

A regular meeting of the City Council of the City of Newburgh was held on Monday, February 28, 2011 at 7:00 P.M. in the Council Chambers at City Hall, 3rd Floor, 83 Broadway, Newburgh, New York 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 February 15, 2011 be approved.

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

CARRIED

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Bello seconded that the Notices of Claim be referred to Corporation Counsel with power to act.

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

CARRIED

ANNOUNCEMENT

Mayor Valentine announced that the City Council has scheduled a resident roundtable discussion for Wednesday, March 9, 2011 at 6:00 p.m. here in the City Council Chambers to discuss revenue enhancing ideas.

PRESENTATIONS

In commemoration of Black History Month, Andres Arestin, 6th grade student at Fostertown ETC Magnet School, Alexis Conroy, 12th grade student at Newburgh Free Academy and Norma Brickner, 6th grade student at Balmville Elementary read their winning essays titled "Celebrating the Dream" to the audience.

The City Council presented Certificates of Recognition to Andres Arestin, Alexis Conroy and Norma Brickner in recognition of their outstanding achievement.

Joy Pittman announced the Horizon on the Hudson 21st Century afterschool program who performed for the audience.

Mayor Valentine thanked Joy Pittman and everyone at the Recreation Department for the work done here as well as the event held for Black History Month last Friday night in which the title was "Newburgh Does Newburgh". The Activity Center was packed with people celebrating the history in our City and you could not get a seat. He congratulated Joy for that and said that he knows a lot of work and effort was put in to it but he wants her to know on behalf of everyone here that they truly appreciate what she does each and every day and this is just one example.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Denise Ribble, City of Newburgh asked if prior to the vote on resolution #47-2011 they could have an explanation of what the amendments were.

Barbara Smith, City of Newburgh said that since we are in deficit financing when we make changes to the Budget by moving things from line to line is it necessary to contact the State Comptroller? This is the second meeting that she has seen changes to the Budget and she is curious as to how we go about doing that. She asked for an explanation on resolution #48-2011. Have we lost this money or are we taking the note and mortgage in lieu of the money?

Mayor Valentine asked the City Comptroller if the State Comptroller is notified when we make a budgetary change.

Cheryl A. Gross, City Comptroller said that it will be in the required quarterly report to the State Comptroller.

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

RESOLUTION NO.: 40 - 2011

OF

FEBRUARY 28, 2011

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE
TO PROVIDE FOR REIMBURSEMENT OF FUNDS TO
THE CITY OF NEWBURGH WITH RESPECT TO CERTAIN
URBAN RENEWAL PROJECTS FOR THE PERIOD
OF JANUARY 1, 2011 TO DECEMBER 31, 2011
IN THE AMOUNT OF FIFTY THOUSAND (\$50,000.00) DOLLARS**

WHEREAS, the Orange County Department of Public Works (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, a copy of which is attached hereto and made a part hereof, to provide for the funding of certain urban renewal projects within the City for the year 2011; and

WHEREAS, the County shall provide the City a total annual sum not to exceed Fifty Thousand (\$50,000.00) Dollars for the completion of certain urban renewal projects; and

WHEREAS, such funds shall be used exclusively for the acquisition, rehabilitation, improvements and otherwise implementing and completion of urban renewal projects within the City's limits; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached agreement with the County of Orange to provide for a total annual sum not to exceed Fifty Thousand (\$50,000.00) Dollars in order to obtain the available funding for certain urban renewal projects, pursuant to the 2011 Budget as follows:

Revenue Account A.0000.2560

Expense Account A.5110.0412

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



Edward A. Diana
County Executive

ORANGE COUNTY
DEPARTMENT OF PUBLIC WORKS

Charles W. Lee, P.E.
Commissioner

P.O. Box 509, Route 17M
Goshen, New York 10924-0509
TEL (845) 291-2750 FAX (845) 291-2778
www.orangecountygov.com

February 10, 2011

Mayor Nicholas Valentine
City of Newburgh
83 Broadway, City Hall
Newburgh, NY 12550

RE: AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE
CITY OF NEWBURGH FOR THE FUNDING OF CERTAIN
URBAN RENEWAL PROJECTS - 2011

Dear Mayor Valentine:

Enclosed herewith, is the Agreement between the County of Orange and the City of Newburgh for the Funding of Certain Urban Renewal Projects with your municipality.

Please execute and return to our office the following:

- 1.) Original Agreement signed, dated and with corporate seal.
- 2.) Resolution enacted by your municipality to enter into the Agreement. Resolution must be original, and certified by the clerk, with your corporate seal.
- 3.) Proof of Workers' Compensation and Disability Coverage's as required by the New York State Workers' Compensation Board. If your municipality uses the exemption, the form is CE-200 (attached are your last submittals)

Thank you for your prompt attention in this matter.

Very truly yours,

Charles Lee /kw
Charles W. Lee, P.E.
Commissioner

CWL/kw
Enclosures

**AGREEMENT
BETWEEN THE
COUNTY OF ORANGE
AND
THE CITY OF NEWBURGH
FOR THE FUNDING OF CERTAIN
URBAN RENEWAL PROJECTS, AS FURTHER DEFINED HEREIN**

This **Agreement** for funding certain Urban Renewal Projects, hereinafter "**Agreement**," represents the entire understanding between the parties hereto the **County of Orange**, a municipal corporation organized and existing under the laws of the State of New York, with its principle offices at 255 – 275 Main Street, Goshen, New York 10924, hereinafter referred to as the "**County**" and, the **City of Newburgh** with its principle offices at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter referred to as the "**City**." Further, the parties hereto agree as follows:

WHEREAS, the **County** and the **City** share a commitment to the rehabilitation and revitalization efforts in Orange County, and

WHEREAS, the **County** shall provide to the **City** a total annual sum of **FIFTY THOUSAND (\$50,000.00) DOLLARS**, for completing the activities enumerated in this **Agreement** and performed during the period of **January 1, 2011 to December 31, 2011**. These funds shall be used exclusively for the acquisition, rehabilitation, improvements, and otherwise implementing and completion of urban renewal projects within the **City's** limits and as described herein or by modification hereof. The **County** shall have no obligation to the **City** beyond the payment of these monies in accordance with the terms and conditions of this **Agreement**, and

NOW, THEREFORE, it is mutually agreed by and between the **County** and the **City** that:

1. The **County** will pay to the **City**, for the Capital Improvements, an annual amount, not-to-exceed **FIFTY THOUSAND (\$50,000.00) DOLLARS**. The **City** shall submit any and all documentation in support of such expenditures or the **County** may require fees under this **Agreement** as so that it may evaluate the reasonableness of the charges. All such requests shall be reasonable in time and scope; and
2. Proceeds shall be paid to the **City** for eligible costs based upon approved requests for payments. All requests for payments shall be directed to the Orange County Department of Public Works. Each request for payment shall include an itemization of all monies due for eligible costs, labor performed and/or materials supplied for the period covered by the request, a statement describing the eligible expenses, work that was performed using such labor and material, and a release of liens by subcontractors, laborers or material suppliers. Other appropriate receipts, invoices, bills or other documentation evidencing the expenditures to be reimbursed shall be appended to the request forms. As a condition of receiving payment, the **City** shall deliver to the **County** complete releases from all

relevant contractor's, laborers, or suppliers. Once the releases have been obtained and the Department of Public Works has certified that all work has been completed or that the total sum made available from the **County** has been expended payment may be made to the **City**. The **County** will not withhold a payment, without cause, for more than **THIRTY (30) DAYS** after a request for payment but, the **County** shall not be restricted from withholding payment for cause, as determined by the Department of Public Works including but not limited to that in the judgement of the Department of Public Works, after consultation with the Orange County Department of Law and the County Executive, the funds available, from all sources whatsoever, to complete the project, are insufficient to do so. The **County** will use its best efforts to make all payments due the **City** within 15 business days of receiving an approved payment request.

3. The **City** 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**. The **City** agrees to retain all books, records, and other documents relevant to this **Agreement** for six (6) years after the payment or termination of this **Agreement**, whichever occurs later. **County**, State and/or Federal auditors, and any other persons duly authorized by the **County**, shall have full access and the right to examine any of said materials during said period; and
4. All provisions of Federal, State and local laws, rules, regulations and ordinances governing non-discriminatory practices; warranties against collusion; solicitation or procurement; warranties against conflicts of interest and compliance with applicable ethics laws; confidentiality; fair practices and other legally imposed safeguards shall apply; and
5. This **Agreement** shall be subject to such further agreements or amendments, as the parties deem appropriate and necessary. Neither party shall assign or subcontract its duties, practices or responsibilities to a third party without the express written permission of the other. Neither party shall be a subrogee of the other, nor be responsible to defend, indemnify or hold harmless the other as to third parties but for their own errors, acts and omissions which causes the other party to suffer a loss; and
6. The **County** shall have the right to terminate this **Agreement** at any time without recourse and, upon thirty- (30) days written notice to the other. Should the **County** terminate this **Agreement** prior to its expiration date for reasons other than **City's** default, the **County** shall pay unto the **City** the earned portion of the total contract **Agreement**; and
7. The **County** shall have no liability under this **Agreement** to the **City** or, to anyone, beyond funds appropriated and available for this **Agreement**; and
8. The **City** shall provide proof of Workers' Compensation and Disability Coverage's as required by the New York State Worker's Compensation Board and same shall be attached to this **Agreement**; and

9. This **Agreement** shall be governed by the laws of the State of New York. The **City** shall render all services under this **Agreement** in accordance with all applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered; and
10. The rights and obligations of the parties, and their respective agents, successors and assigns, if any, shall be subject to and governed by this **Agreement** as well as any amendments or attachments thereto; and
11. The acceptance by the **City** or its assignees of the payment under this **Agreement**, whether by invoice, judgement of any court of competent jurisdiction, or administrative means, shall constitute as a general release to the **County** from any and all claims of the **City** out of the performance of this **Agreement**.

IN WITNESS WHEREOF, the **COUNTY** has caused this **Agreement** to be signed by its County Executive, and the **City** has caused the same to be executed by its Council, pursuant to Resolution of its City Council, adopted _____.

CITY OF NEWBURGH:

COUNTY OF ORANGE:

Nicholas Valentine
Mayor

Edward A. Diana
County Executive

Date: _____

Date: _____

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) City of Newburgh 83 Broadway Newburgh, NY 12550	1d. Business Telephone Number of Business referenced in box "1a" 845-569-7303
1b. Effective Date of Membership in the Group <u>03/01/2008</u>	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange P.O. Box 509 2455-2459 Route 17M Goshen, NY 10924	3. Name and Address of Group Self-Insurer NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Douglas J. Hayden 07/01/09 06:30/10
 (Print name of authorized representative of the Group Self-Insurer) Date

Certified by: 
 (Signature)

Title PROGRAM MANAGER/PRESIDENT

Telephone Number 516-750-9405

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

GSI-105.2 (2-02) Reverse



**Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>CITY OF NEWBURGH 83 BROADWAY NEWBURGH, NY 12550 PHONE: 845-569-7322 FEIN: XXXXX2329</p>	<p align="center">Business Applying For: Contract with Government Agency</p> <p>From: ORANGE COUNTY DEPARTMENT OF PUBLIC WORKS</p>
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Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

I, CHRISTINE F. MITCHELL, am the CITY COMPTROLLER with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date: 4/7/10	Received
Exemption Certificate Number 2010-017527		April 6, 2010 NYS Workers' Compensation Board	

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RESOLUTION NO.: 41 - 2011

OF

FEBRUARY 28, 2011

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT GRANT No. 2009-D1-BX-0148
FROM THE UNITED STATES DEPARTMENT OF JUSTICE
FOR COMMUNITY POLICING IN THE AMOUNT NOT TO EXCEED
\$185,000.00 WITH NO CITY MATCH REQUIRED, AND IN FURTHERANCE
THERE TO, AMENDING THE GRANT FUND OF THE CITY OF
NEWBURGH**

WHEREAS, the City of Newburgh Police Department has applied for a grant from the United States Department of Justice; and

WHEREAS, the City has been informed they were awarded \$185,000.00 to be used by the Police Department to offset the costs of overtime and equipment (the "Grant"); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute any and all documentation required to accept the Grant; and

BE IT FURTHER RESOLVED, this Council hereby amends the City of Newburgh's Grant Fund as follows, in furtherance of acceptance of the Grant:

Revenue Account	CG 3120.4344.3304.2011	\$185,000.00
Expense Account	CG 3120.0103.3304.2011	\$ 55,000.00
	CG 3120.0202.3304.2011	\$ 80,000.00
	CG 3120.0210.3304.2011	\$ 50,000.00

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.: 42 - 2011

OF

FEBRUARY 28, 2011

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A TRIAL SERVICES AGREEMENT WITH PROPERTYROOM.COM, INC.
FOR PURPOSE OF HAVING AN EVALUATION PERIOD
FOR TESTING VEHICLE DISPOSAL AUCTION SERVICES
FOR THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh has numerous vehicles which it is currently holding in its City Yard pursuant to City Code; and

WHEREAS, City Council wishes to enter into a Trial Services Agreement to evaluate the sale of such vehicles through auction by PropertyRoom.com, Inc. instead of their current sale for crushing;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to execute a Trial Services Agreement with PropertyRoom.com, in the general form attached hereto, with such other terms and conditions as may be required by Corporation Counsel and the City Manager, same as being in the best interest of 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

42-11

PropertyRoom.com Trial Services Agreement – Platinum Program

This **Trial Services Agreement** documents an arrangement between PropertyRoom.com (PRC) and _____ (Client) for purposes of permitting an evaluation period for testing new PRC services being made available to the Client.

Agreement Duration periods and Termination provisions: The term of this Trial Services Agreement will be for 6 months from the date of signature. This Trial Services Agreement will auto-renew as a Standard Service Agreement for one year terms thereafter, unless there is a written notice for termination issued by either party within 30 days of the applicable expiration date.

Services Covered by this Agreement: This agreement covers the **Platinum** vehicle and other large equipment auction program being offered by PRC.

Under the **Platinum Program**:

This program is a joint offering of PropertyRoom.com and its partner Copart, Inc., a publically traded company that is a leader in fleet disposal services for the insurance and finance industries with over 1.4 million vehicle auctions annually.

The **Client** is responsible for the following actions:

1. notifies PRC to pick up vehicle, has title and registration available
2. provides instructions to PRC for the transfer of the Client's share of the auction proceeds at the conclusion of the sales process

PRC/COPART is responsible for the following actions:

1. dispatching tow truck to Client's site to pick up vehicle/equipment
2. towing item to nearest of Copart's 147 Storage Yards for processing, first 30 nautical miles free for automobiles and light vehicles; \$1.00 per mile fee thereafter; heavy tows for oversized vehicles are billed at cost
3. cleaning and preparing vehicle for auction
4. photographing and documenting description of item
5. uploading item information to web site electronic auction catalog
6. marketing the auction site
7. conducting a one day physical inspection period at the Copart yard facility for all items to be auctioned
8. conducting the auction using proprietary auction technology
9. providing customer support to bidders
10. transaction payment processing of successful bids
11. handling title and registration transfer of property to successful bidders included as part of service if title is available. If substitute title needs to be secured, costs to be borne by Client
12. coordinating pick up and delivery of purchased property to successful bidders
13. providing online access for audit trails and accounting information to Client
14. providing payments and account reports on each sale to Client

Platinum Program Revenue Shares:

The Revenue Shares under this offering are **Client 87.5%** and **PRC/COPART 12.5%**.

Pro forma example of a typical Platinum sale transaction:

For a Client paying 12.5% commission, PRC/COPART complete the sale by collecting the \$1,000.00 Sales price from the successful bidder. The underlying winning bid results in a \$125 PRC Commission, leaving \$875 in Client's gross proceeds. Assuming bidder pays by electronic funds transfer, as the majority of bidders do, then processing costs would equal 0% and the Client's net proceeds would equal \$875.

Client Name: _____

Address: _____

Telephone: _____

By: _____

Title: _____

Date Signed: _____

Propertyroom.com

By: _____

Title: _____

Date Signed: _____

RESOLUTION NO.: 43 - 2011

OF

FEBRUARY 28, 2011

**A RESOLUTION AUTHORIZING AN INTER-MUNICIPAL AGREEMENT
BETWEEN PARTICIPATING MUNICIPAL CORPORATIONS
FOR COOPERATIVE FIRE DEPARTMENT PURCHASES**

WHEREAS, the City of Newburgh Fire Department and certain other participating municipal fire departments (collectively the "Fire Departments") wish to create, in accordance with applicable New York Law, a purchasing cooperative in order to save taxpayer money by quantity purchases; and

WHEREAS, the Fire Departments wish to seek competitive proposals or competitive bids, when required by the provisions of Article 5-A, Section 103, of the General Municipal Law, for the purchase of fire equipment, and related items necessary to operate a fire department; and

WHEREAS, this Council has reviewed such agreement and finds that the execution of such 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 execute an Inter-Municipal Agreement among participating Municipal Corporations in the general form attached hereto in accordance to Section 119-O of the General Municipal Law, for cooperative fire department purchases.

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

43-11



INTERMUNICIPAL AGREEMENT
BETWEEN PARTICIPATING MUNICIPAL CORPORATIONS
FOR COOPERATIVE FIRE DEPARTMENT PURCHASES



THIS AGREEMENT, effective the 1st day of January 2011, between

on behalf of their respective fire departments (collectively referred to as the "Fire Departments"), in accordance with Article 5-G, Section 119-0, Subdivision 1 (d), of the General Municipal Law of the State of New York.

WITNESSETH:

WHEREAS, the Fire Departments wish to create, in accordance with applicable New York Law, a purchasing cooperative in order to save taxpayer money by quantity purchases;

NOW, THEREFORE, IT IS HEREBY AGREED, by the Fire Departments as follows:

1. Cooperative Purchases

1.01 The participating Fire Departments shall seek competitive proposals or competitive bids, when required by the provisions of Article 5-A, Section 103, of the General Municipal Law, for the purchase of fire equipment, and related items necessary to operate a fire department. The bid or proposal specifications shall reflect the total number of units required by the Fire Departments participating in this cooperative agreement.

1.02 Each of the Fire Departments may, but are not required to, purchase through the cooperative bid process provided for by this agreement for the purpose of cooperative fire department purchases, provided that the following is understood with respect to each Fire Department, to wit:

- The Consortium of Fire Departments ("Consortium") shall agree upon a lead Fire Department for each purchase. The lead Fire Department must be a party to this intermunicipal agreement and a member of the Consortium to participate in the cooperative purchasing;
- The lead Fire Department shall be responsible for the issuance of any request for proposal (RFP), which shall be agreed upon by the Consortium;

- The Consortium shall develop boiler plate language to facilitate the RFP process, and to satisfy the purchasing policies of each respective municipality;
- The Consortium reserves all rights to reject all bids, pursuant to NYS General Municipal Law;
- The Consortium shall designate a single shipping point for each cooperative purchase to control shipping cost.
- Each Fire Department shall be billed separately. Each Fire Department shall be solely responsible for any payment due to the vendor for the units that it purchased;
- Each Fire Department is solely responsible to ensure that all purchases are compliant with each political subdivision or district's procurement policies;
- All purchases shall be subject to audit and inspection by the political subdivision or district for which made;
- A Fire Department shall consider, prior to purchase, whether such bid or proposal will result in cost savings after all factors, including charges for services, material and delivery have been considered, including New York State contract prices.

2. Term

The term of this Agreement shall be for one (1) year from the effective date hereof and shall automatically be renewed on each anniversary of the commencement date.

3. Authorization of Participation

Each Fire Department member represents and warrants that its governing body has duly authorized its participation in accordance with Section 119-0 of the General Municipal Law.

4. Modification

This Agreement may be modified or amended only in writing duly executed by all parties, which shall be attached to and become a part of this Agreement.

5. Applicable Law

The Agreement shall be governed and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

6. Invalidity

If any term or provision of this Agreement or the application thereof shall, to any extent, be invalidated or unenforceable, the remainder of this Agreement or the application of such term or provision, other than those to which it is held invalid or unenforceable, shall be unaffected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. Execution and Delivery

7.01 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

7.02 This Agreement is being executed by the Fire Departments as separate agreements and at separate times, each of which shall be considered collectively as an original complete copy of the Agreement, as if each Fire Department had executed the same copy.

8. Termination

Any member Fire Department may terminate their participation in this Cooperative at any time, with or without cause, upon providing thirty (30) days written notice of such termination to all other members of the Cooperative.

EXECUTED AND DELIVERED by and between the municipal corporations as of the effective date of this Agreement.

City/Town/Village of:

By:

(signature)

(print name)

Title:

Address:

RESOLUTION NO.: 44 - 2011

OF

FEBRUARY 28, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE NEW YORK STATE OFFICE OF GENERAL SERVICES FEDERAL SURPLUS PROPERTY PROGRAM TO OBTAIN SURPLUS FIREFIGHTING EQUIPMENT FORMERLY BELONGING TO THE UNITED STATES

WHEREAS, Federal Surplus Property is federally purchased property, other than real estate, which is no longer useful to any federal agency and which is declared surplus and available for donation to eligible organizations; and

WHEREAS, the Federal Property and Service Administration Act of 1949 authorized the donation of Federal surplus personal property; and

WHEREAS, the distribution of surplus property within New York State is administered by the Office of General Services Bureau of Federal Property Assistance; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh to submit an application for surplus firefighting equipment;

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 submit an application to the New York State Office of General Services for the Federal Surplus Property Program to obtain surplus firefighting equipment formerly belonging to the United States.

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

44-11

State of New York
Office of General Services
BUREAU OF FEDERAL PROPERTY ASSISTANCE
Building 18, W. Averill Harriman State Office Building Campus
Albany, NY 12226

Federal Surplus Property Program
Application for Eligibility by
State and Public Agency

Eligibility may be granted to any State Department, Division, Bureau or Agency; any City, Town or County government; or any other governmental entity or public agency established by or pursuant to State Law, and to any Indian Tribe located on a State Reservation; EXCEPT THAT eligibility may not be granted to individual subordinate programs or divisions of a governmental entity where the parent entity has established eligibility.

FOR STATE USE ONLY		
Code Type Donee	County of Location	Donee ID Number
Application Approved by		
Date Approved		

Instructions: ANSWER ALL QUESTIONS AND PROVIDE ALL REQUIRED DOCUMENTARY EVIDENCE OR INFORMATION IN SUPPORT OF APPLICATION. APPLICATION MUST BE SIGNED BY HEAD ELECTED OR APPOINTED OFFICIAL OF APPLICANT ORGANIZATION, OR THE LEGALLY DESIGNATED UNIT HEAD.

1. Legal Name: _____

Address of applicant public agency: Street: _____
City, County, Zip: _____

Telephone: _____ Fax: _____

Email: _____

2. Select Type of Public Agency:

State: Department Division Bureau Agency

Local Government: County City Town Agency

Other: (specify) _____

3. How was applicant organization established? Pursuant to:

Local Ordinance or Charter: State Law:

Other: (specify) _____

4. a. Indicate resident population of area of applicant's jurisdiction: _____
AND/OR
b. Number of persons (patients, clients, patrons, inmates etc.) served daily through applicant program(s): _____

5. Total budgeted expenditures of applicant organization for last full fiscal year:

(Designate fiscal year and amount)

6. Indicate sources and amounts of all operating funds last full fiscal year.

A. Local Tax Funds: _____
State Aid: _____

Federal Aid: _____

B. Other: _____
(Describe and provide amounts)

7. Indicate total budget for current fiscal year: _____

8. A. Indicate any program area(s) of applicants organization requiring State charter, licensing, approval or accreditation: (Specify program area and authority)

B. Submit documentary evidence of any of above, in form of photostat copy attached to this application.

9. If other than a State Department, State College, public school district; or county, city or town government: applicant must submit as an attachment to this application, a full description of the size and scope of applicant's program(s), number of persons, pupils, patients, inmates or clients served, sources and amount of operating funds, annual budget, program objectives and any other information to support this application.

10. All applicants must include as supplements to this application, a listing or statement as to general property items or special items needed by the applicants programs.

I CERTIFY THAT THE INFORMATION STATED HEREIN, AND THE SUPPORTING INFORMATION ATTACHED HERETO, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

(Signature of the Head Administrative Official)

(Typed Name and Title)

(Date)

Submit with NON-DISCRIMINATION ASSURANCE STATEMENT

State of New York
 Office of General Services
BUREAU OF FEDERAL PROPERTY ASSISTANCE
 Building 18, W. Averill Harriman State Office Building Campus
 Albany, NY 12226

Federal Surplus Property Program
 Participation Agreement
 and
Designation of Authorized Representatives
 See Also: Certifications and Agreements

Instructions: This form must be completed by the Head Administrative or Head Financial Official. A representative from program and operation units may also be designated as authorized representatives. Please remember to photocopy for your records prior to mailing.

FOR STATE USE ONLY		
Code Type Donee	County of Location	Donee ID Number
Application Approved by		
Date Approved		

Donee Name: _____

Donee Address: _____

Telephone: _____ Fax: _____

Email: _____ County: _____

This certifies that the personnel listed below are hereby designated as accredited representatives of this organization duly authorized and empowered to select acquire and receipt for Federal surplus property; to obligate this organization for the payment of all service charges assessed by the state for the provision of such property; and to execute related documents certifying compliance by this organization with the terms, conditions, reservations and restrictions which will apply to the receipt and use of Federal surplus property by this organization.

Name	Title	Signature

I, and the above designated representatives whose signatures are affixed hereto have reviewed, and further certify that this organization will observe and comply with all Terms, Conditions, Reservations and Restrictions applying to the acquisition and use of property as outlined in the certifications and agreements document.

 Signature

 Typed Name and Title of Head Administrative Official

 Date

Instructions: Review the items below sign this document and submit it with a completed Participation Agreement and Designation of Authorized Representatives document as part of your application package.

A. The donee certifies that:

1. It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954; within the meaning of section 203(i) of the Federal Property and Administrative Service Act of 1949, as amended, and the regulations of the Administrator of General Services.
2. If a public agency, their property is needed and will be used by the recipient for carrying out or promoting the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public purposes, and including research for such purpose. The property is not being acquired for any other use of purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency.
3. Funds are available to pay all costs and charges incident to donation, and these charges will be paid promptly.
4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Acts of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

B. The donee agrees to the following Federal conditions:

1. All items of property shall be placed in use for the purpose for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall be immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the report available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
2. Such special handling or use limitations as are imposed by General Service Administration(GSA) on any items(s) of property listed hereon.
3. In the event the property is not so used or handled as required by B.1 or B.2 above, title and right to possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

C. The donee agrees to the following conditions imposed by the State Agency, applicable to items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles, regardless of acquisition cost, except vessels 50 feet or more in length and aircraft:

1. The property shall be used only for the purpose(s) for which acquired and for no other purposes(s).
2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.
3. In the event the property is not so used as required by C.1 and C.2 above and Federal restrictions in B.1 and B.2. have expired, then title and right to the possession of such property shall at the option of the State agency revert to the State of New York and the donee shall release such property to such persons as the State agency shall direct.

D. The donee agrees to the following terms, reservations and restrictions:

1. From the date it receives the property listed herein and through the period(s) of time the conditions imposed by B and C above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under B or the State agency under C. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or the State agency shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
2. In the event any of the property listed herein is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by B and C remain in effect, without the prior approval of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value of the property at the time of such disposal, as determined by GSA or the State agency.
3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by B and C remain in effect, any of the property listed herein is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State Agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
4. The donee shall make reports to the State agency on the use, condition, and location of the property listed herein, and on other pertinent matters as may be required from time to time by the State agency.
5. At the option of the State agency, the donee may abrogate the conditions set forth in C and the terms, reservations and restrictions pertinent thereto in D by payment of an amount as determined by the State agency.

E. The donee agrees to the following conditions, applicable to all items of property listed hereon:

1. The property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.
2. Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the state agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

F. Terms and conditions applicable to the donation of aircraft and vessels (50 feet or more in length) having an acquisition cost of \$5,000 or more, regardless of the purpose for which acquired:

The donation shall be subject to the special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

G. The organization receiving Federal Surplus Property shall indemnify and hold harmless New York State and the United States Federal Government, their employees and agents against any and all loss, damage, claim or liability whatsoever; due to personal injury or death or damage during the acquisition or subsequent use of Federal Surplus Property.

H. All property acquired through the Federal Surplus Property Program is considered federal financial grant-in-aid and may require compliance under the single audit act of 1984 and the provisions of OMB circulars A-128 and A-133.

ORGANIZATION NAME: _____

NAME: _____

TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

This form should be submitted with any application for eligibility.



State of New York
Office of General Services
BUREAU OF FEDERAL PROPERTY ASSISTANCE

NON-DISCRIMINATION ASSURANCE STATEMENT

Assurance of compliance with GSA regulations under Title VI of the civil Rights Act of 1964, as amended; Section 605 of Title VI of the Federal Property and Administrative Service Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1963, as amended; and Section 303 of the Age Discrimination Act of 1975, as amended.

DONEE

agrees that the program for or in connection with, which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-5.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975, as amended, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity for which the donee received Federal assistance from the General Services Administration; and Hereby Gives Assurance That it will immediately take any measure necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee, the word "donee" as used herein includes any such successor in interest.

The accuracy of the data and the continued compliance with all requirements for acquisition and use of Federal Surplus Property as stated on (1) Certifications and Agreements (CS402) and (2) Non-discrimination Assurance Statement, as well as a desire to continue eligibility in the Federal Surplus Property is hereby acknowledged.

ORGANIZATION

NAME: _____

NAME: _____

TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

This form should be submitted with any application for eligibility.



STATE OF NEW YORK
 EXECUTIVE DEPARTMENT
 OFFICE OF GENERAL SERVICES
 MAYOR ERASTUS CORNING 2ND TOWER
 THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
 ALBANY, NEW YORK 12242

Eligible Fire Departments should complete the following and the appropriate Public Agency application and submit them by US Postal Service to:

New York State Office of General Services
 BUREAU OF FEDERAL PROPERTY ASSISTANCE
 State Office Building Campus, Building 18
 Albany, NY 12226

A. Organization Information: _____
 Name: _____
 Address: _____
 Telephone: _____ Fax: _____

B. Indicate type of organization. Check all that apply. (Note you must also submit the appropriate application form for a public agency).

- Private, independent, nonprofit volunteer company
- Village fire company or department with all equipment and apparatus supplied by village tax funds
- City fire department
- Fire district organized as a political subdivision governed by elected commissioners and serving one or more townships. List township names below.
- Fire protection district organized by or under permission of a town board and serving one or more townships. List township names below:

C. Please include documentary evidence of the manner in which the applicant organization was established, such as a copy of the law or resolution of the Board or appropriate governing body establishing the applicant organization, the original Charter of Incorporation, or any other documentary evidence on the date and how the applicant organization was established.

I CERTIFY THE ACCURACY OF THE ABOVE DATA

 Signature

 Print Name

 Title

 Date

Submit with NON-DISCRIMINATION ASSURANCE STATEMENT and signed Sample Participation Agreement and Certifications and Agreements forms.

Have you completed the appropriate application for a Public Agency? If not, please do so. It must accompany this application.

RESOLUTION NO.: 45 - 2011

OF

FEBRUARY 28, 2011

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTER-LOCAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN
CONNECTION WITH THE 2010 BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM AND, IN FURTHERANCE THERETO,
AMENDING GRANT FUND
OF THE CITY OF NEWBURGH**

WHEREAS, the Justice Assistance Grant ("JAG") Program provides funds for various law enforcement agencies throughout the State of New York; and

WHEREAS, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2010 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

WHEREAS, the County has agreed to set aside \$30,500.00 from the 2010 Local JAG Award for the City of Newburgh to be used toward the cost of a police vehicle, overtime for crime suppression, and a police ID card with the remaining funding of \$24,825.00 to be used toward the acquisition of a County Law Enforcement Automatic Vehicle;

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 inter-local agreement between the County of Orange and the City of Newburgh in connection with the 2010 Byrne Memorial JAG Program Award to receive funds through the County of Orange under the terms of said program (the "Grant") and under the terms and conditions of the agreement, a copy of which is attached hereto, for various important law enforcement functions for the City of Newburgh and other local law enforcement agencies; and

BE IT FURTHER RESOLVED, this Council hereby amends the City of Newburgh's Grant Fund as follows, in furtherance of acceptance of the Grant:

Revenue Account	CG 3120.4345.3504.2010	\$30,500.00
Expense Account	CG 3120.0202.3504.2010	\$ 5,600.00
	CG 3120.0205.3504.2010	\$ 24,900.00

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

45-11

Justice Administration Grant # 2010-DJ-BX-1042

STATE OF NEW YORK
COUNTY OF ORANGE

INTER-LOCAL AGREEMENT
BETWEEN THE COUNTY OF ORANGE AND CITY OF NEWBURGH

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the COUNTY OF ORANGE, which is authorized to execute this Inter-local Agreement by virtue of authority granted pursuant to the Orange County Charter, more specifically Section 3.02(m) thereof, to be administered by and through the Orange County Office of Emergency Services, hereinafter referred to as COUNTY, and the CITY OF NEWBURGH, acting by and through its governing body, the NEWBURGH CITY COUNCIL, hereinafter referred to as CITY, both of ORANGE COUNTY and in the STATE OF NEW YORK, witnesseth:

WHEREAS, this agreement is made under the authority of Section 99-h of the New York State General Municipal Law; and

WHEREAS, each governmental instrumentality, in performing their governmental functions or in paying for the procurement of the governmental functions contemplated hereunder, shall make that performance or the payments for the procurement of such services from current revenues legally available to that party; and

WHEREAS, each governmental instrumentality finds that the performance of this Inter-local Agreement is in its best interests and that the undertaking of the obligations as defined and described herein will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Inter-local Agreement; and

WHEREAS, the CITY agrees that the COUNTY receives the full amount of \$55,325 and will administrator the 2010 Local JAG award and that further, the County will act as the fiscal agent for said funds; and

WHEREAS, the County agrees to set aside \$30,500 from the 2010 Local JAG award for the CITY to be used toward the cost of a police vehicle, overtime for crime suppression, and a police ID card system; and the remaining \$24,825 will be used toward the acquisition of a County Law Enforcement vehicle locator system.

WHEREAS, the CITY and COUNTY believe it to be in the best interests to reallocate the 2010 Local JAG funds accordingly.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees that the COUNTY will receive the total JAG funds from in the amount of \$55,325.

Section 2.

COUNTY agrees to set aside \$30,500 for the CITY's portion of the project funding and use the remaining funding towards the acquisition of a County Law Enforcement Automatic Vehicle Locator System.

Section 3.

Nothing in the performance of this Inter-local Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the General Municipal law and/or Local Laws.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the General Municipal law and/or Local Laws.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Inter-local Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Inter-local Agreement do not intent for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF NEWBURGH

City Manager

Notary Public

Sworn to before me this ____ day
of 2011

COUNTY OF ORANGE

EDWARD A. DIANA
County Executive

Notary Public

Sworn to before me this ____ day
of 2011

RESOLUTION NO.: 46 - 2011

OF

FEBRUARY 28, 2011

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH GENERAL CODE
FOR THE PURPOSE OF UPDATING THE CODE BOOKS
AND AMENDING RESOLUTION NO: 264-2010,
THE AMENDED 2011 BUDGET FOR THE CITY OF NEWBURGH, NEW
YORK**

WHEREAS, the City of Newburgh wishes to enter into an agreement with General Code on the general terms and conditions as set forth in the attached January 25, 2011 letter to the City Clerk;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to execute an agreement with General Code;

BE IT FURTHER RESOLVED, that Resolution 264-2010, the 2011 Budget of the City of Newburgh is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
Special Items		
Contingency A.1900.1990	\$6,000.00	
City Council		
Printing A.1010.0441		\$6,000.00

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.:47 - 2011

OF

FEBRUARY 28, 2011

**RESOLUTION AMENDING RESOLUTION 255-2010 OF NOVEMBER 8, 2010
OF THE CITY COUNCIL ADOPTING A DISTRESSED PROPERTY
REMEDIAATION POLICY FOR THE CITY OF NEWBURGH**

WHEREAS, the Pace Law School Land Use Law Center, in coordination with the Center for Community Progress, has met with community stakeholders, made presentations, and submitted report to the City Council, in furtherance of Addressing Distressed Properties in the City of Newburgh; and

WHEREAS, the City Council, as a next step, wishes to adopt a Distressed Property Remediation Policy for the City; now, therefore

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the following Distressed Property Remediation Policy:

1. The City Council hereby accepts the Addressing Distressed Properties report, in the form attached hereto, of the Pace Law School Land Use Law Center in conjunction with the Center for Community Progress, including its general policy recommendations regarding the improvement of the City's code enforcement process, the creation of a land bank, and the creation of a system of development readiness. In implementing the distressed property remediation program, all practical means of ensuring that local workers are hired to conduct building improvements and property rehabilitation shall be pursued. The City's workforce initiative shall be based on the most successful examples of such efforts elsewhere in the nation. Research on these programs shall be conducted and a report presented to the City Council recommending steps necessary to adopt best practices in the City;

2. The City Council hereby creates a Property Remediation Task Force, consisting of the following persons, to develop a step-by-step process for implementing the recommendation of the Addressing Distressed Properties report:

City Manager
Corporation Counsel
Director of Planning and Development
Fire Chief

Building Inspector
Superintendent of Public Works
Assessor;
Police Chief
City Engineer
GIS Analyst
PathStone Community Improvement of Newburgh
Community Voices Heard
Habitat for Humanity

3. The City Council hereby authorizes the City Manager to take such steps as are necessary to create a land bank, to initially be known as the Newburgh Housing Development Fund Corporation, with its Board of Directors to consist of nine (9) members comprised of four (4) City members and incorporators consisting of a City Council Member to be appointed by the City Council, City Manager, Chair of the Property Remediation Task Force, a Planning Board member to be appointed by the Planning Board; and five (5) non-City members to be appointed by the Board of Directors consisting of representatives from anchor institutions in the City, local not-for-profit corporations, community members, and faith-based organizations in the community, under the Private Housing Finance Law,

Such land bank, once staffing, accounting, and funding have been determined by the City Council and following public hearing and authorization by the City Council, to take title to certain City-owned, improved, occupied, and vacant properties in the targeted area generally bounded to the North by Gidney Avenue (west of Liberty Street) and Clinton Street (east of Liberty Street), to the East by Grand Street, to the South by Broadway, and to the West by Dubois Street (north of First Street) and City Terrace (south of First Street), , and to hold, manage, and restore these properties utilizing, but not limited to greening and green technologies whenever possible, to support the development of vibrant, mixed income rental, lease/purchase and traditional homeownership options to stabilize the surrounding community and restore these properties to the property tax roll.

Bernis Nelson, Corporation Counsel, explained the revisions made to this resolution.

Councilman Dillard said that he had asked about Faith based organizations and the Hispanic communities sitting on this Board.

Bernis Nelson, Corporation Counsel, said that she was not asked to include that language.

Councilwoman Bell said that it specifies community members.

Mayor Valentine asked if they could change it to include Faith based organizations and the Hispanic Community.

Councilman Dillard said that he is talking about the Christian Ministerial Fellowship.

Mayor Valentine said that if you leave it at Faith based organizations then it can be whichever we choose.

Councilwoman Bell said that we have a lot of Faith based organizations. We have Christian, Jewish and Muslim.

Councilman Dillard said that he is looking for representation for the residents of this community. Rev. Woody is the head of the Christian Ministerial Fellowship and we could reach out to him.

Mayor Valentine asked if we could amend it to say Faith based for tonight's voting, because there is a timeline which is very critical. And then we as the City Council can choose who we want.

Bernis Nelson, Corporation Counsel, said that right now it reads that the City Council member is appointed by the City Council but the other five members are appointed by the Board of Directors.

Councilwoman Bello asked if they are making a motion to amend this tonight.

Mayor Valentine responded with a "yes".

Councilman Dillard asked about the Hispanic Community.

Mayor Valentine said that on that one under community members we will have to do an outreach to the Hispanic Community.

Councilman Dillard moved and Councilwoman Bello seconded to amend the resolution.

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

CARRIED

Councilwoman Bello said that this is based on the fact that they can obtain donations. The Council was told that they need almost \$400,000.00 to do this so if they can come up with only \$50,000.00 in donations does the rest of that money come out of our CDBG fund? That is a big concern to her.

Mayor Valentine said that is not our commitment tonight. The only way that this group can form itself and then seek money is to be formed. If they come back in a month or two and say they don't have enough money then we can say that this is not the time for this.

Acting City Manager, Michael Vatter said that what they are looking at spending over the next few days is a few hundred dollars to file paperwork and to get things going.

Mayor Valentine added that it is the same with the properties. We say if we want to deed a property over or if we want it back.

Councilwoman Bell said what was important to her is that when this was initially proposed the properties would be rehabbed and then sold. For her that was a little bit too narrow because she wanted the opportunity for people who previously owned property and still live here to become renters in a rent-to-own program so that they could possibly get their homes back. She wanted it to be more inclusive of affordable rentals and lease-to-purchase so that people could rent with option to buy so that it would be more inclusive for people in our community to actually be part of this Land Bank. She would like to see this done in clusters rather than here and there because the impact will be limited that way.

Acting City Manager, Michael Vatter said that that is how this Land Bank is going to function. There may be some individual properties done but the basic idea is to take clusters of properties to clean up and develop.

Mayor Valentine added that you want to show visible change.

Councilwoman Bell said that the properties that are too distressed can be taken down and green space could be created for things like pocket parks or urban farming. We have a green grocer on Broadway that is selling rotten produce so we need to have healthy food for the people who live in this city. She is excited about this even though she knows that there are still things that have to be worked out with the funding and such.

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

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

ADOPTED

RESOLUTION NO.: 48 - 2011

OF

FEBRUARY 28, 2011

**RESOLUTION OF THE CITY OF NEWBURGH AUTHORIZING THE CITY
MANAGER TO EXECUTE AN ASSIGNMENT FROM THE CITY OF
NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY OF THE NOTE AND
MORTGAGE BY LEYLAND NEWBURGH ASSOCIATES, LLC IN THE
AMOUNT OF \$300,000.00**

WHEREAS, the City of Newburgh ("City") and the City of Newburgh Industrial Development Agency ("IDA") executed a Transfer Agreement, copy attached, by which \$300,000.00 was transferred by the City to the IDA for the purposes of a loan to Leyland Newburgh Associates, LLC ("Leyland"); and

WHEREAS, Leyland executed a Note and Mortgage, copies attached, in the amount of \$300,000.00 to the IDA; and

WHEREAS, such Mortgage was recorded on October 20, 2009 in the Orange County Clerk's Office under File No. 20090102842; and

WHEREAS, the City requested the IDA to authorize assignment of such Note and Mortgage to the City which was so authorized by resolution of the IDA adopted at its meeting on February 22, 2011;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized to execute an assignment from the IDA of the Note and Mortgage by Leyland in the amount of \$300,000.00, together with such other necessary documents and instruments to effect such assignment.

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

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

ADOPTED

48-11

TRANSFER AGREEMENT BY AND BETWEEN THE CITY OF NEWBURGH
AND THE INDUSTRIAL DEVELOPMENT AGENCY OF THE CITY OF NEWBURGH
IN SUPPORT OF THE HABITAT-LEYLAND EAST PARMENTER STREET
DEVELOPMENT PROJECT

THIS AGREEMENT is entered into as of this 14th of August, 2009, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the laws and authority of the State of New York, hereinafter referred to as ("CITY"), with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and the CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, a governmental entity organized and existing under the laws of the State of New York, hereinafter referred to as "IDA", with principal offices in care of the Executive Director, 83 Broadway, City Hall, Newburgh, New York.

WITNESSETH:

ARTICLE 1. Preamble and Purpose:

Certain parcels of real property in the City of Newburgh in the vicinity of Spring Street, Washington Street, Liberty Street and Federal Street, and specifically including parcels on East Parmenter Street, have been identified as important in the economic and community development of this area of the City, and of the City generally; and appropriate for development and rehabilitation.

Leyland Newburgh Associates, LLC ("LNA") is a limited liability company organized and existing under the laws of the State of New York with the legal authority and with the experience, qualifications and means to develop said parcels of real property.

Habitat for Humanity of Greater Newburgh ("HABITAT") is a not-for-profit corporation organized and existing under the laws of the State of New York with its principal office for the conduct of business at 125 Washington Street, Newburgh, New York 12550; and is authorized to undertake the development and construction of housing, among other things.

On April 27, 2009, the City Council of the City of Newburgh approved and adopted Resolution No.: 52-2009, Resolution No.: 53-2009 and Resolution No.: 54-2009, copies of which are attached hereto. Resolution No.: 52-2009 approved the execution of a development agreement by and between CITY and LNA; Resolution No.: 53-2009 approved the execution of a development agreement by and between CITY and HABITAT; Resolution No.: 54-2009 approved the execution of this agreement by and between CITY and IDA.

It is the purpose of the parties to this Agreement to effectuate the transfer from CITY to IDA the sum of Three Hundred Thousand (\$300,000.00) Dollars of certain funds of CITY identified herein as "KNEC funds" under the terms and conditions hereof and under the terms

and condition of the development agreements, indentures and covenants between and among CITY, LNA and HABITAT; and under all applicable laws, codes, rules and regulations.

ARTICLE 2. KNEC funds:

As used herein, "KNEC" shall mean the Kingston Newburgh Enterprise Corporation, an entity organized and created under the laws of the United States and of the State of New York. KNEC was granted federal economic development funds to support community and economic development projects in the City of Kingston and in the City of Newburgh. Federal funding of KNEC was discontinued in 2003. By mutual agreement of the involved federal, state and local agencies, the City of Kingston and the City of Newburgh (hereinafter "Kingston" and "Newburgh" unless otherwise defined or designated) continued to administer, receive, retain and control loan repayments of KNEC funds from parties and entities receiving same under the KNEC program.

The City of Newburgh received such funds and authorized the use of same as a revolving loan fund for eligible local community and economic development projects in the City, pursuant to the understandings and agreements of the KNEC participating entities, as approved by Resolution No.: 54-2009 of April 27, 2009, by the City Council of the City of Newburgh, a copy of which is attached hereto and made a part hereof. The CITY wishes to transfer to IDA, and IDA wishes to accept Three Hundred Thousand (\$300,000.00) Dollars of the CITY's KNEC funds, specifically and exclusively for the purposes and improvements described in said development agreements by and between the City of Newburgh and LNA and HABITAT respectively.

ARTICLE 3. Authority and Approval:

CITY and IDA are each fully authorized and empowered by law to enter into this Agreement and to take any and all actions which may be appropriate and necessary to carry out the terms hereof and to provide said funds for said East Parmenter Street Development Project ("the Project"). CITY and IDA have entered into an Agreement authorizing each of them to cooperate with the other and to exercise their lawful powers in collaboration in support of economic and community development and other projects, same as being in the best interests of the parties, the City of Newburgh generally and its residents. CITY approved said Agreement under the authority of Resolution No.: 201-2005 approved by the City Council on September 25, 2005, a copy of which is attached hereto.

ARTICLE 4. Provision of KNEC funds.

Upon the final execution of this Agreement by the authorized officers of the parties, the City Comptroller shall immediately make available Three Hundred Thousand (\$300,000.00) Dollars of said KNEC funds to IDA, exclusively to be used for the purposes and according to all of the terms and conditions set forth and described herein including all attachments hereto and in particular the development agreements by and between CITY and LNA and HABITAT.

The City Comptroller shall transfer \$300,000.00 in KNEC funds to the Treasurer or other authorized officer of IDA. Such officer shall deposit said funds in a separate account at a recognized banking institution and expend same solely and exclusively for the purposes set forth in this Agreement and any attachments hereto. Such funds shall not be comingled with any other funds nor used for any other purposes. In the event any of such funds are not expended for the East Parmenter Street Development Project, they shall be promptly refunded in full to CITY to the extent not expended for same. The Treasurer of IDA shall expend such funds only upon receipt of properly-certified invoices prepared in such form and supported by such documentation as sound, accepted and reasonable bookkeeping and accounting practices require.

ARTICLE 5. Executory Clause:

CITY shall have no liability under this Agreement to IDA or to or on behalf of any other party or entity beyond the amount of any of such KNEC funds available for the subject purposes.

ARTICLE 6. Audit by the City and Others:

All funds provided hereunder and whether in the custody and possession of CITY and/or IDA or others, and all claims, invoices and certifications forms used in connection with this Agreement and/or with said Project and the books, records and accounts upon which any and all such payments are based are subject to audit by CITY, by IDA and by any and all federal or state agencies with jurisdiction thereover. The Parties shall disclose and provide access to any and all such books, records, documents, forms and justifications in support of expenditures or fees under this Agreement as may be required by CITY, by IDA and/or by any such other agencies so that same may be audited and evaluated for the reasonableness of such expenditures.

ARTICLE 7. No Conflicts of Interest:

By and on behalf of each of them, and their officers, agents and employees, each party hereto represents and warrants that neither it nor any of its directors, officers, participants, members, partners, agents 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 of either of them of their respective duties and responsibilities under this Agreement, and/or with the performance of LNA, and/or HABITAT and their directors, officers, agents or employees in the performance of the Project.

ARTICLE 8. Independent Contractors:

In providing their respective services under this Agreement and/or providing funds and/or services in support of the Project, each party hereto shall be, have the status of and operate as an independent contractor and shall not be or act as an employee of the other or of any other entity. As such, each party shall be solely responsible for the proper discharge of its own responsibilities, duties and obligations. In accordance with such status, neither party nor their respective agents, employees or contractors shall hold themselves out as or claim to be officers or employees of the

other by reason hereof; and thus shall not make any claim, demand or application for and benefit, privilege or right applicable to an officer or employee of the other including but not limited to Workers Compensation coverage, health insurance coverage or benefits, Unemployment Insurance benefits, Social Security benefits or coverage or employee retirement membership, benefits or credit by reason hereof.

ARTICLE 9. No Assignment:

Neither party shall assign or sub-contract any of its rights, duties, responsibilities or obligations under this Agreement without the advance prior approval and written consent of the other party. Any such assignment or sub-contract which is properly approved shall remain subject to all of the terms, conditions and requirements of this Agreement.

ARTICLE 10. Books and Records:

Both parties agree to maintain separate and accurate books, records, documents and other materials and to adopt and adhere to generally-accepted bookkeeping and accounting standards and practices which accurately and sufficiently reflect all direct and indirect income and expenditures received made and incurred in the performance of this Agreement. Each party agrees to retain and maintain all such books, records and other documents relevant to this Agreement for a minimum of six (6) years after the completion of the participation of LNA, HABITAT or either of them in the Project.

ARTICLE 11. Exclusivity of Funding and Purpose:

The parties acknowledge that there is now and may in the future exist disputes, disagreements or conflicts between them which may or may not include litigation or other adversarial proceedings involving them. Each party hereto stipulates and agrees that, during the term of this Agreement each party may and shall carry out its duties and obligations hereunder fully and completely to the best of its ability and in good faith, and is willing and able to do so without any prejudices to the other resulting from and such other disputes, disagreements, conflicts and/or litigation. In the event that either or both parties find that, as a matter of law, rule or reasonable ethical duties and obligations hereunder with respect to the other in good faith and without prejudice, either such party shall immediately notify the other of same in writing. Following such notice, the parties shall immediately suspend their respective performance hereunder, and shall immediately seek to resolve any such differences with a view to enabling them to proceed under this Agreement. In the event the parties are unable to resolve such disputes within a prompt and reasonable time, each shall notify all other parties involved in the Project of such circumstances, and shall promptly undertake to adopt such strategies and take such further actions as shall appoint substitutes who shall be qualified, willing and able to carry out the terms and serve the purposes of this Agreement.

In keeping therewith, the parties hereto agree and covenant that each shall perform its duties and obligations under this Agreement including but not limited to the receipt, management

and disbursement of funds solely and exclusively for the purposes of effectuating the subject East Parmenter Street Development Project. Neither party shall withhold or set-off any funds or other assets of either party identified, appropriated or used for the purposes of said Project under color of a claim or right of such party against the other arising out of any other matter, claim, judgment, transaction or thing unrelated to this Agreement and/or the subject Project.

ARTICLE 12. Suspension or Termination:

The obligations of the parties under this Agreement may be suspended or terminated by either party upon written notice to the other for cause. Or used herein cause shall be defined as and shall include but not limited to the following:

- a. upon the failure of either party to comply with a material term or condition of this Agreement;
- b. upon a determination by either party that such party is unable to carry out its duties and obligations hereunder fully and in good faith as described and set forth in Article 11 hereof;
- c. upon the refusal of any agency or party with jurisdiction thereover to approve or permit either party hereto carry out one or more duties imposed by this Agreement upon such party;
- d. upon the KNEC funds provided hereunder for the purposes of said Project becoming unavailable or unusable for same for any reasons other than the violation of any term or condition of this Agreement by a party or the improper, reckless or negligent conduct of a party hereto.

Upon such suspension or termination, the parties agree that each shall comply with any and all close-out procedures as are or may be appropriate and necessary according to the following terms and provisions and such others as may be required under generally-accepted bookkeeping and accounting practices including accounting for and in the event of termination, refunding to the CITY with fourteen (14) days of such termination any and all unexpended KNEC funds then in the possession of IDA; and furnishing an accounting of all expenditures of said funds during the conduct of such Project to the date of such suspension or termination.

Upon the termination of this Agreement and of the duties and obligations of the parties hereunder due to circumstances described in sub-paragraphs "b", "c" or "d" of this Article 12, and upon the completion by the parties of their obligations under the close-out procedures described herein, including but not limited to the refunding of any unexpended funds, neither party shall have any further obligations to the other hereunder except for those related to the responsibility of each party to keep the books and records relating hereto and to provide access thereto and to cooperate with any examinations and audits thereof.

ARTICLE 13. Notice and Opportunity to Cure:

In the event that either party hereto believes the other is in breach of any of its obligations hereunder such party shall provide written notice thereof to such other party. Such other party shall have ten (10) working days to correct such breach. In the event such breach is not corrected, the non-breaching party shall have all rights and remedies as may be provided by law or equity including but not limited to those provided under this or other agreement, at the option of such non-breaching party.

ARTICLE 14. Governing Law:

This Agreement shall be governed by the laws, codes, rules and regulations of the United States and of the State of New York. The parties shall perform their duties, responsibilities and obligations in accordance with same and as same may be amended and in effect at the time of such performance.

ARTICLE 15. Entire Agreement:

The rights and obligations of the parties and their respective officers, employees, and agents shall be subject to and governed by the terms and provisions of this Agreement and all attachments hereto, which supersede any other understandings by and between the parties.

ARTICLE 16. Modification:

No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid or enforceable unless in writing and authorized and signed by the empowered officers of the parties.

ARTICLE 17. Addresses for Notices:

Any notice or other communication necessary and appropriate for the parties to comply with the terms of this Agreement shall be conveyed to each party as follows:

To the CITY:	City Manager, City of Newburgh 83 Broadway, City Hall Newburgh, New York 12550 Telephone No.: 845-569-7301 Facsimile No.: 845-569-7370
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With a copy to:

Corporation Counsel
City of Newburgh
83 Broadway, City Hall
Newburgh, New York 12550
Telephone No.: 845-569-7335
Facsimile No.: 845-569-7338

To the IDA:

With a copy to:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date it is fully executed by both parties.

THE CITY OF NEWBURGH

By: *Douglas Douglas*

Acting City Manager

CITY OF NEWBURGH INDUSTRIAL
DEVELOPMENT AGENCY

By: *Shira R. [Signature]*
(Insert name)
(Insert title) *Vice Chair, IDA*

RESOLUTION NO.: 52 - 2009

OF

APRIL 27, 2009

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A DEVELOPMENT AGREEMENT WITH
LEYLAND NEWBURGH ASSOCIATES
IN CONNECTION WITH THE EAST PARMENTER STREET DEVELOPMENT PROJECT

WHEREAS, certain parcels of real property in the City of Newburgh in the vicinity of Spring Street, Washington Street, Liberty Street and Federal Street, and including parcels on East Parmenter Street, have been identified as appropriate and important in the economic and community development of this area of the City, and of the City generally; and

WHEREAS, Leyland Newburgh Associates, LLC ("LNA") is a limited liability company organized and existing under the laws of the State of New York with the legal authority and with the experience, qualifications and means to develop said parcels of real property; and

WHEREAS, Habitat for Humanity of Greater Newburgh is a not-for-profit corporation organized and existing under the laws of the State of New York with its principal office for the conduct of business at 125 Washington Street, Newburgh, New York 12550; and is authorized to undertake the development and construction of housing, among other things; and

WHEREAS, the City of Newburgh is collaborating with LNA to develop said properties, same as being in the best interests of the City of Newburgh, including by the provision of appropriate financing using funds derived from the Kingston-Newburgh Enterprise Community ("KNEC") program to be provided to the City of Newburgh Industrial Development Agency ("IDA") under which the proposed use of such funds is an eligible project; and same is in keeping with Resolution No. 106-2003; and

WHEREAS, the parties hereto propose to enter into the attached development agreement according to which the parties shall undertake and complete the East Parmenter Street Project;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh a development agreement with Leyland Newburgh Associates, LLC in substantially the form annexed hereto with such other terms and conditions as Corporation Counsel deems necessary as a matter of law, same being in the best interests of the City of Newburgh; and the City Manager is hereby authorized to take all such further actions as may be appropriate and necessary to carry out the terms and provisions of such agreement and to undertake and complete the East Parmenter Street Project.

I, Lorene Vitak, City Clerk of the City of Newburgh,
herby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held April 20 09
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 20 day of April 20 09

Lorene Vitak
City Clerk

RESOLUTION NO.: 53 - 2009

OF

APRIL 27, 2009

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A DEVELOPMENT AGREEMENT WITH
HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.
IN CONNECTION WITH THE EAST PARMENTER STREET DEVELOPMENT PROJECT

WHEREAS, certain parcels of real property in the City of Newburgh in the vicinity of Spring Street, Washington Street, Liberty Street and Federal Street, and including parcels on East Parmenter Street, have been identified as appropriate and important in the economic and community development of this area of the City, and of the City generally; and

WHEREAS, Leyland Newburgh Associates, LLC ("LNA") is a limited liability company organized and existing under the laws of the State of New York with the legal authority and with the experience, qualifications and means to develop said parcels of real property; and

WHEREAS, Habitat for Humanity of Greater Newburgh is a not-for-profit corporation organized and existing under the laws of the State of New York with its principal office for the conduct of business at 125 Washington Street, Newburgh, New York 12550; and is authorized to undertake the development and construction of housing, among other things; and

WHEREAS, the City of Newburgh is collaborating with LNA and with Habitat for Humanity ("Habitat") to develop said properties, same as being in the best interests of the City of Newburgh, including by the provision of appropriate financing using funds derived from the Kingston-Newburgh Enterprise Community ("KNEC") program to be provided to the City of Newburgh Industrial Development Agency ("IDA") under which the proposed use of such funds is an eligible project; and same is in keeping with Resolution No. 106-2003; and

WHEREAS, the parties hereto propose to enter into the attached development agreement according to which the parties shall undertake and complete the East Parmenter Street Project;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh a development agreement with Habitat for Humanity, in substantially the form annexed hereto with such other terms and conditions as Corporation Counsel deems necessary as a matter of law, same being in the best interests of the City of Newburgh; and the City Manager is hereby authorized to take all such further actions as may be appropriate and necessary to carry out the terms and provisions of such agreement and to undertake and complete the East Parmenter Street Project.

I, Latoria Vitok, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 4/27/09
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 28 day of April 2009

Latoria Vitok
City Clerk

RESOLUTION NO.: 54 - 2009

OF

APRIL 27, 2009

A RESOLUTION APPROVING THE GRANT OF CERTAIN
KINGSTON-NEWBURGH ENTERPRISE CORPORATION ("KNEC") FUNDS
TO THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY ("IDA")
TO BE LOANED BY THE IDA TO LEYLAND NEWBURGH ASSOCIATES, LLC ("LNA")
EXCLUSIVELY FOR THE EAST PARMENTER STREET PROJECT

WHEREAS, the Kingston-Newburgh Enterprise Corporation ("KNEC") transferred to the City of Newburgh certain funds generated by KNEC economic development loan repayments; as authorized by City Council Resolution No. 106-2003; and

WHEREAS, Resolution No. 106-2003 adopted by the City Council on June 9, 2003 authorized the establishment of a revolving loan fund for eligible purposes using said funds; such projects to be subject to the approval of the City Council; and

WHEREAS, Leyland Newburgh Associates, LLC ("LNA") is a business corporation formed by Leyland Alliance and Habitat for Humanities for the purpose of rehabilitating and developing up to sixteen (16) properties in the City of Newburgh, a project known and referred to herein as the East Parmenter Street Project, ("the Project"); and

WHEREAS, Habitat for Humanity of Greater Newburgh is a not-for-profit corporation organized and existing under the laws of the State of New York with its principal office for the conduct of business at 125 Washington Street, Newburgh, New York 12550; and is authorized to undertake the development and construction of housing, among other things; and

WHEREAS, the City of Newburgh now wishes to transfer \$300,000.00 of said KNEC funds to the City IDA to be loaned to LNA exclusively for the purposes of said Project as set forth and described in the proposed agreements pertaining thereto; same as being in keeping with the policies and purposes of the IDA and in the best interests of the economic, housing and community development policies of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that \$300,000.00 of KNEC funds as described herein is hereby transferred to the City IDA to be loaned by the IDA to LNA exclusively for the purposes of the East Parmenter Street Project on the terms and conditions described in the proposed agreements between and among the parties; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute such documents and take such actions as may be appropriate and necessary to carry out such transfer to effectuate the completion of the Project.

I, Lorene Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held April 20 09
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 20 day of April 20 09

Lorene Vittek
City Clerk

RESOLUTION NO.: 201 - 2005

OF

SEPTEMBER 26, 2005

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE
CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY
AUTHORIZING THE MUTUAL COOPERATIVE EXERCISE OF THEIR
RESPECTIVE MUNICIPAL AND LAWFUL POWERS FOR PROJECTS
AND PURPOSES IN THE BEST INTERESTS OF THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh ("CITY") is a municipal corporation duly created and chartered under the laws of the State of New York; and

WHEREAS, the City of Newburgh Industrial Development Agency ("NIDA") has been created by and under the General Municipal Law and other laws of the State of New York; and

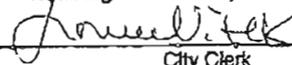
WHEREAS, frequently and from time-to-time the CITY and NIDA cooperate and collaborate on economic development, community development and other projects with the purposes and goals of bringing employment opportunities to and fostering investment of capital in the properties and businesses of the City of Newburgh; and

WHEREAS, such collaboration often calls for the sharing and coordination of resources, finances, staff and other assets of the CITY and NIDA in the interests of both entities and of the citizens they serve; and it is therefore appropriate and necessary for them to enter into an Agreement in substantially the same form attached hereto, for the advancement of such projects and purposes;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and she is hereby authorized to execute an agreement, in substantially the same form annexed hereto and subject to approval of the Corporation Counsel with such other terms and conditions as Counsel may require, with the City of Newburgh Industrial Development Agency to authorize the cooperation and collaboration of the CITY with NIDA for the advancement of economic and community development and other projects and initiatives, including the sharing of resources, finances, staff and other assets, same as being in the best interests of the City of Newburgh and its citizens.

I, Lorena Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 9/26/05
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 27 day of Sept. 20 05


City Clerk

PROMISSORY NOTE

Principal Amount: \$300,000.00

Date of Note: August 6, 2009

FOR VALUE RECEIVED, the undersigned, LEYLAND NEWBURGH ASSOCIATES, LLC, a limited liability company organized under the laws of the State of New York, having an address at P.O. Box 878 - 233 Route 17, Tuxedo, New York 10987 ("Borrower") promises to pay to the order of the CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation and an industrial development agency under the State of New York, having an office at 83 Broadway, City Hall, Newburgh, New York 12550 ("Lender") the principal sum of THREE HUNDRED THOUSAND and 00/100 (\$300,000.00) DOLLARS with interest at the Interest Rate (as hereinafter defined) payable monthly on the unpaid principal balance of such amount from the date of this Note until payment in full on the Maturity Date (as hereinafter defined). The loan evidenced by this Note (the "Loan") is secured by a mortgage dated the date hereof (the "Mortgage").

ARTICLE I.

Definitions

- (a) Interest rate shall mean a fixed rate per annum equal to 5.00% percent per annum.
- (b) "Interest Rate" shall mean the rate of interest to be paid by Borrower on any outstanding principal due under this Note and shall be determined in accordance with Article II hereof.
- (c) "Maturity Date" shall mean the earlier of (a) Aug 5, 2012 [36-month term], or (b) the date this Note is due and payable as a result of acceleration or otherwise; if Borrower is in compliance with the terms of this Note and the Mortgage, Borrower shall be entitled to extend the Maturity Date for an additional 24 months, and Borrower shall enter into such agreements, and satisfy such additional conditions as to title insurance and other matters as Lender shall reasonably request in connection with effectuating such extension of the Maturity Date.
- (d) "Subsequent Period" shall mean the period from and including the Maturity Date through such later date as the Borrower pays the full balance of the principal and interest (including Default Interest) and Late Payment Charges remaining unpaid under this Note.

ARTICLE II.

Computation of Interest and Determination of Interest Rate

(a) Computation of Interest. Interest shall be paid monthly in arrears and upon termination of the Loan (except interest calculated at the Default Rate, which shall be payable on demand).

(b) Determination of Interest Rate. "Interest Rate" shall mean a fixed rate per annum equal to 5.00% percent per annum.

ARTICLE III

Payments

Payments of interest only on the outstanding principal balance shall be due and payable on the 1st day of November, 2009 and on the 1st day of each and every month thereafter until the Maturity Date. On August 5, 2012 the entire outstanding principal balance together with the interest shall be due and payable.

ARTICLE IV.

General Conditions

(a) Application of Payments Received. Except as otherwise provided in this Note, all payments received by the Lender on this Note shall be applied by the Lender as follows:

First, to accrued and unpaid interest then due and owing (including Default Interest); and

Second, to any unpaid Late Payment Charges; and

Third, to the reduction of principal of this Note;

If an Event of Default occurs, the Lender may apply any payments received to sums due hereunder or under any other Loan Documents in such manner as it deems appropriate.

(b) Late Payment Charges. If Borrower fails to pay any amount of principal and/or interest on the Note for fifteen (15) days after such payment becomes due, whether by acceleration or otherwise, the Lender may, at its option, impose a late payment charge (the "Late Payment Charge") of five percent (5%) of the payment due. The Late Payment Charge is not a penalty and is deemed to be liquidated damages for the purposes of compensating the Lender for the actual amount of damages incurred by the Lender as a result of the late payment by Borrower.

(c) Prepayment. There shall be no prepayment penalty during the term of the loan.

(d) Events of Default. Each of the following shall constitute an Event of Default under this Note:

(a) After default in the payment of any installment of principal or of interest, if same is not cured within ten (10) days following the giving of notice of default to Borrower; or

(b) Upon the breach by the Borrower of any covenant or provision contained in the Mortgage securing this Note, and the failure to cure same within the time period provided for in the Mortgage

(c) Costs and Expenses on Default. After default, in addition to principal, interest and any Late Payment Charge, the Lender shall be entitled to collect all costs of collection, whether or not there is a suit or an action, including, but not limited to, reasonable attorneys' fees, court costs if not prohibited by law and Lender's legal expenses, including reasonable attorneys' fees and legal expense for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, incurred in connection with the protection or realization of Collateral, and all such costs and expenses shall be payable on demand and until paid shall also be secured by the Mortgage.

(f) No Waiver by the Lender. No failure on the part of the Lender or other holder hereof to exercise any right or remedy hereunder, whether before or after the happening of a default, shall constitute a waiver thereof, and no waiver of any past default shall constitute waiver of any future default or any defaults. No failure to accelerate the Loan, or the acceptance of past due installments, or indulgence granted from time to time shall be construed to be a waiver of the right to insist upon prompt payment thereafter, or be construed so as to preclude the exercise of any right which the Lender may have. Borrower hereby expressly waives the benefit of any statute or rule of law or equity which would produce the result contrary or in conflict with the foregoing. This Note may not be changed orally but only by an agreement in writing signed by the party against whom such agreement is sought to be enforced.

(g) Waiver by Borrower. Borrower to the extent allowed by law, hereby waives presentment, protest, demand, notice of dishonor and of nonpayment, against the enforcement and collection of the obligations evidenced by this Note and any and all extensions, renewals and modifications hereof.

(h) Compliance with Usury Laws. It is not intended hereby to charge interest at a rate in excess of the maximum interest rate permitted to be charged to the Borrower under applicable law. Borrower shall not be required to make interest payments to the extent that the receipt thereof by the Lender would not be permissible under any applicable statute, rule or regulation limiting rates of interest which may be charged or collected by any lender, provided, however, that any interest payment not required to be made by Borrower pursuant to the foregoing limitations sentence shall be made by Borrower to the Lender on the earliest date or dates on which the receipt thereof would be permissible under such statutes, rules or regulations; and provided, further, that no interest shall accrue or be charged on the amount of any interest payment deferred pursuant to this provision.

(i) Governing Law; Submission to Jurisdiction. This Note shall be governed and construed under the laws of the State of New York. Borrower hereby irrevocably submits to personal jurisdiction in the federal or state courts of competent jurisdiction located in the County of Orange and any related appellate courts and irrevocably waives any objections as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum.

(j) WAIVER OF JURY TRIAL. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS NOTE, OR ANY OTHER LOAN DOCUMENTS OR ADDITIONAL LOAN DOCUMENTS OR THE

LOAN, OR ANY INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION WITH THE LOAN OR THE VALIDITY, PROTECTION, COLLECTION OR ENFORCEMENT THEREOF, OR ANY OTHER CLAIM OR DISPUTE HOWEVER ARISING BETWEEN THE BORROWER AND THE LENDER.

(k) Notices. Any notices required or permitted to be given hereunder shall be given by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below or by facsimile to:

If to Borrower: LEYLAND NEWBURGH ASSOCIATES, LLC
P.O. Box 878
Tuxedo, New York 10987

With a copy to: Robert E. Krahulik, Esq.
Bonacic, Krahulik & Associates, LLP
2 Bank Street, P.O. Box 391
Warwick, New York 10990

If to Lender: Newburgh Industrial Development Agency
City Hall
83 Broadway
Newburgh, New York 12550

With a copy to: Thomas Whyatt, Esq.
Oxman Tulis Kirkpatrick Whyatt & Geiger LLP
120 Bloomingdale Road, Suite 100
White Plains, New York 10605

or such other address as any party may designate in writing to the other parties. Notice, demands and requests which shall be served by registered or certified mail, return receipt requested upon Borrower or Lender in the manner aforesaid, shall be deemed sufficiently served or given for all purposes hereunder, if mailed, three (3) days after the time such notice, demand or request shall be deposited in any Post Office or Branch Post Office regularly maintained by the United States Government.

(l) Renewals, Modifications and Extensions. Borrower agrees that Lender may renew or extend (repeatedly and for any length of time) this Loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this Loan without the consent of or notice to anyone other than the party with whom the modification is made. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability.

(m) Liability if more than one Borrower. If more than one person or entity executes this note as a Borrower, all of said persons or entities use jointly and severally liable hereunder.

(n) Entire Agreement. This Note and the other loan documents constitute the entire understanding between Borrower and the Lender.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

IN WITNESS WHEREOF, Borrower by its duly authorized agent has executed this instrument at the date first above written.

LEYLAND NEWBURGH ASSOCIATES, LLC

BY: Howard Kaufman
HOWARD KAUFMAN, Manager

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On this 6th day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared HOWARD KAUFMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Thomas Whyatt

Notary Public

THOMAS WHYATT
Notary Public for the State of New York
0023290022510
Qualified in Putnam County
Commission Expires April 18, 2010

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:
NAME(S) OF PARTY(S) TO DOCUMENT

39-3-5.21, 5.22, 5.23, 33.1, 33.2,
31.22, 30.22, 29.2, 26.1, 26.2,
SECTION BLOCK LOT



Loyland Newburgh Associates
LLC

TO

City of Newburgh Industrial
Development Agency

39-2412-1, 12, 2, 12, 3
RECORD AND RETURN TO:
(name and address) 39-4-1.12, 4.22, 4.12

Thomas Whyatt, Esq.
120 Bloomingdale Road, Suite 100
White Plains, NY 10605

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER

PROPERTY LOCATION

- | | |
|-------------------------------|---------------------------|
| 2089 BLOOMING GROVE (TN) | 4289 MONTGOMERY (TN) |
| 2001 WASHINGTONVILLE (VLG) | 4201 MAYBROOK (VLG) |
| 2003 SO. BLOOMING GROVE (VLG) | 4203 MONTGOMERY (VLG) |
| 2289 CHESTER (TN) | 4205 WALDEN (VLG) |
| 2201 CHESTER (VLG) | 4489 MOUNT HOPE (TN) |
| 2489 CORNWALL (TN) | 4401 OTISVILLE (VLG) |
| 2401 CORNWALL (VLG) | 4600 NEWBURGH (TN) |
| 2600 CRAWFORD (TN) | 4800 NEW WINDSOR (TN) |
| 2800 DEERPARK (TN) | 5089 TUXEDO (TN) |
| 3089 GOSHEN (TN) | 5001 TUXEDO PARK (VLG) |
| 3001 GOSHEN (VLG) | 5200 WALLKILL (TN) |
| 3003 FLORIDA (VLG) | 5489 WARWICK (TN) |
| 3005 CHESTER (VLG) | 5401 FLORIDA (VLG) |
| 3200 GREENVILLE (TN) | 5403 GREENWOOD LAKE (VLG) |
| 3489 HAMPTONBURGH (TN) | 5405 WARWICK (VLG) |
| 3401 MAYBROOK (VLG) | 5600 WAWAYANDA (TN) |
| 3689 HIGHLANDS (TN) | 5889 WOODBURY (TN) |
| 3601 HIGHLAND FALLS (VLG) | 5801 HARRIMAN (VLG) |
| 3889 MINISINK (TN) | 5809 WOODBURY (VLG) |
| 3801 UNIONVILLE (VLG) | CITIES |
| 4089 MONROE (TN) | 0900 MIDDLETOWN |
| 4001 MONROE (VLG) | 1100 NEWBURGH |
| 4003 HARRIMAN (VLG) | 1300 PORT JERVIS |
| 4005 KIRYAS JOEL (VLG) | 9999 HOLD |

NO. PAGES 9 CROSS REF. _____
CERT. COPY _____ ADD'L X-REF. _____
MAP# _____ PGS. _____

PAYMENT TYPE: CHECK
CASH _____
CHARGE _____
NO FEE _____

Taxable
CONSIDERATION \$ _____
TAX EXEMPT _____
Taxable
MORTGAGE AMT: \$ 300,000

MORTGAGE TAX TYPE:
 (A) COMMERCIAL/FULL 1%
 (B) 1 OR 2 FAMILY
 (C) UNDER \$10,000
 (E) EXEMPT
 (F) 3 TO 8 UNITS
 (I) NAT.PERSON/GR. UNION
 (J) NAT.PER-CR.UN1 OR 2
 (K) CONDO

Donna L. Benson
DONNA L BENSON
ORANGE COUNTY CLERK

Received From Horizon

RECORDED/FILED
10/20/2009 11:43:33
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20090102842
MORT/BK 12914 PG 0098
SER# DA006727 MTAX 3,150.00
BASIC \$,500.00
MTA 900.00
SPECIAL 750.00
SPECIAL ASST 0.00
RECORDING FEES 85.00
Receipt#1089184 dab



MORTGAGE

THIS MORTGAGE made this 6th day of August, 2009 by LEYLAND NEWBURGH ASSOCIATES, LLC, a limited liability company organized under the laws of the State of New York, having an address of PO Box 878 (mailing address), 233 Route 17 (physical address), Tuxedo, New York 10987 (hereinafter referred to as "Mortgagor"), to

CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation an industrial development agency under the State of New York, having an office at 83 Broadway, City Hall, Newburgh, New York 12550 (hereinafter referred to as "Lender" or "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the sole owner of sixteen (16) lots situate in Newburgh, Orange County, New York, particularly described in Schedule "A" attached hereto and incorporated herein by this reference (referred to herein as the "mortgaged premises"), and

WHEREAS, the Lender has agreed to make a loan to Mortgagor in the amount of \$300,000 and Mortgagor has executed and delivered a mortgage note to Lender, dated the date hereof, in said amount (the "Note").

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

Mortgagor, in order to secure payment of both the principal and the interest payable under the Note, and any other sums payable under this Mortgage, hereby gives, grants, transfers and mortgages all of its right, title and interest in the mortgaged premises;

Together with the appurtenances and all the estate and rights of the Mortgagor in and to said mortgaged premises, and together with all fixtures and articles of personal property, now or hereafter attached to, or used in connection with, the mortgaged premises, all of which are covered by this Mortgage.

To the extent permitted by and in accordance with the applicable provisions of law, including without limitation, Article 14 of the Real Property and Actions and Proceedings Law of the State of New York ("RPAPL"), as the same may be amended from time to time, with respect to real property, Mortgagee may foreclose this mortgage under any legal method of foreclosure in existence at the time or now existing including, without limitation the statutory power of sale, as that term is defined under Article 14 RPAPL. Nothing contained herein shall require Mortgagee to proceed under a power of sale in lieu of an "action to foreclose" under Article 13 of RPAPL.

In the event of the foreclosure of this Mortgage, the Mortgagor agrees to pay to the Mortgagee reasonable attorney's fees, which attorney's fees shall be added to the principal debt in addition to the right of the Mortgagee to assess, tax and receive all disbursements, allowances, additional allowances and costs provided by law.

AND Mortgagor covenants and warrants with the Mortgagee that:

1. Mortgagor will pay the Indebtedness.
 2. Mortgagor warrants the title to the mortgaged premises and the improvements and equipment.
 3. That the Mortgagor will keep the buildings and improvements, now situated or hereafter erected on the said mortgaged premises, insured against loss by fire (to include extended coverage and such other hazards, casualties and contingencies, including flood insurance) in such amounts and for such periods as the Mortgagee may require for the benefit of the Mortgagee, including builder's risk coverage during construction; that it will pay promptly when due, any and all premiums thereon; that it will assign and deliver the policies to the Mortgagee; and that it will reimburse the Mortgagee on the Mortgagor's default in so insuring the buildings and improvements as aforesaid, or in so assigning and delivering the policies, and that the portion of this covenant relating to protection against loss other than fire, shall be interpreted as requiring of the Mortgagor and as granting to the Mortgagee all the duties, rights and privileges created and afforded as in the case of fire insurance under Section 254 of the Real Property Law of the State of New York. The policies will not contain a co-insurance clause or a minimum deductible payment by insured, unless specifically authorized by Lender in writing.
- Mortgagee shall be named mortgagee, loss payee and additional insured, as applicable, on all such policies. The proceeds of all such policies shall be the property of Mortgagee, and may be applied by Mortgagee, at Mortgagee's discretion, to reduce the debt.
4. That the Mortgagor will pay all taxes when due, including corporate franchise taxes, if applicable, assessments and/or water rates and/or sewer rates and/or any and all taxes, charges, assessments which are applicable to the use and/or occupancy and/or existence of the mortgaged premises; and in the event that the Mortgagor fails to pay same, Mortgagee may but is not obligated to pay same and the Mortgagor will on demand, pay to the Mortgagee any amounts so paid by the Mortgagee with interest from the day of payment, and the same shall be deemed to be secured by the Mortgage and shall be collectible thereupon in like manner as the principal monies.
 5. That the Mortgagor within ten (10) days upon request will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the Mortgage debt.

6. That all notices and demands or requests must be in writing and may be served in person or by certified mail.

7. That the whole of the said principal sum and interest shall become due at the option of the Mortgagee:

(a) After default in the payment of any required payment of principal or of interest beyond any applicable grace period provided in the Note; or,

(b) After default in the payment of any tax, water rate or assessment that has become due, and which has not been paid within thirty (30) days after due notice and demand by Mortgagee; or,

(c) After default after notice and demand either in assigning and delivering the policies insuring the buildings and improvements, as aforesaid, against loss by fire and by other hazards as required by covenant number 3 above, or in reimbursing the Mortgagee for premiums paid on such insurance, as hereinbefore provided; or,

(d) After default in keeping said buildings and improvements secured against loss by fire and the other hazards, as aforesaid, or if, after application by the Mortgagee to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance and other hazard insurances, as aforesaid, upon buildings and improvements situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies; or,

(e) After default upon request in furnishing a statement of the amount due on the Mortgage and whether any offsets or defenses exist against the Mortgage debt, as hereinbefore provided; or,

(f) If the Mortgagor shall voluntarily or involuntarily sell or transfer all or any part of the mortgaged premises or enter into an installment contract for the sale of the mortgaged premises, or assign the rents or any part of the rents of the mortgaged premises or mortgage or otherwise encumber all or any part of the mortgaged premises, without first obtaining the prior written consent of the Mortgagee in each and every instance and the failure of the Mortgagee to insist upon strict performance shall never be considered a waiver thereof; provided however that sales of lots and homes shall be permitted provided that the release payments hereinafter provided for are made as required hereby; or,

(g) Upon the breach by the Mortgagor of any other covenant or provision contained in this Mortgage, unless said breach is cured within thirty (30) days following notice to Mortgagor, or upon the default and failure to cure where applicable in the Note; or

(h) The placing of any additional financing subordinate to Mortgagee's lien without the express written consent of Mortgagee.

8. That the holder of this Mortgage in any action to foreclose it shall be entitled, without notice and without regard to the adequacy of any security for the debt, to the appointment

of a receiver and the receiver shall be entitled to occupational rent from the owner or occupant and may, upon the non-payment of said rent, evict the owner, or occupant, or, in the event of any default in the performance of any of the terms, covenants or agreements, herein contained, it is agreed that the Mortgagor, or any subsequent owner, if he is the occupant of said mortgaged premises, or any part hereof, shall immediately surrender possession of the mortgaged premises so occupied to the Mortgagee and if such occupant is permitted to remain in possession, the possession shall be as tenant of the Mortgagee and such occupant shall, on demand, pay monthly in advance to the Mortgagee a reasonable rental, for the space so occupied and in default thereof such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

9. If this Mortgage is foreclosed, the mortgaged premises, or any interest therein may, at the discretion of the Mortgagee, be sold in one or more parcels or in several interest or portions and in any order or manner.

10. If any law or ordinance is enacted or adopted which imposes a tax, either directly or indirectly, on the Note, the debt or this Mortgage, Mortgagor will pay such tax, with interest and penalties thereon, if any.

11. Mortgagee and its agents shall have the right to enter and inspect the mortgaged premises at all reasonable times.

12. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, the debt shall not be reduced until any award or payment therefore shall have been actually received and applied by the Mortgagee to the discharge of the debt. Mortgagee may apply any such award or payment to the discharge of the debt whether or not then due and payable. If the mortgaged premises are sold, through foreclosure or otherwise, prior to the receipt by the Mortgagee of such award or payment, mortgagee shall have the right, whether or not a deficiency judgment on the note shall have been sought, recovered or denied, to receive said award or payment, or a portion thereof sufficient to pay the debt, whichever is less.

13. If any action or proceeding be commenced (except an action to foreclose this Mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this Mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the holder of this Mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including reasonable counsel fees), shall be paid by the Mortgagor, together with interest thereon at the rate of 16% per year, and any such sum and the interest thereon shall be a lien on said mortgaged premises, prior to any right, or title to, interest in or claim upon said mortgaged premises attaching or accruing subsequent to the lien of this Mortgage, and shall be secured by this Mortgage as part of the debt evidenced by the note which it secures. In any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of

costs, disbursements and allowances shall prevail unaffected by this covenant.

14. Upon the sale of each lot identified in Schedule A, the Mortgagor shall be required to make a principal payment in the amount of \$18,750. Mortgagee shall provide a partial release from the lien of this mortgage simultaneously upon payment of the lot release payment required herein. It is understood and agreed that this Mortgage shall be subordinate to (i) a mortgage securing \$201,333.34 to Hudson Riverside Equities, LLC, which encumbers eight (8) of the lots comprising the mortgaged premises, as indicated on the attached Schedule A (the "HRE Mortgage"); and (ii) one or more mortgages securing construction financing on the mortgaged premises, provided that (A) the amounts secured by any such construction loan mortgages shall not exceed \$175,000 for each house to be constructed by Mortgagor pursuant to such financing, and (B) any lot to be encumbered by a construction loan mortgage shall be released from the lien of the HRE Mortgage; and Mortgagee agrees to execute such documents as shall reasonably be requested in order to confirm the subordination described herein.

15. The failure of Mortgagee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor shall not be relieved of Mortgagor's obligations hereunder by reason of (i) failure of Mortgagee to comply with any request of Mortgagor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the note, (ii) the release, regardless of consideration, of the whole or any part of the mortgaged premises, or (iii) any agreement or stipulation by Mortgagee extending the time of payment or otherwise modifying or supplementing the terms of the Note or this Mortgage. Mortgagee may take action to recover the debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of any other provision.

16. The provisions of Section 254 of the Real Property Law are made a part hereof as though fully set forth herein, and it is the intent of the parties hereto that the provisions which are herein contained in addition to the provisions in the statutory form of mortgage are to be construed as affording rights to the Mortgagee supplementary to, in addition to, and not exclusive of the rights conferred under the provisions contained in the statutory form of mortgage as construed under Section 254 of the Real Property Law; and no act of the Mortgagee or of any holder of this Mortgage shall be construed as an election to proceed under any one provision to the exclusion of any other provision, anything herein or otherwise to the contrary.

This Mortgage shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by the party or parties against whom enforcement of the change, modification or discharge is or may be sought.

17. All notices hereunder or under any applicable law pertaining hereto shall be in writing and shall be deemed sufficiently given or served for all purposes when delivered (i) by

personal service or courier service, and shall be deemed given on the date when signed for or, if refused, when refused by the person designated as an agent for receipt of service, or (ii) by United States certified mail, return receipt requested, postage prepaid, and shall be deemed given two (2) days after being sent, to any party hereto at the following address:

For the Mortgagor: Leyland Newburgh Associates, Inc.
233 Route 17, Third Floor - P.O. Box 878
Tuxedo, New York 10987
Attn: Howard Kaufman, Esq.

With a copy to: Robert E. Krahulik, Esq.
Bonacic, Krahulik & Associates, LLP
2 Bank Street, P.O. Box 391
Warwick, New York 10990

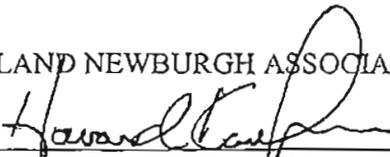
For the Mortgagee: Newburgh Industrial Development Agency
City Hall - 83 Broadway
Newburgh, New York 12550

With a copy to: Thomas Whyatt, Esq.
Oxman Tulis Kirkpatrick Whyatt & Geiger LLP
120 Bloomingdale Road, Suite 100
White Plains, New York 10605

For purposes hereof, notices may be given by the parties hereto or by their attorneys identified above.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Mortgagors.

LEYLAND NEWBURGH ASSOCIATES, LLC

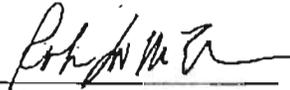
BY: 
HOWARD KAUFMAN, Manager

STATE OF NEW YORK:

:SS:

COUNTY OF ORANGE:

On this 8th day of Aug., 2009, before me the undersigned, a Notary Public in and for said State, personally appeared HOWARD KAUFMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ROBERT D. McEACHERN
Notary Public, State of New York
No. 01MC744539
Qualified in Orange County
Commission Expires Nov. 30, 2009

SCHEDULE A

All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as Lots 1, 2, 3, 4, 5, 8 thru 16, 19 and 20 on a certain subdivision map made by Heritage Land Surveying, P.C. entitled "Lands of Habitat for Humanity of Greater Newburgh, Inc." filed in the Orange County Clerk's Office 12/1/08 as Map #736-08.

~~Premises will be improved by one or two family dwellings only.~~

Premises are not improved by a single family structure with less than six residential units.

RESOLUTION NO.: 49 - 2011

OF

FEBRUARY 28, 2011

**RESOLUTION AMENDING RESOLUTION NO: 264-2010,
THE AMENDED 2011 BUDGET FOR THE CITY OF NEWBURGH, NEW
YORK TO TRANSFER \$3,000.00 FROM CONTINGENCY TO
INFORMATION SYSTEMS TO PURCHASE EQUIPMENT AND SUPPLIES
NEEDED TO EXPAND NETWORK CAPACITY IN ANTICIPATION OF
STAFF RELOCATION FROM 123 GRAND STREET TO CITY HALL**

BE IT RESOLVED, that Resolution No: 264-2010, the 2011 Amended Budget of the City of Newburgh, is hereby amended as follows:

<u>Increase</u>		<u>Decrease</u>
Special Items		
Contingency A.1900	.1990	\$ 3,000
Information Systems		
Office Equipment A.1680.0201		\$ 3,000

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

PUBLIC COMMENTS

Denise Ribble, City of Newburgh said that with the upcoming roundtable there have been requests for financial comparisons for the sanitation project and a side by side for the payment of delinquent taxes and what the outcome would be. There was a request last week to see out of the money that was expected to be collected in the first installment of taxes how much was actually collected. She was hoping that perhaps at the roundtable or at the Work Session after that there could be a presentation about some of these things so we can see where we are in terms of the Fiscal Recovery Act. Last year there was a listing with all of the grants with their amounts and status and wonders if there could be a presentation on that as well.

Mayor Valentine said that he thinks the other thing that should be available before they meet on the 9th is any other idea that has been brought up beforehand. If that information is available then we could move on to other things. There was a comment on restructuring some of our loans to get different interest rates at a previous meeting and he thinks it is things like this that need to come out. He added that at the Albany meetings today there were five or six ideas that other communities have done and they are being digested. All of this information should be available to the public before that meeting.

MaryAnn Prokosch, City of Newburgh said that she didn't see it on the agenda for tonight but there was a property that was looking for special parking and there are a lot of issues with that property

Mayor Valentine said that they are looking into that.

Barbara Smith, City of Newburgh said that on January 26th she paid her city tax and water bill and asked why her check has not yet cleared. Are we hoarding money somewhere? She has to deal with business on a monthly basis and she would like to know why these checks are not clearing and if they are being held, why? Could it have been her fault because in that one check she paid both her property taxes and water? Can we combine checks or should they be separate?

Cheryl A. Gross, City Comptroller, told Ms. Smith that it was not her fault. Because of the predicament that we are in we have to first meet the State's obligations. We also have an issue with Key Bank because they will only accept stacks of fifty checks at a time, which is crazy.

Mayor Valentine noted that this is not our decision. That is the bank that the State told us to use which is part of the deficit financing. We didn't have a choice to choose a bank.

Barbara Smith asked if we are losing something here with interest. They need to see that things are deposited in a more timely fashion.

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

COUNCIL COMMENTS

Councilwoman Angelo announced that they will have a joint Memorial Day Parade committee and they are having a special meeting on March 7th for anyone who wishes to participate. She also has applications available if anyone is interested. She and Councilman Dillard went to Federal Street today to see the Youth Build building that was done by students with Habitat and Local 17. Also, at the Library on Wednesday, March 16th they will be holding a grant workshop for non-profit and Faith based organizations. She added that this was another great meeting and this is the way it should be.

Councilwoman Bell said that for her seeing our young people come in and doing the dance and drumming is outstanding. The essays from the Martin Luther King's "Celebrating the Dream" contest were also outstanding but one of them exemplified for her what is the bright part of that future because in a few days she is going to be sixty-two years old. When she looks up and down the table she sees an aging group so she would like to see our young people engaged in this legislative process because they have some good ideas, energy and inspiration. She thinks that our city could benefit from some of these youthful ideas and enthusiasm. She would like to see if we could have a group of youth legislators training internship program. Let them see how the government works so that they can be ready to step forward. She told everyone to have a wonderful couple of weeks and thanked them for coming.

Councilwoman Bello thanked everyone for coming out tonight.

Councilwoman Dillard thanked everyone for coming tonight and said that he received a letter from Deidre Glenn which says that if the city does not respond by Wednesday then there will be two hundred kids with no place to play their games.

Cheryl A. Gross, City Comptroller said that the issue with the Armory Board is that they don't want to put any more liability onto the city so they are getting certificates of liability right now from anyone who is using the building.

Bernis Nelson, Corporation Counsel, said that she has written an extensive memorandum to the City Manager explaining certain issues and the City Council discussed this last week in Executive Session so they are aware of these issues. She will leave it to the City Manager to handle tomorrow.

Councilman Dillard added that last week he received a call from a participant's mother and some of the mentors would be devastated if we can't work this out.

Bernis Nelson, Corporation Counsel said that the language, as they know, was agreed to by all parties and it is her understanding that the city still stands behind that language. We have been working repeatedly over the last couple of weeks.

Mayor Valentine said that this is very complex. We have an entity that is running things on city property which is when liability is an issue. In answer to the young people getting involved in government, we had two years ago a summer program through a grant where young people were learning about running for office, getting involved in government and running meetings. It is very important because they are interested in getting involved in how you run for office and that is the time to get involved in the process. It is exciting to see the young people getting involved because they are the future.

Councilwoman Angelo added that Joy Pittman is working with the children at the Activity Center and we are going to have a band. They are practicing every day.

Mayor Valentine said that at one of the Youth Day Parades they had kids from other cities coming in with their own Fife and Drum and someone asked why we don't have one so now Joy is putting that together.

There being no further business to come before the Council the meeting adjourned at 8:15 p.m.

LORENE VITEK
CITY CLERK

