compute the initial escrow charge in accordance with the following schedule:~~

~~[1] Residential subdivision: $500.00~~

~~[2] Commercial subdivision: $1,000.00~~

~~[3] Multifamily residential site plans and special permits: $100.00 per dwelling unit.~~

~~[4] Commercial or other nonresidential site plans and special permits: $1,000.00 plus $200.00 per 1,000 square feet of building floor area or part thereof.~~

~~[5] State Environmental Quality Review Act (SEQRA):~~

~~[a] Long environmental assessment form: $1,000.00~~

~~[b] Environmental impact statement: $7,500.00~~

~~[c] Inspection fee for subdivision: 4% of amount of performance bond.~~

~~(c) Planning review fee deposits shall be made to the Secretary to the Planning Board and shall be placed in a separate non-interest-bearing account by the City of Newburgh.~~

~~(d) No review shall be under taken by the consultants nor shall the matter be scheduled before the Planning Board until the escrow account and all fees as set forth herein are paid.~~

~~(e) If the escrow account falls below 40% of the initial deposit, the Planning Board may, if recommended by the consulting engineer, planner or attorney, require that the applicant pay additional funds into the escrow account of up to 75% of the initial deposit.~~

~~(f) In the event that an applicant shall withdraw his application at any stage of the proceedings or when the application review and approval process has been completed, the balance of funds after payment of all outstanding charges in the applicant's account shall be either remitted to the applicant within 60 days of final action by the Planning Board or, if so directed by the applicant, shall remain on deposit as the applicant's initial payment during the post-approval inspection requirements.~~

~~(g) The applicant shall be responsible for the payment of all the consultant services incurred by the Planning Board notwithstanding that the escrow account may be insufficient to pay for said fees or expenses.~~

~~(h) In the event that the Planning Board in the course of reviewing an application determines that the proposed action requires a positive declaration under SEQRA, all costs incurred by the Board for the review of any environmental impact statements, whether of a professional or clerical nature, shall be borne by the applicant pursuant to 6 NYCRR 617.8(a). Such costs shall be covered by an escrow account established pursuant to this subsection within 15 days of said positive declaration, in an amount as set forth in this Subsection E(2)(b).~~

~~(3) Pending applications. All applicants with matters pending before the Planning Board as of the effective date of this section shall be required to post an escrow in the manner and upon the terms and conditions set forth below:~~

~~(a) The Planning Board, in consultation with the applicant, shall compute the amount of the escrow to be posted with the City. Such amount shall be reasonably related to the costs attendant to the City's review of the application as of the effective date of this section. Under no circumstances shall the escrow include amounts attributable to any costs incurred by the City prior to the effective date of this section.~~

~~(b) Once computed and established by resolution of the Planning Board, the applicant shall, within 15 days of said resolution, post the escrow fees with the Secretary of the Planning Board. Failure to deliver said escrow fees may result in delay of the further processing of the application.~~

~~Rezoning fees~~

~~(1) Application to amend Zoning Ordinance or Zoning Map.~~

~~(a) For residential zoning amendments involving a single lot with single-family residences as the primary structures: $200.00~~

~~(b) For all other residential and for commercial zoning amendments: $300.00~~

~~(2) Costs of professional services required for review of zoning amendment application: at cost of professional services invoiced to City of Newburgh.~~

~~(3) The applicant shall also be required to pay upon presentation the actual costs of publication and mailing of any and all notices required by any provision of this Code and other provisions of law.~~

~~(4) Public hearing: $150.00 plus cost of publication and transcription.~~

~~Professional service fees for rezoning applications, inspections, improvement districts, dedications and agreements.~~

~~(1) Legislative intent. The City Council of the City of Newburgh hereby finds and determines that in order to protect and safeguard the City of Newburgh, its residents and their property, with respect to certain land developments in the City, applications for zoning amendments and rezonings should conform to the City's Comprehensive Plan as it may be amended from time to time and be the subject of such environmental reviews as are required by law; landscaping installations and erosion and sediment control measures should be designed and installed in a competent and workmanlike manner and in conformity with approved plans and all applicable government codes, rules and regulations; and special improvement district extensions and establishments, outside use agreements and dedications and conveyances to the City should be made in a legally sufficient manner. In order to assure the foregoing, it is essential for the City to have competent professionals retained by the City to review and make recommendations regarding proposed zoning amendments and rezonings, plans and designs to the City Council and Planning Board, inspect landscaping and erosion and sediment control measures, negotiate and draft appropriate agreements with those persons installing or constructing or proposing to install or construct highway, utility, drainage or park improvements to be dedicated or connected to City facilities, obtain, review and approve deeds, easements, securities, insurances and other legal instruments to assure that the City obtains good and proper title and is otherwise adequately protected. The costs of retaining such competent professionals should ultimately be paid by those who seek to profit from such developments rather than from the City general or improvement district funds which are raised by assessments paid by the taxpayers of the City.~~

~~(2) Authority. This subsection is enacted under the authority of Subparagraphs a(12) and d(30) of Municipal Home Rule Law §§ 10(1)(ii) and 22. To the extent that General City Law §§ 83, 27-a, 32 and 33 do not authorize the City Council or City Planning Board to require the reimbursement to the City of professional expenses in connection with the review, inspection and approval of landscaping, erosion and sediment control measures for subdivisions and site plans, review and approval of districts and dedications and amendments to the Zoning Law, it is the express intent of the City Council to amend and supersede such statutes. More particularly, such statutes do not authorize the deferral or withholding of such approvals in the event that such expenses are not paid to the City. It is express intent of the City Council to change and supersede General City Law §§ 83, 27-a, 32 and 33 to empower the City to require such payments as a condition to such approvals.~~

~~(3) The applicant for approval of a zoning amendment or rezoning by the City Council shall reimburse the City for all reasonable and necessary professional expenses incurred by the City in connection with the review, preparation and consideration of such zoning amendment or rezoning and all environmental reviews in conjunction therewith.~~

~~(4) A person who installs landscaping or erosion and sediment control measures or constructs or proposes to construct highway, drainage, utility or park improvements within or in conjunction with an approved subdivision or site plan in the City shall reimburse the City for all reasonable and necessary expenses incurred by the City in connection with the inspection of the landscaping or erosion and sediment control measures and the acceptance by the City of said highway, drainage, utility or park improvements and the dedication of same to the City.~~

~~(5) Simultaneously with the filing of an application for a zoning amendment or rezoning, the applicant shall deposit with the City Comptroller an escrow to cover the costs being incurred by the City for all professional services incurred in the reviewing of such application.~~

~~(6) Prior to final approval of a subdivision or site plan, the applicant shall deposit an escrow to cover the costs being incurred by the City as described above.~~

~~(7) The initial deposits required to fund escrow accounts shall be established by the City Council by resolution, and the City Council may increase or decrease said amounts by resolution from time to time.~~

~~(8) Upon receipt of such sums, the City Comptroller shall cause such sums to be deposited in a non-interest-bearing account in the name of the City and shall keep a separate record of all such monies so deposited.~~

~~(9) Upon receipt and approval of itemized vouchers from a professional for services rendered on behalf of the City pertaining to a project, the City Manager shall cause such vouchers to be paid out of the monies so deposited and shall furnish copies of such vouchers to the depositor upon request following their submission to the City.~~

~~(10) All vouchers submitted by professional consultants shall be reviewed and audited by City officials in the same manner as all other charges. The City shall approve payment of only such fees as are reasonable in amount and are necessarily incurred by the City in connection with the review. A fee shall be considered reasonable in amount if it bears a reasonable relationship to fees prevailing in the surrounding geographical area for similar services in similar projects. In determining similarity of services and projects, the City may consider the size of the project and installations, the topography, soil conditions, drainage conditions, surface water conditions, other site constraints, the nature of the improvements to be installed or constructed, the nature of the planning, landscaping, engineering or legal issues arising in the factual context of the application. In determining whether the fees were necessarily incurred, the City may consider, in addition to the factors listed above, the nature of the materials provided by the applicant, the manner in which the service relates to the issues which must be decided by the City in reviewing the application, whether the service provided reasonably assists the City Council in performing a function required by law or regulation and such other factors as may be relevant in the factual context of the application. Records shall be maintained showing all amounts deposited, and all amounts paid from the escrow account and all bills and vouchers submitted by the City professional consultants. The applicant shall in no case be billed for more than the City has actually expended for consultant review fees, and review fees attributable to environmental reviews under the State Environmental Quality Review Act (SEQR) shall in no event exceed the maximum amounts to be charged pursuant to the SEQR regulations.~~

~~(11) Within 30 days of receiving any voucher for professional consultant fees, whether it has yet been paid or not, an applicant may file a written request to the City Council seeking review of the charges therein to determine whether such fees are reasonable in amount and are necessarily incurred by the City in connection with the review, under the standards set forth in this section.~~

~~(12) When the balance in such escrow account is reduced to 40% of the initial deposit, the applicant shall replenish the amount of the escrow account to the original amount or such reduced amount as the reviewing Council shall determine appropriate. If the applicant for a zoning amendment or rezoning fails to make the escrow deposit, or fails to promptly replenish the amount in the escrow account within 15 days of the City's request, professional reviews shall not begin or continue, as the case may be, until such time as the escrow account is funded or replenished. The reviewing Council may also consider an application abandoned if nonpayment of escrow fees continues for more than two months, and the reviewing Council may deny an application based upon such abandonment.~~

~~(13) In the event that any approval is granted and professional review fees remain to be paid, the reviewing Council shall not take any further administrative action in furtherance of the approval until sufficient provision is made for the payment of these fees. For example, no rezoning amendment at the request of the applicant shall be forwarded for filing with the Secretary of State until the City Comptroller has certified in writing to the City Clerk that all professional review fees actually incurred to date have been fully paid and/or reimbursed, and that sufficient escrow amounts remain to cover any professional review costs which will be incurred thereafter until the conclusion of the matter.~~

~~(14) Issuance of building permits and certificates of occupancy. No building permits or certificate of occupancy or use shall be issued unless all professional review fees charged in connection with the project have been paid and reimbursed.~~

~~(15) Any balance remaining in the escrow account shall be refunded within a reasonable time upon the applicant's request, upon completion of the project, or upon withdrawal of an application, after all fees already incurred by the City are first paid and deducted from the escrow account.~~

~~(16) In the event the applicant fails to reimburse to the City funds expended to consultants as provided herein, the City may seek recovery of billed and unpaid fees by bringing an action venued in a court of appropriate jurisdiction, and the applicant shall pay the City's reasonable attorney fees in prosecuting such action in addition to any judgment.~~

Section 2. This Ordinance shall take effect immediately.

LOCAL LAW NO.: 3 - 2015

OF

SEPTEMBER 14, 2015

A LOCAL LAW RESCINDING THE LANGUAGE CONTAINED IN CHAPTER 34, ARTICLE I OF THE CODE OF THE CITY OF NEWBURGH ENTITLED "CODE OF ETHICS" AND AMENDING CHAPTER 34 TO ENACT A NEW ARTICLE I ENTITLED "CODE OF ETHICS"

BE IT ENACTED, by the Council of the City of Newburgh, New York that the language contained in Chapter 34, Article I entitled "General Provisions" of the Code of Ordinances of the City of Newburgh be and is hereby repealed and that the same is hereby amended to read as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Rescinding the Language Contained in Chapter 34, Article I of the Code of the City of Newburgh Entitled 'Code of Ethics' and Enacting a New Chapter 34, Article I Entitled 'Code of Ethics'".

SECTION 2 - PURPOSE AND INTENT

WHEREAS, article 18 of the General Municipal Law prohibits the officers and employees of a municipality from having certain conflicts of interest; and

WHEREAS section 806 of the General Municipal Law requires the governing body of each county, city (other than the City of New York), town, village, school district and fire district to adopt a code of ethics that sets forth for the guidance of its officers and employees standards of conduct reasonably expected of them; and

WHEREAS section 806 of the General Municipal Law also authorizes the governing body of any other municipality to adopt such a code of ethics; and

WHEREAS, a code of ethics adopted by the governing body of a municipality must set forth standards of conduct for the guidance of the officers and employees of the municipality with respect to disclosure of interests in legislation before the local governing body, holding of investments in conflict with official duties, private employment in conflict with official duties, future employment, and such other standards as may be deemed advisable;

NOW, THEREFORE, be it resolved that the City Council of the City of Newburgh New York hereby adopts a code of ethics to read as follows:

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to replace Chapter 34 entitled "Code of Ethics", Article I entitled "General Provisions" to read as follows:

ARTICLE I. CODE OF ETHICS OF THE CITY OF NEWBURGH.

§ 34-1 Purpose.

Officers and employees of the City of Newburgh hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official powers and duties. The City of Newburgh recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This code of ethics establishes those standards.

§ 34-2 Definitions.

For purposes of this Chapter, the following words and phrases shall have the meaning described in this section:

BOARD – means the governing board of a municipality and any municipal administrative board (e.g. planning board, zoning of board of appeals), commission, or other agency or body comprised of two or more municipal officers or employees.

CODE – means this code of ethics.

INTEREST – means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers. A municipal officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or a member of his or her household, is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization's outstanding stock.

MUNICIPALITY – means City of Newburgh. The word "municipal" refers to the municipality.

MUNICIPAL OFFICER or EMPLOYEE – means a paid or unpaid officer or employee of the City of Newburgh, including, but not limited to, the members of any municipal board.

RELATIVE – means a spouse, parent, step-parent, sibling, step-sibling, sibling's spouse, child, step-child, uncle, aunt, nephew, niece, first cousin, or household member of a municipal officer or employee, and individuals having any of these relationships to the spouse of the officer or employee.

§ 34-3 Applicability.

This code of ethics applies to the officers and employees of the City of Newburgh, and shall supersede any prior municipal code of ethics. The provisions of this code of ethics shall apply in addition to all applicable State and local laws relating to conflicts of interest and ethics including, but not limited to, Article 18 of the General Municipal Law and all rules, regulations, policies and procedures of the City of Newburgh.

§ 34-4 Prohibition on use of municipal position for personal or private gain.

A. No municipal officer or employee shall use his or her municipal position or official powers and duties to secure a financial or material benefit for himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.
B. No municipal officer or employee shall direct or cause any officer or employee of the City to do or perform any service or work outside of public work or employment, or accept any such service or work, nor shall any such officer or employee offer to perform any such service or work for such officer or employee, including participation in an election campaign or contribution to a political committee.
C. No municipal officer or employee shall request of members of City Council, City staff or department heads that any individual receive preferential consideration in connection with provision of services or any appointment or, by his or her conduct, give reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by kinship, rank, position or influence of any party or person.

§ 34-4.1 Disclosure of interest in legislation and other matters.

A. Whenever a matter requiring the exercise of discretion comes before a municipal officer or employee, either individually or as a member of a board, and disposition of the matter could result in a direct or indirect financial or material benefit to himself or herself, a relative, or any private organization in which he or she is deemed to have an interest, the municipal officer or employee shall disclose in writing the nature of the interest.
B. The disclosure shall be made when the matter requiring disclosure first comes before the municipal officer or employee, or when the municipal officer or employee first acquires knowledge of the interest requiring disclosure, whichever is earlier.
C. In the case of a person serving in an elective office, the disclosure shall be filed with the governing board of the municipality. In all other cases, the disclosure shall be filed with the person's supervisor, or if the person does not have a supervisor, the disclosure shall be filed with the municipal officer, employee or board having the power to appoint to the person's position. In addition, in the case of a person serving on a municipal board, a copy of the disclosure shall be filed with the board. Any disclosure made to a board shall be made publicly at a meeting of the board and must be included in the minutes of the meeting.

§ 34-4.2 Recusal and abstention.

A. No municipal officer or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting on it, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.

B. In the event that this section prohibits a municipal officer or employee from exercising or performing a power or duty:

1. if the power or duty is vested in a municipal officer as a member of a board, then the power or duty shall be exercised or performed by the other members of the board; or

2. if the power or duty that is vested in a municipal officer individually, then the power or duty shall be exercised or performed by his or her deputy or, if the officer does not have a deputy, the power or duty shall be performed by another person to whom the officer may lawfully delegate the function.

3. if the power or duty is vested in a municipal employee, he or she must refer the matter to his or her immediate supervisor, and the immediate supervisor shall designate another person to exercise or perform the power or duty.

§ 34-4.3 Prohibition inapplicable; disclosure, recusal and abstention not required.

A. This code's prohibition on use of a municipal position (section 34-4), disclosure requirements (section 34-4.1), and requirements relating to recusal and abstention (section 34-4.2), shall not apply with respect to the following matters:

1. adoption of the municipality's annual budget;

2. any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:

(i) all municipal officers or employees;

(ii) all residents or taxpayers of the municipality or an area of the municipality; or

(iii) the general public; or

3. any matter that does not require the exercise of discretion.

B. Recusal and abstention shall not be required with respect to any matter:

1. which comes before a board when a majority of the board's total membership would otherwise be prohibited from acting by section 34-4.2 of this code;

2. which comes before a municipal officer when the officer would be prohibited from acting by section 34-4.2 of this code and the matter cannot be lawfully delegated to another person.

§ 34-4.4 Investments in conflict with official duties.

A. No municipal officer or employee may acquire the following investments:

1. investments that can be reasonably expected to require more than sporadic recusal and abstention under section 34-4.2 of this code; or
2. investments that would otherwise impair the person's independence of judgment in the exercise or performance of his or her official powers and duties.

B. This section does not prohibit a municipal officer or employee from acquiring any other investments or the following assets:

1. real property located within the municipality and used as his or her personal residence;
2. less than five percent of the stock of a publicly traded corporation; or
3. bonds or notes issued by the municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

§ 34-4.5 Private employment in conflict with official duties.

No municipal officer or employee, during his or her tenure as a municipal officer or employee, may engage in any private employment, including the rendition of any business, commercial, professional or other types of services, when the employment:

a. can be reasonably expected to require more than sporadic recusal and abstention pursuant to section 34-4.2 of this code;
b. can be reasonably expected to require disclosure or use of confidential information gained by reason of serving as a municipal officer or employee;
c. violates section 805-a(1)(c) or (d) of the General Municipal Law; or
d. requires representation of a person or organization other than the municipality in connection with litigation, negotiations or any other matter to which the municipality is a party.

§ 34-4.6 Future employment.

A. No municipal officer or employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the municipal officer or employee, either individually or as a member of a board, while the matter is pending or within the 30 days following final disposition of the matter.
B. No municipal officer or employee, for the two-year period after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the municipal office, board, department or comparable organizational unit for which he or she serves.

C. No municipal officer or employee, at any time after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which he or she personally and substantially participated while serving as a municipal officer or employee.

§ 34-4.7 Personal representations and claims permitted.

This code shall not be construed as prohibiting a municipal officer or employee from:

a. representing himself or herself, or his or her spouse or minor children before the municipality; or
b. asserting a claim against the municipality on his or her own behalf, or on behalf of his or her spouse or minor children.

§ 34-4.8 Use of municipal resources.

A. Municipal resources shall be used for lawful municipal purposes. Municipal resources include, but are not limited to, municipal personnel, and the municipality's money, vehicles, equipment, materials, supplies or other property.
B. No municipal officer or employee may use or permit the use of municipal resources for personal or private purposes, but this provision shall not be construed as prohibiting:
   1. any use of municipal resources authorized by law or municipal policy;
   2. the use of municipal resources for personal or private purposes when provided to a municipal officer or employee as part of his or her compensation; or
   3. the occasional and incidental use during the business day of municipal telephones and computers for necessary personal matters such as family care and changes in work schedule.
C. No municipal officer or employee shall cause the municipality to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel.

§ 34-4.9 Interests in Contracts.

A. No municipal officer or employee may have an interest in a contract that is prohibited by section 801 of the General Municipal Law.
B. Every municipal officer and employee shall disclose interests in contracts with the municipality at the time and in the manner required by section 803 of the General Municipal Law.

§ 34-4.10 Nepotism.

Except as otherwise required by law:

a. No municipal officer or employee, either individually or as a member of a board, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a relative for any position at, for or within the municipality or a municipal board.
b. No municipal officer or employee may supervise a relative in the performance of the relative's official powers or duties.

§ 34-4.11 Political Solicitations.

A. No municipal officer or employee shall directly or indirectly compel or induce a subordinate municipal officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.
B. No municipal officer or employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any municipal officer or employee, or an applicant for a position as a municipal officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

§ 34-4.12 Confidential Information.

No municipal officer or employee who acquires confidential information in the course of exercising or performing his or her official powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers and duties.

§ 34-4.13 Gifts.

A. No municipal officer or employee shall directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could be reasonably inferred that the gift was intended to influence him or her, or could reasonably be expected to influence him or her, in the performance of his or her official duties or was intended as a reward for any official action on his or her part.

B. 1. A gift to a municipal officer or employee is presumed to be intended to influence the exercise or performance of his or her official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.
2. A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained municipal action involving the exercise of discretion by or with the participation of the officer or employee during the preceding twelve months.

C. This section does not prohibit any other gift, including:
   1. gifts made to the municipality;
   2. gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift;
   3. gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary;
   4. unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;
   5. awards and plaques having a value of seventy-five dollars or less which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community; or
   6. meals and refreshments provided when a municipal officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

§ 34-5 Board of Ethics.

A. There is hereby established a board of ethics for the municipality. The board of ethics shall consist of five members, a majority of whom shall not be officers or employees of the municipality, but at least one of whom must be a municipal officer or employee. The members of such board of ethics shall be appointed by the City Council of the City of Newburgh.

B. The board of ethics, as constituted at the time of the enactment of this chapter, shall continue in existence. The term of office of each member shall be five years, and the term shall continue until a successor shall be appointed. If a vacancy shall occur other than by expiration of the term, it shall be filled in the same manner as the predecessor appointment to complete the unexpired term.

C. A chairperson of the board of ethics shall be selected by a majority vote of the members of the board of ethics.

D. The board of ethics shall serve at the pleasure of the City Council. The body shall receive no salary or compensation for their services as members of the board of ethics.

E. No member shall hold the office of Chair, First Vice Chair, Second Vice Chair, Secretary or Treasurer, or Sergeant at Arms in a federal, state or Orange County political party. No more than four members shall be of the same enrolled political party affiliation at the time of their appointment.

F. Powers and duties of the board of ethics. The board of ethics shall have the following powers and duties:

1. The board of ethics shall render advisory opinions to the officers and employees of the City of Newburgh with respect to article 18 of the General Municipal Law and this code. Such advisory opinions must be rendered pursuant to the written request of any member of the general public, any officer or employee of the City of Newburgh or any member of the board of ethics in accordance with the following procedures:
    a. the complaint must be submitted on a form as prescribed by the board of ethics which shall be available at the Office of the City Clerk and on the City of Newburgh website. The board of ethics shall not consider any complaint form which is incomplete;
    b. the complaint must be signed by the complainant and include a current, valid address of the complainant;
    c. the complaint shall be mailed to the board of ethics or to Newburgh City Hall, or submitted to the Office of the City Clerk, for filing with the board of ethics;
    d. written receipt of complaints shall be acknowledged within sixty days of receipt of the complaint;
    e. all complaints shall be kept in the confidential records of the board of ethics;
    f. no meeting or proceeding or hearing of the board of ethics concerning a possible violation of this chapter shall be open to the public, except upon the written request of the officer of the city or employee, or as required by the provisions of article 7 of the Public Officers Law or by some other state or federal law or regulation;
    g. the board of ethics shall render an advisory opinion on all complaints;
    h. should the board of ethics determine there appears to be merit or probable cause in the complaint, it shall send a written invitation to the officer or employee in question to appear at a private meeting of the board to explain the issue in dispute. The invitation shall contain a statement of the facts upon which the board of ethics has relied for its determination of probable cause and a statement of the provisions of law allegedly violated. Such city officer or employee shall have a reasonable time to respond either orally or in writing and shall have the right to be represented by counsel or any other person;
    i. if, after consideration of the response of the officer or employee, the board of ethics determines that there remains probable cause to believe that a violation has occurred, the board of ethics shall hold or direct a hearing to be held on the record to determine whether such violation has occurred or refer the matter to the appropriate department or appointing authority if the city officer or employee is subject to the jurisdiction of any state law or collective bargaining agreement which provides for conduct of disciplinary proceedings. When such matter is referred to such department or appointing authority, the department or appointing authority shall consult with the board before issuing a final decision;
    j. if the board of ethics determines, after a hearing or the opportunity for a hearing, that a city officer or employee has violated this local law, it shall, after

consultation with the head of the department or appointing authority for the officer or employee, issue an advisory opinion recommending such penalties as provided for by this local law as it deems appropriate to the head of the department or appointing authority. The advisory opinion shall include findings of fact and conclusions of law. When a penalty is recommended, the head of the department or the appointing authority shall report to the board of ethics what action was taken;

k. the findings, conclusions, advisory opinions and recommendations of the board of ethics shall be made public if it is determined that the person who was the subject of the hearing knowingly violated this local law or that it is unreasonable that such person did not know of such violation;

l. the board of ethics shall maintain an index of all persons found to be in violation of this local law by name, office and date of order. The index and the determination of probable cause and orders in such cases shall be made available for public inspection and copying;

m. nothing contained in this section shall prohibit the appointing authority of a city officer or employee from terminating or otherwise disciplining such city officer or employee, where such appointing authority is otherwise authorized to do so; provided, however, that such an action by the appointing officer shall not preclude the board from exercising its powers and duties under this local law with respect to actions of any city officer or employee.

2. The board of ethics shall have the advice of legal counsel employed by the board, or if none, the municipality's legal counsel.
3. The board of ethics may make recommendations with respect to the drafting and adoption of a code of ethics, or amendments thereto, upon the request of the City of Newburgh.
4. The board of ethics may accept from the general public or any of its own members or any City officer or employee a complaint or allegation of a violation of this Chapter by a City officer or employee.
5. The board of ethics shall have the power to issue subpoenas and require the appearances of witnesses to testify under oath and to require the production of books and records and other physical evidence; and following which and as part thereof, make recommendations to the City Council, City Manager, Corporation Counsel and/or other appropriate public officer or agency as to such further action, discipline or other measures as the Board deems fitting and proper.
6. The board of ethics shall receive and serve as the reviewing agency of all annual letters of disclosure filed by such City officers, officials and employees as are required to do so by this chapter. Following the review of such and any further action or investigation arising therefrom, the board of ethics shall then convey all such original annual letters of disclosure to the City Clerk whose office shall be the official repository thereof.

7. The board of ethics shall receive and approve for good cause shown or reasonably deny any application for an extension of time to file the annual letter of disclosure required by this chapter. Such approval or denial shall be based upon a full and fair consideration of the application and the relevant facts and circumstances. The board of ethics shall provide such applicant with the written decision of the board of ethics and the basis thereof.

§ 34-6 Posting and distribution.

A. The City of Newburgh City Manager must promptly cause a copy of this code, and a copy of any amendment to this code, to be posted publicly and conspicuously in each building under the municipality's control. The code must be posted within ten days following the date on which the code takes effect. An amendment to the code must be posted within ten days following the date on which the amendment takes effect.
B. The City Manager must promptly cause a copy of this code, including any amendments to the code, to be distributed to every person who is or becomes an officer and employee of the City of Newburgh.
C. Every municipal officer or employee who receives a copy of this code or an amendment to the code must acknowledge such receipt in writing. Such acknowledgments must be filed with the City Clerk who must maintain such acknowledgments as a public record.
D. The failure to post this code or an amendment to the code does not affect either the applicability or enforceability of the code or the amendment. The failure of a municipal officer or employee to receive a copy of this code of ethics or an amendment to the code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the code or amendment to the code.

§ 34-7 Enforcement.

Any municipal officer or employee who violates this code may be censured, fined, suspended or removed from office or employment in the manner provided by law.

§ 34-8 Severability.

If any clause, sentence, paragraph, section or part of this Article shall be adjudged by any court of competent jurisdiction to be invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 4 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 5 - EFFECTIVE DATE

This Local Law and shall be effective upon its filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.