



City of Newburgh Council Work Session

March 20, 2014

6:00 p.m.

AGENDA

1. Presentations:
 - a. Project "I AM" next steps
 - b. Collaboration between the City of Newburgh and the Greater Newburgh Partnership to implement the Broadway Corridor Action Plan
 - c. Parking update

2. Economic and Community Development:
 - a. (Res. 65) Authorizing a transfer of property to the Newburgh Community Land Bank for the purpose of implementing the Residential Rent-to-Own program.
 - b. (Res. 66) Authorizing the conveyance of 255 Ann Street
 - c. (Res. 67) Amendment to the terms of sale related to the conveyance of unit 7-9 of the Ferry Crossing Condominiums

3. Grants/Contracts/Agreements:
 - a. (Res. 68) Authorizing a change order to the contract with General Code to provide for 25 additional user licenses for Laser Fiche Rio at a cost of \$25,300.00.
 - b. (Res. 69) Acceptance of a donation of services from NECSD to provide for the painting of police department K-9 vehicles
 - c. (Res. 70) Agreement with 'Got Wildlife?' for Water Department Pest Control

4. Finance:
 - a. (Res. 71) Newburgh Illuminated: authorizing the City Comptroller to transfer funds to the Community Foundation of Orange and Sullivan Counties

5. Discussion Items:
 - a. (Res. 72) Request to the New York State Legislature and the Governor to enact legislation regarding the use of traffic cameras for monitoring
 - b. Fishing at Brown's Pond
 - c. Residency requirement for the City Marshal

d. Reminders for Monday night:

- Proclaiming Women's History Month
- Proclaiming Mayor's Day of Recognition for National Service and presentation of certificates to volunteers
- Comptroller's monthly financial summary
- Safe Harbors Community Clean Up

6. Executive Session

a. Pending Litigation

RESOLUTION NO.: 65 - 2014

OF

MARCH 24, 2014

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE NEWBURGH COMMUNITY LANDBANK
IN CONNECTION WITH THE RENT-TO-OWN PROGRAM**

WHEREAS, the Newburgh Community Land Bank was incorporated pursuant to Article 16 and Section 402 of the Not-for-Profit Corporation Law and is a Type C Not-For-Profit corporation as defined in Section 201 of the Not-For-Profit Corporation Law; and

WHEREAS, the mission of the Newburgh Community Land Bank is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, upon the request of the Newburgh Community Land Bank, this Council has determined that transferring title of the parcels on the attached Schedule "A" for the purpose of disposition through a "Rent-to-Own" program is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the sale of the properties on the list attached hereto as Schedule "A" to the indicated purchaser be and hereby is confirmed and the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the properties are to be transferred to the Newburgh Community Land Bank subject to the Terms of Sale annexed hereto and made part hereof as Schedule "B"; and

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

SCHEDULE "A"

SECTION	BLOCK	LOT	STREET NUMBER	STREET	PURCHASE PRICE	DOWN PAYMENT
26	6	7.1	63	Grove Street	\$30,000.00	\$4,500.00
26	3	25	8	Larter Street	\$27,000.00	\$4,050.00
19	1	13	119	Montgomery Street	\$36,000.00	\$5,400.00

SCHEDULE "B"

Terms and Conditions of Sale

1. The City of Newburgh acquired title to the properties known as 63 Grove Street, 8 Larter Street and 119 Montgomery Street, more accurately described as Section 26, Block 6, Lot 7.1, Section 26, Block 3, Lot 25 and Section 19, Block 1, Lot 13, respectively, on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcels") in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. The total purchase price of the parcels shall be \$93,000.00 which is Seventy-Five (75%) Percent of the Appraised Value of the parcels of \$124,000.00. The purchaser shall pay to the City the purchase price as follows:

A down payment of Fifteen (15%) Percent of the Appraised Value in the amount of \$13,950.00 shall be due on or before May 1, 2014. The down payment shall be payable to the City of Newburgh by **certified check, bank check or money order.**

The balance of the purchase price in the amount of \$79,050.00 shall be due on the earlier of the transfer of the parcels to a third party who shall be an owner-occupant or 24 months from the delivery of the deed. This term of sale shall survive the closing of title.

Parcel	Appraised Value	Sale Price	Down Payment	Balance Due
63 Grove Street	\$40,000.00	\$30,000.00	\$4,500.00	\$25,500.00
8 Larter Street	\$36,000.00	\$27,000.00	\$4,050.00	\$22,950.00
119 Montgomery Street	\$48,000.00	\$36,000.00	\$5,400.00	\$30,600.00

3. The Purchaser warrants that it is purchasing the parcels for a homeownership program and shall within 24 months of the delivery of the deed, convey the parcels to another who shall maintain their domicile and principal residence at said parcels for a minimum of a five (5) year period. If any or all of the parcels remain unsold to an owner-occupant 24 months after the date of the delivery of the deed, the Purchaser shall pay to the City the balance of the purchase price and subsequent transfer of the parcels to a third party shall be subject to the Disposition Policies of the Newburgh Community Land Bank annexed hereto and made part hereof. This term of sale shall survive the closing of title.

Priorities Concerning the Disposition of Properties Newburgh Community Land Bank

The acquisition, use, and disposition of such properties shall at all times be consistent with the authority granted by the City of Newburgh, the laws of the state of New York, the articles of incorporation and bylaws of the City of Newburgh Land Bank, and the public purposes set forth therein.

As approved by the Board of Directors on September 19, 2012.

1. Priorities Concerning the Disposition of Properties

The disposition of properties shall be based upon a combination of three different factors. The first factor involves the intended or planned use of the property. The second factor considers the nature and identity of the transferee of the property. The third factor addresses the impact of the property transfer on the short and long term neighborhood and community development plans. Within each factor is a ranking of priorities. The disposition of any given parcel will be based upon an assessment of the most efficient and effective way to maximize the aggregate policies and priorities. The Board and Staff of the Land Bank shall at all times retain flexibility in evaluating the appropriate balancing of the priorities for the use of property, priorities as to the nature of the transferee of properties, and priorities concerning neighborhood and community development.

Priorities for Use of Property

1. Quality housing.
2. Return of the property to productive tax paying status.
3. Commercial and mixed use development.
4. Long term "banking" of properties for future strategic uses.
5. Provision of financial resources for operating functions of the Land Bank.

Priorities as to the Nature of the Transferee

1. Individuals who will own and occupy the residential property.
2. Qualified Landlords or real estate investors.
3. Qualified real estate developers; Entities that are a partnership, limited liability corporation, or joint venture comprised of a private nonprofit corporations and a private for-profit entity.
4. Businesses that will own and occupy commercial property.
5. Qualified nonprofits corporations that will hold title to the property on a long-term basis (primarily rental properties) or hold title to the property for purposes of subsequent redevelopment and re-conveyance to private third parties for homeownership.
6. Local government entities for public purpose use.

2. Land Disposition Policies

These policies pertain to transfers of property that may be vacant, improved or ready to occupy.

1. Individuals and entities that were the prior owners of property at the time of the tax foreclosure which transferred title to the Treasurer shall be ineligible to be the transferee of such property from the Treasurer.
2. The transferee must not own any real property that: a) has any unremediated citation or violation of the state and local codes and ordinances; b) a history of chronic code citations or violations of the state and local codes and ordinances; c) is tax delinquent; d) was transferred to a local government as a result of tax foreclosure proceedings.
3. The transferee must not have any judgments against them during the past 5 years regarding a landlord/tenant issue.
4. All tax incentives and financing necessary for the development to be completed must be committed for the development prescribed in the development agreement prior to actual disposition.
5. Options to purchase real estate may be available for a specified percentage of the purchase price with a negotiated time frame to be determined by the Land Bank. This fee will be credited to the parcel price at closing. If closing does not occur, the fee is forfeited. All option agreements are subject to all policies and procedures of the Land Bank pertaining to property transfers.
6. A precise narrative description of future use of the property is required. The future use must be in-line with local development plans. The development agreement shall apply to stated use.
7. The proposed use must be consistent with current zoning requirements or a waiver for non-conforming use is a condition precedent to the transfer.
8. Transactions shall be structured in a manner that permits the Land Bank to enforce recorded covenants or conditions upon title pertaining to development and use of the property for a specified period of time. Such restrictions may be enforced, in certain cases, through reliance on subordinate financing held by the Land Bank.
9. Any non-local residents or entities with a local agent may acquire Land Bank property only with an enforceable plan to place the property into immediate productive use (meaning the property is to be occupied immediately or with the immediate commencement of some form of development project that fits the stated mission of the Land Bank). This applies to all real property.

10. Any exception to the policies governing disposition shall be taken to the governing body of the Land Bank for approval.
11. If code or ordinance violations exist with respect to the property at the time of the transfer, the development or transfer agreements shall specify a maximum period of time for elimination or correction of such violations, with the period of time be established as appropriate to the nature of the violation of the anticipated redevelopment or reuse of the property.
12. The subject property must not have been used by the transferee or a family member of the transferee as his or her personal residence at any time preceding the submission of application (except in rental cases).
13. The Land Bank will consider 'Land Leasing' as a method of disposition in any transactions.
14. Where part or all of the consideration for the transfer is the prospective affordability of the housing units, affordability requirements may be set forth in the transfer agreement and enforceable through recorded covenants, conditions or limitations upon title.

The following additional policies shall apply to properties to be transferred to individual transferees as part of a homeownership program.

1. The owner-occupant must complete renovations and move into the structure with in a time frame negotiated by the Land Bank.
2. The property may not be used solely as rental property.
3. For properties transferred for cash consideration below full fair market value of the property, the owner-occupant must reside in the property as his or her primary residence for at least a 5-year period. If the property is sold prior to the 5-year period, the transferee must either:
 - a) sell the property for no more than the purchase price from the Land Bank plus all cost of property improvements; or
 - b) repay the land bank the difference between the purchase price and the initial fair market value.

RESOLUTION NO.: 66 - 2014

OF

MARCH 24, 2014

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 255 ANN STREET (SECTION 35, BLOCK 3, LOT 5)
AT PRIVATE SALE TO BENEDETTO PAPALEO FOR THE AMOUNT OF \$8,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 255 Ann Street, being more accurately described as Section 35, Block 3, Lot 5 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before May 23, 2014, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
225 Ann Street	35 - 3 - 5	Benedetto Papaleo	\$8,000.00

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

Terms and Conditions Sale

255 Ann Street, City of Newburgh (35-3-5)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2013 County Tax and 2013-2014 School Taxes. The purchaser shall reimburse the City for 2013 County Taxes and 2013-2014 School Taxes. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provisions of law applicable thereto and it is the sole responsibility of the purchaser bidder to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding.

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

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before May 23, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 67 - 2014

OF

MARCH 24, 2014

A RESOLUTION AUTHORIZING THE AMENDMENT
OF A GRANTEE ON A DEED AND AN EXTENSION
OF TIME TO CLOSE TITLE FOR REAL PROPERTY KNOWN
AS UNIT 7-9 FERRY CROSSING CONDOMINIUMS
LOCATED AT 350 WATER STREET (SECTION 55, BLOCK 1, LOT 1.37)

WHEREAS, by Resolution No.: 243-2013, the City Council authorized the sale of the premises located at Unit 7-9 Ferry Crossing Condominiums, located at 350 Water Street, being more accurately described as Section 55, Block 1, Lot 1.37 on the official tax map of the City of Newburgh to Shane Garzione; and

WHEREAS, Mr. Garzione has now requested that the deed be assigned to his own name and Roland Bloomer; and

WHEREAS, the Terms and Conditions of Sale provided for a closing to take place on or before February 24, 2014; and

WHEREAS, Mr. Garzione has requested an extension of time to close title on Unit 7-9 Ferry Crossing Condominiums, located at 350 Water Street; and

WHEREAS, this Council has determined that authorizing the amendment to the grantee and granting the requested extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized and directed to execute and deliver a quitclaim deed to Shane Garzione and Roland Bloomer, upon receipt of the purchase price in cash, money order, good certified or bank check and that an extension of time to purchase real property known as Unit 7-9 Ferry Crossing Condominiums, located at 350 Water Street, being more accurately described as Section 55, Block 1, Lot 1.37 be and is hereby granted until April 30, 2014; and

BE IT FURTHER RESOLVED, the Terms and Conditions of Sale, a copy of which is annexed hereto, be and are hereby amended to provide for such extension.

Terms and Conditions Sale

Unit 7-9, Ferry Crossing Condominium

350 Water Street, City of Newburgh (55-1-1.-37)

STANDARD TERMS:

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

9. The entire purchase price, and all closing costs/fees must be paid by guaranteed funds to the City of Newburgh on or before April 30, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. 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.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 608 -2014

OF

MARCH 24, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A CHANGE ORDER TO THE CONTRACT WITH GENERAL CODE
FOR THE INSTALLATION AND USE OF LASERFICHE RIO TO PROVIDE
AN ADDITIONAL TWENTY-FIVE USER LICENSES AT A COST OF
TWENTY-EIGHT THOUSAND THREE HUNDRED (\$28,300.00) DOLLARS**

WHEREAS, by Resolution No. 43-2008 of March 31, 2008, the City Council of the City of Newburgh authorized the City Manager to sign an agreement with General Code for Laserfiche software installation, training and support to meet the document imaging and management needs of the City Clerk and the Code Compliance Department; and

WHEREAS, by Resolution No. 203-2013 of October 15, 2013, the City Council authorized the Interim City Manager to sign an agreement with General Code for Laserfiche RIO software installation, training and support to expand the use of the Laserfiche Rio system to other City departments, allowing other City departments to access records already converted to electronic format, including integration with the existing KVS system and to reduce costs associated with traditional paper copying and printing; and

WHEREAS, it is necessary to increase the number of user licenses permitted under the existing Laserfiche RIO agreement from 25 to 50 in order to cover fully all City departments; and

WHEREAS, General Code has submitted a change order, a copy of which is attached hereto, to amend the existing contract to include 50 named users; and

WHEREAS, the funding for the change order in the amount of Twenty-Eight Thousand Three Hundred (\$28,300.00) Dollars shall be derived from H1.1460.0201.8101.2013; and

WHEREAS, this Council has determined that entering into the change order with General Code is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he hereby is authorized to sign a change order to the agreement with General Code for Laserfiche RIO for an additional 25 user licenses as outlined in said change order with other provisions as Corporation Counsel may require.



781 Elmgrove Rd. • Rochester, NY 14624
 (855) GEN-CODE • (585) 328-1810
 FAX (585) 328-8189

CHANGE ORDER #NE1082_02192014- ADDITIONAL PRODUCT OR SERVICES

This change order is subject to General Code's Content Management Solutions Terms & Conditions which are available at www.generalcode.com/TCdocs and are incorporated herein by reference, and client authorizes General Code to proceed with the project.

Client Name: City of Newburgh
Address: 83 Broadway
 Newburgh, NY 12550

Contact Person: Glenn Kurcon
Account Executive: Bruce Cadman
Date: 02-19-2014

NOTE: Options are priced to reflect applicable qualifying tier amounts based on the number of users chosen.

OPTION #1 - Priced at 25 Tier (original 25 user licenses plus an additional 15 user licenses)

Line Item Description	Model #	Quantity	Unit Price	Total
Base Software				
Rio Named Full Users (25 Tier)	ENFPL25	15	\$900.00	\$13,500.00
RIO Records Management (25 User Tier)	ERM	15	\$90.00	\$1,350.00
Base Software Subtotal				\$14,850.00
Support				
LSAP Rio Named Full User (25 Tier)	ENFPL25B	15	\$198.00	\$2,970.00
RIO LSAP Records Management (25 User Tier)	ERMB	15	\$20.00	\$300.00
Support Subtotal				\$3,270.00
Services				
Remote Services	RS03	1	\$300.00	\$300.00
Services Subtotal				\$300.00
Grand Total				\$18,420.00

LSAP: 2nd year forward for this component is estimated to be: \$3,270.00
 This estimate is subject to change based upon the then-current support prices for that year.

OPTION #2 - Priced at 50 Tier (original 25 user licenses plus an additional 25 user licenses)

Line Item Description	Model #	Quantity	Unit Price	Total
Base Software				
Rio Named Full Users (50 Tier)	ENFPL50	25	\$833.00	\$20,825.00
RIO Records Management (50 User Tier)	ERM	25	\$84.00	\$2,100.00
Base Software Subtotal				\$22,925.00
Support				
LSAP Rio Named Full User (50 Tier)	ENFPL50B	25	\$184.00	\$4,600.00
RIO LSAP Records Management (50 User Tier)	ERMB	25	\$19.00	\$475.00
Support Subtotal				\$5,075.00
Services				
Remote Services	RS03	1	\$300.00	\$300.00
Services Subtotal				\$300.00
Grand Total				\$28,300.00

LSAP: 2nd year forward for this component is estimated to be: \$5,075.00
 This estimate is subject to change based upon the then-current support prices for that year.

CHANGE ORDER FORM

LSAP fees shown herein are for a full year LSAP. As applicable, LSAP will be prorated to align with the existing LSAP anniversary date for the main system. Therefore, the LSAP amount on your invoice may be less than the amount shown here.

Please select:

- Option #1 – Additional 15 Full User Licenses (25 Tier) = \$18,420.00
- Option #2 – Additional 25 Full User Licenses (50 Tier) = \$28,300.00

Timeline: This service will be provided within 60 days from receipt of the signed Change Order.

Payment Terms: 50% on receipt of signed change order; 50% on delivery of software and/or services.

Price Validity: Price is valid for 30 days from 02-19-2014.

(Client please fill out) Invoice for this Change Order to be sent to:

Department: _____ **Contact Name:** _____

The prices and specifications in this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK

Signature _____ **Date** _____

Name _____ **Title** _____

RESOLUTION NO.: 69 -2014

OF

MARCH 24, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ACCEPT A DONATION OF SERVICES
FROM THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT FOR THE
REPAINTING OF TWO CITY OF NEWBURGH POLICE DEPARTMENT VEHICLES**

WHEREAS, the City of Newburgh Police Department has two K-9 Police vehicles identified as Car No. 160 and Car No. 165 which require repainting; and

WHEREAS, the Newburgh Enlarged City School District has students at Newburgh Free Academy who have the ability to paint the police vehicles in connection with their classwork as a donation to the City of Newburgh; and

WHEREAS, the City shall bear the cost of the materials needed to complete the paint job in the amount of \$600.00; and

WHEREAS, this Council has determined it to be in the mutual best interests of the City of Newburgh and the students of Newburgh Free Academy to accept such donation of services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a donation of services from the Newburgh Enlarged City School District and Newburgh Free Academy for students to paint two City of Newburgh Police Department vehicles, with the appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: 70 -2014

OF

MARCH 24, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
GOT WILDLIFE? LLC FOR WILDLIFE MANAGEMENT SERVICES FOR THE WATER
TREATMENT FACILITY, WASHINGTON LAKE AND DAM AND BROWNS POND
PUMP HOUSE AND DAM AT A COST OF \$995.00 PER MONTH**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Got Wildlife? LLC for wildlife management removal and control at the Water Treatment Plant, Washington Lake and Dam and Browns Pond Pump House and Dam; and

WHEREAS, the cost for these services will be \$995.00 per month and funding shall be derived from F.8320.448; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such services would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Got Wildlife? LLC for wildlife management services for the Water Treatment Facility, Washington Lake and Dam and Browns Pond Pump House and Dam at a cost of \$995.00 per month.

Wildlife Management Control & Removal Contract 2014

12/5/2013

**Mr Jeffrey Wynans
Superintendent of Water
493 Little Britain Road
Newburgh NY 12550
Mission Statement**

Our goal is to provide professional, permanent, humane solutions for wildlife removal and preservation services for both residential and commercial structures and properties

Got Wildlife? LLC is the Leading Provider of Wildlife Management Services in New York, New Jersey and Connecticut. We handle nearly all aspects of wildlife control, and resolve conflicts between people and wildlife in a humane and professional manner. We have worked with and resolved many Wildlife Management issues for many commercial facilities including YWCA recreational buildings, Kraft General Foods, Burger King, McDonalds, New York State DOT, Indian Point Nuclear Power Plant, UPS, United Water and many more. We have formed relationships and assist many local Police Departments and Municipalities in our service areas. Professional references are available upon request.
The physical water inspections all have been completed.

Property Access: Keys to the properties will be provided to Got Wildlife? to allow consistent access to trap set/remove wildlife.

Pricing:

Monthly Wildlife Property Management Contract : \$995.00 Tax Exempt

Contract begins 1/1/2014 billed.

Water Treatment Facility and Offices Newburgh Ny

- **Washington Lake and Dam at Washington Lake Newburgh Ny**
- **Browns Pond , Pump House and Dam, New Windsor Ny**

****Monthly Invoice Billing is issued on the 1st of each month.**

This Wildlife Management Control & Removal Contract Proposal is between Got Wildlife? LLC and the City of Newburgh Water Department located at 493 Little Britain Rd Newburgh NY 12550.

All work to be completed in a workmanlike manner according to standard practices. Got Wildlife? LLC will operate wildlife management services under the approved guidelines and regulations for both New York State, New Jersey's, and Connecticut's Department of Environmental Conservation.

Authorized Signature: Dan Schwarzbeck Date 12/05/2013
Dan Schwarzbeck/ Owner-Operator

ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Signature _____ Date _____ / 2014
Jeffrey Wynans Superintendent of Water

Please note:

- **Trapping:** GOT WILDLIFE? LLC will continue to trap until the "live" animal source of the problem is solved. GOT WILDLIFE? LLC reserves the right to modify the contract proposal if circumstances such as too many "non target" catches, or poor owner co-operation occurs. Depending on the circumstances GOT WILDLIFE? LLC reserves the right to stop trapping, continue or return at a later date.
- **Equipment:** If traps or any other Got Wildlife? LLC equipment, is lost, stolen, damaged or otherwise missing during the time at which Got Wildlife? LLC is performing the services defined in the contract proposal the customer, owner, manager or tenant (legal owner or possessor of the property where services are rendered) will be billed for the cost of replacement. It is against the law in New York & New Jersey to tamper with or remove any wildlife trap.
- **Access:** During the contract period the customer, owner, manager, tenant agrees to make the interior and exterior of the premises accessible for inspection, trap setting, checking, movement, and exclusion purposes.
- **Animal Disposition:** Said animal(s) shall be handled in accordance to the owner's preference as long as it abides by New York and/or New Jersey/ Conn State Law. If an animal is released on the contracted property, GOT WILDLIFE? LLC can offer no guarantee that the said animal(s) will not damage property and / or re-enter the property. Owner is obligated to provide GOT WILDLIFE? LLC with information regarding observed animal movements or actions in a timely fashion. The owner understands that he/she are the eyes and ears of GOT WILDLIFE? LLC. Failure to notify may result in greater damage to the property.

Disclaimer

The process (es) used in eradicating, evicting and controlling animal(s) subjects involves equipment that may be hazardous to human beings and animals. Therefore, GOT WILDLIFE? LLC disclaims any responsibilities for any injuries or damage that may occur to any person(s) or animal(s) as a result of said trap(s) and / or equipment being used. Further the trap(s) themselves and any animal caught in said trap(s) may be hazardous to any person(s) or animal(s) that get too close to said trap(s) or animal(s). Therefore, the owner understands and agrees that GOT WILDLIFE? LLC will not be responsible for any injuries to any person(s) or animal(s) or for any damages resulting from person(s) and animal(s) getting too close to the said trap(s) whether said trap(s), are empty or there are any animal(s) trapped therein. The target animal(s) may cause damage to the premises or cause injuries to person(s), animal(s), or property prior to being captured, when captured or being released on the owner's property. It is possible that trapped animal(s) may escape from said trap(s). Any animal(s) caught in said trap(s) may damage or contaminate the area around or under the said trap(s). It is also possible that the animal(s) may escape while being removed from the premises by GOT WILDLIFE? LLC. Therefore, the owner understands and agrees that GOT WILDLIFE? LLC will not be responsible for any injuries to person(s), animal(s), or any damage to property caused by the said animal(s) while on the owner's premises.

As there may be more than one animal and / or causes regarding the owner's complaints, GOT WILDLIFE? LLC does not guarantee that all animals and / or animal carcasses have been found and/ or removed or that the causes of the owner's complaints have been rectified.

IT IS AGAINST STATE LAW TO REMOVE ANIMALS DEAD OR ALIVE FROM YOUR RESIDENTIAL OR COMMERCIAL PROPERTY.

GOT WILDLIFE? The Leading Provider of Commercial and Residential Wildlife Management Services in New York, New Jersey and Connecticut 1-877-FUR-FIND

RESOLUTION NO.: 71 - 2014

OF

MARCH 24, 2014

A RESOLUTION TO AUTHORIZE THE TRANSFER OF FUNDS DONATED TO THE CITY OF NEWBURGH ON BEHALF OF THE NEWBURGH ILLUMINATED FESTIVAL TO THE COMMUNITY FOUNDATION OF ORANGE AND SULLIVAN COUNTIES, INC.

WHEREAS, by Resolution No. 109-2012 of June 18, 2012, the City Council of the City of Newburgh authorized the City Manager to accept donations in support of the Newburgh Illuminated Festival; and

WHEREAS, the Newburgh Illuminated Festival 2014 has entered into a Fiscal Sponsorship Agreement with the Community Foundation of Orange and Sullivan Counties, Inc. to accept charitable donations received and to pay expenses incurred in connection with the 2014 Festival; and

WHEREAS, the Newburgh Illuminated Festival 2014 Steering Committee has requested that the City of Newburgh transfer the donations received by the City of Newburgh to date to the Community Foundation of Orange and Sullivan Counties, Inc.; and

WHEREAS, this Council finds that transferring said funds is in the best interests of the City of Newburgh and the Newburgh Illuminated Festival;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the Interim City Manager and the City Comptroller to transfer to the Community Foundation of Orange and Sullivan Counties, Inc. donations received on behalf of the Newburgh Illuminated Festival; and

BE IT FURTHER RESOLVED, that the Council of the City of Newburgh continues to sponsor the Newburgh Illuminated Festival 2014 by providing insurance coverage for the event and the use of the City's Federal tax identification number for the purposes of applying for grant funds to support the event as set forth in Resolution No. 203-2013 of October 15, 2013.



FISCAL SPONSORSHIP AGREEMENT OF
THE COMMUNITY FOUNDATION OF ORANGE COUNTY, INC.
d/b/a Community Foundation of Orange and Sullivan

This AGREEMENT is made the 26th day of February, 2014, by and between the Community Foundation of Orange County, Inc. d/b/a Community Foundation of Orange and Sullivan (herein, the "Foundation") and NEWBURGH ILLUMINATED (2014) (herein, the "Grantee").

WHEREAS, the Foundation is a not-for-profit New York corporation and a publically supported "community foundation" exempt from taxation under Internal Revenue Code section 501(c)(3);

WHEREAS, the mission of the Foundation is to enhance the quality of life of the citizens of Orange County and Sullivan County, New York, and is dedicated to building a better community by promoting philanthropy through creative donor services;

WHEREAS, Grantee does not presently intend to form a not-for-profit New York corporation and apply for recognition by the Internal Revenue Service as an organization described in Internal Revenue Code §501(c)(3) and exempt from taxation pursuant to Internal Revenue Code §501(a);

WHEREAS, Grantee intends to conduct a fundraising project culminating in the Summer of 2014 intended to generate funds to be distributed for the following purposes:

"This group is sponsored by the City of Newburgh and its purpose is to host a celebration of the history and people of Newburgh NY for the purpose of highlighting the assets and achievements of the City of Newburgh. The 2014 Newburgh Illuminated Festival is an event designed to bring City residents together in celebration, to 'illuminate' and market the great assets of the City, to bring new people into the city, thus resulting in increased tourism, new business and positive regional perception."

(herein, the "Project");

The goal of Newburgh Illuminated is to host an annual event in 2014, 2015, and 2016. This fiscal sponsorship agreement, and fee structure to administer same, is for 2014 Newburgh Illuminated project only.

Fiscal sponsor ("Foundation") and Grantee have the option to renew fiscal sponsorship agreement in 2015 and 2016. If renewed in future years, fee structure will be determined at the time of annual renewal.

WHEREAS, in order to maximize donations to the Project, Grantee desires that donations qualify as tax-deductible charitable contributions of the donors, however, donations made to Grantee will not so qualify;

WHEREAS, Grantee desires to work with a "fiscal sponsor," that is, a 501(c)(3) not-for-profit corporation that is qualified to accept tax-deductible charitable contributions and will apply the funds donated as grants as intended;

WHEREAS, the Foundation from time to time acts as fiscal sponsor for community projects that are in furtherance of the Foundation's tax-exempt purposes and mission and are approved by the Board of Directors;

WHEREAS, the Foundation's Board of Directors has duly considered the Project and determined that it is charitable in nature and in furtherance of the Foundation's own corporate, tax-exempt purposes and mission, and has therefore resolved that the Foundation should serve as fiscal sponsor of the Project in accordance with the terms and conditions of this agreement;

NOW THEREFORE, the parties agree as follows:

1. **The Project.** As used herein, the term "Project" shall mean that certain Grantee intends to conduct a fundraising project culminating in the summer of 2014 in the City of Newburgh and is intended to generate funds to cover the cost of the 2014 Newburgh Illuminated "Project."
2. **Sponsorship.** The Foundation, subject to its charter, bylaws, rules, regulations, policies, applicable laws and regulations, and pursuant to the following terms and conditions, hereby agrees to serve as fiscal sponsor for the Project. As fiscal sponsor, Foundation shall accept charitable contributions received in connection with the Project (herein, "Project Funds"), provide written receipts to donors, pay expenses incurred directly in connection with Grantee conducting the Project, and disburse Project Funds, net of expenses paid, as grants/expenses as further provided below, subject however, to the Foundation's variance power, and further subject to deduction or payment of the administrative fee provided for below.
3. **Fund Management.** All Project Funds held by Foundation will be subject to the governing instruments and control of the Foundation. The Foundation will acknowledge all contributions to the Fund in writing. The Foundation will provide regular financial reports to the Grantee. Project Funds will be retained in a segregated, non-interest bearing account, in the name of and controlled by the Foundation.
4. **Project Expenses.** The Foundation will pay expenses incurred by Grantee directly in connection with conducting the Project, solely out of Project Funds, and only to the extent of the current balance of Project Funds at any time. Grantee shall request payment of Project expenses by completing and submitting to the Foundation the Project Fund Payment Request Form

annexed hereto at **Schedule B** and made a part hereof. All expenses must be evidenced by written invoices. The Foundation shall have the right to confirm the validity of the expenses submitted and may refuse to pay Expenses determined to be not in furtherance of the Project. The Foundation will not be liable for any debts incurred in connection with the Project, and all such debts shall be the obligation of Grantee. Disbursements are also subject to the Sponsorship Disbursement Policy annexed hereto at **Schedule C** and made a part hereof.

5. **Grants. NOT APPLICABLE for Newburgh Illuminated Fiscal Sponsorship**

6. **Accounting and Reporting.** The Foundation shall maintain complete and accurate books and records pertaining to Project revenues and expenditures. The Foundation shall provide all necessary accounting services, and shall prepare and file necessary reports to the New York Attorney General and Internal Revenue Service.

7. **Variance Power.** The Foundation shall have the power to modify any restriction or condition on the distribution of Project funds for any specified charitable purpose or to any specified organization if, in the sole judgment of the Foundation, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served, without obtaining the approval of any participating trustee, custodian, or agent of the Foundation.

8. **Limitations.** The responsibility of the Foundation shall be limited to paying expenses and distributing funds as grants solely in furtherance of the Project. The Foundation shall have no responsibility to perform, complete or cause the completion of the Project. The Foundation shall have no obligation to raise funds for the Project. The involvement of the Foundation as fiscal sponsor shall not constitute or be deemed to be an endorsement or recommendation of the Project.

9. **Grantee's Warranties and Representations.** Grantee warrants and represents that the Project will be conducted lawfully and without infringing on any rights of any person; all invoices submitted for payment will be genuine and incurred directly in furtherance of the Project, and; all of Grantee's communications to the Foundation will be true, complete and accurate.

10. **Administrative Fee.** In consideration of its services under this agreement, the Foundation will charge an administrative fee determined in accordance with the formula set forth in **Schedule A**, attached hereto and made a part hereof. In addition, the Foundation will be reimbursed for ordinary bank service fees, credit card fees and similar transaction fees incurred solely in connection with the Project. Grantee agrees that the Foundation may deduct its administrative fee and reimbursement from sums collected for the Project, provided, if such sums are insufficient, Grantee shall pay any deficiency.

11. **Indemnification.** Grantee shall defend, indemnify and hold the Foundation harmless from any and all liability, damages or costs, including attorneys' fees and court costs, arising out of or resulting from any breach by Grantee of any of its covenants, representations or warranties herein or the Foundation's role as fiscal sponsor. The Foundation may require that providers of

goods, services, labor and materials to the Project defend, indemnify and hold the Foundation harmless from and any and all liability, damages or costs, including attorneys' fees and court costs, arising out of or resulting from the Foundation's role as fiscal sponsor.

12. Termination. Either party may terminate this agreement on not less than thirty (30) days written notice to the other.

a. If Grantee does not wish to continue the Project with another sponsor following termination, then the Foundation may dispose of any Project Funds remaining on hand in any manner consistent with applicable tax and charitable trust laws and other obligations including, without limitation, any donor restrictions.

b. If Grantee does wish to continue the Project with another sponsor following termination, then the Foundation shall retain possession and control of Project Funds until a qualified successor sponsor has entered into a written succession agreement with Grantee and the Foundation, subject to the approval of any third parties (including donors) that may be required, the agreement and consent of Grantee and the Foundation not to be unreasonably withheld. If no agreement with a successor sponsor is entered into by the first anniversary of the effective date of terminate, then upon ten (10) days written notice to Grantee, the Foundation may dispose of any Project Funds remaining on hand in any manner consistent with applicable tax and charitable trust laws and other obligations including, without limitation, any donor restrictions.

13. Dissolution of the Foundation. In the event of the dissolution of the Foundation, any Project Funds will be distributed to one or more organizations eligible to receive funds under the Articles and Bylaws of the Foundation to be administered by such organization(s) in accordance with this agreement.

14. Notices. Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given in person, or by registered or certified mail, return receipt requested, or any delivery service that requires a written, signed receipt confirming delivery of the envelope or package delivered, at the respective addresses hereinabove set forth, or such other address or addresses as may be designated by either party. Such notices shall be deemed given one (1) day after personal delivery, receipt of registered or certified mail, or delivery by a delivery service, as the case may be. No party may refuse a notice from another party.

15. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State.

16. Entire Agreement. This agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this agreement and are incorporated by reference.

17. Amendment. This agreement may not be amended or modified, except in a writing signed by both parties hereto.

18. **No Partnership.** This agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties hereto, and Grantee shall make no such representation to any person.

19. **No Waiver.** No course of dealing on the part of any party, nor any failure or delay by any party with respect to exercising any of its respective rights under this agreement, shall operate as a waiver thereof. A waiver by any party of any term or condition of this agreement or breach of this agreement (whether by conduct or otherwise) in any one or more instances shall not be deemed or construed as a further or continuing waiver in such instance or for any other purpose.

20. **Remedies.** The rights and remedies provided herein are cumulative and shall not be exclusive of any other rights or remedies provided by law or otherwise available.

21. **Jurisdiction and Venue.** All actions arising under or related to this agreement shall be adjudicated solely in the courts of the State of New York in Orange County, New York, to whose jurisdiction the parties hereby consent.

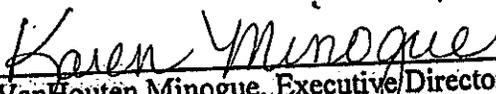
22. **Saving.** If any provision of this agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall continue in full force and effect.

IN WITNESS WHEREOF, each party hereto has executed this agreement by its duly authorized representative as of the dates set forth below.

The Community Foundation of Orange County, Inc.
d/b/a Community Foundation of Orange and Sullivan

"Foundation"

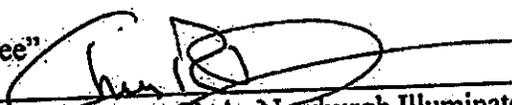
By:


Karen A. VanHouten Minogue, Executive Director

2/28/14
Date

"Grantee"

By:


Chuck Thomas, Chair, Newburgh Illuminated Steering Committee
Director, Newburgh Free Library
124 Grand Street, Newburgh, NY 12550
(C) 845.563.3605 (C) 845.313.2949 cthomas@rcls.org

2/28/14
Date

Schedule A
Administrative Fee Schedule

\$1,000.00 flat fee to receive donations or pay Project expenses for 2014 Newburgh Illuminated (only).

Extraordinary Services Fee: Although not anticipated, when unusual or extraordinary services are requested or required, reasonable additional charges will be assessed for the duties performed. The cost is charged as an additional expense to the fund. That fee is typically \$75 per hour. **Any extraordinary fees will be discussed in advance.**

Schedule B



FUND DISBURSEMENT/GRANT REQUEST FORM

Date: _____

Name of Fund: _____

Payee name: _____

Contact name: _____

Payee mailing address: _____

Amount: \$ _____

Recommended by: _____

Special Instructions: _____

Date Authorized: _____ Authorized Signature: _____

Phone Number: _____ E-Mail: _____

Signature: _____

Purpose of disbursement: Please attach invoice if applicable. _____

APPROVAL BY COMMUNITY FOUNDATION OF ORANGE AND SULLIVAN

Approved by: _____

Date approved: _____

Payments will not be made for expenses that are not directly in furtherance of the Project or do not have the required supporting documentation. If you have questions or concerns, please contact:
Karen VanHouten Minogue, Community Foundation Executive Director or Stacey Muller, Community Foundation Finance Manager at 845-769-9393

Schedule C

Sponsorship Disbursement Policy

Donations. The Foundation will accept, process, and acknowledge contributions to the Foundation designated as being for the benefit of the Project. This includes issuing receipts for tax deductions. **Donations should be made payable to "CFOS-Newburgh Illuminated."**

Donors. The Foundation's staff will not meet with donors or assist them in completing required documentation. The Foundation will educate Grantee as to required documentation and Grantee will be responsible to direct and assist its donors. Except as required by law, or with the donor's permission, the Foundation shall not publicly disclose the identities of donors. The Foundation recommends that Grantee make no external disclosure of any donor's identity without the donor's permission.

Payment Requests and Disbursements. The Foundation will disburse funds only upon request by Grantee in writing on a voucher form furnished by the Foundation and properly completed by Grantee, accompanied by any required documentation, and only as authorized by this agreement. The voucher will require, among other things, full contact information for the payee, the amount to be paid, the goods or services provided by the payee, the dates such goods or services provided were or will be provided, and the purpose of such goods or services in furtherance of the Project. In order to assure the propriety of requested payments and compliance with this agreement and applicable laws and regulations, the Foundation has the right to make inquiry of Grantee and directly to payees or other third parties, with or without prior notice to Grantee. Unless the Foundation has cause to question the propriety of a requested payment, payment will be made within thirty (30) days of receipt of a properly completed voucher and required documentation. Payments will be made by check payable to the order of the payee.

Sales Tax Exemption. The Foundation will provide, upon request, sales tax exemption forms made out to specific Project vendors limited to goods or services to be used exclusively in furtherance of the Project. Any property purchased pursuant to using such sales tax exemption shall become the Property of the Foundation but may in the Foundation's discretion be transferred as a grant to the Grantee. Grantee shall indemnify the Foundation for any sales and use taxes (including interest, penalties and the Foundation's reasonable contest expenses) ultimately determined to be payable by the Foundation with respect to such purchase and/or grant.

Pledges. Promises or pledges to donate are interpreted by the Foundation as mere statements of intention, which the Foundation will not enforce through legal action. The collection of any amounts for which potential donors have expressed intention to contribute shall be the sole responsibility of Grantee. If Grantee desires to have a donor sign a legally enforceable pledge, Grantee shall be responsible to obtain and pay for legal or other services which the Foundation may deem necessary or desirable to negotiate, draw and execute such agreement. If Grantee desires to enforce a pledge, Grantee shall be responsible to obtain and pay for legal or other services which the Foundation may deem necessary or desirable for such purpose.

Loans. The Foundation will not accept loans for the benefit of the Project.

Advances. The Foundation shall not advance money for the Project. Deposited funds must be cleared by the bank prior to any requested draw, which may take up to two weeks.

Suspension. The Project shall not maintain a negative balance in its account at any time. Without liability to Grantee or to any third party, the Foundation shall have the right to suspend financial activity or to stop payment of outstanding checks if there are insufficient funds, and any cost thereof shall be borne by Grantee.

Prohibited Activities. Grantee may not conduct fundraising activities involving an element of chance, such as bingo or raffles, or other activities which are prohibited by law or for which a license or permit is required.

Amendments. The Foundation may amend this Policy from time to time on thirty (30) days written notice to Grantee.

RESOLUTION NO. 42 - 2014

OF

MARCH 24, 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH CALLING FOR
THE NEW YORK STATE LEGISLATURE AND THE GOVERNOR TO ENACT
LEGISLATION AUTHORIZING THE USE OF TRAFFIC CAMERAS TO MONITOR
TRAFFIC IN ORDER TO CONTROL SPEEDING AND RUNNING RED LIGHTS FOR
ALL THE CITIES IN THE STATE OF NEW YORK

WHEREAS, New York State Vehicle and Traffic law §1111-a(a) established a Red Light Camera Monitoring Program in the City of New York to enhance public safety, which Program uses cameras fixed at locations to photograph the rear of vehicle as it runs through a red light and a Notice of Liability is then issued to the registered owner of the vehicle. During its eighteen years of implementation, the Program has proven to be enormously effective in traffic safety to prevent injuries and the loss of life resulting from accidents caused by red light running; and

WHEREAS, on September 31, 2013, legislation was enacted extending the use of traffic camera monitors which established a demonstration program imposing liability on owners of motor vehicles found to be in violation of the speed limit in school speed zones of New York City through the use of a speed limit photo device; and

WHEREAS, the advances in technology have been found to be a proficient and effective tool for enforcement agencies in providing public safety and technology allowing local communities to enhance their local police and traffic forces with valuable tools and instruments so that their police force can fight crime on the street while still maintaining quality of life issues for its citizenry; and

WHEREAS, all cities across the State of New York need to keep their streets safe and ensure a high quality of life to their citizens while trying to keeping their budgets within the two (2%) percent tax cap. Cities should have the right to use the best technology available to accomplish this task including the use of Traffic Control cameras; and

WHEREAS, public safety is a top priority for the City of Newburgh as it is in all cities in the State of New York. While federal, state, county and city police continue to fight "guns on the street," local county and city leaders continue to identify and explore affordable alternative opportunities to enhance public safety and the quality of life. Providing camera monitoring devices to the City of Newburgh, will secure safer streets from speeding motorists and stop sign violators and enhance the City's local police force efforts to protect the streets of Newburgh;

NOW THEREFORE, BE IT RESOLVED, that We, the members of the City Council of the City of Newburgh respectfully request that the New York State Legislature and the Governor of the State of New York enact Legislation authorizing the use of vehicle and traffic cameras to monitor and control traffic in the cities in New York State and in particular in the City of Newburgh; and be it further

RESOLVED, that certified copies of this resolution be sent to the Honorable Andrew M. Cuomo, Governor of the State of New York, and to the Chair of the Cities Committee, Felix Cortez, Senator William J. Larkin, Jr. and Assemblyman Frank Skartados.

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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

MEMORANDUM

TO: Mayor Judy Kennedy
Councilwoman Genie Abrams
Councilwoman Regina Angelo
Councilman Cedric Brown
Councilwoman Cindy Holmes
Councilwoman Gay Lee
Councilwoman Karen Mejia

FROM: Michelle Kelson, Corporation Counsel

RE: Proposed local law to expand residency requirement for City Marshal

CC: James A. Slaughter, Interim City Manger

DATE: March 12, 2014

On March 6, 2014, the Chief Clerk of the Newburgh City Court advised the Corporation Counsel that the current City Marshal may be unavailable for a period of time. The Chief Clerk and I confirmed that the Section 10B of the Newburgh City Court Act authorizes the City Judge to appoint an Acting City Marshal in the absence or disability of the City Marshal. I noted that the New York Court of Appeals held that city marshals are local and not State officers within the meaning of Public Officers Law Section 2, and therefore, the provisions of Sections 3(1) and 30(1)(d) of the Public Officers Law apply to the position of City Marshal. Accordingly, the City Marshal and the Acting City Marshal must be City residents.

In 2011, I was asked to draft a local law amending Section C3.00(D) entitled "Municipal officers enumerated" of the Code of the City of Newburgh to permit the City Marshal to reside outside the City of Newburgh. This local law was not passed by the City Council at that time.

I have been asked to re-draft the local law to permit the City Marshal and/or Acting City Marshal to reside outside the City of Newburgh and have attached the proposed local law for your review and consideration at the March 20, 2014 work session. A public hearing is required before passing such local law.

Please do not hesitate to contact the undersigned if you have questions or require more information.



MICHELLE KELSON

MK/ar
Attachments

LOCAL LAW NO.: _____ - 2014

OF

A LOCAL LAW AMENDING CITY CHARTER SECTION C3.00
ENTITLED "MUNICIPAL OFFICERS ENUMERATED"
OF THE CODE OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Charter Section C 3.00 entitled "Municipal officers enumerated" of the Code of the City of Newburgh".

SECTION 2 - AMENDMENT

City Charter Section C 3.00 entitled "Municipal officers enumerated" of the Code of the City of Newburgh is hereby amended to read as follows:

§ C3.00. Municipal officers enumerated. The officers of the City or municipality shall be as follows:

D. The provisions of this section or of § 3 of the Public Officers Law of the State of New York or of any other provisions of law requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he shall be chosen or within which his official functions are required to be exercised shall not apply to the appointment of the officers of the City of Newburgh enumerated in Subsections B and C of this section and the City Marshal and Acting City Marshal, except the City Manager; the Plumbing Inspector, as to whom preference shall be given to City residents, but if, after due diligence, no such qualified candidate is found, then such Plumbing Inspector may reside within 25 miles of the City of Newburgh; and the members of the Civil Service Commission, provided that such appointed officers reside within 25 miles of the City of Newburgh or within the County of Orange and the City Marshal or the Acting City Marshal reside within the County of Orange.

SECTION 3 - VALIDITY

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

Underlining denotes additions

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

DRAFT