CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
May 11, 2015
7:00 p.m.

Mayor: */Alcaldesa*

1. Prayer/ *Oración*

2. Pledge of Allegiance/ *Juramento a la Alianza*

City Clerk: */ Secretaria de la ciduad*:

3. Roll Call/ *Lista de asistencia*

Presentation:

4. A presentation on job opportunities by the County Executive's Office and Casino Representatives.

Communications: */ Comunicaciones*:

5. a. Approval of the minutes of the meeting of April 27, 2015
   Aprobación del acta de la reunión del 27 Abril de 2015

   b. City Manager Update
   Gerente de la Ciudad pone al día la audiencia de los planes de cada departamento.

Comments from the public regarding the agenda:
Comentarios del público con respecto a la agenda:

Comments from the Council regarding the agenda:
Comentarios del Consejo con respecto a la agenda:

City Manager's Report: / *Informe del Gerente de la Ciudad:*

1. Resolution No. 101-2015
   A resolution to authorize the conveyance of real property known as 93 Lander Street (Section 23, Block 3, Lot 23) at private sale to Tyree Smallwood for the amount of $10,000.00.

   Una resolución para autorizar el convenio de bienes raíces conocidas como la calle 93 de Lander (Sección 23, Bloque 3, Lote 23) en una venta privada a Tyree Smallwood por la cantidad de $10,000.00.

2. Resolution No. 102-2015
   A resolution to authorize the conveyance of real property known as 120 Johnston Street (Section 18, Block 10, Lot 1) at private sale to Mark Epstein for the amount of $18,000.00.

   Una resolución para autorizar el convenio de bienes raíces conocidas como la calle 120 de Johnston (Sección 18, Bloque 10, Lote 1) en una venta privada a Mark Epstein por la cantidad de $18,000.00

3. Resolution No. 103–2015
   A resolution to authorize the conveyance of real property known as 258 Liberty Street rear (Section 18, Block 6, Lot 29) at private sale to Dan Gilbert for the amount of $500.00.

   Una resolución para autorizar el convenio de bienes raíces conocidas como el 258 de la calle Liberty (Sección 18, Bloque 6, Lote 29) en una venta privada a Dan Gilbert por la cantidad de $500.00

4. Resolution No. 104 – 2015
   A resolution to authorize the conveyance of real property known as 279 Grand Street (Section 10, Block 1, Lot 15) at private sale to Michael Lebron for the amount of $5,760.00.

   Una resolución para autorizar el convenio de bienes raíces conocidas como el 279 de la calle Grand (Sección 10, Bloque 1, Lote 15) en una venta privada a Michael Lebron por la cantidad de $5,760.00.

5. Resolution No. 105-2015
   A resolution to authorize the conveyance of real property known as 317 Liberty Street (Section 11, Block 5, Lot 7) at private sale to Madeline Trezza for the amount of $12,000.00.

Una resolución para autorizar el convenio de bienes raíces conocidas como 317 de la calle Liberty (Sección 11, Bloque 5, Lote 7) en una venta privada a Madeline Trezza por la cantidad de $12,000.00

6. Resolution No. 106-2015
A resolution to authorize the conveyance of real property known as 330 Liberty Street (Section 12, Block 1, Lot 16) at private sale to Percy Smith for the amount of $3,500.00.

Una resolución para autorizar el convenio de bienes raíces conocidas como 330 de la calle Liberty (Sección 12, Bloque 1, Lote 16) en una venta privada a Percy Smith por la cantidad de $3,500.00.

7. Resolution No. 107-2015
A resolution authorizing the City Manager to execute an agreement with CGI Communications, Inc. to participate in the Community Video Program to produce videos for the City of Newburgh website.

Una resolucion autorizando al Gerente de la Ciudad a llevar a cabo un arreglo con CGI Communications, Inc. para participar en el Programa de Video de la Comunidad para grabar videos que serán utilizados en el espacio electrónico en la internet de la Ciudad de Newburgh.

8. Resolution No. 108-2015
A resolution establishing an economic development policy and process for the City of Newburgh.

Una resolucion estableciendo una póliza y un proceso de desarrollo económico para la Ciudad de Newburgh

9. Resolution No. 109-2015
Resolution amending Resolution No: 296 - 2014, the 2015 Budget for the City of Newburgh, New York accept additional funding from the New York State Department of Transporation Consolidated Local Street and Highway Recovery Program (CHIPS) and Extreme Winter Recovery Funds.

Resolución enmendando resolución Número 296-2014, del Presupuesto de la Ciudad de Newburgh, New York del año 2015 aceptando fondos adicionales del Programa de Recuperación de Autopista y el Conjunto de Calles Locales(CHIPS)- Departamento de Transportación del Estado de New York y Fondos de Recuperación durante Un Invierno Extremo.

10. Resolution No. 110 -2015
    A resolution amending Resolution No. 24-2015 of January 26, 2015 to transfer $4,869.25 from General Fund Contigency to Engineering – Consultants Services to pay the Chazen Companis for work completed in support of a landfill disturbance plan for the Newburgh Department of Public Works.

    Una resolución enmendando resolución Número 24-2015 de Enero 26, 2015 para transferir $4,869.25 de Fondos Generales Imprevistos a Ingeniería – Servicios de Consulta para pagar las compañías Chazen por el trabajo terminado apoyando el plan de perturbación del área de desechos para el Departamento de Obras Públicas.

11. Resolution No. 111-2015
    A resolution authorizing the City Manager to enter into agreements with various parties to provide performing artists and related services in connection with the City of Newburgh's Annual Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival, the Halloween Event for 2015.

    Una resolución autorizando al Gerente de la Ciudad a entrar en acuerdos con varios grupos para proveer artistas y servicios relacionados en conexión con el Día de Recordatorio de la Ciudad de Newburgh, celebraciones del cuatro de Julio, La Noche Nacional Fuera, el Festival Anual Internacional y las celebraciones del día de Halloween.

12. Resolution No. 112-2015
    A resolution authorizing the City Manager to Execute a Memorandum of Understanding (MOU) with Metro-North Commuter Railroad Company to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry Service.

    Una resolución autorizando al Gerente de la Ciudad a llevar a cabo un Memorando de Entendimiento con la Compañía de Ferrocarril de Pasajero de Metro North para proveer un reembolso de los pagos para arrendar el estacionamiento relacionado con el Servicio de Transbordador de Newburgh-Beacon.

13. Resolution No. 113-2015
    A resolution authorizing the City Manager to execute a payment of claim with Ammie Parker in the amount of $7,784.42.

14. Resolution No. 114-2015
    A resolution to authorize a settlement in the matter of Jose l. Rodriguez against the City of Newburgh in the amount of fifteen thousand dollars.

15. Resolution No. 115-2015
    A resolution authorizing the addition of one (1) tax collector position on a temporary basis.

16. Resolution No. 116-2015
    A resolution authorizing the addition of two (2) lieutenant positions on a temporary basis in the City of Newburgh Fire Department.

17. Ordinance No. 6- 2015
    An ordinance amending Section 288-10 and Section 288-62 Schedule IV: one way streets of the Code of the City of Newburgh to reverse the direction of one-way traffic on West Van Ness Street.

    Un decreto enmendando sección 288-10 y sección 28-62 del Itinerario IV: Calle de una dirección en el Código de la Ciudad de Newburgh para invertir la dirección del tráfico de la calle de West Van Ness Street.

18. Ordinance No. 7-2015
    An ordinance amending Section 288-71, Schedule XIII, parking prohibited at all times, of the Code of Ordinances.

    Decreto enmendando Sección 288-71, Itinerario XIII, estacionamiento prohibido todo el tiempo, del Código de Decretos.

Old Business: / *Asuntos Pendientes*:

New Business: / *Nuevos Negocios*:

Public Comments Regarding General Matters of City Business: / *Comentarios del público sobre asuntos generales de la Ciudad:*

Further Comments from the Council: / *Nuevas observaciones del Consejal*:

Adjournment: / *Aplazamiento:*

RESOLUTION NO.: __101__ - 2015

OF

MAY 11, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 93 LANDER STREET (SECTION 23, BLOCK 3, LOT 23) AT PRIVATE SALE TO TYREE SMALLWOOD FOR THE AMOUNT OF $10,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 93 Lander Street, being more accurately described as Section 23, Block 3, Lot 23 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 July 10, 2015 being sixty (60) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
93 Lander Street	23 – 3 – 23	Tyree Smallwood	$10,000.00

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

Terms and Conditions Sale
93 Lander Street, City of Newburgh (23-3-23)

STANDARD TERMS:

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

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 10, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

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

RESOLUTION NO.: 102- 2015

OF

MAY 11, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 120 JOHNSTON STREET (SECTION 18, BLOCK 10, LOT 1) AT PRIVATE SALE TO MARK EPSTEIN FOR THE AMOUNT OF $18,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 120 Johnston Street, being more accurately described as Section 18, Block 10, Lot 1 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 July 10, 2015 being sixty (60) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
120 Johnston Street	18 – 10 – 1	Mark Epstein	$18,000.00

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
120 Johnston Street, City of Newburgh (18-10-1)

STANDARD TERMS:

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

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 10, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

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

RESOLUTION NO.: __103___- 2015

OF

MAY 11, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 258 LIBERTY STREET REAR (SECTION 18, BLOCK 6, LOT 29) AT PRIVATE SALE TO DAN GILBERT FOR THE AMOUNT OF $500.00

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 258 Liberty Street Rear, being more accurately described as Section 18, Block 6, Lot 29 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 July 10, 2015, being sixty (60) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
258 Liberty Street Rear	18 – 6 – 29	Dan Gilbert	$500.00

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
258 Liberty Street Rear, City of Newburgh (18-6-29)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to demolish and remove the remaining foundation and walls of the existing structure on the property in compliance with all State, County and Local standards within twelve (12) months of the date of the deed. Within such twelve (12) month time period the purchaser must obtain all permits necessary to complete said demolition and removal. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the twelve (12) month period. If the purchaser has not complied with the deed provisions regarding the demolition and removal of said structure and obtained a Certificate of Compliance/Completion 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 Compliance/Compliance is issued. A written request made to the City Manager for an extension of the twelve (12) month 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 demolish and remove said structure 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 Purchaser is currently the owner of adjacent parcel identified as 258 Liberty Street, Section 18, Block 6, Lot 28, and will combine both parcels as one lot of record within one (1) year of the date of conveyance.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 10, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any

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

RESOLUTION NO.: _104___- 2015

OF

MAY 11, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 279 GRAND STREET (SECTION 10, BLOCK 1, LOT 15) AT PRIVATE SALE TO MICHAEL LEBRON FOR THE AMOUNT OF $5,760.00

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 279 Grand Street, being more accurately described as Section 10, Block 1, Lot 15 on the official tax map of the City of Newburgh; and

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

WHEREAS, 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 July 10, 2015 being sixty (60) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
279 Grand Street	10 – 1 – 15	Michael Lebron	$5,760.00

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
279 Grand Street, City of Newburgh (10-1-15)

STANDARD TERMS:

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

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 10, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

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

RESOLUTION NO.: 105 - 2015

OF

MAY 11, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 317 LIBERTY STREET (SECTION 11, BLOCK 5, LOT 7) AT PRIVATE SALE TO MADELINE TREZZA FOR THE AMOUNT OF $12,000.00

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before July 10, 2015 being sixty (60) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
317 Liberty Street	11 – 5 – 7	Madeline Trezza	$12,000.00

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

STANDARD TERMS:

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

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 10, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

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

RESOLUTION NO.: 106 - 2015

OF

MAY 11, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 330 LIBERTY STREET (SECTION 12, BLOCK 1, LOT 16) AT PRIVATE SALE TO PERCY SMITH FOR THE AMOUNT OF $3,500.00

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 330 Liberty Street, being more accurately described as Section 12, Block 1, Lot 16 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 July 10, 2015, being sixty (60) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
330 Liberty Street	12 – 1 – 16	Percy Smith	$3,500.00

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
330 Liberty Street, City of Newburgh (12-1-16)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. The Purchaser is currently the owner of adjacent parcel identified as 332 Liberty Street, Section 12, Block 1, Lot 18.2, and will combine both parcels as one lot of record within one (1) year of the date of conveyance.
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 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.
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 July 10, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days.

No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

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

RESOLUTION NO.: ___107___ - 2015

OF

MAY 11, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CGI COMMUNICATIONS, INC. TO PARTICIPATE IN THE COMMUNITY VIDEO PROGRAM TO PRODUCE VIDEOS FOR THE CITY OF NEWBURGH WEBSITE

WHEREAS, the City of Newburgh is dedicated to making the community a better place to live, work and conduct business; and

WHEREAS, the City wishes to participate in The Community Showcase Video Program; and

WHEREAS, the program includes producing a total of six (6) one minute community highlight videos for the City of Newburgh website with topics including: Quality of Life, Economic Development, Tourism, Waterfront, Education, and Community Organizations; and

WHEREAS, the videos are being produced at no cost to the City of Newburgh and are funded through a grant received by CGI Communications, Inc. from the National Conference of Mayors; and

WHEREAS, this Council has reviewed the annexed agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh, and its residents;

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 enter into an agreement with CGI Communications, Inc. to participate in the Community Video Program to produce videos for the City of Newburgh website, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

The 2014 Community Showcase Video Program

CGI Communications, Inc.
130 East Main Street, 5th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: Ellen Fillo
Title: Grants Coordinator
Address: 83 Broadway
City, State, Zip: Newburgh, NY 12550
Phone: 845-569-7386
Email: efillo@cityofnewburgh-ny.gov
Website: www.cityofnewburgh-ny.gov

This agreement is between CGI Communications, Inc. ("CGI") and the City of Newburgh (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the www.cityofnewburgh-ny.gov homepage, including any alternate versions of your homepage, for viewer access on different devices. Any termination or modification of this Agreement shall not take effect until the expiration of the current term.

CGI shall provide a Community Video Program as follows:

- One Welcome video from your Mayor or other civic leader
- Up to five additional videos to showcase various aspects of your community, for a total of (six) 1 minute community highlight videos
- One Community Organization chapter to promote charities, nonprofits and community development organizations
- Script writing and video content consultation
- A videographer will come to your location to film videos
- We reserve the right to use still images and photos for video production
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Video Showcase content subject to your approval (up to 3 sets of revisions allowed). Any request for approval of revision, including final draft, shall be deemed approved if no response received by us within thirty (30) days of request
- Patented OneClick Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, devices, browsers, and Internet connection speeds; recognized player formats include WindowsMedia and QuickTime
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Businesses will be allowed to purchase various digital media products and services from CGI and its affiliates
- Duration of sponsor participation will be one to two years and CGI is solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Video Program from your website shall be facilitated by CGI, providing HTML source code for a graphic link to be prominently displayed on the www.cityofnewburgh-ny.gov -website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement; "Video Tour" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- CGI will own copyrights of the master Community Video Program
- The City will assume no cost or liability for this project and CGI will honor any request for termination of sales upon 30 day Notice and only if the City continuously provides the Community Video linkage from its Homepage for the duration of this contract

The City of Newburgh shall:

- Provide a letter of introduction for the program on its letterhead
- Assist with the content and script for the Community Video Showcase
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.cityofnewburgh-ny.gov homepage within 10 business days of receipt of HTML source code
- Display the "Video Tour" link, of no less than 150 by 400 pixels, prominently on its www.cityofnewburgh-ny.gov homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content on Community Video Program and all related CGI Programs, including but not limited to its "Community Video Network"
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein.

We, the undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Newburgh, NY	CGI Communications, Inc.
Signature:	Nicole Rongo
Name (printed):	Name (printed): Nicole Rongo
Title:	Title: Vice President of Marketing
Date:	Date: December 23, 2014

RESOLUTION NO. 108 - 2015

OF

MAY 11, 2015

A RESOLUTION ESTABLISHING AN ECONOMIC DEVELOPMENT POLICY AND PROCESS FOR THE CITY OF NEWBURGH

WHEREAS, economic development planning is a priority for the City of Newburgh in order to promote jobs, further market realistic building projects, provide housing for workers and others in need of residences, increase tax ratables, achieve energy conservation and other sustainability objectives, and create a livable community; and

WHEREAS, economic markets and available public and private sources of finance have changed dramatically in recent years; and

WHEREAS, the extent to which market-ready development can occur in a community is dependent on the existence of policies in the local comprehensive plan that support zoning and land use regulation for such development; and

WHEREAS, an economic development policy may be adopted as a supplement to an existing comprehensive plan to guide the local legislature and its land use boards and staffs in adopting effective strategies for successful economic development; and

WHEREAS, for economic development to be feasible, an economic development plan must be adopted that accounts for market changes and existing financial resources in order to guide the legislative body and planning board concerning their decisions regarding land use regulation and project review and approval; and

WHEREAS, state policy has recently changed to emphasize the conformance of local plans and policies with adopted regional economic development and sustainability plans, as well as inter-municipal cooperation in planning, in awarding funds under a large number of state funding programs; and

WHEREAS, those policies emphasize policies, programs, and projects that create compact, mixed use developments in areas served by existing infrastructure, including transit and that enhance developed urban communities as the economic engines of the Mid-Hudson Region, create affordable places to live, work, and recreate, enhance tourism, and conserve energy, natural resources, building materials, while reducing harmful Greenhouse Gas emissions and water pollution; and

WHEREAS, the City of Newburgh participates in the Mayors' Redevelopment Roundtable directed by the Land Use Law Center at Pace Law School, which is preparing a variety of best practices that accomplish these policy objectives based on current market and financial conditions; and

WHEREAS, there is a need to reexamine whether our comprehensive plan contains goals, objectives, strategies, and implementation techniques that are consistent with our local needs and values, current market and finance conditions, and regional strategies; and

WHEREAS, there is a need to establish a process whereby our community can examine these new circumstances, policies and practices as well as local conditions and needs; and

WHEREAS, this process and its favorable results will create an opportunity for the cities and villages participating in the Mayors' Redevelopment Roundtable to lead the State in demonstrating how economic development components of local comprehensive plans can be drafted and adopted to create a collaborative vision for the urban communities in a region that builds on the unique assets and needs of each community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh that it shall be the legislative policy of the City of Newburgh to create and adopt an economic development policy supplement to its comprehensive plan to accomplish the objectives listed in the Whereas clauses above; and

BE IT FURTHER RESOLVED, that the City Council directs the staff of the relevant departments of the City of Newburgh, their administrators and executives, to create a step-by-step process of involving all key stakeholders, civic and neighborhood leaders, consultants, and economic development partners, and the members of the planning board to participate in creating an economic development policy as a supplement to the comprehensive plan; and

BE IT FURTHER RESOLVED, that, in view of the urgency of stimulating economic development, this effort is intended to be integrated into the recent and existing planning efforts of the City of Newburgh, informed by current data and reports regarding private sector market needs and financing and available public funding resources, and be completed as soon as possible; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

LAND USE LAW CENTER

PACE UNIVERSITY SCHOOL OF LAW

WHITE PLAINS NEW YORK

ECONOMIC DEVELOPMENT POLICY STATEMENT

January 2015

This draft document is to assist the cities and villages participating in the Mayors' Redevelopment Roundtable regarding the initiation of a strategic sustainable economic development planning effort. This resolution identifies the objectives of the economic development policies to be considered by Roundtable communities and outlines the process to be followed at the local level. Its purposes are to set the stage for each community to create and adopt an economic development policy as a supplement to its comprehensive plan and, by acting in concert with other communities in the Roundtable, to foster needed urban economic development in the region and thereby to become more competitive for state funding for economic development projects. This document takes the form of a legislative resolution, but can be adapted easily as a mayoral executive order.

RESOLUTION NO. ____ - 2014

Resolution Establishing an Economic Development Policy and Process for the City/Village of _____

WHEREAS, economic development planning is a priority for the City/Village of _____ in order to promote jobs, further market realistic building projects, provide housing for workers and others in need of residences, increase tax ratables, achieve energy conservation and other sustainability objectives, and create a livable community;

WHEREAS, economic markets and available public and private sources of finance have changed dramatically in recent years;

WHEREAS, the extent to which market-ready development can occur in a community is dependent on the existence of policies in the local comprehensive plan that support zoning and land use regulation for such development;

WHEREAS, an economic development policy may be adopted as a supplement to an existing comprehensive plan to guide the local legislature and its land use boards and staffs in adopting effective strategies for successful economic development;

WHEREAS, for economic development to be feasible, an economic development plan must be adopted that accounts for market changes and existing financial resources in order to guide the legislative body and planning board concerning their decisions regarding land use regulation and project review and approval;

WHEREAS, state policy has recently changed to emphasize the conformance of local plans and policies with adopted regional economic development and sustainability plans, as well as inter-municipal cooperation in planning, in awarding funds under a large number of state funding programs;

WHEREAS, those policies emphasize policies, programs, and projects that create compact, mixed use developments in areas served by existing infrastructure, including transit and that enhance developed urban communities as the economic engines of the Mid-Hudson Region, create affordable places to live, work, and recreate, enhance tourism, and conserve energy, natural resources, building materials, while reducing harmful Greenhouse Gas emissions and water pollution;

WHEREAS, the city/village participates in the Mayors' Redevelopment Roundtable directed by the Land Use Law Center at Pace Law School, which is preparing a variety of best practices that accomplish these policy objectives based on current market and financial conditions;

WHEREAS, there is a need to reexamine whether our comprehensive plan contains goals, objectives, strategies, and implementation techniques that are consistent with our local needs and values, current market and finance conditions, and regional strategies;

WHEREAS, there is a need to establish a process whereby our community can examine these new circumstances, policies and practices as well as local conditions and needs;

WHEREAS, this process and its favorable results will create an opportunity for the cities and villages participating in the Mayors' Redevelopment Roundtable to lead the State in demonstrating how economic development components of local comprehensive plans can be drafted and adopted to create a collaborative vision for the urban communities in a region that builds on the unique assets and needs of each community.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL/VILLAGE BOARD OF TRUSTEES OF THE CITY/VILLAGE OF _____ that it shall be the legislative policy of the City/Village to create and adopt a economic development policy supplement to its comprehensive plan to accomplish the objectives listed in the Whereas clauses above;

RESOLVED, that the City Council/Board of Trustees directs the staff of the relevant departments of the City/Village, their administrators and executives, to create a step-by-step process of involving all key stakeholders, civic and neighborhood leaders, consultants, and economic development partners, and the members of the planning board to participate in creating an economic development policy as a supplement to the comprehensive plan.

RESOLVED, that, in view of the urgency of stimulating economic development, this effort is intended to be integrated into the recent and existing planning efforts of the City/Village, informed by current data and reports regarding private sector market needs and financing and available public funding resources, and be completed as soon as possible.

RESOLVED, that this Resolution shall take effect immediately.

ADOPTED: _____

ATTEST:
City/Village Clerk

RESOLUTION NO.: 109 - 2015

OF

MAY 11, 2015

**RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
ACCEPT ADDITIONAL FUNDING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORATION CONSOLIDATED LOCAL STREET AND HIGHWAY RECOVERY PROGRAM (CHIPS) AND EXTREME WINTER RECOVERY FUNDS**

WHEREAS, the New York State Department of Transportation has released the Consolidated Local Street and Highway Recovery Program (CHIPS) and Extreme Winter Recovery Funding Awards for 2015-2016; and

WHEREAS, the City of Newburgh was awarded 2015-2016 CHIPS funding in the amount of $365,920.61 and 2015-2016 Extreme Winter Recovery funding the amount of $40,774.26 for a total of $406,695.26; and

WHEREAS, it is necessary to amend the 2015 Budget to reflect the increase in funding awarded from $270,000.00 as the amount included in the 2015 Budget, as adopted to the total funding award of $406,695.26; the same being in the best interest of the City of Newburgh;

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

		Increase
A.0000.3501	Consolidated Highway Aid	$136,695.26
A.5112.0206	Highway Resurfacing	$136,695.26

RESOLUTION NO.: 110 - 2015

OF

MAY 11, 2015

A RESOLUTION AMENDING RESOLUTION NO. 24-2015 OF JANUARY 26, 2015 TO TRANSFER $4,869.25 FROM GENERAL FUND CONTIGENCY TO ENGINEERING – CONSULTANTS SERVICES TO PAY THE CHAZEN COMPANIES FOR WORK COMPLETED IN SUPPORT OF A LANDFILL DISTURBANCE PLAN FOR THE NEWBURGH DEPARTMENT OF PUBLIC WORKS

WHEREAS, by Resolution No. 24-2015 of January 26, 2015, the City Council of the City of Newburgh authorized the City Manager to accept a proposal and execute a contract with The Chazen Companies to prepare a Landfill Disturbance Plan for the Newburgh DPW parcel to facilitate future development of 5 Scobie Drive Industrial Park Project at a cost not to exceed $26,760.00; and

WHEREAS, it was anticipated that the costs of the proposal was to be paid from a funding award by the Orange County Industrial Development Agency and such funding is no longer available; and

WHEREAS, it is necessary to reallocate funds through a budget amendment to cover the cost of the work performed by The Chazen Companies in the amount of $4,869.25; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Comptroller be and he is hereby authorized to make payment for services performed by The Chazen Companies in connection with the preparation of a Landfill Disturbance Plan for the Newburgh DPW parcel a cost not to exceed $4,869.25 from A.1440.0455; and

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

		Decrease	Increase
A.1900.1990	Contingency	$4,869.25	
A.1440.0455	Engineering – Consultants Services		$ 4,869.25

RESOLUTION NO.: __111____ - 2015

OF

MAY 11, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES TO PROVIDE PERFORMING ARTISTS AND RELATED SERVICES IN CONNECTION WITH THE CITY OF NEWBURGH'S ANNUAL MEMORIAL DAY AND FOURTH OF JULY OBSERVANCES, NATIONAL NIGHT OUT, THE ANNUAL INTERNATIONAL FESTIVAL, THE HALLOWEEN EVENT FOR 2015

WHEREAS, the City of Newburgh annually holds Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival over the Labor Day holiday, and the Halloween Event; and

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, there is funding available in Trust and Agency Accounts for those events and in the 2015 City budget; and

WHEREAS, such agreements shall not exceed the funds in the Trust and Agency Accounts and the 2015 Budget; and

WHEREAS, this Council has determined that entering into agreements in connection with these annual events is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival, and the Halloween Event for 2015, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2015 Budget.

RESOLUTION NO.: _112__ - 2015

OF

MAY 11, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO THE NEWBURGH-BEACON FERRY SERVICE

WHEREAS, the City of Newburgh has been working cooperatively with the New York State Department of Transportation ("NYSDOT") and Metro-North Commuter Railroad Company ("MNR") to ensure the continuation of the ferry service between the Cities of Newburgh and Beacon; and

WHEREAS, the City of Newburgh and MNR entered into an Agreement, dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the "Amended Lease"); and

WHEREAS, the City and NYSDOT had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the original Lease, but this contract has expired; and

WHEREAS, NYSDOT has indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter has committed to provide Congestion Mitigation and Air Quality ("CMAQ") funds to MNR, which can be used to reimburse MNR for assistance payments made to the City by MNR to fund the Amended Lease for the May-December Period; and

WHEREAS, a Memorandum of Understanding between the City and MNR is required for MNR to provide funding to the City for the reimbursement of payments made under the Amended Lease; and

WHEREAS, the City Council has reviewed such MOU and has determined that entering into the same would be in the best interests of the City of Newburgh, its residents and visitors, and of all persons wishing to avail themselves of such ferry service;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute an MOU, in substantially the same form as annexed hereto, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the First Amended Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours.

RESOLUTION NO.: _113___ - 2015

OF

MAY 11, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH AMMIE PARKER IN THE AMOUNT OF $7,784.42

WHEREAS, Ammie Parker brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Seven Thousand Seven Hundred Eighty-Four and 42/100 ($7,784.42) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Ammie Parker in the total amount of Seven Thousand Seven Hundred Eighty-Four and 42/100 ($7,784.42) Dollars and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO. __114___ - 2015

OF

MAY 11, 2015

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF JOSE L. RODRIGUEZ AGAINST THE CITY OF NEWBURGH IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS

WHEREAS, Jose L. Rodriguez brought an action against the City of Newburgh; and

WHERAS, the parties have reached an agreement for the payment of the settlement in the amount of Fifteen Thousand ($15,000.00) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorney is hereby authorized to settle the claim of Jose Rodriguez in the total amount of Fifteen Thousand ($15,000.00) Dollars, and that City Manager and the Corporation Counsel 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.: __115___-2015

OF

MAY 11, 2015

A RESOLUTION AUTHORIZING THE ADDITION OF ONE (1) TAX COLLECTOR POSITION ON A TEMPORARY BASIS

WHEREAS, due to the retirement of the current Tax Collector, it was necessary to create an additional position of Tax Collector to ensure continuity in the Tax Collector's office; and

WHEREAS, the creation of the additional Tax Collector position is on a temporary basis from May 4, 2015 to May 8, 2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2015 be amended, and that there be and hereby is created one (1) additional position in the job title of Tax Collector on a temporary basis for the period May 4, 2015 to May 8, 2015.

RESOLUTION NO.: __116__-2015

OF

MAY 11, 2015

A RESOLUTION AUTHORIZING THE ADDITION OF TWO (2) LIEUTENANT POSITIONS ON A TEMPORARY BASIS IN THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, due to injuries and other unforeseen circumstances, it has become necessary to create two additional positions of Fire Department Lieutenant so that there are sufficient personnel capable of performing such duties in the Fire Department; and

WHEREAS, the Fire Department has advised the City Manager that the department is in need of two (2) additional individuals to perform the duties of "Lieutenant;" and

WHEREAS, the creation of the additional Fire Department Lieutenant positions will be on a temporary basis from May 11, 2015 to October 31, 2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2015 be amended, and that there be and hereby is created two (2) additional positions on a temporary basis for the period May 11, 2015 to October 31, 2015 in the job title "Lieutenant" in the Fire Department.

ORDINANCE NO.: ____6____ - 2015

OF

MAY 11, 2015

AN ORDINANCE AMENDING SECTION 288-10 AND SECTION 288-62 SCHEDULE IV: ONE WAY STREETS OF THE CODE OF THE CITY OF NEWBURGH TO REVERSE THE DIRECTION OF ONE-WAY TRAFFIC ON WEST VAN NESS STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-62 entitled "Schedule IV: One Way Streets" of the Code of the City of Newburgh is hereby amended to reverse the direction of traffic on Grove Street as follows:

§ 288-62. Schedule IV: One-Way Streets.

In accordance with the provisions of § 288-10, the following described streets or parts of streets are hereby designated as one-way streets in the direction indicated:

Name of Street	Direction of Travel	Limits
West Van Ness Street	~~West~~ East	From Grove Street to West Street ~~to Grove Street~~

This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

ORDINANCE NO.: __7__- 2015

OF

MAY 11, 2015

AN ORDINANCE AMENDING SECTION 288-71, SCHEDULE XIII,
PARKING PROHIBITED AT ALL TIMES,
OF THE CODE OF ORDINANCES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-71, Schedule XIII, be and is hereby amended as follows:

Section 288-71. Schedule XIII: Parking Prohibited at All Times.

In accordance with the provisions of Section 288-71, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Location
First Street	North	Beginning at the northwest intersection of Grand Street and First Street and continuing west for a distance of 32 feet
First Street	North	Beginning at the northeast intersection of Grand Street and First Street and continuing east for a distance of 69 feet
First Street	South	Beginning at the southwest intersection of Grand Street and First Street and continuing west for a distance of 32 feet
First Street	South	Beginning at the southeast intersection of Grand Street and First Street and continuing east for a distance of 39 feet
Grand Street	East	Beginning at the northeast intersection of Grand Street and First Street and continuing north for a distance of 34 feet
Grand Street	East	Beginning at the southeast intersection of Grand Street and First Street and continuing south for a distance of 469 feet

Underlining denotes additions
~~Strikethrough~~ denote deletions

Grand Street	West	Beginning at the northwest intersection of Grand Street and First Street and continuing north for a distance of 31 feet
Grand Street	West	Beginning at the southwest intersection of Grand Street and First Street and continuing south for distance of 34 feet
~~Grand Street~~	~~North~~	~~Beginning at a point 18 feet east of the northeast corner of the intersection of Grand Street and First Street on the northerly side of First Street and extending to a point of 45 feet east of the northeast corner of First Street and Grand Street consisting of 27 feet.~~

This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

Proposed limits of new No-Parking ordinance (469' south of the southeast corner of Grand and 1st Streets.
Existing no parking 32' west of the southwest corner of Grand & 1st Streets.
Existing no parking 32' west of the northwest corner of Grand & 1st Streets.
Existing no parking 34' south of the southwest corner of Grand & 1st Streets.
Existing no parking 31' north of the northwest corner of Grand & 1st Streets.
Existing no parking 34' north of the northeast corner of Grand & 1st Streets.
Existing no parking 39' east of the southeast corner of Grand & 1st Streets.
Existing no parking 69' east of the northeast corner of Grand & 1st Streets.
Masonic Lodge
YMCA
Orange County Community College
City of Newburgh
Grand St
Grand St
1st St
1st St
Broadway