

A regular meeting of the City Council of the City of Newburgh was held on Monday, September 14, 2015 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Lt. Joshua Jones with the Salvation Army, followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia- 7

### PRESENTATIONS

A presentation was given by Ava Bynum, Executive Director of Hudson Valley Seed explaining that their mission is to educate children in school gardens and empower students through curriculum-integrated lessons focused on healthy eating, food literacy, outdoor learning and academic success.

### COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the Minutes of the August 10, 2015 Council Meeting be approved.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

**CARRIED**

Councilwoman Angelo moved and Councilwoman Lee seconded that the Minutes of the August 21, 2015 Special Council Meeting be approved.

Ayes - Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 6

Abstain - Councilwoman Abrams - 1

**CARRIED**

### CITY MANAGER UPDATE

City Manager, Michael Ciaravino gave an update on some key highlights and progress in City departments.

## COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Barbara Smith, City of Newburgh, said in regard to resolution #222-15 that the Council should explain why they are doing this so they don't have the same reaction they had when they withdrew the bid for the Park. She noted that they have very few months during the summer and the Agendas are getting longer so she asked if there was any way to group together anything to do with properties and do one vote for all of them as long as there is no question from the Council with regard to approval. That could cut this down a lot and we could get out of here a lot earlier.

Carlos, 45 Wilkin Street, said that they need to make Newburgh a better, safer place to live in so he asked the Council what they are doing about the crime. He feels that is the most important thing to talk about and another thing is opportunities for people to buy affordable houses. They should also offer paying less taxes if you open a business.

Mayor Kennedy said that this is a topic that would take a good half hour to forty-five minutes to discuss and they have had conversations about this at many community events. The Police have had three or four events where they have gone over what they are doing and there have also been discussions on the Land Bank and how the property works so there have been several opportunities. She said that they would be happy to sit down with him and go over that information if he would like.

Janet Gianopoulos, City of Newburgh, said that she was inspired by the City Manager's Update because it was conversation about our spirit. She can see that they are starting to do some of the physical things that need doing in new ways and she appreciates that because this impact will help uplift the City. In regard to Local Law #3-2015 for the Code of Ethics she feels it is much clearer and there were no negative comments during the public hearing so she hopes that the Council will vote in favor of it.

There being no further comments this portion of the meeting was closed.

## **COMMENTS FROM THE COUNCIL REGARDING THE AGENDA**

**Councilwoman Holmes said in response to Barbara Smith's comment regarding resolution #222-15 that when they get to that resolution they will explain to the public that they are going to re-bid.**

**Mayor Kennedy said that in the City Manager's Update he talked about all of the ways in which we are using our DPW to help save money. We have demolition of a lot of buildings and they have talked in the past about using DPW to take down buildings and do demolition so she would like to revisit that. We are learning that our DPW has a lot of skilled people so perhaps we could save a lot of money by creating our own demolition crew rather than spend the atrocious amount of money that we have to spend to take down these buildings. She thinks they should consider this as an option.**

**There being no further comments, this portion of the meeting was closed.**

**RESOLUTION NO.: 203 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 119 MONTGOMERY STREET (SECTION 19, BLOCK 1, LOT 13) AT  
PRIVATE SALE TO NATALYA FREDERICKS FOR THE AMOUNT OF \$30,000.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 119 Montgomery Street, being more accurately described as Section 19, Block 1, Lot 13 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 13, 2015, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
119 Montgomery Street	19 – 1 – 13	Natalya Fredericks	\$30,000.00

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

**Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

# Terms and Conditions Sale

## 119 Montgomery Street, City of Newburgh (19-1-13)

### STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has

no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

**RESOLUTION NO.: 204 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 117 JOHNSTON STREET (SECTION 18, BLOCK 11, LOT 14) AT  
PRIVATE SALE TO MARK EPSTEIN FOR THE AMOUNT OF \$10,000.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 117 Johnston Street, being more accurately described as Section 18, Block 11, Lot 14 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 13, 2015 being sixty (60) days from the date of this resolution; and

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
117 Johnston Street	18 – 11 – 14	Mark Epstein	\$10,000.00

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

# Terms and Conditions Sale

## 117 Johnston Street, City of Newburgh (18-11-14)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has

no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

**RESOLUTION NO.: 205 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 317 LIBERTY STREET (SECTION 11, BLOCK 5, LOT 7) AT PRIVATE  
SALE TO ALEX FRIDMAN FOR THE AMOUNT OF \$6,040.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 317 Liberty Street, being more accurately described as Section 11, Block 5, Lot 7 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 13, 2015 being sixty (60) days from the date of this resolution; and

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
317 Liberty Street	11 – 5 – 7	Alex Fridman	\$6,040.00

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

# Terms and Conditions Sale

## 317 Liberty Street, City of Newburgh (11-5-7)

### STANDARD TERMS:

18. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
19. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
20. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
21. The property is sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
22. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
23. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
24. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

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

25. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
26. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
27. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
28. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
29. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
30. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
31. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
32. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
33. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

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

**RESOLUTION NO.: 206 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 474 FIRST STREET (SECTION 20, BLOCK 1, LOT 26) AT PRIVATE  
SALE TO KEBREAU NAZAIRE FOR THE AMOUNT OF \$6,000.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 474 First Street, being more accurately described as Section 20, Block 1, Lot 26 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 13, 2015, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
474 First Street	20 -- 1 -- 26	Kebreau Nazaire	\$6,000.00

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

# Terms and Conditions Sale

## 474 First Street, City of Newburgh (20-1-26)

### STANDARD TERMS:

35. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
36. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
37. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
38. The property is sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
39. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
40. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
41. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

42. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
43. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
44. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
45. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
46. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
47. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
48. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
49. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
50. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that

he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

**RESOLUTION NO.: 207 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 251 FIRST STREET (SECTION 29, BLOCK 3, LOT 6) AND  
253 FIRST STREET (SECTION 29, BLOCK 3, LOT 5)  
AT PRIVATE SALE TO MACKIE MONTGOMERY FOR THE AMOUNT OF \$5,000.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 251 First Street and 253 First Street, being more accurately described as Section 29, Block 3, Lots 6 and 5, respectively, on the official tax map of the City of Newburgh; and

**WHEREAS**, the prospective buyer has offered to purchase these properties at private sale; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following properties to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before November 13, 2015, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
251 First Street	29 – 3 – 6	Mackie Montgomery	\$5,000.00
253 First Street	29 – 3 – 5		

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**Terms and Conditions Sale**  
**251 First Street, City of Newburgh (29-3-6)**  
**253 First Street, City of Newburgh (29-3-5)**

**STANDARD TERMS:**

51. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
52. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
53. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
54. The property is sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 201-2016 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
55. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
56. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
57. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located

on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

58. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
59. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
60. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
61. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
62. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
63. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
64. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
65. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
66. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns

shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

**RESOLUTION NO.: 208 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 41 WISNER AVENUE (SECTION 32, BLOCK 1, LOT 8) AT PRIVATE  
SALE TO VETERANS LEADING THE WAY FOR THE AMOUNT OF \$3,150.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 41 Wisner Avenue, being more accurately described as Section 32, Block 1, Lot 8 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following properties to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before November 13, 2015 being sixty (60) days from the date of this resolution; and

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
41 Wisner Avenue	32 – 1 – 8	Veterans Leading the Way	\$3,150.00

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

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

# Terms and Conditions Sale

## 41 Wisner Avenue, City of Newburgh (32-1-8)

### STANDARD TERMS:

67. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
68. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
69. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
70. The properties are sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
71. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the properties and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
72. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
73. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located

on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

74. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
75. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
76. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
77. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
78. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
79. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
80. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
81. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
82. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns

shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

**RESOLUTION NO.: 209 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A LICENSE AGREEMENT WITH PHILIPPE PIERRE  
TO PERMIT ACCESS TO CITY OWNED PROPERTY  
LOCATED AT 151 LIBERTY STREET (SECTION 30, BLOCK 5, LOT 21.1)  
FOR THE PURPOSES OF PERFORMING CERTAIN PREDEVELOPMENT  
ACTIVITIES AND IN CONNECTION WITH REDEVELOPMENT OF 96 BROADWAY**

**WHEREAS**, by Resolution No. 187-2014 of July 14, 2014, the City Council of the City of Newburgh authorized the sale of 96 Broadway to the Newburgh Community Land Bank; and

**WHEREAS**, by Resolution No. 218-2014 of September 8, 2014, the Council authorized the sale of vacant real property located at 151 Liberty Street, Section 30, Block 5, Lot 21.1, to the Newburgh Community Land Bank because the parcel adjoins the property located at 96 Broadway; and

**WHEREAS**, the Newburgh Community Land Bank has transferred the property known as 96 Broadway to Philippe Pierre who is undertaking the redevelopment of said property and requires access to 151 Liberty Street in order to complete the redevelopment of 96 Broadway and has requested the opportunity to conduct a site assessment of 151 Liberty Street to determine whether to purchase said parcel from the City of Newburgh; and

**WHEREAS**, such access to 151 Liberty Street 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 and its further development;

**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 with Philippe Pierre and his contracted agents to allow access to 151 Liberty Street for the purposes of accessing 96 Broadway and performing certain predevelopment activities.

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York that Resolution No. 218-2014 of September 8, 2014 authorizing the sale of vacant real property located at 151 Liberty Street is hereby rescinded.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

LICENSE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, two thousand and fifteen by and between 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," and PHILIPPE PIERRE, having an address of \_\_\_\_\_, and his consultants and contractors as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, known as 151 Liberty Street, and more accurately described on the official tax map of the City of Newburgh, New York as Section 30, Block 5, Lot 21.1.

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 and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 151 Liberty Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain tasks on said property owned by Licensor, including but not limited to excavating, filling, boring, testing, sampling, restoration and any and all other work appurtenant thereto, and to provide ingress and egress to the adjacent property known as 96 Broadway.

Second: Licensee agrees undertake ingress and egress to 96 Broadway and to perform predevelopment and redevelopment work and tasks 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: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

Fourth: Licensee will perform the subject work in connection with a site assessment and evaluation of a vacant property, including inspection, review of City of Newburgh and other records, review of governmental environmental records and data, and other measures relating to underground tanks, potential contamination issues, and related tasks. In the contract by which

Licensee retains consultants and contractors, they shall name City as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the later of the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted or the transfer of the property from Licensor to Licensee.

Sixth: 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 held said premises prior to the granting of this license.

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said work shall be performed 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: \_\_\_\_\_  
Michael G. Ciaravino, City Manager  
Per Resolution No.

PHILIPPE PIERRE

LICENSEE

By: \_\_\_\_\_

**RESOLUTION NO.: 210 – 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM DEEDS ISSUED TO C. THOMAS TENNEY AND  
SEYMOUR FOREMAN, RESPECTIVELY, TO THE PREMISES KNOWN AS 88  
WASHINGTON STREET (SECTION 37, BLOCK 8, LOT 13)**

**WHEREAS**, by deed dated April 30, 1982, the City of Newburgh conveyed property located at 88 Washington Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 37, Block 8, Lot 13, to C. Thomas Tenney; and

**WHEREAS**, by Resolution No.: 4 of October 12, 1982, and Resolution No.: 16 of July 11, 1983, the City Council approved modifications of the restrictive covenants contained in said deed and approved subsequent conveyances; and

**WHEREAS**, the current owner, by their attorney, is under contract to sell the premises located at 88 Washington Street and has requested a release of the covenants contained in the deed from the City of Newburgh to C. Thomas Tenney and a subsequent deed containing such covenants; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, in substantially the same form as annexed hereto, of restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed from the City of Newburgh to C. Thomas Tenney and restrictive covenants numbered 1, 2, 3, 4, 5 and 6 in a deed from Duncan C. Tenney to Seymour Foreman.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 88 Washington Street, Section 37, Block 8, Lot 13, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated April 30, 1982, from the CITY OF NEWBURGH to C. THOMAS TENNEY, recorded in the Orange County Clerk's Office on May 17, 1982, in Liber 2222 of Deeds at Page 313; and from those restrictive covenants numbered 1, 2, 3, 4, 5 and 6 in a subsequent deed dated July 14, 1983, from DUNCAN C. TENNEY to SEYMOUR FOREMAN, recorded in the Orange County Clerk's Office on July 29, 1983, in Liber 2257 of Deeds at Page 1076 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deeds.

Dated: \_\_\_\_\_, 2015

**THE CITY OF NEWBURGH**

By: \_\_\_\_\_  
Michael G. Ciaravino, City Manager  
Per to Resolution No.: \_\_\_\_\_-2015

STATE OF NEW YORK )

)ss.:

COUNTY OF ORANGE )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

**RESOLUTION NO.: 211 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH THE  
NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO PROVIDE  
POLICE SERVICES IN CONNECTION WITH THE  
COMMUNITY RESOURCE OFFICER PROGRAM FOR COMPENSATION IN THE  
AMOUNT OF ONE HUNDRED THOUSAND DOLLARS**

**WHEREAS**, the City of Newburgh and the Newburgh Enlarged City School District wish to enter into a cooperative agreement to provide the presence and services of City police officers in schools in and for the Newburgh Enlarged City School District; and

**WHEREAS**, such officers can provide valuable education, security, an enhanced learning environment, role modeling, timely response and other valued benefits; and

**WHEREAS**, this Council has reviewed the attached agreement and finds that the execution of the same 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 enter into an agreement with the Newburgh Enlarged City School District, in substantially the same form as annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, to provide police services in connection with the Community Resource Officer Program for the 2015-2016 school year for compensation paid by the District to the City of Newburgh in the amount of One Hundred Thousand (\$100,000.00) Dollars.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

## **COMMUNITY RESOURCE OFFICER AGREEMENT**

**AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015** by and between the Board of Education of the Newburgh Enlarged City School District, having its principal place of business at 124 Grand Street, Newburgh, New York 12550 (hereinafter "the Board of Education") and The City of Newburgh having its principal place of business at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "the City").

**WHEREAS**, the City and the Board of Education agree to establish the position of Community Resource Officer (hereinafter "CRO"), to be filled by police officers from the City of Newburgh Police Department, at Newburgh Free Academy; and

**WHEREAS**, the School Board has agreed that they will reimburse the City for its expense in participating in the CRO Program in the amount of One Hundred Thousand (\$100,000) for the period of September 1, 2015 through August 31, 2016 school year and, the City of Newburgh Police Department will provide one officer at the school specified above, each day that school is open for the hours of 7:30 a.m. – 3:30 p.m., during the school year and during the summer months on such days and times that summer school or the extended year program is being held in the buildings, on the terms and conditions set forth herein:

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The School Board and the City of Newburgh by and through the City of Newburgh Police Department have established the following goals and objectives with regard to the CRO Program in the Schools: (a) to maintain a safe campus environment that will be conducive to learning, (b) to create a relationship based upon cooperation and mutual support between law enforcement and school officials; (c) to improve relationships between law enforcement, school, community and the youth of the school; (d) for Police Officers to serve as consultants to school staff, parents, and youth on safety matters and any other matters which will provide a better environment for the students and the teachers in which to pursue their respective tasks; (e) for police officers to serve as a role models to students; (f) to provide a continuum of youth services between the school and the community with the support of the Police Department and other City staff and agencies.
  
2. The City agrees that the City of Newburgh Police Department shall provide one officer as CRO during the term of this agreement. The CRO shall be subject to the administration, supervision and control of the City of Newburgh Police Department at all times, unless otherwise provided in this agreement.

3. The officer assigned as the CRO will be selected by the Chief of Police based upon the Police Chief's judgment and discretion, taking into consideration other criteria, the officer's training, qualifications, experience, interest in the position and the officer's ability to effectuate the goals and objectives set forth in paragraph 1.
4. The Board of Education shall have the right to request the removal of any CRO and have an officer substituted in his or her place by communicating such request to the Chief of Police at any time during the school year, which request will not be unreasonably denied.
5. The City of Newburgh agrees to provide and pay the CRO's salary and employment benefits in accordance with the current Newburgh PBA contract.
6. It is understood and agreed that the City of Newburgh Police Department, in its sole discretion, shall have the authority to discharge and discipline an officer assigned as a CRO as provided under the terms of any agreement between the City of Newburgh and the applicable collective bargaining unit, and/or by law. The City shall indemnify and hold harmless the Newburgh Enlarged City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by an officer assigned as a CRO.
7. The following named police officers shall be initially assigned by the Chief of Police of the City of Newburgh Police Department to act as CROs as follows:

Newburgh Free Academy – Robert Pedrick

It is understood that such assignments may be changed by the Chief of Police or other commanding officers as in their judgment circumstances may require.

8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.

9. It is understood and agreed that, should a CRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent in excess of five school days, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the affected building.
  
10. It is understood and agreed that the CROs to be appointed by the City of Newburgh Police Department shall have the following qualifications:
  - (a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;
  
  - (b) The CRO shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations;
  
  - (c) The CRO shall be capable of conducting in depth criminal investigations;
  
  - (d) The CRO shall possess an even temperament and set a good example for students;
  
  - (e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

The Board of Education may, at its discretion, waive the requirement set forth in paragraph "a", above, upon the request of the Police Department and upon an interview by the Board of Education of the officer being proposed for the position.

11. The following are the duties of the CRO:
  - (a) Consult with and coordinate activities as requested by a school's principal.
  
  - (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.

- (c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
- (d) Encourage group discussions about law enforcement with students, faculty and parents;
- (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;
- (f) Attend meetings with parents and faculty groups to solicit their support and understanding of the CRO school program and to promote awareness of law enforcement functions;
- (g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;
- (h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
- (i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;
- (j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;

- (k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;
- (l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;
- (m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;
- (n) The CRO shall patrol and maintain a safe corridor within ½ mile radius directly surrounding the school to which he or she is assigned, including, but not limited to, other school buildings within that radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.

12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.

13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log by the school. The CRO shall sign out at the end of each work day using the same log.

- 14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.
- 15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
- 16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police

officer. The CRO is authorized to carry a service weapon on school grounds.

17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.
18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of \$1,000,000 and agrees to indemnify and hold harmless the School Board and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the CRO or the CRO Program.
19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of \$100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of \$10,000 per month from September 1, 2015 – June 30, 2016 commencing within thirty (30) days of ratification of this agreement by all parties.
20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2016.

BOARD OF EDUCATION OF THE NEWBURGH ENLARGED CITY  
SCHOOL DISTRICT

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Dr. Roberto Padilla  
SUPERINTENDENT OF SCHOOLS  
CITY BOARD OF THE CITY OF NEWBURGH

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Michael G. Ciaravino  
CITY MANAGER  
CITY OF NEWBURGH  
Per Res. No.:

Document Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel  
Per Res. No. \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOHN J. ABER  
City Comptroller  
Per Res. No. \_\_\_\_\_

\_\_\_\_\_  
DATE

**RESOLUTION NO.: 212 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT  
FROM FOXFURY LIGHTING SOLUTIONS TO OBTAIN FIREFIGHTING  
EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$21,500.00 WITH NO CITY MATCH**

**WHEREAS**, the Fire Department wishes to submit a grant application to FoxFury Lighting Solutions to obtain firefighting equipment which will provide a personal light to each member of the department in an amount not to exceed \$21,500.00 with no City match of dollars or in-kind services is required; and

**WHEREAS**, FoxFury manufactures Application-Specific products, with a focus in Professional Portable LED Lighting with the latest technology available; and

**WHEREAS**, FoxFury offers grants to provide assistance directly to fire departments and national, state, local, or tribal organizations representing the interests of fulltime and volunteer emergency services responders to assist them in increasing the safety that helps communities meet industry minimum standards and attain adequate protection in emergency hazards, and to fulfill traditional missions of emergency service departments; and

**WHEREAS**, this Council has determined that such grant 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 apply for and accept if awarded a grant from FoxFury Lighting Solutions to obtain firefighting equipment in an amount not to exceed \$21,500.00 with no City match; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

**Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 213 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND ACCEPT IF AWARDED A 2015  
TECHNICAL RESCUE GRANT FROM THE NEW YORK STATE DIVISION OF  
HOMELAND SECURITY AND EMERGENCY SERVICES IN AN AMOUNT NOT TO  
EXCEED \$100,000.00 FOR THE CITY OF NEWBURGH FIRE DEPARTMENT  
WITH NO CITY MATCH REQUIRED**

**WHEREAS**, the City of Newburgh Fire Department has expressed interest in applying for a 2015 Technical Rescue Grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars; and

**WHEREAS**, such grant funds, if awarded, shall be used to enhance the technical rescue capabilities of the City of Newburgh Fire Department by purchasing equipment to be utilized for water rescue, and a vehicle to transport all Technical rescue and Haz-mat equipment; and

**WHEREAS**, no City matching funds or in-kind services are required; and

**WHEREAS**, this Council has determined that applying for such grant funds would be in the best interests of the City of Newburgh, and the safety of its firefighters and residents alike;

**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 apply for and accept if awarded a 2015 Technical Rescue Grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars for the City of Newburgh Fire Department with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the purchases funded thereby.

**Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 214 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE  
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES  
UNDER THE SFY 2015-2016 NEW YORK STATE SENATE INITIATIVE  
FOR A TOTAL GRANT AMOUNT OF \$75,000.00 WITH NO CITY MATCH  
REQUIRED**

**WHEREAS**, the New York State Division of Criminal Justice Services (“DCJS”) has offered a Legislative Initiative grant to provide funding to be used towards Police Department overtime details such as foot patrols, attending community events and participating in youth-related activities and recruitment, all of which are extremely difficult to participate in with on duty officers who are subject to call; and

**WHEREAS**, the City of Newburgh Police Department wishes to apply for such funding; and

**WHEREAS**, the amount of such grant award is \$75,000.00 with no City match of dollars or in-kind services is required; and

**WHEREAS**, this Council has determined that applying for and accepting such grant is in the best interests of the City of Newburgh and its residents;

**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 apply for and accept if awarded a grant from the New York State Division of Criminal Justice Services for the SFY 2015-2016 New York State Senate Initiative for a total grant amount of \$75,000.00 with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

**Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 215 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT FUNDING SUPPORT IN THE AMOUNT OF \$25,000.00  
FROM THE COUNTY OF ORANGE TO PROVIDE FOR MUNICIPAL  
BUILDING RENOVATIONS AT 123 GRAND STREET**

**WHEREAS**, the County of Orange has advised the City of Newburgh that funding support is available for municipal building renovations under the County's Urban Renewal Program; and

**WHEREAS**, the City of Newburgh wishes to request and accept such funding in the amount of Twenty Five Thousand (\$25,000.00) Dollars to provide for building renovations at 123 Grand Street; and

**WHEREAS**, this Council has determined that making such request and accepting such funds is in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept funding support in the amount of \$25,000.00 from the County of Orange to provide for municipal building renovations at 123 Grand Street, with thanks and appreciation of this Council.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 216 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
APPLY FOR AND ACCEPT IF AWARDED A GRANT  
FROM THE ORANGE COUNTY DEPARTMENT OF HEALTH FOR THE  
HEALTHY ORANGE PROGRAM IN AN AMOUNT NOT TO EXCEED \$5,000.00  
REQUIRING NO CITY MATCH FOR THE RECREATION DEPARTMENT**

**WHEREAS**, the City of Newburgh Recreation Department has advised that the Orange County Department of Health's Healthy Orange Program is looking for proposals from schools, worksites, community groups and organizations that would like to participate in Healthy Orange interventions; and

**WHEREAS**, Healthy Orange is an initiative through the Orange County Department of Health that addresses three simple but vital issues of improved nutrition, increased physical activity and movement, and a tobacco-free lifestyle to improve the overall health of Orange County residents; and

**WHEREAS**, the City of Newburgh wishes to apply for and accept if awarded grant funding from the Orange County Department of Health for the Healthy Orange Program in an amount not to exceed \$5,000.00; and

**WHEREAS**, the program the City will implement is the Healthy Orange Basketball League which will provide the players with 60 minutes of physical activity two days a week and will be open to boys and girls in the Newburgh Enlarged City School District; and

**WHEREAS**, the funds will be used to pay for jerseys and end of season awards; and

**WHEREAS**, no City matching funds is required; and

**WHEREAS**, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

**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 apply for and accept if awarded a grant from the Orange County Department of Health for the Healthy Orange Program in an amount not to exceed \$5,000.00 with no City match for the Recreation Department; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 217 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AMENDING THE 2015 PERSONNEL ANALYSIS BOOK  
AND AMENDING RESOLUTION NO.: 296 - 2014,  
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER \$32,487.00 FROM CODE COMPLIANCE TO PLANNING AND  
DEVELOPMENT TO FUND THE POSITION OF LAND  
USE BOARD SECRETARY**

**WHEREAS**, by Resolution No.: 120-2015 of May 26, 2015, this Council amended the 2015 Personnel Analysis Book authorizing a change in job title from Account Clerk to Land Use Board Secretary within the Code Compliance Bureau; and

**WHEREAS**, it has become necessary to transfer the title of Land Use Board Secretary from the Code Compliance Bureau to the Department of Planning and Development; and

**WHEREAS**, the City of Newburgh finds it necessary to reallocate monies to fund the position of Land Use Board Secretary which requires an amendment to the 2015 Budget; and

**WHEREAS**, this Council finds that it is in the best interests of the City of Newburgh to make said adjustment to the 2015 Personnel Analysis Book and the 2015 Budget for the City of Newburgh, New York;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, that 2015 Personnel Analysis Book be and hereby is amended to transfer the title of Land Use Board Secretary from the Code Compliance Bureau to the Department of Planning and Development and that the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.3620.0101 Code Compliance	\$32,487.00	
A.8684.0101 Planning and Development		\$32,487.00

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 218 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,  
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER \$20,000.00 FROM GENERAL FUND CONTIGENCY  
TO ENGINEERING – REPAIRS/OTHER EQUIPMENT  
TO FUND PHASE II OF THE SHORING EXPENSES FOR CITY HALL**

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$20,000.00	
A.1440.0443 Engineering Repairs/Other Equipment		\$20,000.00
<b>TOTALS:</b>	<b>\$20,000.00</b>	<b>\$20,000.00</b>

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 219 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AMENDING RESOLUTION NO. 153-2014 OF JUNE 9, 2014  
AUTHORIZING BARTON & LOGUIDICE, D.P.C. TO ASSIST THE CITY OF  
NEWBURGH IN APPLYING FOR A PLANNING GRANT THROUGH THE  
CONSOLIDATED FUNDING APPLICATION PROCESS WITH AN AWARD OF UP TO  
\$30,000 TO INVESTIGATE ILLICIT SEWER CONNECTIONS WITHIN THE CITY OF  
NEWBURGH AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT  
SUCH GRANT FUNDS IF AWARDED**

**WHEREAS**, the City of Newburgh recently has identified certain illicit sewer connections which discharge directly to the City's combined sewer overflows rather than to the City's waste water treatment plant; and

**WHEREAS**, the City is obligated to further investigate and detect such illicit sewer connections; and

**WHEREAS**, the New York State Consolidated Funding Application process provides grant funding to support the City's plan to further investigate and detect such illicit sewer connections; and

**WHEREAS**, Barton & Loguidice, D.P.C. has offered to prepare and submit a planning grant application through the Consolidated Funding Application process at no cost to the City; and

**WHEREAS**, such grant funds shall be in an amount not to exceed Thirty Thousand (\$30,000.00) Dollars; and

**WHEREAS**, said grant requires a twenty (20%) percent local match, which can be derived from the in-kind services of the City's Engineering Department;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Barton & Loguidice, D.P.C. be and is hereby authorized to apply for a planning grant through the Consolidated Funding Application process in an amount not to exceed Twenty Seven Thousand Eight Hundred Forty (\$27,840.00) Dollars; and

**BE IT FURTHER RESOLVED**, by the City Council that the City Manager be and he is hereby authorized to accept, if awarded, said planning grant through the Consolidated Funding Application process; and

**BE IT FURTHER RESOLVED**, by the City Council that the that the City Manager be and he is hereby authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any other contracts, documents and instruments necessary to bring about the Project and to fulfill the City's obligations under the Engineering Planning Grant Agreement; and

**BE IT FURTHER RESOLVED**, that the City of Newburgh authorizes and appropriates a minimum of a 20% local match as required by the Engineering Planning Grant Program for the Sanitary Sewer Illicit Discharge Identification Study Project. Under the Engineering Planning Grant Program, this local match must be at least 20% of the total project cost. The maximum local share appropriated subject to any changes agreed to by the City Manager shall not exceed \$6,960.00 based upon a total estimated maximum project cost of \$ 34,800. The City Manager may increase this local match through the use of in kind services without further approval from the City.

**Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 220 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
AMENDING RESOLUTION NO. 64-2015 OF APRIL 13, 2015 DETERMINING THAT  
THE PROPOSED CITY SANITARY SEWER ILLICIT DISCHARGE  
IDENTIFICATION STUDY IS A TYPE II ACTION UNDER THE STATE  
ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) AND WILL NOT HAVE A  
SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT**

**WHEREAS**, on June 9, 2014 through resolution 153-2014 the City Council authorized Barton & Loguidice, D.P.C. to submit a planning grant through the consolidated funding application process to apply for and accept an award in an amount up to \$30,000; and

**WHEREAS**, Barton & Loguidice D.P.C. prepared and submitted the Wastewater Infrastructure Engineering Planning Grant (EPG) application to the New York State Department of Environmental Conservation/Environmental Facilities Corporation through the consolidated funding application process at no cost to the city; and

**WHEREAS**, on December 11, 2014 the Governor announced that the City was awarded a \$27,480 EPG administered by the New York State Environmental Facilities Corporation (NYSEFC) for the commissioning of a Sanitary Sewer Illicit Discharge Identification Study (the "Project"); and

**WHEREAS**, the City has been notified of the award of a \$27,480 EPG by the New NYSEFC for the commissioning of the Project; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law, as amended, and the New York State Environmental Quality Review Act ("SEQRA") and the implementing regulations at 6 NYCRR Part 617 (the "Regulations"), the City desires to comply with SEQRA and the Regulations with respect to the project; and

**WHEREAS**, 6 NYCRR Section 617.5 (Title 6 of the New York Code of Rules and Regulations) under SEQRA provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law; and

**WHEREAS**, the New York State Office of Parks, Recreation and Historic Preservation reviewed the Project in accordance with the New York State Historic Preservation Act of 1980 and issued an opinion that the Project will have no impact upon archaeological and/or historical resources listed in or eligible for the New York State and National Registers of Historic Places;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Newburgh, New York, hereby determines that the proposed Sanitary Sewer Illicit Discharge Identification Study is a Type II action in accordance with 6 NYCRR Section 617.5(c)(18) and (21) which constitutes information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action and conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action and is therefore not subject to review under 6 NYCRR Part 617.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 221 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
ASSUMING LEAD AGENCY STATUS UNDER  
STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA)  
WITH RESPECT TO THE DEVELOPMENT OF SOUTH STREET WATERFRONT  
PARK, TYPING THE ACTION AS AN UNLISTED ACTION AND ADOPTING AN  
ENVIRONMENTAL ASSESSMENT FORM WITH RESPECT THERETO**

**WHEREAS**, the City of Newburgh proposes to develop South Street Waterfront Park located at the terminus of Front Street in the City of Newburgh; and has been awarded an Environmental Protection Fund grant from the New York State Office of Parks, Recreation & Historic Preservation to make such improvements; and

**WHEREAS**, the South Street Waterfront Park Development Project (the "Project") will include the research and development of preliminary design documents of the proposed park; evaluating the need for easements or other right of way access; development of final design documents and cost estimates; and an analysis of necessary federal, state and local permits and approvals along with the preparation of permit applications for construction; and

**WHEREAS**, in order to comply with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh hereby assumes Lead Agency status; types this action as an Unlisted Action; and adopts Parts I and II of the Environmental Assessment Form ("EAF");

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares itself as the Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. Classifies the Project as an Unlisted action; and
3. Adopts the Parts I and II of the Environmental Assessment form attached hereto and authorizes the City Manager to execute same on behalf of the City Council of the City of Newburgh.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 222 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION REJECTING ALL BIDS RECEIVED  
IN CONNECTION WITH THE CONSTRUCTION OF A SKATEBOARD PARK TO BE  
LOCATED IN THE DELANO-HITCH RECREATION PARK**

**WHEREAS**, the City of Newburgh has duly advertised for bids in connection with the construction of a Skateboard Park to be located within the Delano-Hitch Recreation Park; and

**WHEREAS**, one (1) bid was received and opened; and

**WHEREAS**, upon review of the bids it has been determined that the cost of the bid received exceed the budget proposed for Project and failed to contain adequate responses to the HUD Section 3 Hiring Program and Apprenticeship Program; and

**WHEREAS**, this Council has determined that rejecting all bids for the Project 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 all bids received in connection with the construction of a Skateboard Park to be located within the Delano-Hitch Recreation Park be and are hereby rejected.

**Mayor Kennedy said that they had a lengthy discussion at the Work Session and they received only one bid.**

**John Aber, City Comptroller said that there was only one bid received and it came in over \$100,000.00 higher than the estimate. Anything over \$250,000.00 requires an apprenticeship program which was not submitted as part of their package and they also did not submit a Section 3 Hiring Program. They will re-bid the package again and hopefully get some better bids.**

**Mayor Kennedy noted again that they will be resubmitting the bid underlining the requirements.**

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 223 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A PAYMENT OF CLAIM  
WITH CHARLES A. STEWART IN THE AMOUNT OF \$37,000.00**

**WHEREAS**, Charles A. Stewart brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Thirty-Seven Thousand and 00/100 (\$37,000.00) Dollars in exchange for a release to resolve all claims among them; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager and the Corporation Counsel are hereby authorized to settle the claim of Charles A. Stewart in the total amount of Thirty-Seven Thousand and 00/100 (\$37,000.00) Dollars and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

**Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 224 - 2015**  
**OF**  
**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2013 RELATIVE TO  
89 WEST STREET (SECTION 14, BLOCK 3, LOT 38)**

**WHEREAS**, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

**WHEREAS**, the owners of the property have advised the City that they are prepared to settle such action and have requested an Installment Payment Agreement as provided for by Local Law No.: 1-2012 of April 9, 2012; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 89 West Street (Section 14, Block 3, Lot 38), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Nine Thousand Four Hundred Eighty Six And 05/100 (\$9,486.05) Dollars representing the required down payment to enter into an Installment Payment Agreement for all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, is paid by certified or bank check on or before September 30, 2015; and after all subsequent quarterly payments are made to satisfy such liens.

**Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 225 - 2015**  
**OF**  
**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2013 RELATIVE TO  
86 BROADWAY (SECTION 31, BLOCK 1, LOT 14.2)**

**WHEREAS**, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

**WHEREAS**, Key Bank National Association and New York Business Development Corporation, by their attorney, served an Answer to such action in regard to the foreclosure of 86 Broadway (Section 31, Block 1, Lot 14.2); and

**WHEREAS**, the attorney has advised the City that they are prepared to settle such action;  
and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 86 Broadway (Section 31, Block 1, Lot 14.2), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Fifty Five Thousand One Hundred Twenty Five And 90/100 (\$55,125.90) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before September 30, 2015.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 226 – 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2013 RELATIVE TO  
45 CLARK STREET (SECTION 39, BLOCK 2, LOT 6.1)**

**WHEREAS**, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

**WHEREAS**, Crossroads Pool I, LLC, the mortgagee, by their attorney, served an Answer to such action in regard to the foreclosure of 45 Clark Street (Section 39, Block 2, Lot 6.1); and

**WHEREAS**, the attorney has advised the City that they are prepared to settle such action;  
and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 45 Clark Street (Section 39, Block 2, Lot 6.1), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Thirty Thousand Eight Hundred Twenty And 24/100 (\$30,820.24) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before September 30, 2015.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 227 - 2015  
OF  
SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2013 RELATIVE TO  
1 NORTON STREET (SECTION 16, BLOCK 8, LOT 7),**

**WHEREAS**, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

**WHEREAS**, the mortgage holder, Caliber Home Loans, Inc., by their attorney, have advised the City that they are prepared to settle such action; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the lien on the property located at 1 Norton Street (Section 16, Block 8, Lot 7), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Sixteen Thousand Three Hundred Ninety Four And 47/100 (\$16,394.47) Dollars representing the past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before September 30, 2015.

**Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 228 - 2015**  
**OF**  
**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2013 RELATIVE TO  
254 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 34),  
258 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 48) AND  
256 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 49)**

**WHEREAS**, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

**WHEREAS**, the property owners, by their attorney, have advised the City that they are prepared to settle such action; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the lien on the properties located at 254 Washington Street (Section 35, Block 3, Lot 34), 258 Washington Street (Section 35, Block 3, Lot 48) and 256 Washington Street (Section 35, Block 3, Lot 49), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Four Thousand Five And 86/100 (\$4,005.86) Dollars representing the past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before September 30, 2015.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 229 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF  
REAL PROPERTY KNOWN AS 20 PIERCES ROAD  
(SECTION 53, BLOCK 1, LOT 1.-40)  
AT PRIVATE SALE TO RONALD CUTTINO**

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

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

**WHEREAS**, Wells Fargo Bank, N.A., by their attorney, on behalf of the former owner of 20 Pierces Road, being more accurately described as Section 53, Block 1, Lot 1.-40 on the official tax map of the City of Newburgh, have requested to re-purchase the property at private sale; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of 20 Pierces Road, Section 53, Block 1, Lot 1.-40, to Ronald Cuttino be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of Four Thousand Seven Hundred Eighty Six And 85/100 (\$4,786.85) Dollars, no later than September 30, 2015; and

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

**Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 230 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF  
REAL PROPERTY KNOWN AS 35 WISNER AVENUE  
(SECTION 32, BLOCK 1, LOT 9.21)  
AT PRIVATE SALE TO RICHARD MASSIMI**

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

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

**WHEREAS**, Richard Massimi, the former owner of 35 Wisner Avenue, being more accurately described as Section 32, Block 1, Lot 9.21 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of 35 Wisner Avenue, Section 32, Block 1, Lot 9.21, to Richard Massimi be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of Thirty Thousand Ninety Nine And 82/100 (\$30,099.82) Dollars, no later than September 30, 2015; and

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

**Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 231 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF  
REAL PROPERTY KNOWN AS 245 WASHINGTON STREET  
(SECTION 38, BLOCK 2, LOT 10)  
AT PRIVATE SALE TO JESSICA BETANCOURT**

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

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

**WHEREAS**, Jessica Betancourt, the former owner of 245 Washington Street, being more accurately described as Section 38, Block 2, Lot 10 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of 245 Washington Street, Section 38, Block 2, Lot 10, to Jessica Betancourt be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of Twenty One Thousand Six Hundred Sixty Four And 32/100 (\$21,664.32) Dollars, no later than September 30, 2015; and

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 232 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF  
REAL PROPERTY KNOWN AS  
75 SOUTH ROBINSON AVENUE (SECTION 38, BLOCK 5, LOT 23)  
AT PRIVATE SALE TO JAMES M. TAYLOR III AND KIMBERLY TAYLOR  
FOR THE AMOUNT OF \$33,695.54**

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

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

**WHEREAS**, the City of Newburgh desires to sell 75 South Robinson Avenue, being more accurately described as Section 38, Block 5, Lot 23 on the official tax map of the City of Newburgh; and

**WHEREAS**, the prospective buyers have offered to purchase this property at private sale; and

**WHEREAS**, the prospective buyers reside within the subject property; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyers for the sum as outlined below;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of upon receipt of the purchase price of \$33,695.54; and that said purchase price must be paid no later than November 13, 2015, and in accordance with said terms and conditions; and

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

Terms and Conditions of Sale  
75 South Robinson Avenue, City of Newburgh (38-5-23)

83. City of Newburgh acquired title to the property known as 75 South Robinson Avenue, more accurately described as Section 38, Block 5, Lot 23 on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcel") in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
84. For purposes of these Terms and Conditions, parcel shall be defined as section, block and lot number.
85. The parcel, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the closing.
86. Upon closing, the property shall become subject to taxation and apportionment of the 2015-2016 school taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees not otherwise billed to the purchaser will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units. After closing, purchaser shall be responsible for all water, sewer and sanitation charges.
87. The purchase price of the property is \$33,695.54. The purchaser shall pay to the City the purchase price as follows:

A down payment in the amount of \$3,000.00 shall be due on or before November 13, 2015. The down payment shall be payable to the City of Newburgh by certified check, bank check or money order.

The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money First Mortgage and Note for the balance of the purchase price. The Purchase Money Note and Mortgage shall be self-amortizing and be in the sum of \$30,695.54 for a term of five years, payable in equal monthly installments of \$551.56 per month. The Purchase Money Mortgage shall contain a late charge for overdue payment. The Note and Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty, that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchase enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

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

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

88. Purchaser is advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
89. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
90. All informational tools, such as slides, tax maps, deeds, photos, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. **THE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.**
91. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to closing. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges that he has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
92. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" by bank check, certified check or money order.
93. The down payment and all closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. The City is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the down payment shall be forfeited. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefore, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should the purchaser fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the purchaser. Any additional request

made thereafter shall be made in writing and placed before the City Council for their consideration.

94. The purchaser warrants that they are in possession of the parcel and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcel.
95. If the purchaser fails to close title by the close of business on November 13, 2015, then, the City may, but is not obligated to offer the parcel to another purchaser.
96. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, he shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.
97. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.
98. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price and closing fees/costs. Purchaser and tenant remain in possession of property the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
99. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
100. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
101. By acknowledging and executing these Terms & Conditions, the purchaser certifies that they are not the former owner(s) of the property against whom City of Newburgh foreclosed and have no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither they nor their assigns shall convey the property until twenty-four (24) months after the date of the deed

conveying title to the purchaser. If such conveyance in violation of these terms and conditions, the purchaser understands that they may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

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JAMES M. TAYLOR III

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KIMBERLY TAYLOR

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

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

**RESOLUTION NO.: 233 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF  
REAL PROPERTY KNOWN AS 30 DUBOIS STREET  
(SECTION 30, BLOCK 1, LOT 42) AT PRIVATE SALE TO  
YVONNE GARRIQUES AND DEVON FLAVIUS  
FOR THE AMOUNT OF \$33,695.54**

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

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

**WHEREAS**, the City of Newburgh desires to sell 30 Dubois Street, being more accurately described as Section 30, Block 1, Lot 42, on the official tax map of the City of Newburgh; and

**WHEREAS**, the prospective buyers have offered to purchase this property at private sale; and

**WHEREAS**, the prospective buyers reside within the subject property; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyers for the sum as outlined below;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the purchase price of \$42,780.28; and that said purchase price must be paid no later than November 13, 2015, and in accordance with said terms and conditions; and

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Mejia, Mayor Kennedy – 5**

**Abstain – Councilwoman Holmes, Councilwoman Lee - 2**

**ADOPTED**

Terms and Conditions of Sale  
30 Dubois Street, City of Newburgh (30-1-42)

102. City of Newburgh acquired title to the property known as 30 Dubois Street, more accurately described as Section 30, Block 1, Lot 42 on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcel") in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
103. For purposes of these Terms and Conditions, parcel shall be defined as section, block and lot number.
104. The parcel, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the closing.
105. Upon closing, the property shall become subject to taxation and apportionment of the 2015-2016 school taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees not otherwise billed to the purchaser will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units. After closing, purchaser shall be responsible for all water, sewer and sanitation charges.
106. The purchase price of the property is \$42,780.28. The purchaser shall pay to the City the purchase price as follows:

A down payment in the amount of \$3,000.00 shall be due on or before November 13, 2015. The down payment shall be payable to the City of Newburgh by certified check, bank check or money order.

The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money First Mortgage and Note for the balance of the purchase price. The Purchase Money Note and Mortgage shall be self-amortizing and be in the sum of \$39,780.28 for a term of five years, payable in equal monthly installments of \$714.80 per month. The Purchase Money Mortgage shall contain a late charge for overdue payment. The Note and Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty, that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchase enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

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

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

107. Purchaser is advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
108. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
109. All informational tools, such as slides, tax maps, deeds, photos, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. **THE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.**
110. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to closing. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges that he has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
111. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" by bank check, certified check or money order.
112. The down payment and all closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. The City is not required to send notice of acceptance to a purchaser. **If the purchaser fails to pay the balance of the purchase price as herein provided, the down payment shall be forfeited.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefore, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should the purchaser fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the purchaser. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

113. The purchaser warrants that they are in possession of the parcel and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcel.
114. If the purchaser fails to close title by the close of business on November 13, 2015, then, the City may, but is not obligated to offer the parcel to another purchaser.
115. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, he shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.
116. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.
117. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price and closing fees/costs. Purchaser and tenant remain in possession of property the deed is recorded conveying title to the purchaser. Title vests upon recording of deed.
118. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
119. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
120. By acknowledging and executing these Terms & Conditions, the purchaser certifies that they are not the former owner(s) of the property against whom City of Newburgh foreclosed and have no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither they nor their assigns shall convey the property until twenty-four (24) months after the date of the deed conveying title to the purchaser. If such conveyance in violation of these terms and conditions, the purchaser understands that they may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

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YVONNE GARRIQUES

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DEVON FLAVIUS

Date: -----

Date: -----

**RESOLUTION NO.: 234 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 30 BENKARD AVENUE (SECTION 45, BLOCK 4, LOT 15)  
AT PRIVATE SALE TO ALDO R. OCAMPO FOR THE AMOUNT OF \$35,403.34**

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

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

**WHEREAS**, the City of Newburgh desires to sell 30 Benkard Avenue, being more accurately described as Section 45, Block 4, Lot 15, on the official tax map of the City of Newburgh; and

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

**WHEREAS**, the prospective buyer resides within the subject property; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of upon receipt of the purchase price of \$35,403.34; and that said purchase price must be paid no later than November 13, 2015, and in accordance with said terms and conditions; and

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

**Councilwoman Angelo moved and Councilwoman Mejia seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

Terms and Conditions of Sale  
30 Benkard Avenue, City of Newburgh (45-4-15)

121. City of Newburgh acquired title to the property known as 30 Benkard Avenue, more accurately described as Section 45, Block 4, Lot 15 on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcel") in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
122. For purposes of these Terms and Conditions, parcel shall be defined as section, block and lot number.
123. The parcel, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the closing.
124. Upon closing, the property shall become subject to taxation and apportionment of the 2015-2016 school taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees not otherwise billed to the purchaser will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units. After closing, purchaser shall be responsible for all water, sewer and sanitation charges.
125. The purchase price of the property is \$35,403.34. The purchaser shall pay to the City the purchase price as follows:

A down payment in the amount of \$2,800.00 shall be due on or before November 13, 2015. Rental payments collected by the City shall be credited to the down payment. The down payment shall be payable to the City of Newburgh by **certified check, bank check or money order.**

The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money First Mortgage and Note for the balance of the purchase price. The Purchase Money Note and Mortgage shall be self-amortizing and be in the sum of \$32,603.34 for a term of five years, payable in equal monthly installments of \$585.84 per month. The Purchase Money Mortgage shall contain a late charge for overdue payment. The Note and Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty, that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchase enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

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

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

126. Purchaser is advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
127. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
128. All informational tools, such as slides, tax maps, deeds, photos, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
129. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to closing. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges that he has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
130. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" by bank check, certified check or money order.
131. The down payment and all closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office on or before November 13, 2015. The City is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the down payment shall be forfeited. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefore, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should the purchaser fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the purchaser. Any additional request

made thereafter shall be made in writing and placed before the City Council for their consideration.

132. The purchaser warrants that they are in possession of the parcel and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcel.
133. If the purchaser fails to close title by the close of business on November 13, 2015, then, the City may, but is not obligated to offer the parcel to another purchaser.
134. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, he shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.
135. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.
136. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price and closing fees/costs. Purchaser and tenant remain in possession of property the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
137. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
138. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
139. By acknowledging and executing these Terms & Conditions, the purchaser certifies that they are not the former owner(s) of the property against whom City of Newburgh foreclosed and have no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither they nor their assigns shall convey the property until twenty-four (24) months after the date of the deed

conveying title to the purchaser. If such conveyance in violation of these terms and conditions, the purchaser understands that they may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

-----  
ALDO R. OCAMPO

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

**RESOLUTION NO: 235-2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
COMMENCING REVIEW UNDER THE NEW YORK STATE  
ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) AND THE NATIONAL  
ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) AND ADOPTING  
ENVIRONMENTAL ASSESSMENT FORMS WITH RESPECT TO THE  
CONSTRUCTION OF A SKATEBOARD PARK TO BE LOCATED WITHIN THE  
DELANO-HITCH RECREATION PARK**

**WHEREAS**, the City of Newburgh proposes to construct a skateboard park to be located within the Delano-Hitch Recreation Park at 401 Washington Street in the City of Newburgh and has allocated funding from the U.S. Department of Housing and Urban Development Community Development Block Grant program for the project; and

**WHEREAS**, the City of Newburgh Skateboard Park Plaza Project (the "Project") will require the City of Newburgh to conduct an environmental review of the Project under the New York State Environmental Quality Review Act (SEQRA) and the National Environmental Policy Act of 1969 (NEPA); and

**WHEREAS**, the City Council of the City of Newburgh pursuant to SEQRA hereby assumes Lead Agency status; types this action as an Unlisted Action; and adopts Part I and II of the NYS Environmental Assessment Form; and

**WHEREAS**, the City Council of the City of Newburgh pursuant to NEPA adopts an Environmental Assessment Form for HUD assisted projects and authorizes the publications of a notice commencing a 15-day public comment period;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares itself as the Lead Agency for the New York State environmental review of the action pursuant to 6 NYCRR 617.6; and
2. Classified the Project as an Unlisted action;

3. Adopts the Parts I and II of the NYS Environmental Assessment form attached hereto and authorizes the City Manager to execute same on behalf of the City Council of the City of Newburgh; and
4. Adopts the Environmental Assessment form for HUD assisted projects attached hereto and authorizes the City Manager to execute same on behalf of the City Council of the City of Newburgh; and
5. Authorizes the publication of a notice commencing a 15-day public comment period.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Newburgh Skatepark			
Project Location (describe, and attach a location map): Northwest corner of Delano Hitch Recreation Park			
Brief Description of Proposed Action: The intent of the proposed action is to re-use partially under utilized parkland as a skatepark, adding to the variety of amenities at Delano-Hitch Recreation Park			
Name of Applicant or Sponsor: City of Newburgh		Telephone: (845) 569-7398	
		E-Mail: mclaravino@cityofnewburgh-ny.gov	
Address: 83 Broadway			
City/PO: Newburgh		State: New York	Zip Code: 12550
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		27.11 acres	
b. Total acreage to be physically disturbed?		0.97 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		39.21 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input checked="" type="checkbox"/> Parkland			

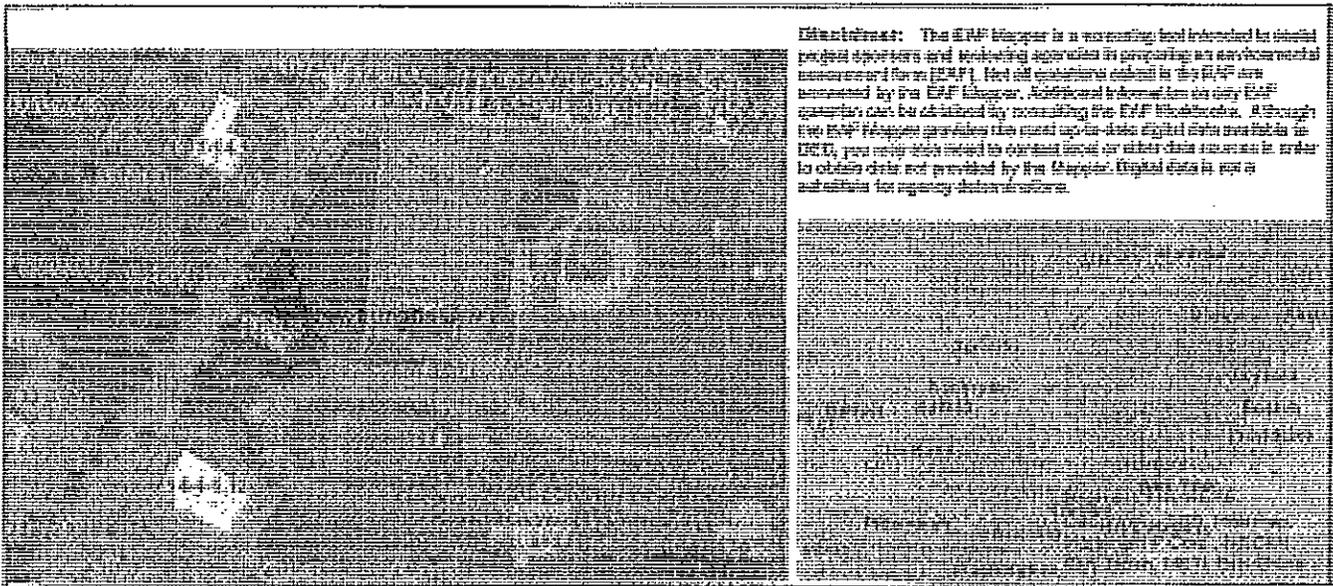
5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: The proposed action does not intend to utilize any energy once constructed.	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ The proposed action does not intend to utilize potable or non-potable water once constructed.	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES The collected runoff will partially handle on-site for small storms through the use of rain gardens. Larger storms will inundate the rain gardens and convey stormwater to the City's separate stormwater system in the adjoining streets.			

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor name: <u>Michael G. Ciaravino, City Manger</u> Date: _____</p> <p>Signature: _____</p>		

**PRINT FORM**

# EAF Mapper Summary Report

Sunday, August 30, 2015 9:21 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No



U.S. Department of Housing and Urban  
Development  
451 Seventh Street, SW  
Washington, DC 20410  
www.hud.gov

[espanol.hud.gov](http://espanol.hud.gov)

## Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

### Project Information

**Project Name:** Newburgh Skatepark

**Responsible Entity:** City of Newburgh

**Grant Recipient (if different than Responsible Entity):**

**State/Local Identifier:**

**Preparer:** Chad M. Wade, R.L.A.

**Certifying Officer Name and Title:** Michael G. Ciaravino, City Manager

**Grant Recipient (if different than Responsible Entity):**

**Consultant (if applicable):** Grindline Concrete Skateparks Design & Construction and Eberlin and Eberlin, P.C.

**Direct Comments to:** Deirdre Glenn, Director of Planning and Development

**Project Location:** The Proposed Action is located within the Delano-Hitch Recreational Park, which is bound by Washington Street to the north, Robinson Avenue to the east, S. William Street to the south, and Lake Street to the west. The Newburgh Skatepark shall be constructed in the northwest corner of Delano-Hitch Recreation Park, generally near the intersection of Washington Avenue and Lake Street.

**Description of the Proposed Project** [24 CFR 50.12 & 58.32; 40 CFR 1508.25]: The intent of the proposed action is to re-use partially underutilized parkland as a skatepark, adding to the variety of amenities at Delano-Hitch Recreation Park.

**Statement of Purpose and Need for the Proposal** [40 CFR 1508.9(b)]: The purpose and need of the Proposed Action came about through outreach to the City by the local skateboard community. They identified limited safe locations, easily accessible, that are available to them.

In addition to the proposed Action, a no action alternative was reviewed. A no action alternative would leave the project location in its current, partially underutilized state. The potential minor benefits identified would be lost. Additionally, the funding allocated for the Proposed Action would be available for other HUD and CDBG projects. No other alternatives were reviewed as part of this Environmental Assessment.

In order to complete this Environmental Assessment, a number of sources were accessed. The sources are as follows: U.S. Fish and Wildlife Service, New York State Department of Environmental Conservation, HUD Exchange, New York State Office of Parks, Recreation & Historic Preservation, Protection Agency, National and Scenic Rivers System, Federal Emergency Management Agency. Additional detail is available below in the section *List of Sources, Agencies and Persons Consulted*.

**Existing Conditions and Trends** [24 CFR 58.40(a)]: Currently the part of Delano-Hitch Recreation Park slated for the development of Phase I of the skatepark consists of dilapidated unutilized horseshoe pits. The area slated for development of Phase II of the Skatepark consists of a play structure. The likely trend of the current areas, without the Proposed Action, would continue as it is today. Other than this project, there is no short-term or long-term plans to rehabilitate or re-use the area dedicated to this project.

### **Funding Information**

<b>Grant Number</b>	<b>HUD Program CDBG</b>	<b>Funding Amount</b>
---------------------	-----------------------------	-----------------------

**Estimated Total HUD Funded Amount:**

**Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$ 626,310.00**

**Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities**

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6</b>		
<p style="text-align: center;"><b>Airport Hazards</b></p> <p>24 CFR Part 51 Subpart D</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The closest airport to the project location is Stewart International Airport. The end of the runway is approximately 16,900 +/- feet from the Project location. Associated with the airport is Stewart Air National Guard Base, utilizing the same runway. The closest building within the Stewart Air National Guard Base is approximately 14,800 +/- feet for the Project location. <i>See attached map 1.</i></p>
<p style="text-align: center;"><b>Coastal Barrier Resources</b></p> <p>Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The U.S. Fish and Wildlife Service <i>Coastal Barrier Resource System Mapper</i> was reviewed and the only areas identified are along the Atlantic and Long Island Sound coast of the United States. No Coastal Barrier Resources are on, adjacent to, or within the vicinity of the project location.</p>
<p style="text-align: center;"><b>Flood Insurance</b></p> <p>Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Updated FEMA maps were consulted to identify flood prone areas in the City of Newburgh. According Panel 0332E, effective August 3, 2009, the project site is not within a flood prone area. <i>See attached map 2.</i></p>
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 &amp; 58.5</b>		
<p style="text-align: center;"><b>Clean Air</b></p> <p>Clean Air Act, as amended, particularly section 176(c) &amp; (d); 40 CFR Parts 6, 51, 93</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The Proposed Action does not include a scope of work that will create air pollution. A minor increase in emissions is likely to occur during construction.</p>
<p style="text-align: center;"><b>Coastal Zone Management</b></p> <p>Coastal Zone Management Act, sections 307(c) &amp; (d)</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The Hudson River is designated by New York State as part of the Coastal Boundary of the State. Although the defined boundary includes the project location, it is not adjacent to or in the vicinity of the Hudson River. <i>See attached map 3.</i></p>
<p style="text-align: center;"><b>Contamination and Toxic Substances</b></p> <p>24 CFR Part 50.3(i) &amp; 58.5(i)(2)</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The New York State Department of Environmental Conservation <i>Environmental Site Database</i> was reviewed for spill incidents and environmental site remediation. No information was identified on the project location.</p>
<p><b>Endangered Species</b></p>	<p>Yes No</p>	<p>The U.S. Fish and Wildlife Service Environmental Conservation Online System and the New York State</p>

Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Department of Environmental Conservation website was reviewed for species or populations believed to or known to occur in New York. No habitat related to the species listed was identified at the project location and no significant vegetation is being removed, therefor having no effect on listed species. <i>See attached map 4.</i>
<b>Explosive and Flammable Hazards</b> 24 CFR Part 51 Subpart C	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	In accordance with the documentation provided on the HUD Exchange, the Proposed Action's scope of work does not include a residential component, nor a hazardous facility.
<b>Farmlands Protection</b> Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	In accordance with the documentation provided on the HUD Exchange; the Proposed Action scope of work does not include anything that converts the existing land use of the project location. Additionally, the project location in an urban center, no important farmland is on, adjacent to or within the vicinity of the project location. <i>See attached map 5.</i>
<b>Floodplain Management</b> Executive Order 11988, particularly section 2(a); 24 CFR Part 55	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Updated FEMA maps were consulted to identify flood prone areas in the City of Newburgh. According Panel 0332E, effective August 3, 2009, the project site is located in the unshaded Zone X, which is not a flood prone area. <i>See attached map 3.</i>
<b>Historic Preservation</b> National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Review of the New York State Office of Parks, Recreation & Historic Preservation online <i>Cultural Resource Information System</i> did not identify any listed or eligible facilities on, adjacent to, or within the vicinity of the project location. <i>See attached map 6.</i>
<b>Noise Abatement and Control</b> Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Noise in the vicinity of the project location is consistent with that of an urban environment. Minor increase in noise above ambient levels may occur during construction. Post-construction the noise levels are anticipated to be consistent with the urban environment.
<b>Sole Source Aquifers</b> Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Review of the Environmental Protection Agencies National Sole Source Aquifer GIS layer does not indicate any sole source aquifer on, adjacent to, or within the vicinity of the project location. <i>See attached map 7.</i>
<b>Wetlands Protection</b> Executive Order 11990, particularly sections 2 and 5	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	The New York State Department of Environmental Conservation <i>Environmental Resource Mapper</i> and the U.S. Fish and Wildlife National <i>Wetland Mapper</i> do not indicate the presence of wetlands on or adjacent to the project location. <i>See attached map 8.</i>
<b>Wild and Scenic Rivers</b> Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Review of the National and Scenic Rivers System website, the only river designated in New York is the upper Delaware River. The project site is not adjacent to or in the vicinity of the Delaware River.

<b>ENVIRONMENTAL JUSTICE</b>		
<b>Environmental Justice</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	The New York State Department of Environmental Conservation Office of Environmental Justice identifies a

Executive Order 12898	<input type="checkbox"/> <input checked="" type="checkbox"/>	good portion of the City as a potential Environmental Justice Area, including the area of the Proposed Action. <i>See attached map 9.</i>
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**Environmental Assessment Factors** [24 CFR 58.40; Ref. 40 CFR 1508.8 & 1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. All conditions, attenuation or mitigation measures have been clearly identified.

**Impact Codes:** Use an impact code from the following list to make the determination of impact for each factor.

- (1) Minor beneficial impact
- (2) No impact anticipated
- (3) Minor Adverse Impact – May require mitigation
- (4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

Environmental Assessment Factor	Impact Code	Impact Evaluation
<b>LAND DEVELOPMENT</b>		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	2	The Proposed Action is in general conformity to local Plans and Codes.
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	3	The engineered plans will identify stormwater BMP's in conformity to the most recent edition of the <i>New York State Stormwater Management Plan</i> and appropriate erosion and sediment control in accordance with the most recent edition of the <i>New York State Standards and Specifications for Erosion and Sediment Control</i> .
Hazards and Nuisances including Site Safety and Noise	3	Minor increase in noise above ambient levels may occur during construction. Post-construction the noise levels are anticipated to be consistent with a park atmosphere.
Energy Consumption	3	There will likely be an increase in energy consumption, fuel, during the construction period as equipment is utilized to grade the site and install the designed features.

Environmental Assessment Factor	Impact Code	Impact Evaluation
<b>SOCIOECONOMIC</b>		
Employment and Income Patterns	2	No impact is anticipated.
Demographic Character Changes, Displacement	2	No impact is anticipated.

Environmental Assessment Factor	Impact Code	Impact Evaluation
<b>COMMUNITY FACILITIES AND SERVICES</b>		
Educational and Cultural Facilities	2	No impact is anticipated.

Commercial Facilities	1	The draw of users outside the City proper may increase purchases at local commercial facilities.
Health Care and Social Services	2	No impact is anticipated.
Solid Waste Disposal / Recycling	2	No impact is anticipated.
Waste Water / Sanitary Sewers	2	No impact is anticipated. The Proposed Action does not anticipate a connection the existing wastewater and sanitary sewers.
Water Supply	2	No impact is anticipated. The Proposed Action does not anticipate and connection the existing water supply system.
Public Safety - Police, Fire and Emergency Medical	3	Contributing to the increased use of the park, the Proposed Action will likely increase the need for emergency services. No mitigation is proposed.
Parks, Open Space and Recreation	1	The Proposed Action anticipates the increased utilization of an existing underutilized portion of Delano-Hitch Recreation Park.
Transportation and Accessibility	2	No impact is anticipated. The Proposed Action does not include any improvements the existing transportation network.

Environmental Assessment Factor	Impact Code	Impact Evaluation
<b>NATURAL FEATURES</b>		
Unique Natural Features, Water Resources	2	No impact is anticipated.
Vegetation, Wildlife	2	No impact is anticipated.
Other Factors	2	No impact is anticipated.

**Additional Studies Performed:** The State Environmental Quality Review Act will be undertaken as part of the projects approval.

**Field Inspection (Date and completed by):** A site survey was conducted in May 2012.

**List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]:** The following sources were utilized to inform this Environmental Assessment:

- U.S. Fish and Wildlife Service
  - National Wetlands Mapper (<http://www.fws.gov/wetlands/data/inapper.HTML>)
  - Coastal Barrier Resource System Mapper (<http://www.fws.gov/cbra/Maps/Mapper.html>)
- New York State Department of Environmental Conservation
  - Environmental Resource Mapper (<http://www.dec.ny.gov/imsnaps/ERM/viewer.htm>)
  - New York Rare Plants Status Lists ([http://www.dec.ny.gov/docs/fish\\_marine\\_pdf/2010rareplantstatus.pdf](http://www.dec.ny.gov/docs/fish_marine_pdf/2010rareplantstatus.pdf))
  - Rare Animal Status List ([http://www.dec.ny.gov/docs/wildlife\\_pdf/rareanimal514.pdf](http://www.dec.ny.gov/docs/wildlife_pdf/rareanimal514.pdf))
  - Environmental Site Database (<http://www.dec.ny.gov/chemical/8437.html>)
- HUD Exchange
  - Airport Hazards (<https://www.hudexchange.info/environmental-review/airport-hazards/>)

- Coastal Barrier Resources (<https://www.hudexchange.info/environmental-review/coastal-barrier-resources/>)
- Flood Insurance (<https://www.hudexchange.info/environmental-review/flood-insurance/>)
- Clean Air (<https://www.hudexchange.info/environmental-review/air-quality/>)
- Coastal Zone Management (<https://www.hudexchange.info/environmental-review/coastal-zone-management/>)
- Contamination and Toxic Substances (<https://www.hudexchange.info/environmental-review/site-contamination/>)
- Endangered Species (<https://www.hudexchange.info/environmental-review/endangered-species/>)
- Explosives and Flammable Facilities (<https://www.hudexchange.info/environmental-review/explosive-and-flammable-facilities/>)
- Farmland Protection (<https://www.hudexchange.info/environmental-review/farmlands-protection/>)
- Floodplain Management (<https://www.hudexchange.info/environmental-review/floodplain-management/>)
- Historic Preservation (<https://www.hudexchange.info/environmental-review/historic-preservation/>)
- Noise Abatement and Control (<https://www.hudexchange.info/environmental-review/noise-abatement-and-control/>)
- Sole Source Aquifers (<https://www.hudexchange.info/environmental-review/sole-source-aquifers/>)
- Wetlands Protection (<https://www.hudexchange.info/environmental-review/wetlands-protection/>)
- Wild and Scenic Rivers (<https://www.hudexchange.info/environmental-review/wild-and-scenic-rivers/>)
- Environmental Justice (<https://www.hudexchange.info/environmental-review/environmental-justice/>)
- New York State Office of Parks, Recreation & Historic Preservation
  - Cultural Resource Information System (<https://cris.parks.ny.gov/>)
  - Christina Croll – GIS data request.
- Environmental Protection Agency
  - Superfund Sites in New York ([http://www.epa.gov/region02/cleanup/sites/nytoc\\_sitename.htm](http://www.epa.gov/region02/cleanup/sites/nytoc_sitename.htm))
- Orange County GIS Division – various GIS data
- United States Department of Agriculture, Natural Resources Conservation Service
  - Web Soil Survey (<http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>)
- National and Scenic Rivers System (<http://www.rivers.gov/new-york.php>)
- New York State GIS Clearinghouse
  - Web Mapping Service (<http://www.orthos.dhsec.ny.gov/ArcGIS/services/2013/MapServer/WMServer?>)
  - Datasets in Orange County (<https://gis.ny.gov/gisdata/inventories/results.cfm?SWIS=33>)
- Federal Emergency Management Agency
  - Flood Map Service Center (<https://msc.fema.gov/portal>)
  - Web Mapping Service (<http://hazards.fema.gov/gis/nfhl/services/public/NFHLWMS/MapServer/WMServer>).

**List of Permits Obtained:** Based upon the Proposed Action, local building permits are the only permits required and will be obtained by the contractor prior to commencing construction.

**Public Outreach [24 CFR 50.23 & 58.43]:** Extensive public outreach, over multiple events, was performed to inform the Proposed Action.

**Cumulative Impact Analysis [24 CFR 58.32]:** In accordance with CFR 58.32(d) the Proposed Action is anticipated to be constructed in two (2) phases and this environmental review is being conducted to include the entirety of the scope of work as a multi-year project aggregation.

**Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]:** No other alternatives were identified or reviewed as part of the environmental review.

**No Action Alternative [24 CFR 58.40(e)]:** A no action alternative would leave the project location in its current, partially underutilized state. The potential minor benefits identifies would be lost. Additionally the funding allocated for the Proposed Action would be available for other HUD and CDBG projects.

**Summary of Findings and Conclusions:**

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

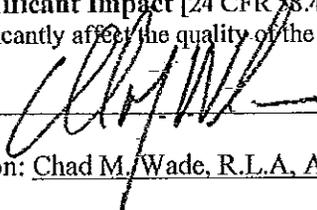
Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	N/A

**Determination:**

**Finding of No Significant Impact [24 CFR 58.40(g)(1); 40 CFR 1508.27]**  
 The project will not result in a significant impact on the quality of the human environment.

**Finding of Significant Impact [24 CFR 58.40(g)(2); 40 CFR 1508.27]**  
 The project may significantly affect the quality of the human environment.

Preparer Signature:  Date: September 11, 2015

Name/Title/Organization: Chad M. Wade, R.L.A, Assistant City Engineer, City of Newburgh

Certifying Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

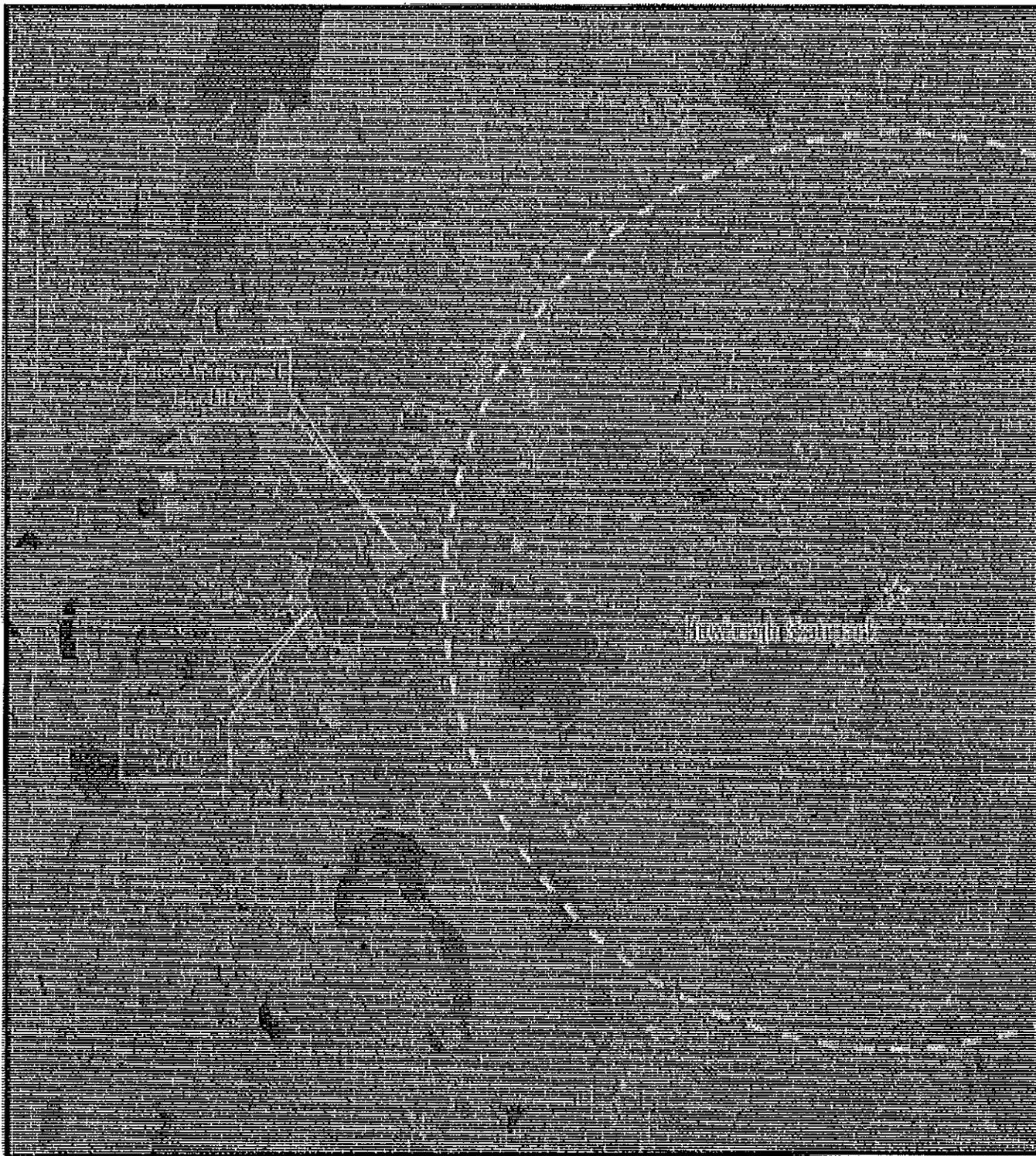
Name/Title: Michael G. Ciaravino, City Manager, City of Newburgh

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

# Airport Hazards

C.M.W. / Friday, September 11, 2015

Map No. 1



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0 0.150.3 0.6 0.9 1.2



1 inch = 1 mile



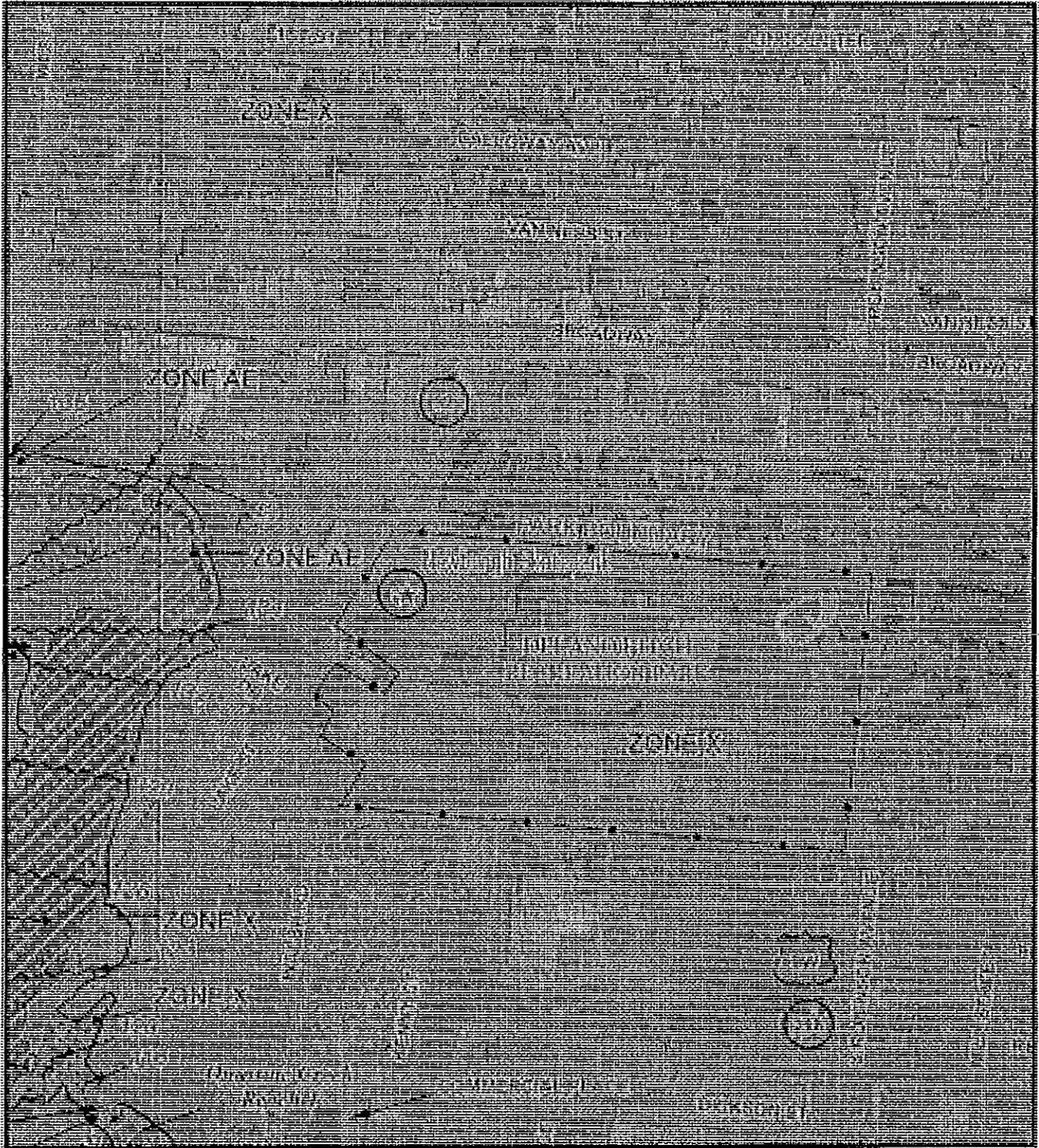
North



# Flood Insurance and Floodplain Management

C.M.W. / Friday, September 11, 2015

Map No. 2



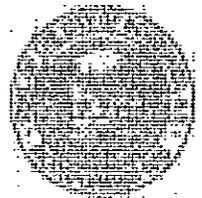
## FOR VISUAL REFERENCE ONLY

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0 75 150 300 450 600



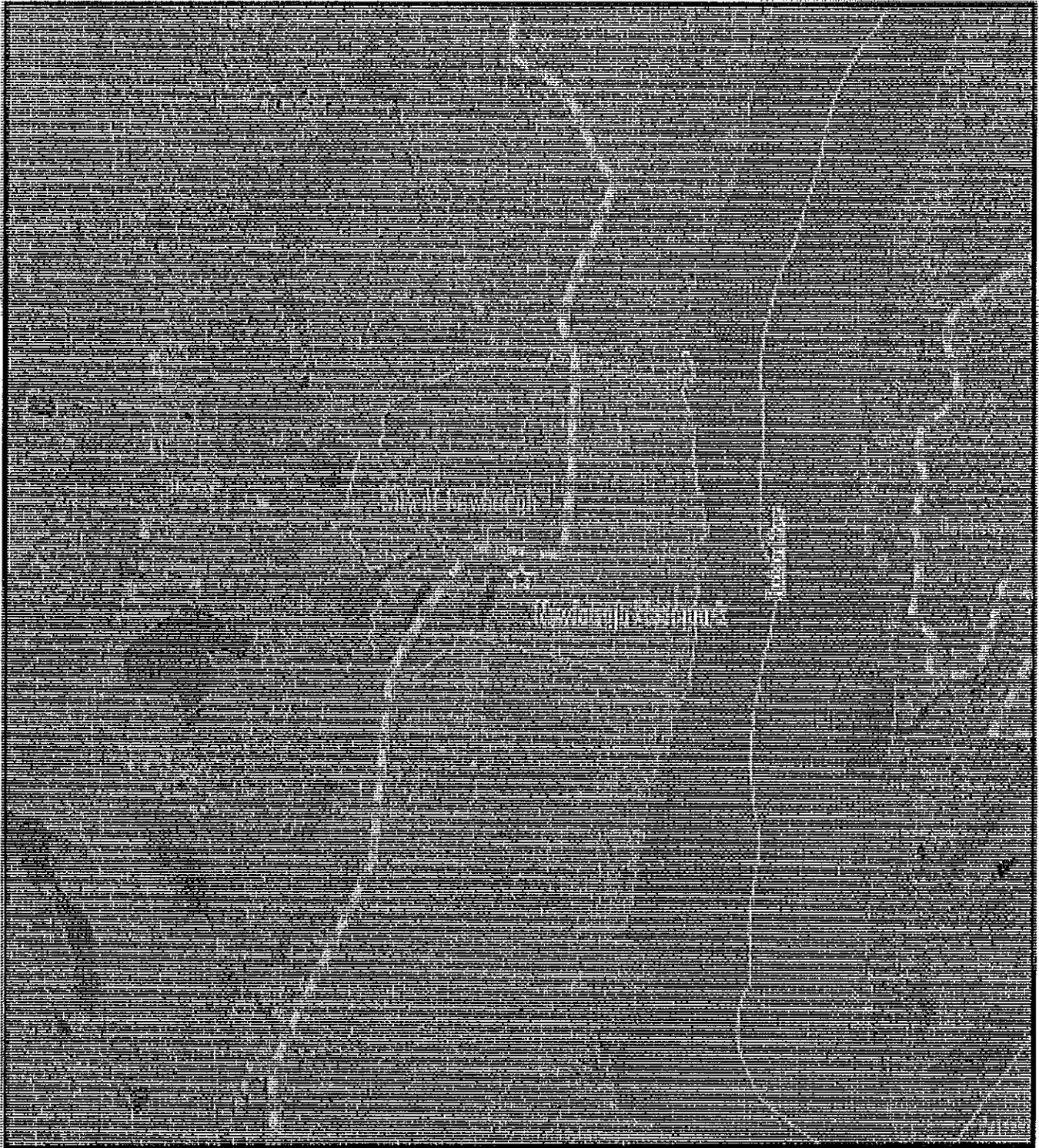
1 inch = 400 feet



# Coastal Zone Mangement

C.M.W. / Friday, September 11, 2015

Map No. 3



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0 0.150.3 0.6 0.9 1.2



1 inch = 1 mile



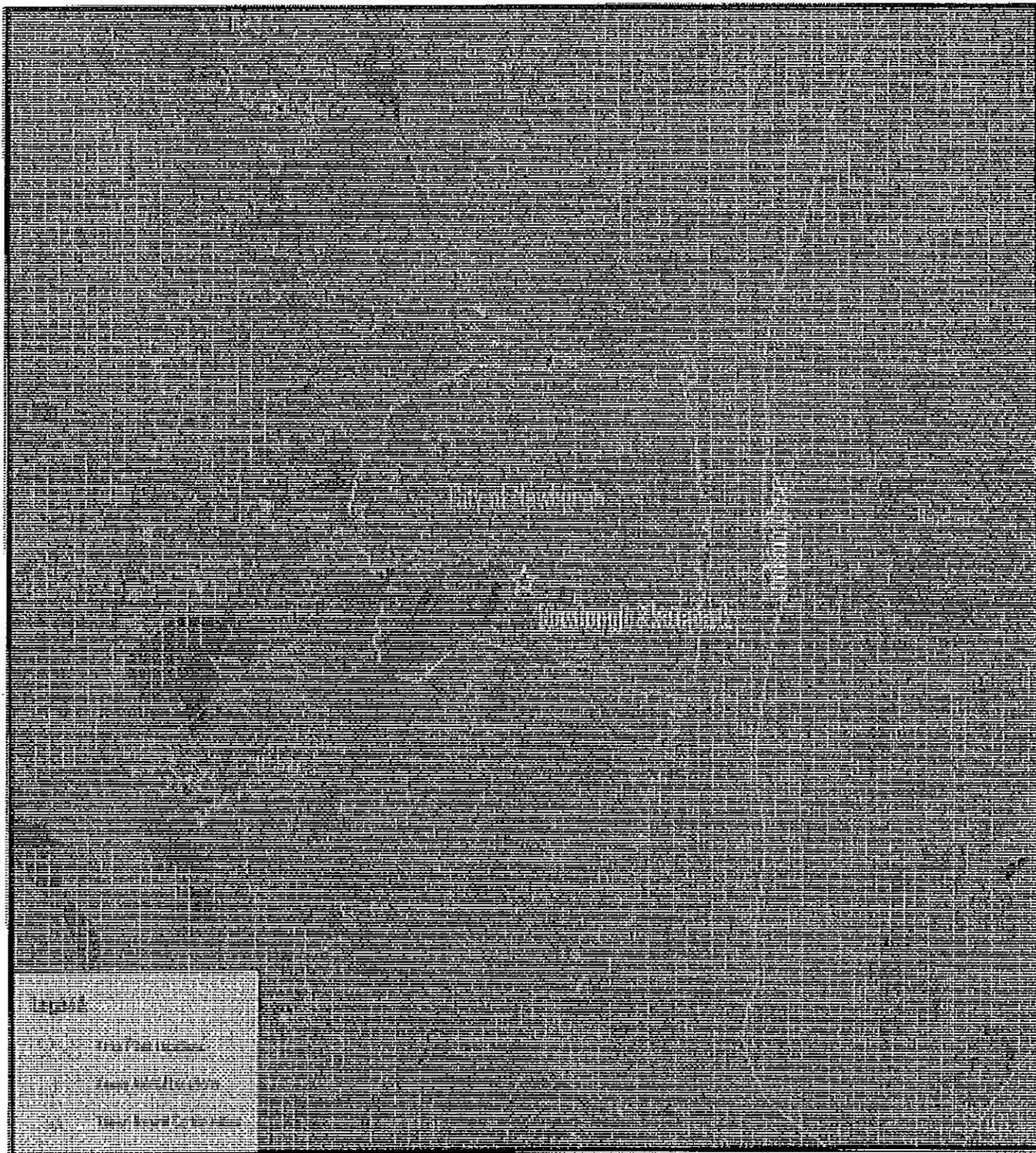
North



# Endangered Species

C.M.W. / Friday, September 11, 2015

Map No. 4



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0 0.15 0.3 0.6 0.9 1.2



1 inch = 1 mile



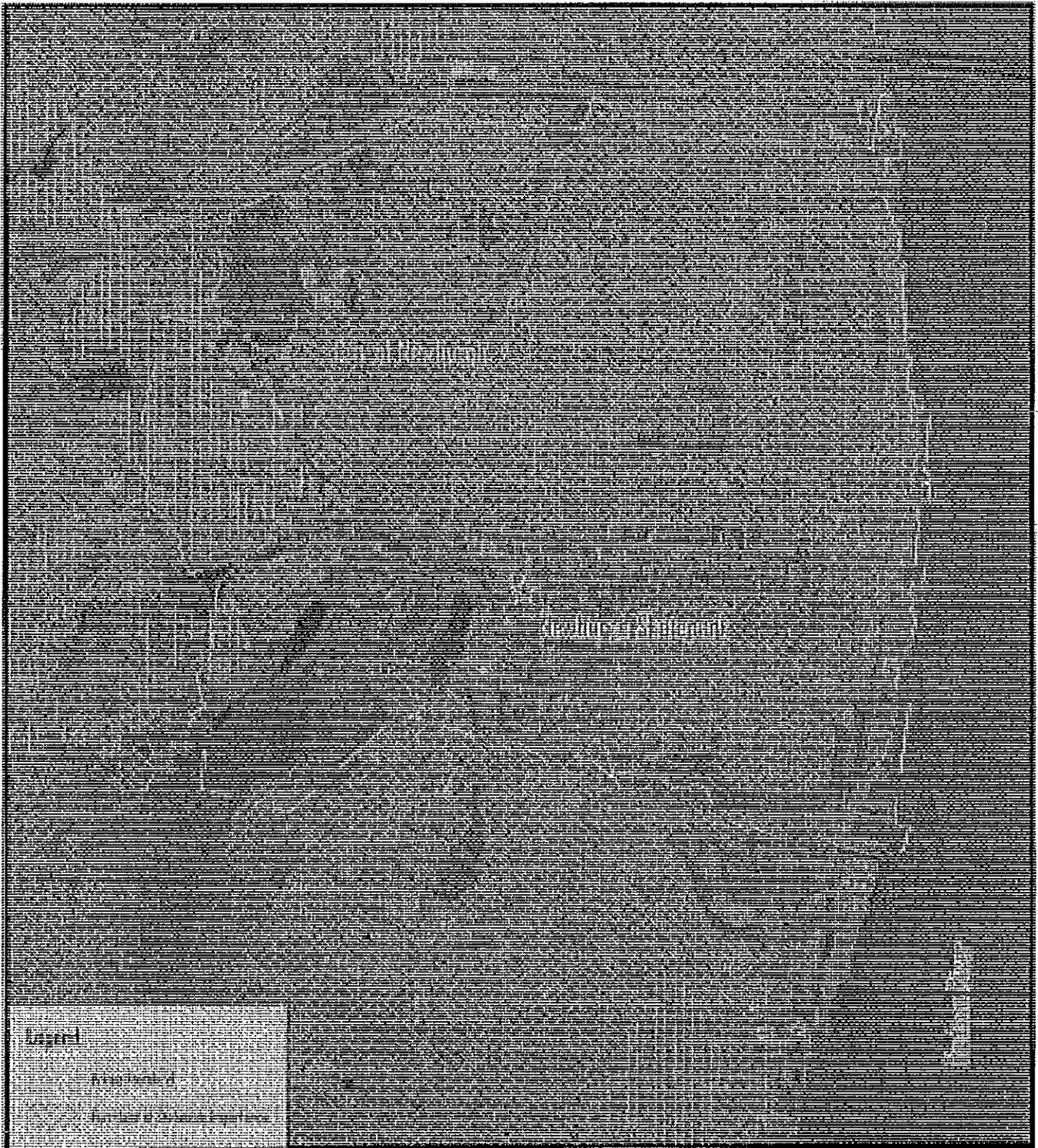
North



# Farmland Protection

C.M.W. / Friday, September 11, 2015

Map No. 5



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0.075 0.15 0.3 0.45 0.6



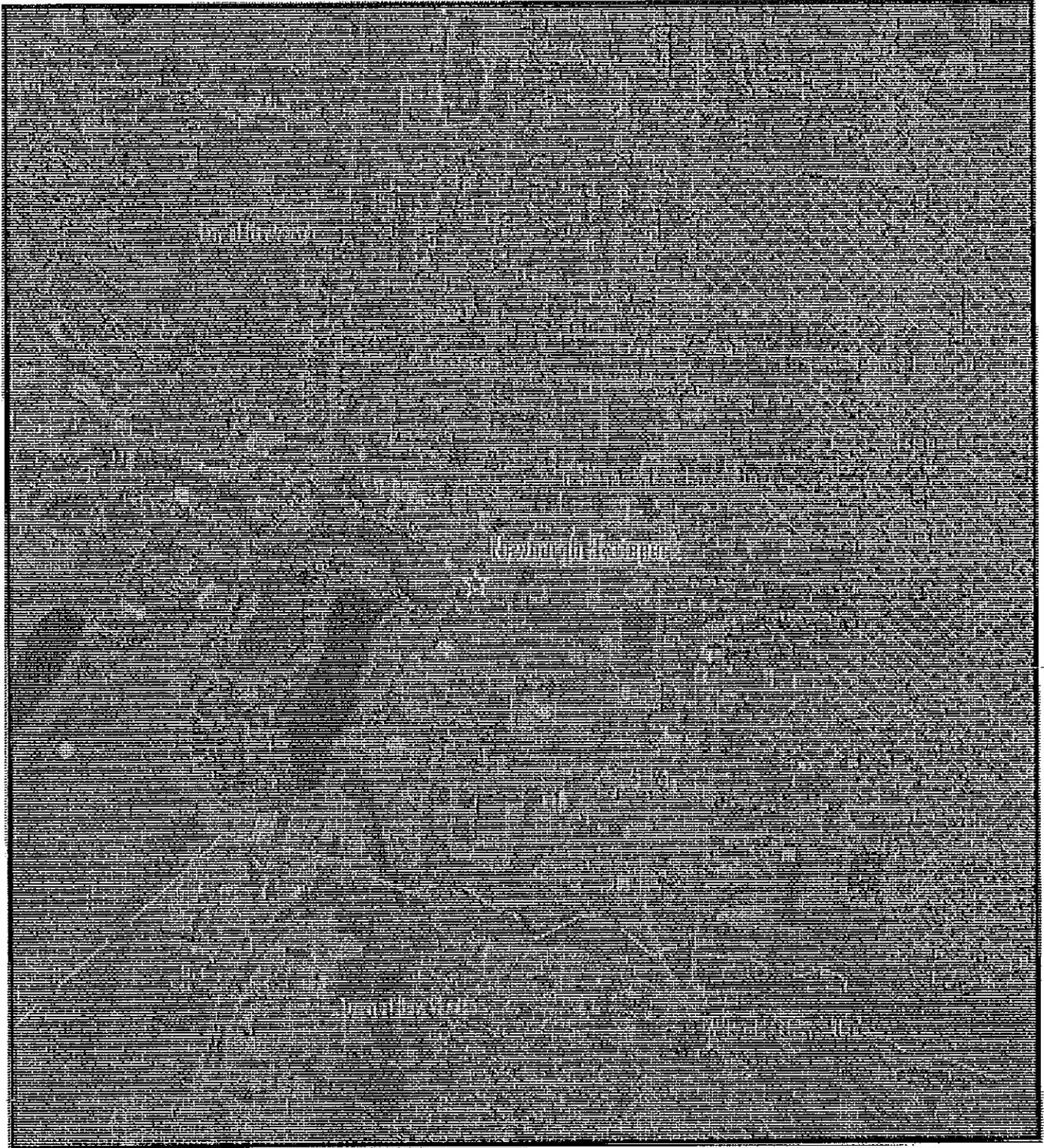
1 inch = 0 mile



# Historic Preservation

C.M.W. / Friday, September 11, 2015

Map No. 6



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0 190380 760 1,140 1,520



1 inch = 1,000 feet



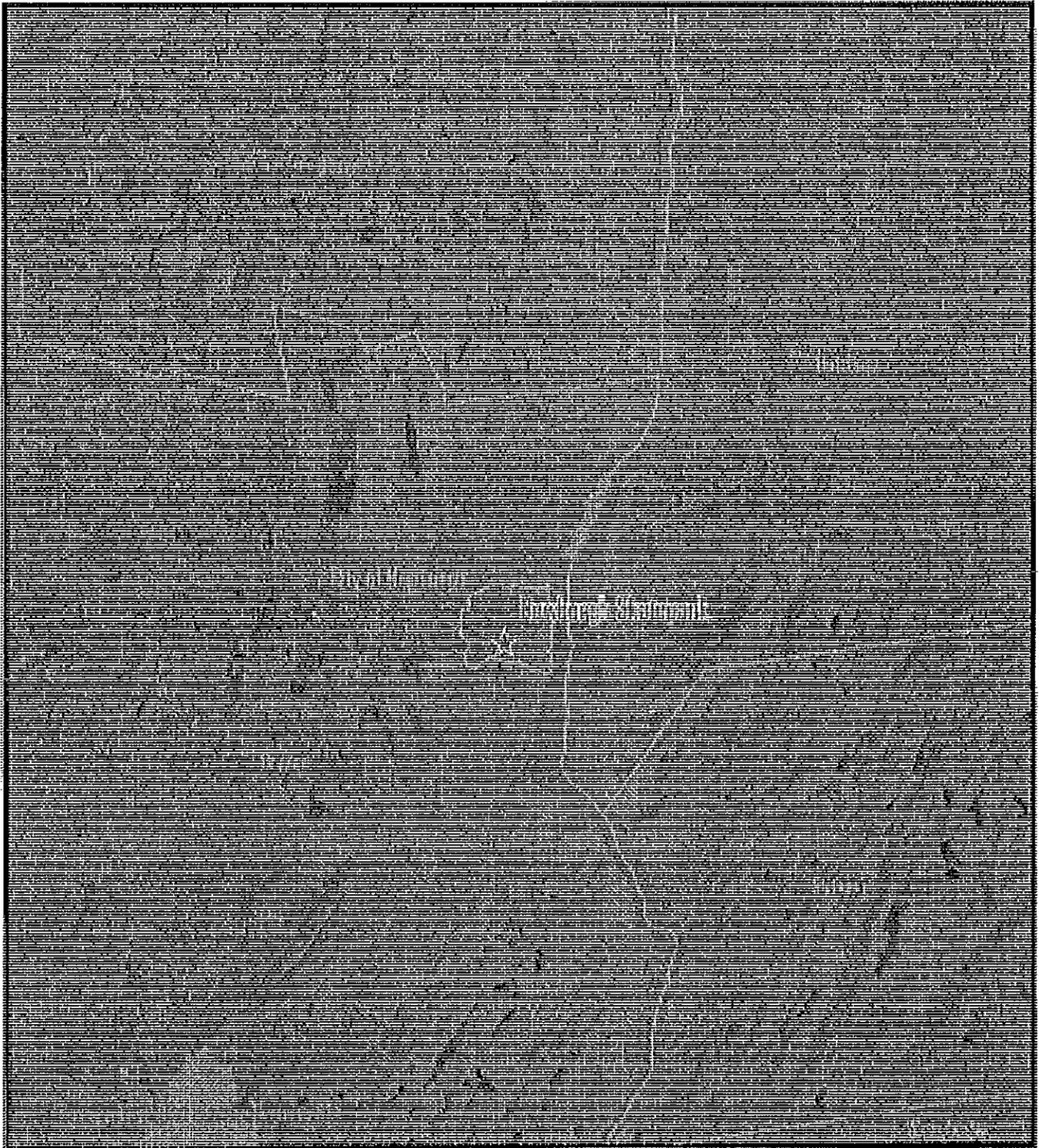
North



# Sole Source Aquifer

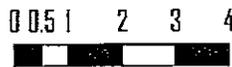
C.M.W. / Friday, September 11, 2015

Map No. 7



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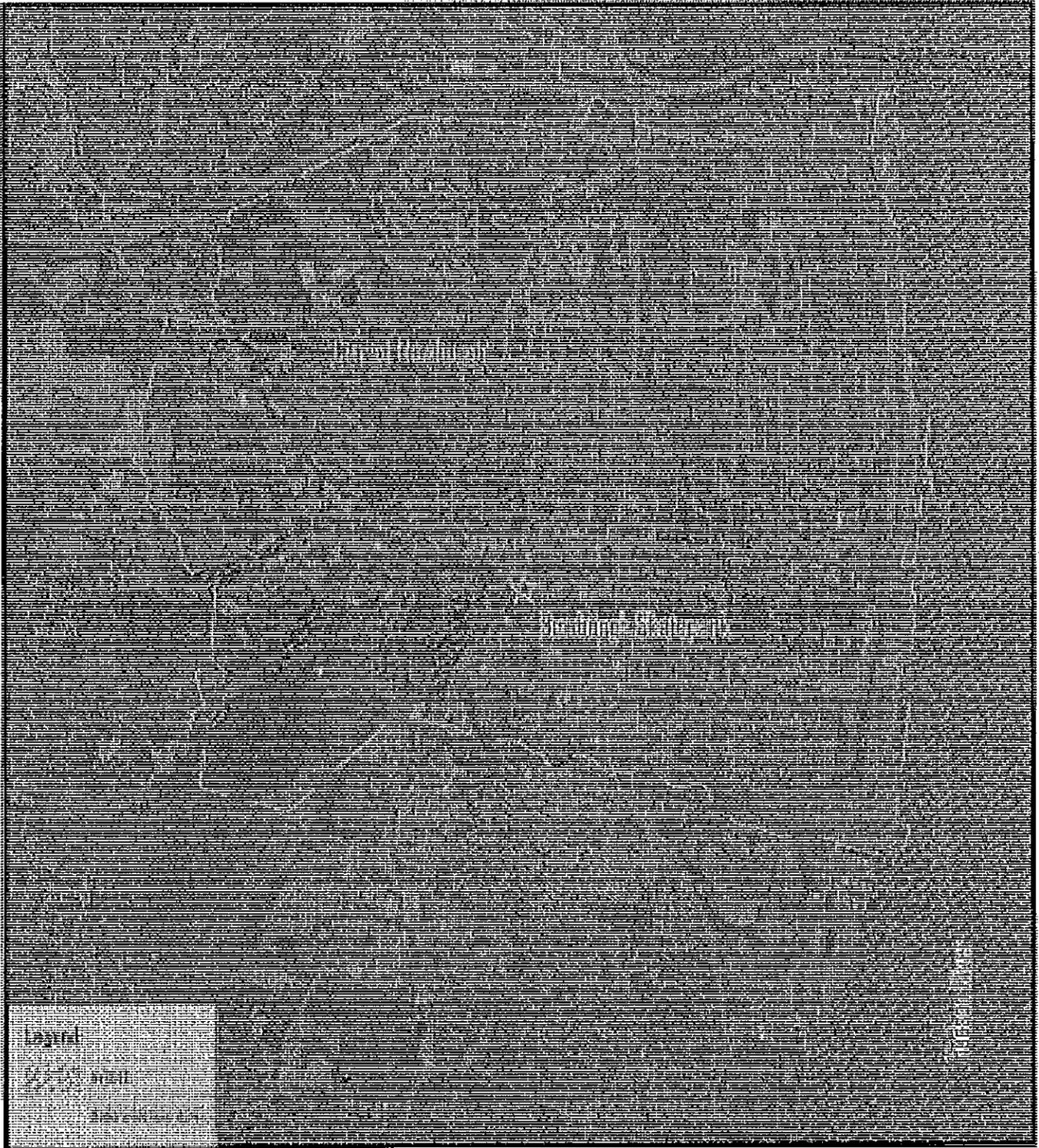
1 inch = 3 mile



# Wetlands Protection

C.M.W. / Friday, September 11, 2015

Map No. 8



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0 0.075 0.15 0.3 0.45 0.6



1 inch = 0 mile



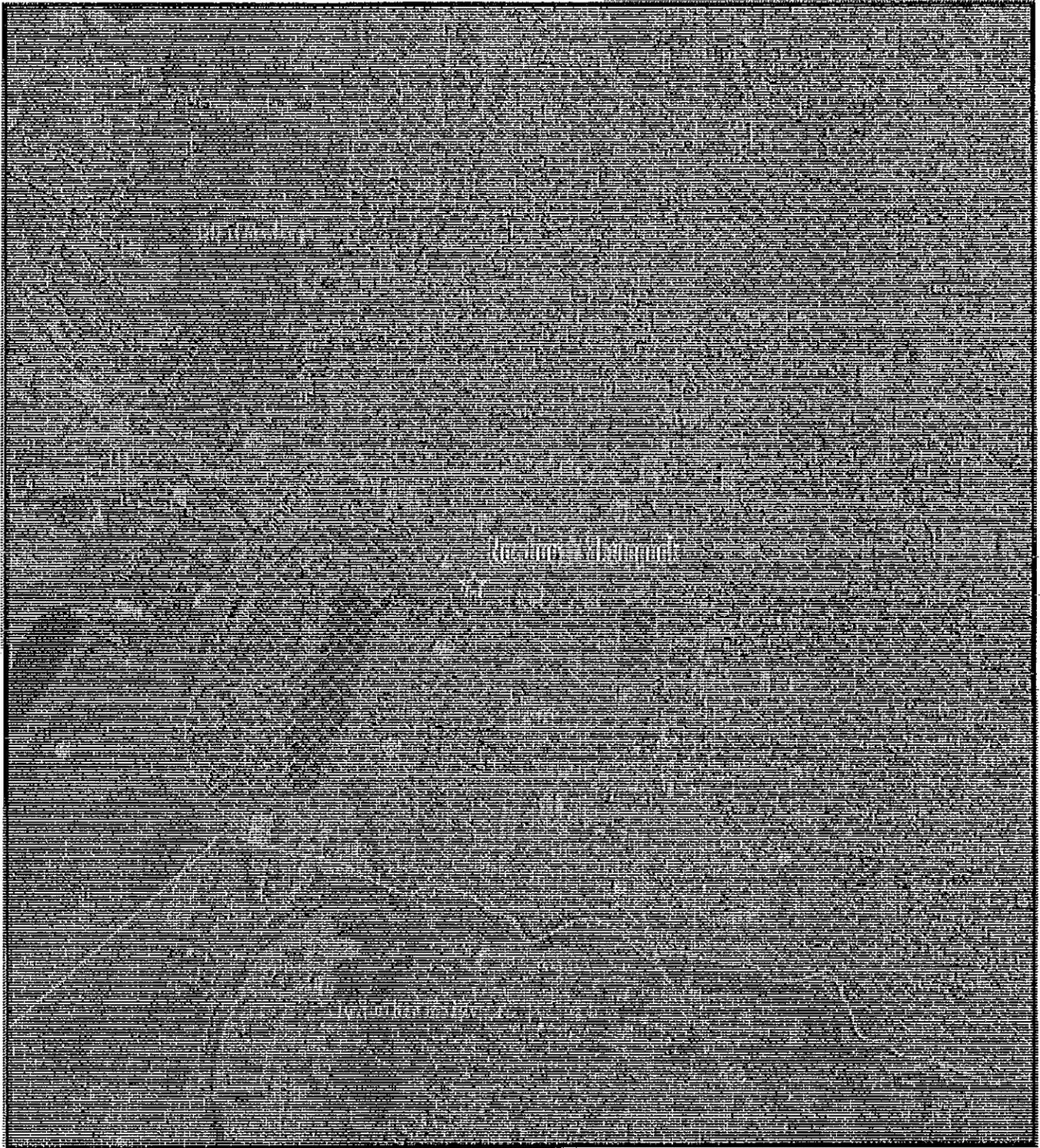
North



# Environmental Justice

C.M.W. / Friday, September 11, 2015

Map No. 9



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0 190380 760 1,140 1,520



1 inch = 1,000 feet



North



**RESOLUTION NO.: 236 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
AN AGREEMENT WITH PEC GROUP OF NEW YORK, INC.  
AND AMENDING RESOLUTION NO: 296 - 2014,  
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER \$12,500.00 FROM GENERAL FUND CONTINGENCY  
TO MUNICIPAL BUILDINGS TO PROVIDE FOR SECURITY SERVICES  
FOR 123 GRAND STREET**

**WHEREAS**, by Resolution No. 32-2014 of February 10, 2014, the City Council of the City of Newburgh, New York authorized the Interim City Manager to enter into an agreement with PEC Group of New York, Inc. to provide for security services in City Hall; and

**WHEREAS**, by Resolution No. 6-2015 of January 12, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a lease agreement with Representative Sean Patrick Maloney Committee for a portion of the second floor of 123 Grand Street; and

**WHEREAS**, the lease agreement obligates the City of Newburgh to provide security services for 123 Grand Street during the term of the lease; and

**WHEREAS**, such security services shall be provided Monday through Friday from 9:00 am to 5:00 pm through the City's agreement with PEC Group of Newburgh, New York at a cost of \$12,500.00 from October 1, 2015 through December 31, 2015; and

**WHEREAS**, this Council finds that providing the security services at 123 Grand Street through PEC Group of Newburgh, New York 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 addendum to the City's Agreement with PEC Group of New York, subject to terms and conditions as may be required by the Corporation Counsel, to provide for security services at 123 Grand Street; and

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$12,500.00	
A.1620.0448 Municipal Buildings		\$12,500.00
<b>TOTALS:</b>	<b>\$12,500.00</b>	<b>\$12,500.00</b>

**Councilwoman Mejia moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

**ORDINANCE NO.: 11 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**AN ORDINANCE AMENDING CHAPTER 183, ARTICLE I ENTITLED "LITTERING AND DUMPING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH INCREASING THE PENALTIES FOR VIOLATIONS**

**BE IT ORDAINED** by the City Council of the City of Newburgh, New York that Chapter 183, Article I, entitled " Littering and Dumping" of the Code of Ordinances is amended as follows:

**SECTION 1.** Article 1. Littering and Dumping

§183-2. Penalties for littering and dumping.

B. Any person found to be in violation of §183-1 or other section of Article I of this Chapter shall be guilty, upon conviction, of an offense punishable by a fine of not less than \$500 nor more than \$5,000 or by imprisonment for a period not exceeding 15 days, or both such fine and imprisonment. The imposition of one penalty for any violation of Chapter 183 of the Code of Ordinances of the City of Newburgh unless otherwise specified shall not excuse the offense or permit it to continue, and all such persons shall be required to correct or remedy such violation or defects. Each day that prohibited conditions or actions exist or continue shall constitute a separate offense hereunder.

**SECTION 2.** This ordinance shall take effect on September 15, 2015.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**

ORDINANCE NO.: 12 - 2015

OF

AUGUST 10, 2015

AN ORDINANCE AMENDING SECTION 163-1 "SCHEDULE OF CODE FEES" OF  
CHAPTER 163 "FEES" OF THE CODE OF THE CITY OF NEWBURGH

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

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

Code Section	Type of Fee	Amount
§ 266-19	Open Spaces	
	Parks, Open Space and Minor Subdivisions	\$.10 <u>5</u> cents per square
foot of		subdivided area
§ 266-22	Subdivision of lands fees	
	Lot line change and two-lot subdivision of parcel containing an existing residential structure	\$200.00
	Minor subdivision of four lots or fewer	\$200.00

Major subdivision of five lots or more lot \$200.00 plus \$50 per

Cost of professional services required in subdivision review process:

On all applications for subdivision approval deposited to the Planning Board, the applicant shall, subsection in addition to any fees established escrow pursuant to Chapter 266 and in addition to costs, any fees established by Chapter 158 of this Code, drawn pay the actual cost of the following services which of the may be reasonably required by the Planning Board particular in the processing of the application:

The sums of money pursuant to this shall be placed in an account to cover such which account shall be against in the course review of the application.

Initial deposit shall be

\$500

- [1] Engineering services shall be Subsequent deposits
- [2] Review during construction, inspection services remaining in the required as needed.
- [3] Planning services completion of Any amount account on

refunded.

review shall be

Inspection of public improvements

4 3% of the value of bonded improvements

Recreation fee in lieu of land at the

Planning Board's discretion

~~\$500 per lot for a subdivision of four lots or fewer (minor subdivision); provided, however, that if a lot contains an existing single-family dwelling unit, such lot (and only one) shall be excluded from the calculation; \$500 per lot including the first four lots for subdivisions greater than four (major subdivision). For residential site plans, including but not limited to newly created condominiums, multiple dwellings (three and greater) and two-family homes; \$1,000 for each residential unit.~~

Public hearing

\$150.00, plus \$50.00 for obtaining a public hearing notification list from the City Assessor

§ 300-283 Miscellaneous planning, zoning and Building Department fees

Applicants shall, at the discretion of the particular Board involved, reimburse the cost of professional services required in the review process based on the most current rate. Payment shall be made prior to each stage of submission.

Re-inspection, other than for a  
certificate of occupancy for the same site

Residential site:  
\$40.00 per additional  
inspection of the same  
site for the same  
purpose

Commercial site:  
\$75.00 per additional  
inspection of the same  
site for the same  
purpose

Inspections requested outside  
normal business hours

\$150.00, plus  
reimbursement of  
overtime costs

§ 300-10  
deposited

On all applications for site plan approval, special use  
permit, zoning amendment, variance or other appeal  
subsection  
to the Planning Board, or other reviewing board, the  
escrow

The sums of money  
pursuant to this  
shall be placed in an

applicant shall, in addition to any fees established costs, pursuant to Chapter 300 and in addition to any fees drawn established by Chapter 158 of this Code, pay the of review actual cost of the following services which may be application. reasonably required by the Planning Board, or other shall be reviewing board, in the processing of the application:

shall be

- [1] Engineering services
- [2] Review during construction, inspection services
- [3] Planning services

review,

refunded to

§ 300.4026 Architectural Review Commission

Application for certificate of appropriateness  
\$100.00

~~Application for advisory review of an application for a variance or special permit which does not involve issuance of a~~

account to cover such which account shall be against in the course of the particular

The initial deposit

\$500.

Subsequent deposits

required as needed.

On completion of

funds remaining in the

account will be

the applicant.

With public hearing:

Without public hearing or Consent  
Agenda: \$25.00



		estimated dwelling units): \$3 <u>200.00</u>
§ 300- <u>890</u>	<u>Recreation fee in lieu of land</u>	<u>As determined by the the Planning Board</u>
§ 300- <u>5514</u>	Swimming or bathing pool permit	\$50
§ 300- <u>10236</u>	Planning Board	
	Special use permit application	Residential: \$150.00 Commercial: \$250.00
	Transcript of proceedings	\$3.00 per page
	Assessor's public hearing notification list	\$50.00
<u>§ 300-116</u>	Zoning Board of Appeals	
	Application for variances and requests for interpretation	Residential: \$150.00 Commercial: \$250.00

Transcript of proceedings \$3.00 per page

Assessor's public hearing notification list \$50.00

~~Subdivision, site plan, architectural review and site preparation application professional service fees; commercial permit review.~~

~~(1) — Legislative intent. By enactment of this section, the City Council of the City of Newburgh recognizes the need of ensuring that the engineering, planning, technical, environmental, legal and clerical costs incurred by the City in processing and reviewing land use approvals be borne by the applicant/developer and not by the general public. To this end, it is the intent of this section to require the applicant/developer within the City of Newburgh to deposit with the City, in escrow, certain fees which are reasonably related to the complexity of the application and necessitate review by the City through its consultants as a condition precedent to the processing and review of any application. Additionally, this section shall also require the deposit of escrow fees with the City to cover the costs for review of an applicant/developer's environmental impact statement in accordance with Environmental Conservation Law § 8-0113 and 6 NYCRR 617.17.~~

~~(2) — Fees for certain actions before the Planning Board:~~

~~(a) — Upon application to the City of Newburgh Planning Board for any planning action or approval, the applicant shall deposit with the Secretary to the Planning Board an escrow to cover the costs being incurred by the City for all consultant services, including but not limited to engineering, planning and legal as well as clerical costs incurred in the processing and reviewing of such application.~~

~~(b) — The City of Newburgh Planning Board shall compute the initial escrow charge in accordance with the following schedule:~~

~~[1] — Residential subdivision: \$500.00~~

~~[2] — Commercial subdivision: \$1,000.00~~

~~[3] — Multifamily residential site plans and special permits: \$100.00 per dwelling unit.~~

~~[4] — Commercial or other nonresidential site plans and special permits: \$1,000.00 plus \$200.00 per 1,000 square feet of building floor area or part thereof.~~

~~[5] — State Environmental Quality Review Act (SEQRA):~~

~~[a] — Long environmental assessment form: \$1,000.00~~

~~[b] — Environmental impact statement: \$7,500.00~~

~~[c] — Inspection fee for subdivision: 4% of amount of performance bond.~~

~~(e) — Planning review fee deposits shall be made to the Secretary to the Planning Board and shall be placed in a separate non-interest bearing account by the City of Newburgh.~~

~~(d) — No review shall be under taken by the consultants nor shall the matter be scheduled before the Planning Board until the escrow account and all fees as set forth herein are paid.~~

~~(e) — If the escrow account falls below 40% of the initial deposit, the Planning Board may, if recommended by the consulting engineer, planner or attorney, require that the applicant pay additional funds into the escrow account of up to 75% of the initial deposit.~~

~~(f) — In the event that an applicant shall withdraw his application at any stage of the proceedings or when the application review and approval process has been completed, the balance of funds after payment of all outstanding charges in the applicant's account shall be either remitted to the applicant within 60 days of final action by the Planning Board or, if so directed by the applicant, shall remain on deposit as the applicant's initial payment during the post-approval inspection requirements.~~

~~(g) — The applicant shall be responsible for the payment of all the consultant services incurred by the Planning Board notwithstanding that the escrow account may be insufficient to pay for said fees or expenses.~~

~~(h) — In the event that the Planning Board in the course of reviewing an application determines that the proposed action requires a positive declaration under SEQRA, all costs incurred by the Board for the review of any environmental impact statements, whether of a professional or clerical nature, shall be borne by the applicant pursuant to 6 NYCRR 617.8(a). Such costs shall be covered by an escrow account established pursuant to this subsection within 15 days of said positive declaration, in an amount as set forth in this Subsection E(2)(b).~~

~~(3) — Pending applications. All applicants with matters pending before the Planning Board as of the effective date of this section shall be required to post an escrow in the manner and upon the terms and conditions set forth below:~~

~~(a) — The Planning Board, in consultation with the applicant, shall compute the amount of the escrow to be posted with the City. Such amount shall be reasonably related to the costs attendant to the City's review of the application as of the effective date of this section. Under no circumstances shall the escrow include amounts attributable to any costs incurred by the City prior to the effective date of this section.~~

~~(b) — Once computed and established by resolution of the Planning Board, the applicant shall, within 15 days of said resolution, post the escrow fees with the Secretary of the Planning Board. Failure to deliver said escrow fees may result in delay of the further processing of the application.~~

~~Rezoning fees~~

~~(1) — Application to amend Zoning Ordinance or Zoning Map:~~

~~(a) — For residential zoning amendments involving a single lot with single family residences as the primary structures: \$200.00~~

~~(b) — For all other residential and for commercial zoning amendments: \$300.00~~

~~(2) — Costs of professional services required for review of zoning amendment application: at cost of professional services invoiced to City of Newburgh.~~

~~(3) — The applicant shall also be required to pay upon presentation the actual costs of publication and mailing of any and all notices required by any provision of this Code and other provisions of law.~~

~~(4) — Public hearing: \$150.00 plus cost of publication and transcription.~~

~~Professional service fees for rezoning applications, inspections, improvement districts, dedications and agreements.~~

~~(1) Legislative intent. The City Council of the City of Newburgh hereby finds and determines that in order to protect and safeguard the City of Newburgh, its residents and their property, with respect to certain land developments in the City, applications for zoning amendments and rezonings should conform to the City's Comprehensive Plan as it may be amended from time to time and be the subject of such environmental reviews as are required by law; landscaping installations and erosion and sediment control measures should be designed and installed in a competent and workmanlike manner and in conformity with approved plans and all applicable government codes, rules and regulations; and special improvement district extensions and establishments, outside use agreements and dedications and conveyances to the City should be made in a legally sufficient manner. In order to assure the foregoing, it is essential for the City to have competent professionals retained by the City to review and make recommendations regarding proposed zoning amendments and rezonings, plans and designs to the City Council and Planning Board, inspect landscaping and erosion and sediment control measures, negotiate and draft appropriate agreements with those persons installing or constructing or proposing to install or construct highway, utility, drainage or park improvements to be dedicated or connected to City facilities, obtain, review and approve deeds, easements, securities, insurances and other legal instruments to assure that the City obtains good and proper title and is otherwise adequately protected. The costs of retaining such competent professionals should ultimately be paid by those who seek to profit from such developments rather than from the City general or improvement district funds which are raised by assessments paid by the taxpayers of the City.~~

~~(2) Authority. This subsection is enacted under the authority of Subparagraphs a(12) and d(30) of Municipal Home Rule Law §§ 10(1)(ii) and 22. To the extent that General City Law §§ 83, 27-a, 32 and 33 do not authorize the City Council or City Planning Board to require the reimbursement to the City of professional expenses in connection with the review, inspection and approval of landscaping, erosion and sediment control measures for subdivisions and site plans, review and approval of districts and dedications and amendments to the Zoning Law, it is the express intent of the City Council to amend and supersede such statutes. More particularly, such statutes do not authorize the deferral or withholding of such approvals in the event that such expenses are not paid to the City. It is express intent of the City Council to change and supersede General City Law §§ 83, 27-a, 32 and 33 to empower the City to require such payments as a condition to such approvals.~~

- ~~(3) — The applicant for approval of a zoning amendment or rezoning by the City Council shall reimburse the City for all reasonable and necessary professional expenses incurred by the City in connection with the review, preparation and consideration of such zoning amendment or rezoning and all environmental reviews in conjunction therewith.~~
- ~~(4) — A person who installs landscaping or erosion and sediment control measures or constructs or proposes to construct highway, drainage, utility or park improvements within or in conjunction with an approved subdivision or site plan in the City shall reimburse the City for all reasonable and necessary expenses incurred by the City in connection with the inspection of the landscaping or erosion and sediment control measures and the acceptance by the City of said highway, drainage, utility or park improvements and the dedication of same to the City.~~
- ~~(5) — Simultaneously with the filing of an application for a zoning amendment or rezoning, the applicant shall deposit with the City Comptroller an escrow to cover the costs being incurred by the City for all professional services incurred in the reviewing of such application.~~
- ~~(6) — Prior to final approval of a subdivision or site plan, the applicant shall deposit an escrow to cover the costs being incurred by the City as described above.~~
- ~~(7) — The initial deposits required to fund escrow accounts shall be established by the City Council by resolution, and the City Council may increase or decrease said amounts by resolution from time to time.~~
- ~~(8) — Upon receipt of such sums, the City Comptroller shall cause such sums to be deposited in a non-interest-bearing account in the name of the City and shall keep a separate record of all such monies so deposited.~~

- (9) ~~Upon receipt and approval of itemized vouchers from a professional for services rendered on behalf of the City pertaining to a project, the City Manager shall cause such vouchers to be paid out of the monies so deposited and shall furnish copies of such vouchers to the depositor upon request following their submission to the City.~~
- (10) ~~All vouchers submitted by professional consultants shall be reviewed and audited by City officials in the same manner as all other charges. The City shall approve payment of only such fees as are reasonable in amount and are necessarily incurred by the City in connection with the review. A fee shall be considered reasonable in amount if it bears a reasonable relationship to fees prevailing in the surrounding geographical area for similar services in similar projects. In determining similarity of services and projects, the City may consider the size of the project and installations, the topography, soil conditions, drainage conditions, surface water conditions, other site constraints, the nature of the improvements to be installed or constructed, the nature of the planning, landscaping, engineering or legal issues arising in the factual context of the application. In determining whether the fees were necessarily incurred, the City may consider, in addition to the factors listed above, the nature of the materials provided by the applicant, the manner in which the service relates to the issues which must be decided by the City in reviewing the application, whether the service provided reasonably assists the City Council in performing a function required by law or regulation and such other factors as may be relevant in the factual context of the application. Records shall be maintained showing all amounts deposited, and all amounts paid from the escrow account and all bills and vouchers submitted by the City professional consultants. The applicant shall in no case be billed for more than the City has actually expended for consultant review fees, and review fees attributable to environmental reviews under the State Environmental Quality Review Act (SEQR) shall in no event exceed the maximum amounts to be charged pursuant to the SEQR regulations.~~
- (11) ~~Within 30 days of receiving any voucher for professional consultant fees, whether it has yet been paid or not, an applicant may file a written request to the City Council seeking review of the charges therein to determine whether such fees are reasonable in amount and are necessarily incurred by the City in connection with the review, under the standards set forth in this section.~~

- ~~(12) — When the balance in such escrow account is reduced to 40% of the initial deposit, the applicant shall replenish the amount of the escrow account to the original amount or such reduced amount as the reviewing Council shall determine appropriate. If the applicant for a zoning amendment or rezoning fails to make the escrow deposit, or fails to promptly replenish the amount in the escrow account within 15 days of the City's request, professional reviews shall not begin or continue, as the case may be, until such time as the escrow account is funded or replenished. The reviewing Council may also consider an application abandoned if nonpayment of escrow fees continues for more than two months, and the reviewing Council may deny an application based upon such abandonment.~~
- ~~(13) — In the event that any approval is granted and professional review fees remain to be paid, the reviewing Council shall not take any further administrative action in furtherance of the approval until sufficient provision is made for the payment of these fees. For example, no rezoning amendment at the request of the applicant shall be forwarded for filing with the Secretary of State until the City Comptroller has certified in writing to the City Clerk that all professional review fees actually incurred to date have been fully paid and/or reimbursed, and that sufficient escrow amounts remain to cover any professional review costs which will be incurred thereafter until the conclusion of the matter.~~
- ~~(14) — Issuance of building permits and certificates of occupancy. No building permits or certificate of occupancy or use shall be issued unless all professional review fees charged in connection with the project have been paid and reimbursed.~~
- ~~(15) — Any balance remaining in the escrow account shall be refunded within a reasonable time upon the applicant's request, upon completion of the project, or upon withdrawal of an application, after all fees already incurred by the City are first paid and deducted from the escrow account.~~
- ~~(16) — In the event the applicant fails to reimburse to the City funds expended to consultants as provided herein, the City may seek recovery of billed and unpaid fees by bringing an action venued in a court of appropriate jurisdiction, and the applicant shall pay the City's reasonable attorney fees in prosecuting such action in addition to any judgment.~~

Section 2. This Ordinance shall take effect immediately.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the Ordinance be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7  
ADOPTED**

**LOCAL LAW NO.: 3 - 2015**

**OF**

**SEPTEMBER 14, 2015**

**A LOCAL LAW RESCINDING THE LANGUAGE CONTAINED IN  
CHAPTER 34, ARTICLE I OF THE CODE OF THE CITY OF NEWBURGH  
ENTITLED "CODE OF ETHICS" AND AMENDING CHAPTER 34 TO ENACT A NEW  
ARTICLE I ENTITLED "CODE OF ETHICS"**

**BE IT ENACTED**, by the Council of the City of Newburgh, New York that the language contained in Chapter 34, Article I entitled "General Provisions" of the Code of Ordinances of the City of Newburgh be and is hereby repealed and that the same is hereby amended to read as follows:

**SECTION 1 - TITLE**

This Local Law shall be referred to as "A Local Law Rescinding the Language Contained in Chapter 34, Article I of the Code of the City of Newburgh Entitled 'Code of Ethics' and Enacting a New Chapter 34, Article I Entitled 'Code of Ethics'".

**SECTION 2 - PURPOSE AND INTENT**

WHEREAS, article 18 of the General Municipal Law prohibits the officers and employees of a municipality from having certain conflicts of interest; and

WHEREAS section 806 of the General Municipal Law requires the governing body of each county, city (other than the City of New York), town, village, school district and fire district to adopt a code of ethics that sets forth for the guidance of its officers and employees standards of conduct reasonably expected of them; and

WHEREAS section 806 of the General Municipal Law also authorizes the governing body of any other municipality to adopt such a code of ethics; and

WHEREAS, a code of ethics adopted by the governing body of a municipality must set forth standards of conduct for the guidance of the officers and employees of the municipality with respect to disclosure of interests in legislation before the local governing body, holding of investments in conflict with official duties, private employment in conflict with official duties, future employment, and such other standards as may be deemed advisable;

NOW, THEREFORE, be it resolved that the City Council of the City of Newburgh New York hereby adopts a code of ethics to read as follows:

**SECTION 3 - AMENDMENT**

The Code of Ordinances of the City of Newburgh is hereby amended to replace Chapter 34 entitled "Code of Ethics", Article I entitled "General Provisions" to read as follows:

## ARTICLE I. CODE OF ETHICS OF THE CITY OF NEWBURGH.

### § 34-1 Purpose.

Officers and employees of the City of Newburgh hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official powers and duties. The City of Newburgh recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This code of ethics establishes those standards.

### § 34-2 Definitions.

For purposes of this Chapter, the following words and phrases shall have the meaning described in this section:

**BOARD** – means the governing board of a municipality and any municipal administrative board (e.g. planning board, zoning of board of appeals), commission, or other agency or body comprised of two or more municipal officers or employees.

**CODE** – means this code of ethics.

**INTEREST** – means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers. A municipal officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or a member of his or her household, is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization's outstanding stock.

**MUNICIPALITY** – means City of Newburgh. The word "municipal" refers to the municipality.

**MUNICIPAL OFFICER or EMPLOYEE** – means a paid or unpaid officer or employee of the City of Newburgh, including, but not limited to, the members of any municipal board.

**RELATIVE** – means a spouse, parent, step-parent, sibling, step-sibling, sibling's spouse, child, step-child, uncle, aunt, nephew, niece, first cousin, or household member of a municipal officer or employee, and individuals having any of these relationships to the spouse of the officer or employee.

### § 34-3 Applicability.

This code of ethics applies to the officers and employees of the City of Newburgh, and shall supersede any prior municipal code of ethics. The provisions of this code of ethics shall apply in addition to all applicable State and local laws relating to conflicts of interest and ethics including, but not limited to, Article 18 of the General Municipal Law and all rules, regulations, policies and procedures of the City of Newburgh.

**§ 34-4 Prohibition on use of municipal position for personal or private gain.**

- A. No municipal officer or employee shall use his or her municipal position or official powers and duties to secure a financial or material benefit for himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.
- B. No municipal officer or employee shall direct or cause any officer or employee of the City to do or perform any service or work outside of public work or employment, or accept any such service or work, nor shall any such officer or employee offer to perform any such service or work for such officer or employee, including participation in an election campaign or contribution to a political committee.
- C. No municipal officer or employee shall request of members of City Council, City staff or department heads that any individual receive preferential consideration in connection with provision of services or any appointment or, by his or her conduct, give reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by kinship, rank, position or influence of any party or person.

**§ 34-4.1 Disclosure of interest in legislation and other matters.**

- A. Whenever a matter requiring the exercise of discretion comes before a municipal officer or employee, either individually or as a member of a board, and disposition of the matter could result in a direct or indirect financial or material benefit to himself or herself, a relative, or any private organization in which he or she is deemed to have an interest, the municipal officer or employee shall disclose in writing the nature of the interest.
- B. The disclosure shall be made when the matter requiring disclosure first comes before the municipal officer or employee, or when the municipal officer or employee first acquires knowledge of the interest requiring disclosure, whichever is earlier.
- C. In the case of a person serving in an elective office, the disclosure shall be filed with the governing board of the municipality. In all other cases, the disclosure shall be filed with the person's supervisor, or if the person does not have a supervisor, the disclosure shall be filed with the municipal officer, employee or board having the power to appoint to the person's position. In addition, in the case of a person serving on a municipal board, a copy of the disclosure shall be filed with the board. Any disclosure made to a board shall be made publicly at a meeting of the board and must be included in the minutes of the meeting.

**§ 34-4.2 Recusal and abstention.**

- A. No municipal officer or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting on it, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.
- B. In the event that this section prohibits a municipal officer or employee from exercising or performing a power or duty:
  - 1. if the power or duty is vested in a municipal officer as a member of a board, then the power or duty shall be exercised or performed by the other members of the board; or
  - 2. if the power or duty that is vested in a municipal officer individually, then the power or duty shall be exercised or performed by his or her deputy or, if the officer does not have a deputy, the power or duty shall be performed by another person to whom the officer may lawfully delegate the function.
  - 3. if the power or duty is vested in a municipal employee, he or she must refer the matter to his or her immediate supervisor, and the immediate supervisor shall designate another person to exercise or perform the power or duty.

**§ 34-4.3 Prohibition inapplicable; disclosure, recusal and abstention not required.**

- A. This code's prohibition on use of a municipal position (section 34-4), disclosure requirements (section 34-4.1), and requirements relating to recusal and abstention (section 34-4.2), shall not apply with respect to the following matters:
  - 1. adoption of the municipality's annual budget;
  - 2. any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:
    - (i) all municipal officers or employees;
    - (ii) all residents or taxpayers of the municipality or an area of the municipality; or
    - (iii) the general public; or
  - 3. any matter that does not require the exercise of discretion.
- B. Recusal and abstention shall not be required with respect to any matter:
  - 1. which comes before a board when a majority of the board's total membership would otherwise be prohibited from acting by section 34-4.2 of this code;
  - 2. which comes before a municipal officer when the officer would be prohibited from acting by section 34-4.2 of this code and the matter cannot be lawfully delegated to another person.

**§ 34-4.4 Investments in conflict with official duties.**

- A. No municipal officer or employee may acquire the following investments:

1. investments that can be reasonably expected to require more than sporadic recusal and abstention under section 34-4.2 of this code; or
  2. investments that would otherwise impair the person's independence of judgment in the exercise or performance of his or her official powers and duties.
- B. This section does not prohibit a municipal officer or employee from acquiring any other investments or the following assets:
1. real property located within the municipality and used as his or her personal residence;
  2. less than five percent of the stock of a publicly traded corporation; or
  3. bonds or notes issued by the municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

**§ 34-4.5 Private employment in conflict with official duties.**

No municipal officer or employee, during his or her tenure as a municipal officer or employee, may engage in any private employment, including the rendition of any business, commercial, professional or other types of services, when the employment:

- a. can be reasonably expected to require more than sporadic recusal and abstention pursuant to section 34-4.2 of this code;
- b. can be reasonably expected to require disclosure or use of confidential information gained by reason of serving as a municipal officer or employee;
- c. violates section 805-a(1)(c) or (d) of the General Municipal Law; or
- d. requires representation of a person or organization other than the municipality in connection with litigation, negotiations or any other matter to which the municipality is a party.

**§ 34-4.6 Future employment.**

- A. No municipal officer or employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the municipal officer or employee, either individually or as a member of a board, while the matter is pending or within the 30 days following final disposition of the matter.
- B. No municipal officer or employee, for the two-year period after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the municipal office, board, department or comparable organizational unit for which he or she serves.
- C. No municipal officer or employee, at any time after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which he or she personally and substantially participated while serving as a municipal officer or employee.

**§ 34-4.7 Personal representations and claims permitted.**

This code shall not be construed as prohibiting a municipal officer or employee from:

- a. representing himself or herself, or his or her spouse or minor children before the municipality; or
- b. asserting a claim against the municipality on his or her own behalf, or on behalf of his or her spouse or minor children.

**§ 34-4.8 Use of municipal resources.**

- A. Municipal resources shall be used for lawful municipal purposes. Municipal resources include, but are not limited to, municipal personnel, and the municipality's money, vehicles, equipment, materials, supplies or other property.
- B. No municipal officer or employee may use or permit the use of municipal resources for personal or private purposes, but this provision shall not be construed as prohibiting:
  1. any use of municipal resources authorized by law or municipal policy;
  2. the use of municipal resources for personal or private purposes when provided to a municipal officer or employee as part of his or her compensation; or
  3. the occasional and incidental use during the business day of municipal telephones and computers for necessary personal matters such as family care and changes in work schedule.
- C. No municipal officer or employee shall cause the municipality to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel.

**§ 34-4.9 Interests in Contracts.**

- A. No municipal officer or employee may have an interest in a contract that is prohibited by section 801 of the General Municipal Law.
- B. Every municipal officer and employee shall disclose interests in contracts with the municipality at the time and in the manner required by section 803 of the General Municipal Law.

**§ 34-4.10 Nepotism.**

Except as otherwise required by law:

- a. No municipal officer or employee, either individually or as a member of a board, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a relative for any position at, for or within the municipality or a municipal board.
- b. No municipal officer or employee may supervise a relative in the performance of the relative's official powers or duties.

**§ 34-4.11 Political Solicitations.**

- A. No municipal officer or employee shall directly or indirectly compel or induce a subordinate municipal officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.
- B. No municipal officer or employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any municipal officer or employee, or an applicant for a position as a municipal officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

**§ 34-4.12 Confidential Information.**

No municipal officer or employee who acquires confidential information in the course of exercising or performing his or her official powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers and duties.

**§ 34-4.13 Gifts.**

- A. No municipal officer or employee shall directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could be reasonably inferred that the gift was intended to influence him or her, or could reasonably be expected to influence him or her, in the performance of his or her official duties or was intended as a reward for any official action on his or her part.
- B.
  - 1. A gift to a municipal officer or employee is presumed to be intended to influence the exercise or performance of his or her official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.
  - 2. A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained municipal action involving the exercise of discretion by or with the participation of the officer or employee during the preceding twelve months.
- C. This section does not prohibit any other gift, including:
  - 1. gifts made to the municipality;
  - 2. gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift;
  - 3. gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary;

4. unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;
5. awards and plaques having a value of seventy-five dollars or less which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community; or
6. meals and refreshments provided when a municipal officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

**§ 34-5 Board of Ethics.**

- A. There is hereby established a board of ethics for the municipality. The board of ethics shall consist of five members, a majority of whom shall not be officers or employees of the municipality, but at least one of whom must be a municipal officer or employee. The members of such board of ethics shall be appointed by the City Council of the City of Newburgh.
- B. The board of ethics, as constituted at the time of the enactment of this chapter, shall continue in existence. The term of office of each member shall be five years, and the term shall continue until a successor shall be appointed. If a vacancy shall occur other than by expiration of the term, it shall be filled in the same manner as the predecessor appointment to complete the unexpired term.
- C. A chairperson of the board of ethics shall be selected by a majority vote of the members of the board of ethics.
- D. The board of ethics shall serve at the pleasure of the City Council. The body shall receive no salary or compensation for their services as members of the board of ethics.
- E. No member shall hold the office of Chair, First Vice Chair, Second Vice Chair, Secretary or Treasurer, or Sergeant at Arms in a federal, state or Orange County political party. No more than four members shall be of the same enrolled political party affiliation at the time of their appointment.
- F. Powers and duties of the board of ethics. The board of ethics shall have the following powers and duties:
  1. The board of ethics shall render advisory opinions to the officers and employees of the City of Newburgh with respect to article 18 of the General Municipal Law and this code. Such advisory opinions must be rendered pursuant to the written request of any member of the general public, any officer or employee of the City of Newburgh or any member of the board of ethics in accordance with the following procedures:
    - a. the complaint must be submitted on a form as prescribed by the board of ethics which shall be available at the Office of the City Clerk and on the City of Newburgh website. The board of ethics shall not consider any complaint form which is incomplete;
    - b. the complaint must be signed by the complainant and include a current, valid address of the complainant;

- c. the complaint shall be mailed to the board of ethics or to Newburgh City Hall, or submitted to the Office of the City Clerk, for filing with the board of ethics;
- d. written receipt of complaints shall be acknowledged within sixty days of receipt of the complaint;
- e. all complaints shall be kept in the confidential records of the board of ethics;
- f. no meeting or proceeding or hearing of the board of ethics concerning a possible violation of this chapter shall be open to the public, except upon the written request of the officer of the city or employee, or as required by the provisions of article 7 of the Public Officers Law or by some other state or federal law or regulation;
- g. the board of ethics shall render an advisory opinion on all complaints;
- h. should the board of ethics determine there appears to be merit or probable cause in the complaint, it shall send a written invitation to the officer or employee in question to appear at a private meeting of the board to explain the issue in dispute. The invitation shall contain a statement of the facts upon which the board of ethics has relied for its determination of probable cause and a statement of the provisions of law allegedly violated. Such city officer or employee shall have a reasonable time to respond either orally or in writing and shall have the right to be represented by counsel or any other person;
- i. if, after consideration of the response of the officer or employee, the board of ethics determines that there remains probable cause to believe that a violation has occurred, the board of ethics shall hold or direct a hearing to be held on the record to determine whether such violation has occurred or refer the matter to the appropriate department or appointing authority if the city officer or employee is subject to the jurisdiction of any state law or collective bargaining agreement which provides for conduct of disciplinary proceedings. When such matter is referred to such department or appointing authority, the department or appointing authority shall consult with the board before issuing a final decision;
- j. if the board of ethics determines, after a hearing or the opportunity for a hearing, that a city officer or employee has violated this local law, it shall, after consultation with the head of the department or appointing authority for the officer or employee, issue an advisory opinion recommending such penalties as provided for by this local law as it deems appropriate to the head of the department or appointing authority. The advisory opinion shall include findings of fact and conclusions of law. When a penalty is recommended, the head of the department or the appointing authority shall report to the board of ethics what action was taken;
- k. the findings, conclusions, advisory opinions and recommendations of the board of ethics shall be made public if it is determined that the person who was the subject of the hearing knowingly violated this local law or that it is unreasonable that such person did not know of such violation;
- l. the board of ethics shall maintain an index of all persons found to be in violation of this local law by name, office and date of order. The index and the

determination of probable cause and orders in such cases shall be made available for public inspection and copying;

- m. nothing contained in this section shall prohibit the appointing authority of a city officer or employee from terminating or otherwise disciplining such city officer or employee, where such appointing authority is otherwise authorized to do so; provided, however, that such an action by the appointing officer shall not preclude the board from exercising its powers and duties under this local law with respect to actions of any city officer or employee.
2. The board of ethics shall have the advice of legal counsel employed by the board, or if none, the municipality's legal counsel.
  3. The board of ethics may make recommendations with respect to the drafting and adoption of a code of ethics, or amendments thereto, upon the request of the City of Newburgh.
  4. The board of ethics may accept from the general public or any of its own members or any City officer or employee a complaint or allegation of a violation of this Chapter by a City officer or employee.
  5. The board of ethics shall have the power to issue subpoenas and require the appearances of witnesses to testify under oath and to require the production of books and records and other physical evidence; and following which and as part thereof, make recommendations to the City Council, City Manager, Corporation Counsel and/or other appropriate public officer or agency as to such further action, discipline or other measures as the Board deems fitting and proper.
  6. The board of ethics shall receive and serve as the reviewing agency of all annual letters of disclosure filed by such City officers, officials and employees as are required to do so by this chapter. Following the review of such and any further action or investigation arising therefrom, the board of ethics shall then convey all such original annual letters of disclosure to the City Clerk whose office shall be the official repository thereof.
  7. The board of ethics shall receive and approve for good cause shown or reasonably deny any application for an extension of time to file the annual letter of disclosure required by this chapter. Such approval or denial shall be based upon a full and fair consideration of the application and the relevant facts and circumstances. The board of ethics shall provide such applicant with the written decision of the board of ethics and the basis thereof.

#### **§ 34-6 Posting and distribution.**

- A. The City of Newburgh City Manager must promptly cause a copy of this code, and a copy of any amendment to this code, to be posted publicly and conspicuously in each building under the municipality's control. The code must be posted within ten days following the date on which the code takes effect. An amendment to the code must be posted within ten days following the date on which the amendment takes effect.

- B. The City Manager must promptly cause a copy of this code, including any amendments to the code, to be distributed to every person who is or becomes an officer and employee of the City of Newburgh.
- C. Every municipal officer or employee who receives a copy of this code or an amendment to the code must acknowledge such receipt in writing. Such acknowledgments must be filed with the City Clerk who must maintain such acknowledgments as a public record.
- D. The failure to post this code or an amendment to the code does not affect either the applicability or enforceability of the code or the amendment. The failure of a municipal officer or employee to receive a copy of this code of ethics or an amendment to the code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the code or amendment to the code.

**§ 34-7 Enforcement.**

Any municipal officer or employee who violates this code may be censured, fined, suspended or removed from office or employment in the manner provided by law.

**§ 34-8 Severability.**

If any clause, sentence, paragraph, section or part of this Article shall be adjudged by any court of competent jurisdiction to be invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**SECTION 4 – VALIDITY**

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

**SECTION 5 – EFFECTIVE DATE**

This Local Law and shall be effective upon its filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

**Councilwoman Abrams moved and Councilwoman Angelo seconded that the Local Law be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ENACTED**

## NEW BUSINESS

Councilman Brown said that he didn't know if he would call this new business but at the Work Session there was a resolution brought forward that shouldn't have been in Executive Session and that resolution had to do with a transfer of \$40,000.00 from one legal fund to another legal fund but he doesn't see that resolution on the Agenda tonight.

City Manager, Michael Ciaravino said that he asked for it to be pulled due to a personal Holiday that Michelle Kelson, Corporation Counsel was taking. It will be on the Agenda for the next Work Session and the next Council Meeting.

Councilman Brown said that while they are discussing this as new business he wanted to let the public know there was a resolution that was put forward. There are certain items that are supposed to be in Executive Session that should not be publicly announced but this item in particular was pulled into Executive Session, for what reason he doesn't know, and it shouldn't have been there. The public should have known about it and they could have discussed it at Thursday's Work Session then the public could have at least heard the discussion. That transfer has something to do with depleting one of our funds. In our Budget, \$175,000.00 was budgeted for that line so if they are transferring \$40,000.00 into that line then that means those funds were depleted. There has been an argument amongst this Council about trying to find out where that money was spent and they have been getting push back from the City Manager not to tell us where that money was spent. As a Council member he has every right to know exactly where that money was spent because it is taxpayer dollars and that is part of his responsibility. He knows that \$50,000.00 went to do an investigation on a particular employee but this City is not built to do \$50,000.00 investigations for anybody. He asked the City Comptroller to compile a list of all of the money that was spent in that fund of \$175,000.00 to determine exactly where that money has gone. We sit here and talk about how safe these streets are but these streets aren't safe. We have at least one hundred unsolved murders in this City and some of that money could have gone towards a tip fund to get some information about who is committing these murders. We still have four months to go so we are going to need money in that fund. He tried to stop this and put a plug in it but according to the City Manager it was out of his purview which is not true. He has every right to know where the money is being spent and there are at least three other Council members who support that. They will wait for Corporation Counsel to return but prior to that he would like an accounting of that fund line showing exactly where all of that money has been spent.

Councilwoman Lee said for the record that she agrees one hundred percent and she has an issue with the way in which this City is being portrayed. We are not a city with major governmental infractions and there is no high crime here. Your money isn't being spent frivolously by weirdos who work for the City and nobody is stealing so to imply that we have an employee that is she thinks is short sighted to say the least. The City Manager said to them that he has a fiduciary responsibility to make sure that there is no governmental corruption but she tends to think that *her* fiduciary responsibility is bigger than his so they should know how our funds are being spent. They should also be able to weigh in as to whether or not they want to spend a ridiculous amount of money on an investigation or let

the proper authority investigate. They should also know how an investigation got started. She read the newspaper and took issue with the amount of bashing the Council received for asking questions on how our funds are being spent. These are her dollars too and \$9,000.00 a year doesn't pay her taxes so if money is going to be spent she wants to know how it's being spent. She particularly takes issue as a mother because we have had women come to the microphone crying and telling all sorts of stories and they also received calls at home telling them about incredible brutality that their children have experienced. There has never been any money spent to investigate some of these horrific behaviors but to investigate something that already has a mechanism for investigating means we have done one investigation and one unnecessary investigation and then to let it rise to the level of calling people corrupt before they have a right to due process is a slap in everyone's face. When Michael Lembhard was killed she said that if she was in a room with a ninety eight pound boy with a knife in his hand she would have slapped him and the knife and they would have both hit the ground. There would have been no reason to shoot anybody. How much money went into that investigation? Not a dime. They were insulted every way that they could be insulted because they asked why these things happened so to take money that could be used to hire another Police Officer or give the taxpayers any kind of relief she thinks is outrageous. To beat the Council up because they are asking questions and threaten them with the law she says, *"Bring it on and know that you will pay dearly because I will sue. We have a right to ask these questions and no City Manager, who is our employee, should tell us that he doesn't have a right to answer and when we asked questions of your staff, John Aber, they told us that they were directed by you and the City Manager not to give any information. Before you bring something to this table asking us to approve it the two of you should make sure that you have your i's dotted and your t's crossed."*

City Manager, Michael Ciaravino stated that he was directed by the District Attorney's Office.

Councilwoman Lee said, *"Not true, you were not directed by the Orange County District Attorney's Office. You and Mayor Kennedy picked up the battle to force this down the DA's throat. There was no evidence that this man has done anything so wrong that he needs to go to Jail. What the Hell is happening here? You forced an investigation and bashed this man in the newspaper and you bashed us in the newspaper. You leaked the contents of our Executive Session and all of this to intimidate us or to push us back. You know what? I don't go back in corners and I know my place and it's not where you think it is. You are going to answer and we are going to find out what's going on and the end result needs to be that you give this man back his money and stop pillaging this City. That's what I think. Now put that in the newspaper."*

Councilwoman Holmes said that she wholeheartedly agrees with Councilman Brown and with a lot what Councilwoman Lee said. She feels that they do have a right to know where the finances are going. She feels that they should not be denied information. She was denied simple paperwork on procedure and policy for a water violation. They should not be denied anything. They are the governing body.

Councilwoman Mejia said that as Legislators of the City of Newburgh they are entitled to financial information which is how they are able to fulfill their fiduciary

responsibilities. She was initiated into the conversation by stopping some sort of investigation or some sort of disciplinary action which from her perspective she answers to her constituents and that's not part of the responsibility she has a Legislator. She thinks there are multiple ideas and subjects that are getting lumped into one thing and of course financial information needs to be available to us but that's a separate discussion than what she thinks has transpired in very public headlines throughout the City. Let's be clear that any negative conversation about the City of Newburgh impacts everyone here. It impacts our residents, recruitment of companies and families to move into our City. It impacts the morale of our employees and all of us. Until we get that straightened out we have to realize that we sink and swim together.

Mayor Kennedy wished to weigh in on this as well. She said, *"I have no idea who leaked information to any part of the Press because one of the things I hold absolutely sacred is what goes on in City Council Executive Sessions. One of the things I have discovered in my years as being Mayor is that information goes out from our Executive Sessions on a fairly regular basis to a lot of people and I have no idea how or who is doing it. I am not going to make any guesses I'm just going to say it happens and it happens on a fairly regular basis. Secondly, when we are having these conversations everyone does what I call gunnysack; fighting. We are talking about topic A and then everybody starts throwing in topic B, C, D, F, G, H and I trying to throw the topics off with all kinds of red herring discussions. We need to stick to one topic and solve it then move to the next topic and solve it. From the perspective of funds we as a City Council do have a fiduciary responsibility to understand where the funds are going and why they are going there, however, we also do not have a responsibility nor should we be involved in disciplinary actions of our employees. That is not the job of this Council. This Council is supposed to be focused on policy, passing policy and making sure that's what we do."* She said that she was going to step back to a year and a half ago when she went to a NYCOM Conference and heard that one of the big problems we have across this State is that both Police Officers and Fire Fighters abuse a Rule called 207c and 207b which is an abuse of disability claims. We have had officers and firemen claiming disability over the years and she is not picking on any particular person so we need to put policy in place and make sure that these claims are thoroughly investigated. She said that she is going to take full responsibility for initiating this over a year and a half ago. When our City Manager started she dragged out this presentation that she got at NYCOM and said that she would like him to follow up on this. We need to do something about this in this City. When we are talking about managing our money, one of the places that our money is bleeding is right down this very hall. Just this year we paid \$100,000.00 for one of our retired people on disability. She said to please understand that when someone goes on disability retirement the City is responsible for every medical expense associated with that particular disability for the rest of that person's life. If they do not have a real disability, there are all kinds of claims that get associated with that over the years and they have had to fight those in Court. There is a lot of money being bled over this issue so when they start throwing words around about who should do what and why people need to have the whole story not bits and pieces of it. They happened to come to a particular Police Officer here who this investigation hit on first. This Police Officer has been out for some sixteen months and an investigation was launched with plenty of evidence. She is not going to say whether they should or they shouldn't she is just going to say that this Police Officer has recanted his claim on disability so if he really

deserved it then why did he recant? End of story and end of discussion so she doesn't want to hear any more about it.

Councilwoman Lee said, *"Unfortunately you will and I want to point out that you are truly paternalistic. I don't have to listen to you and I don't think anybody else does. I don't think we should use any one employee as the poster child for what should and shouldn't be and you know what Judy I'm actually glad you acknowledged that you pushed this."* She said that they want to know how these funds were spent. They have a right to know and they are going to know or no money will be moved anywhere. People will be waiting until January and they will still have to explain to the new people coming in where the public's money went. To Mayor Kennedy she said to stay out of investigations. She took this poor guy and took him to the cleaners making a name for herself and then she and the City Manager took the Council to the cleaners and cleaned out the legal department with this nonsense.

Councilman Brown said that before they close this topic he wants to make a clarification, *"There was an e-mail sent by himself to all of the Council members in reference to this topic and it was simple and all about financing but some people at this table want to make it that it was about a person in particular because they want to make him my friend, my buddy, my this, my that. Anybody who has known me and has watched me at this Council table my line has always been the finances of this City. I move off of certain lines to deal with other topics but primarily finances of this City. My e-mail simply said can we please postpone this hearing to save the City between ten and fifteen thousand dollars in order to have the hearing because this particular young man was going to the State for the same or similar hearing. When we went to Executive Session there was at least four people in that room who had no idea about an investigation. Had anybody said that to us then that e-mail would have been null and void and we would have allowed whatever was going on to go on. It was never told to us until after the fact. After that e-mail was sent it was never told to us and then when it was told to us and we found out the dollar amount that's when the problem came for me. It has nothing to do with anything else. Why are we wasting taxpayer dollars when all you had to do was take one picture of this young man send it to the DA's office and let them finish the investigation? It is not our job to ruin anyone. Our job is to make sure these tax dollars go where they need to go. We have a dock down at the river that makes our riverfront look like a piece of crap. We have a temporary bridge over on 32 that needs to be replaced and we have another bridge that needs to be closed. We have youth programs that are failing because they don't have the finances."* He added that if they want to make it about something else then make it about the truth. Just like Councilwoman Lee said they are squandering this money on ridiculous stuff so cut it out.

There being no further comments this portion of the meeting was closed.

## PUBLIC COMMENTS

Janet Gianopoulos, City of Newburgh said that many of us are indeed here because of the finances. They are charged for water, sewer and sanitation and then they transfer millions of dollars out of those funds to use elsewhere. She doesn't think they are providing enough oversight because she doesn't think they are grasping this. The Council charges for water and then takes money for their personal needs. She asked them to please look at this because if we have over two and a half million dollars that is not being used for water then why do we have a problem with hiring someone for our Water Department? It doesn't make sense. She agrees completely that the Council needs to take a close look at the entire current Budget because this is what they are spending right now. She added that a lot of these topics are covered in the Master Plan so she thinks it would be helpful if the Council looks at that because it is a road map that we need to refer back to. She emphasized again that their money for water is not being spent wisely so she encouraged the Council to look at all of the finances.

Irene, 13 Lutheran Street, said that the last time she spoke they were having a problem with prostitutes and drug dealers so she wanted to thank Councilwoman Holmes, Councilwoman Mejia and the Police Chief because they helped out big time. It has gotten better but they are still there so she asked if they could continue with the rounds now that school has started. She added that there is dumping going on at abandoned houses and at 9 Lutheran there are prostitutes and drug dealers going in and out as well as hanging out on the porch so she would greatly appreciate any assistance. She thanked them for everything that they have done so far.

Beatrice Harris, 84 Overlook Place, said that the violence in Newburgh has skyrocketed tenfold and the worst part is that some of the government officials don't realize it. They are too busy exchanging smiles and handshakes and don't have a clue as to what it means to be in the Jungle. She told the old school matriarchs and patriarchs to rise up and take back their dignity because this is their City and they have lived here for a very long time. She said that she is a disabled young woman fighting for her city because she is living with Lupus and she is doing what she has to do. There are very few programs left for kids to keep them off the streets and this City has clearly sold its soul to the demons that are turning good or perspective properties into zombie properties. The icing on the cake is that some people in this building enable these atrocities to occur. She asked the Council what they are doing here and what use are they to our kids. They say "*I Am Newburgh*" but she thinks that is a load of bull. They will never be Newburgh because the people here are Newburgh. "*We are the backbone that is helping this City stay alive not you Mayor and not you City Manager.*" She asked them not to talk the talk if they won't walk the walk.

Jack Marzan said that he is new to the area and he does a lot of volunteer work and he saw a lot of his friends die before he joined the Military. He feels that the root of all evil starts when you are very young and being in a bad area it happens. He joined a football team at his school when he was growing up which kept him off the streets and out of trouble.

**He said that he would love to visit the schools and help out with the community to stop the bad things before they happen. The older people are already past the point of where you can talk to them and it's too late but the young ones are the future. If we can get to them first he feels that we can make a real difference.**

**There being no further comments this portion of the meeting was closed**

## COUNCIL COMMENTS

Councilwoman Abrams expressed her thanks to the Stewart Air National Guard Boeing C17 Team and James M. Weber who over the summer got a group of seven volunteers who out of the goodness of their hearts cleaned up the area around Crystal Lake and removed tons of trash. She learned about it afterwards and wanted to say thank you to them for that. She invited everyone to meet her on Saturday at 10:00 a.m. at Crystal Lake by the trail head on Temple Avenue or Ellis Avenue to take a hike up to Snake Hill where you can see the City from a wonderful perspective.

Councilwoman Angelo thanked everyone for coming and thanked Public Works, our Fire Department and the Auxiliary Police for their assistance at the Waterfront Festival. She said it was a four day Festival and it was like a boost for the City. Mr. Risio asked her to come up with ideas for other weekends to keep activity down there. She noted that they are planning an Antique and Collectables Festival in October at Unico Park and they might do a big Flea Market also. If anyone wants to join in and keep good activity going in this community she would appreciate it.

Councilman Brown congratulated Hillary, Jonathan and Torrance and wished them good luck in the General Election. He thanked everyone for coming out tonight.

Councilwoman Holmes thanked everyone for coming out and told an earlier speaker that she could call her any time and she is sure that the Police Chief will do all that he can to make sure that community policing continues in her area. She told Ms. Gianopoulos that she does agree with her and in the Budget she wants to ask for a Financial Committee. She thanked everyone who came to the Book Bag Giveaway and Back to School Party that we had a Downing Park. It was a really great turnout and we gave out over three thousand book bags and school supplies. She thanked the Police, Chief Vatter and his wife who help them out as well as George Garrison and everyone who was there to help. To Jack she said that she would like to get his information because she is working with some people on a male mentoring group that is needed here. She wished everyone a good night.

Councilwoman Lee thanked everyone for coming out and wished them a good night.

Councilwoman Mejia wished any community members observing Rosh Hashanah a Happy New Year and thanked everyone for coming out tonight. She encouraged everyone listening and watching at home to come out to the meetings at least once in a while. She noted that the City had Primary Elections last week and she congratulated the top vote getters. She added that whoever wins in November needs to have an open mind and a blank slate about how you take everything that you see outside of the Council Chambers and what you are informed about. Yes there are things that we all need improvement on but from her experience in the time that she has been here she finds that she has the most open access from a taxpayer's perspective to the Executive Office. We have gotten some bilingualism introduced to City Hall which was not here prior to 2014 where now we have our Agendas

in Spanish. Mr. Ciaravino has introduced an open door inter-management, inter-departmental meeting schedule which are open to individuals. When she first won the Election in 2013, we went from an Interim City Manager who told her there was no space for her at City Hall to an individual who said we all have to work together so let's figure out how to do that. This position is giving of yourself and your personal and private time which is completely gone. Everything from taking out the garbage to going to the supermarket becomes an intervention when you are walking down the street but that's how we move the City of Newburgh forward. She loves that and when their constituents interact which is why she is pushing for the FYI Newburgh which is an APP that you can download on your smartphone. It is very simple; you just click whatever you see such as code enforcement issues, dumping or vacant property so we have to start utilizing that. She thanked the City Manager because it has been and will continue to be fruitful conversation as we move this City forward. She added that this Wednesday there will be a Community Land Bank Meeting on Chambers Street which is open to the public so she asked everyone to please stop by. That same Wednesday at the Library they will be having the quarterly Distressed Property Meeting and she noted that they have been relentless in their fight on blight and crime. On Saturday she encouraged everyone to join them 8:00 a.m. at Muchattoes Lake for fall maintenance and she will leave a schedule for that outside in the hall and on the Website. This is just volunteers coming together to help maintain and stay presentable and clean so that our children, senior citizens and families have clean places to enjoy within walking distance of where they reside.

Mayor Kennedy noted that the Newburgh Open Studios Tour will be on the 26<sup>th</sup> which is an important piece of tourism here that brings people into the City. She believes that tickets and information are available at Newburgh Art Supply on Grand Street. She also wanted to mention the paving project that our DPW will be starting shortly where the City set aside one million dollars to start a three year paving project. She believes that the first streets to be paved will be William Street and Mill Street with others to follow. This is called "*Mill and Fill*" where you take down a couple of inches and then refill the street. Talking about the crime and increase of violence it has been said before and she wants to reiterate, "*We are not going to arrest our way out of that. This is a total community project that will take parents, Schools, Churches and everyone to deal with this crime issue.*" She noted that we had a shooting on Lander Street not too long ago where someone died and she knows that there are people in this community who know who did it but they have not stepped forward to tell the Police. If you want to blame this City and the Police you can do that but unless everyone in this community decides to work together on this issue then we are not going to solve it. It cannot be done by a few people and it's a big, big job. She gave our Planning and Development office some kudos because at least once a month they are transferring properties into private hands. They are aggressively finding owners for these empty properties and she thanked Deirdre Glenn for that. Tonight we transferred ten properties and are aggressively trying to keep people in their homes. There was mention of spending water money on personal needs which she feels is a pretty strong statement and wants to clarify that they are not buying anything for their "*personal*" needs. A lot goes on in this City with buildings falling over, bridges falling in and things going on that nobody can prepare for. When you prepare a Budget every year you make the best guess possible and you set aside so much money for everything but as the year progresses money gets

transferred around in order to manage it. She noted that she has managed many big Budgets in many big organizations and defies anyone to guess exactly what they are going to spend on any particular budget line every time. It just can't be done. Part of what every Council has to do is make those decisions and watch the money carefully but it does have to be moved around for the City to continue to work. As Councilwoman Mejia said earlier, when you are sitting on this side of the table you learn about a lot of things that you didn't understand when you were sitting on the other side. She added that we are getting the police cameras which are on order now so we should have them by mid to end of October. They will be implemented then and out there which is something we have been waiting for. She thanked everyone for coming and hopes that they have clarified some of these issues. They look forward to continuing the process of working on what they need to in this City.

There being no further business to come before the Council the meeting adjourned at 9:05 P.M.

**LORENE VITEK  
CITY CLERK**