



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 7, 2016
6:00 PM

Council Meeting Presentations

1. City of Newburgh Proclamation

A City of Newburgh Proclamation will be presented at Monday's Council Meeting to proclaim January 2016 as National Native American Heritage Month.

Department of Public Works/ Departamento de Obras Públicas

2. Resolution to enter Shared Services Agreement with NYS DOT

A resolution authorizing the city manager to execute an agreement with the New York State Department of Transportation to share materials and equipment to assist in the maintenance of state and municipal roads. (Michael Ciaravino)

Engineering/Ingeniería

3. MLK Blvd & Colden Street Traffic Signal Change Order

A resolution to authorize the execution of a change order reducing the cost of the contract with Ray S. Pantel, Inc. by \$35,000.00 in connection with the installation of a traffic signal for the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard. (Chad Wade)

Una resolución para autorizar la ejecución de un cambio de orden reduciendo el costo del contrato con Rey S. Pantel, Inc. por \$35,000 en conexión con la instalación del signo de tráfico en la intersección de la calle Colden/calle Fourth y el Boulevard del Rev. Martin Luther King Jr.

4. Water Tank Rehabilitation and Reconstruction Project Funding Increase

Resolution authorizing an increase to the total project budget for the Brady, Ellis and Marne Avenue Water Tank Repair and Replacement Project. (Chad Wade)

Planning and Economic Development/Planificación y Desarrollo Económico

5. Purchase of 15 Liberty Street

A resolution to authorize the conveyance of real property known as 15 Liberty Street (Section 45, Block 5, Lot 15) at private sale to John Bonhomme, Jr. and John Bonhomme, Sr. for the amount of \$28,000. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 15 de la calle Liberty (Sección 45 Bloque 5, Lote 15) en una venta privada a John Bonhomme, Jr. Y John Bonhomme, Sr. por la cantidad de \$28,000. (Deirdre Glenn)

6. Purchase of 246 First Street

A resolution to authorize the conveyance of real property known as 246 First Street (Section 22, Block 5, Lot 26) at private sale to Liban Adde for the amount of \$14,978. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 246 de la calle First (Sección 22, Bloque 5, Lote 26) en una venta privada a Liban Adde por la cantidad de \$14,978.00 (Deirdre Glenn)

7. TD Bank Non-Profit Training Resource Fund

A resolution of the City Council of the City of Newburgh authorizing the City Manager to apply for and accept if awarded a TD Bank Non-Profit Training Resource Fund Grant in the amount of \$1,000.00 to cover the registration fee for participation in the Hudson Valley Pattern for Progress 2016 Community Builders Program. (Deirdre Glenn)

Una resolución del Concejal de la Ciudad de Newburgh autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una beca sin fines de lucro del Fondo de Recursos de Entrenamiento de TD- Bank por la cantidad de \$1,000.00, para cubrir el costo de registración por participar en el Programa de Modelo del Progreso de Constructores de la Comunidad 2016. (Dierdre Glenn)

8. Purchase of 205 Broadway

A resolution to authorize the conveyance of real property known as 205 Broadway (Section 35, Block 2, Lot 19) at private sale to Wei Lou for the amount of \$45,000. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 205 de Broadway (Sección 35 Bloque 2, Lote 19) en una venta privada a Wei Lou por la cantidad de \$45.000.00 (Deirdre Glenn)

9. Purchase of 87 Carson Avenue

A resolution to authorize the conveyance of real property known as 87 Carson Avenue (Section 45, Block 8, Lot 10) at private sale to Daniel Green for the amount of \$6,700.00. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 87 de la avenida Carson (Sección 45, Bloque 8, Lote 10) en una venta privada a Daniel Green por la cantidad de \$6,700.00. (Deirdre Glenn)

10. Purchase of 86 Carson Avenue

A resolution to authorize the conveyance of real property known as 86 Carson Avenue (Section 45, Block 12, Lot 19) at private sale to Daniel Green for the amount of \$6,700.00. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 86 de la avenida Carson (Sección 45, Bloque 12, Lote 19) en una venta privada a Daniel Green por la cantidad de \$6,700.00. (Deirdre Glenn)

11. Purchase of 232 South William Street

A resolution to authorize the conveyance of real property known as 232 South William Street (Section 28, Block 4, Lot 54) at private sale to Virgilia Sagastume for the amount of \$15,000. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 232 del Sur de William (Sección 28 Bloque 4, Lote 54) en una venta privada a Virginia Sagastume por la cantidad de \$15,000.00 (Deirdre Glenn)

12. Transfer of Funds to Cover Outstanding Contract with Landmark Archaeology for Broadway Street School

Resolution amending Resolution No: 300-2015, the 2016 budget for the City of Newburgh, New York to transfer \$22,613.14 from General Fund Contingency to Planning and Development – other services to complete the post-field report for the Broadway School/Courthouse Project. (Deirdre Glenn & John Aber)

Resolución enmendando resolución número 300-2015, del Presupuesto de la Ciudad de Newburgh, Nueva York del 2016 para transferir \$22,613.14 de Fondos Generales Imprevistos a Desarrollo y Planificación- otros servicios para completar el reporte pos campo para el Proyecto de la Corte/Escuela de Broadway. (Deirdre Glenn & John Aber)

13. Purchase of 285 Grand St, 285 Grand St Rear & 283 Grand St Rear

A resolution to authorize the conveyance of real property known as 285 Grand street (Section 10, Block 1, Lot 10), 285 Grand Street rear (Section 10, Block 1, Lot 11) and 283 Grand street rear (Section 10, Block 1, Lot 13) at private sale to Michael Lebron D/B/A Dwellstead for the amount of \$3,000.00. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 285 de la calle Grand (Sección 10, Bloque 1, Lote 10), parte trasera del 285 de la calle Grand (Sección 10, Bloque 1, Lote 11) y la parte trasera del 283 de

la calle Grand(Seccion 10, Bloque 1, Lote 13) en una venta privada a Michael Lebron (que opera como Dwellstead) por la cantidad de \$3,000.00. (Deirdre Glenn)

14. Purchase of 194 Dubois Street

A resolution to authorize the conveyance of real property known as 194 Dubois Street (Section 11, Block 1, Lot 27) at private sale to Jawara Herring for the amount of \$500.00. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 194 de la calle Dubois (Sección 11 Bloque 1, Lote 27) en una venta privada a Jawara Herring por la cantidad de \$500.00 (Deirdre Glenn)

15. Purchase of 37 Hasbrouck Street

A resolution to authorize the conveyance of real property known as 37 Hasbrouck Street (Section 38, Block 4, Lot 17) at private sale to Michael Connors and Suzanne Timmer D/B/A Balanced Builders, Inc. for the amount of \$20,000. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 37 de la calle Hasbrouck (Sección 38, Bloque 4, Lote 17) en una venta privada a Michael Connors y Suzanne Timmer (que opera como Balanced Builders, Inc.) por la cantidad de \$20,000.00. (Deirdre Glenn)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

16. Application FEMA AFG FY2015 Training Equipment

A resolution authorizing the City Manager to apply for and accept if awarded a grant available under the fiscal year 2015 FEMA assistance to firefighters grant program to provide support for the purchase of training equipment for the City of Newburgh Fire Department. (Chief Michael Vatter)

Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una beca disponible bajo la ayuda de FEMA para el programa de becas de Bomberos en el año fiscal 2015 que proveerá apoyo en la compra de equipo de entrenamiento para el Departamento de Bomberos de la Ciudad de Newburgh.

Discussion Items/Temas de Discusión

17. Resolution to Request Reform of NYS Public Education Funding

A Resolution of the City Council of the City of Newburgh to Request the Reform of New York State Public Education Funding. (Michelle Kelson)

Una resolución del Concejal de la Ciudad de Newburgh solicitando la Reforma del Estado de Nueva York del Fondo de Educación Pública.

(Michelle Kelson)

18. 2016 Council Rules & Order of Procedure

A resolution adopting rules of order and procedure for the Council of the City of Newburgh for the year 2016. (Michelle Kelson)

Una resolución adoptando las reglas de orden y procedimiento por el Concejal de la Ciudad de Newburgh para el año 2016.

19. Towing of Vehicles/Remolcando vehículos

Executive Session/ Sesión Ejecutiva

20. Pending Litigation



City of Newburgh

Proclamation

National Native American Heritage Month

January 2016

Long before Europeans settled here, the indigenous people of North America protected and celebrated the great natural beauty of the Hudson Valley; and they continue to enrich our history with vibrant cultures and traditions. Despite great hardships, Native Americans have contributed immeasurably to our nation and the world, as scholars, business people, artists, and leaders in government and the private sector; and to this day, Native Americans continue to serve with distinction in the Armed Forces, protecting our freedoms.

As we celebrate the contributions and heritage of our residents of Native American descent, let us recommit our support as they work for better lives for themselves, their Families, and future generations. Therefore, I, Judith L, Kennedy, Mayor of the City of Newburgh Do hereby proclaim January 2016 as Native American Heritage Month In the City of Newburgh, NY

Judith L. Kennedy, Mayor

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

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

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



Department of Transportation

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

TODD WESTHUIS, P.E.
Acting Regional Director

December 14, 2015

Michael G. Ciaravino
City Manager
City Hall
83 Broadway
Newburgh, NY 12550

Dear Michael Ciaravino,

I've been asked to progress a Shared Services Agreement between NYSDOT and your agency to facilitate disaster assistance as the need arises. This agreement would allow us to share resources during an event that does not warrant or in the absence of a Governor's Emergency Declaration.

Attached please find a Shared Service agreement for your review. If you're interested in participating in this agreement, please sign, date, and return to my office.

If you'd like to discuss this further, or if you're not interested in participating, please give me a call.

Thank you.

A handwritten signature in blue ink, appearing to read "Shahid Quadri", with a long horizontal flourish extending to the right.

Shahid Quadri, PE
New York State Department of Transportation
Resident Engineer – Orange County East
112 Dickson Street
Newburgh, NY 12550
(845)562-4020

SCHEDULE A

NYSDOT

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

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

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

Total NYSDOT Cost/Value: _Not to exceed \$10,000._____

MUNICIPALITY

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

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

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

Total MUNICIPALITY Cost/Value: _Not to exceed \$10,000._____

SHARED SERVICES AGREEMENT
Between
NYSDOT and _____

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

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

NYSDOT – Region 2

MUNICIPALITY

City of Newburgh

By: Shahid Qaderi Date: 12/14/15 By: _____ Date: _____
Resident Engineer – East Orange County _____ Highway Superintendent

NYSDOT – Region _____

By: _____ Date: _____
Regional Director of Operations

Approved as to form:

MICHELLE KELSON
Corporation Counsel

DATE

JOHN J. ABER
City Comptroller

DATE

SHARED SERVICES AGREEMENT
Between
NYSDOT and _____

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

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.
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NYSDOT – Region ____

MUNICIPALITY

By: _____ Date: _____
Resident Engineer – _____ County

By: _____ Date: _____
_____ Highway Superintendent

NYSDOT – Region ____

By: _____ Date: _____
Regional Director of Operations

SCHEDULE A

NYSDOT

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

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

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

Total NYSDOT Cost/Value: _Not to exceed \$10,000._____

MUNICIPALITY

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

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

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

Total MUNICIPALITY Cost/Value: _Not to exceed \$10,000._____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

DATE

JOHN J. ABER
City Comptroller

DATE

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

WHEREAS, this Council finds that authorizing the City Manager to execute the change order annexed hereto is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a change order to the contract with Ray S. Pantel, Inc. for the installation of the traffic signal at the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King, Jr. Boulevard in the City of Newburgh for a cost reduction in the amount of \$35,000.00.

From: Michael Hurtt

LETTER OF TRANSMITTAL



Date: 12/22/15

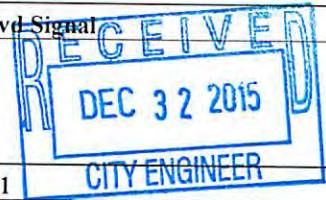
14 digit CHA project #: 26876

3 Winners Circle
Albany, NY 12205

Project Name: MLK Blvd Signal

Client Project No.:

RE: Change Order No. 1



To: City of Newburgh

83 Broadway

Newburgh, NY 12550

Attention: Jason Morris

We Are Transmitting to You:

☐ Under Separate Cover VIA _____

☒ Attached

☐ Plans

☐ Approval of Subcontractor

☐ Copy of Letter

☐ Specifications

☐ Order on Contract

☐ Photographs

☐ Report

☐ Original Drawings

☐ Proposal

☐ Form _____

☒ Other Change Order No. 1

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

These are Transmitted as Noted Below:

☐ For Approval

☐ Approved as Submitted

☐ Resubmit _____ Copies for Approval

☐ For Information

☐ Approved as Noted

☐ Resubmit _____ Copies for Distribution

☒ For Action

☐ For Corrections

☐ Return _____ Corrected Prints

☐ As Requested

☐ For Review and Comments

☐ _____

Remarks:

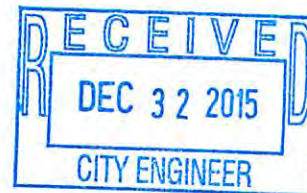
Jason...please sign all 4 copies and return 3 to my attention (or I can pick up when I meet with you on the 29th. Thank you

Copies To

(Signature)

By: Michael Hurtt

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



December 14, 2015

Mr. Ray Pantel
Ray S. Pantel, Inc.
71-73 Wisner Avenue
Middletown, NY 10940

**RE: Rev. Dr. Martin Luther King Jr. Boulevard & Colden Street/
4th Street Traffic Signal Installation - City of Newburgh, Orange County
CHA File: 26876**

CHANGE ORDER No. 1

Dear Mr. Pantel:

This Change Order Letter is issued to adjust the Contract Value for the subject project based on work items not used in this contract.

Original Contract Value: \$298,500.00


Items to be removed:

Item 18 – Striping (\$5,000.00)

Item 19 – Allowance (\$30,000.00)

Adjusted Contract Value: \$263,500.00

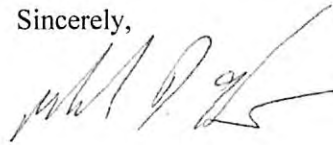
Please sign where indicated to confirm your agreement with this contract value change and return to my attention to be processed by the City.


Ray Pantel, Pantel Electric
Jason Morris, City Engineer

It is anticipated that at the end of the 30-day period for successful traffic signal operation (on or about January 8, 2016), and following verification that all punch list items have been addressed to the satisfaction of the City, a final payment application can be submitted and processed with the City.

Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Hurtt", with a stylized flourish at the end.

Michael D. Hurtt, P.E.
Manager, Construction Engineering Services

MDH/

Cc: Jason Morris (City of Newburgh)

Lee Ecker, CHA

V:\Projects\ANY\K3\26876\Corres\26876L10 Change Order 1.doc

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

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

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

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

[illegible]

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

WHEREAS, the City of Newburgh desires to sell 15 Liberty Street, being more accurately described as Section 45, Block 5, Lot 15, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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15 Liberty Street	45 – 5 – 15	John Bonhomme, Jr. John Bonhomme, Sr.	\$25,000.00
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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

15 Liberty Street, City of Newburgh (45-5-15)

STANDARD TERMS:

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

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

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

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

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

WHEREAS, the City of Newburgh desires to sell 246 First Street, being more accurately described as Section 22, Block 5, Lot 26, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

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

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

Terms and Conditions Sale

246 First Street, City of Newburgh (22-5-26)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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 April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.

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

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

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

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

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

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

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

WHEREAS, the City of Newburgh desires to sell 205 Broadway, being more accurately described as Section 35, Block 2, Lot 19, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

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

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

Terms and Conditions Sale

205 Broadway, City of Newburgh (35-2-19)

STANDARD TERMS:

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

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

WHEREAS, the City of Newburgh desires to sell 86 Carson Avenue, being more accurately described as Section 45, Block 8, Lot 10, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

WHEREAS, the City of Newburgh desires to sell 86 Carson Avenue, being more accurately described as Section 45, Block 12, Lot 19, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

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

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

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

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

WHEREAS, the City of Newburgh desires to sell 246 First Street, being more accurately described as Section 28, Block 4, Lot 54, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

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

8. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**RESOLUTION AMENDING RESOLUTION NO: 300-2015,
THE 2016 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$22,613.14 FROM GENERAL FUND CONTINGENCY TO
PLANNING AND DEVELOPMENT – OTHER SERVICES TO COMPLETE
THE POST-FIELD REPORT FOR THE BROADWAY
SCHOOL/COURTHOUSE PROJECT**

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

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

WHEREAS, the amount of \$52,762, 66 was paid from the 2009 BAN and no monies remain and the remaining \$22,612.13 for the post-field report must come from the General Fund Contingency; and

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

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

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

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$22,612.13	
A.8684.0448 Planning & Development Other Services		<u>\$22,613.13</u>
TOTALS:	\$22,612.13	\$22,613.13

RESOLUTION NO.: 43-2009

OF

APRIL 6, 2009

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH LANDMARK ARCHEOLOGY
INC.**

**TO PROVIDE POST FIELD ARCHAEOLOGY SERVICES
WITH RESPECT TO THE BURYING GROUND AT THE BROADWAY
SCHOOL SITE
FOR A LUMP SUM COST OF \$75,730.00**

WHEREAS, the City of Newburgh has undertaken the construction of a new courthouse facility at the Broadway School site at Broadway and Robinson Avenue; and

WHEREAS, said site is the location of a burying ground which received the remains of citizens and residents of the City of Newburgh in the 19th Century, including particularly African-Americans and people of color; and

WHEREAS, City of Newburgh has retained the professional services of Landmark Archeology, Inc., a qualified archeological firm to properly and capably conduct on-site investigation, do ground surveys and studies, conduct scientific research, screen excavated soils, employ appropriate technology, prepare reports and make recommendations and provide other related professional services, and it is now necessary and appropriate to authorize an agreement in order to complete the post field work;

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 Landmark Archeology, Inc., to provide post field archaeology services for a lump sum cost of \$75,730.00.

Councilwoman Angelo moved and Councilwoman Bello seconded that the resolution be adopted.

Ayes- Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilwoman Dickinson, Mayor Valentine- 5

ADOPTED

LANDMARK ARCHAEOLOGY, INC.

6242 Hawes Road

Altamont, New York 12009

INVOICE

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

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

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

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

INVOICE 2015-1 TOTAL \$ 11,306.57

LA 224

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RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 285 GRAND STREET (SECTION 10, BLOCK 1, LOT 10),
285 GRAND STREET REAR (SECTION 10, BLOCK 1, LOT 11)
AND 283 GRAND STREET REAR (SECTION 10, BLOCK 1, LOT 13)
AT PRIVATE SALE TO MICHAEL LEBRON D/B/A DWELLSTEAD
FOR THE AMOUNT OF \$3,000.00**

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 285 Grand Street, 285 Grand Street Rear and 283 Grand Street Rear, being more accurately described as Section 10, Block 1, Lots 10, 11 and 13, 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 property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
285 Grand Street	10 – 1 – 10	Michael Lebron	\$3,000.00
285 Grand Street Rear	10 – 1 – 11	d/b/a Dwellstead	
283 Grand Street Rear	10 – 1 – 13		

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
285 Grand Street, City of Newburgh (10-1-10)
285 Grand Street Rear, City of Newburgh (10-11)
283 Grand Street Rear, City of Newburgh (10-1-13)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax years of 2016 City/County Tax and 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2016 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. 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.
6. The purchaser shall combine all three parcels (285 Grand Street, 285 Grand Street Rear and 283 Grand Street Rear, being more accurately described as Section 10, Block 1, Lots 10, 11 and 13, respectively) into one lot of record within one (1) year of the date of conveyance.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk

assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before May 8, 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.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 194 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 27)
AT PRIVATE SALE TO JAWARA HERRING FOR THE AMOUNT OF \$500.00**

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

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

WHEREAS, the City of Newburgh desires to sell 194 Dubois Street, being more accurately described as Section 11, Block 1, Lot 27, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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194 Dubois Street	11 – 1 – 27	Jawara Herring	\$500.00
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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

194 Dubois Street, City of Newburgh (11-1-27)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. 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.
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 April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause

shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

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

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

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

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

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

WHEREAS, the City of Newburgh desires to sell 37 Hasbrouck Street, being more accurately described as Section 38, Block 4, Lot 17, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 11, 2016, being ninety (90) days from the date of this resolution; and

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

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

Terms and Conditions Sale

37 Hasbrouck Street, City of Newburgh (38-4-17)

STANDARD TERMS:

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

other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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 April 11, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any

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

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A GRANT AVAILABLE UNDER THE FISCAL YEAR 2015
FEMA ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
TO PROVIDE SUPPORT FOR THE PURCHASE OF TRAINING EQUIPMENT FOR
THE CITY OF NEWBURGH FIRE DEPARTMENT**

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant made available under the Fiscal Year 2015 FEMA Assistance to Firefighters Grant Program to provide support for the purchase of training equipment for the City of Newburgh Fire Department.

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK TO REQUEST THE REFORM OF NEW YORK STATE PUBLIC EDUCATION FUNDING

WHEREAS, New York State is one of only twelve states that continue to fund public schools through property taxes; and

WHEREAS, the greatest financial hurdle faced by homeowners in the State is the onerous burden of school taxes; and

WHEREAS, in the City of Newburgh more of each property owner's real property tax bill is comprised of school taxes rather than City taxes; and

WHEREAS, that burden has forced innumerable New Yorkers, including many of those transitioning to retirement on a fixed income, to sell their properties and move from the State; and

WHEREAS, most states fund public schools through sales taxes and state income taxes (both corporate and personal) and other possible avenues of funding include mortgage taxes and excess profits taxes, all of which should be considered as more equitable and less burdensome alternatives to the school property tax method in New York; and

WHEREAS, even the City of New York no longer funds its public schools through property taxes and, recognizing this as a matter of equity as well as hardship, and in order to avoid a "subsidy" by the residents of one region of another, the residents of the City of New York should either be afforded a credit or excluded from any funding alternative so that fair legislation can be enacted without opposition on that score; and

WHEREAS, responsibility for the education of our youth should be more fairly and equitably distributed and not placed on the backs of our property owners; and

WHEREAS, the two percent tax cap law enacted by New York State is proof that the Governor, Senate and Assembly are aware of this crisis, but it is only a band aid approach to a worsening problem; and

WHEREAS, a more permanent solution must be found for the sake of the survival of our State;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh, New York in its capacity as the governing body of the City hereby requests that Governor Andrew Cuomo, members of the New York State Senate and members of the New York State Assembly urgently address this crisis and enact reforms to school district funding in New York State that implement an equitable alternative funding system to the property tax; and

BE IT FURTHER RESOLVED that we respectfully request that our New York State representatives, the Hon. William J. Larkin, Jr., Senator for the 39th Senate District and the Hon. Frank Skartados, Assemblyman for the 104th Assembly District, advocate for the reforms hereby put forth and we thank them for their diligence in this matter; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor and City Manager to execute a letter on behalf of the City of Newburgh addressed to the Hon. Andrew Cuomo, Governor requesting said reforms and to deliver such letter and certified copies of this Resolution to the Governor, Senator Larkin and Assemblyman Skartados; and

BE IT FURTHER RESOLVED that the foregoing resolutions shall take effect immediately.

RESOLUTION NO.: _____ - 2016

OF

JANUARY 11, 2016

**A RESOLUTION ADOPTING
RULES OF ORDER AND PROCEDURE
FOR THE COUNCIL OF THE CITY OF NEWBURGH
FOR THE YEAR 2016**

BE IT RESOLVED, that the Council of the City of Newburgh, New York adopts for use during the year 2016 the Rules of Conduct and Procedure: By Laws, a copy of which is attached hereto and made a part of this Resolution; and

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

City of Newburgh City Council Rules of Order and Procedure

Rule I: General Rules of Procedure

A. The presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal by motion to the City Council; the appeal to be taken without debate. The presiding officer may, if (s)he so desires, present motions and resolutions to the City Council, and (s)he may debate on any question which is being considered by it.

B. When a question is under consideration, no motion shall be entertained except as herein specified, which shall have precedence in the following order:

1. Motion for clarification, or to request reversal of ruling of the presiding officer, or limiting or extending discussion;
2. Recess the session;
3. Lay on table;
4. Postpone to a meeting of a certain date;
5. Refer to work session;
6. Amend;
7. Call the previous question, to be asked as follows: "Shall the main question be put now?" If answered in the negative, the main question remains before the Council.

C. A motion to lay a question on the table shall be decided without amendment or debate, and a motion to postpone shall be decided without debate.

D. A motion to adjourn shall always be in order and shall be decided without debate.

E. Every member desiring to speak shall address the presiding officer. All council members shall confine him/herself to the question under debate and avoid personalities. A member once recognized shall not be interrupted when speaking.

F. No question or motion shall be debated or put, unless it is seconded. It shall then be stated by the presiding officer.

G. A motion to reconsider any action taken by the Council may be made on the day such action was taken, either immediately during the session or at a recessed or adjourned session. Such motion must be made by a member on the prevailing side, but may be seconded by any member. The motion is subject to debate. This rule shall not prevent any member of the Council from making or re-making the same or any other motion at a subsequent meeting of the Council.

H. No member of the Council shall by conversation or otherwise delay or interrupt the

proceedings or the peace of the Council nor disturb any member while speaking or refuse to comply with these rules, or the orders of its presiding officer. The Presiding Officer, subject to appeal by motion to the Council, may direct a member who is acting in violation of this section to leave the meeting or call for a recess or adjournment.

I. As the sergeant-at-arms of the meetings, the Police Chief shall carry out all order and instructions given by the presiding officer, for the purpose of maintaining order and decorum at the meetings, subject to an appeal by motion, to the Council.

J. Any motion may be withdrawn by the maker before it has been amended or voted upon, but in such case any other member may renew the motion at that time.

Rule II. Order of Business

- A. The Order of Business shall be in conformity with section 20-3 of the Code of Ordinances.
- B. The Order of Business may be departed from by majority vote of the members present.

Rule III. Voting

- A. The order of voting shall be by alphabetical order of the last name of each Council member with the Mayor voting last.
- B. All votes shall be by roll call. It shall be the duty of the City Clerk to enter on the minutes the names of the members voting for or against the question. Once a question has been put and the vote is being taken, the members of the Council shall confine themselves to voting and shall not resume discussion or make further comments on the question.
- C. Every resolution or motion must be seconded before being put to a vote. An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.
- D. No resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. Notwithstanding the foregoing, by majority vote, an item not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

Rule IV. Executive Session

Whenever the Council shall determine to transact business in an executive session, it shall do so in accordance with the provisions of the New York State Open Meetings Law. All executive sessions shall be commenced at the public meeting. Proposals,

discussions, statements and transactions in executive session are intended to be and shall be held and maintained in confidence and shall not be disclosed. The presiding officer shall direct all persons except members and designated officers and employees of the City to withdraw.

Rule V. Participation of City Manager and Staff

The City Manager shall be permitted to address the Council and participate in discussions. Heads of Departments shall be permitted to address the Council. Any other City officer or employee shall be permitted to address the Council with permission of the presiding officer, subject to an appeal by motion to the City Council, the appeal to be taken without debate.

Rule VI. Suspension of the Rules

In order to hear persons other than members of the City Council, the Mayor, and members of City staff, it shall be necessary to pass a motion suspending the rules of order. A motion to suspend the rules may be made at any time during the meeting and shall be decided without debate. Any such person speaking shall confine himself-herself to the subject and shall spend not longer than three (3) minutes, unless the time is extended by the presiding officer. This rule shall not apply to public hearings.

Rule VII. Guidelines for Public Comment

- A. The public shall be allowed to speak only during the Public Comment periods of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.
- B. Speakers must adhere to the following guidelines:
 - 1. Speakers must be recognized by the presiding officer.
 - 2. Speakers must step to the front of the room.
 - 3. Speakers must give their name, address and organization, if any.
 - 4. Speakers must limit their remarks to 3 minutes on a given topic. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 3 minutes has expired.
 - 5. Speakers may not yield any remaining time they may have to another speaker.
 - 6. Council members may, with the permission of the presiding officer, , interrupt a speaker during their remarks, but only for the purpose of clarification or information.
 - 7. All remarks shall be addressed to the Council as a body and not to any specific member or to staff.
 - 8. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. No profanities shall be used. No personal, slanderous, boisterous remarks shall be made. Council members, the Mayor and staff shall be treated with respect. The presiding officer, subject to appeal by motion to the Council, or the Council, may, by majority vote,

request that the presiding officer direct that a speaker violating this provision or any other rule yield the floor and in the event the speaker fails to obey, (s)he may be escorted from the meeting by the sergeant-in-arms.

9. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Clerk or their designee. Speakers may read written communications verbatim.

- C. Members of the public not speaking shall observe commonly accepted rules of courtesy and decorum. They shall not annoy or harass others or speak when another speaker is being heard by the Council.

Rule VIII. Use of Recording Equipment

All members of the public and all public officials are allowed to audio or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The presiding officer, subject to appeal by motion to the Council, may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the Council, size of the equipment, and the ability of the public to still participate in the meeting. If the presiding officer makes the determination that the recording is intrusive and has the effect of interfering with the meeting, (s)he may request an accommodation to avoid the interference and if not complied with, may ask the individual to leave the meeting room.

Rule IX. Rules for Public Hearings

The following rules shall apply to a legally required public hearing held before the City Council:

- (a) Speakers shall register in writing prior to the beginning of the hearing by providing their name, address, and organization, if any. Individuals arriving after the commencement of the hearing shall be permitted to register upon arrival as long as the Chairperson has not closed the hearing.
- (b) The Presiding Officer shall recognize each speaker, in the order registered, when the hearing is commenced. Speakers shall identify themselves, their address and organization, if any, prior to the remarks.
- (c) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker. The City Clerk shall time speakers and advise the presiding officer when the time has expired.
- (d) All remarks shall be addressed to the Council as a body and not to any individual member thereof.

(e) Speakers shall observe the commonly accepted rules of courtesy, decency, dignity and good taste. Any loud, boisterous individual shall be asked to leave by the Presiding Officer and may be removed at the request of the Presiding Officer, subject to appeal by motion to the Council. Speakers addressing issues outside the scope of the hearing shall be asked to cease their comments.

(f) Interested parties may address the Council by written communication. The statements may be read at the hearing, but shall be provided to all Council members and entered in the minutes of the hearing by the City Clerk.

(g) The City Clerk shall include in the minutes of the hearing the name, address and organization, if any, of each speaker, a summary of the remarks, and written statements submitted to the Council.

Rule X. Work Sessions

There shall be regular work sessions of the Council to be held each Thursday preceding a Monday evening Council meeting. The work sessions shall be held at 6:00 p.m. in City Hall, 83 Broadway, Third Floor Council Chambers, unless the Council by majority vote cancels or changes the time or place of such session. The Rules IV, V, VI, and VIII of the Rules of Order of the Council shall apply to all work sessions.

Rule XI. Robert's Rules of Order

In the event any question in procedure shall arise that is not provided for by these rules, then, in that event, Robert's Rules of Order, Newly Revised, 10th Edition, shall be followed.

Rule XII. Adoption of Ordinances

Provided the proposed adoption of an ordinance has been placed on an agenda for a meeting of the Council at which the public is afforded the opportunity to comment on agenda items before Council action, a formal public hearing will not be conducted prior to the adoption of such ordinance, unless otherwise required by federal, state, or local law, ordinance, rule or regulation.

This rule shall not be construed to prevent the Council from holding a public hearing on any ordinance at its discretion, provided a majority of the members of the Council in attendance at a meeting, upon a motion or resolution duly introduced, vote to conduct such public hearing.

Date Adopted: May 14, 2001

Amended: February 25, 2002 (Rule XII added)

January 10, 2014 (Rule IV)

DRAFT

City of Newburgh, NY
Friday, September 19, 2014

Chapter C. CHARTER

Article IV. City Council

§ C4.01. Rules of order.

[Amended 5-5-1941 by L.L. No. 1-1941; 2-24-1947 by L.L. No. 1-1947; 12-26-1951 by L.L. No. 3-1951; 3-3-1952 by L.L. No. 2-1952; 12-22-1952 by L.L. No. 10-1952; 2-12-1980 by L.L. No. 1-1980; 1-24-1983 by L.L. No. 1-1983]

- A. The Council shall determine the rules of its own proceedings and be the judge of the election, returns and qualifications of its members. The Council may compel the attendance of absent members at any meeting properly called and may punish or expel a member for disorderly conduct or declare his seat vacant by reason of inexcusable absence, provided that such absence has continued for four consecutive regular meetings, but no expulsion shall take place and no vacancy on account of absence shall be declared until the delinquent member has had an opportunity to be heard in his defense.
- B. Except as in this section especially regulated, the legislative powers of the Council may be exercised as provided by rules or ordinances adopted by it.
- C. Each member of the Council shall have the right to vote on any question coming before it. A majority of the Council shall constitute a quorum, and the affirmative vote of a majority of all the members of the Council shall be necessary to adopt any motion, resolution or ordinance.
- D. Regular meetings of the Council shall be held on the second and fourth Mondays of each month, except the months of June, July and August. Regular meetings of the Council shall be held on the second Mondays of June, July and August. If a regular meeting falls on a legal holiday, the meeting shall be held on the day following such legal holiday. All regular meetings shall be held at the time and place fixed by ordinance or resolution of the Council. Special meetings may be called by any member of the Council on three days' notice, which notice shall specify the object of the meeting. All legislative sessions shall be open to the public, and every matter coming before the Council for disposition shall be put to a vote whereon the ayes and nays shall be called and recorded. A full and accurate journal of the proceedings of

the Council shall be kept by the City Clerk, which journal shall be open to the inspection of any elector of the City at any reasonable time.

- E. The Council may change the date, time or place of any regular or special meeting provided for in Subsection **D** of this section or may cancel such meeting either by resolution passed at the immediately preceding regular or special meeting or by consent of the Council at any time prior to the scheduled meeting.
- F. An emergency meeting may be called on less than three days' notice by the City Manager or a majority of the City Council upon reasonable notice, which notice shall specify the object of the meeting.

[Added 12-11-1995 by L.L. No. 4-1995]

City of Newburgh, NY
Monday, December 21, 2015

Chapter 20. Council, City

§ 20-1. Meetings.

[Amended 4-28-1986 by Ord. No. 7-86; 6-13-1988 by L.L. No. 4-1988; 4-9-1990 by L.L. No. 12-1990]

All meetings of the Council will be held at the City of Newburgh Activity Center in the Recreation Park at the corner of Washington Street and Lake Street, Newburgh, New York, at 7:30 p.m. or at such other time and place as the Council may direct. Any meeting so held may be adjourned to a different time and place within the City by vote of a majority of the Council.

§ 20-2. Appearances before Council work sessions.

- A. Persons or groups wishing to address or appear before work sessions of the Council must submit a request in writing to the City Manager indicating:
 - (1) The name of the person or group, address and telephone number.
 - (2) The subject matter to be addressed.
 - (3) The time and date requested.
- B. Also, a member of the Council may ask the City Manager to put a particular person or group on the agenda to address the Council at a work session.
- C. Such requests by individuals or groups may be granted by the City Manager, in his discretion. Such requests by a Council member shall be put on the work session agenda, but, in either case, if one or more Council members so request, the question of permission to address a Council work session shall be put to a Council vote for Council determination.

§ 20-3. Order of business.

[Amended 11-8-1999 by Ord. No. 13-99^[1]]

The business of the Council shall be conducted in the following order:

- A. Roll call.
- B. Approval of minutes of previous meeting.
- C. Communications.
- D. Public hearings.
- E. Public comments regarding report of City Manager and items of old business and new business.
- F. Comments from the Council.

- G. Report of City Manager.
 - H. Old business.
 - I. New business.
 - J. Public comments regarding general matters of City business.
 - K. Further comments from the Council.
- [1] *Editor's Note: This ordinance provided that it would take effect at the next City Council meeting subsequent to its adoption.*

§ 20-4. Sergeant at Arms.

The Chief of Police shall be the Sergeant at Arms of the Council and shall attend all of its meetings.

§ 20-5. Record of vote on ordinances; date of passage.

The City Clerk shall attach to every ordinance passed by the Council the names of the Councilmen voting in the affirmative and the negative and the date of its passage.

§ 20-6. Recording and filing of ordinances; proof of publication.

All ordinances passed by the Common Council shall be recorded by the City Clerk in a proper book or books, with indexes. The originals shall be filed in the City Clerk's office, and due proof of the publication of all ordinances requiring publication, by the certificate of the publisher or printer, shall be procured by the Clerk and attached thereto or written and attested upon the face of the record of such ordinance.

§ 20-7. When ordinances effective.

[Amended 6-13-1988 by L.L. No. 4-1988]

All ordinances shall take effect immediately upon their publication, unless an ordinance shall otherwise specify the time when it shall go into effect.

§ 20-8. Official newspaper.

[Amended 10-13-1992 by Ord. No. 22-92; 10-13-1998 by Ord. No. 17-98; 6-14-1999 by Ord. No. 2-99^[1]; 4-22-2002 by Ord. No. 11-2002]

The Mid-Hudson Times, The Sentinel and the Hudson Valley Press shall be the official newspapers of the City. All notices and advertisements published by direction of the Council shall be published in all said official newspapers.

[1] *Editor's Note: This ordinance provided that it would take effect 7-1-1999.*