



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
SESION GENERAL DEL CONSEJAL  
May 26, 2015  
7:00 p.m.

Mayor: /Alcaldesa

1. Prayer/ *Oración*
2. Pledge of Allegiance/ *Juramento a la Alianza*

City Clerk: / Secretaria de la ciudad:

3. Roll Call/ *Lista de asistencia*

Presentation:

4. Certificates of Achievement will be presented to the Newburgh Rowing Club and Coaches Leif Stepakoff and Ed Kennedy for their outstanding achievement and commitment to the City of Newburgh.

Communications: / Comunicaciones:

5.
  - a. Approval of the minutes of the meeting of May 11, 2015  
*Aprobación del acta de la reunión del 11 Mayo de 2015*
  - b. City Manager Update  
*Gerente de la Ciudad pone al día la audiencia de los planes de cada departamento.*
  - c. Comptroller's Monthly Financial Summary Report.

Comments from the public regarding the agenda:

*Comentarios del público con respecto a la agenda:*

Comments from the Council regarding the agenda:

*Comentarios del Consejo con respecto a la agenda:*

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

6. Resolution No. 113-2015

A resolution to authorize the conveyance of real property known as 1 Wright Street (Section 13, Block 3, Lot 29) at private sale to Michael and Joanne Debellis for the amount of \$1,300.00. *(Deirdre Glenn)*

*Una resolución para autorizar el convenio de bienes raíces conocido como 1 de la calle Wright (sección 13, Bloque 3, lote 29) en una venta privada a Michael y Joanne Debellis por la cantidad de \$1,300.00*

7. Resolution No. 114-2015

A resolution authorizing an extension of the option period provided in the option to purchase agreement with Newburgh Commercial Development Corp. for the sale and redevelopment of real property known as 86 Wisner Avenue (Section 26, Block 1, Lot 59.1) and 68 Wisner Avenue rear (Section 26, Block 1, Lot 86) with a proposed purchase price of \$68,000.00. *(Deirdre Glenn)*

*Una resolución autorizando una extensión al periodo de opción previsto en el acuerdo de la opción de compra con la Corporación de Desarrollo Comercial de Newburgh por la venta y reconstrucción de bienes raíces conocido como 86 de la avenida Wisner (Sección 26, Bloque 1, Lote 59.1) y 68 del trasero de la avenida Wisner (Sección 26, Bloque 1, Lote 86) el precio de compra propuesto de \$68,000.00*

8. Resolution No. 115-2015

A resolution authorizing the City Manager to apply for and accept if awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the 2015 Bulletproof Vest Partnership in the amount of \$20,000.00 with a fifty percent match to be paid out of police funds. *(Acting Chief Cameron)*

*Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una beca de la Agencia del Departamento de Justicia de los Estados Unidos de Asistencia de Justicia bajo la Cooperativa de Chalecos Contra Balas del 2015 en la cantidad de \$20,000.00 con un equivalente de 50 por ciento pagados de fondos de la policía.*

9. Resolution No. 116 – 2015

A resolution amending the 2015 Personnel Analysis Book authorizing a change in job title from Account Clerk to Land Use Board Secretary in the Code Compliance Bureau. *(Deirdre Glenn, Michelle Kelson and John Aber)*

*Una resolución enmendando el Libro de Análisis de Personal del 2015 autorizando in cambio de título en la posición de Oficinista de Cuentas a Secretaria del Panel del Uso de Terreno en la Agencia de Código de Compliance*

10. Resolution No. 117-2015

A resolution approving a sales tax agreement between the County of Orange, Cities of Newburgh, Middletown and Port Jervis for 2016 through 2021.

*(John Aber)*

*Una resolución aprobando un acuerdo de impuesto de ventas entre el Condado de Orange, las Ciudades de Newburgh, Middletown y Port Jervis desde 2016 hasta el 2021.*

11. Resolution No. 118-2015

A resolution authorizing the City Manager to accept a donation of sunscreen from Walgreens for use at the aquatic center during the summer season. *(Councilwoman Holmes)*

*Una resolución autorizando al Gerente de la Ciudad a aceptar donación de bloqueador de sol de Walgreens para el uso del centro acuático durante la temporada de verano.*

12. Resolution No. 119-2015

A resolution authorizing the City Manager to execute a payment of claim with Aamir Mumtaz in the amount of \$3,113.75.

13. Resolution No. 120 -2015

A resolution authorizing the City Manager to execute a payment of claim with Rodrigo Gonzalez in the amount of \$10,704.44.

14. Resolution No. 121-2015

A resolution authorizing the City Manager to execute a payment of claim With James Holland in the amount of \$9,500.00.

15. Resolution No. 122-2015

A resolution authorizing the City Manager to execute a payment of claim with Marvin Meade in the amount of \$10,921.47.

16. Resolution No. 123-2015

A resolution authorizing the City Manager to execute a payment of claim With Joshua McNeil in the amount of \$35,000.00.

17. Resolution No. 124-2015  
A resolution to authorize the re-purchase of real property known as 4 Carson Avenue (Section 46, Block 6, Lot 5) at private sale to Joseph Holdren.
18. Resolution No. 125-2015  
A resolution to authorize the re-purchase of real property known as 63 Beacon Street (Section 48, Block 6, Lot 3) at private sale to Jeffrey Normil
19. Resolution No. 126-2015  
A resolution to authorize the re-purchase of real property known as 71 Carson Avenue (Section 45, Block 7, Lot 1) at private sale to Jeffrey Jendreski.
20. Resolution No. 127-2015  
A resolution to authorize the repurchase of real property known as 30 Dubois Street (Section 30, Block 1, Lot 42) at private sale to Kermit Garriques.
21. Resolution No. 128-2015  
A resolution supporting the grant application of ATEMA Architecture, E-Design Dynamics, and the big future group for their street creeks green infrastructure project and the inclusion of the City of Newburgh for the design and feasibility of A Street Creeks Stormwater Pilot Project

Old Business: / Asuntos Pendientes:

New Business: / Nuevos Negocios:

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

Further Comments from the Council: / Nuevas observaciones del Consejo:

Adjournment: / Aplazamiento:

RESOLUTION NO.: 113 - 2015

OF

MAY 26, 2015

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 1 WRIGHT STREET (SECTION 13, BLOCK 3, LOT 29) AT PRIVATE SALE TO MICHAEL AND JOANNE DEBELLIS FOR THE AMOUNT OF \$1,300.00**

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 1 Wright Street, being more accurately described as Section 13, Block 3, Lot 29 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 July 24, 2015, being sixty (60) days from the date of this resolution; and

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
1 Wright Street	13 - 3 - 29	Michael and Joanne DeBellis	\$1,300.00

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

## 1 Wright Street, City of Newburgh (13-3-29)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. 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.
6. 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.
7. 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.
8. 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 July 24, 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.

9. 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.
10. 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.
11. 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.**
12. 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.
13. 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.
14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

Resolution Information:

Michael & Joanne DeBellis, purchaser

\$1,300.00 offer

<u>Property Addresses</u>	<u>Section-Block-Lot</u>
1 Wright St	13-3-29

This is a vacant lot and will extend the backyards of the purchaser's 2 properties. There will be no construction just a clean up of tires, fencing, lawnmowers, generators, etc.

## Property Proposal Summary

**Location:** 1 Wright St.  
**Tax Map Number:** 13-3-29  
**Legal Description:** Vacant Lot  
**Zoning:** R-1  
**Description:** Vacant lot . The lot is 197' x 335'  
**Condition:** Landlocked w/ tires, fencing, lawnmowers, generators, etc.  
**Assessed Value:** \$ 3,400.00  
**Annual Taxes:** \$ 188.10  
**Selling Price:** \$ 340.00 @ 10%  
\$ 680.00 @ 20%  
\$1,020.00 @ 30%

**The city acquired this property: February 2015**

### Offer Information:

**Name:** Michael & Joanne DeBellis  
**Offer Price:** \$ 1,300.00  
**Construction Estimate:** No construction  
**Proof of Financing:** Citizens Bank \$5,029.78  
**Comment:** The DeBellis's currently owns 2 properties on this street. Acquiring this property and cleaning it up will allow for a larger back yard (for both properties) for their tenants children to play in.



RESOLUTION NO.: 114 - 2015

OF

MAY 26, 2015

**A RESOLUTION AUTHORIZING AN EXTENSION OF THE OPTION PERIOD PROVIDED IN THE OPTION TO PURCHASE AGREEMENT WITH NEWBURGH COMMERCIAL DEVELOPMENT CORP. FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY KNOWN AS 86 WISNER AVENUE (SECTION 26, BLOCK 1, LOT 59.1) AND 68 WISNER AVENUE REAR (SECTION 26, BLOCK 1, LOT 86) WITH A PROPOSED PURCHASE PRICE OF \$68,000.00**

**WHEREAS**, by Resolution No. 245-2013 of November 25, 2013, the City Council authorized the preparation and execution of an Option to Purchase Agreement with Newburgh Commercial Development Corp. for real property commonly known as 86 Wisner Avenue and 68 Wisner Avenue Rear, being more accurately described as Section 26, Block 1, Lots 59.1 and 86, respectively, on the Official Tax Map of the City of Newburgh; and

**WHEREAS**, the parties acknowledge that the requirements of the New York State Department of Environmental Conservation (“NYSDEC”) which mandate that no final sale of properties eligible for Environmental Restoration Program (“ERP”) funding be concluded until and unless such remediation be satisfactorily completed and the properties be re-assessed; and

**WHEREAS**, the completion of the ERP remediation requirements extended beyond the one-year option period provided for in the Option to Purchase Agreement; and

**WHEREAS**, the parties wish to extend the time of the Option Period provided in the Option to Purchase Agreement in substantially the form attached hereto and the same being in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute an Addendum to the Option to Purchase Agreement extending the time of the Option Period, in substantially the same form as annexed hereto and made a part hereof, with such other terms and conditions as may be required by Corporation Counsel, with Newburgh Commercial Development Corp., and other related documents as may be required to complete the sale of the real property.

RESOLUTION NO.: 115 - 2015

OF

MAY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM  
THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE  
UNDER THE 2015 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF  
\$20,000.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS**

**WHEREAS**, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2015; and

**WHEREAS**, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

**WHEREAS**, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

**WHEREAS**, the amount of such grant award is \$20,000.00 with a fifty (50%) percent match to be paid for out of Police funds; and

**WHEREAS**, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2015 Bulletproof Vest Partnership in the amount of \$20,000.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



# City of Newburgh

## GRANT APPLICATION FORM

### Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

**NOTE: All fields are required unless marked "OPTIONAL."**

### SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Bulletproof Vest Partnership (BVP) 2015	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Acting Chief Cameron
NAME OF GRANT/NAME OF AWARDING AGENCY: United States Department of Justice	GRANT SUBMITTAL DATE: 05/13/2015	AMOUNT OF AWARD: Up to \$20,000.00, based upon balance of funds remaining in BVP account.
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: 50% of cost of vest	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

#### PROJECT PLAN:

Scope of Project: The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. BVP program funds may only be used to help defray the costs of National Institute of Justice (NIJ) - approved vest makes and models. Any ballistic or stab vest meeting applicable NIJ standards is eligible for funding.

Key Stakeholders: City of Newburgh Police Department

Project Timeline: (ex. Dates) Application due 05/13/2015, Funds awarded in Summer, 2015.



# City of Newburgh

## GRANT APPLICATION FORM

<b>SECTION B. FOR REVIEW BY CITY COMPTROLLER</b>
GRANT MATCH REQUIREMENT REVIEWED? <u>YES</u> /NO:
COMMENTS: <u>50%</u>
IN-KIND SERVICES REQUIREMENT REVIEWED? <u>YES</u> /NO
COMMENTS: <u>50% match</u>
STAFFING ISSUES REVIEWED? YES/NO:
COMMENTS: <u>N/A</u>
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? <u>YES</u> /NO
CITY COMPTROLLER SIGNATURE: <u>[Signature]</u>
DATE: <u>5/12/15</u>
NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.
<b>SECTION C: FOR REVIEW BY CITY MANAGER</b>
→ APPROVED BY CITY MANAGER? <u>YES</u> /NO
CITY MANAGER SIGNATURE: <u>[Signature]</u>
DATE: <u>5/12/15</u>
<b>SECTION D: FOR REVIEW BY CORPORATION COUNSEL</b>
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO



# City of Newburgh

## GRANT APPLICATION FORM

<b>CORPORATION COUNSEL SIGNATURE:</b> _____ <i>[Handwritten Signature]</i>
<b>DATE:</b> _____ <i>5/13/15</i>
<b>DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:</b> _____ <i>5/15/15 for 5/21/15 W-S.</i> <i>5/26/15 Council Meeting</i>

## New Resolutions

<b>Department:</b>	Police
<b>Grantor:</b>	Bureau of Justice Assistance (BJA)
<b>Name of Grant:</b>	Bulletproof Vest Partnership FY 2015
<b>Grant Description:</b>	The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. BVP is a critical resource for state and local jurisdictions that saves lives.
<b>Purpose:</b>	(see above)
<b>Additional:</b>	BVP program funds may only be used to help defray the costs of National Institute of Justice (NIJ) - approved vest makes and models. Any ballistic or stab vest meeting applicable NIJ standards is eligible for funding.
<b>Amount:</b>	\$20,000.00/Award based on sliding scale
<b>Match:</b>	50%/Paid for out of Police Funds



**Notice: Critical Program Information** (Click here.)

[Home](#) | [Login](#) | [Site Map](#) | [Contact Us](#)

## Bulletproof Vest Partnership

LOGIN

3 EASY STEPS

PROGRAM RESOURCES

OTHER RESOURCES

FAQs

## Body Armor Safety Initiative

NEWS

CURRENT ACTIVITIES

OFFICIAL STATEMENTS

SUMMIT INFORMATION

BODY ARMOR RESOURCES

FAQs

## Bulletproof Vest Partnership



The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

**ONE MILLION BVP VESTS:** Since 1999, the BVP program has awarded more than 13,000 jurisdictions, a total of \$393 million in federal funds for the purchase of over one million vests (1,197,348 as of December, 2014). BVP is a critical resource for state and local jurisdictions that saves lives. Based on data collected and recorded by BJA staff, in FY 2012, protective vests were directly attributable to saving the lives of at least 33 law enforcement and corrections officers, in 20 different states, an increase 13.7% over FY 2011. At least 14 of those life-saving vests had been purchased, in part, with BVP funds.

**New:** The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2015 BVP application funding period. **Applications for FY 2015 BVP funds will be accepted beginning April 1, 2015. All applications must be submitted online by 6:00 pm (Eastern Time), May 13, 2015.**

The complete list of FY 2014 BVP awards can be viewed [here](#).

The complete list of FY 2013 BVP awards can be viewed [here](#).

**Documentation Requirement:** Grantees are required to keep documentation to support the BVP vest application and payment requests for at least a three year period.

**Other Federal Funds:** Justice Assistance Grant (JAG) funds or other federal funding sources may not be used to pay for that portion of the bullet proof vest (50%) that is not covered by BVP funds. JAG or other federal funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

### **NEW! UPDATED Mandatory Wear FAQs**

Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefitting from the BVP Program have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any FY 2011 funding can be used by the agency. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. BJA strongly encourages

## Body Armor Safety Initiative



**Body Armor Safety Initiative - An Initiative of U.S. Department of Justice.** In response to concerns from the law enforcement community, the Department of Justice (DOJ) announced an initiative to address the reliability of body armor used by law enforcement personnel and to examine the future of bullet-resistant technology and testing. As part of this initiative, the National Institute of Justice (NIJ) has examined Zylon®-based bullet-resistant vests (both new and used) and is reviewing the process by which bullet-resistant vests are certified.

### **Current National Institute of Justice Body Armor Standard 0101.06**

#### **NEW 10-24-13: NIJ Advisory Notice**

- [Safariland, LLC Models BA-2000S-HP02F and BA-2000S-SX01F](#)
- [American Body Armor Models BA-2000S-HP02F and BA-2000S-SX01F](#)
- [Second Chance Models BA-2000S-HP02F](#)

**Body Armor Labels: When In Doubt .... Check It Out** ([Click here for additional information](#))

### **Closed NIJ Advisory Notices and Safety Notices**

#### **Previous National Institute of Justice Body Armor Alerts**

#### **8-4-14: NIJ Advisory Notice**

- [Force One Model ASL2](#)

#### **6-28-13: NIJ Advisory Notice**

- [Safariland, model 2220-1](#)

#### **6-13-13: NIJ Advisory Notice**

- [Pacific Safety Products Inc. Ballistic Body Armor Model 06UG2A8H](#)

#### **4-17-2013: NIJ Safety Notice**

- [Point Blank Body Armor, model CB-S2-BII](#)
- [Point Blank Body Armor, model CB-S3-BIIIA-2](#)

### **National Institute of Justice Body Armor Safety Initiative Website**

### **Body Armor Safety Initiative Archive**

**\*\*All media contacts should be directed to the [Office of Justice Programs, Office of Communications](#).**

agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy. This policy change was announced in October 2010 by Attorney General Holder after consulting with and receiving input from the law enforcement community.

The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email [vests@usdoj.gov](mailto:vests@usdoj.gov).

For additional information regarding this new BVP program requirement, click [here](#).

For immediate assistance, please call us toll-free at 1-877-758-3787. You may also reach us by email at [vests@usdoj.gov](mailto:vests@usdoj.gov)

## **Updated Frequently Asked Questions (FAQs) for the BVP Program Mandatory Wear Requirement**

**April 1, 2014**

*The frequently asked questions and responses below replace previous versions of this document and were developed to provide additional guidance to the law enforcement community based on questions received by BJA to date.*

In October 2010 and again in March 2011, the Attorney General announced that DOJ's Bulletproof Vest Partnership (BVP) program will include a new application requirement to ensure that agencies receiving funding for reimbursement of body armor purchases have a written mandatory wear policy for uniformed patrol officers, in place when the FY 2011 BVP applications are submitted.

The following guidance is provided to agencies applying for BVP funding in FY2013:

**Q. Why is a mandatory wear requirement necessary?**

A. First and foremost, the new requirement is intended to promote the use of body armor in order to reduce line-of-duty deaths among law enforcement officers. Second, this new requirement will ensure that vests purchased through the BVP program will be used. This is particularly important given that many agencies and officers cannot afford total cost of protective vests and BVP funding has been insufficient to reimburse all applicants the maximum 50% for all requested vests. Because of this, BJA desires to ensure that all vests purchased with federal BVP funding will be used to the maximum benefit in protecting officers.

**Q. Isn't this policy requirement best left to local law enforcement agencies to decide?**

A. BJA is implementing a policy requirement to reduce line of duty deaths and disabling injuries and to ensure that taxpayer funding, appropriated by Congress specifically for body armor to protect officers, is spent wisely and that the armor is used in the field. This requirement was carefully written to ensure that local law enforcement agencies maintain significant discretion in how this requirement is met locally.

**Q. Does this requirement pertain to all DOJ funding that may be used for body armor?**

A. This requirement is specific to the Bulletproof Vest Partnership Program and the Justice Assistance Grant Program (JAG) administered by BJA.

**Q. Does this requirement pertain to BVP funding awarded in prior years, i.e., FY2010 and prior?**

A. No, the requirement only pertains to FY2011 and future funding, consistent with appropriations.

**Q. When must the policy be in effect?**

A. The written "mandatory-wear" policy must be in effect as of the date the jurisdiction submits its FY 2011 application for BVP funds. Each jurisdiction will need to "Certify" during the application process, that it has a written mandatory wear policy for all uniform law enforcement officers. The policies will not need to be submitted with the BVP application, but said policies will be subject to

random review and verification. In order to meet the requirement of the BVP program, all policies must bear the date that the policy was enacted.

**Q. What is meant precisely by "while engaged in patrol or field operations"? Who does that cover?**

A. This language was included in order to demonstrate that BJA recognizes that some officers in uniform assignments may not always be in situations or environments where they are at risk of being involved in violent encounters. The BVP requirement will not be expanded beyond this language and local agencies may decide how they wish to implement the mandatory wear requirement within their agency. BJA takes no position on agency interpretations so long as the local policy does not serve to eliminate the requirement all together for all officers.

**Q. Does this apply to officers who are uniformed, but who are in administrative or support positions that do not regularly engage in police action?**

A. As noted above, local agencies may decide what, if any, exceptions should be in place within the mandatory wear policy for uniformed officers.

**Q. Can a Chief/Commander have authority to grant exceptions to mandatory wear policy within the agency?**

A. Yes, agencies can provide exceptions for individuals, assignments, organizational units, climate-related situations and other factors that may be determined necessary at the local level.

**Q. Can an agency exempt an officer for documented medical reasons?**

A. Yes.

**Q. If an officer is injured/killed in line of duty and was NOT wearing a vest as required by policy, would they risk losing Federal benefits?**

A. No blanket policy or automatic disqualification shall be implemented regarding this policy and its effects on federal death, disability or educational benefits through the Public Safety Officers Benefits Program (PSOB).

**Q. Does the requirement pertain to correctional agencies and other law enforcement agencies that do not have a traditional "street patrol" function or that have uniformed officers in specialized non-"street patrol" functions, such as jails, civil process service, school resource, security?**

A. The mandatory wear policy requirement applies to all agencies that apply for funding through the BVP program, however agencies have discretion in determining which types of specialized functions may be excepted from the mandatory wear requirement or how/when this would be done.

**Q. Where can I get a copy of a sample model policy?**

A. Law enforcement agency administrators and jurisdiction CEOs can obtain a copy of the Body Armor Model Policy and Issues Paper, developed by the International Association of Chiefs of Police (IACP) by contacting the BVP Help Desk at 1-877-758-3787 or by email at [vests@usdoj.gov](mailto:vests@usdoj.gov).

RESOLUTION NO.: 116-2015

OF

MAY 26, 2015

**A RESOLUTION AMENDING THE 2015 PERSONNEL ANALYSIS BOOK  
AUTHORIZING A CHANGE IN JOB TITLE FROM ACCOUNT CLERK  
TO LAND USE BOARD SECRETARY IN THE CODE COMPLIANCE BUREAU**

**WHEREAS**, the 2015 Personnel Analysis Book included an additional Account Clerk position in the Code Compliance Bureau for the purpose of implementing the central permitting recommendation of the Pace University Land Use Law Center Streamlining Newburgh's Land Use Process Report as adopted by the City Council by Resolution No. 87-2012 of June 18, 2012; and

**WHEREAS**, the City staff has recommended to this Council that the position of Account Clerk be changed to the title of Land Use Board Secretary to ensure that the central permitting recommendation is implemented appropriately to improve the land use application and approval process in the City of Newburgh; and

**WHEREAS**, the job title of Land Use Board Secretary has been reviewed and approved by the City of Newburgh Civil Service Commission; and

**WHEREAS**, the change in job title of such position requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2015;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2015 be and is hereby amended to provide for a change in title from Account Clerk to Land Use Board Secretary within the Code Compliance Bureau for the purposes of implementing the central permitting recommendation of the Pace University Land Use Law Center Streamlining Newburgh's Land Use Process Report.

RESOLUTION NO.: \_\_\_\_\_ 117 \_\_\_\_\_ - 2015

OF

MAY 26, 2015

**A RESOLUTION APPROVING A SALES TAX AGREEMENT  
BETWEEN THE COUNTY OF ORANGE, CITIES OF NEWBURGH,  
MIDDLETOWN AND PORT JERVIS FOR 2016 THROUGH 2021**

**WHEREAS**, the County of Orange has imposed a Sales and Compensating Use Tax pursuant to the authority granted to the County by the State of New York; and

**WHEREAS**, Article 28 and 29 of the Tax Law of the State of New York authorize cities to impose their own Sales and Compensating Use Taxes, subject to certain priorities and preemptive rights set forth in the Tax Law of the State of New York; and

**WHEREAS**, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2011 to February 29, 2016; and

**WHEREAS**, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have now agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2016 to February 28, 2021;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Manager of the City of Newburgh is hereby authorized and directed to enter into and sign on behalf of the City of Newburgh the attached agreement for the distribution of the Orange County Sales and Compensating Use Tax in the form agreed to by all the parties; and

**BE IT FURTHER RESOLVED**, that the City of Newburgh agrees not to preempt the County Sales and Compensating Use Tax during the term of the agreement.

AGREEMENT

THIS AGREEMENT, made this    day of February, 2015, BETWEEN

COUNTY OF ORANGE

AND

CITY OF NEWBURGH

AND

CITY OF MIDDLETOWN

AND

CITY OF PORT JERVIS,

all being municipal corporations

of the State of New York;

WITNESSETH:

WHEREAS, the COUNTY OF ORANGE has imposed a Sales and Compensating Use Tax pursuant to the laws of the State of New York, and

WHEREAS, Article 29 of the Tax Law of the State of New York authorizes municipalities to impose certain taxes on retail sales and other similar transactions and compensating use taxes as therein specified, to be administered by the New York State Tax Commissioner, and further provides certain priorities and preemptive rights for each of the parties, and

WHEREAS, there was in existence an Agreement dated January 10, 2008, by and between the County of Orange, hereinafter referred to as the COUNTY, and the CITY OF NEWBURGH, the CITY OF MIDDLETOWN, and the CITY OF PORT JERVIS, hereinafter referred to as the CITIES: said Agreement by its terms expired February 28, 2011, and

WHEREAS, there is presently in existence an Agreement dated December, 2010 by and between the COUNTY, and the CITIES which, by its terms is set to expire February 29, 2016; and

WHEREAS, the parties hereto acknowledge that for due and sufficient consideration acknowledged by them they wish to enter into and execute this Agreement and to be bound by the terms hereof; and

WHEREAS, by resolutions duly adopted by the governing bodies of the COUNTY and each of the three CITIES these municipalities have agreed upon a plan for the COUNTY to distribute a portion of the COUNTY's revenues from its Sales and Compensating Use Taxes to the CITIES and to the Towns and the Villages in Orange County, for the period March 1, 2016 to February 28, 2021; and

WHEREAS, the Charters, laws and resolutions adopted by the governing bodies of each of the three CITIES and by the Orange County Legislature authorize the Chief Elected Official or the City Manager of each of the party-municipalities hereto to execute this Agreement on behalf of each of them;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. The County shall continue to impose the taxes described in **Section 1210(a)** of the Tax Law of the State of New York at a rate of three percent (3%) or, at its option, at a greater rate (presently 3 <sup>3</sup>/<sub>4</sub>%) as may be authorized by the State Legislature and County subject to the terms hereinbelow during the term of this Agreement.

2. The term of this Agreement shall be from March 1, 2016 until February 28, 2021.

3. The implementation of the distribution formula contained herein and the distributions of the respective portions of the County Sales and Compensating Use Taxes to all the local municipalities by the COUNTY are contingent upon the CITY OF NEWBURGH, the CITY OF MIDDLETOWN, and the CITY OF PORT JERVIS, all hereby agreeing to and actually forbearing from preempting the County Sales and Compensating Use Taxes during the period of this Agreement. By entering into this Agreement each of the CITIES agrees to refrain from imposing any Sales and Compensating Use Taxes authorized by Section 1210 of the New York State Tax Law or elsewhere, except that the CITIES can impose sales taxes described in Section 1105 (b) and related compensating use taxes in Section 1110 of the Tax Law, as authorized by Section 1210 (b) of such law, which a city has a prior right to impose pursuant to Section 1224

(b)(1) of such law.

4. The CITY OF NEWBURGH has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Newburgh, authorized its City Manager to execute this Agreement and has also agreed not to preempt the County Sales and Compensating Use Tax during the period of this Agreement. The CITY OF MIDDLETOWN has, by Charter, law and/or resolution, duly adopted by the Common Council of the City of Middletown, authorized its Mayor to execute this Agreement and has also agreed not to preempt the County Sales and Compensating Use Taxes during the period of this Agreement. The CITY OF PORT JERVIS has, by Charter, law and/or resolution, duly adopted by the City Council of the City of Port Jervis, authorized its Mayor to execute this Agreement and has also agreed not to preempt the County Sales and Compensating Use Taxes during the period of this Agreement. Provided that each CITY can preempt the COUNTY's Sales and Compensating Use Taxes by imposing the sales taxes described in Section 1105(b) and related compensating use taxes in Section 1110 as authorized by Section 1210(b) of the Tax Law

5. The distributions made by the COUNTY hereunder are to be based upon the monies generated by the present 3 3/4% (three and three quarters percent) Orange County Sales and Compensating Use Taxes less the expenses of the Commissioner of Taxation and Finance for administration and collection and amounts withheld for refunds. The expenses of the Commissioner of Taxation and Finance and amounts withheld for refunds shall be deducted from the gross receipts prior to the payment to the County by the State Comptroller pursuant to Tax Law section 1261 or other applicable law, and the remainder shall be the COUNTY's "net collections," as such term is defined in Tax Law Section 1262(f).

6. For the term of this contract, the COUNTY's net collections shall be retained by the COUNTY or allocated and disposed of as follows:

A. The COUNTY shall retain seventy-three and six hundred sixteen thousandths per cent (73.616%) of the COUNTY's net collections for county purposes.

B The COUNTY shall allocate and distribute twenty-six and three hundred eighty four thousandths percent (26.384%) of net collections from the three and three quarters percent (3 3/4%) tax shall be distributed to the CITIES, Towns and Villages as -follows:

B.

1. Thirty-two and five hundred twenty five thousandths percent (32.525%) thereof to the CITIES.

2. Sixty-seven and four hundred seventy—five thousandths percent (67.475%) thereof to the Towns .

C. For the term of this agreement, the amount to be distributed to the three CITIES (32.525% of 26.384% of the sales tax revenues as generated by the three and three quarters percent (3 3/4%) tax described herein) shall be divided among them according to the following percentages:

Newburgh	43.883
Middletown	42.696
Port Jervis	13.421

D. The monies allocated to the Towns located within the County of Orange shall be divided among them based upon their respective populations, determined in accordance with the latest decennial federal census or special population census taken pursuant to Section Twenty of the General Municipal Law completed and published prior to the end of the quarter for which the allocation is made, which the allocation is made, which special census must include the entire area of the

County. Provided where a Village elects a direct cash payment provided in Section 1262(c) of the Tax Law, the amount to be paid to such village shall be determined by the ratio that the population of such village or portion thereof within the town in which such village is located bears to the total population of the entire town, determined in accordance with the latest decennial federal census or special population census taken pursuant to Section Twenty of the General Municipal Law completed and published prior to the end quarter for which the allocation is made, which special census must include the entire area of the County, except that, if the Village of Highland Falls elects a direct cash payment as provided in the second to last unnumbered paragraph of Section 1262 (c), the amount to be paid it shall be determined by the ratio that the full valuation of real property in the Village bears to the full valuation of the entire Town of Highlands.

7. The amounts to be allocated to the CITIES, Towns and Villages shall be calculated quarterly during the term of the Agreement based upon the amount of sales tax revenue generated by the three and three quarters percent (3 3/4%) tax as described herein during the previous quarter.

8. The distribution to the municipalities will be made on or about the 30th day of January, April, July and October of each year covered by this Agreement. The first such payment shall be made on or about April 30, 2016.

9. It is the present intention of the parties hereto that they renegotiate a continuation of this Agreement in the future. The parties therefore agree to commence negotiations for a new Agreement on or about March 1, 2019. In the event a renegotiated Agreement or such other agreement is not reached on or before February 28, 2020, then any of the CITIES that are parties to this Agreement shall notify the County pursuant to Section 1223 of the Tax Law of the State of its intention to adopt legislation imposing a City Sales Tax as permitted by law, such tax to become effective as of March 1, 2021. The purpose of this clause is to enable the CITIES to collect a continuous stream of revenue from the Sales Tax at the end of the term of this Agreement with minimal interruption.

10. The parties recognize that the New York State Legislature has enacted legislation which currently authorizes the COUNTY an additional  $\frac{3}{4}\%$  rate Sales Tax rate above the the COUNTY's three (3%) percent and the COUNTY imposes such "Additional Tax" for a current total COUNTY rate of  $3\frac{3}{4}\%$ . Notwithstanding anything to the contrary provided elsewhere in this AGREEMENT, if the current  $3\frac{3}{4}\%$  sales and compensating use tax (the "rate") is ever changed, then the reduced or increased rate shall be immediately substituted for the  $3\frac{3}{4}\%$  rate presently in effect (or any rate then presently in effect) and the sharing formula set forth in Paragraph 6 of this AGREEMENT shall be adjusted to reflect the new rate. For example, if the county sales and compensating use tax were reduced from the present  $3\frac{3}{4}\%$  to 3%, then the CITIES, and Towns, would receive 26.384% of net collections from the 3% rate and if the county sales and compensating use tax were increased from the present  $3\frac{3}{4}\%$  to 4%, then the CITIES and Towns would receive 26.384% of net collections from the 4% rate minus any administrative or other costs as described herein instead of receiving 26.384% of the  $3\frac{3}{4}\%$  as is presently the case. Villages may receive their shares as otherwise provided for herein and in applicable State Law. Net collections from such additional tax that are not required to be paid to the CITIES, and Towns and Villages as described herein shall be retained by the COUNTY for county purposes.

11. PARAGRAPH 11 LEFT INTENTIONALLY BLANK.

12. In the event New York State assumes responsibility for funding or paying out of State funds the COUNTY'S Medicaid expenses, or in the event there is any other action taken by the State of New York whereby the State assumes a responsibility and an expense of the COUNTY and in exchange therefore the State retains a portion of the COUNTY's net collections that are the subject of this Agreement, the rights of the parties will be affected pursuant to the terms of this paragraph. If the COUNTY's expense for the program taken over by the State equals or exceeds the amount of COUNTY's net collections retained by the State, then the COUNTY shall continue to distribute to the other municipalities twenty-six and three hundred eighty four thousandths percent (26.384%) of the sales tax revenue generated by the three percent (3%) tax even though the COUNTY may no longer be receiving seventy-three and six hundred sixteen thousandths percent (73.616%) of the original amount of such revenues. If the COUNTY's

expense for the program taken over by the State is less than the amount of COUNTY's net collections retained by the State, then the net loss suffered by the COUNTY shall be shared by the COUNTY, the CITIES, the Towns and the Villages in the same proportion as that by which the revenues are retained and distributed.

13. In the event that a City, Town or Village incurs a monetary debt or obligation to the County, and said debt or obligation remains outstanding for one year after it has become due and owing to the County, following good faith discussions with the County to satisfy the debt or obligation, then the County is authorized to deduct an amount equal to the outstanding amount of such debt or obligation, including statutory interest and penalties, if applicable, from that municipality's share of COUNTY net collections due that municipality as provided in this Agreement. Such deductions shall be from the payment scheduled to be made next following the one year anniversary of the date the debt or obligation accrued, and from each successive share otherwise due to the municipality until the debt or obligation has been paid in full. A municipality may request of the County that the payments be paid in installments for a period not to exceed three years, which request shall not be unreasonably denied.

14. The parties wish to express their intent to continue the terms of the prior AGREEMENT (the one in existence at the time this AGREEMENT is entered into) and in the event interpretation of this AGREEMENT is necessary, the prior agreement referenced in the fourth "WHEREAS" clause above shall be used to interpret the intentions of the Parties to the extent necessary. The changes to this AGREEMENT in comparison to the prior agreement are intended to recognize the COUNTY's current sales and compensating use tax rate (County rate, not including the State rate or the rate imposed as a result of being in the Metropolitan Commuter Transportation District) as currently being 3 ¾%, not the referenced 3% in the prior agreement and are also intended to develop a contingency in the event the County sales tax rate ever changes (either by increase or decrease) from the present rate of 3 ¾% to ensure that the parties respective percentage shares of the Rate, whatever they may be, and whatever such rate actually is, are continued as the same percentages of the new rate, except as otherwise provided in this Agreement.

15. The PARTIES further agree to submit this Agreement for any necessary approvals of the

State or any officer, agency, or department thereof and if it is not approved the PARTIES shall expeditiously renegotiate this AGREEMENT and leave any present AGREEMENT which is valid in force and effect for a period of one year pending such renegotiation.

This agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

COUNTY OF ORANGE

BY: \_\_\_\_\_

STEFAN, "Steve" NEUHAUS, COUNTY EXECUTIVE

CITY OF MIDDLETOWN

BY: \_\_\_\_\_

JOSEPH M. DeSTEFANO MAYOR

CITY OF NEWBURGH

BY: \_\_\_\_\_

MICHAEL G. CIARAVINO, , CITY MANAGER

CITY OF PORT JERVIS

BY: \_\_\_\_\_

KELLY DECKER, MAYOR

RESOLUTION NO.: 118 - 2015

OF

MAY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A DONATION OF SUNSCREEN FROM WALGREENS  
FOR USE AT THE AQUATIC CENTER DURING THE SUMMER SEASON**

**WHEREAS**, May is Skin Cancer Awareness Month; and

**WHEREAS**, skin cancer is the most common cancer in the US, and each year there are more new cases of skin cancer than the combined incidence of breast, prostate, lung and colon cancer. Skin cancer can affect anyone, regardless of skin color, gender or age but is highly preventable; and

**WHEREAS**, proper skin protection including the use of a broad spectrum (UVA/UVB) sunscreen with an SPF of 15 or higher can significantly reduce skin cancer risk; and

**WHEREAS**, Walgreens has offered to donate sunscreen to the City of Newburgh for distribution at the Aquatic Center during the summer season as part of a public health awareness and education initiative directed at reducing the incidence of skin cancer; and

**WHEREAS**, this Council has determined that accepting such donation is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to accept a donation of sunscreen from Walgreens for distributing and use during the upcoming summer season at the Aquatic Center, with the sincere thanks of the City Council on behalf of all of the residents of the City of Newburgh.

RESOLUTION NO.: 119 - 2015

OF

MAY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A PAYMENT OF CLAIM  
WITH AAMIR MUMTAZ IN THE AMOUNT OF \$3,113.75**

**WHEREAS**, Aamir Mumtaz brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Three Thousand One Hundred Thirteen and 75/100 (\$3,113.75) Dollars in exchange for a release to resolve all claims among them; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Aamir Mumtaz in the total amount of Three Thousand One Hundred Thirteen and 75/100 (\$3,113.75) Dollars and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 120 - 2015

OF

MAY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A PAYMENT OF CLAIM  
WITH RODRIGO GONZALEZ IN THE AMOUNT OF \$10,704.44**

**WHEREAS**, Rodrigo Gonzalez brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Ten Thousand Seven Hundred Four and 44/100 (\$10,704.44) Dollars in exchange for a release to resolve all claims among them; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Rodrigo Gonzalez in the total amount of Ten Thousand Seven Hundred Four and 44/100 (\$10,704.44) Dollars and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 121 - 2015

OF

MAY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A PAYMENT OF CLAIM  
WITH JAMES HOLLAND IN THE AMOUNT OF \$9,500.00**

**WHEREAS**, James Holland brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Nine Thousand Five Hundred Thirteen and 00/100 (\$9,500.00) Dollars in exchange for a release to resolve all claims among them; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of James Holland in the total amount of Nine Thousand Five Hundred Thirteen and 00/100 (\$9,500.00) Dollars and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 122 - 2015

OF

MAY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A PAYMENT OF CLAIM  
WITH MARVIN MEADE IN THE AMOUNT OF \$10,921.47**

**WHEREAS**, Marvin Meade brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Ten Thousand Nine Hundred Twenty-One and 47/100 (\$10,921.47) Dollars in exchange for a release to resolve all claims among them; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Marvin Meade in the total amount of Ten Thousand Nine Hundred Twenty-One and 47/100 (\$10,921.47) Dollars and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 123 - 2015

OF

MAY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A PAYMENT OF CLAIM  
WITH JOSHUA MCNEIL IN THE AMOUNT OF \$35,000.00**

**WHEREAS**, Joshua McNeil brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Thirty-Five Thousand and 00/100 (\$35,000.00) Dollars in exchange for a release to resolve all claims among them; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Joshua McNeil in the total amount of Thirty-Five Thousand and 00/100 (\$35,000.00) Dollars and that the City Manager and the Corporation Counsel be and hereby are authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 124 - 2015

OF

MAY 26, 2015

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF  
REAL PROPERTY KNOWN AS 4 CARSON AVENUE  
(SECTION 46, BLOCK 6, LOT 5)  
AT PRIVATE SALE TO JOSEPH HOLDREN**

**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**, Joseph Holdren, the former owner of 4 Carson Avenue, being more accurately described as Section 46, Block 6, Lot 5 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of 4 Carson Avenue, Section 46, Block 6, Lot 5, to Joseph Holdren be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$10,485.21, no later than June 30, 2015; and

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

RESOLUTION NO.: \_\_\_\_\_125\_\_\_\_\_ - 2015

OF

MAY 26, 2015

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF  
REAL PROPERTY KNOWN AS 63 BEACON STREET  
(SECTION 48, BLOCK 6, LOT 3)  
AT PRIVATE SALE TO JEFFRY NORMIL**

**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**, Jeffry Normil, the former owner of 63 Beacon Street, being more accurately described as Section 48, Block 6, Lot 3 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of 63 Beacon Street, Section 48, Block 6, Lot 3, to Jeffry Normil be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$4,655.61, no later than June 30, 2015; and

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

RESOLUTION NO.: 126 - 2015

OF

MAY 26, 2015

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF  
REAL PROPERTY KNOWN AS 71 CARSON AVENUE  
(SECTION 45, BLOCK 7, LOT 1)  
AT PRIVATE SALE TO JEFFREY JENDREJESKI

**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**, Jeffrey Jendreski, the former owner of 71 Carson Avenue, being more accurately described as Section 45, Block 7, Lot 1 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of 71 Carson Avenue, Section 45, Block 7, Lot 1, to Jeffrey Jendreski be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$1,705.33, no later than June 30, 2015; and

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

RESOLUTION NO.: 127 - 2015

OF

MAY 26, 2015

**A RESOLUTION TO AUTHORIZE THE REPURCHASE OF  
REAL PROPERTY KNOWN AS 30 DUBOIS STREET (SECTION 30, BLOCK 1, LOT 42)  
AT PRIVATE SALE TO KERMIT GARRIQUES**

**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**, Yvonne Garriques, on behalf of Kermit Garriques, the former owner of 30 Dubois Street, being more accurately described as Section 30, Block 1, Lot 42 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

**WHEREAS**, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, for the sum as outlined below and under the terms of sale annexed hereto;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to Kermit Garriques 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 purchase price of \$42,780.28; and that said purchase price must be paid no later than June 30, 2015, and in accordance with said terms and conditions; and

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

## Terms and Conditions of Sale

1. City of Newburgh acquired title to the property known as 30 Dubois Street, more accurately described as Section 30, Block 1, Lot 42 on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcel") in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. The parcel, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the closing.
3. The purchaser shall continue to be responsible for all water, sewer and sanitation charges.
4. The purchase price of the property is \$42,780.28. The purchaser shall pay to the City the purchase price as follows:

A down payment in the amount of \$12,403.92 shall be due on or before June 30, 2015. The down payment shall be payable to the City of Newburgh by **certified check, bank check or money order.**

The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money Second Mortgage and Note for the balance of the purchase price. The Purchase Money Note and Second Mortgage shall be self-amortizing and be in the sum of \$38,230.04 for a term of two years, payable in equal quarterly installments of \$4,778.75 per quarter. The Purchase Money Mortgage shall be subordinate to all liens, encumbrances or mortgages of record that may have existed against this property at the time the City of Newburgh took title in its 2012 In Rem Tax Foreclosure Proceeding by deed dated February 18, 2015 and recorded in the office of the Orange County Clerk on March 5, 2015 in Liber 13856 of Deeds at Page 1289. The Purchase Money Second Mortgage shall contain a late charge for overdue payment. The Note and Second Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty, that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchase enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

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

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

5. Purchaser is advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
6. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
7. All informational tools, such as slides, tax maps, deeds, photos, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. **THE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.**
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. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges that 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. Notice is hereby given that the parcel lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provisions of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
10. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" **by bank check, certified check or money order.**

11. The down payment and all closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office on or before June 30, 2015. **The City is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the down payment shall be forfeited.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefore, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should the purchaser fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the purchaser. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. The purchaser warrants that they are in possession of the parcel and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcel.
13. If the purchaser fails to close title by the close of business on June 30, 2015, then, the City may, but is not obligated to offer the parcel to another purchaser.
14. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees that she shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, she shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during her possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.
15. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.
16. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase

price and closing fees/costs. Purchaser and tenant(s) remain in possession of property until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

17. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
  
18. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
  
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he is 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 nor his assigns shall convey the property until after the date of the deed conveying title to the purchaser. If such conveyance in violation of these terms and conditions, the purchaser understands that he may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

-----  
YVONNE GARRIQUES  
Attorney-in-Fact

Date: \_\_\_\_\_

RESOLUTION NO.: 128 - 2015

OF

MAY 26, 2015

**A RESOLUTION SUPPORTING THE GRANT APPLICATION OF ATEMA ARCHITECTURE, E-DESIGN DYNAMICS, AND THE BIG FUTURE GROUP FOR THEIR STREET CREEKS GREEN INFRASTRUCTURE PROJECT AND THE INCLUSION OF THE CITY OF NEWBURGH FOR THE DESIGN AND FEASIBILITY OF A STREET CREEKS STORMWATER PILOT PROJECT**

**WHEREAS**, Street Creeks, a collaboration between Atema Architecture, eDesign Dynamics, and The Big Future Group, keeps urban waterways clean by preventing combined sewage overflows (CSOs) by emulating natural hydrological and ecological systems in urban environments, using a distributed, de-centralized network of curbside channels and water-cleaning bioswales that treat the "first flush" of polluted surface runoff, and allow the remaining cleaner water to continue downhill; and

**WHEREAS**, Street Creeks is applying for grant funding by the Rockefeller Foundation for the design and feasibility of a stormwater intervention pilot project involving street creeks; and

**WHEREAS**, Street Creeks has identified the City of Newburgh as a potential site for the implementation of the pilot project if a grant award is received; and

**WHEREAS**, there is no cost to the City for its participation, cooperation and support of the grant application and proposed pilot project;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that this Council supports the grant application of Street Creeks to the Rockefeller Foundation for the design and feasibility of a stormwater intervention pilot project involving street creeks in the City of Newburgh.