

A regular meeting of the City Council of the City of Newburgh was held on Monday, March 22, 2010 at 7:00 P.M. in the Council Chambers, City Hall, 83 Broadway, Newburgh, NY 12550

The Prayer was led by Mayor Valentine and the Pledge of Allegiance was led by Councilwoman Bell.

Present: Mayor Valentine, presiding; Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard-5

Councilwoman Angelo moved and Councilwoman Bello seconded that the minutes of the regular meeting of March 8, 2010 be approved.

Ayes-Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine-5

CARRIED

Councilwoman Angelo moved and Councilwoman Bello seconded that the City Clerk's Report and Registrar of Vital Statistics Report for the month of February be received, filed and made available to the Press.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

CARRIED

PRESENTATIONS

Craig Marti, P.E., City Engineer and Lee Ecker, P.E., CHA Companies explained the Route 9W Reconstruction Detour Route. Mr. Eckler said that construction will be starting soon and will last two seasons. It will begin on both ends with one lane opened for vehicles traveling southbound and a detour to Dr. Martin Luther King Blvd., (River Road) for vehicles traveling northbound. Along with a that detour there will also be a temporary traffic light installed at the intersection of Colden Street and Dr. Martin Luther King Blvd., (River Road) to help with the traffic flow.

Mayor Valentine asked if this information will be put onto the City's website.

Mr. Eckler responded that it will be.

Mayor Valentine then asked if during the two year time frame, will the road be drivable at the end of one season so that when the detour is closed during the winter both lanes will be passable?

Mr. Eckler said that they did put requirements in the documents to make sure of that.

A resident asked if any work will be done to the infrastructure as well.

Mr. Eckler answered that there will be a replacement of some of the lines.

A resident asked if traffic on Washington Street will still be open in both directions.

Mr. Eckler responded that yes it will be.

Councilman Dillard gave an update on Friday's meeting with the Clergy leaders. He said that he felt it was necessary to call this meeting with the Clergy, community leaders and residents to stress upon them that we can definitely deal with the problems we have had in these past weeks. We have a criminal and a social problem here in the City and he submitted objectives to the meeting participants and the Council which he said are at their disposal if they should desire. The first objective is to assist law enforcement agencies to eliminate an environment of violence and crime in the City of Newburgh. The second objective is to coordinate a leadership of the Clergy, community members, school district, Federal, State, County and City government to develop strategy in looking for funding sources to create a partnership and have the desire to be involved based on the challenges of this City. This meeting was a promising first step and yes we made mistakes. Some people said that the meeting should not have been held at 3:00 p.m. but we can have a meeting at any time. He asked the Mayor to consider forming a task force to deal with some of the issues that we are having here in the City of Newburgh. One thing he found out at this meeting is that we have a lot of agencies and good people who are willing to step forward. At the next meeting we hope to have an organized plan put together and the School system should be a part of this also.

Councilwoman Angelo moved and Councilwoman Bello seconded that the Verified Notices of Claim, Summons & Complaints and Order to Show Cause and Notice of Claim be referred to Corporation Counsel with power to act.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

CARRIED

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Aquanetta Wright, 197 N. Miller St., said in regard to resolution #66-2010 concerning the City's Art Along the Hudson Project that this has been a great program that is positive for the City of Newburgh. She hopes that the City supports giving money to be a part of this because it is a win win thing and they are a dynamic group of people.

Lisa Piperatro, City of Newburgh noted that the entire Codes Department was completely hospitable and helpful to her recently. She added that she was at Councilman Dillard's meeting on Friday and felt it was great to have this meeting but the school was not there.

Denise Ribble, City of Newburgh said that at the Work Session there was a presentation added for the Waterfront Advisory Committee to fill a vacancy and she doesn't see it on the agenda tonight.

Mayor Valentine said that he thinks they are waiting for the name of the recommendation.

Denise Ribble said that the name was given on Thursday so if they can do that it would be great.

Councilman Dillard said that he thinks on Friday when they were scrambling around to get things taken care of he thought that she would be at the meeting.

Denise Ribble said that she was sorry she wasn't able to make the meeting on Friday.

Mayor Valentine said that they will get that out at the next meeting.

There being no one else wishing to speak, this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Dillard wished to thank Liz, Ann and Rick for there invaluable assistance and the Council for supporting the meeting on Friday.

There being no one else wishing to speak, this portion of the meeting was closed.

CITY MANAGER'S REPORT

Acting City Manager, Richard Herbek read another letter of resignation/retirement submitted to him by Stephen Ruelke, City Assessor effective the end of business on April 15, 2010. He will make sure that all is in order and on schedule in terms of preparation of the 2010 Tentative Assessment Roll. He has appreciated the opportunity to serve the people of the City and noted that Newburgh is the only municipality in Orange County to receive the Excellence in Equity Award from the New York State Office of Real Property Services. He credited the talent and skills of his staff, Marion Perna, Angela Collery and Angelo Lallis and said that it has been a great gift to work with them.

RESOLUTION NO.: 59 - 2010

OF

MARCH 22, 2010

A RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR

WHEREAS, a Project for the Reconstruction of Robinson Avenue from Broadway (Route 17K) to the north City Line in the City of Newburgh, Orange County, identified as PIN 8239.16 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, Resolution No.: 113-2001 adopted by the City of Newburgh on July 9, 2001 approved of, and agreed to provide 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work; and Resolution No.: 16-2006 adopted by the City of Newburgh on January 23, 2006 approved of, and agreed to provide 100% of the non-federal share of the costs of additional preliminary engineering work and right of acquisition work; and

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering work not contemplated in the original agreement authorized by the previous Resolutions; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional preliminary engineering work for the Project; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of additional preliminary engineering work;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council hereby approves the above-subject project; and

BE IT FURTHER RESOLVED, that this Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of additional preliminary engineering work for the Project or portions thereof; and

BE IT FURTHER RESOLVED, that the sum of \$192,000.00 (\$932,090.00 minus previous of \$740,090.00) is hereby appropriated from the Engineering Line HROB 1440.2 and made available to cover the cost of participation in the above phase of the Project; and

BE IT FURTHER RESOLVED, that in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof; and

BE IT FURTHER RESOLVED, that the City Manager of the City of Newburgh be and he is hereby authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement of approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefor that are not so eligible; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution is to be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

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

Councilwoman Bell asked for an explanation on what this means.

Acting City Manager, Richard Herbek said that this is for the Robinson Avenue Reconstruction Project from Broadway to the North City line.

Mayor Valentine said that this is the money that Craig Marti talked about at the Work Session. Extra money he was able to achieve.

City Engineer, Craig Marti explained that there was additional funding available from the Orange County Transportation Council so this authorizes the City Manger to enter into a reimbursement contract with DOT.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 60_- 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE APPLICATION OF PAVEMENT MARKINGS ON NON-COUNTY
ROADS FOR THE 2010 SEASON**

WHEREAS, the County of Orange has the necessary staff, equipment, experience and wherewithal to apply pavement markings upon non-County streets, roads and highways; and

WHEREAS, the County has offered to enter into an Agreement with the City of Newburgh to provide such service according to the terms and conditions of the proposed contract attached hereto; and

WHEREAS, such Agreement would be in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be and she is hereby authorized to execute on behalf of the City of Newburgh the subject Agreement with the County of Orange for the Application of Pavement Markings by the County for the benefit of the City on non-County streets, roads and highways, pursuant to the terms thereof.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

60-10

**AGREEMENT FOR APPLICATION OF PAVEMENT MARKINGS
BY THE COUNTY ON TOWN, VILLAGE AND CITY HIGHWAYS
WITHIN ORANGE COUNTY**

THIS AGREEMENT, made this _____ day of _____, 2010, between the **COUNTY OF ORANGE**, a Municipal Corporation of the State of New York, (hereinafter referred to as "**COUNTY**"), and the **TOWN, CITY OR VILLAGE OF _____**, Orange County, New York (hereinafter referred to as "**MUNICIPALITY**").

WITNESSETH

WHEREAS, the **COUNTY** has the necessary machinery and equipment to apply pavement markings upon certain Non-County Roads in said **MUNICIPALITY**; and whereas, it will be beneficial to the **MUNICIPALITY** for said work to be performed by the **COUNTY**; and

NOW, THEREFORE, pursuant to General Municipal Law Article 5-G, and in consideration of the mutual covenants contained herein, it is agreed between the parties hereto as follows:

- (1) The **COUNTY** will furnish all necessary equipment and cause the work to be performed in accordance with the Manual of Uniform Traffic Control Devices.
- (2) The **MUNICIPALITY** will purchase all required paint as directed by the **COUNTY**. Glass spheres will be supplied by the County as needed, and be billed accordingly to the **MUNICIPALITY**. Paint and glass spheres will be applied as required per NYSDOT specifications and/or Manual of Uniform Traffic Control Devices. All paint to be delivered to Orange County Department of Public Works yard, 2455-2459 Route 17M, Goshen, New York.
- (3) It shall be the responsibility of the **MUNICIPALITY** to dispose of all empty paint containers from material used in their jurisdiction.
- (4a) For projects of 6 miles road length or less of either yellow or white markings, the **COUNTY** will supply one paint machine truck with driver and up to two (2) operators thereon. (See attached Rate Schedule).
- (4b) For projects of over six (6) miles road length of either color the **COUNTY** will be required to supply an additional truck with driver to carry material. (See attached Rate Schedule).
- (5) The **MUNICIPALITY** shall be solely responsible and liable for all maintenance and protection of traffic necessary in conjunction with this work, including the requirement to furnish and remove all traffic controls as needed, (i.e.: cones, signs, flagmen, etc.), as determined by Orange County Department of Public Works.
- (6) It is anticipated that all projects will be completed in one visit to the **MUNICIPALITY**. If a second visit is necessary at a later date, it will be scheduled by the **COUNTY** as soon as practicable for the **COUNTY**.

- (7) For the above described pavement markings, the **MUNICIPALITY** shall pay to the **COUNTY** on or before the 30th day following completion of said work, the amount billed by the **COUNTY** based upon the attached rate schedule.
- (8) The **MUNICIPALITY** shall immediately, notify the **COUNTY** Commissioner of Public Works of any action, proceeding, claim, or demand against the **MUNICIPALITY** arising from or out of the work performed pursuant to this Agreement.
- (9) The **MUNICIPALITY** shall maintain the following insurances covering both the **MUNICIPALITY** and the **COUNTY** as it applies to liability under this Agreement:
 - A. General Liability Insurance with a combined single limit of \$1,000,000.
 - B. Auto Liability Insurance with a combined single limit of \$1,000,000.
 - C. Workers' Compensation and Disability coverage as required by the New York State Workers' Compensation Board.

The **MUNICIPALITY** shall attach to this Agreement a current Certificate of Insurance. The Certificate of Insurance will name the County of Orange as an additional insured with respect to this Agreement.

Any **MUNICIPALITY** that does not carry liability insurance shall provide the County of Orange with a letter of indemnification that holds the County of Orange harmless in the event of any action brought against the County of Orange pertaining to this Agreement. Said letter shall be approved by the Orange County Department of Law in advance of any work being performed.

Each insurance policy required by this Agreement shall be endorsed to state that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after sixty days prior written notice by certified mail, return receipt requested, to the County's Risk Management Division. Any insurance coverage replaced or renewed during this Agreement will be evidenced by a new Certificate of Insurance being supplied to the County of Orange by the **MUNICIPALITY**.

The **MUNICIPALITY'S** insurance coverage or self-insurance deductible shall be primary insurance as respects to the **COUNTY**, its officials, employees, or volunteers; and shall be in excess of the **MUNICIPALITY'S** insurance or self-insurance/deductible and shall not contribute with it.

The **MUNICIPALITY** shall include any subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. Coverages for subcontractors shall be subject to all of the requirements stated herein.

- (10) INDEMNIFICATION: The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party of any other person or entity, arising out of services pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the MUNICIPALITY, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of the MUNICIPALITY, either within or without the scope of his respective employment, representation, agreement or agency, or arising out of the MUNICIPALITIES negligence, fault, act or omission, then the COUNTY shall have the right to require payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

- (11) Subject to provisions and limits of Paragraph "9" of this Agreement, the MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY against any claim arising from or occasioned by the manner of performance or non-performance of the functions under this Agreement.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be signed by its County Executive, and the MUNICIPALITY has caused the same to be executed by its _____, pursuant to Resolution of its TOWN or VILLAGE Board, or its CITY Council, adopted _____.

CITY, VILLAGE or TOWN of _____

COUNTY OF ORANGE

BY: _____
SUPERVISOR/MAYOR

BY: _____
EDWARD A. DIANA
COUNTY EXECUTIVE

DATE: _____

DATE: _____

RATE SCHEDULE FOR 2010 PAVEMENT MARKINGS AGREEMENT
(Orange County Labor and Equipment Only)

R1: Centerline Projects 6 Miles or Less. One (1) Truck (Paint Machine) Two (2) Operators/Drivers	\$ 84.00 Hour <u>80.61</u> Hour
TOTAL:	\$164.61
USE:	\$165.00 / Per Hour
R2: Centerline Projects Over 6 Miles Two (2) Trucks (One with Paint Machine) Two (2) Operators/Drivers	\$ 90.34 Hour <u>80.61</u> Hour
TOTAL:	\$170.95
USE:	\$171.00 / Per Hour
R3: Combined Projects of Centerline and Edgeline with neither one over 6 miles. One (1) Truck (Paint Machine) Three (3) Operators/Drivers	\$ 84.00 Hour <u>118.75</u> Hour
TOTAL:	\$202.75
USE:	\$203.00 / Per Hour
R4: Combined Projects of Centerline and Edgeline with either one over 6 miles. Two (2) Trucks (One with Paint Machine) Three (3) Operators/Drivers	\$ 90.34 Hour <u>118.75</u> Hour
TOTAL:	\$209.09
USE:	\$209.00 / Per Hour

NOTES:

1. Labor and equipment rates will be charged at the above fixed rates.
2. All projects shall be prescheduled and identified with an established scope of work with ORANGE COUNTY DEPARTMENT OF PUBLIC WORKS.
3. All billing times are to include travel time in one direction (i.e. to the job site).
4. Only centerline striping and edge line striping shall be offered.
5. Material costs will be billed based on actual use, per Item 2.

RESOLUTION NO.: 61 - 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT FOR VENDOR SERVICES WITH
KELLY KANE TO SERVE AS A TEMPORARY PART-TIME GRANTS
COORDINATOR TO ASSIST THE CITY OF NEWBURGH POLICE
DEPARTMENT FOR THE PERIOD OF JANUARY 1, 2010 THROUGH
JUNE 30, 2010 AT THE RATE OF \$25.00 PER HOUR NOT TO EXCEED
20 HOURS PER WEEK**

WHEREAS, pursuant to Resolution No. 225-2006 of November 13, 2006, the City Manager was authorized to retain the services of Kelly Kane to serve as an administrator and coordinator of grants and grant-funded programs; and

WHEREAS, Kelly Kane can continue to provide the coordination and management skills, as set forth in the Scope of Services section of the annexed agreement, that will assist the City of Newburgh Police Department in organizing and managing its grant funding; and

WHEREAS, funding to retain such services for the period January 1, 2010 through June 30, 2010 shall now be secured through the Project Safe Neighborhood Anti-Gun Grant; and

WHEREAS, retention of such services requires the execution of an agreement in substantially the same form attached hereto; and

WHEREAS, continuing the retention of such service is deemed to be in the best interests of the City of Newburgh Police Department and of the City and its citizens generally;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with Kelly Kane, in substantially the same form as annexed hereto to retain Ms. Kane's services as a part time grants coordinator to provide management assistance with respect to the Police Department's grant funding for the period of January 1, 2010 through June 30, 2010; Ms. Kane is to be

paid at the rate of \$25.00 per hour for a work week not to exceed 20 hours per week.

Councilwoman Bell asked if this is a budget item.

Acting City Manager, Richard Herbek responded with a "yes".

Councilman Dillard said that he believes this was through a grant.

Mayor Valentine explained that this is through the Project Safe Neighborhood Anti-Gun Grant.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

6-10

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2010, 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 KELLY KANE, an individual consultant with principal offices at 297 Hudson Street, Cornwall on Hudson, New York 12550, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual

property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning January 1, 2010 and ending on June 30, 2010, unless extension expressly authorized by the City Council.

VENDOR shall perform twenty (20) hours of service per week hereunder, unless additional hours are expressly authorized by the Chief of Police.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in the amount of twenty-five (\$25.00) and NO/Dollars per hour worked. VENDOR SHALL submit to the Chief of Police a weekly invoice for SERVICES rendered during the prior week, or as otherwise required by the Chief of Police and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will

notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such

person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

ARTICLE 7. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR 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, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR 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.

ARTICLE 8. ASSIGNMENT AND SUBCONTRACTING

VENDOR 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 Manager of the CITY. 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. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

ARTICLE 9. BOOKS AND RECORDS

VENDOR agrees to maintain and retain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 10. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request.

ARTICLE 11. INSURANCE AND INDEMNIFICATION

VENDOR shall be responsible for securing such insurance coverage for itself as VENDOR shall deem necessary and appropriate. CITY shall be in no way responsible for insuring VENDOR against any losses, damages or claims by third parties arising out of VENDOR's performance of services under this Agreement.

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of

the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

ARTICLE 12. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

ARTICLE 13. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR 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 publicly or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR's 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.

ARTICLE 14. TERMINATION

Either party may, by written notice to the other effective upon mailing, terminate this Agreement in whole or in part at any time (i)

for convenience, (ii) upon the failure of the other party to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures.

ARTICLE 15. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 16. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 17. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three

(3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

ARTICLE 18. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 19. 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. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

{THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK}

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: _____
RICHARD F. HERBEK
ACTING CITY MANAGER

BY: _____
KELLY KANE

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BERNIS E. NELSON
CORPORATION COUNSEL

CHRISTINE MITCHELL
COMPTROLLER

SCHEDULE A

SCOPE OF SERVICES

1. The Vendor shall coordinate and manage all grant funding received through the City of Newburgh Police Department.
2. The Vendor shall act as liaison between the City of Newburgh Police Department and the City of Newburgh Office of the Comptroller for all financial matters concerning grant funding.
3. The Vendor shall review all new grant applications for accuracy and confer with the Chief of Police to ensure that he is aware of the exact terms and conditions of the application.
4. The Vendor shall forward all grant applications to the City Manager's Office, Corporation Counsel and Comptroller.
5. The Vendor shall ensure that a resolution is drawn up by the Corporation Counsel to be forwarded to the City Council for approval.
6. The Vendor shall ensure that contracts are executed by all parties under all grants awarded to the Police Department.
7. The Vendor shall voucher the New York State or Federal government for reimbursement of monies paid out by the City of Newburgh.
8. The Vendor shall ensure that all quarterly, semi-annual and annual progress reports are completed by the property grant administrator within the Police Department.
9. The Vendor shall meet with each grant administrator bi-weekly to update them on the financial status of each grant.
10. The Vendor shall seek further grant funding and assist in writing new grants as time permits.

RESOLUTION NO.: 62 - 2010

OF

MARCH 22, 2010

**A RESOLUTION IN SUPPORT OF AN APPLICATION BEING
PREPARED BY THE TOWN OF NEW CASTLE FOR A
HIGH PRIORITY PLANNING GRANT**

WHEREAS, the Council of the City of Newburgh, County of Orange, recognizes that there are inherent benefits in cooperating with other municipal jurisdictions to study and implement the sharing of municipal computer and software support services; and

WHEREAS, the decision to use certain computer software in various government departments is made primarily for the purpose of meeting a particular department's individual need; and

WHEREAS, the integration of that software with other operating software systems may not be the primary factor in reaching a determination; and

WHEREAS, each software application or a combination of several software applications must reside on a series of computer servers that each municipality must purchase, support and upgrade as software requirements become more complicated; and

WHEREAS, the cost of purchasing, supporting and maintaining redundant equipment over time becomes an increasing financial burden to local governments; and

WHEREAS, the use of technology in the public sector should, among other things, benefit our residents by providing them internet access to City Hall to transact business, purchase permits and enroll in various programs; and

WHEREAS, to develop the specific security and privacy policies for integrated software applications on public "Smarter Cloud Platform" will necessitate additional planning and system development on the part of the cooperating municipalities, software vendors and cloud host;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby supports the grant application being prepared by

the Town of New Castle, serving as the lead agency for the consortium of participating communities seeking to receive \$50,000.00 in funding from the New York State Department of State under the Local Government Efficiency Grant Program.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 63 - 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO REJECT THE BIDS RECEIVED IN CONNECTION
WITH THE DEMOLITION OF A BUILDING ON THE PROVAN SITE**

WHEREAS, the City of Newburgh has advertised for bids with respect to the demolition of a building located on the Provan site; and

WHEREAS, it has now become necessary to reject all bids due to non-responsive bids received by the two apparent low bidders; and

WHEREAS, this Council feels it is in the best interests of the City of Newburgh to re-advertise and re-bid for said project,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council hereby rejects all bids for the demolition of a building located on the Provan Site; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby directed to re-advertise for bids for the demolition of a building on the Provan Site.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 64 - 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO LEON GRABLE
TO THE PREMISES KNOWN AS 226 ROBINSON AVENUE
(SECTION 7, BLOCK 2, LOT 9)**

WHEREAS, on December 29, 1997, the City of Newburgh conveyed property located at 226 Robinson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 7, Block 2, Lot 9, to Leon Grable; and

WHEREAS, the owner, by his attorney, has requested a release of the restrictive covenants contained in said deed; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

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

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

ADOPTED

RESOLUTION NO.: 65 - 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONSENT JUDGMENT
IN TAX CERTIORARI PROCEEDINGS REGARDING
TD BANK NORTH, N.A., SUCCESSOR IN INTEREST TO
HUDSON UNITED BANK**

WHEREAS, the City of Newburgh is desirous of settling a tax certiorari proceeding filed by Hudson United Bank in the year 2003; and

WHEREAS, said settlement requires the City to execute a Consent Judgment to resolve such proceeding; and

WHEREAS, this Council has examined the Consent Judgment and has determined it to be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager, or his designee, be and he hereby is authorized to execute the Consent Judgment annexed hereto in connection with the tax certiorari proceeding regarding TD Bank North, N.A., successor in interest to Hudson United Bank.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

ORDINANCE NO.: 2 - 2010

OF

MARCH 22, 2010

AN ORDINANCE AMENDING SECTION 6-3
ENTITLED "SIGNING OF CHECKS" OF THE CODE
OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York, that Section 6-3 of the Code of the City of Newburgh entitled "Signing of Checks" be and is hereby amended to read as follows:

§ 6-3. Signing of checks and bank wire transfers

- a. Checks issued by the City of Newburgh in any amount up to [\$2,499.99] \$9,999.99 shall require one signature. Such checks shall be signed by the City Manager, Director of Finance, or the City Comptroller. Bank wire transfers in any amount up to \$9,999.99 may be initiated by the Comptroller in-lieu of a check being issued. [if at such time the position of Director of Finance is vacant, or is not held by a person who is at such time also holding the title and/or performing the functions of the City Manager or City Comptroller. If such is the case, then such checks shall be signed on behalf of the City Collector.]
- b. Checks issued by the City of Newburgh in any amount of [~~\$2,500~~] \$10,000 or more shall require two signatures. Such two signatures shall be the City Manager and either [be those of] the Director of Finance or the City Comptroller. [and the City Manager.] Bank wire transfers in any amount of \$10,000 or more may be initiated by the Director of Finance or the City Comptroller in lieu of a check being issued upon approval of the supporting Claim Voucher by the City Manager. [If at such time there is a vacancy in either the office of City Manager or Director of Finance, or if at such time one person is holding the title and/or performing the functions of both City Manager and the Director of Finance, then the two signatures required by this provision shall be those of the person serving as City and/or Director of Finance and of the City Collector.]
- c. The Director of Finance or the City Comptroller is authorized to transfer funds between accounts within and between banking institutions as required to properly segregate City funds for their proper designation and use.

THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

[Brackets] denote deletions

Underlining denotes additions

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 66 - 2010

OF

MARCH 22, 2010

**A RESOLUTION TO AUTHORIZE A TRANSFER OF FUNDS
FROM CELEBRATIONS TO GIFTS AND DONATIONS
TO COVER THE COST FOR THE ART ALONG THE HUDSON PROJECT**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that upon the recommendation of the City Manager, that the following budget transfer for the year 2010 be and hereby are made from available funds:

General Fund	From	To
A 7550.0763 - Celebrations	\$1,750.00	
A2705 - Gifts & Donations		\$1,750.00

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

**Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5
ADOPTED**

RESOLUTION NO.: 67 - 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEARS 2006 THROUGH 2009 RELATIVE TO
7-9 VAN NESS STREET (SECTION 29, BLOCK 6, LOT 3)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such actions being designated as Orange County Index Numbers 2006-9696, 2007-11250, 2008-011978 and 2009-12857; and

WHEREAS, Joscon, Inc., by their attorney, served an Answer to each such action in regard to the foreclosure of 7-9 Van Ness Street (Section 29, Block 6, Lot 3); and

WHEREAS, Mr. Colon of Joscon, Inc. is prepared to settle such actions;

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to withdraw the liens on the property located at 7-9 Van Ness Street (Section 29, Block 6, Lot 3), City of Newburgh, from the Lists of Delinquent Taxes, provided that the sum of Thirty Three Thousand One Hundred Thirteen And 85/100 (\$33,113.85) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2009/2010 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before April 30, 2010.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 68 - 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEARS 2006 THROUGH 2009 RELATIVE TO
279 LIBERTY STREET (SECTION 18, BLOCK 5, LOT 8)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such actions being designated as Orange County Index Numbers 2007-11250, 2008-011978 and 2009-12857; and

WHEREAS, Joscon, Inc., by their attorney, served an Answer to each such action in regard to the foreclosure of 279 Liberty Street (Section 18, Block 5, Lot 8); and

WHEREAS, Mr. Colon of Joscon, Inc. is prepared to settle such actions;

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to withdraw the liens on the property located at 279 Liberty Street (Section 18, Block 5, Lot 8), City of Newburgh, from the Lists of Delinquent Taxes, provided that the sum of Seventy Three Thousand Nine Hundred Seventy One And 48/100 (\$73,971.48) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2009/2010 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before April 30, 2010.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 69 - 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEARS 2006 THROUGH 2009 RELATIVE TO
146 CHAMBERS STREET (SECTION 18, BLOCK 5, LOT 29)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such actions being designated as Orange County Index Numbers 2002-8112, 2003-7981, 2004-7859, 2005-8430, 2006-9696, 2007-11250, 2008-011978 and 2009-12857; and

WHEREAS, Joscon, Inc., by their attorney, served an Answer to each such action in regard to the foreclosure of 146 Chambers Street (Section 18, Block 5, Lot 29); and

WHEREAS, Mr. Colon of Joscon, Inc. is prepared to settle such actions;

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to withdraw the liens on the property located at 146 Chambers Street (Section 18, Block 5, Lot 29), City of Newburgh, from the Lists of Delinquent Taxes, provided that the sum of Fourteen Thousand Eight Hundred Seventy Six And 07/100 (\$14,876.07) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2009/2010 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before April 30, 2010.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 70 - 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE TOWN
OF NEWBURGH TO PROVIDE FOR THE EXPANSION OF THE
CROSSROADS SEWER DISTRICT AND AN UPGRADE OF THE
CRESCENT AVENUE PUMP STATION**

WHEREAS, the Town of Newburgh ("Town") needs to expand the Crossroads Sewer District to include the Stone Street area in the Town of Newburgh; and

WHEREAS, service of that area is dependent upon connection to the City of Newburgh ("City") sewer system Crescent Avenue Pump Station; and

WHEREAS, the Crescent Avenue Pump Station cannot accommodate the proposed flows in its existing condition and therefore needs to be rehabilitated to serve this area; and

WHEREAS, the Town of Newburgh has proposed to fund an upgrade of the existing pump station as part of their sewer district extension project; and

WHEREAS, the City's proportionate share of the pump station rehabilitation cost will be paid for through a reduction of its sewer operation and maintenance charges as levied through the existing inter-municipal agreement between the Town and City dated May 6, 2004; and

WHEREAS, the treatment of the flows from the extension will be treated at the City of Newburgh Waste Water Treatment Plant in accordance with the inter-municipal agreement of May 6, 2004; and

WHEREAS, it has been determined by this Council that the City and Town will mutually benefit from this project;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York authorizes the City Manger to negotiate and execute the necessary agreements and related contracts, to include such terms and conditions

as required by the Corporation Counsel, with the Town to provide for the upgrade of the Crescent Avenue Pump Station, the cost of such upgrade to be borne by the Town with a concomitant credit by the City against sewer operations and operation charges to the Town.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 71 -2010

OF

MARCH 22, 2010

**A RESOLUTION APPOINTING MARY ANN PROKOSCH
AND RE-APPOINTING PATRICIA SOFOKLES
TO THE BOARD OF ASSESSMENT REVIEW**

WHEREAS, it is necessary to appoint members to vacancies on the Board of Assessment Review; and

WHEREAS, each member of such Board serve a five-year term; and

WHEREAS, there currently exists a vacancy on said Board as Anthony Takahashi can no longer serve on the board; and

WHEREAS, it is necessary to re-appoint one member whose term of office expired and who is willing to serve a new term;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Assessment Review for the term indicated:

1. Mary Ann Prokosch, to complete the term of former member Anthony Takahasi who resigned, which term shall expire on September 30, 2010; and

BE IT FURTHER RESOLVED, that the following individual be and is hereby re-appointed to the Board of Assessment Review for the term indicated:

1. Patricia Sofokles, to serve a new five-year term commencing retroactively on October 1, 2009 and expiring on September 30, 2014.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 72 - 2010

OF

MARCH 22, 2010

**A RESOLUTION APPOINTING CINDY HOLMES TO THE
MUNICIPAL CIVIL SERVICE COMMISSION
OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Cindy Holmes be and is hereby appointed to complete the term of former member Carmen Diaz commencing immediately and expiring on May 31, 2010.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 73 - 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT AN OFFER TO GIFT TO THE CITY
THE PROPERTY KNOWN AS 221 FIRST STREET
IN THE CITY OF NEWBURGH**

WHEREAS, an offer to gift property located at 221 First Street, Section 29, Block 5, Lot 2 on the official Tax Map of the City of Newburgh has been received from Habitat for Humanity of Greater Newburgh, Inc.; and

WHEREAS, the offer has been reviewed by the appropriate City departments and it has been determined to be in the best interests of the City of Newburgh to accept such offer; and

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be and he hereby is authorized to accept a gift of property located at 221 First Street in the City of Newburgh, by Bargain and Sale Deed, from Habitat for Humanity of Greater Newburgh, Inc. to the City of Newburgh.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 74 - 2010

OF

MARCH 22, 2010

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND J. DWIGHT HADLEY, CPA FOR
PROFESSIONAL CONSULTING SERVICES IN THE AREA
OF GOVERNMENTAL ADMINISTRATIVE AND FINANCIAL
MANAGEMENT**

WHEREAS, this Council, by Resolution No.: 14-2010 of January 11, 2010, authorized the City Manager to enter into an agreement with J. Dwight Hadley, CPA for professional consulting services; and

WHEREAS, such agreement expires on March 31, 2010; and

WHEREAS, the City of Newburgh wishes to enter into an agreement to provide for an additional ninety (90) days of service; and

WHEREAS, the agreement is for providing assistance in the area of governmental administrative and financial management in the form of consulting services; and

WHEREAS, the rate for these services is \$70.00 per hour with a minimum of sixteen (16) hours per week; 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 City Manager be and he is hereby authorized to enter into the agreement with J. Dwight Hadley, CPA, in substantially the same form as annexed hereto with any other provision that Corporation Counsel may require, at a rate of \$70.00 per hour for consulting services in the area of governmental administrative and financial management.

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

Ayes, Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

74-10

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of April, 2010, 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 J. DWIGHT HADLEY, CPA, an individual with an address of 14 Mountain Way, Clifton Park, New York 12065, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning April 1, 2010, and ending on June 30, 2010 or upon termination as provided under ARTICLE 17 TERMINATION of this Agreement.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within fourteen (14) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole

or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR 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, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR 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.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR 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 Manager of the CITY. 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. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR 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.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit

requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an

unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR 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. VENDORS 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.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective thirty (30) days after mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt. The VENDOR may, by written notice to CITY effective thirty (30) days after mailing terminate this Agreement in whole or in part at any time (i) for VENDOR'S convenience, (ii) upon the failure of the

CITY to comply with any terms and conditions of this Agreement, or (iii) upon the City becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event either party terminates this Agreement, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated,

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to

the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. 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. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the

Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise

specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: _____
RICHARD F. HERBEK
ACTING CITY MANAGER

BY: _____
J. DWIGHT HADLEY
TITLE: CPA

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BERNIS E. NELSON,
Corporation Counsel

CHRISTINE MITCHELL,
City Comptroller

SCHEDULE A

SCOPE OF SERVICES

I shall be available a minimum of sixteen (16) hours per week and will provide the City professional consulting services focused on the following areas:

- Provide assistance to Finance Department staff in preparation of the financial records required for the independent audit of the City's December 31, 2009 Annual Financial Statements.
- Provide assistance on identifying revenue enhancements and cost reductions that can be implemented during 2010
- Provide assistance of preparing operating and capital budgets for 2011.
- Provide oversight, training and instruction to the Finance Department staff in recording financial transactions, establishing appropriate internal controls, and preparing timely budget and financial statements.
- Such other financial services mutually agreed to with the Acting City Manager.

SCHEDULE B

FEES AND EXPENSES

RATE: In consideration for the consulting services described in Schedule "A" above, the CITY shall pay the VENDOR at the rate of seventy (\$70.00) dollars per hour plus expenses, as defined below, payable within fourteen (14) days after invoices for such services rendered are received by the City.

EXPENSES: The CITY will reimburse the VENDOR for reasonable and necessary travel, meals, lodging and incidental expenses incurred in traveling to/from the City of Newburgh in an amount not to exceed one hundred (\$100.00) dollars per day. Any request by the CITY to travel to other locations beyond the City's geographic boundaries shall be pre-approved in writing by the CITY. Written documentation and receipts itemizing by date incurred all amounts expended will be submitted for reimbursement within fourteen (14) days of receipt by City.

OLD BUSINESS

ORDINANCE NO.: 1 - 2010

OF

MARCH 8, 2010

AN ORDINANCE AMENDING SECTION 270-18 A (1),
ARTICLE II, RESTRICTIONS, SENIOR CITIZENS TAX EXEMPTION
OF THE CODE OF ORDINANCES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 270-18 A (1), Restrictions; increase in eligibility levels, be and is hereby amended as follows

§ 270-18. Restrictions; increase in eligibility levels.

A. No exemptions hereunder shall be granted:

- (1) If the income or the combined income of the owners of the property for the income tax year immediately preceding the date of application for exemption exceeds the sum of [~~\$24,000.00~~] \$29,000.00. "Income tax year" shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return or, if no such return is filed, the calendar year. Where title is vested in either the husband or wife, their combined income may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or exchange of a capital asset, which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings and net income from self-employment, but shall not include a return of capital, gifts or inheritances. In computing net income and net income from self-employment, no depreciation deduction shall be allowed for the exhaustion, wear and tear of real or personal property held for the production of income.

THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

Brackets] denote deletions
Underlining _____denotes additions

Mayor Valentine said that there was a question at the last Council Meeting on what the impact would be. Currently there are approximately two hundred and thirty six existing senior exemptions on the books and if everyone eligible was to take advantage of this it could cost approximately \$45,000.00 and it would be spread over everyone else that pays property tax on the 2011 rates. The last time we did this was in 2006 when we raised the ceiling and at that time the amount it cost was approximately \$39,000.00.

Councilwoman Bell said that if you spread out the \$45,000.00 what will be the additional amount per taxpayer?

Mayor Valentine said that he doesn't have that information.

Councilwoman Bell said that she thinks it is a valid question.

Mayor Valentine said that it has to do with whatever you pay in taxes and what your rate is. It might cost some people \$1.00 and others \$10.00 but he truly has no idea.

Councilwoman Bell thinks that when we do these things it is important to have those smaller questions answered but she does feel, however, that it is important for us to offer some relief to seniors and for that reason she will support it.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard - 4

Nays - Mayor Valentine - 1

ADOPTED

OLD BUSINESS

RESOLUTION NO.: 41 - 2010

OF

MARCH 22, 2010

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT \$301,262.20 FROM THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO FUND THE SALARY AND BENEFITS OF THREE POLICE OFFICERS TO BE HIRED TO BACKFILL POLICE DEPARTMENT PERSONNEL CURRENTLY SERVING IN THE CITY'S SECONDARY SCHOOLS AS COMMUNITY RESOURCE OFFICERS AND AMENDING RESOLUTION NO.: 185-2009, THE 2010 BUDGET OF THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh and the Board of Education of the Newburgh Enlarged City School District have agreed to establish the position of Community Resource Officer ("CRO") to be filled by police officers from the City of Newburgh Police Department at three schools within the NESCD - Newburgh Free Academy, North Junior High n/k/a NFA Campus North, and South Junior High; and

WHEREAS, the NESCD has offered to reimburse the City for these CROs at the rate of three experienced police officers so as to continue to have the CROs in Newburgh Free Academy and North Junior High n/k/a NFA Campus North, and South Junior High of the NESCD within the City of Newburgh; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept funds from the NESCD in the amount of \$301,262.20 Dollars for the assignment of three City of Newburgh Police Officers as CROs in the NESCD; and

BE IT FURTHER RESOLVED, that Resolution No.: 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended as follows:

Mayor Valentine asked the Acting City Manager to give an update on this because following the Work Session there was a counter offer from the Board of Education. We don't have an accurate figure right now because of the time frame.

Acting City Manager, Richard Herbek said that the School District has indicated that they are willing to pay for three experienced Officers but he hasn't had a chance to sit down and put the numbers together. It is our intention to put the Officers back into the schools and he will put the numbers together and bring that back to the Council.

Mayor Valentine said that in the meantime the Officers will start within the next few days and at our next Work Session we will get the final figures but it would be pro-rated back to whenever they started and we will be compensated for it. We didn't want to hold up the start because we didn't have the final numbers.

Councilwoman Bell said that we are not voting on this tonight but they are going to start tomorrow?

Mayor Valentine said that he doesn't think we can vote on it right now because we need a number. The money will be pro-rated for them on whenever they start but we don't have an accurate figure to give at this meeting because we don't know what the time period is yet.

Councilwoman Bell said that it is her understanding that they are paying the full salary and benefits for the experienced Officers and asked if we are sure that is not going to change.

Mayor Valentine said that we have the cost of three Police Officers from September, December and April to June but they are not the accurate figures so until the City Manger finalizes it we can't put that number in to the resolution either. We don't have to lose the fact that they can be in the school because we will be compensated for the remaining of the school year.

Councilwoman Bell said that as long as we are assured. We don't have enough Police on our streets and when we go to the State for deficit financing we have to really be aggressive about seeking additional funds for community policing. As long as they are agreeing at this point to pay the full amount, then this would certainly be a good arrangement.

Mayor Valentine said that we will keep this resolution under Old Business until we get a figure plugged in at our next Work Session.

GENERAL COMMENTS FROM THE PUBLIC

Emily Evina-Ze, 68 West Street said that back in 1996 she received a Newburgh Community Development Agency grant to fix up her home which was a big help to her and her family. The stipulations of the grant were that they were to remain in the home for five years and she has never received a settlement agreement which means that a lien remains on her property. She has a child in College now and she is looking to get a loan from the Hudson Valley Federal Credit Union at a low rate of interest but she can't with that lien on her property. The Newburgh Community Development Agency no longer exists and no one is willing to take the responsibility. She can't be the only person that is affected by this situation and if she doesn't get \$13,000.00 paid by April the school is threatening to pull the scholarship aid. She is really quite desperate to have this addressed.

Ray Rivera, Newburgh Boxing Club, said that he was not aware of the meeting that was held on Friday concerning teen violence and since he is part of this community he would have liked to attend. We need a place for these kids to meet all together and stop separating these agencies; put them all under one roof to figure it out. He has seen kids skateboarding in an empty lot full of trash and he thinks we should look into a nice skate park for these kids. These kids deserve a fair chance too and this is a sport that is growing. We need to find a solution to clean up all of this nonsense that is going on here in the City.

Barbara Smith, Powell Avenue said that she viewed the last Council Meeting and one thing that bothered her was the Ferry Godmother Jazz Series being asked to open their books. If there is anything this City continues to lack, it's consistency and fairness. We, as taxpayers, have asked the International Waterfront Festival to open their books to the public to know exactly what the cost of this festival is annually to the people with regard to overtime, sanitation, etc. If you can ask one person to open their books, then you should open the books to everyone that has anything to do with drawing public funding.

Councilwoman Angelo responded that we have this every year and the Comptroller's Office has everything on file. For every donation and vendor that comes in there is a check made out to the City of Newburgh. Any money spent for tents, toilets, etc. is on file and anyone is free to go up there to look. We made a profit last year of \$33,000.00 and the year before we made \$43,000.00 which is all on file.

Timothy Hayzill said that we have a lot of not-for-profit agencies that need to start aiding and assisting this community like they are supposed to.

We need a center where you can work with the gangs. How are you going to stop the gang violence? This has been going on for years and nobody has done anything. We are not asking for the National Guard.

Cynthia, Town of Newburgh said that she is concerned about this community and its challenges. She has a small non-profit and has had the opportunity to go into countless homes owned by some of our professional people. In those homes she has had to personally remove bats and clean counters that were enraged with roaches and rats. She sees a lot of things and a lot of people with professional titles in terms of non-profits that don't do anything with their money. She is also poor enough to go into the Churches to get her bread and food and worry about people when the temperature is eleven degrees outside. She broke a toe in the last Church she went into to get bread when a gentlemen stomped on her foot to hold it down when all she asked for was if the people could come in because it was twenty-six degrees outside. It has been her observation in the ten years that she has been here that these young people are tired, fed up and frustrated. They know no other way to expel their anger and frustration when they see a system repeatedly rape their mothers financially and spiritually. Today she came to pick up a friend and while riding up the street with her terminally ill grandchild they had to stop to break up a fight with two thirteen year old twins and some other boys that ended up getting cut. She called the police and she found it so outrageous to see people her age sitting there eating french fries watching these boys cut each other. She holds the adults accountable.

Adam Roscoe and two of his friends wished to add on to what Mr. Rivera said. They have been skating in empty lots but many times people have taken and destroyed what they have put there. They have no other place here to skate and the only other place to go is about forty-five minutes to an hour away. It is a great sport and many people are interested in it and they think it would be great for the City to get something like this off the ground.

Mayor Valentine thanked the boys for their comments and said that it is not always easy for young people to step up to a microphone knowing that they are on camera and speak. He commended them and said that he can't make any promises but they are looking at everything. Skateboarding is an activity that we probably should have acted on a long time ago and at one time it actually almost made it through. He thinks that with what they are doing with the outreach that maybe they can make these dreams come true for them.

Councilwoman Bell said that Adam was her student last year and she is proud of him. She would like to help them get this skate park so maybe we could look into some fundraising and she would like to give the first \$100.00 to help get this started.

Roxie Royal, City of Newburgh applauded Councilman Dillard for calling the community meeting on Friday and also the mothers that stepped up to say that they are concerned and they care about what is happening to our children. Even at 3:00 p.m. in the afternoon she thought the turnout was great because this room was crowded. If we are able to keep that spirit of caring alive, then good results can come and we can work towards stopping the crime that is in our City and our neighborhoods. This hasn't solved the problem but we have to start someplace and we waited too late to start. She hopes that everyone here will work towards a solution because our complaining has not helped. This didn't happen yesterday. She has been in this City a long time and she has seen the good and the bad and it is time we put our shoulders together and work towards helping each other.

Mary Ann Prokosch, City of Newburgh said that she is glad that the Officers are going back into the schools because she always felt that they belonged there and she will be more than willing to pay her school taxes that will increase because of it. She gave photos to the Council and said that where there are deteriorated neighborhoods crime follows. There is garbage all over as well as closed porches and windows and tires strewn about. She believes that the crime is directly related to the fact that these neighborhoods have been allowed to do downhill. We have to look at the City as a whole and pay attention to everything which is not easy because crime is starting to get rampant. She added that some guidelines have to be set for the buildings on Broadway.

Jannifer Murchison, 31 S. Miller St. said that she loves Newburgh even though she lost a son to the violence here. She said that the empty dilapidated buildings are attracting crime and these kids need someplace that they can go to learn about and be proud of themselves. Instead of a Park we need a center so that they can see where they come from and what they could be. The reality of the situation is that nobody is promised tomorrow and these kids need to have some hope and inspiration.

Pauline Dillard, 350 N. Water Street said that she cannot understand why all of the community action agencies in this City will not work with at-risk children and she thinks that the City government should mandate this because it is ridiculous. They are working with children of the parents who can afford to put them into a center or a gym. There was an article in the newspaper recently about the boys' basketball team which she really did not like. This is a team at N.F.A. that has worked for the last three to four years and the Coach made some statements that to her were really offensive. She said that's what is wrong with Newburgh because no one cares about the children and she is tired of it.

Aquanetta Wright, City of Newburgh let everyone know that Captain Mark Sommers of our Newburgh-Beacon Ferry is currently hospitalized and is terminal so she asked for prayers please. She encouraged everyone to attend the School District meeting tomorrow at 7:00 p.m. because she believes that the School District thinks that either we are perfect or they are not very clear on the role of a Social Worker and how important their job is in times of trouble. She recommends that everyone who cares about this City and the children make sure that they attend the meeting tomorrow and fill that place up. If you can't attend, then write some letters because they are talking about letting go of the glue that has been holding these kids down all this time.

Jan Jalopolis, City of Newburgh applauded the Council for the work they are doing to get the Budget in line this year but she thinks that they need to make sure that the City is open for business in order to collect the fees that they are setting. There are some organizations and institutions that are making arrangements with the City to use facilities and we need to make sure that those facilities are operating. There are a lot of free events here in the City of Newburgh some of which are at the Mt. St. Mary College. She encouraged everyone to check the website for upcoming events.

Lisa Piperato, City of Newburgh asked if the school leaders were invited to the meeting last Friday because she feels that they should have been there.

Councilman Dillard answered that they were not invited at this point. It was suggested at the meeting that the next encounter should be with the school so he is working on making those arrangements.

Ms. Piperato asked if we know who the Officers will be and who they will report to and take orders from because Mr. Copeletti doesn't care about the community surrounding the school or what happens to the children on the school grounds.

Police Chief, Eric Paolilli responded that the Officers will report to the Police Department.

Mayor Valentine added that when we had two Officers here making a presentation on their work it was told to us that they do not just work inside the building. They work the surrounding neighborhoods and will go from inside the building to outside and across the street. There is no fence around N.F.A. so if something is happening in the neighborhood, this Officer can respond as if he was in a patrol car. What we are doing right now is setting up that kind of extended perimeter that would be around North High, N.F.A. and South High. That's what the ultimate goal of this whole program was and it

was also the reason behind the seasoned experienced Officer rather than a rookie because they don't have that training.

Ms. Piperato said that she can't praise the Officers highly enough.

Terry, City of Newburgh said that he grew up a couple of blocks from here and he is proud of this City. He loves the kids and he wants to help. He hates the death. We need to give them good alternatives because right now they are afraid to go from one side of the City to the other. They need mentors in their lives and alternatives. He would like to see a change.

Cesare Vacca, 132 William Street said that he has a commercial business and between the school taxes, city taxes and water there is not enough money to pay it all. He feels that the water fees are too high and that this should be looked at. He would like to meet with the City Council because he wants to stay here in the City of Newburgh. He has been here for seven years and there are too many gangs now that shoot bullets at his door.

Councilwoman Bell asked Mr. Vacca if he is the gentleman that has the Laundromat.

Mr. Vacca responded "yes".

Councilwoman Bell asked if he spoke with Mr. Platt about this situation already.

John Platt, Water Superintendent said that Mr. Vacca has talked to him.

Denise Ribble, Montgomery Street apologized for not attending the meeting on Friday and wished to say some of the things she would have liked to talk about. There is a group of people who are working very hard on work force development. We have had a number of meetings and are in the process of writing something to the Council for a local hiring ordinance for City of Newburgh residents. Along with that we need to have recreational and constructive cultural places for our young people, role models, work ethic and we need to help people get out of poverty by having minimum wage jobs. If we can come together on helping those who are entering the workforce for the first time as well as those who may have been out of the workforce, then she thinks we will be able to make a real positive change in the ethics and the courage of the citizens of the City of Newburgh. They look forward in April to bringing this forward on how we can help reduce the violence. She said that Mahatma Gandhi had a famous quote, "Poverty is the worst form of violence".

A City resident said that he can't pick up a paper without reading about gangs and killings and he has witnessed fights right on the streets. You can put Police Officers into the schools but if they don't have any rapport with the community then you aren't going to solve the crime. He has worked in the Department of Corrections and has met many of these kids from Newburgh in the Fishkill Correctional Facility. They have programs where the kids are taken into the Prisons to tour and talk to the inmates. He feels that Prison is nothing but a union warehouse and a training school for more criminal activities. To some in this Country going to Jail is a badge of courage and we have gang members going into the military that are learning various techniques of fighting skills. He went on the Internet and found information about gangs and what to do about them. Parents don't know about the gang language, signs and codes.

There being no one else wishing to speak, this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL

Councilwoman Angelo thanked everyone for coming tonight and for their input. She said that she went to the Newburgh Actors Studio at 784 Broadway the other night and saw "12 Angry Men". The place was packed and the performance was wonderful. They will be holding three more showings so if anyone is interested they still have a chance to go. It is well worth it and the tickets are \$20.00. Our Blood Drive is this coming Wednesday from 9:00 a.m. to 3:00 p.m. and we have forty-two people signed up so it will be a good turn out. The Citizens Advisory will be meeting Thursday at 7:00 p.m. and they will have the Weatherization Program to benefit any low income families. They will explain what has to be done at the meeting. In regards to the skateboards, when we approved to have Eckard's come into Newburgh they promised that they would build a skateboard park. She has seen the boys skateboarding around and we should really try to do something for them. She had a meeting last week regarding the Historic Sites and each one is moving ahead with their programs so Washington's Headquarters will be reopening the first week in April.

Councilwoman Bell said for the people that don't know she is a Social Worker and she is very proud of her profession and the work that she does. So much has changed because it is a different era and time but there are also things like style and message that have to do with respect or the lack thereof. She thinks that a lot of the difficulties we are having is because we have become a society of upwardly mobile strivers. So many parents are working two jobs or more but to climb a ladder and not have their kids on their backs as they go is a huge problem. This is culturally happening around our Country so instead of guiding our kids we are taking them to the Mall and buying them the latest games and shoes because we as parents feel guilty so we want to compensate for that. She speaks to parents about the importance of having their kids earn things. If their grades stink, then they don't deserve to go to the Mall. If they don't know that they have to earn things and we just keep giving to them, we are setting up a situation that is really the worst. Her favorite Gandhi quote is, "Be the change that you wish to see in the world" and be the change that you wish to see in Newburgh. Kids need mentors to show them that we care and give them some guidance. We don't have to be the same color or even speak Spanish because care and concern can be communicated almost without any words. She hopes that we can come together in the future and be the change that we wish to see. She thanked everyone for coming tonight and for their support.

Councilwoman Bello said that she wanted to talk about the crime tsunami in the City of Newburgh. She has real passion about this issue

because she has been a victim of crime on several occasions and it is no picnic. We have to do something about this issue in the City of Newburgh. For two years she has been talking about this as the number one issue that holds our City back and keeps our City from being all that it can be. We need to attract new homeowners and new businesses here that want to be able to work, live, operate their businesses and raise their families in a community that is safe. What is clear to her is that what we have been doing for decades is not working. She is very thankful to see a lot of New York State Troopers and she has also seen the Orange County Sheriffs. With the financial condition of our City we are going to need a long term commitment from both of those agencies to provide adequate controls dedicated to the City's crime problem. If their presence is to be limited, then we have to start coming up with some creative ideas to beef up the patrols on the City streets. If that requires reorganization of the Police Department, then we have to be open to those ideas. In the 1990's, we had fewer police officers and yet we had more patrols and a terrific community policing unit which was incredibly successful. In the 90's we did so much more with so much less. She has been asking for more community policing and all she is told is that we need more officers to do that. Perhaps we should ask the people that were around in the 1990's how it was done because they did a lot more with a lot less. At this point if we go back to limited patrols, we are going to have big problems. The Visconti Bus Company was vandalized and had \$10,000.00 worth of damage to his business which was done over a two hour period. Where are the police patrols? If someone like Mr. Visconti picks up out of total disgust and leaves our community, he takes eighty-five jobs along with him and we can't afford that. This is the one issue keeping us from becoming all that we can be. Leadership requires recognizing the severity of an issue and dealing with it head on and the key to sustain change here is strong leadership. It is not treating the citizens' safety as though it was the request of some newly formed special interest group. Public safety is a basic government responsibility. The City cannot temporarily ramp up our policing resources whenever a crime wave is detected because that is called reactive policing which is what we have been doing for quite a while around here. That is simply putting fires out on a daily basis but we have to start treating crime as if it were a chronic condition. We need to implement preventive measures and we desperately need a City wide curfew for our youth. In regard to the recent murders of two young men, it was stated at our Work Session that one was nineteen and the other was twenty-six so they really wouldn't have been affected by a curfew. Before they were nineteen and twenty-six they were young teenagers and maybe if we had a curfew then they would not have developed the destructive behavioral habits that led to their deaths. It works very well for us on Halloween so we should be willing to give it a try and at this point we have nothing to lose. We need to give our police every possible advantage in fighting the war on crime. In addition, the City Government, the District Attorneys and our Judges must

recognize that tolerating a non-violent offense leads to violent crime. Because our kids don't feel any incentives from the authorities to stop their disorderly behavior too many of our kids graduate from drug use to drug sales to carrying weapons to armed robbery and then to murder. We need a deterrent early on so we need a no tolerance policy to the non-violent offenses. Crime is a multifaceted problem and it will require the efforts of many on several levels to be adequately addressed. We need the whole community to be engaged in this and we need the parents to be hands on as well as our teachers, our social workers, our ministers, our Judges and our City Government. This City Government would be absolutely remiss in their responsibilities to put this all over on to the Clergy and tell them to handle it. We need to take a proactive approach to this and get some preventive measures in place to protect these children. What is happening here is that we have these deaths, we have these children slain in our streets and then there is all this outrage, we have forums and people vent and when the controversy dies down we are back to business as usual and that is not acceptable. Just like everyone else she wants to realize a revitalized Newburgh but she understands that wishing is not going to make it so. Minimizing the severity of the issue is not going to change the reality of it so we better start opening our minds to some new ideas. She thanked everyone for coming tonight and she appreciates everyone's comments although we may not always agree.

Councilman Dillard said that this is a long term commitment and he completely agrees with Councilwoman Bello. We need everyone to have their hands on board. He asked the Corporation Counsel to research policy regarding businesses in the City of Newburgh because there are many popping up and we don't know what they are doing. He added that he agrees with Ms. Prokosch and they have been talking in terms of reprogramming some of the 108 funds to hire some of the kids here to beautify the City. He will be working on getting this program ready for our kids. This money should go into the community for workforce development and ways to create jobs. Lastly he said that he agrees that the young men who came forward about the skate park had the courage to come before the Council tonight and plead their issue and he supports them and said that they will do everything they possibly can to make this happen for them. He appreciates everyone coming tonight and said that they are in it for the long haul.

Acting City Manager, Richard Herbek said that there were some questions regarding resolution #62-2010 which is a chance to take advantage of some new technology that is currently being developed. He introduced Mr. Elliot who is spearheading this project.

Mr. Elliot thanked the City Council for passing this resolution and hopes that the City will join them in this experiment. He and Stacey Hobson from IBM explained the resolution in support of an application being prepared by the Town of New Castle for a high priority planning grant.

Mayor Valentine said that it is amazing to hear about the technology that is out there and it is about efficiency. In the long run, we could save money by doing it this way and everyone would be on the same page and using the same equipment. He said that we have received great input and he thanked Councilman Dillard for putting together the meeting that was held on Friday. Things are not perfect but they are works in progress and the people that were here on Friday were positive. They were not here to gripe and complain because they were here to help. Normally you have these meetings and people will comment on what has been done wrong but at Friday's meeting everyone talked about what can be done to make the City a better place. The Council is thinking about doing a retreat to have the opportunity to talk amongst themselves out of the limelight. This is not a bad idea but you have to be able to do it in a relaxed forum where you can speak freely. As for the Budget, over this past weekend our new Comptroller, Christine Mitchell, was in the area with her daughter on Saturday to see where her mom works. They had lunch at the waterfront and then stopped by his store because her daughter had asked her mother who she works for. The interesting thing is that while working in the Tailor Shop when he has a lull in customers he will usually pull out files and paperwork. In the back of his store he had the 2008, 2009 and 2010 Budgets opened up to look them over following the fascinating and excellent presentation from our Auditors at the Work Session on our 2008 Budget stating where we are going into January 2009. Before she left his shop he had to show her that he had these Budgets opened up on the tables with notes sticking out of each one. When she asked what he was doing he said that this was what he does in his spare time and she said that he was multi-tasking. He told her that it is because it's so important to what we do as a Council that we need to literally study these things to figure out if something is wrong and why. When you run a City like Newburgh, you should be able to know that information is there at the touch of a button and that it's the right information and it follows the information that you got before.

Christine Mitchell, City Comptroller said that when they were heading back home after their visit she asked her daughter what she thought of Newburgh and her response was "awesome".

Mayor Valentine thanked everyone for coming tonight and for there comments and said to have a safe trip home.

There being no further business to come before the Council, the meeting adjourned at 9:15 p.m.

LORENE VITEK
CITY CLERK

