

A regular meeting of the City Council of the City of Newburgh was held on Monday, May 11, 2015 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Bishop Terry Dorsey from New Life Deliverance Church followed by the Pledge of Allegiance.

Mayor Kennedy noted that Orange County Executive, Steven Neuhaus, Michael Ventre, Orange County Legislator, Curlie Dillard and Steve Knob are all here from the County tonight and she wished to welcome them.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes (arrived after roll call at 7:05 p.m.), Councilwoman Lee, Councilwoman Mejia (arrived after roll call at 7:10 p.m.) – 7

PRESENTATION

Orange County Executive, Steven Neuhaus spoke about job opportunities by the County Executive's Office and Casino Representatives. He thinks that this is a great opportunity for the City of Newburgh and if they can make an impact on getting enough people hired and provide transportation it could be a good marriage for us here and really impact lives in a positive way.

COMMUNICATIONS

Councilwoman Abrams moved and Councilwoman Angelo seconded that the Minutes of the April 27, 2015 Council Meeting be approved.

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

CARRIED

CITY MANAGER UPDATE

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

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Kippy Boyle, Grand Street, questioned Resolution #106-15 regarding CGI Communications, Inc. She thinks it referred to a three year contract for six one minute videos so she asked for a confirmation of that. Another question is if we are clear that there will be no political comments made in any of these videos. The contract reads that business sponsors will be allowed on the perimeter of the video so they are also questioning that because when businesses tried to support Art along the Hudson and such there were some inconsistencies.

Jonathan Jacobson, 25 Pierces Road, said that he looked at the Contract with CGI Communications and they are from Rochester. Don't we have people here in the City of Newburgh that do videos and have the skills to do this?

Sheila Murphy, City of Newburgh, questioned Resolutions #101, 102, 103 and 104-2015. She asked when the Auctions are for the properties and how are these people getting these properties when there are people that have been here in the City of Newburgh for years and they can't purchase any properties. One was sold for \$500.00, one for \$5,000.00 and another for \$8,000.00 so what are the qualifications to get these properties?

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Mayor Kennedy said that there was a question asked about the properties so she asked Deirde Glenn, Director of Planning and Development to explain that and what the qualifications are. She knows that we are not doing Auctions because they were not very successful.

Deirdre Glenn, Director of Planning and Development, explained that a year or two before she came to work for the City they stopped doing Auctions because so much of what was auctioned ended up coming back to the City. Her department appealed to the City Council to consider a percentage of assessed property value for sale and they have been sticking to that. Based on the condition of the property there is a percentage that was approved by Council that they charge so whatever the assessed value is it could be sixty if it is in excellent condition, which is very rare, fifty, forty, thirty and twenty percent. They are all based on the assessed value which is a public number. They are also just about to go on to the Website with the values of all City owned properties and their sale prices for them. Anyone is welcome to apply and they are trying to be absolutely fair across the board. She said that anyone is welcome to make an appointment with her to talk about property because they want to move them.

Mayor Kennedy noted that the primary goal is to move it and get it back into the hands of taxpayers and back on the tax rolls. She knows that the one property that sold for \$500.00 is a vacant property that the owner next door has applied for.

Dierdre Glenn stated that it is actually his backyard.

Mayor Kennedy continued that one of the things that they have been trying to do is encourage that sort of thing because they will take care of the property and keep it up. The goal is to start getting these properties so that they no longer become places for dumping and other issues that are detrimental to the City.

Councilwoman Mejia added that the application from the City for private owner development is the application that should be completed as a starting point. Copies are available on the third floor as well as on the City's Website under News and Announcements and all of the City owned properties are there as well. If anyone is interested, please fill out that application and submit the verification forms and take those properties off our list and into your capable taking care hands.

Mayor Kennedy said that there is no mystery in this as it's a very open process. In regard to comments of the video, she asked for a quick preview of it when they get to that resolution.

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

RESOLUTION NO.: 101 - 2015

**OF
MAY 11, 2015**

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

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

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

WHEREAS, the City of Newburgh desires to sell 93 Lander Street, being more accurately described as Section 23, Block 3, Lot 23 on the official tax map of the City of Newburgh; and

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

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

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

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

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

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

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

Terms and Conditions Sale

93 Lander Street, City of Newburgh (23-3-23)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 10, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall 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.: 102- 2015

**OF
MAY 11, 2015**

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

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

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

WHEREAS, the City of Newburgh desires to sell 120 Johnston Street, being more accurately described as Section 18, Block 10, Lot 1 on the official tax map of the City of Newburgh; and

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

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

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

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
120 Johnston Street	18 -- 10 -- 1	Mark Epstein	\$18,000.00

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

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

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

ADOPTED

Terms and Conditions Sale

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

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 10, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall 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.: 103- 2015
OF
MAY 11, 2015

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

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

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

WHEREAS, the City of Newburgh desires to sell 258 Liberty Street Rear, being more accurately described as Section 18, Block 6, Lot 29 on the official tax map of the City of Newburgh; and

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

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

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

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

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

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

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

ADOPTED

Terms and Conditions Sale

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

STANDARD TERMS:

18. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
19. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
20. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
21. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
22. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to demolish and remove the remaining foundation and walls of the existing structure on the property in compliance with all State, County and Local standards within twelve (12) months of the date of the deed. Within such twelve (12) month time period the purchaser must obtain all permits necessary to complete said demolition and removal. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the twelve (12) month period. If the purchaser has not complied with the deed provisions regarding the demolition and removal of said structure and obtained a Certificate of Compliance/Completion by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Compliance/Completion is issued. A written request made to the City Manager for an extension of the twelve (12) month period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to demolish and remove said structure of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
23. The Purchaser is currently the owner of adjacent parcel identified as 258 Liberty Street, Section 18, Block 6, Lot 28, and will combine both parcels as one lot of record within one (1) year of the date of conveyance.
24. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
25. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

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

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

RESOLUTION NO.: 104- 2015
OF
MAY 11, 2015

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

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

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

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

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

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

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

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

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

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

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

ADOPTED

Terms and Conditions Sale

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

STANDARD TERMS:

35. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
36. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
37. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
38. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
39. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
40. 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.
41. 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.

42. 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.
43. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
44. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 10, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
45. 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.
46. 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.
47. 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.**
48. 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.
49. 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.
50. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
51. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has

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

RESOLUTION NO.: 105 - 2015
OF
MAY 11, 2015

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

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

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

WHEREAS, the City of Newburgh desires to sell 330 Liberty Street, being more accurately described as Section 12, Block 1, Lot 16 on the official tax map of the City of Newburgh; and

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

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

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

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

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

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

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

ADOPTED

Terms and Conditions Sale

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

STANDARD TERMS:

52. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
53. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
54. 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.
55. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
56. The Purchaser is currently the owner of adjacent parcel identified as 332 Liberty Street, Section 12, Block 1, Lot 18.2, and will combine both parcels as one lot of record within one (1) year of the date of conveyance.
57. 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.
58. 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.
59. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
60. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 10, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request

shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

61. 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.
62. 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.
63. 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.**
64. 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.
65. 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.
66. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
67. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 106 - 2015

OF

MAY 11, 2015

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with CGI Communications, Inc. to participate in the Community Video Program to produce videos for the City of Newburgh website, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

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

Mayor Kennedy said that this is like the maps that were done in the past for the City where sponsors were listed who paid for it so it didn't cost the City any money. In this case, a business has come to us and said that they will create six one minute videos pertaining to certain topics such as tourism, economics, business and so forth.

A sample of the video was shown to the audience from Cheyenne, Wyoming.

Mayor Kennedy continued that there will be sponsors to pay for this and there will be one minute videos about various topics. This is their business so they will go out and do all of the work and they came to us with an offer to do this. It's free and an opportunity for us to promote our City so why would we turn this down.

Michelle Kelson, Corporation Counsel, asked if we will be posting actual icons on our Website or are we just posting a link to another Website.

Mayor Kennedy said it will be just a link to another Website.

Michelle Kelson noted that's the bypass for the advertising that Ms. Boyle asked about.

Councilwoman Holmes asked if there is an expiration date.

Mayor Kennedy said that they have agreed to have the link active for three years.

Councilwoman Holmes asked if there is a deadline to do the video.

Mayor Kennedy said that they want to start next week.

Councilwoman Lee said that she just received the link today and she would have liked to have gone through the Website but she is inclined to say no because it is advertising and if it's not advertising for the business it is certainly advertising for CGI. She thinks that we should be a little conservative where both of those issues are concerned. She wouldn't want to have the City's Website connecting a link to a business because a similar business might assume that we are promoting that particular business. She thinks it is a bad idea so she is going to say "no".

Councilwoman Abrams asked who gets to have an ad around the video.

Mayor Kennedy said anybody that wants to. They will be out recruiting ads and as she said earlier this is very much like the maps we used to put out that promoted the City. This will be videos instead of a map. So many times we turn down something that could really help promote the City and this has an opportunity to do that without any of our money. It is not promoting CGI it is simply promoting the businesses in our City.

Councilwoman Lee said that is what concerns her because if we are not paying for it then we can't dictate what they should advertise and attach to our Website. She thinks that we should be conservative with what kind of businesses we are linking to the City's Website. She added that they should have had this earlier so that they each could have looked at it.

Councilwoman Holmes said that in the contract it does say that the video will not be released without the Council's observation of it.

Mayor Kennedy stated that is true.

Councilwoman Holmes feels that we do need advertising for our City and she agrees with Ms. Boyle that she doesn't want this to be for political or campaign reasons. She doesn't want to be in a video but she feels that the businesses that are doing well should be in the video. She doesn't know where they can come to a medium with this and she doesn't want to lose the opportunity either. Maybe we can get back with them after the Campaign is over.

Mayor Kennedy said that we are supposed to talk with them sometime this week. She added that there are the businesses and non-profits such as the Schools, Hospital and Health Care that can have links as well. She feels that this is a great opportunity and as Councilwoman Holmes noted this is open to the Council's review before it goes on the link.

Councilwoman Mejia suggested that the Mayor ask them what the sponsorship levels are for the businesses. She is assuming that they are going to collect either some sort of donation or fee so she would like to know what the breakdown is.

Mayor Kennedy responded, "*Absolutely*".

Councilman Brown said we need to remember that we have sat at this table a number of times discussing how to support our businesses here in the City not too long ago we had a Bridge that was out and many businesses suffered a great deal due to that so this may be an opportunity to allow those businesses and others to promote their businesses to people in and outside of the City. If you can bring people into the City to support businesses that support our economy, he doesn't see a problem with this video as long as it's not for political purposes and it's within the realm of what the City can do with its Website.

Councilwoman Holmes moved and Councilwoman Lee seconded that the resolution be tabled.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

Nays – Councilman Brown – 1

TABLED

RESOLUTION NO. 107 - 2015

OF

MAY 11, 2015

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

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

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

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

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

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

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

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

WHEREAS, the City of Newburgh participates in the Mayors' Redevelopment Roundtable directed by the Land Use Law Center at Pace Law School, which is preparing a variety

of best practices that accomplish these policy objectives based on current market and financial conditions; and

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

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

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

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

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

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

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

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

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

ADOPTED

LAND USE LAW CENTER
PACE UNIVERSITY SCHOOL OF LAW
WHITE PLAINS NEW YORK

ECONOMIC DEVELOPMENT POLICY STATEMENT

January 2015

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

RESOLUTION NO. ____ - 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED, that this Resolution shall take effect immediately.

ADOPTED: _____

ATTEST:
City/Village Clerk

RESOLUTION NO.: 108 – 2015

OF

MAY 11, 2015

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

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

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

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

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

Increase

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

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

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

ADOPTED

RESOLUTION NO.: 109 - 2015

**OF
MAY 11, 2015**

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

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

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

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

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

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

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$4,869.25	
A.1440.0455 Engineering – Consultants Services		\$ 4,869.25

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

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

ADOPTED

RESOLUTION NO.: 110 - 2015

OF

MAY 11, 2015

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

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

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

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

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

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

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

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

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

ADOPTED

RESOLUTION NO.: 111 - 2015

OF

MAY 11, 2015

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

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

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

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

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

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

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

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

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

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

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

ADOPTED

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING ("MOU") dated May __, 2015, by and between Metro-North Commuter Railroad Company ("Metro-North"), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority ("MTA"), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh ("City"), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the "Parties").

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

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the Ferry Service (the "Lease"), and the City did enter into such Lease, beginning July 30, 2014 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the "Amended Lease"); and

WHEREAS, the City and the New York State Department of Transportation ("NYSDOT") had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract has expired; and

WHEREAS, the City represents that it lacks funding to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 ("May-December Period") and has requested that Metro-North reimburse the City for the rent payments under the Lease for the May-December Period; and

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

WHEREAS, unless the rent payments under the Amended Lease are made to the landlord for the May-December Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North's provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this MOU supplements the terms set forth in the Agreement.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period only, at the rate of \$ 21,278 per month. For the May-December Period, the City will make timely monthly rent payments to the lessor under the Lease. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the Lease.

3. During the May-December Period, the City agrees to comply with all terms under the Amended Lease, not to terminate the Amended Lease and not cause the landlord to terminate the Lease.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the Lease.

5. This MOU does not create any obligations for Metro-North in connection with the Lease, or create any landlord-tenant relationship between the Parties.

6. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

7. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this MOU.

8. Notices: (a) Any notice, request, approval, demand or other communication under this MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) facsimile transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
(Fax No. 212-697-9079)

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
(Fax No. 845-569-7370)

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Corporation Counsel
(Fax No. 845-569-7338)

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4th) business day after the same shall have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the telecopy; provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

(c) The Notice provision in the Agreement for Metro-North is hereby changed to the address set forth above.

9. No Third-Party Rights. No provision of this MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

10. Board Approval Necessary. This MOU will only become effective upon approval of the Boards of the respective parties.

9. Miscellaneous:

a) This MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this MOU is to any extent invalid or unenforceable, the remainder of this MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

IN WITNESS WHEREOF, Metro-North and the City have caused this Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

BY:

CITY OF NEWBURGH

BY: Michael G. Ciaravino, City Manager

Per Resolution No. 111-2015

RESOLUTION NO.: 112 - 2015

OF

MAY 11, 2015

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

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

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

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

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

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

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

Abstain – Councilwoman Holmes - 1

ADOPTED

RESOLUTION NO. 113 - 2015

OF

MAY 11, 2015

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorney is hereby authorized to settle the claim of Jose Rodriguez in the total amount of Fifteen Thousand (\$15,000.00) Dollars, and that City Manager and the Corporation Counsel be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

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

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

ADOPTED

RESOLUTION NO.: 114 - 2015

OF

MAY 11, 2015

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

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

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

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

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

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

Nays – Councilman Brown - 1

ADOPTED

RESOLUTION NO.: 115 - 2015

OF

MAY 11, 2015

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

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

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

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

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

Michael Vatter, Fire Chief, explained that the Council asked for an additional \$100,000.00 out of his overtime Budget this year to try to fund some other projects. At that time he said that we made need temporary Lieutenants so that we don't overrun the overtime Budget through the year. Right now we are at thirty-two percent but he doesn't want to be in a position where he has to ask for money in October.

Mayor Kennedy asked Chief Vatter to remind everyone how these two positions will help with the overtime.

Chief Vatter said that the bulk of the overtime occurs during the summer when the bulk of the Officers are off and he has two people who are off on long term disability leave. He is short so he is trying to plug the holes and keep the overtime to a minimum.

Councilman Brown said that what he is getting from this resolution is that two firefighters are going to get a mid-year raise or promotion. That is supposed to save us how much money in overtime?

Chief Vatter said it will cost about \$8,000.00 for the promotions and it should save about \$40,000.00 in overtime.

Councilman Brown asked if these two Lieutenant Positions would also be entitled to overtime.

Chief Vatter responded that yes they would be.

Councilman Brown said that he wants the Council to keep a close eye on this because he feels that it is going to go awry and if it doesn't then he will apologize. He doesn't think that they should be changing the Budget to add two Lieutenant Positions mid-year and we are in negotiations with the Fire Department right now. Adding two positions is not a road that we should be taking right now and we should stick to what was agreed on in our Budget for this year.

Mayor Kennedy said that they did agree that they might come to this when they gave up the extra overtime and Chief Vatter did say that he might have to make this adjustment so she does remember that discussion.

Councilman Brown said that there was no discussion about creating two new Lieutenant Positions. He knows that they did not discuss that.

Mayor Kennedy said that these are temporary and asked when do they fall back to their original positions?

Chief Vatter said through October 31st.

Mayor Kennedy noted that this goes into effect on the first of June.

Councilman Brown said that they should not see an increase in our overtime in the Fire Department and/or we should see a decrease of at least \$40,000.00.

Chief Vatter said that he should be able to stay within his Budget.

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

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

Nays – Councilman Brown -1

ADOPTED

RESOLUTION NO.: 116 - 2015

OF

MAY 11, 2015

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND PUBLICSECTOR HR CONSULTANTS, LLC
FOR PROFESSIONAL HUMAN RESOURCES SERVICES IN CONNECTION WITH A
FIRST YEAR PERFORMANCE REVIEW OF THE CITY MANAGER**

WHEREAS, the employment contract for City Manager Michael Ciaravino requires an performance review after the first year of employment; and

WHEREAS, the members of the City Council want to ensure that the performance review is conducted in a professional manner; and

WHEREAS, in the absence of a human resource manager, the City Council intends to retain PublicSector HR Consultants, LLC, a professional human resources consultant, to ensure that the performance review is conducted with the highest standards of excellence and that the data collected is compiled into review document to ensure that it remains confidential; and

WHEREAS, the cost for these professional services is \$1,500.00 and shall be derived from A.1010.0448 – Legislative Body Other Services; and

WHEREAS, this Council has determined that entering into this agreement 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 Mayor be and she is hereby authorized to enter into the agreement with PublicSector HR Consultants LLC, in substantially the same form as annexed hereto with other provisions that Counsel may require, at a cost \$1,500.00 for professional consulting services in connection with the first year performance review of the City Manager.

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

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

ADOPTED

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 2015, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and PUBLICSECTOR HR CONSULTANTS, LLC, a firm with principal offices located at 14 Knollwood Drive, Glenville, New York, 12302, hereinafter referred to as "PSHRC."

1. Scope of Services.

PSHRC will assist the City Council in the conduct of a comprehensive first year performance review of City Manager Michael G. Ciaravino. The specific professional services to be provided by PSHRC will include:

- a. The City Manager will identify all of his directly reporting managers/directors to PSHRC. PSHRC will obtain a list of all the reporting individuals along with their contact information including email addresses and phone numbers.
- b. PSHRC will send out the attached performance review form to all the Council Members, the City Manager and the employees who directly report to the City Manager.
- c. All form recipients will have 7 days to complete the form.
- d. The completed forms will be sent to the PSHRC no later than the 7th day in digital form. No paper copies.
- e. PSHRC will compile all the data for each question, giving a summary count of each value for each question. For the essay input, individual input will be cut and paste into the summary document. Any identify statements will be modified to remove identification.
- f. PSHRC will have 7 days from receipt of all completed forms to compile the data into one summary document.
- g. Upon completion of the summary document, PSHRC will meet with all the members of the City Council in an executive session. They will present all the data to the Council members, providing a temporary copy of the summary document for the review. Immediately following the data presentation and a discussion concerning their findings, PSHRC will facilitate a review process with the City Manager, presenting the City Manager with the findings of the review process.
- h. At the end of the review session, the PSHRC will collect all the copies of the review in order to ensure the confidentiality of the data. A copy of the review will go into the City Manager's personnel folder.

2. Fee for Services

The fee to conduct the City Manager performance review is \$1,500.00.

Travel Expenses – The City of Newburgh will be responsible for reimbursing PSHRC for any travel expenses (limited to mileage and tolls) directly related to providing services detailed in this proposal. The mileage rate that will be charged shall be the IRS mileage rate in effect at the time of travel.

3. Estimated Date of Completion

The completion date for this project shall be no more than 21 days from the date the review forms are distributed to the Council and City staff.

4. Terms of Payment

- a. Five Hundred (\$500) Dollars billable upon execution of this agreement;
- b. One Thousand (\$1,000) Dollars billable fourteen days following completion of the City Manager performance review.
- c. Invoices will be due upon receipt.

5. Independent Contractor

In performing the services and incurring expenses under this Agreement, PSHRC shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the City. As an independent contractor, PSHRC shall have complete charge and responsibility for PSHRC's personnel engaged in the performance of the same. In accordance with such status as independent contractor, PSHRC covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the City, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

6. Assignment and Subcontracting

PSHRC shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement, without the prior express written consent of the City Council. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated.

7. Confidentiality and Retention of Records

In the course of providing the services hereunder, PSHRC may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to City. PSHRC agrees that it will keep and maintain such information securely and confidentially,

and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the City authorizing such use. PSHRC obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the City shall survive the termination or expiration of this Agreement.

PSHRC agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. City, or any State and/or Federal auditors, and any other persons duly authorized by the City, shall have full access and the right to examine any of said materials during said period.

8. Insurances

For all of the services set forth herein and as hereinafter amended, PSHRC shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense professional liability insurance.

9. Termination

This Agreement may be terminated by the City at any time. It may be terminated by PSHRC upon fourteen (14) calendar days' prior written notice to the City. If PSHRC terminates this agreement, it will provide a final invoice for payment of services rendered to date and as a condition of payment, turn over to the City all documents, reports, data and other written material including electronic communications related to the scope of work and agree not to keep copies of same.

10. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

This Agreement may be executed in any number of counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Modification

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

12. Severability

If any clause, sentence, paragraph, section, provision, or any portion thereof, contained in this Agreement shall be adjudged by any court of competent jurisdiction to be unconstitutional, invalid or unenforceable, such judgment shall not affect, impair or

invalidate the remainder of this Agreement, or portion thereof, shall be confined in its operation to the clause, sentence, paragraph, section, provision or part thereof directly involved in the controversy in which such judgment shall have been rendered and such judgment shall not affect the remainder of this Agreement, which and shall remain in full force and effect.

13. Headings

The titles of the paragraphs of this agreement are for convenience only and shall not affect the meaning or interpretation of the paragraphs.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement through their respective representatives:

City of Newburgh

Public Sector HR Consultants LLC

Signature:

Signature:

Date:

Date:

By:

By:

Title:

Title:

ORDINANCE NO.: 6 - 2015

OF

MAY 11, 2015

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

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

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

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

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>Limits</u>
West Van Ness Street	West <u>East</u>	From <u>Grove Street</u> to West Street to Grove Street

This Ordinance shall take effect immediately.

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

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

ORDINANCE NO.: 7 - 2015

OF

MAY 11, 2015

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

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

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

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

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

Grand Street and First Street and continuing north for a distance of 31 feet

Grand Street

West

Beginning at the southwest intersection of Grand Street and First Street and continuing south for distance of 34 feet

Grand Street

North

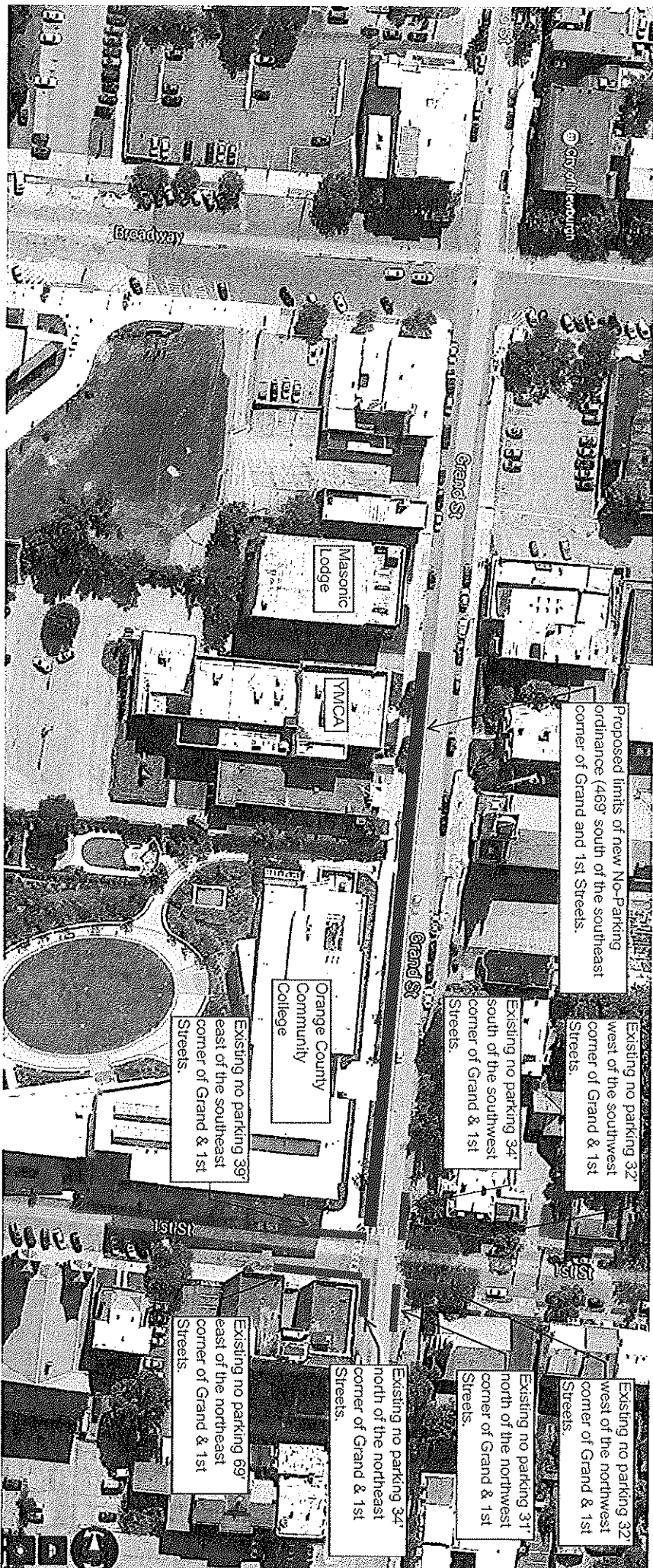
Beginning at a point 18 feet east of the northeast corner of the intersection of Grand Street and First Street on the northerly side of First Street and extending to a point of 45 feet east of the northeast corner of First Street and Grand Street consisting of 27 feet.

This Ordinance shall take effect immediately.

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

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

ADOPTED



Proposed limits of new No-Parking ordinance (468' south of the southeast corner of Grand and 1st Streets.

Existing no parking 32' west of the southwest corner of Grand & 1st Streets.

Existing no parking 34' south of the southwest corner of Grand & 1st Streets.

Existing no parking 39' east of the southeast corner of Grand & 1st Streets.

Existing no parking 32' west of the northwest corner of Grand & 1st Streets.

Existing no parking 31' north of the northwest corner of Grand & 1st Streets.

Existing no parking 34' north of the northeast corner of Grand & 1st Streets.

Existing no parking 69' east of the northeast corner of Grand & 1st Streets.

OLD BUSINESS

Councilwoman Holmes said that she would like to discuss a curfew.

Mayor Kennedy said that summer is coming and she wishes they could do this.

Councilwoman Holmes asked Acting Police Chief, Dan Cameron, to join them at the table and she said that she knows he is aware of what happened at Lake Street with Terry West, Jr. so she asked how many shootings have there been in the last seventy-two hours.

Acting Police Chief, Dan Cameron, said that there were two shootings and one died.

Councilwoman Holmes wants to know when they are seriously going to look into a curfew.

Mayor Kennedy said that we have gone through this about four times or more and although she would like to see a curfew the implementation of it gets really, really sticky especially with what to do with the kids when they are picked up.

Councilwoman Holmes said that we have Occupations with a twenty-four bed facility so she doesn't know why we are not trying to collaborate with them on this. She guesses that every time someone gets shot or dies she will just come back and ask for a curfew.

Councilwoman Abrams said that she doesn't think a curfew is the answer.

Corporation Counsel, Michelle Kelson, asked if they are talking about a curfew for everyone.

Councilwoman Holmes responded with a "no". She is talking about a curfew for the kids ages sixteen like the kid who died at 1:23 in the morning.

Corporation Counsel, Michelle Kelson, said that they are then talking about a curfew for minors so we would need the age groups and the hours as well as statistics to justify that there is a need to keep young people off the streets during the hours that we are proposing to impose the curfew. If you don't have the data, a curfew will not withstand a legal challenge. Those are some of the initial pieces of information that we need to put something together and then we would need to have an operational plan to make sure that if and when the curfew is implemented that the staff and the Police Department knows what they are going to be able to do with those individuals who are in violation of that curfew.

Mayor Kennedy said that we had a sixteen year old going out at 1:30 at night and if we had such a thing then maybe it could have been prevented. We have gone around this bush a hundred times but she would like to see if it's possible. She keeps hearing that it's

not because there are always roadblocks but there seems to be some potential it's just a matter of a lot of logistics.

Acting Police Chief, Dan Cameron, said that the capacity of our Police Department is very important to enforce a curfew. For example, it's illegal to speed but people still do it because an Officer can't always be there to enforce it. If you implement a city-wide curfew, for it to have any feasibility, people would have to understand that they are enforcing it on a daily basis which the capacity of the Police Department right now is not capable of doing. As he said at an earlier meeting, there is a community policing part of this that could greatly get affected by Officers grabbing kids off the street that may not be necessarily doing anything wrong other than being outside after curfew and then forcing them either home or to another location. He has great fear of the relationship that they would have with that. When they see someone that age he would rather have our Officers try to reach out to the family and talk to the youth themselves.

Councilwoman Holmes asked what other alternatives we have because it's only going to get hotter and messier for the summer.

Chief Cameron said that there is the parent issue as well. That sixteen year old belongs to somebody.

Councilwoman Holmes said that there are a lot of sixteen year olds that belong to somebody and they weren't parented. That's why these things happen. There is a generation that was completely missed and they are parenting themselves. They go to school to eat and they don't even know how to Pray or go to Church. There was a generation that was completely missed so what do we do?

Chief Cameron said that he understands where Councilwoman Holmes is going with this but he still has to speak on the capacity of the Police Department. Even if it involved a juvenile arrest, many times our Officer is involved in that arrest for several hours because they are trying to reach out to the family or a place to take the child because they can't be left unattended. If there is a major emergency that occurs on the street then that Officer is not able to go. The current Police Department does not have the capacity to enforce such a large ordinance.

Councilwoman Holmes said that we need more Police Officers and we need a facility for the juveniles to go to.

Chief Cameron noted that you also need the legal framework which Michelle Kelson talked about with providing statistics and such.

Corporation Counsel, Michelle Kelson, said that when you are proposing legislation that regulates the life, health and safety of the community you have to make sure that there is a need for that regulatory effort and that you have information that supports that the regulatory effort is going to make a difference to deter the conduct that you are trying to regulate. They would need to do research to determine that we have the findings that would

support the legislative enactment. She can draft a statute that they can talk about and schedule a public hearing from the community, which is the easiest part of it, but they have to make sure that it's supportable and enforceable.

Mayor Kennedy asked Chief Cameron if maybe he could give a presentation in terms of their plans to work on the violence and issues in the City.

Chief Cameron said that the Mayor is referring to Group Violence Intervention and despite a violent weekend the violent crime for the first quarter in the City of Newburgh is down twenty-percent compared to the same time last year. There are some things that are working as far as trying to bring that violence down.

Councilwoman Abrams said that we had a terrible thing happen. Can you imagine being a mother and on Mother's Day getting that phone call? It's just unbelievable and unacceptable and it should never happen to anyone. She feels that locking up all of our children who are under the age of eighteen because they are out past a certain hour would be a violation of their constitutional rights and it's not the best way to achieve a more peaceful City.

Councilwoman Mejia said that her biggest concern with it is the criminalization of just being out after a certain time if you are of a certain age. The introduction that these youths are then going to be exposed to which is that they get put into a cop car and because there is no other place to be taken they will be taken to the Police Precinct where they will be exposed to other elements. She has heard stories that in the past the Churches came together and served as the intake place for this so maybe that would be an idea.

Mayor Kennedy said that this is a rock in a hard place discussion.

Councilman Brown said to Councilwoman Holmes that this Council is not ready to support that resolution because there are not enough dead bodies yet. Curfews may not be the answer but it could be a start. Let's see how many dead bodies we pile up on our young African-American youth in this City this year. *"Let's wait them out and see what happens"*

Councilwoman Mejia said that her challenge to that would be to not wait around and let's look at the data. Let's not run away from it. She certainly doesn't want to support waiting for more dead bodies on our doorsteps. She doesn't want to put any mother or family through that so she is willing to sit with whoever to pull up the data.

Councilwoman Abrams added that we could get more guns off the streets by ramping up our Gun Buy Back Program.

Mayor Kennedy said that the Gun Buy Back Program is a great Program but it generally doesn't get these guns off the streets. She agrees that the Council needs to hear a plan that Chief Cameron is working on in order to reduce the violence.

Chief Cameron said that in their analysis for the Group Violence Intervention the majority of the people that would be part of that have fallen into the sixteen to twenty-five age range. He added that we are also part of a collaborative with J.D.A.I. which is Juvenile Detention Alternative Initiative. We have had a PILOT Program since June of last year which has been very successful here in the City. The studies show that the detention of juveniles does not help the problem in fact it makes it worse.

Corporation Counsel, Michelle Kelson, suggested that they also broaden the data that they are looking at as gun violence clearly is something everyone would like to avoid and reduce. If you are looking to make your case for having this particular piece of legislation, you may want to look at a broader set of statistics besides just offenses related to guns, gunshots and gun violence.

Chief Cameron said that someone who is going to commit a felony is most likely not going to care that there is a curfew. That's why Banks don't have signs outside saying "*Don't Rob the Bank*" because a person who is going to rob the Bank is not going to listen to that sign. That is what Corporation Counsel means by lesser offenses. If there is a large problem with juveniles drinking or hanging out and smoking marijuana at night, chances are if there is a curfew that the Officers can enforce and the parents are for it then that's a different story than someone who is out there causing violence.

Councilwoman Holmes asked if we had any information about "Ban the Box".

Mayor Kennedy said that they are still waiting for the report to come back asked if someone would check with HR Consultants, LLC to see if they actually looked into that particular issue. She doesn't know what is in that report and what we asked them do to so let's make sure that we asked that question.

Councilwoman Holmes said she would like her tickets. She asked Michelle Kelson for her tickets.

Mayor Kennedy asked, "*Tickets for What*"?

Councilwoman Holmes responded that she can give out tickets.

Corporation Counsel, Michelle Kelson, asked if she meant Parking Tickets.

Councilwoman Holmes said "*no, not Parking Tickets*".

Councilman Brown said that there was a time when the Council Members were Peace Officers and we could write tickets for certain offenses.

Mayor Kennedy said it's still in the City Charter.

Councilwoman Holmes wants to know what they are and what she can write them for. She wants the breakdown.

Mayor Kennedy said that she wishes she could give a few Moving Violation Tickets.

Councilwoman Abrams said that she would love to give out Littering Tickets.

Mayor Kennedy said it would be great if they could issue them for littering. She would also love for us to create an award for people cleaning up or doing something good. She sees people doing good things and making things nice so if we are going to come down on the hard side she would also like to reward the people who are doing good things.

Councilwoman Angelo noted that she had called Councilwoman Holmes regarding another issue and found out that her Nephew was shot. It is up to the City Manager or the Police Chief to call each of them when something like this happens.

Mayor Kennedy said that an e-mail was sent out.

Councilwoman Angelo said that she needs a phone call. She felt bad because she did not know. In regard to the curfew, it was implemented for a short time when we had riots in the City back in the 1970's. When they talked to the Police back then, they said that they picked the kids up and brought them to the Police Station where they ended up babysitting because the parents never came to pick them. That is one of the reasons that they really never implemented it. Every Council talks about the same thing but do we have enough Policemen to handle this?

Mayor Kennedy said that the issues are not enough Police, making sure we are legal and as Councilwoman Mejia just mentioned she really believes that this is where the Churches and non-profits could step up and provide something for our young people to do. The bigger issue here, as the Police Chief said, is that if someone is bent on doing something illegal not much is going to stop them. We have to find ways to get to them before they get involved in things that take them down this other road.

There being no further old business to discuss this portion of the meeting was closed.

PUBLIC COMMENTS REGARDING GENERAL MATTERS

Vern Bell, Stewart Avenue in the Town of Newburgh, said that she has spoken a few times before about *"Ban the Box"* which is removing the question from the Newburgh Employment Application that asks *"Have you been convicted of any crime in the last seven years, if so explain"* She is pleased that there is going to be a Human Resources report but it is now three weeks later and she just doesn't want this to be forgotten so she will be here each meeting. She noted that two more acts of violence have happened in Newburgh since our last meeting and it's like the tip of the iceberg but underneath that lies many causes that need to be addressed to improve it. Among them is poverty of income or lack of jobs and poverty of spirit. Change is needed to overcome this and one of these changes is mass incarceration and the injustice to people who are poor African-Americans, Latinos or Immigrants. One small but important piece of this change is *"Ban the Box"* making it more possible for those who have paid the price of the crime, transformed themselves and are ready and willing to work to find jobs and help their families so that these sixteen years olds are hopefully getting a father again. Although the City does hire some with criminal records the applicant for the job doesn't know this and can be discouraged from going further with the hiring process. Newburgh needs to *"Ban the Box"* and they can be the first City in Orange County to do this. It will indicate that they are standing on the side of those who deserve a second chance to make a good life for themselves and their families.

Roxie Royal, City of Newburgh, reminded everyone that it is School Board Election time. On Wednesday evening at 7:00 P.M. on May 13th they will be having a Candidates Night at 111 South Street, Best Temple Church. She welcomed everyone to come out and listen to their Candidates to see what their vision is for the education of our children for the next two years. If we don't come out and support the Candidates who are working for our children, then it's our fault if they don't get the proper education. She wanted to speak about the shootings this past weekend and said that a curfew could be the answer. She is not against it but how will we control things when all of our kids have guns? She feels that we need to concentrate on getting the guns off the streets. We have too many of our children walking the streets with guns and when they get into an altercation they use them. We tried the Gun Buy Back Program to get the guns off the streets but that has not been successful and these young people are getting guns from somewhere. They are too young to buy them and this is something that we can't just push under the rug. How does a mother feel to see one of her children murdered? It's hard enough to lose a child naturally or from sickness but how do you handle being told that your child is dead from a gunshot? She believes that we need to concentrate on getting the guns off the streets because as long as they are out there we are going to have the killings with our young people. We all need to come together to try to work out some plans and it is our duty as City Officials, mothers and fathers in this community to try to get these guns off the streets.

Pete Sukeena, Board President of the Newburgh Professional and Business Association, invited the City Council and City Manager to an event on Wednesday, May 20th at 5:00 P.M. at Bliss Kitchen, 94 Robinson Avenue. The theme is Safety and Security in the City of Newburgh which is their top priority for this year. A speaker for that meeting will

be Chief Cameron who will talk about the challenges, efforts and successes so far relating to that topic. There will also be security professionals from local organizations there such as the Hospital, Mt. St. Mary's College, SUNY Orange, the School District and Newburgh Armory Unity Center to answer questions. He will make sure that they receive information on this but he wanted to extend his personal invitation.

Mayor Kennedy said that if she receives an e-mail on this she will blast it out to the World.

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

COUNCIL COMMENTS

Councilwoman Abrams mentioned that over the weekend we had a great cleanup at the River Front sponsored by Riverkeeper, the Newburgh Rowing Club and other government and environmental organizations. A lot of garbage and recyclables were picked up and disposed of and she wanted to also thank Taylor Recycling for the Dumpster.

Councilwoman Angelo said that momentum is picking up for the May 25th Memorial Day Parade. She reminded everyone that it's not too late to get applications in but she would like to do the lineup this week. She noted that Unity Center will be holding a Fundraiser on Saturday starting at 12:00 Noon with a variety of Bands that will playing all day long and the fee is \$10.00 per person. Also, there will be a discussion called Knowledge=Empowerment at the Newburgh Ministry on May 12th at 6:00 P.M. which will be about one hour long and at the Library they will discuss Distressed Properties on May 13th at 7:00 P.M. in the Auditorium.

Councilman Brown said that the Project Manager Group Violence Intervention is a grant funded position that the County is creating. He spoke with Legislative Dillard tonight and was told that they are going to vote on that resolution at their next meeting to pass this position which will be based here in the City of Newburgh. That person will be a liaison between the community, gangs and police to try to create a bridge between what is going on here in the City right now as well as other cities in the Nation. The qualifications for this position are that you have to have a Bachelor's Degree in Psychology, Sociology or Criminal Justice or a closely related field or the completion of at least sixty credited hours plus six years of experience. If anyone in the audience tonight or watching knows someone who may be qualified for this position, it will be based here in the City of Newburgh at the District Attorney's Office. If anyone knows someone, especially someone who lives in this City, who knows this City and is not afraid to go out on these streets to communicate with some of these Gangs or Organizations that are going on here right now. If you know anyone with these qualifications, please have them go to the Orange County Website to look for the posting and apply. Legislator Dillard has assured him that this resolution will pass and this position will be created for someone right here in the City of Newburgh. He thanked everyone for coming and wished them a good night.

Councilwoman Holmes thanked everyone for coming tonight and she noted that Chief Cameron, Chaplain Howard, herself and a lot of other invitees will be meeting in the Council Chambers for their first Gun Buy Back meeting on Friday, the 15th at 11:30 A.M. She also wanted to let everyone know that she will be having a Ward Meeting on Tuesday, June 2, 2015 at the Activity Center starting at 5:30 P.M. Also, on Saturday, June 13, 2015 at Downing Park they will hold a day of unity in the community called The Plan for Peace which will be held from 9:00 A.M. to 8:00 P.M. There will be a Talent Show, a Walk for Peace, DJ, live Bands, Gospel Choir, dancing, face painting, tables as well as a bouncy house and a Youth Talent Show.

Councilwoman Lee announced that on Sunday she and Phil Howard will be sponsoring a Day of Peace on Sunday the 17th from 3:00 P.M. to 8:00 P.M. at Downing Park. She believes that there will be food, music, Prayer and activities. She thanked everyone for coming out and wished them a good night.

Councilwoman Mejia thanked everyone for coming out tonight and offered her condolences to the families of this weekend's violence that we had. The event that Councilwoman Angelo mentioned that is tomorrow at the Newburgh Ministry is one of the outcomes that came out of the carbon monoxide poisoning. It will be at 6:00 P.M. and Chief Vatter, representatives from Hudson Valley Legal Services and other partners like the Orange County Health Department will conduct a community discussion on our Rental Registry. What the rights and responsibilities of tenants are and a sign up program for healthy neighborhoods. On Wednesday there will be the meeting at the Library to continue the discussions about what we do with our properties. At the last Council Meeting she did a slide presentation about some of the distressed properties in Ward 1 and she is happy to report that with the help of DPW one of our eyesores at 260 Liberty Street was cleaned up last week. That area of Liberty Street is very important with Audrey Carey Park there. We have Audrey Carey Park and Tyrone Crabb Park on South Street and anytime you pass by the Tyrone Crabb Park there are so many people there. Even this morning before the Horizons School let students in there were children playing in that Park so this made her think about what's going on with Audrey Carey Park. It has the facilities but we hardly utilize it as there are a couple of things that need to be upgraded and maintained better. If you look around that Park fifty percent of the buildings are boarded up or collapsing so she thinks that needs to be changed and they have to figure out what to do with the property that sits right on that Park. That is a great potential site for some sort of community center or something but they have to activate all of these places that are just sitting empty causing depression and despair to our community. She added that she is looking forward to the discussions we need to have about our Capital Plan which was very exciting at the Work Session.

Mayor Kennedy thanked everyone for coming tonight and said that her heart goes out to the families and the City following the death of another young person this weekend. She said it feels like a stab in her own heart because it gives her a helpless feeling. She said that she was raised with three brothers and she had four sons and young men have a lot of testosterone so they are flexing their muscles and proving who's who. Her father used to talk about all of the fist fights, bar fights and street fights he used to have so she thinks that young men have been fighting about turf and territory since time began. Her father, brothers and kids walked away from their fights but the kids today aren't walking away because of the guns. They are not just fighting with their fists they are fighting with guns and guns kill. They are fighting with knives and knives kill. She doesn't know what the answer is. Where she grew up every household had a gun and gun racks were in the back of trucks yet nobody in her High School was ever killed with a gun. It isn't exactly the guns; it's a way of thinking about how we solve problems and how we declare our turf so there is so much more to this and we have to get to the bottom of it. As Councilwoman Holmes pointed out, we have a lot of young people out there who are trying to figure out a way to feel

important and that they are somebody and a gun does that about the easiest way possible. How do we reach these young men and women to help them feel important and like they belong before we get to this stage of taking out the guns and proving who we are? There has to be an answer and she knows that Chief Cameron is talking about the whole Social Services and wrap around services by reaching out to these young people so as we start doing that maybe it will make a difference. At any rate she is sad and disheartened that there is one more young person dead. With all of the things that we are doing to bring peace and unity she encouraged everyone to get and out and support them the best they can. Whenever someone is doing something good, get out and support them. Add your energy to that positive energy so that we can dilute some of these other things. She noted that we got a grant, which is positive news, from Hudson Valley Greenway for \$7,500.00 to work on our Green Projects. She also informed everyone about the 21st Annual Violent Gang Information Sharing Conference at New York Hall of Science in Corona, New York on June 3rd and 4th. If anyone is interested in that, she has information. We also have the Parade and the Newburgh Illuminated Festival picking up and these are all positive ways to bring positive energy into the City. They are working hard and probably have about thirty Bands for the Newburgh Illuminated Festival which will be on lower Broadway and Liberty Street so they are looking for vendors. If you want to advertise what you do, go online at newburghilluminatedfestival.com. She encouraged everyone to help support people who are trying to do these good works because it is bringing that good energy into the City that helps dilute some of the violence. By bringing more good things in it gives people more options and keeps building up what we need to do in this City.

There being no further business to come before the Council the meeting adjourned at 9:10 P.M.

LORENE VITEK
CITY CLERK