



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

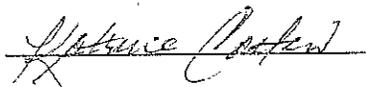
TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Peter DeRose Vs. City of Newburgh

DATE: April 24, 2013

Please find attached Notice of Claim regarding the above, which was received in our office via Certified Mail on this date.



Attachment

Cc City Manager
Mayor & Council

DREYER LAW OFFICES, PLLC
5419 ROUTE 9W
NEWBURGH, NEW YORK 12550
E-MAIL: DREYERLAWOFFICES@AOL.COM

DARRYL J. DREYER
SARAH R. DREYER

MAIN: (845) 522-8910
FAX: (845) 522-8981
24 HOUR LINE: (914) 805-2562

April 22, 2013

VIA CERTIFIED MAIL # 7012 3050 0000 5839 2447
RETURN RECEIPT REQUESTED

City of Newburgh
83 Broadway
Newburgh, New York 12550



Attn: Lorene Vitek, City Clerk

Re: DeRose v. City of Newburgh
Date of Loss: 02/14/13

Dear Ms. Vitek:

Enclosed herewith please find service upon you of the Verified Notice of Claim against the City of Newburgh on behalf of Peter DeRose.

Very truly yours,

DREYER LAW OFFICES, PLLC

BY: SARAH R. DREYER

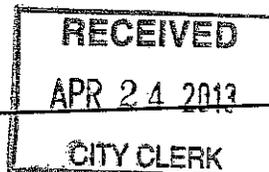
SRD/kel
Enclosure

In the Matter of the Claim of

PETER DeROSE

against

CITY OF NEWBURGH and NEW YORK STATE
DEPARTMENT OF MOTOR VEHICLES



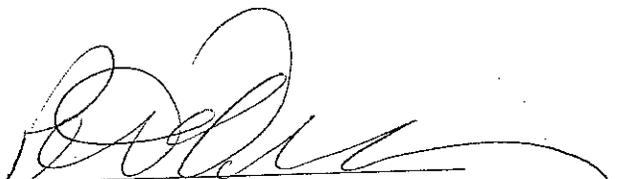
TO: CITY OF NEWBURGH

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claimed and demand against you as follows:

- The name and post-office address of each claimant and claimant's attorney is:*
Claimant resides at 72 1/2 Henry Avenue, Newburgh, New York 12550. Claimant's attorneys are Dreyer Law Offices, PLLC, 5419 Route 9W, Newburgh, New York 12550.
- The nature of the claim:*
The nature of the claim is for permanent and personal injuries sustained by the claimant, Peter DeRose, as a result of the negligence of the City of Newburgh, their agents, servants and/or employees, departments, agencies and those acting under their directions, in failing to maintain their sidewalks to keep clear of snow and ice.
- The time when, the place where and the manner in which the claim arose:*
The claim arose on Thursday, February 14, 2013, when the claimant, Peter DeRose, was caused to slip and fall due to an icy condition on the sidewalk in front of 128 Broadway, causing injuries to the claimant.
- The items of damage or injuries claimed are (do not state dollar amounts):*
The claimant, Peter DeRose, is entitled to a monetary recovery in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction herein, due to the injuries he sustained as well as the pain, suffering and disability that resulted.

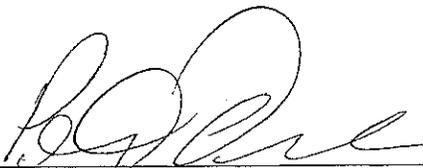
The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this intended claim.

Dated: April 22, 2013


PETER DeROSE

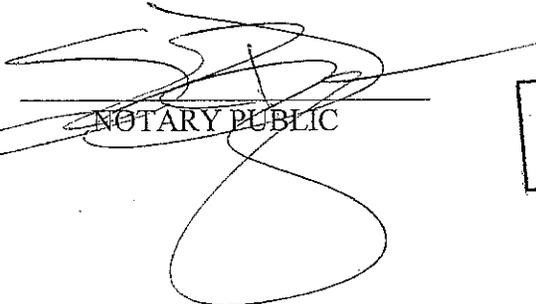
State of New York, County of Orange ss.:

PETER DeROSE, being duly sworn, deposes and says that he is the intended claimant in the within Notice of Claim; that he has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matter therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.



PETER DeROSE

Sworn before me, this
22 day of April, 2013.



NOTARY PUBLIC

SARAH DREYER
Notary Public - State of New York
No. 02DR6217207
Qualified in Orange County
My Comm. Expires Feb. 8, 2014



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lisette Acosta-Ramirez, Deputy City Clerk

RE: Notice of Claim:
Ramona McCallum vs. City of Newburgh

DATE: April 15, 2013

Please find attached Notice of Claim regarding the above, which was hand delivered to our office on April 12, 2013.

Attachment

Cc City Manager
Mayor & Council

In the Matter of the Claim of

RECEIVED
APR 12 2013
CITY CLERK

TO:

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:

Ramona McCallum
55 Lake Drive
Newburgh, NY 12550

347 489 8976
845 392 4964

2. The nature of the claim:

Damage clothing caused by Brown water
at Laundromat

3. The time when, the place where and the manner in which the claim arose:

4/12/13 at 24 Liberty St (Liberty St Laundromat)
10:50 AM Newburgh, NY 12550

I went to do my laundry and the water
in the machine was brown and my
clothing was damaged they turned Rusty
and brown.

4. The items of damage or injuries claimed are (do not state dollar amounts)

- ① Blankets (4)
- ② Rugs (5)
- ③ Towels (7)
- ④ T-shirts (23) Fruit of Loom (white T)
- ⑤ Sweaters (12) - Hollister, Abercrombie, Ralph Lauren
- ⑥ Underwear (32) boxer brief + Panties
- ⑦ Socks (18) pairs
- ⑧ Sheet sets (5)
- ⑨ Working clothes (5 suits)

The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated:

RAMONA A. McCallum

The name signed must be printed beneath



Attorney(s) for Claimant(s)
Office and Post Office Address, Telephone Number

The name signed must be printed beneath

CORPORATE VERIFICATION

State of New York, County of Orange ss.:
Ramona A. McCallum
being duly sworn, deposes and says that deponent is the
of

corporate claimant named in the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.

This verification is made by deponent because said claimant is a corporation, and deponent an officer thereof, to wit its
The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

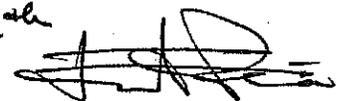
INDIVIDUAL VERIFICATION

State of New York, County of Orange ss.:
Ramona A. McCallum
being duly sworn, deposes and says that deponent is the claimant in the within action; that he has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

Sworn to before me, this 12th
day of April 2013.



Sworn to before me, this 12th
day of April 2013



LUIS A. PEÑA
Notary Public, State of New York
Qualified In Orange County
Reg. No. 01PE6225959
My Commission Expires Aug. 2, 2014

In the Matter of the Claim of

Notice of Claim Against

LUIS A. PEÑA
Notary Public, State of New York
Qualified In Orange County
Reg. No. ~~01PE6225959~~
My Commission Expires Aug. 2, 2014
Attorney(s) for Claimant(s)
Office and Post Office Address



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel
FROM: Lisette Acosta-Ramirez, Deputy City Clerk
RE: Notice of Claim:
Doris Pacheco vs. City of Newburgh
DATE: April 15, 2013

Please find attached Notice of Claim regarding the above, which was hand delivered to our office on April 12, 2013.

Attachment

Cc City Manager
Mayor & Council

In the Matter of the Claim of

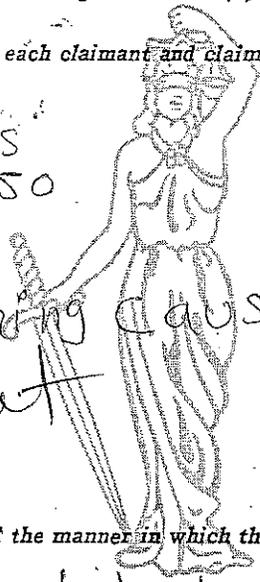
RECEIVED
APR 12 2013
CITY CLERK

TO:

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:

Jorge Pacheco
35 Liberty Heights
Newburgh N.Y 12550
(845) 562-8619



2. The nature of the claim:

Damaged clothing caused by Brown water
at laundromat

3. The time when, the place where and the manner in which the claim arose:

4/12/13 at 24 Liberty st (Liberty st laundromat)
in the city of Newburgh.

All my clothing was destroyed
because of brown water coming
from the machine.

4. The items of damage or injuries claimed are (do not state dollar amounts)

- ① T-shirts (25)
- ② Rugs (2)
- ③ Towels (4)
- ④ Socks (24)
- ⑤ Underwear (16)
- ⑥ Shorts (4)

The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated:

Doris L Pacheco

The name signed must be printed beneath

Doris L Pacheco

The name signed must be printed beneath

Attorney(s) for Claimant(s)
Office and Post Office Address, Telephone Number

CORPORATE VERIFICATION

State of New York, County of

ss.:

being duly sworn, deposes and says that deponent is the
of
corporate claimant named in the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.

This verification is made by deponent because said claimant is a corporation, and deponent an officer thereof, to wit its
The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

INDIVIDUAL VERIFICATION

State of New York, County of *Orange* ss.:

being duly sworn, deposes and says that deponent is the claimant in the within action; that he has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

Sworn to before me, this *12*
day of *April* 20*13*

Virginia L. Gross

Sworn to before me, this
day of

In the Matter of the Claim of

VIRGINIA L. GROSS
Notary Public, State of New York
Qualified in Orange County
No. 01GR5012047
Commission Expires June 15, 20*13*

Notice of Claim Against

Attorney(s) for Claimant(s)
Office and Post Office Address



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Celeste Mays and Carrie Beard vs. City of Newburgh

DATE: April 12, 2013

Please find attached Notice of Claim regarding the above, which was personally served on our office on this date.

Attachment

Cc City Manager
Mayor & Council

In the Matter of the Claim of

RECEIVED
APR 12 2013
CITY CLERK

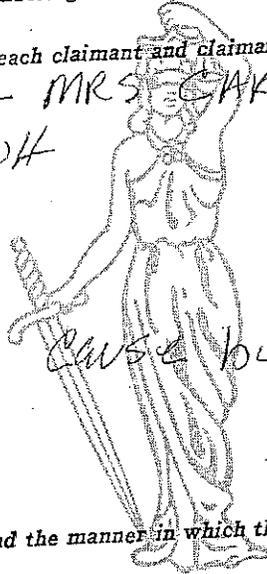
TO: PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:

Celeste MAYS + MRS GARRIE BEARD
63 Liberty St WH
Newburgh NY

2. The nature of the claim:

Damage Clothing cause by the LAUNDEY
Brown water



3. The time when, the place where and the manner in which the claim arose:

4-12-13
24 Liberty Flats
Newburgh NY 12550

4. The items of damage or injuries claimed are (do not state dollar amounts)

108 items
my mom church clothes
suits Blouse
Coat every day clothes
PANTS under wears
SKIRTS TOWELS
Dresses WASH clothes
SWEATERS

The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated:

Celeste Mays

The name signed must be printed beneath

Celeste Mays

Attorney(s) for Claimant(s)
Office and Post Office Address, Telephone Number

The name signed must be printed beneath

CORPORATE VERIFICATION

State of New York, County of

ss.:

being duly sworn, deposes and says that deponent is the of corporate claimant named in the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.

This verification is made by deponent because said claimant is a corporation, and deponent an officer thereof, to wit its The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

INDIVIDUAL VERIFICATION

State of New York, County of Orange ss.:
Celeste Mays
being duly sworn, deposes and says that deponent is the claimant in the within action; that he has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

Sworn to before me, this 12th
day of April 2013

Sworn to before me, this
day of

LUIS A. PEÑA
Notary Public, State of New York
Qualified in Orange County
Reg. No. 01PE6225959
My Commission Expires Aug. 2, 2014

In the Matter of the Claim of

Notice of Claim Against

Attorney(s) for Claimant(s)
Office and Post Office Address



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Robert Boone vs. City of Newburgh

DATE: April 12, 2013

Please find attached Notice of Claim regarding the above, which was personally served on our office on this date.

Attachment

Cc City Manager
Mayor & Council

In the Matter of the Claim of

ROBERT BOONE,

Claimant,

-against-

CITY OF NEWBURGH,

Respondent.



TO: CITY OF NEWBURGH

PLEASE TAKE NOTICE that the undersigned claimants hereby make claim and demand against you as follows:

1. The name and post-office address of each claimant and claimants' attorney is:

ROBERT BOONE
Claimant
60 Benkard Ave.
Newburgh, New York 12550

FINKELSTEIN & PARTNERS, LLP
Attorneys for Claimant
1279 Route 300, PO Box 1111
Newburgh, New York 12551

2. The nature of the claim: Claim is for severe and serious permanent personal injuries, severe pain and suffering and medical expenses sustained by claimant, ROBERT BOONE.

3. The time when, the place where and the manner in which the claim arose: This claim arose on or about the 15th day of January, 2013, at approximately 2:00 P.M. on the sidewalk in front of premises located at 347 Broadway, approximately 31.7 feet northwest from the CHG & E utility pole# 2354n, in the City of Newburgh, County of Orange, State of New York, which is owned, maintained, controlled, operated and/or managed by the respondent, CITY OF NEWBURGH. The manner in which the claim arose is that while the claimant was lawfully walking thereon, he was caused to be precipitated to the ground, thereby sustaining severe and serious personal injuries due to the negligence, recklessness and carelessness of the respondents, their agents, servants and/or employees, in among other things, as follows: allowing, causing and/or permitting the aforesaid sidewalk to be,

SEE ATTACHED RIDER **SEE ATTACHED PHOTOS**

RIDER TO NOTICE OF CLAIM IN THE MATTER OF

-----x
ROBERT BOONE,

Claimant,

-against-

CITY OF NEWBURGH,

Respondent.
-----x

3. (continued)

become and remain in an icy, dangerous and hazardous condition to persons lawfully thereon; in causing and/or permitting dangerous accumulations of ice in and upon said sidewalk so as to constitute a trap creating danger to persons upon said sidewalk; in allowing, causing and/or permitting dangerous, hazardous and/or unsafe conditions to exist on the aforesaid sidewalk; in failing to properly and adequately sand and/or salt the sidewalk and/or use another type of traction to avoid the accident herein; in failing to properly remove and/or provide for the proper removal of ice from said sidewalk; in failing to fence off, barricade and/or by some other means block off the area of the dangerous, hazardous and unsafe conditions; in creating a trap; in failing to properly maintain, check and/or inspect said sidewalk; in failing to provide proper and adequate warnings to persons on the sidewalk of the existing conditions; in failing to remedy or take precautionary steps in reference to the aforementioned conditions; in creating a trap; in failing to use that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; in failing to take those steps necessary to avoid the contingency which occurred; in acting with reckless disregard for the safety of others; in hiring inept, incompetent and unskilled agents, servants and/or employees, and in other ways being negligent, wanton, reckless and careless.

4. The items of damage or injuries claimed are as follows: Claimant, ROBERT BOONE, sustained severe and serious permanent personal injuries to his body, including, but not limited to fracture left ankle requiring surgery to repair, abrasions both knees, sprain and/or strain both knees, permanent significant scarring and disfigurement, severe pain and suffering and extensive medical bills. Exact extent of same are unknown at this time.

The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated: February 14, 2013

X Robert Boone
The name signed must be printed beneath

Finkelstein & Partners, LLP
Attorneys for Claimant
1279 Route 300
P.O. Box 1111
Newburgh, NY 12551
Phone No: (800) 634-1212

X ROBERT BOONE
The name signed must be printed beneath

By: _____

DAVID AKERIB, ESQ.

INDIVIDUAL VERIFICATION

State of New York, County of Orange SS.:

ROBERT BOONE,
being duly sworn, deposes and says that deponent is
the claimant in the within action; that he/she has read the
foregoing Notice of Claim and knows the contents thereof;
that the same is true to deponents own knowledge, except
as to the matters therein stated to be alleged on information
and belief, and that as to those matters deponent believes it
to be true.

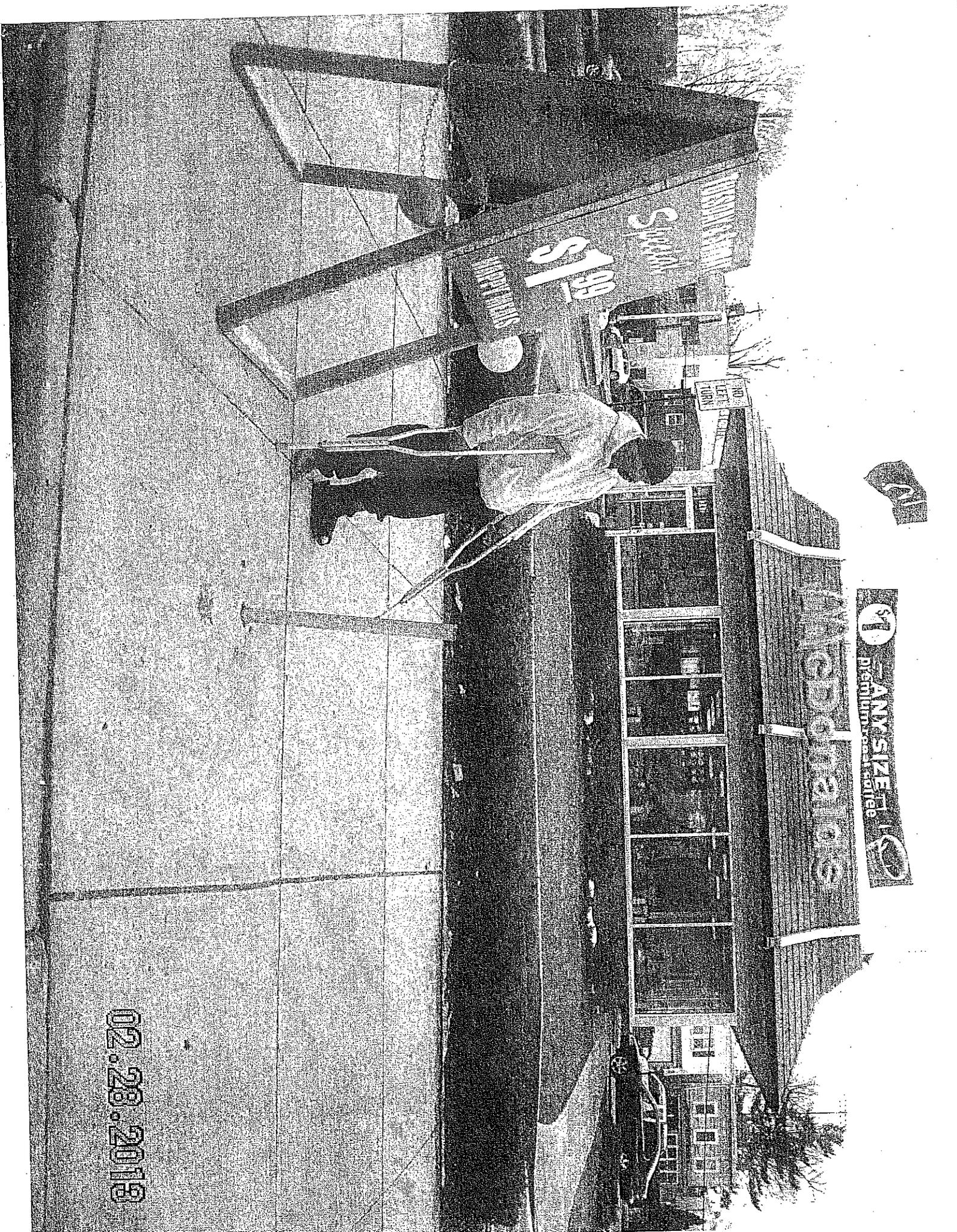
X Robert Boone
The name signed must be printed beneath

X ROBERT BOONE
The name signed must be printed beneath

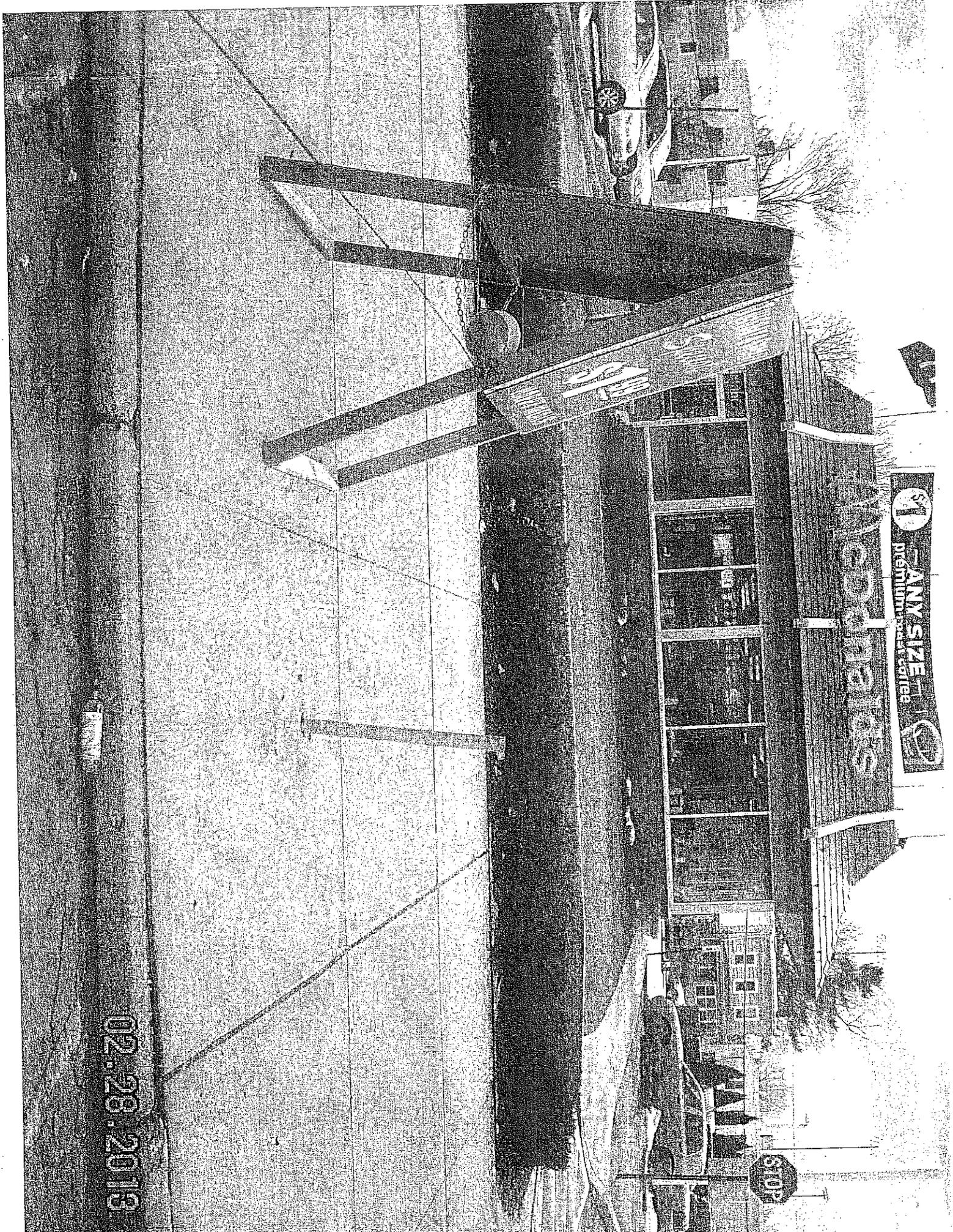
Sworn to before me, this
14th day of Feb, 2013

Ana Rodriguez
NOTARY PUBLIC

ANA RODRIGUEZ
Notary Public, State of New York
Qualified in Orange County
Registration # 01RO5056552
Commission Expires March 4, 2014



02.28.2018

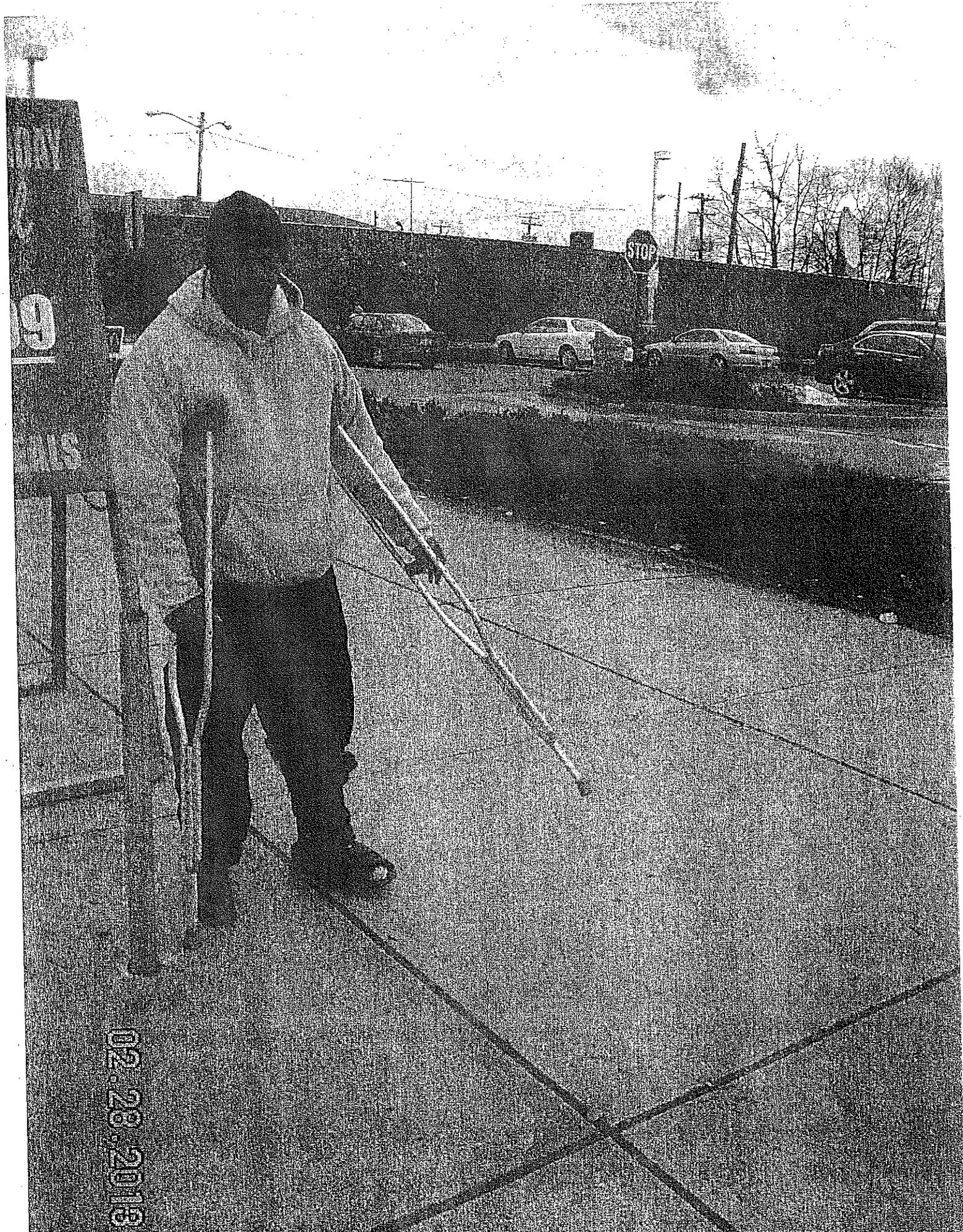


ANY SIZE premium coffee

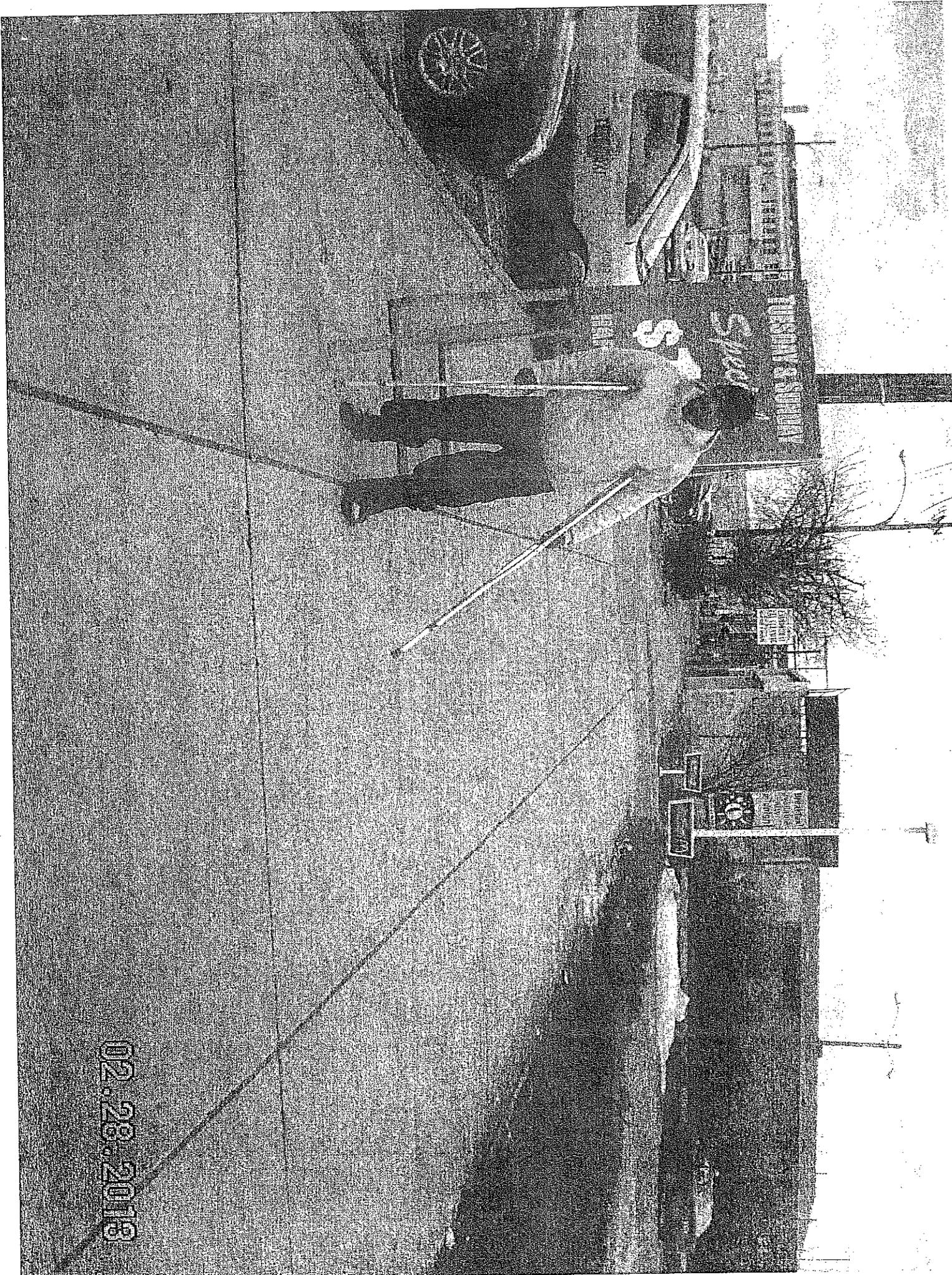
SCOTT'S

STOP

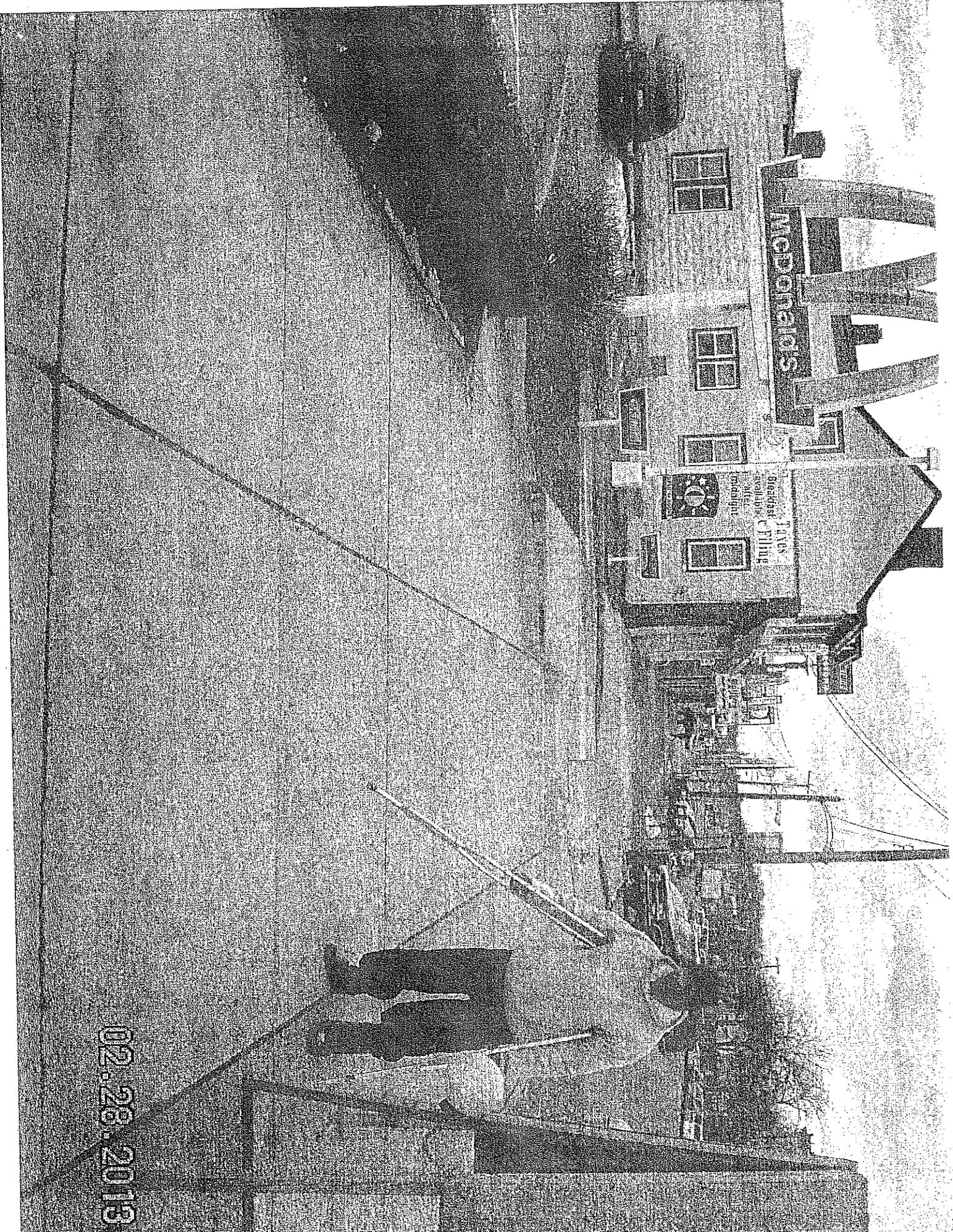
02:28:2013



02.28.2018



02.28.2013



02.28.2013



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lisette Acosta-Ramirez, Deputy City Clerk

RE: Notice of Claim:
Cornelius Stubbs vs. City of Newburgh

DATE: April 17, 2013

Please find attached Notice of Claim regarding the above, which was hand delivered to our office on April 16, 2013..

Attachment

Cc City Manager
Mayor & Council

In the Matter of the Claim of

RECEIVED
APR 10 2013
CITY CLERK

TO:

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:

Cornelius Stubbs
P.O. Box 1891 Newburgh N.Y 12551
(845) 219-3392



2. The nature of the claim:

Reinburst for the Damage

3. The time when, the place where and the manner in which the claim arose:

11:00 pm on William St.
Newburgh N.Y 12550

4. The items of damage or injuries claimed are (do not state dollar amounts)

front suspension
Lower Control Arm includes new bolts
Riant
Includes Bushings And Lower Ball Joint
Replace inc. diagnosis
front suspension
lower control arm / one side (B)

Rim

Fog / Driving Lamp Fog Lamp Assembly Right Labor Repl
wheeling / Alignment

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
MV-104A (3/04)

Local Codes
CN-007463-13
KCMD22000230

AMENDED REPORT

1 Accident Date: Month 4, Day 14, Year 2013. Day of Week: Sunday. Military Time: 23:00. No. of Vehicles: 1. No. Injured: 0. No. Killed: 0. Not Investigated at Scene: . Left Scene: . Police Photos: Yes No. Accident Reconstructed: . VEHICLE BICYCLIST PEDESTRIAN OTHER PEDESTRIAN

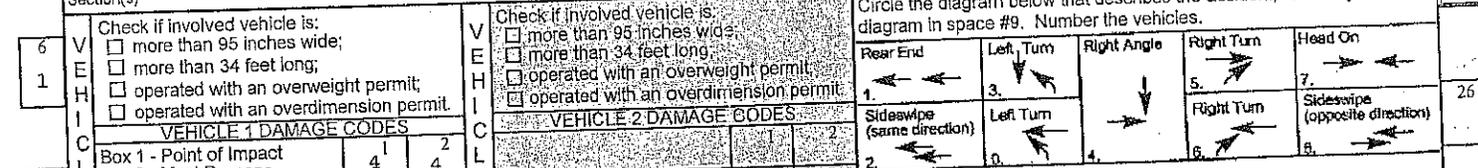
2 VEHICLE 1 - Driver License ID Number: 950943265. State of Lic.: NY. Driver Name: STUBBS, CORNELIUS D. Address: PO BOX 1891. City or Town: NEWBURGH. State: NY. Zip Code: 12551. VEHICLE 2 - Driver License ID Number: [blank]. State of Lic.: [blank]. Driver Name: [blank]. Address: [blank]. City or Town: [blank]. State: [blank]. Zip Code: [blank].

3 Date of Birth: Month 8, Day 22, Year 1971. Sex: M. Unlicensed: . No. of Occupants: 01. Public Property Damaged: . Date of Birth: Month 8, Day 22, Year 1971. Sex: M. Unlicensed: . No. of Occupants: [blank]. Public Property Damaged: .

4 Name: STUBBS, CORNELIUS D. Sex: M. Date of Birth: 8/22/1971. Address: 86 WILLIAM ST. City or Town: NEWBURGH. State: NY. Zip Code: 12550. Haz. Mat. Code: [blank]. Released: .

5 Plate Number: GFF5345. State of Reg.: NY. Vehicle Year & Make: 2008 LNDR. Vehicle Type: SUBN. Ins. Code: 071. Ticket/Arrest Number(s): [blank]. Violation Section(s): [blank].

6 Check if involved vehicle is: more than 95 inches wide; more than 34 feet long; operated with an overweight permit; operated with an overdimension permit. VEHICLE 1 DAMAGE CODES: Box 1 - Point of Impact: 1, 2; Box 2 - Most Damage: 3, 4, 5. Enter up to three more damage codes: 3. VEHICLE 2 DAMAGE CODES: [blank].



See the last page of the MV-104A for the accident diagram.

VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER. Cost of repairs to any one vehicle will be more than \$1000. Unknown/Unable to determine Yes No

Reference Marker: [blank]. Coordinates (if available): Latitude/Northing: [blank]; Longitude/Easting: [blank]. Place Where Accident Occurred: County ORANGE, City [checked] Village [] Town [] of NEWBURGH. Road on which accident occurred WILLIAM ST. at 1) intersecting street [blank] of BROADWAY or 2) 30 feet miles of BROADWAY.

Accident Description/Officer's notes: (D1) RESPONDED TO POLICE HQ ON 04/14/13 AT APPROX 1138 HOURS TO REPORT THAT ON 04/13/13 AT APPROX 2300 HOURS HE WAS TRAVELING NORTHBOUND ON WILLIAM ST., APPROACHING BROADWAY WHEN (V1)'S RIGHT FRONT TIRE STRUCK A DEEP POTTHOLE. (D1) STATES THE HOLE WAS LARGE AND DEEP ENOUGH TO BEND THE INSIDE OF HIS RFRONT RIM AS WELL AS KNOCK THE FRONT PASSENGER DRIVING LIGHT LOOSE. THIS OFFICER OBSERVED SAID POTTHOLE AS IT IS DIRECTLY IN FRONT OF THE ENTRANCE TO 7-11 WILLIAM ST, APPROX. 10' WEST OF THE EAST SIDE OF THE STREET CURB. THE STREET IS MOSTLY

A	B	C	D	E	F	8	9	10	11	12	13	14	15	16	17 BY	TO 18	Names of all involved	Date of Death Only
1	1					4	1	41	M								STUBBS, CORNELIUS D	
OFFICER'S RANK AND SIGNATURE: P.O. [Signature] BADGE/ID NO.: 286 NCIC NO.: 03502 PRECINCT/POST TROOP/ZONE: C STATION/BEAT SECTOR: [blank] REVIEWING OFFICER: Schluter, C DATE/TIME REVIEWED: 4/14/2013 20:13																		

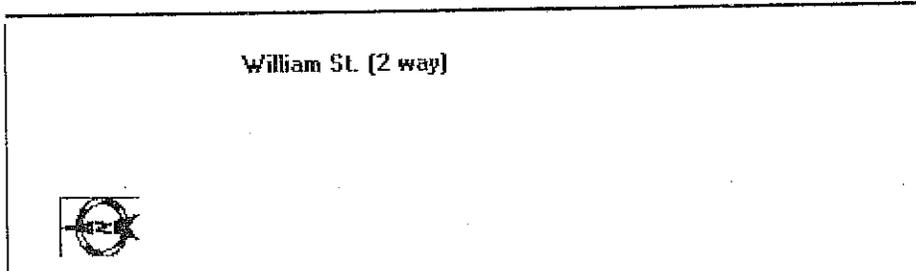
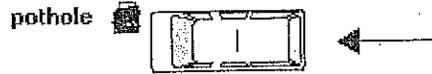
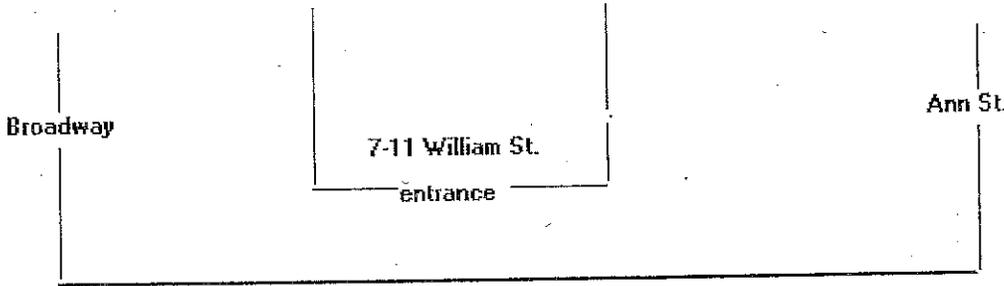
POLICE ACCIDENT REPORT

MV-104A (3/04)

Local Codes
CN-007463-13
KCMD22000230

~~AMENDED REPORT~~

Accident Date			Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene <input type="checkbox"/>	Left Scene <input type="checkbox"/>	Police Photos <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Month 4	Day 14	Year 2013	Sunday	23:00	1	0	0	Accident Reconstructed <input type="checkbox"/>		





CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Colleen Guyt Vs. City of Newburgh

DATE: April 23, 2013

Please find attached Notice of Claim, which was personally served on our office on this date.

Attachment

Cc City Manager
Mayor & Council

In the Matter of the Claim of

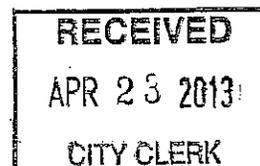
COLLEEN GUYT,

Claimant,

-against-

THE CITY OF NEWBURGH and JOHN A. JENEROSE,

Respondents.



TO: THE CITY OF NEWBURGH

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. *The name and post office of each claimant and claimant's attorney is:*

Colleen Guyt
8 Oak Lane
Campbell Hall, NY 10916

LoBiondo Law Offices
36 North Plank Road
Newburgh, New York 12550
(845) 569-7600

2. The nature of the claim: Claim is for severe personal injuries, permanency, severe pain and suffering, lost earnings and medical expenses occurring to claimant, COLLEEN GUYT.

3. The time when, the place where and the manner in which the claim arose: That on or about the 1st day of March, 2013, at approximately 1:05 p.m. at the intersection of Pierce's Road and Gidney Avenue in the City of Newburgh, County of Orange, State of New York, upon information and belief, a public thoroughfare. The vehicle operated by one, John A. Jenerose, a Police Officer employed by the City of Newburgh, and owned by the Respondent, THE CITY OF NEWBURGH, came into contact with the vehicle being operated by the Plaintiff, as a result of the negligence of Defendant, John A. Jenerose, thereby causing claimant to sustain severe and serious personal injuries as a result of the negligence, wantonness, recklessness and carelessness of the Respondent, THE CITY OF NEWBURGH, its agents, servants and/or employees in, among other things, as follows:

In the Matter of the Claim of

COLLEEN GUYT,

Claimant,

-against-

THE CITY OF NEWBURGH and JOHN A. JENEROSE,

Respondents.

3. *(continued)*

in the ownership, operation, maintenance, management and control of the Respondents' vehicle, in failing to observe the Claimants' vehicle; in failing to see what was there to be seen; in failing to keep Respondents' motor vehicle under proper control; in failing to stop Respondents' motor vehicle prior to the collision; in failing to use that degree of caution, prudence and care which was warranted under the circumstances; in failing to keep proper lookout; in failing to stop and/or slow down; in failing to sound a horn; in violating the rules of the roadway; in failing to keep alert and attentive; in failing to obey traffic signs, signals, and/or lights; in failing to yield right of way; in failing to properly apply brakes; and in other ways was negligent, reckless and careless.

4. The items of damage or injuries claimed are as follows: The Claimants sustained severe and serious permanent injuries to their mind and body, including, but not limited to, Lumbar and cervical injuries, headaches, pain and suffering, medical bills, and loss of services. The exact amount of same is unknown at this time.

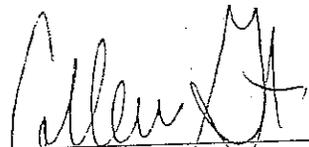
The exact amount of the expenses and damages cannot be determined at the present time.

****SEE ATTACHED POLICE ACCIDENT REPORT****

WHEREFORE, Claimant claims damages against THE CITY OF NEWBURGH and JOHN A. JENEROSE.

PLEASE TAKE NOTICE, that the undersigned Claimant therefore presents this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the Claimant intends to commence an action on this claim.

Dated: Newburgh, New York
April 18, 2013



COLLEEN GUYT



ANTHONY R. LoBIONDO, ESQ.
LoBIONDO LAW OFFICES
Attorneys for Claimant
36 North Plank Road
Newburgh, New York 12250
(845) 569-7600

INDIVIDUAL VERIFICATION

STATE OF NEW YORK)

) ss.:

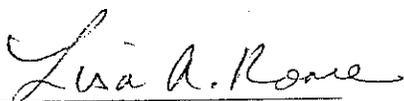
COUNTY OF ORANGE)

COLLEEN GUYT, being duly sworn, deposes and says that deponent is the Claimant in the within action; that she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.



COLLEEN GUYT

Sworn to before me on this
18 day of April, 2013.



Notary Public LISA A. ROME

NOTARY PUBLIC STATE OF NEW YORK
ORANGE COUNTY
LIC # 01R06261066
Comm Exp 05/07/2016

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
MV-104A (6/04)

Local Codes
NEWBURGH City Police
CN 003950-13

AMENDED REPORT POLICE COPY 1

19
4
20

1	Accident Date Month: 03, Day: 01, Year: 13	Day of Week FR	Military Time 1305	No. of Vehicles 2	No. Injured 0	No. Killed -	Not Investigated at Scene <input type="checkbox"/>	Left Scene <input type="checkbox"/>	Police Photos <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	VEHICLE 1			VEHICLE 2			BICYCLIST <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/> OTHER PEDESTRIAN <input type="checkbox"/>		

2	VEHICLE 1 - Driver License ID Number 328 121 729	State of Lic. NY	VEHICLE 2 - Driver License ID Number 582 863 620	State of Lic. NY
	Driver Name - exactly as printed on license JEWERSE, JOHN A.		Driver Name - exactly as printed on license GUYT, COLLEEN L.	

	Address (Include Number & Street) 55 BROADWAY	Apt. No.	Address (Include Number & Street) 8 OAK LN	Apt. No.
	City or Town NEWBURGH	State NY	City or Town CAMPBELL HALL	State NY

3	Date of Birth Month: 10, Day: 25, Year: 66	Sex M	Unlicensed <input type="checkbox"/>	No. of Occupants 1	Public Property Damaged <input type="checkbox"/>	Date of Birth Month: 07, Day: 22, Year: 88	Sex F	Unlicensed <input type="checkbox"/>	No. of Occupants 1	Public Property Damaged <input type="checkbox"/>
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	Name - exactly as printed on registration CITY OF NEWBURGH	Sex -	Date of Birth Month: -, Day: -, Year: -	Name - exactly as printed on registration DRIVER 2	Sex -	Date of Birth Month: -, Day: -, Year: -
--	---	----------	--	---	----------	--

4	Address (Include Number & Street) 83 BROADWAY	Apt. No.	Haz. Mat. Code -	Released <input type="checkbox"/>	Address (Include Number & Street)	Apt. No.	Haz. Mat. Code -	Released <input type="checkbox"/>
	City or Town NEWBURGH	State NY	Zip Code 12550	City or Town	State	Zip Code		

	Plate Number 1S9	State of Reg. -	Vehicle Year & Make '05 CHEVY	Vehicle Type 4DSD	Ins. Code 318	Plate Number ENI 7536	State of Reg. NY	Vehicle Year & Make 06 VOLKS	Vehicle Type 4DSD	Ins. Code 220
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5	Ticket/Arrest Number(s)	Ticket/Arrest Number(s)
	Violation Section(s)	Violation Section(s)

6	Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.	Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.	Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.
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7	VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more Damage Codes	VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more Damage Codes	ACCIDENT DIAGRAM Gidney Ave Pierce's Rd
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	Vehicle By NOT TOWED Towed: To	Vehicle By NOT TOWED Towed: To
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VEHICLE DAMAGE CODING:
1-13. SEE DIAGRAM ON RIGHT.
14. UNDERCARRIAGE 17. DEMOLISHED
15. TRAILER 18. NO DAMAGE
16. OVERTURNED 19. OTHER

Reference Marker	Coordinates (if available) Latitude/Northing: Longitude/Easting:	Place Where Accident Occurred: County ORAN <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town of NEWBURGH Road on which accident occurred PIERCE'S RD. at 1) intersecting street GIDNEY AVE. or 2) _____ Feet Miles (Milepost, Nearest intersecting Route Number or Street Name)
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Accident Description/Officer's Notes: DRIVER 1, AN ON DUTY POLICE OFFICER OPERATING A MARKED POLICE CAR STATES HE WAS TRAVELLING EAST ON PIERCE'S RD AND STOPPED BEHIND VEH. 2 WHICH WAS ALREADY STOPPED. VEH 2 WAS STOPPED, FACING EAST ON PIERCE'S RD. AT GIDNEY AVE. DRIVER 1 STATED HE WAS WATCHING TRAFFIC AND STARTED TO ROLL FORWARD, MISJUDGED THE DISTANCE BETWEEN VEH 1 AND VEH 2 AND DIDN'T HAVE TIME TO STOP PRIOR TO STRIKING VEH. 2 FROM BEHIND.

8	9	10	11	12	13	14	15	16	17	BY	TO	18	Names of all involved	Date of Death Only
A	1	1	1	46	M	-	13	6	-	-	-	-	DRIVER 1	-
B	2	1	4	24	F	-	13	6	-	-	-	-	DRIVER 2	-
C														
D														
E														
F														

Officer's Rank and Signature Print Name in Full JASON ALBRECHTSON	Badge/ID No. 278	NCIC No. 0350	Precinct/Post Troop/Zone	Station/Beat/Sector	Reviewing Officer 378	Date/Time Reviewed 3-1-13
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USE COVER SHEET
N

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT

MV-104A (6/04)

19

Al Codes
Newburgh City
6-03390-13

AMENDED REPORT POLICE COPY 1

Accident Date Month: 03 Day: 01 Year: 13	Day of Week FR	Military Time 1305	No. of Vehicles 2	No. Injured 0	No. Killed -	Not Investigated at Scene <input type="checkbox"/>	Left Scene <input type="checkbox"/>	Police Photos <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
VEHICLE 1 <input type="checkbox"/> VEHICLE 2 <input type="checkbox"/> BICYCLIST <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/> OTHER PEDESTRIAN <input type="checkbox"/>						Accident Reconstructed <input type="checkbox"/>		

20

VEHICLE 1 - Driver License ID Number	State of Lic.	VEHICLE 2 - Driver License ID Number	State of Lic.
Driver Name - exactly as printed on license	Apt. No.	Driver Name - exactly as printed on license	Apt. No.
Address (Include Number & Street)		Address (Include Number & Street)	

21

City or Town	State	Zip Code	City or Town	State	Zip Code
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22

Date of Birth Month: Day: Year:	Sex	Unlicensed <input type="checkbox"/>	No. of Occupants	Public Property Damaged <input type="checkbox"/>	Date of Birth Month: Day: Year:	Sex	Unlicensed <input type="checkbox"/>	No. of Occupants	Public Property Damaged <input type="checkbox"/>
Name - exactly as printed on registration			Sex	Date of Birth Month: Day: Year:	Name - exactly as printed on registration			Sex	Date of Birth Month: Day: Year:

23

Address (Include Number & Street)	Apt. No.	Haz. Mat. Code	Released <input type="checkbox"/>	Address (Include Number & Street)	Apt. No.	Haz. Mat. Code	Released <input type="checkbox"/>
City or Town		State	Zip Code	City or Town		State	Zip Code

24

Plate Number	State of Reg.	Vehicle Year & Make	Vehicle Type	Ins. Code	Plate Number	State of Reg.	Vehicle Year & Make	Vehicle Type	Ins. Code
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Ticket/Arrest Number(s)	Ticket/Arrest Number(s)
Violation Section(s)	Violation Section(s)

25

Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.	Check if involved vehicle is: <input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.	Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.
VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more Damage Codes	VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more Damage Codes	Rear End 1. ← ← Left Turn 3. ↗ Right Angle 4. ↓ Right Turn 5. ↘ Head On 7. → ← Sideswipe (same direction) 2. ← ← Left Turn 0. ↙ Right Turn 6. ↘ Sideswipe (opposite direction) 8. → ←
Vehicle By Towed: To	Vehicle By Towed: To	ACCIDENT DIAGRAM 9.

26

27

VEHICLE DAMAGE CODING: 1-13. SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER		Cost of repairs to any one vehicle will be more than \$1000. <input type="checkbox"/> Unknown/Unable to Determine <input type="checkbox"/> Yes <input type="checkbox"/> No
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28

Reference Marker	Coordinates (if available) Latitude/Northing: Longitude/Easting:	Place Where Accident Occurred: <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town of <u>NEWBURGH</u> County <u>ORAN</u> Road on which accident occurred <u>PIERCE'S RD.</u> at 1) intersecting street <u>GIDNEY AVE.</u> or 2) _____ of _____ Feet Miles (Milepost, Nearest intersecting Route Number or Street Name)
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29

Accident Description/Officer's Notes: DRIVER 2 STATED SHE WAS STOPPED ON PIERCE'S RD. AT GIDNEY AVE AND WAS STRUCK FROM BEHIND BY VEH. 1. DRIVER 2 HAD NO VISIBLE INJURIES, STATED SHE DID NOT HAVE PAIN OF ANY KIND AND DID NOT NEED AN AMBULANCE. PO TUCKER RESPONDED AND TOOK PHOTO'S WHICH WERE TO ID I.D. DRIVER 1 COMPLETED DEPARTMENTAL SUPPLEMENT.

30

8	9	10	11	12	13	14	15	16	17	BY	TO	18	Names of all involved	Date of Death Only
A														
B														
C														
D														
E														
F														

USE COVER SHEET

Officer's Rank and Signature <u>JAW ALBRECHTSEN</u>	Badge/ID No. 278	NCIC No. 03502	Precinct/Post Troop/Zone	Station/Beat Sector	Reviewing Officer <u>SGT. [Signature]</u>	Date/Time Reviewed 3-1-13
--	---------------------	-------------------	--------------------------	---------------------	--	------------------------------

ALL INFORMATION



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lisette Acosta-Ramirez, Deputy City Clerk

RE: Summons & Complaint:
Wells Fargo Bank, et al. vs. City of Newburgh, et al.

DATE: April 23, 2013

Please find attached Summons & Complaint regarding the above, which was hand delivered to our office on April 22, 2013.

Attachment

✓ Cc City Manager
Mayor & Council

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

SUMMONS

INDEX #

002907/13

WELLS FARGO BANK, NATIONAL ASSOCIATION
AS TRUSTEE FOR STRUCTURED ASSET
MORTGAGE INVESTMENTS II INC., GREENPOINT
MORTGAGE FUNDING TRUST 2005-AR4,
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2005-AR4,

Plaintiff,

— against —

HUGH MCKENZIE, SOPHIA MCKENZIE, SOMAC
ENTERPRISES, INC., THE CITY OF NEWBURGH,
NEW YORK STATE DEPARTMENT OF TAXATION &
FINANCE, MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC. SOLELY AS
NOMINEE FOR GREENPOINT MORTGAGE
FUNDING, INC.

and JOHN DOE AND JANE DOE #1 through #7, the last
seven (7) names being fictitious and unknown to the
plaintiff, the persons or parties intended being the tenants,
occupants, persons or parties, if any, having or claiming an
interest in or lien upon the mortgaged premises described in
the Complaint,

Defendants.

Original Filed With
Clerk on

4/8/13

Plaintiff Designates Orange
County as the Place of Trial

The Basis of Venue is that the
Subject of the Action is situated in
Orange County.

Plaintiff resides at
315 Vision Drive
Columbus OH 43219
County of Franklin



TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a
copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of
appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this Summons,
exclusive of the day of service (or within 30 days after the service is complete if this Summons is
not personally delivered to you within the State of New York); The United States of America

may appear or answer within 60 days of service hereof; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this Summons and Complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

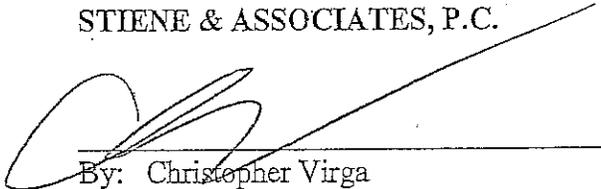
Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Dated: Huntington, NY
April 3, 2013

Respectfully submitted,

STIENE & ASSOCIATES, P.C.



By: Christopher Virga
Attorneys for Plaintiff
187 East Main Street
Huntington, NY 11743
(631) 935-1616, Fax (631) 935-1223

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

WELLS FARGO BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR STRUCTURED ASSET MORTGAGE
INVESTMENTS II INC., GREENPOINT MORTGAGE
FUNDING TRUST 2005-AR4, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-AR4,

COMPLAINT

INDEX #

Plaintiff,

— against —

HUGH MCKENZIE, SOPHIA MCKENZIE, SOMAC
ENTERPRISES, INC., THE CITY OF NEWBURGH,
NEW YORK STATE DEPARTMENT OF TAXATION &
FINANCE, MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC. SOLELY AS
NOMINEE FOR GREENPOINT MORTGAGE
FUNDING, INC.

and JOHN DOE AND JANE DOE #1 through #7, the last
seven (7) names being fictitious and unknown to the
plaintiff, the persons or parties intended being the tenants,
occupants, persons or parties, if any, having or claiming an
interest in or lien upon the mortgaged premises described in
the Complaint,

Defendants.

Plaintiff, Wells Fargo Bank, National Association as Trustee for Structured Asset
Mortgage Investments II Inc., GreenPoint Mortgage Funding Trust 2005-AR4, Mortgage Pass-
Through Certificates, Series 2005-AR4, by its attorneys, STIENE & ASSOCIATES, P.C.,
complaining of the defendants, alleges upon information and belief as follows:

1. That the plaintiff herein is, and at all times hereinafter mentioned was, a National Bank organized and existing under and by virtue of the laws of the United States of America, having its principal place of business at 3415 Vision Drive, Columbus, OH 43219.

2. Upon information and belief, at all times hereinafter mentioned, the defendants set forth in "Schedule 1-Defendants" reside or have a place of business at the address set forth therein (any that are corporations being organized and existing under the laws of the State set forth therein) and are made defendants in this action in the capacities therein and for the reasons set forth in said Schedule.

3. That the United States of America, The People of the State of New York, The State Tax Commission of the State of New York, the Industrial Commission of the State of New York, New York City Parking Violations Bureau, New York City Environmental Control Board and City of New York Transit Adjudication Bureau and all other agencies or instrumentalities of the Federal, State or local government (however designated), if any, are made parties solely by reason of the facts set forth in "Schedule 2-Defendants".

4. On May 20, 2005, the defendant, Hugh McKenzie (hereinafter "Obligor"), executed and delivered to GreenPoint Mortgage Funding, Inc. a Note ("the Note") dated May 20, 2005, whereby the Obligor promised to pay GreenPoint Mortgage Funding, Inc. the principal sum of \$187,650.00. A copy of the Note, with proper endorsements, is annexed hereto as Exhibit "A".

5. On May 20, 2005, the defendants Hugh McKenzie and Sophia McKenzie (the "Mortgagors") executed and delivered to Mortgage Electronic Registration Systems, Inc., solely as nominee for GreenPoint Mortgage Funding, Inc. a Mortgage ("the Mortgage") in the principal sum of \$187,650.00 with interest, mortgaging the premises known as 12-16 Dubois St, Newburgh, NY 12550 n/k/a 14 Dubois Street, Newburgh, NY 12550 ("the Premises") as

collateral security for the Note. The mortgaged premises are more fully described in Exhibit "B" annexed hereto.

6. The Mortgage was duly recorded in the Orange County Clerk's Office on May 31, 2005, under liber 11859, page 471, and the Recording Tax was duly paid. Said Mortgage was assigned from Mortgage Electronic Registration Systems, Inc., solely as nominee for GreenPoint Mortgage Funding, Inc. to Wells Fargo Bank, National Association As Trustee For Structured Asset Mortgage Investments II Inc., Greenpoint Mortgage Funding Trust 2005-AR4, Mortgage Pass-Through Certificates, Series 2005-AR4, as memorialized by Assignment of Mortgage recorded in the Orange County Clerk's Office on April 23, 2009 in Liber 12814 at page 114. Copies of the aforementioned loan documents are annexed hereto as Exhibit "C".

7. Pursuant to the Note, the Obligor promised to make consecutive monthly payments in initial amounts of \$791.14 each month, at the initial adjustable interest rate of 3.0%, commencing on July 1, 2005, and on the first day of each succeeding month to and including June 1, 2035, until the entire principal amount and accrued interest shall be due and payable.

8. Pursuant to the Mortgage, the Mortgagors promised to pay, in addition to principal and interest, all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), hazard insurance and mortgage insurance.

9. The Mortgagors defaulted on their obligations under the terms of the Note and Mortgage by failing and omitting to pay to the Plaintiff payments due on October 1, 2008 and said default has continued for a period in excess of fifteen (15) days.

10. At the time of the default, the interest rate was 6.375%. Said rate has been calculated from September 1, 2008, the first date of the month before the default date of October 1, 2008.

11. Plaintiff notified the Mortgagors of the default under the terms of the Note and Mortgage but the Mortgagors failed to remedy the default. As a result of the Mortgagors' failure to remedy the default, the plaintiff elected to declare the entire principal balance due and owing and notified the Mortgagors of this election.

12. Pursuant to the terms of the Note and Mortgage, the plaintiff has elected and does hereby elect to declare the entire principal balance to be due and owing.

13. By reason of the foregoing, there is now due and owing from the Mortgagors to plaintiff the principal sum of \$201,370.20 plus interest and late charges.

14. The Note provides that in the event any installment shall become overdue for a period in excess of fifteen (15) days a late charge of 2.0% on the overdue sum may be charged for the purpose of defraying the expense in handling such delinquent payment.

15. The Mortgage further provides that in the event of default by the Mortgagors, plaintiff may recover all costs, including reasonable attorneys' fees, disbursements, and allowances provided by law in bringing any action to protect its interest in the premises.

16. Plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment after the date of commencement of this action of any or all of the defaults mentioned herein, and such election shall continue and remain effective until the costs and disbursements of this action and any and all future defaulted payments under the aforesaid Note and Mortgage occurring prior to the discontinuance of this action are fully paid.

17. That in order to protect its security, the plaintiff may be compelled during the pendency of this action to pay taxes, assessments, water, sewer charges, insurance premiums, and other charges for the protection of the premises, and the plaintiff requests that any sums so

paid by it shall be added to the sum otherwise due herein and be deemed secured by the said Mortgage and adjudged a valid lien on the premises described herein.

18. That the plaintiff is now and was at the commencement of the within action the sole, true and lawful owner of the said Note and Mortgage securing the same or has been delegated the authority to institute a mortgage foreclosure action against the homeowner by the owner and holder of the subject Mortgage and Note, and the within subject Mortgage complies with the underwriting standards in §6-m of the Banking Law, as well as the pre-foreclosure notice requirements, unless exempt from doing so; and that there are no pending proceedings at law or otherwise to collect or enforce said Note and Mortgage.

19. Plaintiff has complied with all the provisions of Banking Law §§ 6-1 and 6-m; Real Property Actions and Proceedings Law § 1304. A copy of the pre-foreclosure notices is annexed hereto as Exhibit "D".

20. Plaintiff has complied with RPAPL § 1306.

21. That each of the defendants, including but not limited to the aforementioned defendants, have or claim to have some interest in, or lien upon, the said mortgaged premises or some part thereof, which interest or lien, if any, is subject and subordinate to the lien of the plaintiff's Mortgage.

22. Any lien held or claimed to be held by any of the defendants named herein is subject and subordinate to the lien of the plaintiff's Mortgage.

23. That Schedules "1" and "2" are expressly incorporated and made a part of the Complaint for all purposes with the same force and effect as if they were completely and fully set forth herein whenever reference has been made to each or any of them.

24. That if the premises consists of more than one parcel, plaintiff respectfully requests that the judgment of foreclosure provide for the parcels be sold as one parcel.

WHEREFORE, plaintiff demands judgment against the defendants as follows:

A. that the defendants and all persons claiming under them, or any of them, subsequent to the filing of the Notice of Pendency of this action and the recording of the mortgage in the Office of the Clerk of Orange County, the county in which said mortgaged premises are located, and every person whose conveyance or encumbrance is subsequent or subsequently recorded or subordinate, be forever barred or foreclosed of any and all right, title, claim, lien and equity of redemption of the said mortgaged premises and each and every part thereof;

B. that the premises be sold according to law;

C. that the amount due to plaintiff on its Note and Mortgage may be adjudged;

D. that the monies received from the sale may be brought into Court;

E. that plaintiff be paid the amount adjudged to be due it with interest thereon to the time of such payment, together with the costs and disbursements of this action, together with plaintiff's attorneys' fees, late charges, escrow advances and the expenses of said sale to the extent that the amount of such monies applicable thereto will pay the same;

F. that this Court, if requested, forthwith appoint a Receiver of the rents and profits of said premises with the usual powers and duties;

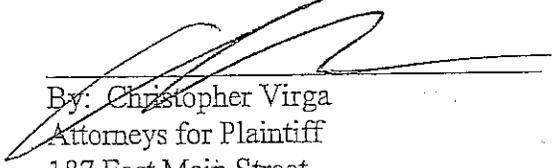
G. plaintiff specifically reserves its rights to share in any surplus monies arising from the sale of subject premises by virtue of its position as a judgment or other lien creditor excluding the Mortgage being foreclosed herein.

H. that plaintiff have such other and further relief as may be just and equitable together with the costs, allowances and disbursements of this action.

Dated: Huntington, NY
April 3, 2013

Yours etc.,

STIENE & ASSOCIATES, P.C.,



By: Christopher Virga
Attorneys for Plaintiff
187 East Main Street
Huntington, NY 11743
(631) 935-1616, Fax (631) 935-1223

Schedule 1-Defendants

Hugh McKenzie
14 Dubois Street
Newburgh, NY 12550

Original mortgagor of premises being foreclosed herein by virtue of a mortgage dated 5/20/2005 and recorded on 5/31/2005 in the Orange County Clerk's Office, in Liber 11859, page 471.

Sophia McKenzie
14 Dubois Street
Newburgh, NY 12550

Original mortgagor of premises being foreclosed herein by virtue of a Mortgage dated 5/20/2005 and recorded on 5/31/2005 in the Orange County Clerk's Office, in Liber 11859, page 471.

Somac Enterprises, Inc.
14 Dubois Street
Newburgh, NY 12550

Record owner of premises being foreclosed herein by virtue of a Deed dated 12/13/2006, and recorded on 1/3/2007 in Reel/Liber 12334, Page 746 in the Orange County Clerk's Office.

Mortgage Electronic Registration Systems, inc. solely as nominee for Greenpoint Mortgage Funding, Inc.

Holder of Mortgage inferior to that being foreclosed herein, dated May 20, 2005 and recorded May 31, 2005 in Liber 11859, page 497 of the Orange County Clerk's Office.

JOHN DOE AND JANE
DOE #1 through #7
14 DUBOIS ST
Newburgh, NY 12550

Said name being fictitious, it being the intention of plaintiff to designate any and all occupants of premises being foreclosed herein, and generally all persons or parties, if any, having or claiming an interest in or lien upon the mortgaged premises described in the Complaint.

Schedule 2-Defendants

The City of Newburgh
83 Broadway
City Hall
Newburgh, NY 12550

Named as a party defendant to extinguish any and all liens it has against the premises being foreclosed herein which liens are more particularly described in **Exhibit E** annexed hereto.

New York State Department of Taxation &
Finance
250 Veterans Memorial Highway
Hauppauge, NY 11788

Named as a party defendant to extinguish any possible unpaid franchise taxes.



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lisette Acosta-Ramirez, Deputy City Clerk

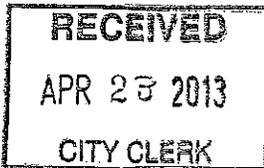
RE: Notice of Claim:
Susan Grimm vs. City of Newburgh

DATE: April 26, 2013

Please find attached Notice of Claim regarding the above, which was hand delivered to our office on April 23 2013.

Attachment

Cc City Manager
Mayor & Council



File #106337-1/11

In the Matter of the Claim of

SUSAN GRIMM,

Claimant,

-against-

CITY OF NEWBURGH,

Respondent.

TO: CITY OF NEWBURGH

PLEASE TAKE NOTICE that the undersigned claimants hereby make claim and demand against you as follows:

1. The name and post-office address of each claimant and claimants' attorney is:

SUSAN GRIMM
Claimant
111 Broadway, Apt. 226
Newburgh, NY 12550

FINKELSTEIN & PARTNERS, LLP
Attorneys for Claimant
1279 Route 300, PO Box 1111
Newburgh, New York 12551

2. The nature of the claim: Claim is for severe and serious permanent personal injuries, severe pain and suffering and medical expenses sustained by claimant, SUSAN GRIMM.

3. The time when, the place where and the manner in which the claim arose: This claim arose on or about the 25th day of January, 2013, at approximately 12:30 P.M. on the sidewalk on the east side of Mill Street, in the area of a certain cable wire and anchor and surrounding area, approximately 27.7 feet north from utility pole #CHG&E N21510, adjacent to the Church of the Good Shepherd, located at 271 Broadway, City of Newburgh, County of Orange, State of New York, which is owned, maintained, controlled, operated and/or managed by respondent, CITY OF NEWBURGH.

SEE ATTACHED RIDER **SEE ATTACHED PHOTOS**

RIDER TO NOTICE OF CLAIM IN THE MATTER OF

-----x
SUSAN GRIMM,

Claimant,

-against-

CITY OF NEWBURGH,

Respondent.
-----x

3. (continued)

The manner in which the claim arose was that while the claimant was walking on said sidewalk, she was caused to come into contact with a utility cable and/or wire running off of a certain utility pole, which had been anchored into the sidewalk, causing her to be precipitated to the ground, thereby sustaining severe and serious personal injuries, due to the negligence, wantonness, recklessness and carelessness of, among others, the respondent, CITY OF NEWBURGH, its agents, servants and/or employees in, among other things, as follows: allowing, causing and/or permitting dangerous, hazardous and unsafe conditions to exist on the aforesaid sidewalk; in allowing, causing and/or permitting a utility cable and/or wire to be strung, placed and/or extended across said sidewalk in an unsafe, dangerous and hazardous condition and manner; in allowing, causing and/or permitting said utility cable and/or wire to extend across said sidewalk without properly and adequately placing fluorescent marking, tags and/or other warnings to alert persons of said cable and/or wire; in failing to attach a brightly colored covering and/or marking over said utility cable and/or wire to alert persons of said utility cable and/or wire; in failing to warn persons of the dangerous, hazardous and unsafe conditions; in allowing, causing and/or permitting said unmarked utility cable and/or wire to extend across said sidewalk creating a dangerous, hazardous and unsafe condition to persons on said sidewalk; in failing to properly maintain, check, inspect and/or repair said utility cable and/or wire; in creating a trap; in failing to properly maintain, check and/or inspect said sidewalk; in failing to use that degree of

SEE ATTACHED RIDER **SEE ATTACHED PHOTOS**

RIDER TO NOTICE OF CLAIM IN THE MATTER OF

-----x
SUSAN GRIMM,

Claimant,

-against-

CITY OF NEWBURGH,

Respondent.
-----x

3. (continued)

caution, prudence and care which was reasonable and proper under the controlling circumstances; in failing to take those steps necessary to avoid the contingency which occurred; in acting with a reckless disregard for the safety of others; in hiring inept, incompetent and unskilled agents, servants and/or employees, and in other ways being negligent, wanton, reckless and careless.

4. The items of damage or injuries claimed are as follows: Claimant, SUSAN GRIMM, sustained severe and serious permanent personal injuries to her body, including, but not limited to fracture left leg, cast applied, future surgery may be required with resulting scarring, severe pain and suffering and extensive medical bills. Exact extent of same are unknown at this time.

The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated: February 12, 2013

Finkelstein & Partners, LLP
Attorneys for Claimant
1279 Route 300
P.O. Box 1111
Newburgh, NY 12551
Phone No: (800) 634-1212

"X" *Susan J. Grimm*
The name signed must be printed beneath
SUSAN GRIMM

"X" _____
The name signed must be printed beneath

By: *Edward M. Steves*
EDWARD M. STEVES, ESQ.

INDIVIDUAL VERIFICATION

State of New York, County of Orange SS.:

SUSAN GRIMM,
being duly sworn, deposes and says that deponent is
the claimant in the within action; that he/she has read the
foregoing Notice of Claim and knows the contents thereof;
that the same is true to deponents own knowledge, except
as to the matters therein stated to be alleged on information
and belief, and that as to those matters deponent believes it
to be true.

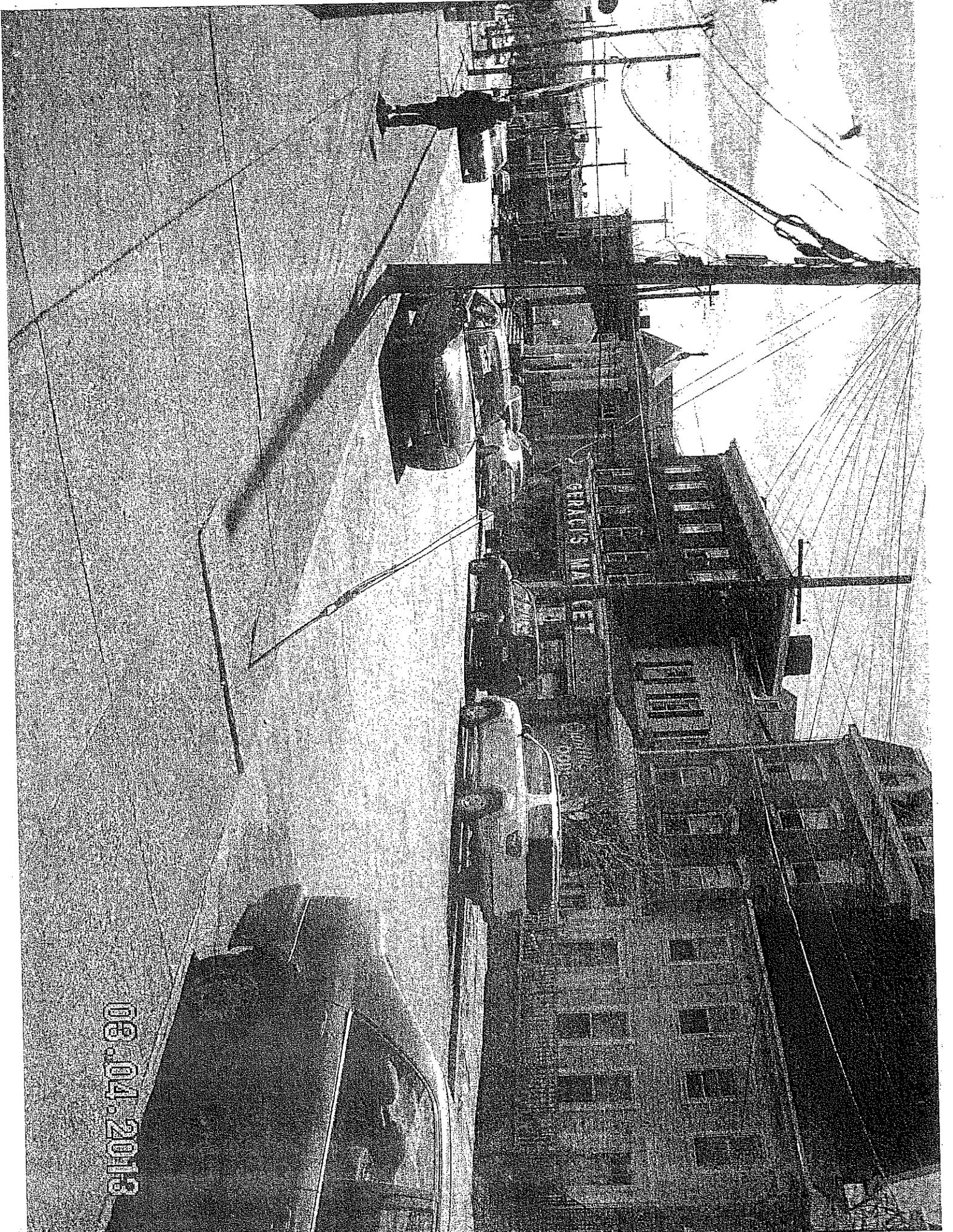
"X" *Susan J. Grimm*
The name signed must be printed beneath
SUSAN GRIMM

"X" _____
The name signed must be printed beneath

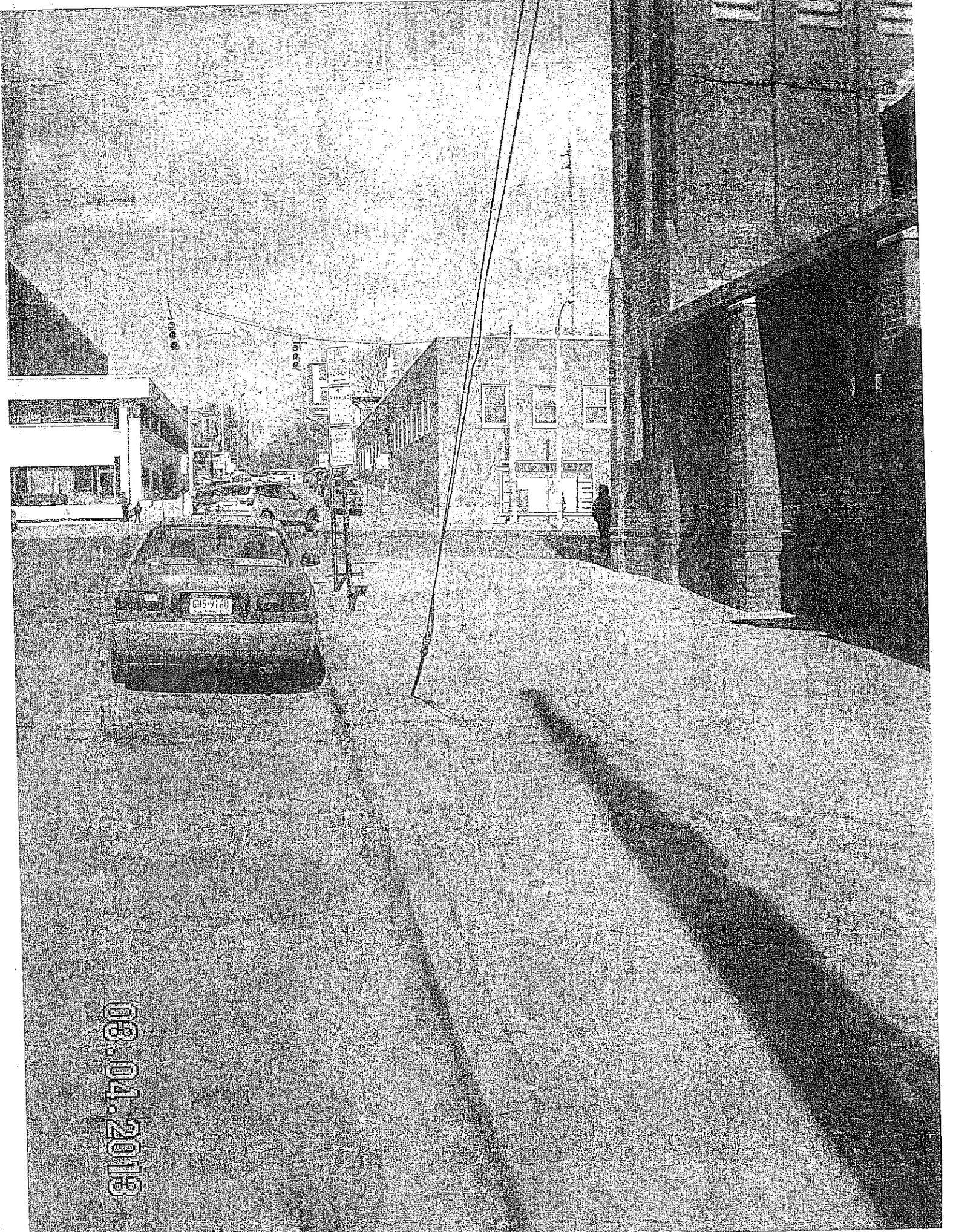
Sworn to before me, this
12 Day of February, 2013
John W. Breiffeller
NOTARY PUBLIC

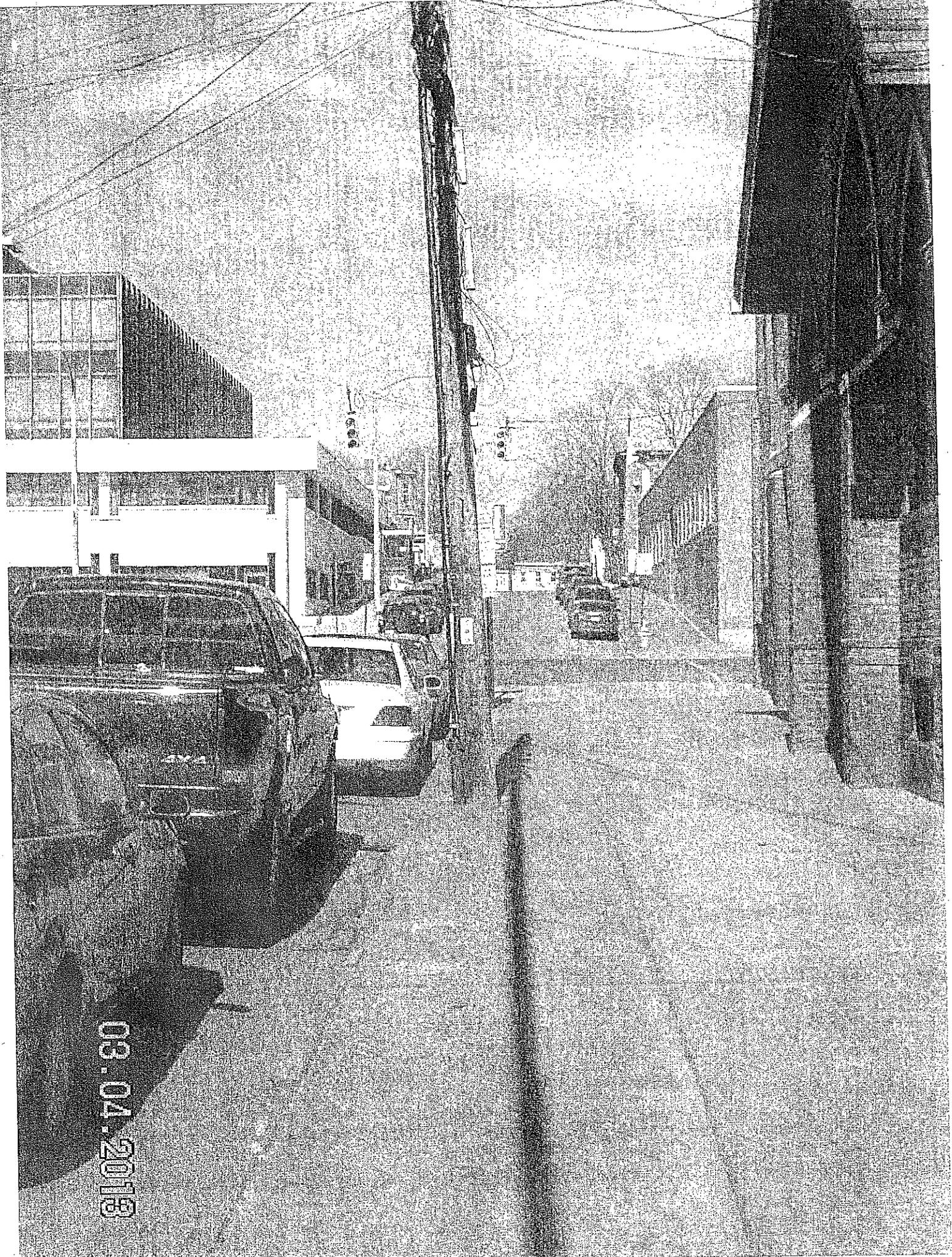
JOHN W. BREITFELLER
Notary Public, State of New York
Qualified in Orange County
Registration #01BR6160428
Commission Expires February 5, 2015

08.04.2018



08.04.2013





08.04.2013



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lisette Acosta-Ramirez, Deputy City Clerk

RE: Summons & Verified Complaint:
Richard & Lynda Diasparra vs. City of Newburgh

DATE: April 30, 2013

Please find attached Summons & Verified Complaint regarding the above, which was hand delivered to our office on April 29, 2013.

Attachment

Cc City Manager
Mayor & Council

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

2013 003016

-----X
RICHARD DIASPARRA and LYNDA DIASPARRA.

Index No. _____

RECEIVED
APR 29 2013
CITY CLERK

Plaintiff(s),

Date Filed:

SUMMONS

-against-

Basis of Venue:

Place of occurrence

CITY OF NEWBURGH,

Defendant(s).

-----X
To the above named Defendant(s):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Place of occurrence in: 343 Route 32 Newburgh, NY 12550

Dated: New York, New York
March 21, 2013

Yours, etc.

Hach & Rose, LLP
185 Madison Avenue, 14th Floor
New York, NY 10016
(212) 779-0057
(212) 779-0028

By: _____
Michael A. Rose

To: City of Newburgh
Office of Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, NY 12550

FILED
ORANGE COUNTY CLERK
2013 APR 10 A 10:56

received
APR 29 2013

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
RICHARD DIASPARRA and LYNDIA DIASPARRA

Index No:

Plaintiff(s),

-against-

VERIFIED COMPLAINT

CITY OF NEWBURGH

Defendant(s).

2013 003016

-----X

Plaintiff(s), RICHARD DIASPARRA and LYNDIA DIASPARRA, by their attorneys
HACH & ROSE, LLP, as for a cause of action alleges, upon information and belief, as follows:

FILED
ORANGE
COUNTY CLERK
2013 APR 10 A 10:56

**AS AND FOR A FIRST CAUSE OF ACTION
ON BEHALF OF PLAINTIFF(S)**

1. That at the time of the commencement of this action, Plaintiff(s) resided in the County of Putnam, State of New York;
2. That the cause of action alleged herein arose in the County of Orange in the State of New York;
3. That this action falls within one or more of the exemptions set forth in CPLR Section 1602;
4. That on and at all times mentioned, Defendant, CITY OF NEWBURGH, was and still is a domestic municipal corporation;
5. That on or about the Plaintiff served upon the Comptroller, a Notice of Claim, setting forth the time when, the place where, and the manner in which the claim arose; and that said Notice of Claim was served on February 8th, within ninety (90) days of the date of the occurrence herein;

6. That at least thirty (30) days have elapsed prior to the commencement of this action since the said service of the Notice of Claim as aforesaid, on the Corporation Counsel of the City of Newburgh, and payment thereof has been neglected and/or refused by the Defendant(s), CITY OF NEWBURGH;

7. That this action was commenced within one (1) year and ninety (90) days after the happening of the event upon which the claim herein sued upon is based;

8. That on November 26, 2012 and at all times herein mentioned, a public pedestrian walkway existed Town of Newburgh Water Supply Chadwick Lake Filter Plant 343 Route 32 Newburgh, NY 12550;

9. That at all times hereinafter mentioned, and on November 26, 2012, the defendant, CITY OF NEWBURGH, maintained a principal place of business in the State of New York.

10. That at all times mentioned herein, and on November 26, 2012, the defendant, CITY OF NEWBURGH, was the lessor of some land and structures thereon, at the Town of Newburgh Water Supply Chadwick Lake Filter Plant 343 Route 32 Newburgh, NY 12550.

11. That at all times mentioned herein, and on November 26, 2012, the defendant, CITY OF NEWBURGH, was the owner of some land and structures thereon, at the Town of Newburgh Water Supply Chadwick Lake Filter Plant 343 Route 32 Newburgh, NY 12550.

12. That at all times mentioned herein, and on November 26, 2012, the defendant, CITY OF NEWBURGH, was the managing agent of certain the land and structures thereon, at the Town of Newburgh Water Supply Chadwick Lake Filter Plant 343 Route 32 Newburgh, NY 12550.

13. That at all times mentioned herein, and on November 26, 2012, the defendant, CITY OF NEWBURGH, was the lessee of certain land and structures thereon, at the Town of Newburgh Water Supply Chadwick Lake Filter Plant 343 Route 32 Newburgh, NY 12550.

14. That at all times mentioned herein, and on or prior to November 26, 2012, the defendant, CITY OF NEWBURGH, had been retained to perform certain work, labor and/or services at

the Town of Newburgh Water Supply Chadwick Lake Filter Plant 343 Route 32 Newburgh, NY 12550.

15. That at all times mentioned herein, and on or prior to November 26, 2012, the defendant, CITY OF NEWBURGH, had been retained to perform certain work, labor and/or services at the Town of Newburgh Water Supply Chadwick Lake Filter Plant 343 Route 32 Newburgh, NY 12550, pursuant to a written contract.

16. That at all times mentioned herein, and on November 26, 2012, the defendant, CITY OF NEWBURGH, was performing its work, labor and/or services at the construction site as aforesaid, pursuant to a written contract.

17. That at all times mentioned herein, and on November 26, 2012, the defendant, CITY OF NEWBURGH, had present at the construction site as aforesaid its agents, servants, associates and/or employees.

18. That at all times mentioned herein, and on November 26, 2012, CITY OF NEWBURGH, was acting as the general contractor and/or construction manager at the construction site as aforesaid.

19. That on or prior to November 26, 2012, CITY OF NEWBURGH, retained plaintiff, RICHARD DIASPARRA's employer Wilken Construction Corp. to perform certain work, labor and/or services at the premises commonly known as structures thereon, commonly known as the Town of Newburgh Water Supply Chadwick Lake Filter Plant 343 Route 32 Newburgh, NY 12550.

20. That at all times mentioned herein the plaintiff, RICHARD DIASPARRA, was employed by Wilken Construction Corp., and was performing his work at the construction site as aforesaid.

21. That on or about, November 26, 2012 while acting within the scope of his employment at the construction site as aforesaid, the plaintiff was caused to sustain severe injuries as set forth more fully below.

22. That the above occurrence was caused solely by and through the negligence of the defendants herein, without any negligence on the part of the plaintiff contributing thereto.

23. That the defendants, and/or each of them had both actual and constructive notice of the dangerous and defective conditions and practices complained of herein.

24. Plaintiff asserts an exemption from the abolition of joint and several liability pursuant to Article 16 of the C.P.L.R.

25. That the defendant, CITY OF NEWBURGH, and/or each of them, and/or their agents, servants, associates and/or employees were negligent, careless and reckless, in that they:

- a. Negligently, carelessly and recklessly, failed and omitted to properly construct, shore, equip, guard, arrange, operate and conduct the construction activities at the construction site as aforesaid, so as to provide reasonable and adequate protection and safety to the persons so employed therein, and more particularly to the plaintiff herein;
- b. Failed and omitted to provide the plaintiff with a safe place to work;
- c. Failed and omitted to insure that the working areas within the premises of the construction site as aforesaid were kept free of hazardous conditions;
- d. Failed and omitted to provide the plaintiff with a hardhat;
- e. Failed and omitted to properly inspect the construction site as aforesaid;
- f. Failed and omitted to properly and adequately coordinate the construction activities at the construction site as aforesaid so as to prevent the various trades from interfering with one another;
- g. Failed and omitted to construct and/or install barricades and/or other warnings so as to apprise workers, and more particularly the plaintiff herein, of the dangerous conditions existing thereat;
- h. Failed and omitted to comply with Section 240 of the Labor Law of the State of New York;

- i. Failed and omitted to comply with Section 241 of the Labor Law of the State of New York;
- j. Failed and omitted to comply with Section 200 of the Labor Law of the State of New York;
- k. Failed and omitted to comply with Rule 23 of the Industrial Code;
- l. Failed and omitted to properly secure the work area so that plaintiff could perform his labor in a safe environment;
- m. Allowed unqualified people to operate heavy equipment;
- n. Failed and omitted to provide the Plaintiff with the proper and necessary equipment to perform his job;
- o. Failed and omitted to provide the Plaintiff with adequate hoists or other lifting equipment.

26. That as a result of the negligence of the defendants, and/or each of them, the plaintiff, RICHARD DIASPARRA, became, still is and for a long time to come, will be sick, sore, lame, bruised, injured, disabled and wounded in and about the various parts of his head, limbs, body, blood vessels and surrounding tissues, and has suffered severe and extreme mental shock, anguish and psychic injuries, and that plaintiff was otherwise injured, and upon information and belief, said injuries are permanent. That by reason of the foregoing, the plaintiff was obligated to and did necessarily employ medical aid, hospital services, medicinals and medical supplies in an attempt to cure the aforesaid injuries, and has been prevented from his usual duties and will be so prevented for a long time to come.

27. That by reason of the foregoing, the plaintiff, RICHARD DIASPARRA, has been damaged in an amount exceeding the jurisdictional limits of all lower courts of the State of New York.

**AS AND FOR A SECOND CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF, RICHARD DIASPARRA
BASED UPON A THEORY OF STATUTORY LIABILITY:**

28. That the plaintiff, RICHARD DIASPARRA, repeats, reiterates and realleges each and every allegation of the complaint in paragraphs numbered "1" through "27", with the same force and effect as though each and every allegation were set forth more fully herein at length below.

29. That at all times mentioned herein, and on November 26, 2012, Section 200 of the Labor Law of the State of New York was in full force and effect.

30. That at all times mentioned herein, and on November 26, 2012, the defendants, and/or each of them were subject to the provisions of the statute as cited herein above.

31. That on or about, November 26, 2012, the defendants, and/or each of them were in violation of the Statute as cited as herein above.

32. That as a result of the statutory violation as cited herein above, the plaintiff, RICHARD DIASPARRA, was caused to sustain the injuries as set forth herein above.

33. That as a result of the foregoing the plaintiff, RICHARD DIASPARRA, has been damaged in an amount exceeding the jurisdictional limits of all lower courts of the State of New York.

**AS AND FOR A THIRD CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF, RICHARD DIASPARRA
BASED UPON A THEORY OF STATUTORY LIABILITY:**

34. That the plaintiff, repeats, reiterates and realleges each and every allegation of the complaint in paragraphs numbered "1" through "33", with the same force and effect as though each and every allegation were set forth more fully herein at length below.

35. That at all times mentioned herein, and on November 26, 2012, Section 241 of the Labor Law of the State of New York was in full force and effect.

36. That at all times mentioned herein, and on November 26, 2012, the defendants, and/or each of them were subject to the provisions of the statute as cited herein above.

37. That on or about, November 26, 2012, the defendants, and/or each of them were in violation of the Statute as cited as herein above.

38. That as a result of the statutory violation as cited herein above, the plaintiff, RICHARD DIASPARRA, was caused to sustain the injuries as set forth herein above.

39. That as a result of the foregoing the plaintiff, RICHARD DIASPARRA, has been damaged in an amount exceeding the jurisdictional limits of all lower courts of the State of New York.

**AS AND FOR A FOURTH CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF, RICHARD DIASPARRA
BASED UPON A THEORY OF STATUTORY LIABILITY:**

40. That the plaintiff, RICHARD DIASPARRA, repeats, reiterates and realleges each and every allegation of the complaint in paragraphs numbered "1" through "39", with the same force and effect as though each and every allegation were set forth more fully herein at length below.

41. That at all times mentioned herein, and on November 26, 2012, Section 240 of the Labor law of the State of New York was in full force and effect.

42. That at all times mentioned herein, and on November 26, 2012, the defendants, and/or each of them were subject to the provisions of the statute as cited herein above.

43. That on or about, November 26, 2012, the defendants, and/or each of them were in violation of the Statute as cited as herein above.

44. That as a result of the statutory violation as cited herein above, the plaintiff, RICHARD DIASPARRA, was caused to sustain the injuries as set forth herein above.

45. That as a result of the foregoing the plaintiff, RICHARD DIASPARRA, has been damaged in an amount exceeding the jurisdictional limits of all lower courts of the State of New York.

AS AND FOR A FIFTH CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF LYNDA DIASPARRA

46. That the plaintiff, LYNDA DIASPARRA, repeats, reiterates and realleges each and every allegation of the complaint in paragraphs numbered "1" through "45", with the same force and effect as though each and every allegation were set forth more fully herein at length below.

47. That at all times hereinafter mentioned, plaintiff, LYNDA DIASPARRA, was the lawful spouse of the plaintiff, RICHARD DIASPARRA, as such said plaintiff, LYNDA DIASPARRA, was entitled to the society, services and consortium of the said plaintiff, RICHARD DIASPARRA.

48. By reason of the afore-described negligence of the defendants, their agents, servants and/or employees, the plaintiff, LYNDA DIASPARRA, was deprived of the aforesaid society, services and consortium of the plaintiff, RICHARD DIASPARRA, and shall forever be deprived of said society, services and consortium.

49. That by reason of the foregoing negligence on the part of the defendants, the plaintiff, LYNDA DIASPARRA, has been damaged in an amount exceeding the jurisdictional limits of all lower courts of the State of New York, together with the costs and disbursements of this action.

WHEREFORE, the plaintiff, RICHARD DIASPARRA, demands judgment against the defendant(s), CITY OF NEWBURGH, in an amount exceeding the jurisdictional limits of all lower courts of the State of New York on the First Cause of Action together with interest, costs and disbursements of this action;

WHEREFORE, the plaintiff, RICHARD DIASPARRA, demands judgment against the defendant(s), CITY OF NEWBURGH, in an amount exceeding the jurisdictional limits of all lower courts of the State of New York on the Second Cause of Action together with interest, costs and disbursements of this action;

WHEREFORE, the plaintiff, RICHARD DIASPARRA, demands judgment against the defendant(s), CITY OF NEWBURGH, in an amount exceeding the jurisdictional limits of all lower courts of the State of New York on the Third Cause of Action together with interest, costs and disbursements of this action;

WHEREFORE, the plaintiff, RICHARD DIASPARRA, demands judgment against the defendant(s), CITY OF NEWBURGH, in an amount exceeding the jurisdictional limits of all lower courts of the State of New York on the Fourth Cause of Action together with interest, costs and disbursements of this action.

WHEREFORE, the plaintiff, LYNDA DIASPARRA, demands judgment against the defendant(s), CITY OF NEWBURGH, in an amount exceeding the jurisdictional limits of all lower courts of the State of New York on the Fifth Cause of Action together with interest, costs and disbursements of this action.

Dated: New York, New York
March 21, 2013

Yours, etc.,

Michael A. Rose
HACH & ROSE, LLP
Attorneys for Plaintiff's
RICHARD DIASPARRA and

LYNDA DIASPARRA
185 Madison Avenue, 14th Floor
New York, NY 10016
(212) 779-0057

STATE OF NEW YORK

SE.

COUNTY OF NEW YORK

Michael A. Rose, being duly sworn, deposes and says:

That deponent is a member with HACH & ROSE, L.L.P., attorneys for Plaintiff(s), in the within action; that the deponent has read the foregoing **SUMMONS AND COMPLAINT** and knows the contents thereof, that the same is true to deponent's knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true and the reasons that this verification is not made by the Plaintiff(s) and is made by deponent is that Plaintiff(s) does/do not reside in the county where the attorney for the Plaintiff(s) have their office.

Deponent further says that the source of deponent's information and the grounds of deponent's beliefs as to all matters not stated upon deponent's knowledge are from investigation made on behalf of Plaintiff(s).

DATED: NEW YORK, NEW YORK
March 21, 2013



Michael A. Rose
HACH & ROSE, LLP
185 Madison Avenue, 14th Floor
New York, NY 10016
(212) 779-0057

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

RICHARD DIASPARRA and LYNDA DIASPARRA,

Plaintiff(s),

-against-

CITY OF NEWBURGH,

Defendant(s).

SUMMONS AND COMPLAINT

HACH & ROSE, LLP

Attorneys for Plaintiff(s)

RICHARD DIASPARRA and LYNDA DIASPARRA

185 Madison Avenue, 14th Floor

New York, NY 10016

Tel. (212) 779-0057

Fax. (212) 779-0028

RESOLUTION NO. 92 - 2013

MAY 13, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
PROCLAIMING NEWBURGH, NEW YORK
A PURPLE HEART CITY

WHEREAS, on August 7, 1782 at his headquarters in Newburgh, New York, Commander in Chief General George Washington established the Badge of Military Merit, the precursor to the modern day Purple Heart, for singular meritorious action; and

WHEREAS, 150 years later on February 22, 1932 General Douglas MacArthur's General Order Number Three created the modern day Purple Heart; and

WHEREAS, on May 28, 1932, 138 World War I veterans were conferred their Purple Hearts at Temple Hill, New Windsor, New York in the County of Orange at the New Windsor Cantonment, final encampment of the Continental Army; and

WHEREAS, the National Purple Heart Hall of Honor was opened on this same site on November 10, 2006 and continues the tradition begun here in Newburgh in 1782 on honoring veterans who have earned the Purple Heart; and

WHEREAS, the people of the City of Newburgh have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from Newburgh who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many citizens of our City have earned the Purple Heart Medal as a result of being wounded or killed while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, August 7th has officially been designated as the day in Orange County to remember and recognize veterans who are recipients of the Purple Heart Medal; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby proclaims the City of Newburgh as New York's first Purple Heart City, honoring the service and sacrifice of our Nation's men and women in uniform wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

RESOLUTION NO. 93 - 2013
OF
MAY 13, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
PROCLAIMING NEWBURGH ARMORY UNITY CENTER AS A PURPLE HEART CITY
CENTER

WHEREAS, on August 7, 1782 at his headquarters in Newburgh, New York, Commander in Chief General George Washington established the Badge of Military Merit, the precursor to the modern day Purple Heart, for singular meritorious action; and

WHEREAS, 150 years later on February 22, 1932 General Douglas MacArthur's General Order Number Three created the modern day Purple Heart; and

WHEREAS, on May 28, 1932, 138 World War I veterans were conferred their Purple Hearts at Temple Hill, New Windsor, New York in the County of Orange at the New Windsor Cantonment, final encampment of the Continental Army; and

WHEREAS, the National Purple Heart Hall of Honor was opened on this same site on November 10, 2006 and continues the tradition begun here in Newburgh in 1782 on honoring veterans who have earned the Purple Heart; and

WHEREAS, the people of the City of Newburgh have great admiration and the utmost gratitude for the nineteen men who died in the Battle of the Hindenburg Line on September 29, 1918 all members of Companies E and L of the 107th Regiment who went to war from the Broadway Armory; and

WHEREAS, in 2006, September 29th was designated Orange County Veterans Memorial Day to memorialize the sacrifice of those 39 men of the 107th Regiment; and

WHEREAS, the Newburgh Armory was opened in 1932 as the home of the 156th Field Artillery Regiment the same year as the introduction of the modern day Purple Heart; and carries on the tradition of the City of Newburgh in the World War as a united center with patriotism, service and as a safe haven; and

WHEREAS, the Newburgh Armory Unity Center is a home for all our active duty military and our veterans who have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, many citizens of our city have earned the Purple Heart Medal as a result of being wounded or killed while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby proclaims the Newburgh Armory Unity Center as New York's first Purple Heart City Center, honoring the service and sacrifice of our Nation's men and women in uniform wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

RESOLUTION NO.: 94 - 2013

OF

MAY 13, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH
FOR THE SUMMER OF 2013

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh Youth Bureau and other City Departments have expressed an interest in using this program to provide summer jobs for young people and service to the City of Newburgh; and

WHEREAS, this Council finds that entering into an agreement with Orange County for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City for the Summer of 2013.

RESOLUTION NO.: 95 - 2013

OF

MAY 13, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH ST. LUKE'S CORNWALL HOSPITAL TO ALLOW USE OF CITY OWNED PROPERTY LOCATED IN THE CARTER STREET PEDESTRIAN WALKWAY KNOWN AS LARKIN PARK FOR A FARMERS MARKET

WHEREAS, the City of Newburgh is the owner of portion of lands now or formerly owned by the City of Newburgh, designated on the City of Newburgh Tax Maps as Carter Street between City Terrace and Dubois Street between City Terrace and Dubois Street, and more accurately described in Schedule "A" of the Carter Street Easement Agreement between the City of Newburgh and St. Luke's Cornwall Hospital, dated October 25, 2007, hereinafter referred to as "Larkin Park"; and

WHEREAS, the St. Luke's Cornwall Hospital proposes to hold a Farmers Market in Larkin Park; and

WHEREAS, holding the Farmers Market in Larkin Park requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement, in substantially the same form with other provisions as Corporation Counsel may require, with St. Luke's Cornwall Hospital to allow access to and use of City-owned property for the purpose of holding a Farmers Market.

LICENSE AGREEMENT

This Agreement, made this ____ day of _____, two thousand and thirteen, by and between the SAINT LUKE'S CORNWALL HOSPITAL, with principal offices at 70 Dubois Street, Newburgh, New York 12550 as "LICENSEE"; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor and in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

All that portion of lands now or formerly owned by the City of Newburgh, designated on the City of Newburgh Tax Maps as Carter Street between City Terrace and Dubois Street, and more accurately described in Schedule "A" of the Carter Street Easement Agreement between the City Newburgh and St. Luke's Cornwall Hospital, dated October 25, 2007, hereinafter referred to as "Larkin Park".

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

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

First: Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at _____, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Second: Licensee agrees to use and maintain said facilities in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby.

Third: Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Fourth: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million (\$1,000,000.00) Dollars.

Fifth: This Agreement and the license or privilege term is from June 1, 2013 to October 31, 2013.

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

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

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____

Richard F. Herbek, City Manager

ST. LUKE'S CORNWALL HOSPITAL

LICENSEE

By: _____