

A regular meeting of the City Council of the City of Newburgh was held on Monday, January 11, 2016 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Oracion

The Prayer was led by Bishop Jeffrey C. Woody of the House of Refuge.

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/ Lista de asistencia

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Councilwoman Rayford-7

COMMUNICATIONS

Approval of the minutes of the meeting of December 14, 2015

CARRIED

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

City Manager Update

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

PRESENTATIONS

None at this time

ADDITIONAL ITEMS

Mayor Kennedy announced community events and happenings occurring in the City:

*Annual MLK, Jr. Service on Friday, Jan. 15, 2016 at Holy Temple Church, UHC, Inc.

*Black History Month Committee meeting on Monday, Jan. 18, 2016 at New Hope Baptist Church

*Open House at the Newburgh Masjid on Saturday, Jan. 23, 2016

*The warming station and the overnight shelter, located at the First United Methodist Church, is in need of canned food and personal hygiene items, hats, gloves, linens and blankets. Volunteers are needed too.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Nicholas Valentine congratulated and welcomed the new members to the City Council. He supports the resolutions conveying city-owned properties to private parties. Anytime that we can encourage private ownership and get properties back onto the tax rolls, it only adds to the stability of the city. He hopes that over the course of the year there will be more of this sort of thing. Next, he commented about the remains discovered at the Courthouse. He was the mayor at the time, and the discovery was horrible. In a respectable way we need to get those

remains back into the City so that they can get the dignity they did not get many years ago when things were not done correctly at that property. He implored the council to keep us informed so that we can celebrate it afterward.

Jonathan Jacobson wished the council much luck and success in the new year and the coming years. He supports rules of common courtesy and decorum that should be exercised at public meetings. This is not how meetings have always been conducted in the past. He pointed out that just because a person may be in disagreement with another person does not mean that person is guilty of corruption. This ideology would make it difficult to determine the existence of actual corruption, because then you wouldn't know it if you saw it. He hopes that the meetings are conducted according to the rules in the future.

Juanita King commented. Is that what his life was worth? If we break down the numbers, that equals \$1600 per year, or \$136 per month. She cursed at the council regarding the settlement.

Barbara Smith discussed the subject of electronic discussions between council members during meetings. Many cities are exploring the issue of extending common courtesy toward others when people are speaking publicly. Also it is not necessary that we use personal electronic equipment at the meeting. Many cities are looking at these issues to determine if they are contrary to open meetings laws.

Mayor Kennedy explained that this issue was on Thursday's work session, but it needed more discussion and review. She allowed comment concerning it this evening, but it will be on the next meeting agenda.

Adrian Coolidge clarified that the \$81,000 was accepted by the family of Michael's sons, not by the Coolidge-Lembhard Family. Sixteen bullets were put into his nephew's body, and we are supposed to just accept this amount of money. He feels the settlement is disrespectful to his family, and he remarked that the outcome would've been very different if it was his son.

Omari Shakur told the Lembhard family not to worry about the settlement, because they already know what we have planned for the anniversary of his birthday. Shakur avowed that this is not over. He recalled when his son was shot in the back of the head in accordance with statutory fleeing felon law. Shakur remarked that Newburgh has some murderers on the force. He urged the council to look at the autopsy report directly.

Ayana Anderson asked the council how it arrived at that settlement figure.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Harvey addressed public sentiment regarding the settlement. Much of this transpired prior to him taking office. He stated for the record that neither he nor Councilwoman Rayford were part of any of the discussion surrounding this matter prior to last Thursday. Personally, he was completely shocked by the numbers. It does not set well with him regarding what has happened. He stated that he is going to let his vote speak for itself.

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

CITY MANAGER'S REPORT

Resolution No. 1-2016 - NYS Dept. of Transportation

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 2-2016 - Change Order

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No 3-2016 - Water Tank Repair and Replacement

ADOPTED

Councilwoman Mejia moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 4-2016 - 15 Liberty Street

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 5-2016 - 246 First Street

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 6-2016 - TD Bank Non-Profit Training Resource Fund

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 7-2016 - 205 Broadway

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 8-2016 - 87 Carson Avenue

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 9-2016 - 86 Carson Avenue

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 10-2016 - 232 S. William Street

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 11-2016 - Post-Field Report/Broadway School

ADOPTED

DISCUSSION

Councilwoman Abrams stated this is long overdue, and we are finally moving forward on it. This was a horrible and disrespectful treatment of our Black residents in the Nineteenth Century. It was discovered when the school and adjacent parking area was constructed in 1909, it involved plowing right through their remains and bones. This was the first disrespect of them. The second disrespect of them occurred in 2008 when the Courthouse project occurred. Another gruesome discovery was made with respect to skeletal remains found on the site. She is happy to be able to vote in favor of the resolution, so that we can finally bring our forgotten Newburgh citizens back home.

Councilman Harvey agreed with Abrams. It is important for us to move forward and pay the funds so that the study can get completed. He is hoping that the city can do something to pay homage and respect to those persons that the remains belong.

Mayor Kennedy remarked that it would be up to the council, as well as the committee in charge of it. So this would be entirely in the council's ability to hold a ceremony.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. : 12-2016 - Settlement/Rachel McCants

ADOPTED

DISCUSSION

Mayor Kennedy read a statement on behalf of the council. It acknowledges the support of the resolution as being in the best interest of the City of Newburgh. She supports this settlement as being in the best interest of the entire community. She continued to express her condolences to the Lembhard family.

Councilman Harvey reiterated his concerns about the settlement. Being an African-American male, and with all that is happening in our country regarding different circumstances and situations he feels that there needs to be more time. It needs to be discussed further. He has taught some of the Lembhard children. Harvey feels that the council should not rush into making a decision. He does not support the resolution.

Councilwoman Holmes stated that her heart bleeds for this family. But she does not know what would happen if she doesn't support the settlement. She pointed out that this is for the children. She is afraid that the children may lose out altogether if the council votes it down tonight. She is not saying that Michael's life is worth this amount of money, but she doesn't want the children to suffer in the end either.

Kelson pointed out that out of this tragedy, the city received one notice of claim and one lawsuit. The plaintiff in the case, Rachel McCants, was named the Executor of the deceased's estate by the Surrogate's Court of Orange County. She recognizes that there is no amount of money that is going to bring the deceased back to life. Yet the mediation proceeded at the authorization of a federal judge, and it was totally voluntary. The parties in the room reached a resolution to try to provide a financial nest egg for the living children. The Surrogate Court with jurisdiction over the estate, will decide how this money will be placed, in trust, for these three minor children until they reach legal age. This is the major premise of the settlement. The payment of the claim must be ratified by the city council. If the council chooses not to ratify it, then further litigation could occur. She can not predict how long further litigation would take, nor can she predict how much money further litigation would yield, whether it be a higher amount or a reduced amount of money.

Harvey asked Kelson why wasn't the deceased's mother informed about the settlement.

Kelson explained that when a person dies without a will the deceased person's estate is distributed in accordance with statutory intestate succession laws. The Surrogate judge, upon an application by made by the family, appointed an official representative to handle the affairs of the deceased's estate. In this situation, Rachel McCants, the maternal grandmother of Michael Lembhard, Jr. was appointed. As much as anybody would have preferred for somebody else to be appointed as such, the city council meeting is not the forum to dispute it. She understands all of the emotions that exist in the room, but the legal process has been followed.

Councilwoman Rayford stated that she can not vote in favor of it. It is heavy on the hearts as a community. And it is very emotional when we request that the bereaved family be dismissed from the room. As a council body, we should expect these lash outs because the family is

hurting. She does not feel it was the right move to have them thrown out. She feels that the resolution should have been tabled for further discussion.

Councilwoman Mejia stated that this was a tragedy for the entire Newburgh community, and everybody is impacted by it. When she was elected to office this matter already had a history. She received updates on the case periodically over the last two years. But she can only work with the information that has been given to her. She wished they had had more internal communication, as a board, so that they could have addressed this and presented to the community, the type of sentiment that the council is trying to work through and be. Having said that, she is still left with the conundrum of what do we do for the children who have been left without one of their providers. She apologized for reopening some of those wounds by not discussing this internally beforehand.

Mayor Kennedy agreed with much that has been said this evening. This tragedy occurred three months into her administration, and she knew that this resolution would be difficult for everybody. She addressed the concerns of the dismissal of some family members. She stated that when emotions are running so high nothing rational or logical comes out of those discussions. She intends to support the resolution because all of the parties that brought the lawsuit sat in the mediation and agreed to it. So if the parties can agree on it, then she can agree to support them. She is simply ratifying the agreement that was reached at the mediation table by the parties. This is not a statement about value placed on anybody's life.

Councilwoman Abrams stated that this is how she looks at it too. She was shocked at the amount, but the parties agreed to settle for the amount. It was not the council's decision.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Holmes, Mejia, Kennedy - 4

Nays: Angelo, Harvey, Rayford-3

Resolution No. 13-2016 - 37 Hasbrouck Street

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 14-2016 - FEMA Assistance to Firefighters Grant

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

NEW BUSINESS

There was no new business to come before the council.

OLD BUSINESS

There was no old business to come before the table.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Jonathan Jacobson stated that last Tuesday the City of Newburgh Democratic Committee passed a resolution supporting President Obama's initiatives on sensible gun control. We all know how gun violence affects our city. We need to close the loopholes concerning background checks, and it needs to be done on a national basis. Given the gun trafficking in this country, it is not enough to do this on a state-by-state basis.

Cynthia Fountain commented that coming in on the tails of this breaks her heart. She stated that this earth was once native space. She respects every culture that is represented in the room, and it is important that we try to weave our lives together with respect to people of all cultures. She pointed out that a person's heart can get broken just as easily and quickly as another person. We have to put this thing back together and start educating ourselves about Native Americans and Shamanism. She respects that everybody's walk in life is his own. She wants everybody to respect her beliefs too.

A woman called Jenena stated that she has lived here long enough to see many children in Newburgh become successful, and she has seen many children die unfortunate deaths. She does not feel that the resolution should have passed tonight. On one side of the table there were the lawyers, but the people who this actually affects may not have been educated enough to understand their decision. The council should be careful about the perception because it could be perceived that the council placed a value on that man's life in terms of the stated dollar amount. That amount does nothing for three children, and it doesn't even cover the cost of their future college educations. Next, she spoke on behalf of the not-for-profit organization *Family Structure First*, whose vision is to rebuild families and communities by reestablishing family values. This program aims at trying to catch young men at the front door before they go to prison.

Nelson McAllister encouraged the new council members. He understands the tough decisions that they are faced with in the city. The decisions that are being made affect many people. He sat where they sit now, and many people don't understand what the council has to wrestle with. He encouraged everyone to continue to look at the best interests of Newburgh. He announced the *Rev. Dr. Martin Luther King, Jr. Celebration* this Friday evening at 6:30 P.M. at the Holy Temple Church located at 179 South Street. Dr. King's philosophy promoted non-violence. Rev. McAllister invited the council. He pointed out that New Hope Baptist Church will host the daytime *MLK, Jr.* program on Monday Jan. 18, 2016 from 9 A.M. to 2 P.M. He encouraged everyone to attend.

Lillie Howard stated that the action taken tonight is a sad indictment on this council. She felt that the council should've been sensitive of the fact that the mother of the deceased was not even aware this was going to happen. Any one of us could end up in the same shoes, because none of us knows what tomorrow may hold. In order for a healing to occur that wound needs to be dealt with.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams commented that she had no idea that the Lembhard family was not notified about the settlement and she regrets to know that the family was not aware and not involved in the process. But the council didn't know about it either. Abrams welcomed the new council members, and looks forward to working with them for the rest of her term.

Councilwoman Angelo stated that in her heart she could not support it. When she was in Executive Session the other night she assumed that the family knew all about the settlement. She welcomed the new council members and told them that they are married to the City of Newburgh for the next four years. Love, respect and dedication to your constituents and colleagues should come first. Next, she thanked Dierdre Glenn for being instrumental in getting some of our abandoned properties sold and back onto the tax rolls. She attended the city-wide prayer service on Saturday evening, and it was extremely emotional. She wished everyone a happy new year.

Councilman Harvey thanked Mayor Kennedy for being a part of his swearing-in ceremony at NFA North Campus. He thanked the city manager for sharing ideas with him. He reiterated that his decision to vote against the Lembhard matter was due to a lack of discussion and a need for more understanding on his part. He thanked Michelle Kelson for addressing his concerns tonight, and at Thursday's work session. Harvey is happy to be here, and he is glad to serve the people. He looks forward to making a genuine effort to move this city forward and get Newburgh restored back to its historical greatness.

Councilwoman Holmes stated that the resolution was very emotional, but she supported it because she understands how the court system works. She has gone to court many times. The Surrogate Court appointed someone for the children. She is thinking about the babies. She agrees that the amount of money is not enough, but at least it is something. Holmes felt that if the council tabled it and prolonged it, the children may not have received anything. She pointed out that when you sit in this seat you have to make tough decisions, and this was one of them. Healing takes time. There has been a lot of death in her own family, in which she has not healed herself. She felt that she made the best decision, and this is the decision that she stands by. She wished everybody a happy new year. She is proud in knowing that we finally got the traffic light on Water Street.

Councilwoman Mejia felt that tonight's meeting was very emotional, and it provides a good setting for what awaits us in 2016. If we hold each other in trust and confidence in clear goals with benchmarks, then we will be able to accomplish more for our city. She pointed out that

Resolution #326-2016 was a reduction in the amount of the contract. In essence the project is going to cost less, and this is the balance she wants us to see. In the midst of everything, it really does take an entire village to move us forward. She encourages everyone to continue to ask and re-ask questions. As a board, she hopes that we challenge each other about what our assumptions and knowledge based on the world view that we each hold. She hopes that that can be done with trust and hope for the collective City of Newburgh.

Councilwoman Rayford stated that her heart is very heavy. She ran in this election to stand up for the people. Her family has been in this city for six generations. There have been so many unsolved deaths and murders. If we continue to remove citizens from a public meeting, then it is only going to get worse. What happens next for the council? Is she going to be overcome by violence because of the way she voted? We live in a wicked world, and we, as a people need to band together. The city can not be controlled by the police department alone. The people have to take back their cities because they are the ones who live here. We have to stick together not only for ourselves, but for our youth. Thank God for our Recreation Department. But what about the youth in other wards? Some children can not even cross Broadway because of the gangs that exist. Rayford stated she can not do this job without the community's assistance. When a tragedy occurs we can not act like it didn't happen. We have to deal with it and embrace our community, instead of sending them out of the room. She shared her personal tragedy with the audience. Her uncle was hit by a police officer and dragged three blocks in 1990. It breaks her heart to see the conditions of the city. We have to bring back professionalism and respect into our meetings. She publicly thanked Jonathan Jacobsen for all of his efforts on her campaign. She feels that Newburgh is beautiful. She decided to stay and fight for her city because this is her home.

Mayor Kennedy stated that tonight's meeting was emotional indeed. It is her job to maintain order in a meeting. In many cases she has to make the decision regarding how long to allow interaction to occur. She has to decide what is to right for everybody. It is not an easy thing to decide. This is not the forum that we can have a back-and-forth discussion between the council and members of the audience. Although she wishes that we could do that sometimes, it does present some difficulty when emotions are running high. The format of this meeting is not conducive to resolving conflict. One of the biggest charges of the council is to have the fiduciary responsibility to manage the money of the city. As it has been stated previously, this is not an easy seat to sit in. There are a lot of factors that have to be considered. She is encouraged because she believes that all seven members on the council want what is best for the city. Just because she supported the resolution does not mean that she doesn't care about the people affected by it. She cares more than people may realize.

Kennedy welcomed her new colleagues. She enjoyed the inauguration ceremony at the high school. It was a heart-warming event. She thanked everyone involved in the prayer event, especially Councilwoman Angelo for her support. It set a positive tone for our city. We are not always going to agree, but we can work together to find a solution. She prays for all of the families who have lost loved ones in these struggles. She commented about unsolved murders. We will never be able to arrest our way in the city. The police can't do it alone. There are people out there who know who has committed violent acts, yet they refuse to come forward with information. If we are going to begin to solve some of these open cases then we need the assistance and participation of the community. She has prayed for the Lembhard-Coolidge family and all others who have lost family members in the struggles that occur here. These things don't happen in isolation, they happen out of the context of a whole lot of other things in the city. She thanked Derek Stanton for helping to rebuild our youth programs. We lost many of the youth programs when we lost all of our money. The decision of where to spend the money is going to be one of the biggest issue the council has to face. This year she hopes that we are going to focus on economic development and youth programs to keep us moving in a positive direction. She thanked everyone for coming, and for their trust in the city council.

There were no further comments at this time.

EXECUTIVE SESSION

Mayor Kennedy moved and Councilwoman Abrams seconded that the council enter into executive session at 8:53 P.M. to discuss a personnel matter.

The council voted unanimously to enter into the executive session.

The council adjourned the executive session on consent at 9:50 P.M.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:50 P.M.

Respectfully Submitted,

KATRINA COTTEN
DEPUTY CLERK

RESOLUTION NO.: _____ / _____ - 2016

OF

JANUARY 11, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO SHARE MATERIALS AND EQUIPMENT TO ASSIST IN THE
MAINTENANCE OF STATE AND MUNICIPAL ROADS

WHEREAS, pursuant to New York State General Municipal Law Section 99-r, any department of New York State and any municipal corporation may enter into agreements or contracts to share services and/or lend materials and equipment for the purpose of providing a variety of governmental services; and

WHEREAS, the New York State Department of Transportation has offered to enter into such a shared services agreement with the City of Newburgh to share services and/or lend materials and equipment for the maintenance of State and Municipal roads and would allow the sharing of resources during an event that does not warrant or require an emergency declaration of the Governor according to the terms and conditions of the proposed contract attached hereto; and

WHEREAS, entering into such a shared services agreement would be in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh the attached Shared Services Agreement with the New York State Department of Transportation in substantially the same form as attached hereto with other provisions as Corporation Counsel may require.

SCHEDULE A

NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

Emergency assistance, including snow and ice control pursuant to Highway Law Section 55, as may be needed and agreed to by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: Not to exceed \$10,000. _____

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

To be determined based on services and materials provided by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: Not to exceed \$10,000. _____

SHARED SERVICES AGREEMENT
Between
NYS DOT and _____

THIS AGREEMENT, dated _____, 201_, is between the People of the State of New York, hereinafter referred to as "State" or "NYS DOT" and the _____, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.
5. The term of this Agreement shall be for one (1) year. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYS DOT - Region 2

MUNICIPALITY City of Newburgh

By: Shahid Quadvi Date: 12/14/15 By: _____ Date: _____
Resident Engineer - East Orange County _____ Highway Superintendant

NYS DOT - Region _____

By: _____ Date: _____
Regional Director of Operations

Approved as to form:

MICHELLE KELSON
Corporation Counsel

DATE

JOHN J. ABER
City Comptroller

DATE

SHARED SERVICES AGREEMENT
Between
NYSDOT and _____

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1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.
5. The term of this Agreement shall be for one (1) year. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region __

MUNICIPALITY

By: _____ Date: _____
Resident Engineer – _____ County

By: _____ Date: _____
_____ Highway Superintendant

NYSDOT – Region __

By: _____ Date: _____
Regional Director of Operations

SCHEDULE A

NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

Emergency assistance, including snow and ice control pursuant to Highway Law Section 55, as may be needed and agreed to by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: Not to exceed \$10,000._____

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

To be determined based on services and materials provided by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: Not to exceed \$10,000._____

Short 2-28-11

Approved as to form:

MICHELLE KELSON
Corporation Counsel

DATE

JOHN J. ABER
City Comptroller

DATE

RESOLUTION NO.: 2 - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CHANGE ORDER
REDUCING THE COST OF THE CONTRACT WITH RAY S. PANTEL, INC. BY
\$35,000.00 IN CONNECTION WITH THE INSTALLATION OF A TRAFFIC SIGNAL
FOR THE INTERSECTION OF COLDEN STREET/FOURTH STREET
AND REV. DR. MARTIN LUTHER KING JR. BOULEVARD**

WHEREAS, by Resolution No. 287-2014 of November 24, 2014, the City Council of the City of Newburgh awarded a bid and authorized the City Manager to execute a contract with Ray S. Pantel, Inc., for the base bid amount of \$298,500.00 for the installation of a traffic signal for the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard in the City of Newburgh; and

WHEREAS, the installation of the traffic signal has been completed and a change order for a reduction in costs associated with Project in the amount of \$35,000.00 has been submitted; and

WHEREAS, this Council finds that authorizing the City Manager to execute the change order annexed hereto 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 hereby is authorized to execute a change order to the contract with Ray S. Pantel, Inc. for the installation of the traffic signal at the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King, Jr. Boulevard in the City of Newburgh for a cost reduction in the amount of \$35,000.00.

2-16

From: Michael Hurtt

LETTER OF TRANSMITTAL

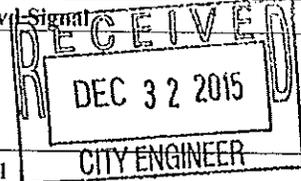


Date: 12/22/15

14 digit CHA project #: 26876

3 Winners Circle
Albany, NY 12205

Project Name: MLK Blvd Signal



Client Project No.:

RE: Change Order No. 1

To: City of Newburgh

83 Broadway

Newburgh, NY 12550

Attention: Jason Morris

We Are Transmitting to You:

Under Separate Cover VIA _____ Attached

- Plans Approval of Subcontractor Copy of Letter
- Specifications Order on Contract Photographs
- Report Original Drawings Proposal
- Form Other Change Order No. 1

Number of Copies	DWG./Revision Date	Drawing Number	Description
4	12/14/15		Change Order No. 1

These are Transmitted as Noted Below:

- For Approval Approved as Submitted Resubmit _____ Copies for Approval
- For Information Approved as Noted Resubmit _____ Copies for Distribution
- For Action For Corrections Return _____ Corrected Prints
- As Requested For Review and Comments _____

Remarks:

Jason...please sign all 4 copies and return 3 to my attention (or I can pick up when I meet with you on the 29th. Thank you

Copies To

(Signature)

By: Michael Hurtt

Note: If Enclosures are not as noted, please notify us at once.

RESOLUTION NO.: 3 - 2016

OF

JANUARY 11, 2016

**RESOLUTION AUTHORIZING AN INCREASE TO THE TOTAL PROJECT BUDGET
FOR THE BRADY, ELLIS AND MARNE AVENUE WATER TANK
REPAIR AND REPLACEMENT PROJECT**

WHEREAS, by Resolution No. 191-2011 of September 26, 2011, the City Council of the City of Newburgh authorized the issuance of \$2,720,000.00 in bond financing for the cost of certain capital projects of which \$2,200,000.00 was appropriated for the Brady, Ellis and Marne Avenue Water Tank Repair and Replacement Project (the "Project"); and

WHEREAS, by Resolution No. 86-2012, the City Council authorized an increase in the Project's total authorized budget in the amount of \$550,000.00 raising the Project's total cost from \$2,200,000 to \$2,750,000; and

WHEREAS, the Project has now been completed and a review of the Project invoices finds that the Project's final cost of \$2,899,364.56 exceeds the existing authorized budget for the Project in the amount of \$149,362.56; and

WHEREAS, this Council has determined that authorizing an increase in the Project's total budget in the amount of \$149,364.56 from \$2,750,000.00 to \$2,899,364.56 is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the authorized total project budget for the Brady, Ellis and Marne Avenue Water Tank Repair and Replacement Project be increased in the amount of \$149,364.56 from \$2,750,000.00 to \$2,899,364.56.

RESOLUTION NO.: 4 - 2016

OF

JANUARY 11, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 15 LIBERTY STREET (SECTION 45, BLOCK 5, LOT 15) AT PRIVATE SALE
TO JOHN BONHOMME, JR. AND JOHN BONHOMME, SR. FOR THE AMOUNT OF
\$28,000

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 15 Liberty Street, being more accurately described as Section 45, Block 5, Lot 15, 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, 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, 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 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 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
15 Liberty Street	45 - 5 - 15	John Bonhomme, Jr. John Bonhomme, Sr.	\$28,000.00

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

11-16

Terms and Conditions Sale 15 Liberty Street, City of Newburgh (45-5-15)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and 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 properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** 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. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. 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.

9. 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.
10. 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.
11. 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 April 11, 2016. *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.
12. 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.
13. 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.
14. 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.**
15. 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.
16. 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.

17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. 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.: 5 - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 246 FIRST STREET (SECTION 22, BLOCK 5, LOT 26)
AT PRIVATE SALE TO LIBAN ADDE FOR THE AMOUNT OF \$14,978**

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 246 First Street, being more accurately described as Section 22, Block 5, 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 purchasers 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
246 First Street	22 - 5 - 26	Liban Adde	\$14,978.00

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

15-16

Terms and Conditions Sale 246 First Street, City of Newburgh (22-5-26)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and 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 properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing 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 6 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 is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel 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 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.
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 April 11, 2016. *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 purchaser 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.: 6 - 2016

OF

JANUARY 11, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF
AWARDED A TD BANK NON-PROFIT TRAINING RESOURCE FUND GRANT
IN THE AMOUNT OF \$1,000.00 TO COVER THE REGISTRATION FEE FOR
PARTICIPATION IN THE HUDSON VALLEY PATTERN FOR PROGRESS
2016 COMMUNITY BUILDERS PROGRAM**

WHEREAS, City Planner Alexandra Church has been accepted into the Hudson Valley Pattern for Progress 2016 Community Builders Program (the "Program"); and

WHEREAS, the Program requires a registration fee of \$1,000.00 and a grant from TD Bank Non-Profit Training Resource Fund can be applied to the Program entrance fee; and

WHEREAS, the TD Bank Non-Profit Training Resource Fund grant requires no City match; and

WHEREAS, this Council has determined that applying for such grant to cover the registration fee for the Program is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby authorizes the City Manager to apply for and accept if awarded a TD Bank Non-Profit Training Resource Fund grant in the amount of \$1,000.00 to cover the registration fee to participate in the Hudson Valley Pattern for Progress 2016 Community Builders Program; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any documents and to take appropriate action to effectuate the purposes of the grant and the program funded thereby.

RESOLUTION NO.: 7 - 2016

OF

JANUARY 11, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 205 BROADWAY (SECTION 35, BLOCK 2, LOT 19)
AT PRIVATE SALE TO WEI LOU FOR THE AMOUNT OF \$45,000

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 205 Broadway, being more accurately described as Section 35, Block 2, Lot 19, 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 purchasers 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
205 Broadway	35 - 2 - 19	Wei Lou	\$45,000.00

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

Terms and Conditions Sale 205 Broadway, City of Newburgh (35-2-19)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and 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 properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing 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 6 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. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. 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.
9. 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.
10. 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.
11. 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 April 11, 2016. *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.
12. 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.
13. 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.
14. 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.**
15. 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.

16. 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.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. 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.: 8 - 2016

OF

JANUARY 11, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 87 CARSON AVENUE (SECTION 45, BLOCK 8, LOT 10)
AT PRIVATE SALE TO DANIEL GREEN FOR THE AMOUNT OF \$6,700.00

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 87 Carson Avenue, being more accurately described as Section 45, Block 8, Lot 10, 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
87 Carson Avenue	45 - 8 - 10	Daniel Green	\$6,700.00

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

18-16

Terms and Conditions Sale

87 Carson Avenue, City of Newburgh (45-8-10)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and 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 properties are sold subject to unpaid school taxes for the tax years of 2016 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2016 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** 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. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. 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.
9. 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.
10. 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.
11. 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 April 11, 2016. *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.
12. 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.
13. 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.
14. 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.**
15. 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.

16. 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.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. 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.: 9 - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 86 CARSON AVENUE (SECTION 45, BLOCK 12, LOT 19)
AT PRIVATE SALE TO DANIEL GREEN FOR THE AMOUNT OF \$6,700.00**

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 86 Carson Avenue, being more accurately described as Section 45, Block 12, Lot 19, 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
86 Carson Avenue	45 - 12 - 19	Daniel Green	\$6,700.00

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

9-16

Terms and Conditions Sale

86 Carson Avenue, City of Newburgh (45-12-19)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and 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 properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** 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. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. 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.

9. 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.
10. 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.
11. 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 April 11, 2016. *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.
12. 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.
13. 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.
14. 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.**
15. 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.
16. 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.

17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. 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.: 10 - 2016

OF

JANUARY 11, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 232 SOUTH WILLIAM STREET
(SECTION 38, BLOCK 4, LOT 54) AT PRIVATE SALE
TO VIRGILIA SAGASTUME FOR THE AMOUNT OF \$15,000

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 232 South William, being more accurately described as Section 38, Block 4, Lot 54, 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 purchasers 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
232 South William Street	38 - 4 - 54	Virgilia Sagastume	\$15,000.00

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

10-16

Terms and Conditions Sale

232 South William Street, City of Newburgh (38-4-54)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and 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 properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** 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. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
7. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the

purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. 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.
10. 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.
11. 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.
12. 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 April 11, 2016. *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.
13. 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.
14. 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.
15. 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.**

16. 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.
17. 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.
18. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
19. 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.: _____ // _____ - 2016

OF

JANUARY 11, 2016

RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$11,306.57 FROM GENERAL FUND CONTINGENCY TO PLANNING
AND DEVELOPMENT - OTHER SERVICES AND AMENDING
RESOLUTION NO: 300-2015, THE 2016 BUDGET FOR THE CITY OF NEWBURGH,
NEW YORK TO TRANSFER \$11,306.57 FROM GENERAL FUND CONTINGENCY
TO PLANNING AND DEVELOPMENT - OTHER SERVICES TO COMPLETE THE
POST-FIELD REPORT FOR THE BROADWAY SCHOOL/COURTHOUSE PROJECT

WHEREAS, by Resolution No. 43 of April 6, 2009, the City Council of the City of Newburgh authorized a contract with Landmark Archeology, Inc. to provide post-field archeological services for the Broadway School/Courthouse Project in the amount of \$75,375.80; and

WHEREAS, the study for the Project is complete but a post-field report is required to be completed and submitted to the NYS Office of Parks and Historic Preservation; and

WHEREAS, the amount of \$52,762.66 was paid from the 2009 BAN and no monies remain and the remaining \$22,612.14 for the post-field report must come from the General Fund Contingency; and

WHEREAS, half the remaining \$22,612.14 in the amount of \$11,306.57 was billed to the City by invoice dated November 30, 2015 and can be paid from the 2015 Budget and the remaining \$11,306.57 shall be billed to the City in 2016 and paid from the 2016 Budget; and

WHEREAS, a transfer of funds from both the 2015 and 2016 General Fund Contingency to Planning and Development - Other Services is required to complete the payment to the vendor and for the final post-field report; and

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh and its further development to complete the Project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh 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	\$11,306.57	
A.8684.0448 Planning & Development Other Services		<u>\$11,306.57</u>
TOTALS:	\$11,306.57	\$11,306.57

AND BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 300-2015, the 2016 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$11,306.57	
A.8684.0448 Planning & Development Other Services		<u>\$11,306.57</u>
TOTALS:	\$11,306.57	\$11,306.57

LANDMARK ARCHAEOLOGY, INC.

6242 Hawes Road
 Altamont, New York 12009

INVOICE

To:
 City of Newburgh
 83 Broadway
 Newburgh, New York 12550

Date	Invoice No.
30-Nov-15	2015-1

Job:
 Resolution No. 43-2009 Broadway School/Courthouse
 Orange County, New York

Dates	Description of Work	Contract Value	This invoice	Previously rec'd	%	Balance
11/30/2015	Postfield Report Retainer	\$ 75,375.80	\$ 11,306.57	\$ 52,762.66		\$ 11,306.57
	TOTAL	\$ 75,375.80	\$ 11,306.57	\$ 52,762.66	85%	\$ 11,306.57

INVOICE 2015-1 TOTAL \$ 11,306.57

LA 224

11-16

RESOLUTION NO. 12 - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
RACHEL T. MCCANTS AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF \$81,378.44**

WHEREAS, Rachel T. McCants brought a claim against the City of Newburgh; and

WHEREAS, the parties reached an agreement for the payment of the settlement of the claim in the amount of Eighty One Thousand Three Hundred Seventy-Eight and 44/100 (\$81,378.44) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorney is hereby authorized to settle the claim of Rachel T. McCants in the total amount of Eighty One Thousand Three Hundred Seventy-Eight and 44/100 (\$81,378.44) Dollars, and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 13 - 2016

OF

JANUARY 11, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 37 HASBROUCK STREET (SECTION 38, BLOCK 4, LOT 17) AT PRIVATE SALE TO MICHAEL CONNORS AND SUZANNE TIMMER D/B/A BALANCED BUILDERS, INC. FOR THE AMOUNT OF \$20,000

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 37 Hasbrouck Street, being more accurately described as Section 38, Block 4, Lot 17, 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, 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, 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 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 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 April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
37 Hasbrouck Street	38 - 4 - 17	Michael Connors Suzanne Timmer d/b/a Balanced Builders, Inc.	\$20,000.00

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

13-16

Terms and Conditions Sale 37 Hasbrouck Street, City of Newburgh (38-4-17)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and 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 properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or

other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. 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.

9. 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 April 11, 2016. *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.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. 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.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any

deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 14 -2016

OF

JANUARY 11, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A GRANT AVAILABLE UNDER THE FISCAL YEAR 2015
FEMA ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM IN AN AMOUNT NOT TO
EXCEED \$25,000.00 WITH A \$2,500.00 CITY MATCH
TO PROVIDE SUPPORT FOR THE PURCHASE OF TRAINING EQUIPMENT FOR
THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for funds available under the Fiscal Year 2015 Federal Emergency Management Agency ("FEMA") Assistance to Firefighters Program; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community by funding equipment procurement and training to enhance community protection from fire; and

WHEREAS, if awarded, such funding will provide for the purchase of training equipment; and

WHEREAS, if awarded, said grant will provide \$25,000.00 and require a one-time City match of \$2,500.00; and

WHEREAS, the one-time City match shall be derived from A3412.0205; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

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 such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant made available under the Fiscal Year 2015 FEMA Assistance to Firefighters Grant Program to provide support for the purchase of training equipment for the City of Newburgh Fire Department.

Please include in minutes.

Rule VII. Guidelines for Public Comment

A. The public shall be allowed to speak only during the Public Comment periods of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.

The council on Tuesday unanimously approved an amendment to Peoria's City Council policy that bans members from using any electronic device capable of sending messages during executive session or a public meeting. It takes effect immediately.

Boston: Open Meeting Law

The state's Open Meeting Law does not specify how public officials should use electronic devices during a public meeting. But the law does reference electronic communication, as it pertains to deliberations by officials.

Roselle Park restricts use of electronic devices at Borough Council meetings

Posted on January 1, 2016 by NJFOG

The Roselle Park Borough Council has restricted the use of electronic devices by officials at its public meetings because it may appear officials are not paying attention or that an official is receiving information relevant to the subject matter that others are not, "which is inimical to good government and transparency". -NJFOG

On the other end of the argument, there could be the perception that a member of council might be sending a message on how to vote or text a comment that could affect a vote or motion. Plus, it is just plain rude when a member of the public is speaking and those on the dais are looking at their phones or are not looking at the individual speaking; although this has been done numerous times with councilmembers signing checks or reviewing other documents or either leaning over and talking amongst each other while some members of the public are commenting.

*Thank you
Barbara J. Smith*

Annual MLK, Jr Service

**The Christian Ministerial
Fellowship of Newburgh &
Vicinity, Inc.
Sponsoring
2016 Martin Luther King, Jr.
Theme
“The Courage to Love”**

Date: *Friday, January 15, 2016*

Location: *Holy Temple Church, UHC, Inc.
179 South Street
Newburgh, NY 12550*

Time: *Doors open at 6:30 p.m.*

“All Are Welcome”