



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 7, 2016
6:00 PM

Engineering/Ingeniería

1. MLK Blvd & Colden Street Traffic Signal Change Order
2. Water Tank Rehabilitation and Reconstruction Project Funding Increase

Planning and Economic Development/Planificación y Desarrollo Económico

3. Purchase of 15 Liberty Street

A resolution to authorize the conveyance of real property known as 15 Liberty Street (Section 45, Block 5, Lot 15) at private sale to John Bonhomme, Jr. and John Bonhomme, Sr. for the amount of \$28,000. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 15 de la calle Liberty (Sección 45 Bloque 5, Lote 15) en una venta privada a John Bonhomme, Jr. Y John Bonhomme, Sr. por la cantidad de \$28,000. (Deirdre Glenn)

4. Purchase of 246 First Street

A resolution to authorize the conveyance of real property known as 246 First Street (Section 22, Block 5, Lot 26) at private sale to Liban Adde for the amount of \$14,978. (Deirdre Glenn)

5. TD Bank Non-Profit Training Resource Fund

A resolution of the City Council of the City of Newburgh authorizing the City Manager to apply for and accept if awarded a TD Bank Non-Profit Training Resource Fund Grant in the amount of \$1,000.00 to cover the registration fee for participation in the Hudson Valley Pattern for Progress 2016 Community Builders Program. (Deirdre Glenn)

6. Purchase of 205 Broadway

A resolution to authorize the conveyance of real property known as 205 Broadway (Section 35, Block 2, Lot 19) at private sale to Wei Lou for the amount of \$45,000. (Deirdre Glenn)

7. Purchase of 87 Carson Avenue

A resolution to authorize the conveyance of real property known as 87 Carson Avenue (Section 45, Block 8, Lot 10) at private sale to Daniel Green for the

amount of \$6,700.00. (Deirdre Glenn)

8. Purchase of 86 Carson Avenue

A resolution to authorize the conveyance of real property known as 86 Carson Avenue (Section 45, Block 12, Lot 19) at private sale to Daniel Green for the amount of \$6,700.00. (Deirdre Glenn)

9. Purchase of 232 South William Street

A resolution to authorize the conveyance of real property known as 232 South William Street (Section 28, Block 4, Lot 54) at private sale to Virgilia Sagastume for the amount of \$15,000. (Deirdre Glenn)

10. Transfer of Funds to Cover Outstanding Contract with Landmark Archaeology for Broadway Street School

Resolution amending Resolution No: 300-2015, the 2016 budget for the City of Newburgh, New York to transfer \$22,613.14 from General Fund Contingency to Planning and Development – other services to complete the post-field report for the Broadway School/Courthouse Project. (Deirdre Glenn & John Aber)

11. Purchase of 285 Grand St, 285 Grand St Rear & 283 Grand St Rear

A resolution to authorize the conveyance of real property known as 285 Grand street (Section 10, Block 1, Lot 10), 285 Grand Street rear (Section 10, Block 1, Lot 11) and 283 Grand street rear (Section 10, Block 1, Lot 13) at private sale to Michael Lebron D/B/A Dwellstead for the amount of \$3,000.00. (Deirdre Glenn)

12. Purchase of 194 Dubois Street

A resolution to authorize the conveyance of real property known as 194 Dubois Street (Section 11, Block 1, Lot 27) at private sale to Jawara Herring for the amount of \$500.00. (Deirdre Glenn)

13. A Resolution Renewing Resolution 183-2007

14. Purchase of 37 Hasbrouck Street

A resolution to authorize the conveyance of real property known as 37 Hasbrouck Street (Section 38, Block 4, Lot 17) at private sale to Michael Connors and Suzanne Timmer D/B/A Balanced Builders, Inc. for the amount of \$20,000. (Deirdre Glenn)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

15. Application FEMA AFG FY2015 Training Equipment

A resolution authorizing the City Manager to apply for and accept if awarded a grant available under the fiscal year 2015 FEMA assistance to firefighters grant program to provide support for the purchase of training equipment for the City of Newburgh Fire Department. (Chief Michael Vatter)

Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una beca disponible bajo la ayuda de FEMA para el programa de becas de Bomberos en el año fiscal 2015 que proveerá apoyo en la

compra de equipo de entrenamiento para el Departamento de Bomberos de la Ciudad de Newburgh.

Discussion Items/Temas de Discusión

16. Resolution to Request Reform of NYS Public Education Funding

A Resolution of the City Council of the City of Newburgh to Request the Reform of New York State Public Education Funding. (Michelle Kelson)

17. 2016 Council Rules & Order of Procedure

A resolution adopting rules of order and procedure for the Council of the City of Newburgh for the year 2016. (Michelle Kelson)

Una resolución adoptando las reglas de orden y procedimiento por el Concejal de la Ciudad de Newburgh para el año 2016.

18. Towing of Vehicles

Agenda Item 1.

MLK Blvd & Colden Street Traffic Signal Change Order

ATTACHMENTS:

Description	Upload Date	Type
Traffic Signal Change Order#1	12/30/2015	Cover Memo

From: Michael Hurtt

LETTER OF TRANSMITTAL

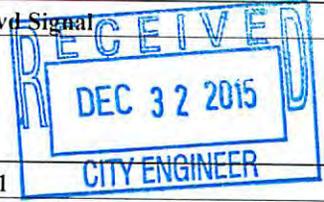


Date: 12/22/15

14 digit CHA project #: 26876

3 Winners Circle
Albany, NY 12205

Project Name: MLK Blvd Signal



Client Project No.:

RE: Change Order No. 1

To: City of Newburgh

83 Broadway

Newburgh, NY 12550

Attention: Jason Morris

We Are Transmitting to You:

Under Separate Cover VIA _____ Attached

- Plans Approval of Subcontractor Copy of Letter
- Specifications Order on Contract Photographs
- Report Original Drawings Proposal
- Form _____ Other Change Order No. 1

Number of Copies	DWG./Revision Date	Drawing Number	Description
4	12/14/15		Change Order No. 1

These are Transmitted as Noted Below:

- For Approval Approved as Submitted Resubmit _____ Copies for Approval
- For Information Approved as Noted Resubmit _____ Copies for Distribution
- For Action For Corrections Return _____ Corrected Prints
- As Requested For Review and Comments _____

Remarks:

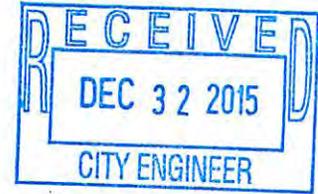
Jason...please sign all 4 copies and return 3 to my attention (or I can pick up when I meet with you on the 29th. Thank you

Copies To

(Signature)

By: Michael Hurtt

Note: If Enclosures are not as noted, please notify us at once.



December 14, 2015

Mr. Ray Pantel
Ray S. Pantel, Inc.
71-73 Wisner Avenue
Middletown, NY 10940

**RE: Rev. Dr. Martin Luther King Jr. Boulevard & Colden Street/
4th Street Traffic Signal Installation - City of Newburgh, Orange County
CHA File: 26876**

CHANGE ORDER No. 1

Dear Mr. Pantel:

This Change Order Letter is issued to adjust the Contract Value for the subject project based on work items not used in this contract.

Original Contract Value:	\$298,500.00
Items to be removed:	
Item 18 – Striping	(\$5,000.00)
Item 19 – Allowance	(\$30,000.00)
Adjusted Contract Value:	\$263,500.00

Please sign where indicated to confirm your agreement with this contract value change and return to my attention to be processed by the City.



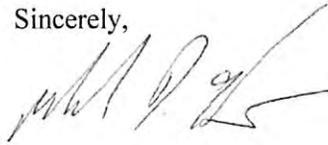
Ray Pantel, Pantel Electric

Jason Morris, City Engineer

It is anticipated that at the end of the 30-day period for successful traffic signal operation (on or about January 8, 2016), and following verification that all punch list items have been addressed to the satisfaction of the City, a final payment application can be submitted and processed with the City.

Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Hurtt". The signature is fluid and cursive, with a prominent initial "M" and a long, sweeping underline.

Michael D. Hurtt, P.E.
Manager, Construction Engineering Services

MDH/

Cc: Jason Morris (City of Newburgh)

Lee Ecker, CHA

V:\Projects\ANY\K3\26876\Corres\26876L10 Change Order 1.doc

Agenda Item 2.

Water Tank Rehabilitation and Reconstruction Project Funding Increase

ATTACHMENTS:

Description	Upload Date	Type
Water Tank Project Budget Summary	12/30/2015	Cover Memo

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 15 LIBERTY STREET (SECTION 45, BLOCK 5, LOT 15) AT
PRIVATE SALE TO JOHN BONHOMME, JR. AND JOHN BONHOMME, SR.
FOR THE AMOUNT OF \$28,000**

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 15 Liberty Street, being more accurately described as Section 45, Block 5, Lot 15, 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, 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, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
15 Liberty Street	45 – 5 – 15	John Bonhomme, Jr. John Bonhomme, Sr.	\$25,000.00

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

Terms and Conditions Sale

15 Liberty Street, City of Newburgh (45-5-15)

STANDARD TERMS:

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

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

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. **The City is not required to send notice of acceptance or any other notice to a purchaser.*** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

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

Agenda Item 4.

Purchase of 246 First Street

A resolution to authorize the conveyance of real property known as 246 First Street (Section 22, Block 5, Lot 26) at private sale to Liban Adde for the amount of \$14,978. (Deirdre Glenn)

Additional Information:

Purchaser: Liban Adde

Property Address: 246 First Street

S-B-L: 22-5-26

Purchase Price: \$14,978

Standard Terms: 18 months, 2015-16 School taxes, No County/City tax bill should be generated.

ATTACHMENTS:

Description	Upload Date	Type
Res & Terms of Sale 246 First Street	12/30/2015	Resolution Letter
PODA (Purchase Application)	12/23/2015	Backup Material
Purchase Proposal Summary	12/23/2015	Backup Material

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 246 FIRST STREET (SECTION 22, BLOCK 5, LOT 26)
AT PRIVATE SALE TO LIBAN ADDE FOR THE AMOUNT OF \$14,978**

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 246 First Street, being more accurately described as Section 22, Block 5, 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
246 First Street	22 – 5 – 26	Liban Adde	\$14,978.00

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

246 First Street, City of Newburgh (22-5-26)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing 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 6 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 is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel 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 April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least 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 purchaser 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.

Agenda Item 5.

TD Bank Non-Profit Training Resource Fund

A resolution of the City Council of the City of Newburgh authorizing the City Manager to apply for and accept if awarded a TD Bank Non-Profit Training Resource Fund Grant in the amount of \$1,000.00 to cover the registration fee for participation in the Hudson Valley Pattern for Progress 2016 Community Builders Program. (Deirdre Glenn)

Additional Information:

To apply for and accept if awarded TD Bank Non-Profit Training Resource Fund for \$1000.

Alexandra Church has been accepted into Pattern for Progress's 2016 Community Builders Program.

Hudson Valley Pattern for Progress has requested that applicants apply for TD Bank Non-Profit Training Resource Fund for \$1000 to cover expenses.

No match is required.

Pattern for Progress will not require any fees if the TD Bank Non-Profit Training Resource Fund money is not awarded.

ATTACHMENTS:

Description	Upload Date	Type
Resolution to apply for and accept TD Bank Non-Profit Training Resource Grant	12/29/2015	Resolution Letter

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF
AWARDED A TD BANK NON-PROFIT TRAINING RESOURCE FUND GRANT
IN THE AMOUNT OF \$1,000.00 TO COVER THE REGISTRATION FEE FOR
PARTICIPATION IN THE HUDSON VALLEY PATTERN FOR PROGRESS
2016 COMMUNITY BUILDERS PROGRAM**

WHEREAS, City Planner Alexandra Church has been accepted into the Hudson Valley Pattern for Progress 2016 Community Builders Program (the “Program”); and

WHEREAS, the Program requires a registration fee of \$1,000.00 and a grant from TD Bank Non-Profit Training Resource Fund can be applied to the Program entrance fee; and

WHEREAS, the TD Bank Non-Profit Training Resource Fund grant requires no City match; and

WHEREAS, this Council has determined that applying for such grant to cover the registration fee for the Program is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby authorizes the City Manager to apply for and accept if awarded a TD Bank Non-Profit Training Resource Fund grant in the amount of \$1,000.00 to cover the registration fee to participate in the Hudson Valley Pattern for Progress 2016 Community Builders Program; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any documents and to take appropriate action to effectuate the purposes of the grant and the program funded thereby.

Agenda Item 6.

Purchase of 205 Broadway

A resolution to authorize the conveyance of real property known as 205 Broadway (Section 35, Block 2, Lot 19) at private sale to Wei Lou for the amount of \$45,000. (Deirdre Glenn)

Additional Information:

Purchaser: Wei Luo

Property Address: 205 Broadway

S-B-L: 35-2-19

Purchase Price: \$45,000

Standard Terms: 18 months, 2015-16 School Taxes, No County/City tax bill should be generated.

ATTACHMENTS:

Description	Upload Date	Type
Res.& Terms for 205 Broadway	12/31/2015	Cover Memo
PODA (Purchase	12/23/2015	Backup Material
Property Summary Proposal	12/23/2015	Backup Material

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 205 BROADWAY (SECTION 35, BLOCK 2, LOT 19)
AT PRIVATE SALE TO WEI LOU FOR THE AMOUNT OF \$45,000**

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 205 Broadway, being more accurately described as Section 35, Block 2, Lot 19, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
205 Broadway	35 - 2 - 19	Wei Lou	\$45,000.00

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

205 Broadway, City of Newburgh (35-2-19)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing 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 6 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. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

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

Agenda Item 7.

Purchase of 87 Carson Avenue

A resolution to authorize the conveyance of real property known as 87 Carson Avenue (Section 45, Block 8, Lot 10) at private sale to Daniel Green for the amount of \$6,700.00. (Deirdre Glenn)

Additional Information:

Purchaser: Daniel Green

Property Address: 87 Carson Avenue

S-B-L: 45-8-10

Purchase Price: \$6,700

Standard Terms: 18 months, 2015-16 School taxes, 2016 County/City tax (tax bill should be generated for 2016)

ATTACHMENTS:

Description	Upload Date	Type
Res & Terms of Sale 87 Carson Ave	12/30/2015	Resolution Letter
PODA (Purchase Application)	12/24/2015	Backup Material
Purchase Proposal Summary	12/24/2015	Backup Material

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 87 CARSON AVENUE (SECTION 45, BLOCK 8, LOT 10)
AT PRIVATE SALE TO DANIEL GREEN FOR THE AMOUNT OF \$6,700.00**

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 86 Carson Avenue, being more accurately described as Section 45, Block 8, Lot 10, 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
87 Carson Avenue	45 – 8 – 10	Daniel Green	\$6,700.00

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

87 Carson Avenue, City of Newburgh (45-8-10)

STANDARD TERMS:

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

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

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

Agenda Item 8.

Purchase of 86 Carson Avenue

A resolution to authorize the conveyance of real property known as 86 Carson Avenue (Section 45, Block 12, Lot 19) at private sale to Daniel Green for the amount of \$6,700.00. (Deirdre Glenn)

Additional Information:

Purchaser: Daniel Green

Property Address: 86 Carson Avenue

S-B-L: 45-12-19

Purchase Price: \$6,700

Standard Terms: 18 months, 2015-16 School taxes, 2016 County/City should not be generated because City of Newburgh acquired property in 2/2015.

ATTACHMENTS:

Description	Upload Date	Type
Res & Terms of Sale 86 Carson Ave	12/30/2015	Resolution Letter
PODA (Purchase Application)	12/24/2015	Backup Material
Purchase Proposal Summary	12/24/2015	Backup Material

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 86 CARSON AVENUE (SECTION 45, BLOCK 12, LOT 19)
AT PRIVATE SALE TO DANIEL GREEN FOR THE AMOUNT OF \$6,700.00**

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 86 Carson Avenue, being more accurately described as Section 45, Block 12, Lot 19, 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
86 Carson Avenue	45 – 12 – 19	Daniel Green	\$6,700.00

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

86 Carson Avenue, City of Newburgh (45-12-19)

STANDARD TERMS:

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

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

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. **The City is not required to send notice of acceptance or any other notice to a purchaser.*** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

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

Agenda Item 9.

Purchase of 232 South William Street

A resolution to authorize the conveyance of real property known as 232 South William Street (Section 28, Block 4, Lot 54) at private sale to Virgilia Sagastume for the amount of \$15,000. (Deirdre Glenn)

Additional Information:

Purchaser: Virgilia Sagastume

Property Address: 232 South William Street

S-B-L: 38-4-54

Purchase Price: \$15,000

Standard Terms: 18 months; Owner Occupant Provision; 2015-16 School taxes; No 2016 County/City tax bill should be generated.

ATTACHMENTS:

Description	Upload Date	Type
Res. & Terms 232 S. William St.	12/31/2015	Cover Memo
PODA (Purchase Application)	12/24/2015	Backup Material
Purchase Proposal Summary	12/24/2015	Backup Material

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 232 SOUTH WILLIAM STREET
(SECTION 38, BLOCK 4, LOT 54) AT PRIVATE SALE
TO VIRGILIA SAGASTUME FOR THE AMOUNT OF \$15,000**

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 246 First Street, being more accurately described as Section 28, Block 4, Lot 54, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
232 South William Street	38 - 4 - 54	Virgilia Sagastume	\$15,000.00

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

232 South William Street, City of Newburgh (38-4-54)

STANDARD TERMS:

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

purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. 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.
10. 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.
11. 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.
12. 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 April 11, 2016. *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.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. 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.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, 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.**

16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh 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.
18. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
19. 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.

Agenda Item 10.

Transfer of Funds to Cover Outstanding Contract with Landmark Archaeology for Broadway Street School

Resolution amending Resolution No: 300-2015, the 2016 budget for the City of Newburgh, New York to transfer \$22,613.14 from General Fund Contingency to Planning and Development – other services to complete the post-field report for the Broadway School/Courthouse Project. (Deirdre Glenn & John Aber)

Additional Information:

To shift \$22,613.14 from contingency to cover the remaining balance on the contract with Landmark Archaeology for work related to the Broadway School/ Courthouse archaeological and anthropological work.

Human remains were found during the investigative stages of this project, the site was found to be a burial ground c. 1800, therefore requiring a the State Historic Preservation Officer (SHPO) to develop a plan to analyze the remains and other material on the site.

The study has been completed, including analysis by a subconsultant anthropologist, however the final report has not been written, and the anthropologist's findings have not been corroborated with the archaeologist's findings. The remains cannot be returned for reinterment until SHPO has this report.

The City has a contract with Landmark Archaeology for \$75,375.80 authorized by Resolution 43-2009, quoted below.

The City has paid \$52,762.66, and therefore \$22,613.14 remains on the contract.

The consultant has provided a scope of services to complete the report and submit this report to SHPO, for the remaining \$22,613.14.

Half (\$11,306.57) would be required upfront as retainer and has been billed (11/30/15). The remaining \$11,306.57 would be paid 1/2 upon completion of the draft, and 1/2 upon completion of the final report.

The previous \$52,762.66 was paid from the 2009 BAN and no monies remain there. Therefore money must be shifted from Contingency.

"Whereas, the City of Newburgh has undertaken the construction of a new courthouse facility at the Broadway School site at Broadway and Robinson Avenue; and

Whereas, the City of Newburgh has retained the professional services of Landmark Archaeology, Inc., a qualified archaeological firm to properly and capably conduct on-site investigation, do ground surveys and studies, conduct scientific research, screen excavated soils, employ appropriate technology, prepare reports and make recommendations and provide other related professional services, and it is now necessary and appropriate to authorize an agreement in order to complete the post field work;"

ATTACHMENTS:

Description	Upload Date	Type
Resolution Transfer Funds to Cover Final Report Landmark Archeology	12/31/2015	Resolution Letter
Authorizing Resolution	12/28/2015	Backup Material
Retainer Invoice	12/28/2015	Backup Material
Report Outline	12/28/2015	Backup Material

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**RESOLUTION AMENDING RESOLUTION NO: 300-2015,
THE 2016 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$22,613.14 FROM GENERAL FUND CONTINGENCY TO
PLANNING AND DEVELOPMENT – OTHER SERVICES TO COMPLETE
THE POST-FIELD REPORT FOR THE BROADWAY
SCHOOL/COURTHOUSE PROJECT**

WHEREAS, by Resolution No. 43 of April 6, 2009, the City Council of the City of Newburgh authorized a contract with Landmark Archeology, Inc. to provide post-field archeological services for the Broadway School/Courthouse Project in the amount of \$75,375.80; and

WHEREAS, the study for the Project is complete but a post-field report is required to be completed and submitted to the NYS Office of Parks and Historic Preservation; and

WHEREAS, the amount of \$52,762, 66 was paid from the 2009 BAN and no monies remain and the remaining \$22,612.13 for the post-field report must come from the General Fund Contingency; and

WHEREAS, a transfer of funds from General Fund Contingency to Planning and Development – Other Services is required to complete the payment to the vendor and for the final post-field report; and

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh and its further development to complete the Project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 300-2015, the 2016 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$22,612.13	
A.8684.0448 Planning & Development Other Services		<u>\$22,613.13</u>
TOTALS:	\$22,612.13	\$22,613.13

RESOLUTION NO.: 43-2009

OF

APRIL 6, 2009

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH LANDMARK ARCHEOLOGY
INC.**

**TO PROVIDE POST FIELD ARCHAEOLOGY SERVICES
WITH RESPECT TO THE BURYING GROUND AT THE BROADWAY
SCHOOL SITE
FOR A LUMP SUM COST OF \$75,730.00**

WHEREAS, the City of Newburgh has undertaken the construction of a new courthouse facility at the Broadway School site at Broadway and Robinson Avenue; and

WHEREAS, said site is the location of a burying ground which received the remains of citizens and residents of the City of Newburgh in the 19th Century, including particularly African-Americans and people of color; and

WHEREAS, City of Newburgh has retained the professional services of Landmark Archeology, Inc., a qualified archeological firm to properly and capably conduct on-site investigation, do ground surveys and studies, conduct scientific research, screen excavated soils, employ appropriate technology, prepare reports and make recommendations and provide other related professional services, and it is now necessary and appropriate to authorize an agreement in order to complete the post field work;

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 Landmark Archeology, Inc., to provide post field archaeology services for a lump sum cost of \$75,730.00.

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

Ayes- Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilwoman Dickinson, Mayor Valentine- 5

ADOPTED

LANDMARK ARCHAEOLOGY, INC.

6242 Hawes Road

Altamont, New York 12009

INVOICE

To:
City of Newburgh
83 Broadway
Newburgh, New York 12550

Date	Invoice No.
30-Nov-15	2015-1

Job:
Resolution No. 43-2009 Broadway School/Courthouse
Orange County, New York

Dates	Description of Work	Contract Value	This invoice	Previously rec'd	%	Balance
11/30/2015	Postfield Report Retainer	\$ 75,375.80	\$ 11,306.57	\$ 52,762.66		\$ 11,306.57
	TOTAL	\$ 75,375.80	\$ 11,306.57	\$ 52,762.66	85%	\$ 11,306.57

INVOICE 2015-1 TOTAL \$ 11,306.57

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APPENDIX E: New York State Archeological Site Inventory Forms

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Agenda Item 11.

Purchase of 285 Grand St, 285 Grand St Rear & 283 Grand St Rear

A resolution to authorize the conveyance of real property known as 285 Grand street (Section 10, Block 1, Lot 10), 285 Grand Street rear (Section 10, Block 1, Lot 11) and 283 Grand street rear (Section 10, Block 1, Lot 13) at private sale to Michael Lebron D/B/A Dwellstead for the amount of \$3,000.00. (Deirdre Glenn)

Additional Information:

Purchaser: Michael Lebron (Dwellstead Inc.)

Property Addresses: 285 Grand St, 285 Grand St Rear & 283 Grand St Rear

S-B-L: 10-1-10, 10-1-11, 10-1-13

Purchase Price: \$3,000

Standard Terms apply. These are three vacant lots being sold together. 2015-16 School Taxes, 2016 County/City Taxes.

ATTACHMENTS:

Description	Upload Date	Type
Res & Terms of Sale 285 Grand 285 Grand rear & 283 Grand rear	12/31/2015	Resolution Letter
PODA (Purchase Application)	12/28/2015	Backup Material
Purchase Proposal Summary	12/28/2015	Backup Material

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 285 GRAND STREET (SECTION 10, BLOCK 1, LOT 10),
285 GRAND STREET REAR (SECTION 10, BLOCK 1, LOT 11)
AND 283 GRAND STREET REAR (SECTION 10, BLOCK 1, LOT 13)
AT PRIVATE SALE TO MICHAEL LEBRON D/B/A DWELLSTEAD
FOR THE AMOUNT OF \$3,000.00**

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 285 Grand Street, 285 Grand Street Rear and 283 Grand Street Rear, being more accurately described as Section 10, Block 1, Lots 10, 11 and 13, 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 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
285 Grand Street	10 – 1 – 10	Michael Lebron	\$3,000.00
285 Grand Street Rear	10 – 1 – 11	d/b/a Dwellstead	
283 Grand Street Rear	10 – 1 – 13		

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
285 Grand Street, City of Newburgh (10-1-10)
285 Grand Street Rear, City of Newburgh (10-11)
283 Grand Street Rear, City of Newburgh (10-1-13)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax years of 2016 City/County Tax and 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2016 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. 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.
6. The purchaser shall combine all three parcels (285 Grand Street, 285 Grand Street Rear and 283 Grand Street Rear, being more accurately described as Section 10, Block 1, Lots 10, 11 and 13, respectively) into one lot of record within one (1) year of the date of conveyance.
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 May 8, 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least 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.

Proposal Form

Contact Information:

Name: **Michael Lebron**
Business Name (If Applicable): **dwellstead™**
Address: **36 Cooper Square, Suite 7F**
City, State & Zip: **New York, NY 10003**
Home phone: **917-743-7568**
Business Phone: **917-743-7568**
Mobile Phone: **917-743-7568**
E-mail: mlebron20@gmail.com
Federal I.D. No. (If Available): **47 4089718**

Information on Bid Property:

Property Address: **285 Grand Street, Newburgh NY**
SBL#: **10-1-10**
Price: **\$2,100**
Property Address: **285 Grand Street rear, Newburgh NY**
SBL#: **10-1-11**
Price: **\$500**
Property Address: **283 Grand Street rear, Newburgh NY**
SBL#: **10-1-13**
Price: **\$800**

I will be purchasing 285 Grand and 285 Grand rear for the purposes of providing off-street parking for the two units that I will be putting into 279 Grand. There is enough space here for at least three, and likely four vehicles.

Order of Preference: (If submitting more than one proposal): _____

Type of Project:

VACANT LAND

_____ Single Family	Yes_____	No_____	
_____ Multi-Family	Yes_____	No_____	# Units:
_____ Commercial	_____ Industrial		

Offer Purchase Price: \$ 3,000
 $???$ city tax
 $???$ county and school tax

Does your proposal conform with existing zoning?

Yes **X** No _____

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No **X** Yes _____ (attach explanation)

Finances:

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

Business Relationship:

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

What You should Attach:

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

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.



Signature

Date **December 4, 2015**

Michael Lebron SS#
Print Name

Date of Birth

Submit Application to:

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: **\$10K**

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

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

General Contractor: **ABMG**

Architect: **Curtis B Wayne**

Development Experience:

Project No. 1 Curtis B Wayne Project No. 2 - Lebron

Project location: Please list all addresses (not merely project name). Include street number, street, city and zip	153 Lander Street Newburgh, NY 12550	770 County Road 112 Cochecton NY 12726
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	Architect	Owner, developer
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)	Moderate renovation	Gut period-correct renovation of 1875 farmhouse
Use: (i.e. single-family, multi-family rental or commercial)	Multi-family, wholly owner, non-rental	Single family
Number of Buildings in Project	one	one
Total Number of Residential Units in Project	three	one
If commercial, total square footage of project	Live/work allowed, 250 SF	Residential 2,000 sq ft
Systems Replaced	All	all
Total Development Costs	___ acquisition \$120,000 reno	\$79K acquisition \$95K restoration
Current Status (predevelopment, in construction, ___% complete, completed, converted to permanent financing)	Waiting for bldg permit	SOLD for \$295K incl furniture
Government Program, if any (provide name of program and agency, name and current phone of reference)	n/a	n/a

Release of Liability

I **Michael Lebron**, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

Michael Lebron
dwellstead

Print

A handwritten signature in red ink, appearing to read "Michael Lebron", enclosed within a red circular scribble.

Signature

December 4, 2015

Date

Purchase Proposal Summary

Location: 285 Grand St, 285 Grand St Rear, 283 Grand St Rear
Tax Map Numbers: 10-1-10, 10-1-11, 10-1-13
Property Class: 311—Vacant Residential Land
Zoning: RL—Low Density Residential; EEH—East End Historic District
Description: Three adjoining vacant lots—285 Grand St (23 x 124); 285 Grand St Rear (25 x 33) ; 283 Grand St Rear (52 x 25).
Condition: N/A
Assessed Values: \$ 2,100 (285 Grand St); \$500 (285 Grand St Rear); \$800 (283 Grand St Rear)
Annual Taxes: \$ 178.43+/- (combined for all three parcels)
Selling Price: \$ 3,400 @ 100%
The city acquired this property: May 2013 (285 Grand St & 285 Grand St Rear); July 1999 (283 Grand St Rear).

Offer Information:

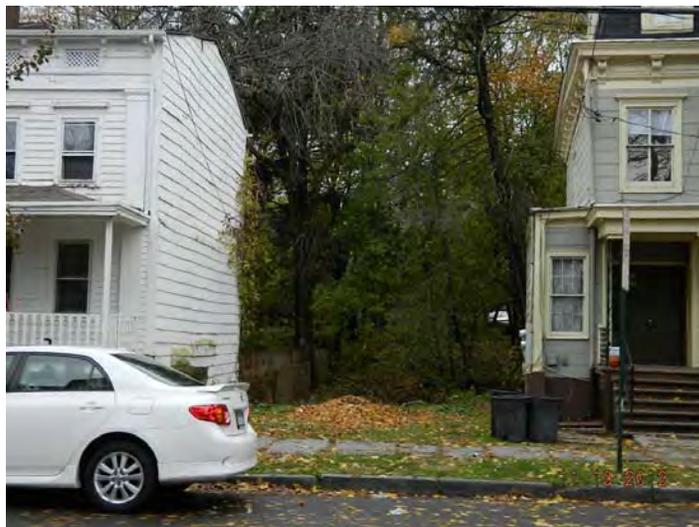
Name: Michael Lebron (Dwellstead Inc.)

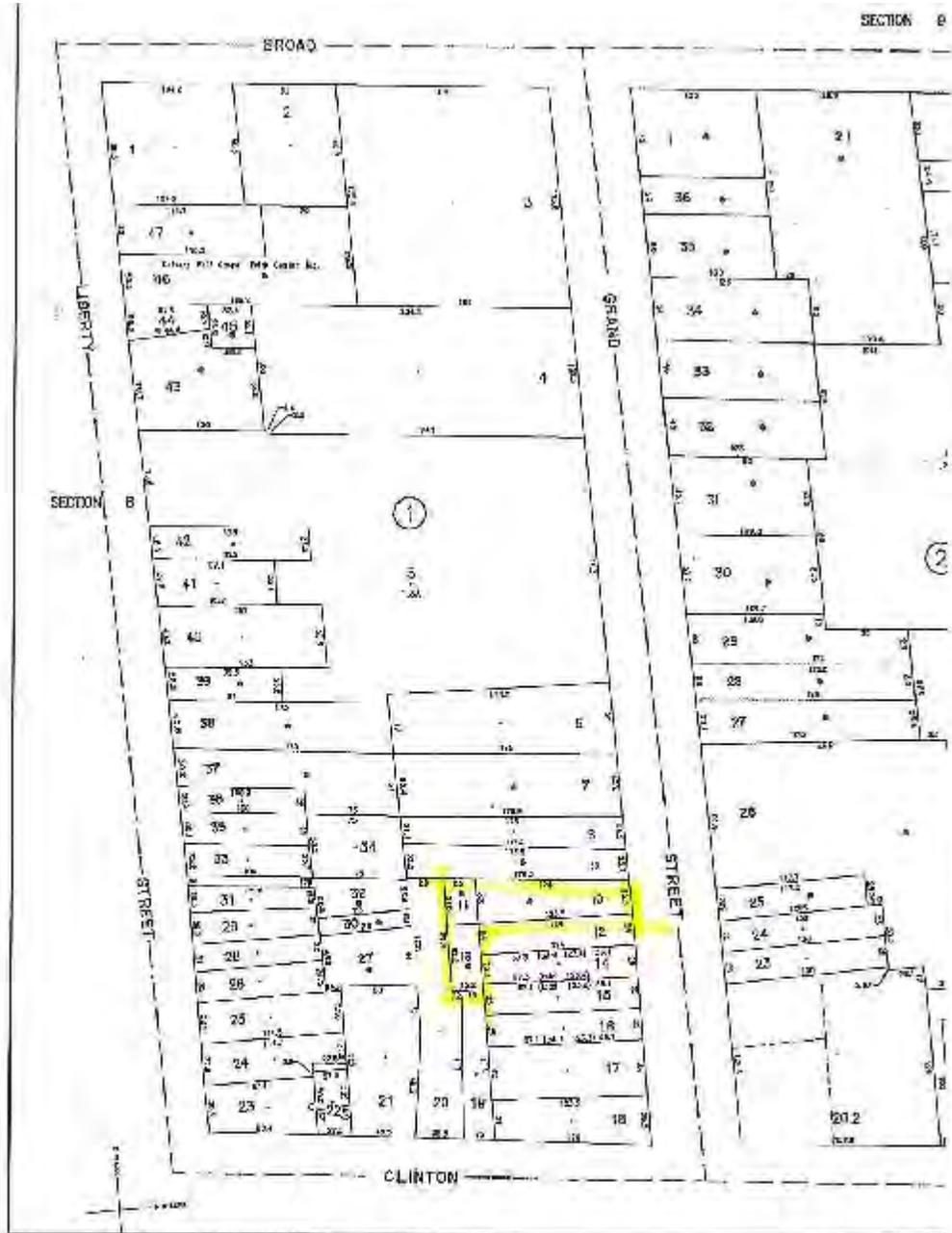
Offer Price: \$ 3,000

Construction Estimate: \$ 10,000+/-

Proof of Financing: \$ Retirement account statements (on file).

Comments: The purchaser owns 279 Grand Street (10-1-15). He purchased this property from the City of Newburgh in July 2015. He now wants to acquire these three vacant parcels for possible parking and possible rear access to 279 Grand Street. Although the three parcels are contiguous, only 285 Grand Street has street access. The other two parcels are land-locked.





LEGEND

PLAT OR DEED LINE	PLAT OR DEED LINE	THE 1898 BLOCK PL.	THE 1898 BLOCK NO.
LOT LINE OR ROAD	ROADWAY LINE	THE 1898 BLOCK ST.	THE 1898 BLOCK NO.
BLOCK OR LOT LINE	ROADWAY LINE	THE 1898 BLOCK ST.	THE 1898 BLOCK NO.
ROADWAY CENTER LINE	ROADWAY LINE	THE 1898 BLOCK ST.	THE 1898 BLOCK NO.
PLAT OR DEED LINE	ROADWAY LINE	THE 1898 BLOCK ST.	THE 1898 BLOCK NO.

ORANGE

Orange, Fla. City, Map No. 10
 The City of Orange, Florida, has no
 other jurisdiction over the same

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 194 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 27)
AT PRIVATE SALE TO JAWARA HERRING FOR THE AMOUNT OF \$500.00**

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

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

WHEREAS, the City of Newburgh desires to sell 194 Dubois Street, being more accurately described as Section 11, Block 1, Lot 27, 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, 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, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
194 Dubois Street	11 – 1 – 27	Jawara Herring	\$500.00

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

Terms and Conditions Sale

194 Dubois Street, City of Newburgh (11-1-27)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. 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.
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 April 11, 2016. *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 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.
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 purchaser 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.

Proposal Form

Contact Information:

Name: Jawara Herring
Business Name (If Applicable): _____
Address: 17 Van Cortland Circle Apt# E
City, State & Zip: Beacon, NY 12508
Home phone: _____ n/a
Business Phone: _____ n/a
Mobile Phone: (845) 522-7704
E-mail: jherring1218@aol.com
Federal I.D. No. (If Available): _____ n/a

Information on Bid Property:

Property Address: 194 Dubois St. Newburgh, NY 12550
SBL#: 11-1-27

Order of Preference: (If submitting more than one proposal): _____

Type of Project:

____ Single Family Yes ____ No ____
____ Multi-Family Yes ____ No ____ # Units: ____
____ Commercial ____ Industrial

Offer Purchase Price: \$ 500.00

Does your proposal conform with existing zoning? Yes ____ No ____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: \$ 2,500.00

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

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

General Contractor: _____
Architect: _____
Engineer: _____

Development Experience:

	Project No. 1	Project No. 2
Project location: Please list all addresses (not merely project name). Include street number, street, city and zip	194 Dubois St Newburgh, NY 12550	
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	n/a	
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)	The vacant lot requires "moderate to substantial rehab".	
Use: (i.e. single-family, multi-family rental or commercial)	Residential Vacant Lot (Personal)	
Number of Buildings in Project	none	
Total Number of Residential Units in Project	0	
If commercial, total square footage of project	Residential Vacant Lot, 1900 sq ft (25 x 76) ft	
Systems Replaced	none	
Total Development Costs		
Current Status (predevelopment, in construction, ___% complete, completed, converted to permanent financing)	n/a	
Government Program, if any (provide name of program and agency, name and current phone of reference)	n/a	

Release of Liability

I Jawara Herring, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

Jawara Herring
Print

Jawara Herring
Signature

12-26-2015
Date



Verification of Information

Account Number: XXXXXX4480
 Account Holder: JAWARA O HERRING
 Dated: 12/29/2015

Share ID	Description	Open Date	Current Balance	Average Daily Balance
				12/29/2015 - 12/29/2015
0000	SAVINGS	05/24/2013	\$5,973.85	\$5,973.85

Loan ID	Description	Current Balance	Current Payment	Original Bal/Credit Limit	Open Date
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JEROMY BARTON
 fsr III
 Hudson Valley FCU
 845.463.3011

Purchase Proposal Summary

Location: 194 Dubois Street
Tax Map Number: 11-1-27
Property Class: 311—Vacant Residential Land
Zoning: RM—Medium Density Residential; EEH—East End Historic District
Description: Lot dimensions: 25 x 76 x 25 x 75
Condition: N/A
Assessed Value: \$ 1,000
Annual Taxes: \$ 52.48+/-
Selling Price: \$ 1,000 @ 100%

The city acquired this property: October 2013.

Offer Information:

Name: Jawara Herring
Offer Price: \$ 500
Construction Estimate: \$ N/A
Proof of Financing: \$ Hudson Valley Federal Credit Union—Savings.
Comments: The purchaser plans on cleaning up the lot. He grew up in Newburgh but now lives in Beacon. He may use the lot for storage or gardening.





SECTION 17

LEGEND

STATE OR COUNTY LINE	FLOOD PLAIN LOT LINE	TAX MAP BLOCK NO.	FLOOD PLAIN BLOCK NO.
CITY TOWN OR VILLAGE	SECTION LINE	TAX MAP PARCEL NO.	FLOOD PLAIN LOT NO.
BLOCK OR SECTION LINE	WATER LINE	AREA (SQUARE FEET OR SQUARE METERS)	STATE TOWNSHIP
SECTION CORNER LINE	WATER FEATURES	PERCENTAGE (SQUARE FEET OR SQUARE METERS)	COUNTY SURVEYING
PROPERTY LINE	GRID COORDINATE/UTM	PORTION OF TAX LOT	JOHN BOGOS

Agenda Item 13.

A Resolution Renewing Resolution 183-2007

Additional Information:

Month to month lease.

Visconti Limousine Service, LLC

Same terms as previous resolution (attached).

ATTACHMENTS:

Description

Resolution 183-2007

Upload Date Type

12/30/2015 Resolution Letter

RESOLUTION NO.: 183 - 2007

OF

SEPTEMBER 10, 2007

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE WITH VISCONTI BUS SERVICES LLC
FOR MONTH-TO-MONTH LEASE OF CITY-OWNED PROPERTY
LOCATED AT 210 MILL STREET IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh has proposed to allocate property rights between Provan Ford and Visconti Bus Services LLC at property located at 210 Mill Street in the City of Newburgh; and

WHEREAS, in the interest of facilitating the final allocation and beneficial use and development of such property, Visconti Bus Services LLC has requested that the City enter into a month-to-month lease with them to provide them with an opportunity to make beneficial use of the property while the final allocation and disposition of the property is pending; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into said lease;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger be and she is hereby authorized to execute on behalf of the City of Newburgh and enter into a month-to-month lease with Visconti Bus Services LLC, in substantially the form attached hereto, with such other terms and conditions as may be required by Corporation Counsel in the best interests of the City, for the purposes described herein; such lease to be terminated by the City Manager according to the terms thereof at such time as the final allocation and disposition of such property shall have been determined and approved by the City Council.

Councilman Cracolici asked what the security deposit amount is.

City Manager, Jean-Ann McGrane responded that this is month to month and there is no security deposit.

Councilman Cracolici asked if we should have a security deposit in case we have problems kicking him off. Suppose he refuses to leave after one month?

City Manager, Jean-Ann McGrane said that there is leverage because he wants to purchase the property.

Councilman Cracolici said that there is no clause in the contract that says right to first refusal so he is not protected by that. If we decide not to sell it to him and there is no security deposit then he could remain on the property for several months. He also asked if this is a triple net lease where he will be paying the taxes and expenses that incur on this property.

Mayor Valentine said that it is fair market value rent with no cost to the City.

Councilman Cracolici said that there is no cost to the City at this point but what if it takes us two or three months to evict him from the property. Suppose he leaves the property damaged or he leaves garbage and debris on the property that we have to clean up.

Mayor Valentine said that this is someone who wants to enter into an agreement with the City and eventually purchase the property to keep his business here in the City of Newburgh. If he is going to treat the City in any of the ways that Councilman Cracolici just described, then he will not be doing himself a very good service. He is going to fence it in and clean it up to make it secure.

Councilman Cracolici said that this person has been a business owner here in the City of Newburgh for over twenty-five years and by being committed to the City and employing people in the City his record stands on its own. He believes that we should move to sell this property to him so that he can expand his business.

City Manager, Jean-Ann McGrane said that this is what was requested.

Councilman Cracolici said that he thinks this was requested because this project is not moving as quickly as he would like. He has commented to him that if this project doesn't move at a quicker pace then he is considering moving out of the City of Newburgh.

City Manager, Jean-Ann McGrane said in all fairness to Mr. Visconti she thinks that this site is a lot more complicated than he might have anticipated in the beginning and is now learning what the requirements are going to be. She said that there will be long term monitoring requirements that will limit where buildings can be put on that site.

Councilman Cracolici said that any standard lease that has come before him as a businessman would require a security deposit and he believes that it is in the best interest of the City to have a security deposit and this should be a triple net lease.

Mayor Valentine said that he is going to move forward and take the vote.

Councilman Bowles moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Bowles, Councilwoman Dickinson, Mayor Valentine - 4

Nays - Councilman Cracolici - 1

ADOPTED

LEASE AGREEMENT

Lease made as of the _____ day of _____, 2007 by and between THE CITY OF NEWBURGH, 83 Broadway, Newburgh, NY 12550, as LANDLORD and VISCONTI BUS SERVICES LLC., 17-23 Dickson Street, Newburgh, NY 12550 as TENANT whereby the parties agree to lease the premises at the rent and under the terms and conditions stated herein.

1. PREMISES

LANDLORD agrees to lease to TENANT a portion (approximately 20,000 square feet) of the property known as 210 Mill Street, Newburgh, NY (Section 43, Block 3, Lot 7.1)

2. TERM

The term of the lease is month-to-month. Tenant shall vacate the premises no later than thirty (30) calendar days after receiving written notice from LANDLORD of the termination of this LEASE.

3. RENT

TENANT shall pay LANDLORD the sum of \$500.00 per month; each and every month during the term of this Lease. Payment shall be made by check or legal instrument made payable to the City of Newburgh and shall be tendered by the first day of each month of the term. In addition, TENANT shall tender a security deposit of zero upon execution of this Lease. TENANT agrees that LANDLORD may hold such security deposit in a non-interest bearing account, and TENANT waives the right to any interest earned on such deposit.

4. USE

The premises must be used as a parking lot, and for no other purposes.

5. FAILURE TO GIVE POSSESSION

Landlord shall not be liable for failure to give Tenant possession of the premises on the beginning date of the term. Rent shall be payable as of the beginning of the term, unless Landlord is unable to give possession. In that case, rent shall be payable when possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the term will not change.

6. **RENT, ADDED RENT**

The rent payment for each month must be paid on the first day of that month at Landlord's address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent and security is to be paid when Tenant signs this lease. Tenant may be required to pay other charges to Landlord under the terms of this lease. They are called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent.

7. **NOTICES**

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the premises and to the Landlord at the address for notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the address for notices.

8. **UTILITIES AND SERVICES**

Tenant must pay for the following utilities and services when billed: gas, water, sewer, electric, fuel, sanitation, telephone, trash removal, snow and ice removal, ordinary wear and tear, broken glass, refrigeration and climate control, maintenance and repairs.

9. **REPAIRS & ALTERATIONS**

Tenant must keep and, at the end of the term, return the premises and all appliances, equipment, fixtures, furnishings, and other personal property clean and in good order and repair. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add or remove fixtures to the premises without the written consent of the Landlord.

10. **SPACE "AS IS"**

Tenant has inspected the premises. Tenant states that it is in good order and repair and takes the premises "AS IS."

11. CARE OF PREMISES & GROUNDS

Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in designated areas. TENANT shall be responsible for repairs and maintenance of driveways, parking areas and grounds appurtenant to the premises for ordinary wear and tear.

12. FIRE, DAMAGE

Tenant must give Landlord immediate notice in case of fire or other damage to the premises. Landlord will have the right to repair the damage within a reasonable time or cancel this lease. If LANDLORD elects to make repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the premises become habitable. Landlord may cancel this lease by giving Tenant three (3) days written notice. The term shall end on the third day and all rent shall be paid up to the date of the damage which caused the premises to become uninhabitable. Upon LANDLORD'S termination of this Lease TENANT shall promptly remove all of its property from the premises. All property not promptly removed by the TENANT shall be deemed abandoned and shall become the property of LANDLORD.

13. LIABILITY

Landlord is not liable for loss, expenses or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered by TENANT, its staff, employees, agents or invitees and for and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guest and invitees to all third parties. Tenant shall indemnify and hold harmless the LANDLORD for all claims, actions, proceedings and damages including attorneys fees arising out of TENANT'S occupancy of the premises.

14. ASSIGNMENT, SUBLET

Tenant may not sublet all or any part of the premises or assign this lease or permit any person to use the premises, without the advance written consent thereto of LANDLORD. Such assignment or sublease shall not relieve Tenant of any of the obligations or liability under this lease. The subTenant shall be bound and subject to all the terms of this lease.

15. LANDLORD MAY ENTER, KEYS, SIGNS

Landlord may, at reasonable times, enter the premises to examine, make repairs or alterations, or for other reasonable purposes. Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. Landlord may place the usual "For Rent" or "For Sale" signs upon the premises.

16. SUBORDINATION

This lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the premises or the land on which it stands; (b) mortgages on the leases or on the premises or on the land; (c) agreements securing money paid or to be paid by the lender under mortgages and (d) terms, conditions, renewals, changes of any kind in and extensions of the mortgages or leases or lender agreements. Tenant must promptly execute any certificate or document that Landlord requests, to show that this lease is subject and subordinate, and/or for any other purpose.

17. CONDEMNATION

If all of the premise is taken or condemned by a legal authority, the term and Tenant's rights shall end as of the date the authority takes title to the premises. If any part of the premises is taken, Landlord may cancel this lease on notice to Tenant setting forth a cancellation date not less than thirty (30) days from the date of the notice. If the lease is canceled, Tenant must deliver the premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the term.

18. COMPLIANCE WITH AUTHORITIES

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers, or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.

19. TENANT'S DEFAULT & LANDLORD'S REMEDY

A. Landlord may give five (5) days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the lease, improper subletting all or part of the premises or allowing another to use the premises.
3. Improper conduct by Tenant or other occupant of the premises.
4. Failure to fully perform any other term in this lease.

B. If Tenant fails to correct the defaults in Section A within the five (5) days, Landlord may cancel the lease by giving Tenant a written three day notice stating the date the term will end. On that date, the term and Tenant's rights in this lease automatically end and Tenant must leave the premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses. This provision shall survive the termination of this Lease.

C. If the lease is canceled or rent or added rent is not paid on time, or Tenant vacates the premises, Landlord may, in addition to other remedies, take any of the following steps:

1. Enter the premises and remove Tenant and any person or property.
2. Use dispossess, eviction or other lawsuit method to take back the premises.

D. If the lease is ended or Landlord takes back the premises, rent and added rent for the unexpired term becomes due and payable. Landlord may re-rent the premises and anything in it for any term. Landlord may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for Landlord's cost of re-renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the premises after possession is given to the Landlord by a court.

20. BANKRUPTCY

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant thirty (30) days notice of cancellation of the term of this lease. If any of the above is not fully dismissed within the thirty (30) days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

21. CORRECTING TENANT'S DEFAULT

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Landlord expends shall be reimbursed pursuant to Paragraph 23 of this Lease or Tenant must repay to Landlord as added rent, at Landlord's option.

22. WRITTEN INSTRUCTIONS

Landlord will give or may give written instructions about the care and use of the appliances, utilities, equipment and other personal property and fixtures on the premises. Tenant must obey the LANDLORD'S instructions. Damage caused by TENANT'S failure to follow LANDLORD'S instructions may be charged to TENANT by LANDLORD as Added Rent.

23. LANDLORD UNABLE TO PERFORM

If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of the Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the building, or (d) supply any equipment or appliances, this lease shall not be ended nor Tenant's obligations hereunder affected thereby.

24. ILLEGALITY

If any part of this lease is not legal, the rest of the lease will be unaffected.

25. NO WAIVER

Landlord's failure to enforce any terms of this lease shall not prevent Landlord from enforcing such terms at a later time.

26. QUIET ENJOYMENT

Landlord agrees that if Tenant pays the rent and is not in default under this lease, Tenant may peaceably and quietly have, hold and enjoy the premises for the term of this lease.

27. SUCCESSORS

This lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant, subject to the terms of this Lease pertaining to assignment and sub-let.

28. REPRESENTATIONS, CHANGES IN LEASE

Tenant has read this lease. All promises made by the Landlord are in this lease. There are no others. This lease may be changed only by an agreement in writing signed by and delivered to each party.

29. WAIVER OF RIGHT TO TRIAL BY JURY

****INITIAL HERE:**

Landlord and Tenant hereby expressly waive their right to a trial by jury in any action or proceeding brought by either against the other for any matter concerning this lease or the premises. This does not include any action for personal injury or property damage. Tenant gives up the right to bring a counterclaim or setoff in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to this lease or the premises.

30. EFFECTIVE DATE

This lease is effective when Landlord delivers to Tenant a copy signed by all parties.

31. TERMINATION OF LEASE/ACCESS TO PREMISES

Notwithstanding any other provisions herein, this lease may be terminated with or without cause at the sole discretion of the Landlord at any time upon seven (7) days notice at the sole option of the Landlord. As a condition of this agreement, Tenant agrees to allow representatives of the Landlord access to the premises, upon reasonable notice, for the purpose of assessing the condition of the property.

32. PERMITTED USES

The Tenant shall use the premises solely for the purpose of a parking lot. Tenant shall not conduct any type of private profit-making or commercial business on the property nor engage in any commercial activity that shall directly or indirectly involve the use of the demised premises other than for Tenant's business; to wit: VISCONTI BUS SERVICES LLC.

33. DEFAULT

If the Tenant defaults in making any payments required by this Lease, interest shall accrue at a rate of nine (9%) percent per annum from the date of delinquency until paid.

THE CITY OF NEWBURGH

BY: _____

Landlord

JEAN-ANN McGRANE, City Manager

VISCONTI BUS SERVICES LLC.

BY:

Tenant

FRED VISCONTI, President

Agenda Item 14.

Purchase of 37 Hasbrouck Street

A resolution to authorize the conveyance of real property known as 37 Hasbrouck Street (Section 38, Block 4, Lot 17) at private sale to Michael Connors and Suzanne Timmer D/B/A Balanced Builders, Inc. for the amount of \$20,000. (Deirdre Glenn)

Additional Information:

Purchasers: Michael Connors & Suzanne Timmer (Balanced Builders Inc.)

Property Address: 37 Hasbrouck Street

S-B-L: 38-4-17

Purchase Price: \$20,000

Purchaser is buying the property with the understanding that it is their responsibility - not the City of Newburgh's - to evict the current occupant.

Standard Terms: 18 months, 2015-2016 School Taxes, 2016 City/County taxes. (2016 City/County tax bill will probably not be generated because it was acquired by the City in February 2015.)

ATTACHMENTS:

Description	Upload Date	Type
Res & Terms of Sale 37 Hasbrouck Street	12/31/2015	Resolution Letter
PODA (Purchase Application)	12/30/2015	Backup Material
Purchase Proposal Summary	12/30/2015	Backup Material

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 37 HASBROUCK STREET (SECTION 38, BLOCK 4, LOT 17) AT PRIVATE SALE TO MICHAEL CONNORS AND SUZANNE TIMMER D/B/A BALANCED BUILDERS, INC. FOR THE AMOUNT OF \$20,000

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 37 Hasbrouck Street, being more accurately described as Section 38, Block 4, Lot 17, 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, 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, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
37 Hasbrouck Street	38 – 4 – 17	Michael Connors Suzanne Timmer d/b/a Balanced Builders, Inc.	\$20,000.00

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

37 Hasbrouck Street, City of Newburgh (38-4-17)

STANDARD TERMS:

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

RECEIVED
12/18/15

Proposal Form

Contact Information:

Name: MICHAEL CONNORS BALANCO BUILDERS *SUZANNE TIMMER*
Business Name (If Applicable): _____
Address: 20 GARDEN PLAZA
City, State & Zip: DEACON NY 12508
Home phone: _____
Business Phone: 845 551 9953
Mobile Phone: _____
E-mail: BBTRESTORATION@GMAIL.COM
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 37 HADENOUCH ST
SBL#: 38 A 17
Order of Preference: (If submitting more than one proposal): _____

Type of Project:

Single Family Yes _____ No _____
 Multi-Family Yes _____ No _____ # Units: _____
 Commercial Industrial

Offer Purchase Price: \$ 20,000

Does your proposal conform with existing zoning? Yes No _____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: \$ _____

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

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

General Contractor: _____
Architect: _____
Engineer: _____

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No _____ Yes _____ (attach explanation)

Finances:

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

Business Relationship:

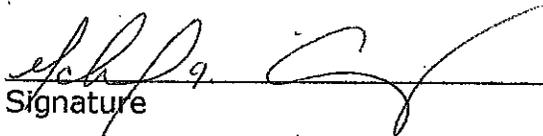
Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No

What You should Attach:

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

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.



Signature

12.17.2015
Date

MICHAEL T. CONNORS
Print Name

SS# 

Date of Birth 

Submit Application to:

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

ORANGE COUNTY TRUST COMPANY (0247)

**BALANCED BUILDERS INC
22 GARDEN PLACE
BEACON, NY 12508**

Checking Activity

Account Number *****6858
BUSINESS POWER CHECK

Transactions For Current Statement Period

Account Summary

Previous Statement Balance as of Monday, November 30, 2015	\$27,498.46
0 Deposits and other Credits.	+\$0.00
48 Withdrawals and other Debits.	-\$23,843.83
Service Charges.	-\$0.00
Current Statement Balance as of Friday, December 18, 2015	\$3,654.63
Number of Days in this Period:	18
Beginning Interest Rate	0.000%
Interest Paid Year To Date	\$0.00

Account Activity

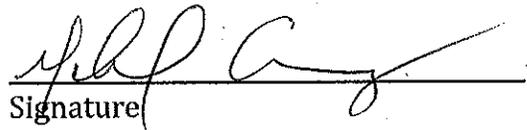
Date	Description	Debit	Credit	Balance
11/30/2015	BEGINNING BALANCE			\$27,498.46
12/01/2015	CKCD DEBIT 11/30 SQ *2 ALICES NEWBURGH NEWBURGH NY	\$5.49		\$27,492.97
12/01/2015	CKCD DEBIT 11/29 DUNKIN #350537 Q3 COLD SPRING NY	\$7.93		\$27,485.04
12/01/2015	CKCD DEBIT 11/30 APPALACHIAN MARKET GARRISON NY	\$12.13		\$27,472.91
12/01/2015	CKCD DEBIT 11/30 TORO RESTAURANT FISHKILL NY	\$61.97		\$27,410.94
12/01/2015	Check #1004	\$350.00		\$27,060.94
12/02/2015	CKCD DEBIT 12/01 TITO SANTANA TAQUERIA BEACON NY	\$10.38		\$27,050.56
12/03/2015	CKCD DEBIT 12/02 SQ *GET FROSTED CUPCAKE BEACON NY	\$16.00		\$27,034.56
12/03/2015	CKCD DEBIT 12/01 ADAMS FAIRACRE FARMS WAPPINGERS FA NY	\$17.32		\$27,017.24
12/03/2015	CKCD DEBIT 12/02 GREAT WALL CHINESE REST BEACON NY	\$18.68		\$26,998.56
12/03/2015	CKCD DEBIT 12/01 THE HOME DEPOT #6178 FISHKILL NY	\$22.49		\$26,976.07
12/03/2015	CKCD DEBIT 12/02 HERZOGS FISHKILL FISHKILL NY	\$53.72		\$26,922.35
12/03/2015	CKCD DEBIT 12/02 HERZOGS FISHKILL FISHKILL NY	\$90.80		\$26,831.55
12/04/2015	CKCD DEBIT 12/02 THE HOME DEPOT #6178 FISHKILL NY	\$3.75		\$26,827.80

Release of Liability

I MICHAEL CONNORS, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

MICHAEL CONNORS

Print



Signature

12 17 2015

Date

Purchase Proposal Summary

Location: 37 Hasbrouck Street
Tax Map Number: 38-4-17
Property Class: 449—Other Storage
Zoning: RL—Residential Low Density
Description: Year Built—1948; Storage Building; 3750sf; Lot size—75 x 140.
Condition: Fair
Assessed Value: \$48,900
Annual Taxes: \$ 2,880+/-
Selling Price: \$ 19,920 @ 40%

The city acquired this property: February 2015

Offer Information:

Name: Michael Connors & Suzanne Timmer (Balanced Builders Inc.)
Offer Price: **\$ 20,000**
Construction Estimate: \$ Not included in application
Proof of Financing: Orange County Trust Company Business Account
Comments: The purchaser lives in Beacon but does a considerable amount of renovation and construction work in the City of Newburgh. He plans to use the building as a storage area and workshop for his business. The building is sited to the rear of a 75 x 140 partially fenced-in lot. No renovation estimate has been included because the purchaser was not able to get access to the interior of the building. The former owner was still occupying the building. The building was padlocked. The purchaser is buying the property “as is”. It is understood that it will be the purchaser’s responsibility to evict the current occupant.





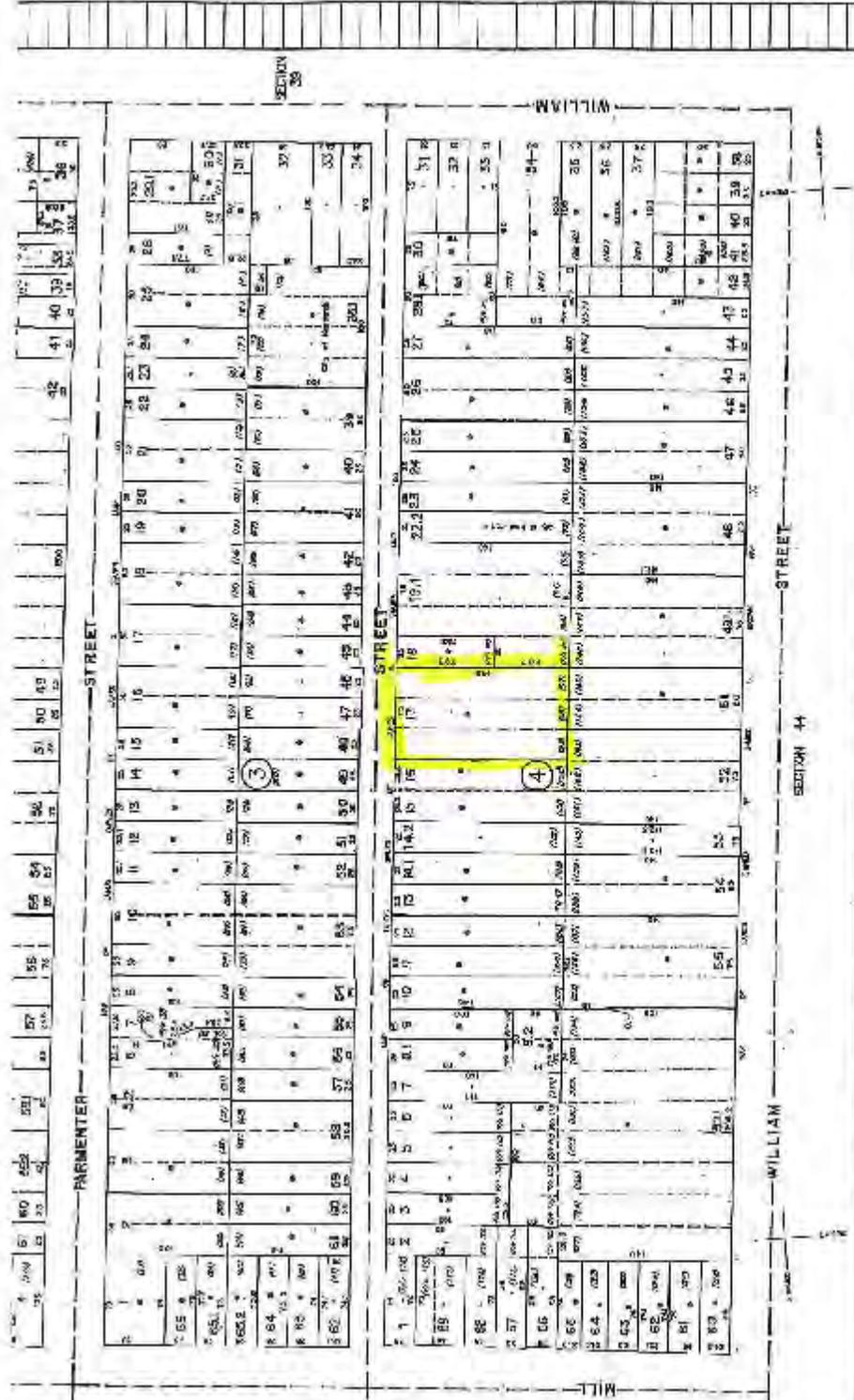
Current interior views showing that the building is being used.



Building exterior and fencing.



Exterior of the side building.



CITY OF NEWBURGH



ORANGE COUNTY - NEW YORK

Scale 1" = 50'

Section No. 28

ADJOINING REPRINT

750 7244 0000

NOTICE: THIS MAP IS A REPRINT OF THE ORIGINAL MAP OF THE CITY OF NEWBURGH, NEW YORK, AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER PURPOSES. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CLERK OF ORANGE COUNTY, NEW YORK.

Agenda Item 15.

Application FEMA AFG FY2015 Training Equipment

A resolution authorizing the City Manager to apply for and accept if awarded a grant available under the fiscal year 2015 FEMA assistance to firefighters grant program to provide support for the purchase of training equipment for the City of Newburgh Fire Department. (Chief Michael Vatter)

Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una beca disponible bajo la ayuda de FEMA para el programa de becas de Bomberos en el año fiscal 2015 que proveerá apoyo en la compra de equipo de entrenamiento para el Departamento de Bomberos de la Ciudad de Newburgh.

Background:

FEMA AFG FY 2015 Grant Application for \$25,000 w/ 10% City Match (\$2,500) from Fire Department 2016 equipment budget line. Applications must be submitted by January 15, 2016.

ATTACHMENTS:

Description	Upload Date	Type
RESOLUTION	12/21/2015	Cover Memo
Grant Procedures Routing Slip	12/21/2015	Backup Material

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A GRANT AVAILABLE UNDER THE FISCAL YEAR 2015
FEMA ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
TO PROVIDE SUPPORT FOR THE PURCHASE OF TRAINING EQUIPMENT FOR
THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for funds available under the Fiscal Year 2015 Federal Emergency Management Agency (“FEMA”) Assistance to Firefighters Program; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community by funding equipment procurement and training to enhance community protection from fire; and

WHEREAS, if awarded, such funding will provide for the purchase of training equipment; and

WHEREAS, if awarded, said grant will provide \$25,000.00 and require a one-time City match of \$2,500.00; and

WHEREAS, the one-time City match shall be derived from A3412.0205; and

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

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 such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant made available under the Fiscal Year 2015 FEMA Assistance to Firefighters Grant Program to provide support for the purchase of training equipment for the City of Newburgh Fire Department.

Agenda Item 16.

Resolution to Request Reform of NYS Public Education Funding

A Resolution of the City Council of the City of Newburgh to Request the Reform of New York State Public Education Funding. (Michelle Kelson)

Background:

Orange County municipalities are supporting an effort to reform public education funding by identifying other funding sources to subsidize funding from real property taxes.

ATTACHMENTS:

Description	Upload Date	Type
Resolution to Request Reform of NYS Public Education Funding	12/29/2015	Resolution Letter

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK TO REQUEST THE REFORM OF NEW YORK STATE PUBLIC EDUCATION FUNDING

WHEREAS, New York State is one of only twelve states that continue to fund public schools through property taxes; and

WHEREAS, the greatest financial hurdle faced by homeowners in the State is the onerous burden of school taxes; and

WHEREAS, in the City of Newburgh more of each property owner's real property tax bill is comprised of school taxes rather than City taxes; and

WHEREAS, that burden has forced innumerable New Yorkers, including many of those transitioning to retirement on a fixed income, to sell their properties and move from the State; and

WHEREAS, most states fund public schools through sales taxes and state income taxes (both corporate and personal) and other possible avenues of funding include mortgage taxes and excess profits taxes, all of which should be considered as more equitable and less burdensome alternatives to the school property tax method in New York; and

WHEREAS, even the City of New York no longer funds its public schools through property taxes and, recognizing this as a matter of equity as well as hardship, and in order to avoid a "subsidy" by the residents of one region of another, the residents of the City of New York should either be afforded a credit or excluded from any funding alternative so that fair legislation can be enacted without opposition on that score; and

WHEREAS, responsibility for the education of our youth should be more fairly and equitably distributed and not placed on the backs of our property owners; and

WHEREAS, the two percent tax cap law enacted by New York State is proof that the Governor, Senate and Assembly are aware of this crisis, but it is only a band aid approach to a worsening problem; and

WHEREAS, a more permanent solution must be found for the sake of the survival of our State;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh, New York in its capacity as the governing body of the City hereby requests that Governor Andrew Cuomo, members of the New York State Senate and members of the New York State Assembly urgently address this crisis and enact reforms to school district funding in New York State that implement an equitable alternative funding system to the property tax; and

BE IT FURTHER RESOLVED that we respectfully request that our New York State representatives, the Hon. William J. Larkin, Jr., Senator for the 39th Senate District and the Hon. Frank Skartados, Assemblyman for the 104th Assembly District, advocate for the reforms hereby put forth and we thank them for their diligence in this matter; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor and City Manager to execute a letter on behalf of the City of Newburgh addressed to the Hon. Andrew Cuomo, Governor requesting said reforms and to deliver such letter and certified copies of this Resolution to the Governor, Senator Larkin and Assemblyman Skartados; and

BE IT FURTHER RESOLVED that the foregoing resolutions shall take effect immediately.

Agenda Item 17.

2016 Council Rules & Order of Procedure

A resolution adopting rules of order and procedure for the Council of the City of Newburgh for the year 2016. (Michelle Kelson)

Una resolución adoptando las reglas de orden y procedimiento por el Concejal de la Ciudad de Newburgh para el año 2016.

Background:

At the commencement of a new term of the City Council, it is recommended that the City Council review and adopt general rules and order of procedure for City Council work sessions and meetings.

Additional Information:

A draft resolution and draft rules & order of procedure from prior Councils are attached for review and discussion.

ATTACHMENTS:

Description	Upload Date	Type
Resolution adopting 2016 Rules & Order of Procedure	12/21/2015	Cover Memo
Draft 2016 Rules & Order of Procedure	12/21/2015	Exhibit
City Charter Section C4.01	12/21/2015	Backup Material
City Code Chapter 20	12/21/2015	Backup Material

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION ADOPTING
RULES OF ORDER AND PROCEDURE
FOR THE COUNCIL OF THE CITY OF NEWBURGH
FOR THE YEAR 2016**

BE IT RESOLVED, that the Council of the City of Newburgh, New York adopts for use during the year 2016 the Rules of Conduct and Procedure: By Laws, a copy of which is attached hereto and made a part of this Resolution; and

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

**City of Newburgh City Council
Rules of Order and Procedure**

Rule I: General Rules of Procedure

A. The presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal by motion to the City Council; the appeal to be taken without debate. The presiding officer may, if (s)he so desires, present motions and resolutions to the City Council, and (s)he may debate on any question which is being considered by it.

B. When a question is under consideration, no motion shall be entertained except as herein specified, which shall have precedence in the following order:

1. Motion for clarification, or to request reversal of ruling of the presiding officer, or limiting or extending discussion;
2. Recess the session;
3. Lay on table;
4. Postpone to a meeting of a certain date;
5. Refer to work session;
6. Amend;
7. Call the previous question, to be asked as follows: "Shall the main question be put now?" If answered in the negative, the main question remains before the Council.

C. A motion to lay a question on the table shall be decided without amendment or debate, and a motion to postpone shall be decided without debate.

D. A motion to adjourn shall always be in order and shall be decided without debate.

E. Every member desiring to speak shall address the presiding officer. All council members shall confine him/herself to the question under debate and avoid personalities. A member once recognized shall not be interrupted when speaking.

F. No question or motion shall be debated or put, unless it is seconded. It shall then be stated by the presiding officer.

G. A motion to reconsider any action taken by the Council may be made on the day such action was taken, either immediately during the session or at a recessed or adjourned session. Such motion must be made by a member on the prevailing side, but may be seconded by any member. The motion is subject to debate. This rule shall not prevent any member of the Council from making or re-making the same or any other motion at a subsequent meeting of the Council.

H. No member of the Council shall by conversation or otherwise delay or interrupt the

proceedings or the peace of the Council nor disturb any member while speaking or refuse to comply with these rules, or the orders of its presiding officer. The Presiding Officer, subject to appeal by motion to the Council, may direct a member who is acting in violation of this section to leave the meeting or call for a recess or adjournment.

I. As the sergeant-at-arms of the meetings, the Police Chief shall carry out all order and instructions given by the presiding officer, for the purpose of maintaining order and decorum at the meetings, subject to an appeal by motion, to the Council.

J. Any motion may be withdrawn by the maker before it has been amended or voted upon, but in such case any other member may renew the motion at that time.

Rule II. Order of Business

- A. The Order of Business shall be in conformity with section 20-3 of the Code of Ordinances.
- B. The Order of Business may be departed from by majority vote of the members present.

Rule III. Voting

- A. The order of voting shall be by alphabetical order of the last name of each Council member with the Mayor voting last.
- B. All votes shall be by roll call. It shall be the duty of the City Clerk to enter on the minutes the names of the members voting for or against the question. Once a question has been put and the vote is being taken, the members of the Council shall confine themselves to voting and shall not resume discussion or make further comments on the question.
- C. Every resolution or motion must be seconded before being put to a vote. An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.
- D. No resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. Notwithstanding the foregoing, by majority vote, an item not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

Rule IV. Executive Session

Whenever the Council shall determine to transact business in an executive session, it shall do so in accordance with the provisions of the New York State Open Meetings Law. All executive sessions shall be commenced at the public meeting. Proposals,

discussions, statements and transactions in executive session are intended to be and shall be held and maintained in confidence and shall not be disclosed. The presiding officer shall direct all persons except members and designated officers and employees of the City to withdraw.

Rule V. Participation of City Manager and Staff

The City Manager shall be permitted to address the Council and participate in discussions. Heads of Departments shall be permitted to address the Council. Any other City officer or employee shall be permitted to address the Council with permission of the presiding officer, subject to an appeal by motion to the City Council, the appeal to be taken without debate.

Rule VI. Suspension of the Rules

In order to hear persons other than members of the City Council, the Mayor, and members of City staff, it shall be necessary to pass a motion suspending the rules of order. A motion to suspend the rules may be made at any time during the meeting and shall be decided without debate. Any such person speaking shall confine himself-herself to the subject and shall spend not longer than three (3) minutes, unless the time is extended by the presiding officer. This rule shall not apply to public hearings.

Rule VII. Guidelines for Public Comment

- A. The public shall be allowed to speak only during the Public Comment periods of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.
- B. Speakers must adhere to the following guidelines:
 - 1. Speakers must be recognized by the presiding officer.
 - 2. Speakers must step to the front of the room.
 - 3. Speakers must give their name, address and organization, if any.
 - 4. Speakers must limit their remarks to 3 minutes on a given topic. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 3 minutes has expired.
 - 5. Speakers may not yield any remaining time they may have to another speaker.
 - 6. Council members may, with the permission of the presiding officer, , interrupt a speaker during their remarks, but only for the purpose of clarification or information.
 - 7. All remarks shall be addressed to the Council as a body and not to any specific member or to staff.
 - 8. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. No profanities shall be used. No personal, slanderous, boisterous remarks shall be made. Council members, the Mayor and staff shall be treated with respect. The presiding officer, subject to appeal by motion to the Council, or the Council, may, by majority vote,

request that the presiding officer direct that a speaker violating this provision or any other rule yield the floor and in the event the speaker fails to obey, (s)he may be escorted from the meeting by the sergeant-in-arms.

9. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Clerk or their designee. Speakers may read written communications verbatim.

- C. Members of the public not speaking shall observe commonly accepted rules of courtesy and decorum. They shall not annoy or harass others or speak when another speaker is being heard by the Council.

Rule VIII. Use of Recording Equipment

All members of the public and all public officials are allowed to audio or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The presiding officer, subject to appeal by motion to the Council, may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the Council, size of the equipment, and the ability of the public to still participate in the meeting. If the presiding officer makes the determination that the recording is intrusive and has the effect of interfering with the meeting, (s)he may request an accommodation to avoid the interference and if not complied with, may ask the individual to leave the meeting room.

Rule IX. Rules for Public Hearings

The following rules shall apply to a legally required public hearing held before the City Council:

- (a) Speakers shall register in writing prior to the beginning of the hearing by providing their name, address, and organization, if any. Individuals arriving after the commencement of the hearing shall be permitted to register upon arrival as long as the Chairperson has not closed the hearing.
- (b) The Presiding Officer shall recognize each speaker, in the order registered, when the hearing is commenced. Speakers shall identify themselves, their address and organization, if any, prior to the remarks.
- (c) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker. The City Clerk shall time speakers and advise the presiding officer when the time has expired.
- (d) All remarks shall be addressed to the Council as a body and not to any individual member thereof.

(e) Speakers shall observe the commonly accepted rules of courtesy, decency, dignity and good taste. Any loud, boisterous individual shall be asked to leave by the Presiding Officer and may be removed at the request of the Presiding Officer, subject to appeal by motion to the Council. Speakers addressing issues outside the scope of the hearing shall be asked to cease their comments.

(f) Interested parties may address the Council by written communication. The statements may be read at the hearing, but shall be provided to all Council members and entered in the minutes of the hearing by the City Clerk.

(g) The City Clerk shall include in the minutes of the hearing the name, address and organization, if any, of each speaker, a summary of the remarks, and written statements submitted to the Council.

Rule X. Work Sessions

There shall be regular work sessions of the Council to be held each Thursday preceding a Monday evening Council meeting. The work sessions shall be held at 6:00 p.m. in City Hall, 83 Broadway, Third Floor Council Chambers, unless the Council by majority vote cancels or changes the time or place of such session. The Rules IV, V, VI, and VIII of the Rules of Order of the Council shall apply to all work sessions.

Rule XI. Robert's Rules of Order

In the event any question in procedure shall arise that is not provided for by these rules, then, in that event, Robert's Rules of Order, Newly Revised, 10th Edition, shall be followed.

Rule XII. Adoption of Ordinances

Provided the proposed adoption of an ordinance has been placed on an agenda for a meeting of the Council at which the public is afforded the opportunity to comment on agenda items before Council action, a formal public hearing will not be conducted prior to the adoption of such ordinance, unless otherwise required by federal, state, or local law, ordinance, rule or regulation.

This rule shall not be construed to prevent the Council from holding a public hearing on any ordinance at its discretion, provided a majority of the members of the Council in attendance at a meeting, upon a motion or resolution duly introduced, vote to conduct such public hearing.

Date Adopted: May 14, 2001

Amended: February 25, 2002 (Rule XII added)

January 10, 2014 (Rule IV)

DRAFT

City of Newburgh, NY
Friday, September 19, 2014

Chapter C. CHARTER

Article IV. City Council

§ C4.01. Rules of order.

[Amended 5-5-1941 by L.L. No. 1-1941; 2-24-1947 by L.L. No. 1-1947; 12-26-1951 by L.L. No. 3-1951; 3-3-1952 by L.L. No. 2-1952; 12-22-1952 by L.L. No. 10-1952; 2-12-1980 by L.L. No. 1-1980; 1-24-1983 by L.L. No. 1-1983]

- A. The Council shall determine the rules of its own proceedings and be the judge of the election, returns and qualifications of its members. The Council may compel the attendance of absent members at any meeting properly called and may punish or expel a member for disorderly conduct or declare his seat vacant by reason of inexcusable absence, provided that such absence has continued for four consecutive regular meetings, but no expulsion shall take place and no vacancy on account of absence shall be declared until the delinquent member has had an opportunity to be heard in his defense.
- B. Except as in this section especially regulated, the legislative powers of the Council may be exercised as provided by rules or ordinances adopted by it.
- C. Each member of the Council shall have the right to vote on any question coming before it. A majority of the Council shall constitute a quorum, and the affirmative vote of a majority of all the members of the Council shall be necessary to adopt any motion, resolution or ordinance.
- D. Regular meetings of the Council shall be held on the second and fourth Mondays of each month, except the months of June, July and August. Regular meetings of the Council shall be held on the second Mondays of June, July and August. If a regular meeting falls on a legal holiday, the meeting shall be held on the day following such legal holiday. All regular meetings shall be held at the time and place fixed by ordinance or resolution of the Council. Special meetings may be called by any member of the Council on three days' notice, which notice shall specify the object of the meeting. All legislative sessions shall be open to the public, and every matter coming before the Council for disposition shall be put to a vote whereon the ayes and nays shall be called and recorded. A full and accurate journal of the proceedings of

the Council shall be kept by the City Clerk, which journal shall be open to the inspection of any elector of the City at any reasonable time.

- E. The Council may change the date, time or place of any regular or special meeting provided for in Subsection **D** of this section or may cancel such meeting either by resolution passed at the immediately preceding regular or special meeting or by consent of the Council at any time prior to the scheduled meeting.
- F. An emergency meeting may be called on less than three days' notice by the City Manager or a majority of the City Council upon reasonable notice, which notice shall specify the object of the meeting.
[Added 12-11-1995 by L.L. No. 4-1995]

City of Newburgh, NY
Monday, December 21, 2015

Chapter 20. Council, City

§ 20-1. Meetings.

[Amended 4-28-1986 by Ord. No. 7-86; 6-13-1988 by L.L. No. 4-1988; 4-9-1990 by L.L. No. 12-1990]
All meetings of the Council will be held at the City of Newburgh Activity Center in the Recreation Park at the corner of Washington Street and Lake Street, Newburgh, New York, at 7:30 p.m. or at such other time and place as the Council may direct. Any meeting so held may be adjourned to a different time and place within the City by vote of a majority of the Council.

§ 20-2. Appearances before Council work sessions.

- A. Persons or groups wishing to address or appear before work sessions of the Council must submit a request in writing to the City Manager indicating:
 - (1) The name of the person or group, address and telephone number.
 - (2) The subject matter to be addressed.
 - (3) The time and date requested.
- B. Also, a member of the Council may ask the City Manager to put a particular person or group on the agenda to address the Council at a work session.
- C. Such requests by individuals or groups may be granted by the City Manager, in his discretion. Such requests by a Council member shall be put on the work session agenda, but, in either case, if one or more Council members so request, the question of permission to address a Council work session shall be put to a Council vote for Council determination.

§ 20-3. Order of business.

[Amended 11-8-1999 by Ord. No. 13-99^[1]]
The business of the Council shall be conducted in the following order:

- A. Roll call.
- B. Approval of minutes of previous meeting.
- C. Communications.
- D. Public hearings.
- E. Public comments regarding report of City Manager and items of old business and new business.
- F. Comments from the Council.

- G. Report of City Manager.
 - H. Old business.
 - I. New business.
 - J. Public comments regarding general matters of City business.
 - K. Further comments from the Council.
- [1] *Editor's Note: This ordinance provided that it would take effect at the next City Council meeting subsequent to its adoption.*

§ 20-4. Sergeant at Arms.

The Chief of Police shall be the Sergeant at Arms of the Council and shall attend all of its meetings.

§ 20-5. Record of vote on ordinances; date of passage.

The City Clerk shall attach to every ordinance passed by the Council the names of the Councilmen voting in the affirmative and the negative and the date of its passage.

§ 20-6. Recording and filing of ordinances; proof of publication.

All ordinances passed by the Common Council shall be recorded by the City Clerk in a proper book or books, with indexes. The originals shall be filed in the City Clerk's office, and due proof of the publication of all ordinances requiring publication, by the certificate of the publisher or printer, shall be procured by the Clerk and attached thereto or written and attested upon the face of the record of such ordinance.

§ 20-7. When ordinances effective.

[Amended 6-13-1988 by L.L. No. 4-1988]

All ordinances shall take effect immediately upon their publication, unless an ordinance shall otherwise specify the time when it shall go into effect.

§ 20-8. Official newspaper.

[Amended 10-13-1992 by Ord. No. 22-92; 10-13-1998 by Ord. No. 17-98; 6-14-1999 by Ord. No. 2-99^[1]; 4-22-2002 by Ord. No. 11-2002]

The Mid-Hudson Times, The Sentinel and the Hudson Valley Press shall be the official newspapers of the City. All notices and advertisements published by direction of the Council shall be published in all said official newspapers.

[1] *Editor's Note: This ordinance provided that it would take effect 7-1-1999.*

Agenda Item 18.

Towing of Vehicles