

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 25, 2011 at 7:00 P.M. in the Council Chambers at City Hall, 3<sup>rd</sup> Floor, 83 Broadway, Newburgh, New York 12550.

The Prayer was led by Mayor Valentine. He asked for a Moment of Silence for the three young children who died tragically almost two weeks ago and to also keep in our Prayers the survivor who has to cope with the aftermath of that tragedy. The Pledge of Allegiance was led by Councilwoman Bell.

Present: Mayor Valentine, presiding; Councilwoman Bell, Councilwoman Bello, Councilman Dillard- 4

Absent: Councilwoman Angelo - 1

Councilwoman Bello moved and Councilman Dillard seconded that the minutes of the regular meeting of April 11, 2011 be approved.

Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine- 4

CARRIED

#### COMMUNICATIONS

Councilwoman Bello moved and Councilman Dillard seconded that the Notices of Claim be referred to Corporation Counsel with power to act.

Ayes- Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine- 4

CARRIED

## PROCLAMATION

### City of Newburgh Arbor Day Proclamation 2011

In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a  
Special day be set aside for the planting of trees.

The holiday, called Arbor Day, was first observed with the planting of  
More than a million trees in Nebraska

Now, Arbor Day is observed throughout the nation and the world.

Trees can reduce the erosion of our precious topsoil by wind and water, lower our heating  
and cooling costs, moderate the temperature, clean the air, produce oxygen and provide  
habitat for wildlife, and wherever they are planted, are  
A source of joy and spiritual renewal

The City of Newburgh is proud to have earned the “Tree City USA” designation; and we  
Are grateful to the Shade Tree Commission for their continuing efforts to enhance the  
economic vitality of our business areas, preserve our natural resources, and educate our  
community about the importance of trees

**Therefore, I, Nicholas J. Valentine, Mayor  
Proclaim April 29, 2011 as  
“Arbor Day” in the City of Newburgh**

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**Nicholas J. Valentine, Mayor**

**John Ledwith, IV, Shade Tree Chairman said that this is our sixth  
year as a Shade Tree City. They have planted a number of trees over the years  
and this Friday they will be planting six more. Anyone wishing to lend a  
helping hand would be greatly appreciated.**

## PRESENTATION

**Tricia Haggerty Wenz, Safe Harbors of the Hudson announced that they  
will be having a Community Cleanup Day on May 7, 2011 from 9:00 am to 1:00  
pm and they will meet at the southwest corner of Broadway and Liberty Street.**

## **PUBLIC HEARING**

Mayor Valentine called for a public hearing that was advertised for this meeting to receive public comment concerning three related pieces of proposed legislation amending the City of Newburgh's Code of Ordinances:

*The purpose of these amendments is to match up the methodology for computing the sewer facility charges with the existing methodology for computing water facility charges in order to facilitate consolidated billing. This is basically an efficiency measure being taken to streamline the billing process.*

- A local law amending the Section 248-1(1) entitled "Imposition Method of Determination"; and
- An ordinance amending Chapter 248-38 entitled "Water Rates; Service"; and
- An ordinance amending Chapter 163 "Fees".

Janet Gianopolous, City of Newburgh said that sometimes methodology does change the dollar amount so she would like to confirm that the annual cost to taxpayers will not change.

Acting City Manager, Richard Herbek said that the former Corporation Counsel looked at some of the case law and recommended these changes. There will be a slight increase of \$0.40 per unit for everyone.

Councilwoman Bell said that they were told in the past that certain payments related to water were not going to cost us any more money.

Mayor Valentine said that this is for sewer and this is a \$0.40 per year change in the sewer facility.

Denise Ribble, City of Newburgh said that the reason for doing this is not just to streamline the billing process but to be consistent with state law and she thinks that the City Council should include this in their rationale. This will cost us more even though we were promised that we would not have any more increases.

Kippy Boyle, Grand Street asked if Corporation Counsel could clarify the draft because she thinks that there is something missing.

Corporation Counsel, Michelle Kelson said that in drafting the ordinance to amend Chapter 163 "Fees" both the amount for subsection 248-

1(A) and 293-38 have to match up. There was a typographical error in the draft that listed each two-family dwelling as being assigned 2.5 units, which is incorrect. The legislation before the City Council tonight states that each single family dwelling will be assigned one unit, each two-family dwelling will be assigned 1.75 units and each three-family dwelling will be assigned 2.5 units. All other properties will be assigned based on \$30,000 of their total assessed value. The computation of the charges is a formula based on the number of units as well as the debt service that the city pays on water and sewer infrastructure. There will be increases or decreases every year depending on what the interest is on the debt service and how many units you have. For the year that is coming up it was \$0.40 across the entire year per unit per property increase. Next year it might be \$0.40, \$0.30 or \$0.20. It could even be \$0.50 but that is not determined by the changes that are happening in this legislation.

There being no one else wishing to speak, this public hearing was closed.

## COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Denise Ribble, City of Newburgh said in regard to Local Law #3-2011, Ordinance #10-2011 and #11-2011 that if anyone has four or more units they will be getting it stuck to them once again. Even though there was methodology by the state she wonders if there is any flexibility in determining the \$30,000.00 assessed value. If so, she suggested that this be tabled until that could be clarified. In regard to resolution #77-2011 she said that in the last lay-off period there were three people in the Codes Department let go and we currently have no one who speaks Spanish in that Department so she wonders if it might be appropriate to change the title to add Spanish speaking. She asked for clarification on the Auction resolutions because there are two separate lists of properties. She asked if someone could provide the total reimbursement that was received by the City in regard to resolution #86-2011.

Michael Gabor, City of Newburgh said in regard to resolutions #80-2011 and #81-2011 that while these properties are in the hands of the City we have an opportunity to do inspections on all of them to survey any problems with them before transferring to new owners who may or may not follow up on that. He also would like clarification on whether the eighteen month reverter clause is still in effect and if not what is. We need to start somewhere. He thinks that this Auction was a bad idea because there were not enough restrictions with regard to rehabilitating these properties. If we don't make the restrictions tough then these properties will be going back and forth between the City of Newburgh and Auctions.

There being no one else wishing to speak, this portion of the meeting was closed.

LOCAL LAW NO.: 3 - 2011

OF

APRIL 25, 2011

A LOCAL LAW AMENDING SECTION 248-1  
ENTITLED "IMPOSITION; METHOD OF DETERMINATION"  
WITHIN THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

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

**§ 248-1. Imposition; method of determination.**

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

- A. ~~Sewerage facilities rents. Sewer Facility Unit Charge.~~(1) ~~Each single family dwelling will be assigned a value of one unit.~~  
~~(2) Each multiple family housing structure and apartment house will be assigned a value of one unit for the first dwelling unit and 3/4 of a unit for each additional dwelling unit contained within the housing structure or apartment house. A "dwelling unit" shall be defined as a room or group of rooms occupied or intended for occupancy as separate living quarters and having direct access from the outside or through a common hall.~~  
~~(3) All other properties within the city, other than single family dwellings, multiple family housing structures and apartment houses, will be assigned one unit for every \$30,000 of their total assessed value (approved prior to applying exceptions, abatements, etc.).~~  
~~(4)~~ (1) The sum of all units derived in the manner ~~described in Subsection A(1), (2) and (3) above~~ set forth in Chapter 163, Fees shall be divided into the annual cost of debt service to determine the sewerage facilities unit charge.  
~~(5)~~ (2) The owner of each property in the City shall pay a sewerage facility unit charge equal to the number of units assigned to that property multiplied

by the sewerage facilities unit charge determined in Subsection ~~A(4)~~ A(1) above.

~~(6)~~ (3) The minimum sewer facility unit charge shall be as set forth in Chapter 163, Fees, of this Code.

This Local Law shall take effect on January 1, 2012.

Matter ~~stricken~~ deleted.  
Matter underlined added

Councilwoman Bello said that she is concerned about this because we are going from a 7.3 per unit fixed rate to a variable rate that will be determined by the sum of all units divided into the annual cost of debt service which could fluctuate. To her this is like signing an open ended contract. If a resident is to ask her what the rate is she can't tell them because it is not a fixed rate and it will fluctuate from year to year.

Acting City Manager, Richard Herbek said that is the way it works now. It fluctuates because of debt service.

Councilwoman Bello said that the paperwork that she has says that the quarterly sewer facility charge is 7.3 per unit. The point is that we should be trying to get these rates down rather than going in the other direction so she does not support this.

Councilwoman Bell said that the issue she has is with the four units because all of her properties are four units and up so she is concerned with that.

Councilman Dillard suggested that this be tabled until they can get better clarification.

Acting City Manager, Richard Herbek said that he doesn't know how much more clarification they can provide as they spent the entire Work Session on this the other night.

Councilman Dillard said that the Council is uncomfortable.

Corporation Counsel, Michelle Kelson said that there is no urgency to do this tonight.

Councilman Dillard moved and Councilwoman Bell seconded that the local law be tabled.

Ayes - Councilwoman Bell, Councilman Dillard, Mayor Valentine - 3

Nays - Councilwoman Bello - 1

**TABLED**

ORDINANCE NO.: 10 - 2011

OF

APRIL 25, 2011

AN ORDINANCE AMENDING CHAPTER 248-38  
ENTITLED "WATER RATES; SERVICE"  
OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 248-38, entitled "Water rates; service" of the Code of the City of Newburgh be and is hereby amended as follows:

**Section 1.** § 248-38. Water rates; service.

C. Water Facility Unit Charge. The sum of all units derived in the manner set forth in Chapter 163, Fees shall be divided into the annual cost of debt service to determine the water facility unit charge. The owner of each property in the City shall pay a water facility unit charge equal to the number of units assigned to that property multiplied by the water facility unit charge. The minimum water facility unit charge shall be as set forth in Chapter 163, Fees, of this Code.

**Section 2.** This Ordinance shall take effect on January 1, 2012

Matter ~~stricken~~ deleted.

Matter underlined added.

Councilwoman Bell moved and Councilman Dillard seconded that the ordinance be tabled.

Ayes - Councilwoman Bell, Councilman Dillard, Mayor Valentine - 3

Nays - Councilwoman Bello - 1

TABLED

ORDINANCE NO.: 11 - 2011

OF

APRIL 25, 2011

AN ORDINANCE AMENDING CHAPTER 163  
ENTITLED "FEES" OF THE CODE  
OF THE CITY OF NEWBURGH

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

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

§ 163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
§ 248-1	Minimum sewer charge	\$1.00 per quarter
§ <u>248-1.A</u>	<u>Sewer Facility Unit Charge</u>	<u>Each single-family dwelling will be assigned one unit</u> <u>Each two-family dwelling will be assigned 1.75 units</u> <u>Each three-family dwelling will be assigned 2.5 units</u> <u>All other properties with improvements within the City, other than one, two, and</u>



Each two-family dwelling will be assigned 1.75 units

Each three-family dwelling will be assigned 2.5 units

All other properties with improvement within the City, other than one, two and three family dwellings, will be assigned one unit for every \$30,000.00 in their total assessed value (approved prior to applying ~~exceptions~~, exemptions abatements, etc.)

All other properties without improvements within the City will be assigned one unit.

~~Quarterly water facility charge~~ ————— ~~\$7.30 per unit as determined above~~

Minimum water facility charge                      \$1.00 per quarter

Hydrant charge, outside City                      \$64 per hydrant per year

Section 2.      This Ordinance shall take effect of January 1, 2012

Matter ~~stricken~~ deleted.  
Matter underlined added.

**Councilman Dillard moved and Councilwoman Bell seconded that the ordinance be tabled.**

**Ayes - Councilwoman Bell, Councilman Dillard, Mayor Valentine - 3**

**Nays - Councilwoman Bello - 1**

**TABLED**

**RESOLUTION NO.: 76 - 2010**

**OF**

**APRIL 25, 2011**

**A RESOLUTION DECLARING THE MONTH OF MAY 2011  
TO BE "COMMUNITY PRIDE MONTH" IN THE CITY OF NEWBURGH**

**WHEREAS**, the history of the City of Newburgh predates the founding of the United States; and

**WHEREAS**, from the time of the Revolutionary War, the City of Newburgh has played an important role in the politics and commerce of the nation; and

**WHEREAS**, from the Hudson River style of painting to the architectural insights of Andrew Jackson Downing, the City of Newburgh has been an integral part of the cultural life of the nation; and

**WHEREAS**, the citizens of the City of Newburgh are and should be justly proud of their City and its heritage; and

**WHEREAS**, the citizens of the City of Newburgh have always worked to preserve and protect the natural and man-made beauty of their City; and

**WHEREAS**, the City Council of the City of Newburgh has instituted numerous projects in the last year to restore and preserve the City's beauty and resources; and

**WHEREAS**, the City Council of the City of Newburgh, in this, the beginning of Spring, 2011, wishes to encourage the citizens to show their pride in their City by helping the City government in such restoration and preservation.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the month of May, 2011, is hereby declared to be "Community Pride Month", and that all citizens of the City of Newburgh are encouraged to show their pride in their City by participating, in that month, in an effort to clean the City of Newburgh and restore it to its former beauty by cleaning and repairing all properties which they own or in which they reside and joining together in a united effort for the restoration of the City.

**Councilwoman Bello moved and Councilwoman Bell seconded that the resolution be adopted.**

**Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 4**

**ADOPTED**

**RESOLUTION NO.: 77 - 2011**

**OF**

**APRIL 25, 2011**

**A RESOLUTION AMENDING THE CITY OF NEWBURGH  
PERSONNEL ANALYSIS BOOK FOR 2011 TO PROVIDE FOR  
A CHANGE IN TITLE FROM REHABILITATION INSPECTOR TO  
CODE COMPLIANCE OFFICER IN THE DEPARTMENT OF  
PLANNING AND DEVELOPMENT**

**WHEREAS**, the Department of Planning and Development wishes to fill a vacancy and has requested a change in title from Rehabilitation Inspector to Code Compliance Officer within their department; and

**WHEREAS**, no monetary amendment to the 2011 Budget is required as both titles are classified as Grade 12, Step 1 in the current Collective Bargaining Agreement between the City of Newburgh and the Civil Service Employees Association ("CSEA");

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh that the Personnel Analysis Book for 2011 be and is hereby amended to provide for a change in title from Rehabilitation Inspector to Code Compliance Officer in the Department of Planning and Development.

**Mayor Valentine said that at the meeting on Thursday night they talked about the fact that there were a few Code Compliance Officers let go last year and they are at the top of the list to be rehired for this particular position.**

**Councilwoman Bell said that as one resident noted earlier it is important to have someone that speaks Spanish.**

**Councilwoman Bello moved and Councilman Dillard seconded that the resolution be adopted.**

**Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 4**

**ADOPTED**

**RESOLUTION NO.: 78 - 2011**

**OF**

**APRIL 25, 2011**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO BRIAN REILLY  
TO THE PREMISES KNOWN AS 109 W. PARMENTER STREET  
(SECTION 38, BLOCK 3, LOT 29.1  
f/k/a SECTION 38, BLOCK 3, LOT 27)**

**WHEREAS**, on October 10, 1984, the City of Newburgh conveyed property located at 109 West Parmenter Street (n/k/a 105-109 W. Parmenter Street), being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 3, Lot 27 (n/k/a Section 38, Block 3, Lot 27), to Brian Reilly; and

**WHEREAS**, the City of Newburgh is in receipt of a request for a release of the restrictive covenants contained in said deed; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

**Councilwoman Bello moved and Councilman Dillard seconded that the resolution be adopted.**

**Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 4**

**ADOPTED**



**RESOLUTION NO.: 79 - 2011**

**OF**

**APRIL 25, 2011**

**RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A PAYMENT OF CLAIM  
WITH CARRIE R. ROBINSON IN THE AMOUNT OF  
FIVE THOUSAND FIVE HUNDRED FORTY FIVE DOLLARS**

**WHEREAS**, Carrie R. Robinson brought an action against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Five Thousand Five Hundred Forty Five and 00/100 Dollars (\$5,545.00) in exchange for a release to resolve all claims among them; and

**WHEREAS** the condition of settlement is that the claimant must purchase a sump pump and have it replaced and installed; 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 Corporation Counsel is hereby authorized to settle the claim of Carrie R. Robinson in the total amount of Five Thousand Five Hundred Forty Five and 00/100 Dollars (\$5,545.00), on the condition that the claimant must purchase a sump pump and have it replaced and installed, and that City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require, to effectuate the settlement as herein described.

**Councilwoman Bello moved and Councilman Dillard seconded that the resolution be adopted.**

**Ayes - Councilwoman Bello, Councilman Dillard, Mayor Valentine - 3**

**Abstain - Councilwoman Bell -1**

**ADOPTED**

**RESOLUTION NO.: 80 - 2011**

**OF**

**APRIL 25, 2011**

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

**WHEREAS**, this Council did, by Resolution No.: 39-2011, of February 15, 2011, authorize the sale of several properties at public auction; and

**WHEREAS**, said public auction was duly held on April 14, 2011;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following properties to the indicated purchasers be and hereby is confirmed and the City Manager is hereby authorized and directed to execute and deliver a deed to said purchasers upon receipt of the indicated purchase price in cash, money order or bank check, made payable to **THE CITY OF NEWBURGH**, on or before June 17, 2011, subject to the annexed **Terms and Conditions of the Auction**.

<u>Property</u>	<u>S - B - L</u>	<u>Purchaser</u>	<u>Purchase Price</u>
63 Beacon Street	48 - 6 - 3	Jeffry Normil	\$ 2,000.00
87 Carson Avenue	45 - 8 - 10	Hugo E. Bencomo	\$ 8,200.00
34 Carter Street	22 - 2 - 26	Julius Beckwith	\$33,000.00
206 City Terrace	17 - 8 - 22	Nigel A. Osborne	\$ 1,500.00
29 Clark Street	36 - 5 - 18	Russell C. Turiak	\$10,000.00
200 Dubois Street	11 - 1 - 30	Rod N. Osborne	\$ 2,100.00
387 First Street	28 - 1 - 12	Miguel Chavez	\$19,000.00
18 Hasbrouck Street	38 - 3 - 39	Aziz Chittae	\$13,250.00

<u>Property</u>	<u>S - B - L</u>	<u>Purchaser</u>	<u>Purchase Price</u>
44 Hasbrouck Street	38 - 3 - 50	Araceli Mendoza	\$ 8,500.00
25 Hasbrouck Street & 25 Hasbrouck Street Rear (Sold as a package)	38 - 4 - 22 38 - 4 - 70	Jose F. Vera	\$22,000.00
16 Hudson View Terrace	7 - 8 - 10	Ertha Augustin	\$18,250.00
187 Lander Street & 162 South Street (Sold as a package)	11 - 3 - 26 11 - 3 - 21	Caridad Paz	\$20,000.00
190 Lander Street	11 - 2 - 13	Nigel A. Osborne	\$ 400.00
197 Lander Street	11 - 3 - 1	Maurice L. Smith	\$56,000.00
21 Leroy Place	4 - 8 - 20	Rafiq A. Majeed	\$31,000.00
307 Liberty Street	11 - 5 - 11	Umar Ahma	\$ 7,500.00
330 Liberty Street	12 - 1 - 16	Jorge A. Aria	\$ 400.00
12 Lutheran Street	29 - 8 - 10	Perrault Jean-Paul	\$ 7,000.00
16 Lutheran Street	29 - 8 - 12	Perrault Jean-Paul	\$ 9,000.00
28 Lutheran Street	29 - 4 - 25	Leroy R. Porter	\$ 600.00
3 Marne Avenue	7 - 7 - 8.1	Nigel A. Osborne	\$62,500.00
47 Overlook Place	48 - 2 - 8	Bernd A. Stoerchle	\$22,500.00
26 Pine Street	7 - 1 - 17	Habitat for Humanity of Greater Newburgh, Inc.	\$ 7,500.00
108 Renwick Street	45 - 5 - 23	Bluestone Developers, Inc.	\$ 3,500.00
110 Renwick Street	45 - 5 - 24	Fredy A. Arias	\$ 5,000.00
112 Renwick Street	45 - 5 - 25	Jorge A. Arias	\$ 7,000.00

<u>Property</u>	<u>S - B - L</u>	<u>Purchaser</u>	<u>Price</u>
252 Robinson Avenue	7 - 2 - 3	Sergio Murill	\$ 3,050.00
145 Washington Street	39 - 2 - 10	Jean Merisier	\$16,000.00
241 Washington Street	38 - 2 - 12	Sergio Murill	\$ 6,250.00
248 Washington Street	35 - 3 - 31	Greca, Inc.	\$ 8,000.00
264 Washington Street	35 - 3 - 38	Greca, inc.	\$ 4,500.00
6-12 William Street & 192 Ann Street	35 - 2 - 25	Jeffry Normil	\$ 8,000.00
16 William Street	35 - 3 - 14	Sergio Murill	\$ 2,750.00
26 William Street	35 - 3 - 17.1	Aziz Chittae	\$ 6,000.00
61 William Street	39 - 2 - 29	Manny G. Pereira	\$ 7,500.00

**Mayor Valentine said these are divided into two different groups.**

**Corporation Counsel, Michelle Kelson said that these are all city owned properties but the difference is that that the real property tax law allows municipalities to sell properties acquired through the foreclosure process with a majority vote, so three votes are required. When property is acquired through a gift or through the reverter then you need a super majority of four votes from the Council in order to sell them to a third party which is why two resolutions have been prepared.**

**Mayor Valentine said that we have the opportunity to monitor these properties as they are closed on. Some of them are run down shells and some of them are livable right now. He has asked Chief Vatter and he agreed that this is something they could do through Codes. Following the closing he is asking that after a three month period they get a report showing how many of these obtained a building permit, how many asked for a demolition or are just boarded up. Rather than wait for the eighteen month reverter we need to find out what the activity is which will be a better barometer for us as a City Council.**

**Councilwoman Bell said that her issue is that she would like to know if any of these people currently own city properties with outstanding code violations. Are any of them slumlords in the City? Have any of them previously bid on city properties and backed out? Has that research been done before we vote to give it to them?**

**Ed Lynch, Director of Planning & Development said that they did look to see if there was a previous agreement that was not carried through and a list of buyers was given to staff to see if there were any problems and none were identified.**

**Councilwoman Bello moved and Councilman Dillard seconded that the resolution be adopted.**

**Ayes - Councilwoman Bello, Councilman Dillard, Mayor Valentine - 3**

**Nays - Councilwoman Bell - 1**

**ADOPTED**

8-11

# Terms and Conditions of the Auction

**DATE: April 14, 2011**

**TIME: 11:00 AM**

**LOCATION: Hilton Garden Inn**

**15 Crossroads Court**

**Newburgh N.Y. 12550**

## **INTERNET TERMS** (in addition to standard terms below):

1. **Registration.** All bidders are required to register and provide suitable I.D. (photo copy acceptable) prior to the auction. Auctioneer reserves the right to decline registration if I.D. produced is not sufficient. A copy of the bidder's valid driver's license or passport with the bidder's notarized signature on the same page must be provided to the auctioneer. **NO EXCEPTIONS.**
2. **Bidder approval for internet.** Download the "Internet Bidder Registration Packet" by visiting the following webpage, <http://www.NYSAuctionsBids.com/IBidReg/Newburgh.pdf>. Complete all required information areas where indicated by printing or signing legibly and return with funds described in paragraph three to auctioneer/broker no later than 4:00 PM on Thursday, April 14, 2011, eastern standard time. **NO EXCEPTIONS.**
3. **No Recourse.** Internet bidding through our Provider is offered as a service to our customers, and bidders shall not hold the City of Newburgh and/or Haroff Auction & Realty, Inc. and/or Absolute Auctions & Realty, Inc., responsible for any failure due to the loss of the internet connection supplied to Absolute Auctions & Realty, Inc. and Haroff Auction & Realty Inc., by the Provider.

## **STANDARD TERMS:**

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and most of all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture, except for these properties not acquired by in rem tax foreclosure as follows: 128 Dubois Street Section 18 Block 1 Lot 27; 10 Lutheran Street Section 29 Block 8 Lot 9; 31 Lutheran Street Section 29 Block 3 Lot 17; 39 Lutheran Street Section 29 Block 3 Lot 13; 142 North Miller Street Section 18 Block 2 Lot 30; 137 Smith Street Section 12 Block 4 Lot 4.1; 251 Third Street Section 22 Block 1 Lot 17; 10 Van Ness Street Section 29 Block 5 Lot 25.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; (e) 2008-2009, 2009-2010 and 2010-2011 school taxes, water rents and assessments, and sewer rents and assessments and any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); and (f) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the public auction.
4. The properties are sold subject to unpaid school taxes for the tax years of 2008-2009, 2009-2010 and 2010-2011, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2008-2009, 2009-2010 and 2010-2011, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.**

**For all properties other than 10 Van Ness, 12 Van Ness, and 16 William Street**, the deed will contain provisions stating that the purchaser is required to either: a) both obtain a building permit within twelve (12) months of the date of the deed and to rehabilitate any existing building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed, or b) complete demolition of such building within twelve (12) months of the date of the deed. **For 21 Leroy Place**, a Certificate of Appropriateness has been issued by the Architectural Review Commission to permit demolition of the building located thereon, if the purchaser so chooses. Within such eighteen (18) month rehabilitation period, the purchaser must either: i) obtain a Certificate of Occupancy for all buildings on the property, or ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy. The deed shall also require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. The deed shall also require that the property may not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued for rehabilitation of the building or demolition of the building is completed. Failure to comply with any of the requirements in the deed shall cause the title to the property to revert to the City of Newburgh. A written request made to the City Manager for an extension of the twelve (12) month building permit period or the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to obtain a building permit or rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.

**For 10 Van Ness, 12 Van Ness, and 16 William Street**, Certificates of Appropriateness have been issued by the Architectural Review Commission to permit demolition of the existing buildings located thereon. The deeds to such properties shall require that demolition of such buildings be completed within six (6) months of the deed, and shall also provide that the property may not be conveyed to any other person before demolition of the buildings is completed; otherwise, title shall revert to the City of Newburgh.

6. A property with no existing building and which is substandard in size under zoning, purchased by an adjoining property owner must be merged with the adjoining property at title closing.
7. Properties identified as 162 South Street, Section 11, Block 3, Lot 21, will be sold as a package and together with 187 Lander Street, Section 11, Block 3, Lot 26. The successful bidder shall combine the premises herein, identified as 162 South Street, Section 11, Block 3, Lot 21 and 187 Lander Street, Section 11, Block 3, Lot 26, as one lot of record within one (1) year of the date of conveyance.
8. Properties identified as 13 Chambers Street, Section 30, Block 4, Lot 21, will be sold as a package and together with 15 Chambers Street, Section 30, Block 4, Lot 20.1. The successful bidder shall combine the premises herein, identified as 13 Chambers Street, Section 30, Block 4, Lot 21 and 15 Chambers Street, Section 30, Block 4, Lot 20.1, as one lot of record within one (1) year of the date of conveyance.
9. Properties identified as 25 Hasbrouck Street, Section 38, Block 4, Lot 22, will be sold as a package and together with 25 Hasbrouck Street, Section 38, Block 4, Lot 70. The successful bidder shall combine the premises herein, identified as 25 Hasbrouck Street, Section 38, Block 4, Lot 22 and 25 Hasbrouck Street, Section 38, Block 4, Lot 70, as one lot of record within one (1) year of the date of conveyance.
10. Properties identified as 10 Van Ness Street, Section 29, Block 5, Lot 25, will be sold as a package and together with 12 Van Ness Street, Section 29, Block 5, Lot 26. The successful bidder shall combine the premises herein, identified as 10 Van Ness Street, Section 29, Block 5, Lot 25 and 12 Van Ness Street, Section 29, Block 5, Lot 26, as one lot of record within one (1) year of the date of conveyance.
11. All informational tools, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE CITY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
12. The City of Newburgh reserves the right, in its sole discretion, to withdraw from the auction any of the properties listed on the schedule of real property.

13. Notice is hereby given that the properties identified as 63 Beacon Street. Section 48 Block 6 Lot 3; 87 Carson Avenue Section 45 Block 8 Lot 10; 13 Chambers Street Section 30 Block 4 Lot 21; 15 Chambers Street Section 30 Block 4 Lot 20.1; 29 Clark Street Section 36 Block 5 Lot 18; 128 Dubois Street Section 18 Block 1 Lot 7; 200 Dubois Street Section 11 Block 1 Lot 30; 187 Lander Street Section 11 Block 3 Lot 26; 190 Lander Street Section 11 Block 2 Lot 13; 197 Lander Street Section 11 Block 3 Lot 1; 21 Leroy Place Section 4 Block 8 Lot 20; 307 Liberty Street Section 11 Block 5 Lot 11; 330 Liberty Street Section 12 Block 1 Lot 16; 10 Lutheran Street Section 29 Block 8 Lot 9; 12 Lutheran Street Section 29 Block 8 Lot 10; 16 Lutheran Street Section 29 Block 8 Lot 12; 28 Lutheran Street Section 29 Block 4 Lot 25; 31 Lutheran Street Section 29 Block 3 Lot 17; 39 Lutheran Street Section 29 Block 3 Lot 13; 142 N. Miller Street Section 18 Block 2 Lot 30; 47 Overlook Place Section 48 Block 2 Lot 8; 108 Renwick Street Section 45 Block 5 Lot 23; 110 Renwick Street Section 45 Block 5 Lot 24; 112 Renwick Street Section 45 Block 5 Lot 25; 162 South Lander Street Section 11 Block 3 Lot 21; 10 Van Ness Section 29 Block 5 Lot 25; 12 Van Ness Section 29 Block 5 Lot 26; 145 Washington Street Section 39 Block 2 Lot 10; 6-12 William Street Section 35 Block 2 Lot 25; 16 William Street Section 35 Block 3 Lot 14; 26 William Street Section 35 Block 3 Lot 17.1; 61 William Street Section 39 Block 2 Lot 29 lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provisions of law applicable thereto and it is the sole responsibility of any bidder to redevelop such parcel so designated in accordance with same. In addition to the foregoing, 10 Van Ness, 12 Van Ness, 21 Leroy Place, and 16 William Street have been issued Certificates of Appropriateness by the Architectural Review Commission to permit demolition of the existing buildings located thereon.
14. 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.
15. 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.
16. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchasers shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Bidder acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Bidder also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

#### AT THE AUCTION

17. All bidders are required to register and provide suitable personal identification, such as a driver's license and passport, at registration. Auctioneer reserves the right to decline registration if identification is not sufficient. Individuals, other than lawyers, acting on behalf of others, not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized. Incorporated entities, (Inc., Corp., LLC, etc.) are required to provide a corporate resolution with a corporate seal affixed where applicable, authorizing the purchase of real property, prior to the transfer of title, and are encouraged to provide same at registration,
18. All bidders are required to use the bidder number issued to them for all purposes associated with the auction. A bidder may not bid on behalf of a party who is on the prohibited bidder list. A party will be added to such list if he has defaulted in payment of a purchase price or taxes following a purchase. Previously defaulting parties are not allowed to bid.
19. The former owner of the property, or his agent, shall not be permitted to bid on the property or purchase same at the public auction, unless the amount exceeds the amount of tax arrears. If the former owner reacquires the property, all liens existing prior to the foreclosure, will be reinstated and the purchaser (former owner) must sign an agreement to reinstate the liens.
20. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.

21. The Successful Bidder will execute an Offer to Purchase form at the auction for each property he/she is the successful bidder on. The approval of each bid by Resolution of the Newburgh City Council will bind ~~the bidder only and will not constitute a Contract of Sale and the City reserves the right to reject any bid~~ prior to the closing of title and the recording of the deed.
22. The Successful Bidder shall provide information necessary to complete and shall execute the necessary forms and documents required for recording the deed in the Orange County Clerk's Office. The bidder executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid, unless the City agrees in writing. The deed prepared will be in the name of the successful bidder (and spouse) only. No third party bidding will be accepted, unless the bidder identifies that he is bidding as an agent for a disclosed principal, or unless the bidder is a lawyer.
23. The Successful Bidder shall be responsible for the payment of an eleven percent (11%) buyer's premium (1% buyer's premium discount for cash and other guaranteed funds) in addition to the accepted purchase price, an advertising fee of 1.5% of the bid price, and the closing fees/costs. The "buyer's premium" is the fee/commission earned by the auctioneer. Accepted purchase price is the amount of the bid by the highest bidder, which has been approved by the Newburgh City Council.
24. All required deposits must be paid in full for all successful bids immediately upon being declared the successful bidder. Any successful bidder, who fails to tender the deposit, will be forbidden to participate in this or any other auction. Any parcels which the City did not receive deposits for, per these terms and conditions, will be considered to be defaulted, and the bidder will be disqualified from further bidding. Furthermore, upon a default in payment for any one parcel, either during the auction or subsequent thereto, the bidder shall not be permitted to purchase any other parcel(s) bid on, and any deposit monies paid thereon will be forfeited to the City. Additionally, if a declared high bidder at the auction leaves the auction without making the required down payment, he/she will be prohibited from participating at future auctions held by NYSAuctions.com, Haroff Auction & Realty, Inc., Absolute Auctions & Realty, Inc., and the City of Newburgh reserves the right to take legal action against this high bidder.
25. The terms "bidder", "highest bidder" and "successful bidder" shall all have the same meaning.
26. \$1,000.00 or 20% of the total contract price (total contract price is the combination of the high bid and the buyer's premium, as defined in Section 23 of these terms and conditions), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of an Offer to Purchase Form. Total contract prices selling for less than \$1,000.00 must be paid in full at auction, including all closing costs will be paid with the down payment on the day of the auction for each parcel; to wit; (a) New York State Transfer Tax [\$2.00 for each \$500.00 of the purchase/bid price]; (b) Filing Fee for the Real Property Transfer Report [\$125.00 for residential and \$250 for commercial]; (c) Filing Fee for combined Gains Transfer Tax Affidavit [\$5.00]; and (d) all fees required by the Orange County Clerk for recording of the deed [\$40.00 to record one page deed; \$5.00 for each additional page; and \$.50 for any cross reference]. *Closing costs may be subject to an increase in fees as required by law, without notice.* All recording costs and transfer taxes shall be paid by the purchaser. **All deposits must be made in credit/debit card (Master Card or VISA), cash or guaranteed funds (bank checks/tellers checks/cashiers check) made payable to the "City of Newburgh Comptroller" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions. Wire transfers will not be accepted. The City Comptroller may refund overage of a deposit made in excess of the total contract price plus closing costs/fees once the funds have cleared, or apply said sum to the balance owing on the purchase price.**

#### AFTER THE AUCTION

27. All bids shall be subject to approval by the Newburgh City Council, which shall have the right, in the Council's sole discretion, to reject any bid for any reason whatsoever.
28. The entire balance of the accepted purchase price, the buyer's premium as defined in Section 23 of these terms and conditions, and all closing costs/fees must be paid by cash or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 17, 2011. *The City of Newburgh does not accept credit card payments for the balance of the purchase price, buyer's premium and closing costs/fees after the date of the auction. The City is not required to send notice of acceptance or any other notice to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the deposit shall be forfeited.* The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and

unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. ~~in addition, should any bidder fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the bidder. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.~~

29. Previously defaulting parties from prior auctions or other sales of city property are not allowed to bid. If a purchaser owes any outstanding and delinquent taxes to City of Newburgh, those delinquent taxes must be paid in full prior to closing on any purchases made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.
30. If the successful bidder fails to tender such amount due by the close of business on June 17, 2011, then, the City may, but is not obligated to offer any unsold property to the second highest bidder. All terms and conditions for the sale set forth herein above shall apply to the second highest bidder and/or any other purchaser.
31. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchasers agree that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
32. All sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty arising from this sale.
33. 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.**
34. 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.
35. 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.
36. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
37. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
38. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 81- 2011

OF

APRIL 25, 2011

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

**WHEREAS**, this Council did, by Resolution No.: 39-2011, of February 15, 2011, authorize the sale of several properties at public auction; and

**WHEREAS**, said public auction was duly held on April 14, 2011;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following properties to the indicated purchasers be and hereby is confirmed and the City Manager is hereby authorized and directed to execute and deliver a deed to said purchasers upon receipt of the indicated purchase price in cash, money order or bank check, made payable to **THE CITY OF NEWBURGH**, on or before June 17, 2011, subject to the annexed **Terms and Conditions of the Auction**.

<u>Property</u>	<u>S - B - L</u>	<u>Purchaser</u>	<u>Purchase Price</u>
128 Dubois Street	18 - 1 - 27	Araceli Mendoza	\$ 8,250.00
10 Lutheran Street	29 - 8 - 9	Habitat for Humanity of Greater Newburgh, Inc.	\$ 9,500.00
31 Lutheran Street	29 - 3 - 17	Mirsada Arnautovic	\$ 3,500.00
142 N. Miller Street	18 - 2 - 30	Habitat for Humanity of Greater Newburgh, Inc.	\$ 800.00
251 Third Street	22 - 1 - 17	Walden Wireless Communications, LLC	\$ 3,000.00

Corporation Counsel, Michelle Kelson said that this is a much shorter list and one of the purchasers is Habitat for Humanity of Greater Newburgh. The other purchasers are not known to her to have been in City Court for any code violations at least in the last year. Only one is known to her to have purchased a property in the City of Newburgh at the last Auction.

Councilwoman Bell asked if they followed through.

Corporation Counsel, Michelle Kelson said that there have been some issues.

Councilwoman Bell suggested that maybe that property should be removed from the list. The last Auction was some time ago and they still haven't moved forward? She would like to vote for Habitat and the others.

Mayor Valentine said that he would love to see this go through tonight so we could pull the one property from this and then do another sale at our next meeting with that one. He is willing to compromise by removing that one property from this resolution so that we have the four votes to move forward.

Mayor Valentine moved and Councilwoman Bello seconded that the resolution be amended to remove 39 Lutheran Street.

Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 4  
CARRIED

Councilwoman Bello moved and Councilman Dillard seconded that the amended resolution be adopted.

Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 4  
ADOPTED

8/11  
**Terms and Conditions of the Auction**

**DATE: April 14, 2011**

**TIME: 11:00 AM**

**LOCATION: Hilton Garden Inn  
15 Crossroads Court  
Newburgh N.Y. 12550**

**INTERNET TERMS** (in addition to standard terms below):

1. **Registration.** All bidders are required to register and provide suitable I.D. (photo copy acceptable) prior to the auction. Auctioneer reserves the right to decline registration if I.D. produced is not sufficient. A copy of the bidder's valid driver's license or passport with the bidder's notarized signature on the same page must be provided to the auctioneer. **NO EXCEPTIONS.**
2. **Bidder approval for internet.** Download the "Internet Bidder Registration Packet" by visiting the following webpage, <http://www.NYSAuctionsBids.com/IBidReg/Newburgh.pdf>. Complete all required information areas where indicated by printing or signing legibly and return with funds described in paragraph three to auctioneer/broker no later than 4:00 PM on Thursday, April 14, 2011, eastern standard time. **NO EXCEPTIONS.**
3. **No Recourse.** Internet bidding through our Provider is offered as a service to our customers, and bidders shall not hold the City of Newburgh and/or Haroff Auction & Realty, Inc. and/or Absolute Auctions & Realty, Inc., responsible for any failure due to the loss of the internet connection supplied to Absolute Auctions & Realty, Inc. and Haroff Auction & Realty Inc., by the Provider.

**STANDARD TERMS:**

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and most of all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture, except for these properties not acquired by in rem tax foreclosure as follows: 128 Dubois Street Section 18 Block 1 Lot 27; 10 Lutheran Street Section 29 Block 8 Lot 9; 31 Lutheran Street Section 29 Block 3 Lot 17; 39 Lutheran Street Section 29 Block 3 Lot 13; 142 North Miller Street Section 18 Block 2 Lot 30; 137 Smith Street Section 12 Block 4 Lot 4.1; 251 Third Street Section 22 Block 1 Lot 17; 10 Van Ness Street Section 29 Block 5 Lot 25.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; (e) 2008-2009, 2009-2010 and 2010-2011 school taxes, water rents and assessments, and sewer rents and assessments and any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); and (f) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the public auction.
4. The properties are sold subject to unpaid school taxes for the tax years of 2008-2009, 2009-2010 and 2010-2011, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2008-2009, 2009-2010 and 2010-2011, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
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14. 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.
15. 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.
16. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchasers shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Bidder acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Bidder also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

#### AT THE AUCTION

17. All bidders are required to register and provide suitable personal identification, such as a driver's license and passport, at registration. Auctioneer reserves the right to decline registration if identification is not sufficient. Individuals, other than lawyers, acting on behalf of others, not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized. Incorporated entities, (Inc. , Corp., LLC, etc.) are required to provide a corporate resolution with a corporate seal affixed where applicable, authorizing the purchase of real property, prior to the transfer of title, and are encouraged to provide same at registration,
18. All bidders are required to use the bidder number issued to them for all purposes associated with the auction. A bidder may not bid on behalf of a party who is on the prohibited bidder list. A party will be added to such list if he has defaulted in payment of a purchase price or taxes following a purchase. Previously defaulting parties are not allowed to bid.
19. The former owner of the property, or his agent, shall not be permitted to bid on the property or purchase same at the public auction, unless the amount exceeds the amount of tax arrears. If the former owner reacquires the property, all liens existing prior to the foreclosure, will be reinstated and the purchaser (former owner) must sign an agreement to reinstate the liens.
20. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.

21. The Successful Bidder will execute an Offer to Purchase form at the auction for each property he/she is the successful bidder on. The approval of each bid by Resolution of the Newburgh City Council will bind the bidder only and will not constitute a Contract of Sale and the City reserves the right to reject any bid prior to the closing of title and the recording of the deed.
22. The Successful Bidder shall provide information necessary to complete and shall execute the necessary forms and documents required for recording the deed in the Orange County Clerk's Office. The bidder executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid, unless the City agrees in writing. The deed prepared will be in the name of the successful bidder (and spouse) only. No third party bidding will be accepted, unless the bidder identifies that he is bidding as an agent for a disclosed principal, or unless the bidder is a lawyer.
23. The Successful Bidder shall be responsible for the payment of an eleven percent (11%) buyer's premium (1% buyer's premium discount for cash and other guaranteed funds) in addition to the accepted purchase price, an advertising fee of 1.5% of the bid price, and the closing fees/costs. The "buyer's premium" is the fee/commission earned by the auctioneer. Accepted purchase price is the amount of the bid by the highest bidder, which has been approved by the Newburgh City Council.
24. All required deposits must be paid in full for all successful bids immediately upon being declared the successful bidder. Any successful bidder, who fails to tender the deposit, will be forbidden to participate in this or any other auction. Any parcels which the City did not receive deposits for, per these terms and conditions, will be considered to be defaulted, and the bidder will be disqualified from further bidding. Furthermore, upon a default in payment for any one parcel, either during the auction or subsequent thereto, the bidder shall not be permitted to purchase any other parcel(s) bid on, and any deposit monies paid thereon will be forfeited to the City. Additionally, if a declared high bidder at the auction leaves the auction without making the required down payment, he/she will be prohibited from participating at future auctions held by NYSAuctions.com, Haroff Auction & Realty, Inc., Absolute Auctions & Realty, Inc., and the City of Newburgh reserves the right to take legal action against this high bidder.
25. The terms "bidder", "highest bidder" and "successful bidder" shall all have the same meaning.
26. \$1,000.00 or 20% of the total contract price (total contract price is the combination of the high bid and the buyer's premium, as defined in Section 23 of these terms and conditions), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of an Offer to Purchase Form. Total contract prices selling for less than \$1,000.00 must be paid in full at auction, including all closing costs will be paid with the down payment on the day of the auction for each parcel; to wit; (a) New York State Transfer Tax [\$2.00 for each \$500.00 of the purchase/bid price]; (b) Filing Fee for the Real Property Transfer Report [\$125.00 for residential and \$250 for commercial]; (c) Filing Fee for combined Gains Transfer Tax Affidavit [\$5.00]; and (d) all fees required by the Orange County Clerk for recording of the deed [\$40.00 to record one page deed; \$5.00 for each additional page; and \$.50 for any cross reference]. *Closing costs may be subject to an increase in fees as required by law, without notice.* All recording costs and transfer taxes shall be paid by the purchaser. **All deposits must be made in credit/debit card (Master Card or VISA), cash or guaranteed funds (bank checks/tellers checks/cashiers check) made payable to the "City of Newburgh Comptroller" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions. Wire transfers will not be accepted. The City Comptroller may refund overage of a deposit made in excess of the total contract price plus closing costs/fees once the funds have cleared, or apply said sum to the balance owing on the purchase price.**

#### AFTER THE AUCTION

27. All bids shall be subject to approval by the Newburgh City Council, which shall have the right, in the Council's sole discretion, to reject any bid for any reason whatsoever.
28. The entire balance of the accepted purchase price, the buyer's premium as defined in Section 23 of these terms and conditions, and all closing costs/fees must be paid by cash or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 17, 2011. *The City of Newburgh does not accept credit card payments for the balance of the purchase price, buyer's premium and closing costs/fees after the date of the auction.* **The City is not required to send notice of acceptance or any other notice to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the deposit shall be forfeited.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and

unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should any bidder fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the bidder. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

29. Previously defaulting parties from prior auctions or other sales of city property are not allowed to bid. If a purchaser owes any outstanding and delinquent taxes to City of Newburgh, those delinquent taxes must be paid in full prior to closing on any purchases made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.
30. If the successful bidder fails to tender such amount due by the close of business on June 17, 2011, then, the City may, but is not obligated to offer any unsold property to the second highest bidder. All terms and conditions for the sale set forth herein above shall apply to the second highest bidder and/or any other purchaser.
31. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchasers agree that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
32. All sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty arising from this sale.
33. 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.**
34. 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.
35. 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.
36. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
37. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
38. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

**RESOLUTION NO.: 82 - 2011**

**OF**

**APRIL 25, 2011**

**A RESOLUTION REJECTING A  
BID RECEIVED AT THE CITY OF NEWBURGH  
APRIL 14, 2010 PROPERTY AUCTION**

**WHEREAS**, this Council did, by Resolution No.: 39-2011, of February 15, 2011, authorize the sale of several properties at public auction; and

**WHEREAS**, said public auction was duly held on April 14, 2011;

**WHEREAS**, this Council has reviewed all bids and has determined that the following bid is rejected:

<u>Lot #</u>	<u>Property Address</u>	<u>S-B-L</u>	<u>Purchase</u>	<u>Purchase Price</u>
#4	13 Chambers Street	30 - 4 - 21		
	15 Chambers Street	30 - 4 - 20.1	Jorge A. Arias	\$22,000.00; and

**BE IT FURTHER RESOLVED**, that the City Comptroller be and she is hereby authorized to refund the deposit and buyers premium paid by the bidder for the bid herein rejected.

**Ed Lynch, Director of Planning & Development said that this is a multi-family and commercial building with a tenant that is currently paying \$1300.00 per month which covers taxes and such until the next Auction. They have issued an RFQ for developers to come in and make proposals on an adjacent property which he feels will significantly increase the value of this property. They felt that the price of \$22,000.00 was a bad deal.**

**Councilwoman Bell said that this property will be lower since it is a funeral home which is a deficit to the property.**

Mayor Valentine noted that that is not necessarily true because there is a funeral home at One Grand Street that is now a private residence which is one great looking home.

Councilwoman Bell asked how long was that property on the market.

Mayor Valentine said that it actually changed hands several times and we have a resident in the audience tonight that lives in a house that used to be a funeral home. That doesn't make it a bad place.

Ed Lynch, Director of Planning & Development said that they are two commercial buildings with four apartments which are not in bad condition so he believes it is worth a bit more than \$22,000.00

Councilwoman Bell said that toxic chemicals were used in there is it clean?

Mayor Valentine said that he believes the building is as clean as it could possibly be. It is a great building. It is almost two separate buildings actually as it is on two separate tax lots and the buildings are connected on the ground floor.

Councilwoman Bello moved and Councilman Dillard seconded that the resolution be adopted.

Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard,  
Mayor Valentine - 4

**ADOPTED**

**RESOLUTION NO.: 83 - 2011**

**OF**

**APRIL 25, 2011**

**A RESOLUTION APPOINTING KATHY PARISI  
AND REAPPOINTING MARY ANN PROKOSCH  
TO THE BOARD OF ASSESSMENT REVIEW**

**WHEREAS**, it is necessary to appoint members to vacancies on the Board of Assessment Review; and

**WHEREAS**, each member of such Board serve a five-year term; and

**WHEREAS**, there currently exists a vacancy on said Board as Ken Mitchell can no longer serve on the board; and

**WHEREAS**, it is necessary to re-appoint one member whose term of office expired and who is willing to serve a new term;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Assessment Review for the term indicated:

1. Kathy Parisi, to complete the term of former member Anthony Ken Mitchell who resigned, which term shall expire on September 30, 2012; and

**BE IT FURTHER RESOLVED**, that the following individual be and is hereby re-appointed to the Board of Assessment Review for the term indicated:

1. Mary Ann Prokosch, to serve a new five-year term commencing retroactively on October 1, 2010 and expiring on September 30, 2015.

**Councilwoman Bello moved and Councilman Dillard seconded that the resolution be adopted.**

**Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard,  
Mayor Valentine - 4**

**ADOPTED**

**RESOLUTION NO.: 84 - 2011**

**OF**

**APRIL 25, 2011**

**RESOLUTION AMENDING RESOLUTION NO: 264-2010,  
THE AMENDED 2011 BUDGET  
FOR THE CITY OF NEWBURGH, NEW YORK  
TO PROVIDE FUNDING TO OPEN THE AQUATIC CENTER  
FOR THE 2011 SUMMER SEASON**

**BE IT RESOLVED** that Resolution No: 264-2010, the 2011 Amended Budget of the City of Newburgh, is hereby amended to provide funding to open the Aquatic Center for the 2011 Summer Season, as set forth on the spreadsheet attached hereto.

Mayor Valentine said that we have to open the pool but we are also doing an outreach with a public plea to try to contact some service organizations to sponsor a family. We are doing sponsorships for \$100.00 for a year for an entire family. They are also going to send letters to the different places of worship in the City of Newburgh to see if they could sponsor a family within their congregation. We are also going to try to work with the Armory to see if money could be raised to help offset the cost. Whatever we don't get in funds will fall on the City to pay but he doesn't feel that they can go through a summer without having the pool open.

Councilwoman Bell said that some of the community based organizations have received funding to provide summer camp so that they could also pitch in.

Cheryl A. Gross, City Comptroller said that the less family passes we sell the more we will have to fund.

Councilwoman Bell said that youth involvement is a great thing too. They could hold car washes and such.

Acting City Manager said that they are projecting to sell three hundred passes at \$100.00 each. In addition to that there will be a camper's fee of \$2.00 per day with a daily fee for adults which will be \$2.00 and \$1.00 for each child. Special events will be \$75.00.

**Councilwoman Bello moved and Councilman Dillard seconded that the resolution be adopted.**

**Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 4**

**ADOPTED**

CITY OF NEWBURGH

AQUATIC CENTER 2011 PROPOSED BUDGET

(Pool to be open July 1 through August 12 - 6 weeks)  
 (Campers Monday - Friday - 10am to 12 pm)  
 (Public Monday - Saturday - 1pm to 4 pm)

ACCOUNT	ACCOUNT NAME	DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	TOTAL REVISED
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<u>EXPENDITURES</u>					
A.7181.0102	PART-TIME	1 Pool Manager - \$15/hr @ 48 hrs per week - 8 weeks	\$ -	\$ 4,800	\$ 4,800
		1 Maintenance Mgr - \$13/hr @10 hrs per week - 6 weeks	-	1,690	1,690
		2 locker Room Attendants - \$8/hr @42 hrs per week - 6 weeks	-	4,032	4,032
		2 Securities - \$10/hr @42 hrs per week - 6 weeks	-	5,040	5,040
		10 Lifeguards - \$13/hr @42 hrs per week - 6 weeks	-	32,760	32,760
			-	48,322	48,322

A.7181.0810	CSEA Retirement	@15.8% only if applicable	-	-	-
A.7181.0830	Social Security	@7.65%	-	3,697	3,697
A.7181.0835	MTA	@.0034	-	164	164
			-	3,861	3,861

A.7181.0415	Maintenance		2,000	-	2,000
A.7181.0419	Chemicals		10,000	-	10,000
A.7181.0443	Repairs		1,500	-	1,500
A.7181.0448	Other	First Aid & Other Supplies	1,000	1,700	2,700
			14,500	1,700	16,200

TOTAL EXPENDITURES			\$ 14,500	\$ 53,883	\$ 68,383
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<u>REVENUES</u>					
A.0000.2001	Pool Fees	Seasonal Family Pass 300 @ \$100	-	30,000	30,000
		= 4 immediate Family Members			
		Campers Fee - \$2.00/Day	-	6,000	6,000
		Public Daily Fees \$2.00/Adult - \$1.00/Child (12 or under)	-	16,383	16,383
		Special Events \$75/hr - 2 hr minimum	-	1,500	1,500
			\$ -	\$ 53,883	\$ 53,883

TOTAL REVENUES			\$ 14,500	\$ -	\$ 14,500
NET SUPPORT BY PROPERTY TAX PAYERS					

11-48

**RESOLUTION NO.: 85 - 2011**

**OF**

**APRIL 25, 2011**

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID  
AND TO EXECUTE AN AGREEMENT FOR VENDOR SERVICES  
WITH ECONOMY CLEANERS  
TO PROVIDE UNIFORM CLEANING SERVICES  
TO THE CITY OF NEWBURGH POLICE DEPARTMENT**

**WHEREAS**, the City of Newburgh has duly advertised for bids for the Uniform Cleaning Services for the City of Newburgh Police Department; and

**WHEREAS**, the City of Newburgh Police Department has implemented a Quartermaster system for issuing police uniforms which requires that the uniforms be cleaned on a regular basis prior to issuance to police officers; and

**WHEREAS**, bids have been duly received and opened and Economy Cleaners is the low bidder; and

**WHEREAS**, the fees for items to be cleaned weekly are a flat rate price of \$8.50 for 2 pants and 2 shirts, and items to be cleaned on occasion are dress blouse \$3.75 each; winter jacket \$8.25 each; and vest cover \$2.75 each; and

**WHEREAS**, the quoted prices are fixed and guaranteed for the length of the contract for a term of one (1) year with no annual price index increases; and

**WHEREAS**, such contract is in the best interests of the Police Department and the citizens of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the bid for the Uniform Cleaning Services be and it hereby is awarded to Economy Cleaners and that the City Manager is hereby authorized to enter into a contract for such work in the aforesaid amounts, funds to be had from budget line A.3120.0448.

**Councilwoman Bello moved and Councilwoman Bell seconded that the resolution be adopted.**

**Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 4**

**ADOPTED**

85-11

## AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Economy Cleaners, a firm with principal offices at 567 Broadway, Newburgh, New York, 12550, hereinafter referred to as "VENDOR."

### ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

### ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning May 1, 2011, and ending April 30, 2012.

### ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set

forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

### ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

### ARTICLE 5. PROCUREMENT OF AGREEMENT

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

## ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

## ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or

indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

## ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

**ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

**ARTICLE 10. BOOKS AND RECORDS**

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

**ARTICLE 11. RETENTION OF RECORDS**

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

**ARTICLE 12. AUDIT BY THE CITY AND OTHERS**

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

**ARTICLE 13. INSURANCE**

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance as may be required by law and as VENDOR may require.

#### ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

#### ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

#### ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate

this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent

jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

#### ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

#### ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

#### ARTICLE 20. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

#### ARTICLE 21. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

ECONOMY CLEANERS

BY: \_\_\_\_\_  
RICHARD F. HERBEK,  
CITY MANAGER

BY: \_\_\_\_\_  
NAME:  
TITLE:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
MICHELLE KELSON,  
CORPORATION COUNSEL

DATE: \_\_\_\_\_

\_\_\_\_\_  
CHERYL A. GROSS,  
CITY COMPTROLLER

DATE: \_\_\_\_\_

## SCHEDULE A

### SCOPE OF SERVICES

#### UNIFORM CLEANING SERVICES

##### 3.0 CLEANING:

- A. All uniforms are to be thoroughly cleaned and have all stains removed through laundering procedures in accordance with manufacturer's specifications.
- B. All garments are to be spotted for stains and treated with the proper chemicals to insure their removal.
- C. All cleaning chemicals used must meet or exceed current environmental and safety requirements.
- D. The final rinse water shall be brought to a PH of between 5.5 and 6.0.
- E. Officer pants are to be hung on a 13 gauge hanger with a no slip trouser guard.
- F. Officer shirts are to be hung on a 14 gauge executive shirt hanger.
- G. All garments are to be twist-tied and bagged in plastic cover.
- H. All invoices shall be sent to the Police Department on a monthly basis with a summary of all services attached. Such shall be mailed to: City of Newburgh Police Department, 83 Broadway, Newburgh, NY 12550.

SCHEDULE B

FEES AND EXPENSES

CLEANING PRICE RATE

1. ITEMS TO BE CLEANED WEEKLY - PRICED AT A FLAT RATE:

2 OFFICERS PANTS  
2 OFFICERS SHIRTS  
4 ITEMS OF COMBINATION    \$ 8.50 FLAT RATE PRICE

2. ITEMS TO BE CLEANED ON OCCASION - PRICED PER ITEM:

DRESS BLOUSE                    \$ 3.75 PRICE EACH  
WINTER JACKET                 \$ 8.25 PRICE EACH  
VEST COVER                       \$ 2.75 PRICE EACH

Quoted prices are fixed and guaranteed for the length of the contract with no annual price index increases.

**RESOLUTION NO.: 86 - 2011**

**OF**

**APRIL 25, 2011**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPROVE THE TRANSFER OF FUNDS RECEIVED FROM  
THE U.S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION IN THE  
AMOUNT OF \$103,000.00 TO THE CITY OF NEWBURGH INDUSTRIAL  
DEVELOPMENT AGENCY AS REIMBURSEMENT FOR COSTS INCURRED  
IN CONNECTION WITH THE WEST STREET PROJECT**

**WHEREAS**, the City of Newburgh (“City”) received Eight Hundred Fifty-Eight Thousand, Three Hundred Forty-Five (\$858,345.00) Dollars from the U.S. Department of Commerce, Economic Development Administration (“EDA”) to support the creation of a Medical Technology Office Park and the construction of a Medical Technology Incubator Building (“West Street Project”); and

**WHEREAS**, the City of Newburgh Industrial Development Agency (“IDA”) as expended approximately One Hundred Fifty Thousand (\$150,000.00) Dollars in connection with the West Street Project; and

**WHEREAS**, it has been agreed by the parties that the City shall reimburse the IDA in the amount of One Hundred Three Thousand (\$103,000.00) Dollars; and

**WHEREAS**, this Council has determined that such reimbursement is appropriate, necessary and in the best interests of the parties;

**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 approve the transfer of EDA funds in the amount of One Hundred Three Thousand (\$103,000.00) Dollars to the City of Newburgh Industrial Development Agency as reimbursement for costs incurred in connection with the West Street Project.

**Councilwoman Bello moved and Councilman Dillard seconded that the resolution be adopted.**

**Ayes - Councilwoman Bell, Councilwoman Bello, Councilman Dillard,  
Mayor Valentine - 4**

**ADOPTED**

## GENERAL COMMENTS FROM THE PUBLIC

Michael Gabor, City of Newburgh said that in regard to the Auction it seems like there was no research done on these properties which is why we keep having this circle of vacant buildings and buildings not constructed in the time that they have been given. For the most part this reverter clause has never been strictly adhered to which needs to be looked into. Maybe we should have a shorter reverter clause.

Denise Ribble submitted and read the attached comments. (copy attached).

Kippy Boyle, Grand Street said that she attended the Auction and was pleasantly surprised at the good turnout and the number of properties sold. She would like to see at future Auctions one stop shopping with tables from the Codes Department, ARC, Plumbing & Electrical, etc. She believes that in the past they did discuss some kind of a time table where the Codes Department would do periodic checks on these properties. In regard to the property that was rejected, she feels that if it has a special value then they should have an upset price to start with because we have that option. Lastly, she is happy that May 7<sup>th</sup> will be a community clean-up day but she would like to see the city departments take a role in this as well.

Brian Flannery, 5 Norton Street said that at a recent Work Session the City Manager moved his chair around to the other side of the table so that he was facing the City Council and he thinks that the ideal situation would be to have the Council at a round table to encourage conversation. Perhaps in the future two council people could sit on the other side of the table for work session discussions.

Mayor Valentine noted that they used to do that but then they felt like their backs were to the audience. There is no set rule so we could sit on opposite sides.

Gay Lee, City of Newburgh asked if a certain amount of properties could be donated to Habitat to rehab for first time home buyers.

Mayor Valentine said that they have done forty and they are always asking for more.

Gay Lee continued that it doesn't matter if Code writes up a violation because the Judge just dismisses it. It seems like there is a hole in the system

so maybe the City Manager or the City Council could talk with the Judges on that issue.

Mayor Valentine said that they have tried repeatedly.

Councilwoman Bell thinks that they should try again because as a group it is their responsibility to be more proactive.

Mayor Valentine said that the last time they asked for a meeting with the Judges it was refused.

Acting City Manager, Richard Herbek agreed that it would be worthwhile to make a request for an informal meeting.

Judy Kennedy, 162 Grand Street believes that the CDBG money needs to be carefully looked at. It seems to be moved around a lot and she is very concerned about it. There is an obligation by the City to use that money for a specific purpose. In regard to the properties, we should have an inventory of all the houses and what their condition is so that when we sell it we can have in the contract what needs to be done. We should also have an understanding of people who we have sold to before and how that turned out.

Barbara Smith, City of Newburgh said that about two years ago she was told that there was something waiting to be approved with regard to carrying firearms in the buildings where we gather. Has that ever been approved? Has it every gotten on the books? Why are we so reticent to believe that something like that can't happen here? Please get something on the books that will control what happens within our meeting halls.

There being no one else wishing to speak, this portion of the meeting was closed.

Section 108 Loan Crystal Lake loan repayment – NO

(requires super majority)

Loans paid with CDBG funds, depriving CDBG eligible programs of 3.4 million.

Money gotten back due to improper use of CDBG funds

We owe so much due to inability to account for payments and expenditures

It seems the people for whom this money was intended to benefit are always the last to be considered. “Yes that’s right”

The children don’t have shoes and analogous to paying for courthouse out of the General Fund

Misrepresentations – not a center, a program

Not 750K, 250K

If you consider this, then it would be ethical to commit half or 500K of “savings” (next year) to NBN H&T program

BAN plan

If spread out until 2015, 15 year reporting requirement extends to 2030

Land Use Plan

Council review, set public hearings

“Not sure what we want”

How about a “opportunity survey” conducted by planner

Mid-Broadway

RFQ process - should have a consistent process, recommend Land Use Committee assist

Dept of P&D with review of RFQ, also 1 to 2 Council members

No \$ for advertising

? press releases to regional papers

? sent to developers met at Brownfield conference (in Philly)

Capitol Planning

Update on Sanitation (why buy a truck if we are going to do Sanitation RFP – How will balance of 150k+ be paid for, what is condition of existing) , Parking and Water Towers

How many tax installments paid so far? Dollars expected/collected?

? Modified RFP process?????

Housing Rehab to Code Compliance - ? Spanish parenthetic

Varrick Homes

1968 + 40 years = 2008, when PILOT expired

Should have been paying full taxes for 3 years - ? was extension granted

Is assessed value of Varrick consistent with other Waterfront properties?

This is 2<sup>nd</sup> issue with PILOTS – are these improprieties and the responsible individuals being reported to the appropriate authorities?

## COMMENTS FROM THE COUNCIL

Councilwoman Bell said in regard to the Auction that we say we don't want stipulations but she is concerned when an active litigant is sold property. That doesn't make sense to her and should not be. It is very important to conduct our due diligence. She is excited about the clean-up and thanked Safe Harbors for taking the leadership on this and she hopes to see everyone there.

Councilwoman Bello thanked everyone for coming tonight.

Councilman Dillard thanked Safe Harbors for taking on the big responsibility of a putting a dent in the city with this clean-up. This is a gigantic task and he encouraged everyone to come out on May 7th to help.

Mayor Valentine said that our Auction was held two days following the tragedy on the Hudson River and we were all over the news. People literally signed up for the Auction within forty-eight hours because of the fact we made the news. That is not the way we want to make the news but it does get the name of Newburgh out there and he thinks we had more people show up for that Auction than we have ever had before. Auctions are good and bad but he thinks this one went pretty well. There was mention of an upset price but the Auction Companies have always said that an upset price doesn't always work because it takes people away from the bidding process. Granted if something does not fall within the guidelines that we want then we can reject it, which is what we did tonight. All in all forty-one of the forty-two properties were bid on and are now set up for closing which is an exciting thing for a municipality. Following last year with the taxes you would think that nobody would want to buy anything here but that is not true because people do see an opportunity here. We do need to check on them in a few months to see how things are going. In regard again to the tragedy that happened recently here in the City of Newburgh, we have gotten so many people and organizations that are willing to help from across the Country. He received an e-mail from the Voices of Glory offering anything they could do in the way of a fundraiser to help. These three young people have not forgotten their roots and have not forgotten Newburgh. Lastly, May 14<sup>th</sup> will be the Youth Pride Day celebration and our Drum Corp will be participating in the Parade this year. Around 1991 he started a clean-up of Broadway with the Chamber of Commerce and back then they measured their success by how much garbage they picked up. A clean-up never ends so he thanked Safe Harbors for what they are doing but he believes it needs to be done on an annual basis and that it should be expanded throughout the whole city.

**There being no further business to come before the Council the meeting adjourned at 8:30 p.m.**

**LORENE VITEK  
CITY CLERK**

