



City of Newburgh Council Work Session
Sesión de trabajo del Concejal de la
Ciudad de Newburgh
September 3, 2015

6:00 p.m.

AGENDA

1. Reminder:

- a. A presentation will be given by the Hudson Valley Seed Organization

2. Presentations:

- a. A presentation will be given on 257 Liberty Street and the Restorative Center.
- b. A presentation will be given by Workforce Development Institute

3. Economic Development and Planning:

a. Ordinance No. 12-2015

An Ordinance amending Section 163-1 "Schedule of Code Fees" of Chapter 163 "Fees" of the Code of the City of Newburgh. (Deirdre Glenn)

b. Resolution No. 203 -2015

A resolution to authorize the conveyance of real property known as 119 Montgomery Street (Section 19, Block 1, Lot 13) at private sale to Natalya Fredericks for the amount of \$30,000.00. (Deirdre Glenn)

c. Resolution No. 204-2015

A resolution to authorize the conveyance of real property known as 117 Johnston Street (Section 18, Block 11, Lot 14) at private sale to Mark Epstein for the amount of \$10,000.00. (Deirdre Glenn)

d. Resolution No. 205-2015

A resolution to authorize the conveyance of real property known as 317 Liberty Street (Section 11, Block 5, Lot 7) at private sale to Alex Fridman for the amount of \$6,040.00. (Deirdre Glenn)

e. Resolution No. 206-2015

A resolution to authorize the conveyance of real property known as 474 First Street (Section 20, Block 1, Lot 26) at private sale to Kebreau Nazaire for the amount of \$4,000.00. (Deirdre Glenn)

f. Resolution No. 207-2015

A resolution to authorize the conveyance of real property known as 251 First Street (Section 29, Block 3, Lot 6) and 253 First Street (Section 29, Block 3, Lot 5) at private sale to Mackie Montgomery for the amount of \$5,000.00. (Deirdre Glenn)

g. Resolution No. 208-2015

A resolution to authorize the conveyance of real property known as 41 Wisner Avenue (Section 32, Block 1, Lot 8) at private sale to Veterans Leading the Way for the amount of \$3,150.00. (Deirdre Glenn)

h. Resolution No. 209 -2015

A resolution authorizing the City Manager to execute a license agreement with Philippe Pierre to permit access to city owned property located at 151 Liberty Street (Section 30, Block 5, Lot 21.1) for the purposes of performing certain predevelopment activities and in connection with redevelopment of 96 Broadway. (Deirdre Glenn)

4. Agreements and Grants:

a. Resolution No. 210-2015

A resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from Deeds issued to C. Thomas Tenney and Seymour Foreman, respectively, to the premises known as 88 Washington Street (Section 37, Block 8, Lot 13). (Michelle Kelson)

b. Resolution No. 211 -2015

A resolution authorizing the City Manager to enter into an agreement with the Newburgh Enlarged City School District to provide police services in connection with the Community Resource Officer Program for compensation in the amount of one hundred thousand dollars \$100,000.

c. Resolution No. 212-2015

A resolution authorizing the City Manager to apply for and accept if awarded a grant from Foxfury Lighting Solutions to obtain firefighting equipment in an amount not to exceed \$21,500.00 with no City match. (Chief Vatter)

d. Resolution No. 213-2015

A resolution authorizing the City Manager to apply for and accept if awarded a 2015 Technical Rescue Grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed \$100,000.00 for the City of Newburgh Fire Department with no City match required. (Chief Vatter)

e. Resolution No. 214-2015

A resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Division of Criminal Justice Services under the SFY 2015-2016 New York State Senate Initiative for a total grant amount of \$75,000.00 with no City match required. (Chief Cameron)

5. Budgetary Items:

a. Resolution No. 215-2015

A resolution amending the 2015 Personnel Analysis Book and amending Resolution No.: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer \$32,487.00 from Code Compliance to Planning and Development to fund the position of Land Use Board Secretary. (John Aber)

b. Resolution No. 216-2015

Resolution amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer \$12,000.00 from General Fund Contingency to Engineering – Repairs/Other equipment to fund Phase II of the shoring expenses for City Hall. (John Aber & Jason Morris)

6. Engineering

a. Resolution No. 217 -2015

A Resolution amending Resolution No. 153-2014 of June 9, 2014 authorizing Barton & Loguidice, P.C. to assist the City of Newburgh in applying for a planning grant through the Consolidated Funding Application process with an award of up to \$30,000 to investigate illicit sewer connections within the City of Newburgh and further authorizing the City Manager to accept such grant funds if awarded. (Jason Morris)

b. Resolution No. 218 -2015

A Resolution of the City Council of the City of Newburgh amending Resolution No. 64-2015 of April 13, 2015 determining that the proposed City Sanitary Sewer Illicit Discharge Identification Study is a Type II Action under the State Environmental Quality Review Act (SEQRA) and will not have a significant adverse impact on the environment. (Jason Morris)

- c. Placeholder Skateboard SEQRA
- d. Placeholder Skateboard Bid Award

7. Local Laws:

a. Local Law No. -2015

A Local Law rescinding the language contained in Chapter 34, Article I of the Code of the City of Newburgh entitled "Code of Ethics" and amending Chapter 34 to enact a New Article I entitled "Code of Ethics".

8. Discussion Items:

- a. Draft Ordinance amending Chapter 183, article I entitled "Littering and Dumping" of the Code of Ordinances of the City of Newburgh increasing the penalties for violations. (Councilwoman Karen Mejia)
- b. Body Cameras (Chief Cameron & John Aber)
- c. Water Department Staff Shortages (Michael Ciaravino)
- d. Employee Evaluations reports for probation period. (Michael Ciaravino)

9. Executive Session:

- a. Proposed/Pending litigation/*Litigio Pendiente*



Empowering children to be informed ecological citizens through year-round garden education focused on healthy eating, food literacy, environmental stewardship and academic success.

Hudson Valley Seed empowers children to be informed ecological citizens through year-round garden education focussed on healthy eating, food literacy, environmental stewardship, and academic success.

As thousands of children across the Hudson Valley participate in weekly standards-based garden education, they develop a love of learning and the outdoors. As students plant seeds, steward the land, and share new foods with their peers, they are also cultivating compassion, patience and self discipline. By partnering with schools to provide students with innovative, experiential and project-based food education, Hudson Valley Seed helps students connect discoveries in the classroom to action in the community.

Ava Bynum

Executive Director Hudson Valley Seed

hudsonvalleyseed.org - ava@hudsonvalleyseed.org - (845) 419-3871

the restorative center

(917) 310-1764

www.TheRestorativeCenter.org

257 Liberty Street
Newburgh, NY 12550



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Dear Friends,

I am humbled and honored by what has been accomplished in the six months we have been working together. The commitment of the program team and the Board to addressing one of most compelling issues of our time with clarity and dedication is an ode, in and of itself, to the power of community wisdom.

I am proud that The Newburgh Model draws upon lessons learned from around the world and yet remains grounded in profound truths and is evocative of the deep wisdom of the team on how our fractured world can move towards healing.



The Restorative Center harnesses individual power through the use of community circles—to unwind conflict, connect through storytelling, and celebrate birth together. There are three key programs: the Birth Circle, the Story Circle, and the Restorative Justice Circle.

Board of Directors

Tajuana Johnson, President • Daniel N. Arshack, Vice President
Peter Simon, Tres./Sect. • John Delk • Jean Koerner
Jennifer Parmelee • Hara Robrish-Fischbein • Manish Srivastava

Program Team

Shailly Agnihotri, Founder/E.D. • Alysia Mazzella, Program Administration
Patricia Borelli • Tisha M. Ford • Melissa Jhunja
Annie Levin • Cynthia Pong • Elizabeth Chase Toksu

Our Story

TRC was born of a deep understanding of the myriad failures of the adversarial justice system and a commitment to create alternatives. We envision a future in which the majority of concerns currently routed through the criminal justice system and family court are resolved by the communities where those issues arise. We are developing an innovative community circle model ("the Newburgh Model") to provide individuals and communities with the structures and tools that will allow them to a) reclaim their power from the adversarial system that fails to offer real justice, and b) resolve their own conflicts by harnessing the strengths, resources, and wisdom already within themselves and the community. This circle model seeks to give space for a person's voice (which often times lays dormant) within a structure that supports the expression of individual and collective wisdom. Reclaiming the dormant power within each one of us and our communities is the cornerstone of the Newburgh Model.

In designing the Newburgh Model, the TRC Program team is acutely aware of the challenges inherent in working toward paradigm change. In particular, for the seeds of a new paradigm to take root, there must be fertile soil. Any program that seeks to keep young people out of the criminal justice system must be built upon a foundation of community connection, and must provide tools not just for addressing harms, but also proactively strengthening community bonds that have been eroded by the current system. A community able to care for and take responsibility for its young people requires an intricate web of connections. This is central to the Newburgh Model's design and the adoption of community circles as its basis.

In the face of systemic failures of justice, community circles have been successfully implemented in a variety of contexts throughout the world to help people reach mutual understanding and resolve previously intractable conflicts. A powerful intervention, they are relatively simple to teach and flexible in design, making them replicable and adaptable to the needs of particular communities. TRC's program team studied a range of circle practices used in the United States, Jamaica, Canada, South Africa, and Brazil, and pulled elements from each to form the basis for our model, also employing our team's expertise in systems theory, psychology, social work, mediation, criminal and family law, curriculum development, narrative medicine, childbirth/parenting education, financial structures, trauma and dance therapy as well as yoga and meditation to inform the model's structure.

Some of the core characteristics of the Newburgh Model are: 1) independence from institutions, 2) voluntary participation, 3) group-generated conduct guidelines, 4) an opportunity for every person in the circle to speak, 5) formal calling forth of individual strengths to address challenges, 6) presence of a

trained Circle Facilitator to guide the process, and 7) trust in the community's capacity to resolve its own disconnections and disputes. The convening of a circle involves multiple pre-circle meetings to explain the process, determine who should be present, and set an agenda of issues to be addressed. Post-circle processes vary, and are also part of the model.

From that foundation, TRC is creating three distinct circle models, each with a different structure for harnessing community strength and addressing community concerns:

Birth Circles bring together expectant parents, family members, friends and community leaders to welcome the community's newest members and help the caregivers gather the support they need to thrive. The Birth Circle model includes Expectant Mothers and Expectant Fathers "affinity circles" for new parents to meet one another and develop confidence in their individual capacity to meet the challenges of parenting. Participants can also convene a multi-generational and multi-stakeholder Birth Circle to welcome an individual child. In addition to celebrating the upcoming birth and claiming shared responsibility for the child, the circle can include planning ways to mitigate the inevitable stresses of new parenthood, as well as resolve issues that might lead to family court (visitation schedules) if not adequately addressed before the baby's arrival.

The Birth Circle model is built upon a foundation of deep trust in individuals to proactively navigate their parenting journey, and a trust in the parenting support available in the array of experiences and cultural heritages held by members of the community. These circles are an answer to the failure of paternalistic programs that disconnect young parents from their deep knowing about how to parent their children. This model turns individuals inward to discover their values and capacities--to connect with the power to lovingly and competently raise their children and seek support from their realized sense of community.

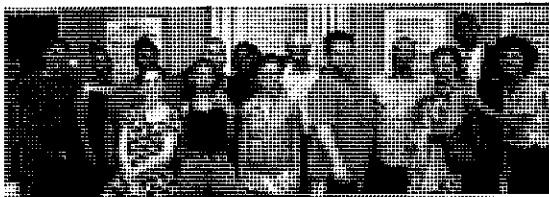
Story Circles bring together community members who might not otherwise interact, or whose interactions have been strained in the past--for example, law enforcement officers and youth. The multi-session Story Circle curriculum takes people out of their recognized community roles and habitual ways of interacting, and provides an opportunity to build mutual understanding through personal storytelling. This circle has no "issues" agenda; instead, through storytelling, it provides a deeply structured opportunity to reconnect to our shared humanity. The curriculum culminates in participants working together to create a piece of artwork--often a performance--to be shared with the community. Through this process of coming together to share about the common experience of being human, the labels that disconnect dissipate.

The mistrust and lack of respect between law enforcement and the communities they are hired to serve is a heartbreaking national crisis. TRC is eager to convene a Story Circle this summer between Newburgh police officers and young members of the Newburgh Community.

Restorative Justice Circles provide a forum to address events that might otherwise trigger involvement of law enforcement and the criminal court: A Shared Justice Circle can be convened if one community member is harmed by the actions of another community member, particularly where the individual who caused the harm is a young person. These circles can address anything from small community disturbances to incidents of violence. A Reintegration Circle can be convened when a young person or adult returns to the community after a period of incarceration, to help ensure a reintegration that increases both individual and community health, and addresses any community concerns arising from the events that led to the incarceration. A Youthful Offender/Sentencing Circle can be called by the community to give the community a voice as a judge makes sentencing decisions with far-reaching individual and community consequences. These circles could be especially compelling considerations as the judge is exercising his or her discretion over whether to adjudicate a youth charged with a felony as an adult or as a Youthful Offender.

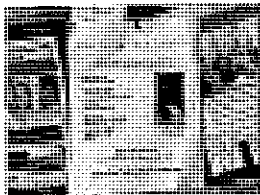
Restorative Justice Circles bring the power and responsibility for maintaining community health back into the hands of the community itself, and avoid the long-term, corrosive impacts of the criminal justice system. They also allow for a level of honest dialogue often absent from court proceedings, as individuals are no longer in a position to protect themselves from punishment by the state. With permission to speak freely without risk of grave personal harm, each member of the circle has the opportunity to explore the complexities of individual and communal responsibility for a given event.

the restorative center



On The Water

As a gift from Board member Jean Koerner, TRC team members enjoyed a cruise around Manhattan (an event to benefit the Music Aid Society of NY).

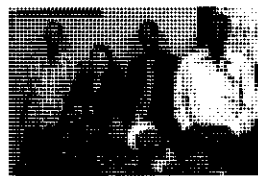


Community Circles

The Restorative Center is holding community circles at the AME Zion Church of Newburgh, courtesy of Pastor Millon Stubbs. [Please join us!](#)

RJ in Jamaica

Roydon D. A. Hall, Director of the Restorative Justice Unit (with the tie!) hosted Shailly in her visit to study the community-based model of Restorative Justice embraced throughout Jamaica.



New Circle Keepers!

A group of 16 gathered at the Fullerton Cultural Center to learn core principles of The Newburgh Model of community circles. [Come train with us!](#)

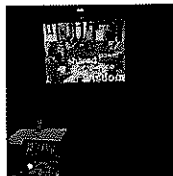


The Newburgh Model of Circle Keeping Sun/Moon Chart.

NACRJ Conference

June 1, 2015

TRC participated in the 5th Annual National Conference on Community and Restorative Justice. Shailly presented a talk entitled, 'Restorative Justice: A Path with Real Choices.'



Community Outreach

TRC has begun pilot programs in Newburgh, N.Y. and will hold training and circles in the Bronx, Harlem, New Orleans and Newark in the coming months.



The Newburgh Model

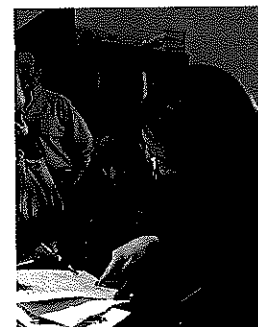
Team members developed TRC's community circle model in the Winter and Spring of 2015 in the historic Fullerton Cultural Center in Newburgh, N.Y.



TRC is Born!

February 19, 2015

Tajuana Johnson, Board President, reviews the articles of Incorporation with board member Hara Robrish-Fischbein as Board V.P. Dan Arsheck looks on.



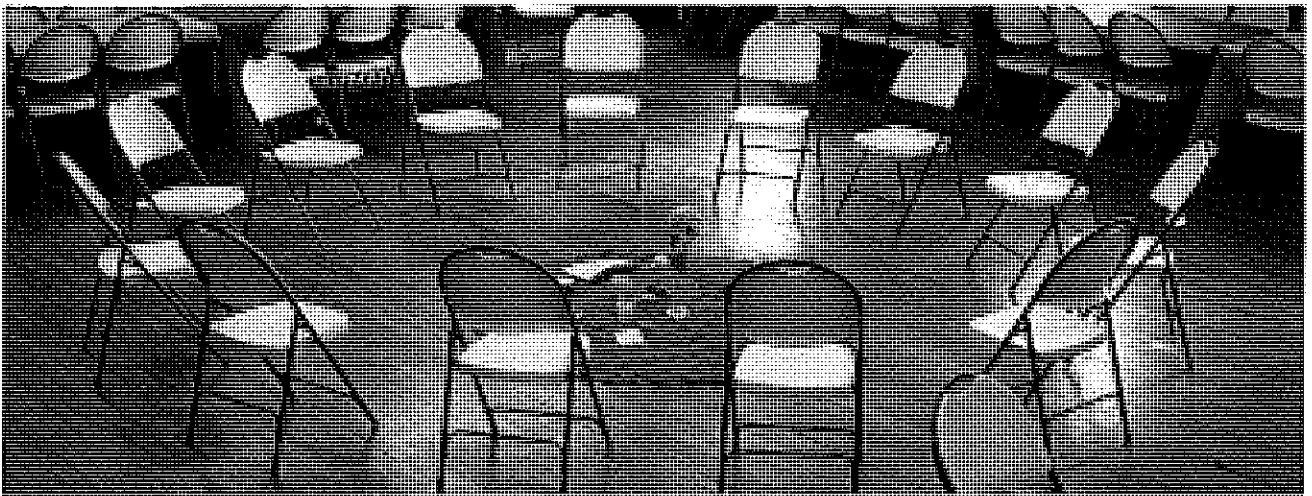
The Restorative Center held Newburgh community circles the first four Wednesdays in July.

COMMUNITY MEMBERS SPEAK...

“What inspired me was the concept that this could be a new way to engage and work together.”

“The process fosters deep conversions.”

“It really resonated with me in a way I am still trying to understand.”



“Circles are a way to bring people together to work out conflicts as neighbors and within a community using a positive process and safe setting.”

“What surprised me was the stories and how open people are to sharing.”

“A Circle is a different method of communication. The honest raw emotions and the energy that it produces is profound.”

How We Will Use 257 Liberty

TRC envisions 257 Liberty Street as a place where the people of Newburgh can come together in a new way. This new reality will foster open communication as a vehicle for mutual understanding among the diverse individuals that constitute our city. Currently, we are facilitating community circles in a space donated by The Zion Church. These circles have generated interest in TRC among local law enforcement, the high school and business owners, all of whom are drawn to a modality that allows disparate individuals and groups to discover and recall the truth of their shared humanity.

Community and restorative justice circles will be held at 257 Liberty, which will also function as a family conferencing center, offering an alternative to family court.

TRC is currently providing guidance in the Newburgh Model to community circle facilitators around the world and will utilize its new headquarters as an international Training Center. Thus far, TRC has been using space donated by the Fullerton Center on Grand Street to hold the trainings. By housing the Training Center at 257 Liberty Street, our local communities will be enriched by the ongoing presence of community activists and leaders visiting to learn about our model of restorative justice. TRC is already presenting the Newburgh Model for community circles at conferences around the world and there has been great interest in this model, reflected in the fact that the next two trainings scheduled for later this year are already full to capacity. Through our work on Liberty Street, not only will Newburgh become known as a center of restorative justice in action, but its activities will benefit the local businesses as they welcome students from around the world.

The training TRC will provide include:

- 3-day foundational training in community circles
- 3-day advanced training in Restorative Justice circles
- 3-day advanced training in Family conferences
- 2-day advanced training in Storytelling in circles
- 2-day advanced training in Circles for Kids
- 2-day advanced training in the unwinding Circle Energy

The TRC team is a group of thoughtful people who come to community circles with a clear understanding of our divides (racial, economic, ethnic, sexual) and a profound awareness of a need to address our heartbreaks in navigating toward healing. The team members are a combination of experienced, grounded people with a compassionate hearts. It is this combination of reality and vision that gives us hope.

BIOS



Shailly Agnihotri

Founder and Executive Director

Shailly Agnihotri spent more than 20 years as an attorney, and has developed an expertise in criminal justice through working as a prosecutor (Orleans Parish), teaching (Georgetown Law School) and as a public defender (New York City). She had the privilege of studying (as a Prettyman Fellow) with Professor William Greenhalgh whose love for the Constitution and the rights it affords the accused inspired her legal career. Shailly is devoting the next 20 years of her life to explore, develop and advocate for non-punitive responses to crime and punishment so that individuals and communities can restore and heal, even after criminal behavior. She is a trained facilitator in Restorative Practices and a Certified

Mediator. Shailly also completed advanced training in yoga and meditation teaching (500 RTA), and studied techniques of breath work, restorative yoga, yoga nidra, yin yoga and meditation. Shailly is grateful for the privilege of studying with Alan Finger, a Tantric mystic and the founder of ISHTA Yoga, whose teaching--of the necessity of the discipline of surrender that meditation brings to our life--inspires her deeply. Also an artist, Shailly has directed a documentary (Three Soldiers), published stories and has a play in development (Cosmic Dancer). She is grateful to be mentored by Bernard Kop-- a generous genius of British theatre. She is a mom of two amazing kids who never cease to dazzle her.



Alysia Mazzella

Program Administrator

Alysia Mazzella is a storyteller and visual artist. She lives and works in Newburgh, New York. Her creative storytelling revolves around human curiosity, obsession, and impermanence. She is a 2014 alumna of the Salt Institute of Documentary Studies and has studied communications, media, visual arts and advertising at SUNY Oneonta and SUNY Dutchess.

BIOS

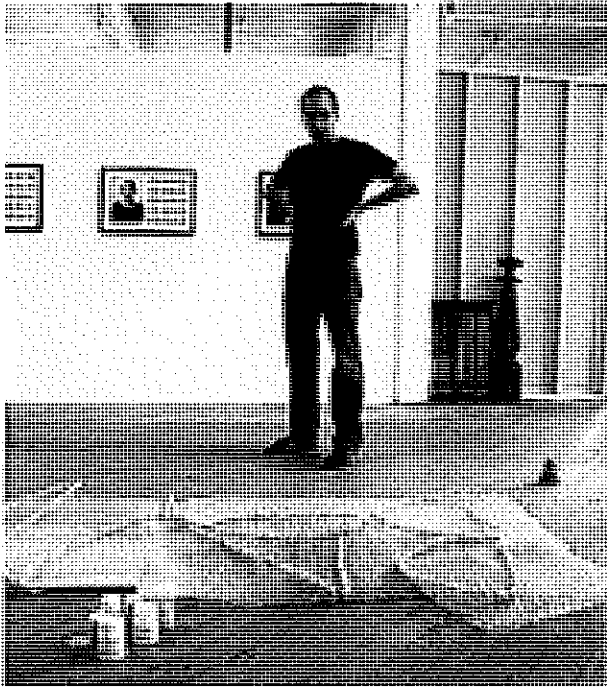


Tajuana Johnson

Board President

Tajuana Johnson is a 2007 graduate of the City of New York (CUNY) School of Law. Ms. Johnson is a Staff Attorney at the Legal Aid Society Criminal Defense Practice (Integrated Domestic Violence Division) in Manhattan, where she represents persons accused of domestic violence in both their criminal and family court cases. Prior to joining the Domestic Violence Unit, she worked in the Legal Aid Bronx Office in the Juvenile Rights Practice division. Tajuana received her B.A. in English Literature from Virginia Commonwealth

University and taught for the NYC Department of Education as a Special Education and High School English teacher. During her 3rd year at CUNY, Tajuana received an offer to clerk for the Hon. Miguel de la Cerrera in Passaic County, NJ. While at CUNY she was a part of the International Women's Human Rights Clinic, studied abroad in Capetown, South Africa, and was a Project Equity Fellow from 2004-2007.



John Delk

Program Team and Board Member

Newburgh, New York-based artist John Delk received an MFA from the School of the Art Institute Chicago in 2001 and has had exhibits in New York, San Francisco, Washington, DC, and Chicago. He is the recipient of a grant from the New York State Council on the Arts and currently serves on the board of the Foundation for Contemporary Arts.

August 3rd, 2015

In 2009, following a visit to DIA Beacon, I decided to drive across the bridge to see what was on the other side and was immediately taken by the place I discovered. Sometime later I brought the person I was dating to see it and after we'd been there for only a few hours, he announced: "I'm moving here with or without you." Six months later, in September of 2010, David and I packed up in Brooklyn and began our lives in Newburgh.

We moved into 86 Washington Street, a four-family townhouse, and rented an apartment while waiting for approval of a short sale. When the sale went through, we renovated the apartments and in January 2012 a mutual friend told Shailly about our building. She called, came to Newburgh the next day, immediately felt at home and rented an apartment on the spot. At that time, Shailly was a public defender in New York City. She remains a working playwright and has used her apartment as a place to write.

After three years in Newburgh and a sabbatical from her work as a trial lawyer, Shailly came to realize that the justice she was seeking for her clients as a public defender could not be found in the criminal justice system and turned her attention to the promise of restorative justice, traveling to research different models and approaches being used South Africa, Jamaica and other countries around the world. She gathered some of the most talented people from Newburgh and beyond and founded The Restorative Center in January of this year.

I have had the honor to participate in the formation and growth TRC in Newburgh. Over the past nine months and with the support of the Fullerton Center for Culture, local businesses and The Zion Church, TRC has taken hold in Newburgh and is rapidly growing, holding community circles and training facilitators in the Newburgh Model of restorative justice. Several months ago, we identified a boarded-up house on Liberty Street as uniquely suited to serve as a home for TRC due to its location in a park at the center of our city.

The restoration of 257 Liberty will, in and of itself, foster the building of community. Tapping both public and private funding sources, the project will also draw upon and be realized through the efforts of the individuals and communities it will serve.

I am pleased to apprise you of our work and hope that you will support TRC's effort to open a door to a safe place where Newburgh can come together, share wisdom, heal and grow.

John Delk
Board Member
The Restorative Center

**297 Grand St
Newburgh, NY 12550**

August 3, 2015

City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Restorative Center

To whom it may concern,

It has been my good fortune to observe and get to know The Restorative Center and its founder, Shailly Agnihotri, over the past year. I believe they are positive force in the community and am thrilled that they have chosen to concentrate their efforts on Newburgh.

I whole-heartedly support any form of cooperation that may be possible between the City and this group.

Sincerely,

Michael A. Green

City Council Members:

My name is Richard E. Rosencrans, Jr. I serve the City of Newburgh as the Historian on the Architectural Review Commission, serve as a Trustee of the Historical Society of Newburgh Bay & the Highlands, and serve as Treasurer of the Newburgh Landmarks Conservancy- a organization dedicated to restoring the city's most valued architecture. I also serve as Treasurer/Facility Coordinator for the Fullerton Center for Culture and History- an organization aimed at leveraging Newburgh's distinct attributes in those two categories toward sustainable job creation for city residents.

The Fullerton Center has had the distinct privilege of hosting Restorative Center workshops these past few months, so I have been able to participate in the program to obtain first-hand knowledge of how it functions. Part of it works off a communal conflict resolution method similar to the one taught to my classmates and me in Newburgh Free Academy's Peer Mediator Program. Another part of it works to bring enlightened accountability for crime prevention into homes through the process of healing families on a spiritual, emotional level. Thus, it operates within sociological parameters as an integral companion to scientific psychological trauma resolution.

Informed by participation and observation, I extend my support to The Restorative Center. I've carefully researched its core values and concepts, its structure and methodology. After examining what restorative justice entails and means in communities like Newburgh, and after studying the intricacies and abysmal results of our court/criminal justice system, I have determined that The Restorative Center is an excellent, necessary addition to our city.

If we listen to our ancestors' wisdom, we hear the adage, 'it takes a village to raise a child.' When we examine our children's quality of life and behavior, we see ours is a troubled, broken village. I speak not only of Newburgh or American society, but of the greater anthropological human village. The Restorative Center looks to foreign and domestic communities beleaguered as Newburgh has been since before I was born, to where the application of community based restorative justice is meeting with real success. And TRC is learning from those examples in clever fashion.

If the city of Newburgh is to address our debilitating issues in a holistic, successful manner, we must resolve the interconnected levels and facets of problematic behavior. In order to build a sustainable matrix for our future, we need to strengthen the ties that bind in our neighborhoods, and foster connections between ethnic groups that now call our city home. People often mention the word 'grassroots' in community revitalization talk. Take a minute to understand that image. I think it means children. The Restorative Center's ultimate goal, in my view, is to help parents manifest an improved community for their children. Some years back, an urban planner was brought in to assess this city. His report can be found in the Local History room at the Newburgh Free Library. He was blind, but even he could see with clarity that our real solution lies not in arranging streets, buildings, or commercial zoning. He saw the fact that we need to empower and protect our most valuable asset: our children.

Warm regards,
Richard E. Rosencrans, Jr.
Treasurer/Facility Coordinator
Fullerton Center for Culture & History
297 Grand Street
Newburgh NY 12550

In Support of TRC

I know The Restorative Center because: I know Shaully Agnihotri since Nov. 2012. We met during an event. As soon as she heard that I had just opened a new business on 14 Plank Road (the limit between Newburgh city & Newburgh town) she shows right away interest and support. She didn't hesitate to purchase a Pilates Package, even though, she wasn't living full time Newburgh. She became 1 of my first client in this new location and she would "come to" classes any time she would be around. Shaully is so enthusiastic and always see the positive in things. She recently introduced me to Lisa Knowles, a wonderful massage therapist who is now sharing space with me in our newest location located on 87 Liberty street in Newburgh.

I'd like to commend The Restorative Center for:

I would recommend meeting the wonderful person that Shaully is. I did not attend yet any circles but from what I understand, it can help individuals to learn about their own self in a group setting, which, in a community as Newburgh, would be really necessary. It might help to avoid blaming problems on others or maybe find the solution on each of us. Questioning ourselves about the negative and in the same time discover the positive to help build a healthy community together. Shaully is here to help the community of Newburgh.

Voilà!

Please feel free to contact me for any other inform

Name Angela PAUL-GAITO

Date July 2nd 2015

(Attach your business card.)

La Maison du Bien-Être
The Wellness House

HPG Pilates



www.apgpilates.vpweb.com
Angela Paul-Gaito
Pilates Instructor
917-403-313
angapilates@aol.com

87 Liberty street
Newburgh, NY 12550

IN SUPPORT OF TRC

I know The Restorative Center because:

I wanted to learn more about the process of using community circles and experience the process of how to unwind conflict and connect through story telling as a way of individual empowerment. I was fortunate enough to attend the 4 community circles hosted by AME Zion church of Newburgh Courtesy of Pastor Milton Stubs and be surrounded by many amazing and courageous individuals. I live and own a business, in the City of Newburgh, Newburgh Art Supply, a few blocks away from where it was being hosted and the "circles" were an incredible learning experience.

I'd like to commend The Restorative Center for:

any space they as a center need to bring forth their vision and healing of community. This year, 2015, the world has witnessed an unprecedented rise in the scale and number of humanitarian crises unfolding around the globe. Now more than ever, it is critically important to shore-up support for the progressive individuals and leaders involved with The Restorative Center. It is imperative that all concerned citizens continue to support programs that make us a bit more humane and more compassionate and having a Restorative Center in Newburgh will be highly supported by me.

At this juncture, and at a time of extraordinary levels of global and local need, we must continue to lead the global community by supporting The Restorative Center. I see the importance of the Restorative Center as a place where we can all Learn, Serve and Influence the world for the betterment of our community. Today, I am more certain than ever that if we continue to advance these values we can achieve one of the greatest moral aspirations ever imagined.

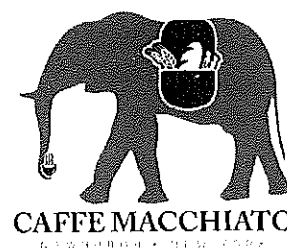
NAME: GERARDO CASTRO

Gerardo Castro

DATE: 7/15/2015



In Support of TRC



I know The Restorative Center because:

I have catered various events they have hosted. I am a cafe owner in Newburgh, NY. Snailly + Alysia are also customers at my establishment.

I'd like to commend The Restorative Center for:

Taking initiative to meet community members, taking the time to understand the needs we have. They embody patience, passion and innovation ☺

Please feel free to contact me for any other information.

Name CLAUDIO PANTOJA (845) 542 5215

Date 7/20/15

(Attach your business card.)

Why Circles?

Values and Guidelines

Values.

I am a gift. Me. A present. Given to this world by the people who raised me. Not just my single mother Ruth. But a gift from the group of people who come together, with the idea of giving me “a real chance at life.” Whatever that meant to them.

When I am being my best self, I am being what I have learned most from those people. The best of what they gave, shared, taught, loved, and maybe even beat into me. Those are my values. My experiences with my community created them in me. I am a gift.

The idea of creating a set of group values in a restorative justice circle resonates for me because it validates that gift. It allows me to share the best of myself, even if only aspirational, to a community of folks who have come together to get real about what’s wrong, on our own terms. In my ’hood, we like to call that “keeping it a buck.” The idea is that 100 (or a buck) is the standard by which we measure the best in ourselves. I am convinced that people coming together to harness that energy can always make change, no matter how small. And not some flower, “come to Jesus,” kumbaya kind of change. But the change we all need, on our own terms, in our own individual and collective ways. “Keep it a buck” is a clarion call in my community for showing your best self. And being my best me is ultimately about what I value.

So...when I sit down and participate in a restorative justice circle, and I am asked to express my aspirational values, I am contributing to the larger group values. The community of values that are born out of this process creates a reservoir of human values from which we, the folks in the circle, can all draw. It becomes our standard, owned and operated solely by us, to “keep it a buck.”

This process of writing down individual aspirational values at the onset of the circle is a means of establishing roots. It is a symbolic huddling of persons, no matter their differences, and identifying those things to which they hold fast to anchor us as we move through the process of finding a place to rest from conflict – together.

It reminds me of games we made up and played as children, growing up in New York City public housing. We didn’t have pretty green soccer fields, or baseball diamonds with neatly sketched bases labeled first, second, and third. We had tall buildings, often with dark staircases, and shoddy working elevators that could stall between floors with flickering lights. We didn’t have coaches, or teams, or supervision. But we made our own.

ORDINANCE NO.: 12 - 2015

OF

AUGUST 10, 2015

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

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

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

Code Section	Type of Fee	Amount
§ 266-19	Open Spaces Parks, Open Space and Minor Subdivisions	\$.105 cents per square foot of subdivided area
§ 266-22	Subdivision of lands fees	
	Lot line change and two-lot subdivision of parcel containing an existing residential structure	\$200.00
	Minor subdivision of four lots or fewer	\$200.00
	Major subdivision of five lots or more	\$200.00 plus \$50 per lot
	Cost of professional services required in subdivision review process:	
	On all applications for subdivision approval to the Planning Board, the applicant shall, in addition to any fees established pursuant to Chapter 266 and in addition to any fees established by Chapter 158 of this Code,	The sums of money deposited pursuant to this subsection shall be placed in an escrow account to cover such costs, which account shall be drawn

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Underlining denotes additions

pay the actual cost of the following services which may be reasonably required by the Planning Board in the processing of the application:

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

against in the course of the review of the particular application.

Initial deposit shall be \$500

Subsequent deposits shall be required as needed.

Any amount remaining in the account on completion of review shall be refunded.

Inspection of public improvements

4 3% of the value of bonded improvements

~~Recreation fee in lieu of land at the Planning Board's discretion~~

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

Public hearing

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

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

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

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

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

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

Inspections requested outside
normal business hours

\$150.00, plus reimbursement
of overtime costs

§ 300-10

On all applications for site plan approval, special use permit, zoning amendment, variance or other appeal to the Planning Board, or other reviewing board, the applicant shall, in addition to any fees established pursuant to Chapter 300 and in addition to any fees established by Chapter 158 of this Code, pay the actual cost of the following services which may be reasonably required by the Planning Board, or other reviewing board, in the processing of the application:

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

The sums of money deposited pursuant to this subsection shall be placed in an escrow account to cover such costs, which account shall be drawn against in the course of review of the particular application. The initial deposit shall be \$500.

Subsequent deposits shall be required as needed.

On completion of review, funds remaining in the account will be refunded to the applicant.

§ 300-4026

Architectural Review Commission

Application for certificate of appropriateness

With public hearing: \$100.00

Without public hearing or
Consent Agenda: \$25.00

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

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Underlining denotes additions

~~certificate of appropriateness~~ ————— ~~Free~~

Application for a certificate of appropriateness only in connection with the erection of a sign subject to a sign permit fee, provided that such sign is to be either a wall sign not exceeding 25 square feet of surface area or a projecting sign not exceeding nine square feet of area on one side

\$50.00

§ 300-70 Special Off-Street Parking Permit

Application fee: \$50.00

§ 300-88~~54~~ Planning Board

Site Plan application

Residential (4 or fewer dwelling units): ~~\$3~~ 200.00
Residential (5 or more dwelling units): ~~\$3~~ 200.00, plus ~~\$150~~ 100 per unit

Commercial: \$1,000.00 plus ~~\$2~~ 100.00 per 1,000 square feet of floor area

Inspection of public improvements

~~4~~ 2% of the approved estimated dwelling units): ~~\$3~~ 200.00

§ 300-89~~0~~ Recreation fee in lieu of land

As determined by the the Planning Board

§ 300-55~~44~~ Swimming or bathing pool permit

\$50

§ 300-102~~36~~ Planning Board

Special use permit application

Residential: \$150.00
Commercial: \$250.00

Transcript of proceedings

\$3.00 per page

Assessor's public hearing notification list

\$50.00

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§ 300-116

Zoning Board of Appeals

Application for variances and
requests for interpretation

Residential: \$150.00
Commercial: \$250.00

Transcript of proceedings

\$3.00 per page

Assessor's public hearing notification list

\$50.00

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

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

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

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

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

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Underlining denotes additions

~~{1} — Residential subdivision: \$500.00~~

~~{2} — Commercial subdivision: \$1,000.00~~

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

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

~~{5} — State Environmental Quality Review Act (SEQRA):~~

~~{a} — Long environmental assessment form: \$1,000.00~~

~~————— {b} — Environmental impact statement: \$7,500.00~~

~~{c} — Inspection fee for subdivision: 4% of amount of performance bond.~~

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

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

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

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

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

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

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

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

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

Rezoning fees

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

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

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

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

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

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

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

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

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

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Underlining denotes additions

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

- (10) ~~All vouchers submitted by professional consultants shall be reviewed and audited by City officials in the same manner as all other charges. The City shall approve payment of only such fees as are reasonable in amount and are necessarily incurred by the City in connection with the review. A fee shall be considered reasonable in amount if it bears a reasonable relationship to fees prevailing in the surrounding geographical area for similar services in similar projects. In determining similarity of services and projects, the City may consider the size of the project and installations, the topography, soil conditions, drainage conditions, surface water conditions, other site constraints, the nature of the improvements to be installed or constructed, the nature of the planning, landscaping, engineering or legal issues arising in the factual context of the application. In determining whether the fees were necessarily incurred, the City may consider, in addition to the factors listed above, the nature of the materials provided by the applicant, the manner in which the service relates to the issues which must be decided by the City in reviewing the application, whether the service provided reasonably assists the City Council in performing a function required by law or regulation and such other factors as may be relevant in the factual context of the application. Records shall be maintained showing all amounts deposited, and all amounts paid from the escrow account and all bills and vouchers submitted by the City professional consultants. The applicant shall in no case be billed for more than the City has actually expended for consultant review fees, and review fees attributable to environmental reviews under the State Environmental Quality Review Act (SEQR) shall in no event exceed the maximum amounts to be charged pursuant to the SEQR regulations.~~
- (11) ~~Within 30 days of receiving any voucher for professional consultant fees, whether it has yet been paid or not, an applicant may file a written request to the City Council seeking review of the charges therein to determine whether such fees are reasonable in amount and are necessarily incurred by the City in connection with the review, under the standards set forth in this section.~~
- (12) ~~When the balance in such escrow account is reduced to 40% of the initial deposit, the applicant shall replenish the amount of the escrow account to the original amount or such reduced amount as the reviewing Council shall determine appropriate. If the applicant for a zoning amendment or rezoning fails to make the escrow deposit, or fails to promptly replenish the amount in the escrow account within 15 days of the City's request, professional reviews shall not begin or continue, as the case may be, until such time as the escrow account is funded or replenished. The reviewing Council may also consider an application abandoned if nonpayment of escrow fees continues for more than two months, and the reviewing Council may deny an application based upon such abandonment.~~

- (13) ~~In the event that any approval is granted and professional review fees remain to be paid, the reviewing Council shall not take any further administrative action in furtherance of the approval until sufficient provision is made for the payment of these fees. For example, no rezoning amendment at the request of the applicant shall be forwarded for filing with the Secretary of State until the City Comptroller has certified in writing to the City Clerk that all professional review fees actually incurred to date have been fully paid and/or reimbursed, and that sufficient escrow amounts remain to cover any professional review costs which will be incurred thereafter until the conclusion of the matter.~~
- (14) ~~Issuance of building permits and certificates of occupancy. No building permits or certificate of occupancy or use shall be issued unless all professional review fees charged in connection with the project have been paid and reimbursed.~~
- (15) ~~Any balance remaining in the escrow account shall be refunded within a reasonable time upon the applicant's request, upon completion of the project, or upon withdrawal of an application, after all fees already incurred by the City are first paid and deducted from the escrow account.~~
- (16) ~~In the event the applicant fails to reimburse to the City funds expended to consultants as provided herein, the City may seek recovery of billed and unpaid fees by bringing an action venued in a court of appropriate jurisdiction, and the applicant shall pay the City's reasonable attorney fees in prosecuting such action in addition to any judgment.~~

Section 2. This Ordinance shall take effect immediately.

RESOLUTION NO.: 203 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

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

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

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

RESOLUTION NO.: 204 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 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 November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

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

RESOLUTION NO.: 205 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO.: 206 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 474 FIRST STREET (SECTION 20, BLOCK 1, LOT 26)
AT PRIVATE SALE TO KEBREAU NAZAIRE FOR THE AMOUNT OF \$4,000.00

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

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

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

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

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

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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
474 First Street	20 - 1 - 26	Kebreau Nazaire	\$4,000.00

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

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

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 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. 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 November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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 ten (10) 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.: 207 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale

251 First Street, City of Newburgh (29-3-6)

253 First Street, City of Newburgh (29-3-5)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid 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. 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 November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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 ten (10) 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.: 208 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid 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 properties shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
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 properties and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
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 November 13, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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.: 209 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

WHEREAS, such access to 151 Liberty Street requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Philippe Pierre and his contracted agents to allow access to 151 Liberty Street for the purposes of accessing 96 Broadway and performing certain predevelopment activities.

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

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and fifteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and PHILIPPE PIERRE, having an address of _____, and his consultants and contractors as "LICENSEE";

WITNESSETH THAT:

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

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

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

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

Second: Licensee agrees undertake ingress and egress to 96 Broadway and to perform predevelopment and redevelopment work and tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

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

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

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

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

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

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.

PHILIPPE PIERRE

LICENSEE

By: _____

RESOLUTION NO.: 210-2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

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

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

RESOLUTION NO.: 211 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

WHEREAS, this Council has reviewed the attached agreement and finds that the execution of the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with the Newburgh Enlarged City School District, in substantially the same form as annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, to provide police services in connection with the Community Resource Officer Program for the 2015-2016 school year for compensation paid by the District to the City of Newburgh in the amount of One Hundred Thousand (\$100,000.00) Dollars.

COMMUNITY RESOURCE OFFICER AGREEMENT

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

Newburgh Free Academy – Robert Pedrick

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

8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.
9. It is understood and agreed that, should a CRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent in excess of five school days, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the

affected building.

10. It is understood and agreed that the CROs to be appointed by the City of Newburgh Police Department shall have the following qualifications:
 - (a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;
 - (b) The CRO shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations;
 - (c) The CRO shall be capable of conducting in depth criminal investigations;
 - (d) The CRO shall possess an even temperament and set a good example for students;
 - (e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

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

11. The following are the duties of the CRO:
 - (a) Consult with and coordinate activities as requested by a school's principal.
 - (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.
 - (c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
 - (d) Encourage group discussions about law enforcement with students, faculty and parents;
 - (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary

infractions that do not constitute violations of law;

- (f) Attend meetings with parents and faculty groups to solicit their support and understanding of the CRO school program and to promote awareness of law enforcement functions;
- (g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;
- (h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
- (i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;
- (j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;
- (k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;
- (l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;
- (m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;

- (n) The CRO shall patrol and maintain a safe corridor within ½ mile radius directly surrounding the school to which he or she is assigned, including, but not limited to, other school buildings within that radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.
12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.
13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log by the school. The CRO shall sign out at the end of each work day using the same log.
14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.
15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police officer. The CRO is authorized to carry a service weapon on school grounds.
17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.
18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of \$1,000,000 and agrees to indemnify and hold harmless the School Board

and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the CRO or the CRO Program.

19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of \$100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of \$10,000 per month from September 1, 2015 – June 30, 2016 commencing within thirty (30) days of ratification of this agreement by all parties.
20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2016.

BOARD OF EDUCATION OF THE NEWBURGH
ENLARGED CITY SCHOOL DISTRICT

Dr. Roberto Padilla
SUPERINTENDENT OF SCHOOLS

CITY BOARD OF THE CITY OF NEWBURGH

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

Document Title: _____

Approved as to Form:

MICHELLE KELSON
Corporation Counsel
Per Res. No. _____

DATE

JOHN J. ABER
City Comptroller
Per Res. No. _____

DATE

RESOLUTION NO.: 212 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

WHEREAS, this Council has determined that such grant is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from FoxFury Lighting Solutions to obtain firefighting equipment in an amount not to exceed \$21,500.00 with no City match; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 213 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

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

RESOLUTION NO.: 214 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the New York State Division of Criminal Justice Services for the SFY 2015-2016 New York State Senate Initiative for a total grant amount of \$75,000.00 with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 215 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

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

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

RESOLUTION NO.: 216 - 2015

OF

SEPTEMBER 14, 2015

RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$12,000.00 FROM GENERAL FUND CONTINGENCY
TO ENGINEERING - REPAIRS/OTHER EQUIPMENT
TO FUND PHASE II OF THE SHORING EXPENSES FOR CITY HALL

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

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$12,000.00	
A.1440.0443 Engineering Repairs/Other Equipment		\$12,000.00
TOTALS:	\$12,000.00	\$12,000.00

RESOLUTION NO.: 217 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Barton & Loguidice, P.C. be and is hereby authorized to apply for a planning grant through the Consolidated Funding Application process in an amount not to exceed Thirty Thousand (\$30,000.00) Dollars; and

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

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

BE IT FURTHER RESOLVED, that the City of Newburgh authorizes and appropriates a minimum of a 20% local match as required by the Engineering Planning Grant Program for the Sanitary Sewer Illicit Discharge Identification Study Project. Under the Engineering Planning Grant Program, this local match must be at least 20% of the total project cost. The maximum local share appropriated subject to any changes agreed to by the City Manager shall not exceed \$6,000.00 based upon a total estimated maximum project cost of \$30,000.00. The City Manager may increase this local match through the use of in kind services without further approval from the City.

RESOLUTION NO.: 218 - 2015

OF

SEPTEMBER 14, 2015

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

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

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

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

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

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

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

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

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

LOCAL LAW NO.: _____ - 2015

OF

SEPTEMBER 14, 2015

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

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

SECTION 1 - TITLE

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

SECTION 2 - PURPOSE AND INTENT

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

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

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

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

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

SECTION 3 - AMENDMENT

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

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

§ 34-1 Purpose.

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

§ 34-2 Definitions.

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

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

CODE – means this code of ethics.

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

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

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

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

§ 34.3 Applicability.

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

§ 34.4 Prohibition on use of municipal position for personal or private gain.

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

§ 34.4.1 Disclosure of interest in legislation and other matters.

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

§ 344.2 Recusal and abstention.

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

§ 344.3 Prohibition inapplicable; disclosure, recusal and abstention not required.

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

§ 34-4.4 Investments in conflict with official duties.

- A. No municipal officer or employee may acquire the following investments:
1. investments that can be reasonably expected to require more than sporadic recusal and abstention under section 34-4.2 of this code; or
 2. investments that would otherwise impair the person's independence of judgment in the exercise or performance of his or her official powers and duties.
- B. This section does not prohibit a municipal officer or employee from acquiring any other investments or the following assets:
1. real property located within the municipality and used as his or her personal residence;
 2. less than five percent of the stock of a publicly traded corporation; or
 3. bonds or notes issued by the municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

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

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

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

§ 34-4.6 Future employment.

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

- C. No municipal officer or employee, at any time after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which he or she personally and substantially participated while serving as a municipal officer or employee.

§ 344.7 Personal representations and claims permitted.

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

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

§ 344.8 Use of municipal resources.

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

§ 344.9 Interests in Contracts.

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

§ 344.10 Nepotism.

Except as otherwise required by law:

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

§ 344.11 Political Solicitations.

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

§ 344.12 Confidential Information.

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

§ 344.13 Gifts.

- A. No municipal officer or employee shall directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could be reasonably inferred that the gift was intended to influence him or her, or could reasonably be expected to influence him or her, in the performance of his or her official duties or was intended as a reward for any official action on his or her part.
- B.
 - 1. A gift to a municipal officer or employee is presumed to be intended to influence the exercise or performance of his or her official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.
 - 2. A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained municipal action involving the exercise of discretion by or with the participation of the officer or employee during the preceding twelve months.

- C. This section does not prohibit any other gift, including:
1. gifts made to the municipality;
 2. gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift;
 3. gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary;
 4. unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;
 5. awards and plaques having a value of seventy-five dollars or less which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community; or
 6. meals and refreshments provided when a municipal officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

§ 345 Board of Ethics.

- A. There is hereby established a board of ethics for the municipality. The board of ethics shall consist of five members, a majority of whom shall not be officers or employees of the municipality, but at least one of whom must be a municipal officer or employee. The members of such board of ethics shall be appointed by the City Council of the City of Newburgh.
- B. The board of ethics, as constituted at the time of the enactment of this chapter, shall continue in existence. The term of office of each member shall be five years, and the term shall continue until a successor shall be appointed. If a vacancy shall occur other than by expiration of the term, it shall be filled in the same manner as the predecessor appointment to complete the unexpired term.
- C. A chairperson of the board of ethics shall be selected by a majority vote of the members of the board of ethics.
- D. The board of ethics shall serve at the pleasure of the City Council. The body shall receive no salary or compensation for their services as members of the board of ethics.
- E. No member shall hold the office of Chair, First Vice Chair, Second Vice Chair, Secretary or Treasurer, or Sergeant at Arms in a federal, state or Orange County political party. No more than four members shall be of the same enrolled political party affiliation at the time of their appointment.
- F. Powers and duties of the board of ethics. The board of ethics shall have the following powers and duties:

1. The board of ethics shall render advisory opinions to the officers and employees of the City of Newburgh with respect to article 18 of the General Municipal Law and this code. Such advisory opinions must be rendered pursuant to the written request of any member of the general public, any officer or employee of the City of Newburgh or any member of the board of ethics in accordance with the following procedures:
 - a. the complaint must be submitted on a form as prescribed by the board of ethics which shall be available at the Office of the City Clerk and on the City of Newburgh website. The board of ethics shall not consider any complaint form which is incomplete;
 - b. the complaint must be signed by the complainant and include a current, valid address of the complainant;
 - c. the complaint shall be mailed to the board of ethics or to Newburgh City Hall, or submitted to the Office of the City Clerk, for filing with the board of ethics;
 - d. written receipt of complaints shall be acknowledged within sixty days of receipt of the complaint;
 - e. all complaints shall be kept in the confidential records of the board of ethics;
 - f. no meeting or proceeding or hearing of the board of ethics concerning a possible violation of this chapter shall be open to the public, except upon the written request of the officer of the city or employee, or as required by the provisions of article 7 of the Public Officers Law or by some other state or federal law or regulation;
 - g. the board of ethics shall render an advisory opinion on all complaints;
 - h. should the board of ethics determine there appears to be merit or probable cause in the complaint, it shall send a written invitation to the officer or employee in question to appear at a private meeting of the board to explain the issue in dispute. The invitation shall contain a statement of the facts upon which the board of ethics has relied for its determination of probable cause and a statement of the provisions of law allegedly violated. Such city officer or employee shall have a reasonable time to respond either orally or in writing and shall have the right to be represented by counsel or any other person;
 - i. if, after consideration of the response of the officer or employee, the board of ethics determines that there remains probable cause to believe that a violation has occurred, the board of ethics shall hold or direct a hearing to be held on the record to determine whether such violation has occurred or refer the matter to the appropriate department or appointing authority if the city officer or employee is subject to the jurisdiction of any state law or collective bargaining agreement which provides for conduct of disciplinary proceedings. When such matter is referred to such department or appointing authority, the department or appointing authority shall consult with the board before issuing a final decision;
 - j. if the board of ethics determines, after a hearing or the opportunity for a hearing, that a city officer or employee has violated this local law, it shall, after

consultation with the head of the department or appointing authority for the officer or employee, issue an advisory opinion recommending such penalties as provided for by this local law as it deems appropriate to the head of the department or appointing authority. The advisory opinion shall include findings of fact and conclusions of law. When a penalty is recommended, the head of the department or the appointing authority shall report to the board of ethics what action was taken;

- k. the findings, conclusions, advisory opinions and recommendations of the board of ethics shall be made public if it is determined that the person who was the subject of the hearing knowingly violated this local law or that it is unreasonable that such person did not know of such violation;
 - l. the board of ethics shall maintain an index of all persons found to be in violation of this local law by name, office and date of order. The index and the determination of probable cause and orders in such cases shall be made available for public inspection and copying;
 - m. nothing contained in this section shall prohibit the appointing authority of a city officer or employee from terminating or otherwise disciplining such city officer or employee, where such appointing authority is otherwise authorized to do so; provided, however, that such an action by the appointing officer shall not preclude the board from exercising its powers and duties under this local law with respect to actions of any city officer or employee.
- 2. The board of ethics shall have the advice of legal counsel employed by the board, or if none, the municipality's legal counsel.
 - 3. The board of ethics may make recommendations with respect to the drafting and adoption of a code of ethics, or amendments thereto, upon the request of the City of Newburgh.
 - 4. The board of ethics may accept from the general public or any of its own members or any City officer or employee a complaint or allegation of a violation of this Chapter by a City officer or employee.
 - 5. The board of ethics shall have the power to issue subpoenas and require the appearances of witnesses to testify under oath and to require the production of books and records and other physical evidence; and following which and as part thereof, make recommendations to the City Council, City Manager, Corporation Counsel and/or other appropriate public officer or agency as to such further action, discipline or other measures as the Board deems fitting and proper.
 - 6. The board of ethics shall receive and serve as the reviewing agency of all annual letters of disclosure filed by such City officers, officials and employees as are required to do so by this chapter. Following the review of such and any further action or investigation arising therefrom, the board of ethics shall then convey all such original annual letters of disclosure to the City Clerk whose office shall be the official repository thereof.

7. The board of ethics shall receive and approve for good cause shown or reasonably deny any application for an extension of time to file the annual letter of disclosure required by this chapter. Such approval or denial shall be based upon a full and fair consideration of the application and the relevant facts and circumstances. The board of ethics shall provide such applicant with the written decision of the board of ethics and the basis thereof.

§ 34-6 Posting and distribution.

- A. The City of Newburgh City Manager must promptly cause a copy of this code, and a copy of any amendment to this code, to be posted publicly and conspicuously in each building under the municipality's control. The code must be posted within ten days following the date on which the code takes effect. An amendment to the code must be posted within ten days following the date on which the amendment takes effect.
- B. The City Manager must promptly cause a copy of this code, including any amendments to the code, to be distributed to every person who is or becomes an officer and employee of the City of Newburgh.
- C. Every municipal officer or employee who receives a copy of this code or an amendment to the code must acknowledge such receipt in writing. Such acknowledgments must be filed with the City Clerk who must maintain such acknowledgments as a public record.
- D. The failure to post this code or an amendment to the code does not affect either the applicability or enforceability of the code or the amendment. The failure of a municipal officer or employee to receive a copy of this code of ethics or an amendment to the code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the code or amendment to the code.

§ 34-7 Enforcement.

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

§ 34-8 Severability.

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

SECTION 4 - VALIDITY

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

SECTION 5 - EFFECTIVE DATE

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

ORDINANCE NO.: _____ - 2015

OF

_____, 2015

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

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

SECTION 1. Article 1. Littering and Dumping

§183-2. Penalties for littering and dumping.

B. Any person found to be in violation of §183-1 or other section of Article I of this Chapter shall be guilty, upon conviction, of an offense punishable by a fine of not less than \$500 nor more than \$1000 or by imprisonment for a period not exceeding 15 days, or both such fine and imprisonment. The imposition of one penalty for any violation of Chapter 183 of the Code of Ordinances of the City of Newburgh unless otherwise specified shall not excuse the offense or permit it to continue, and all such persons shall be required to correct or remedy such violation or defects. Each day that prohibited conditions or actions exist or continue shall constitute a separate offense hereunder.

SECTION 2. This ordinance shall take effect on DATE.

~~Strikethrough~~ denotes deletions
Underlining denotes additions