

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 9, 2012 at 7:00 P.M. at the City of Newburgh Activity Center, 401 Washington Street, Newburgh, NY.

The Prayer was led by Pastor Brock followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Angelo, Councilman Brown (arrived late at 7:10 P.M.), Councilman Dillard, Councilwoman Lee - 5

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the March 9, 2012 Emergency meeting, the March 22, 2012 Work Session, the March 26, 2012 Special Executive Session meeting and the March 26, 2012 City Council meeting be approved.

Ayes - Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 4

(Councilman Brown arrived late - not present for vote)

CARRIED

COMMUNICATIONS

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

Ayes - Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 4

(Councilman Brown arrived late - not present for vote)

CARRIED

Mayor Kennedy noted that she and Brenda McPhail attended the National Forum on preventing youth violence last week and she brought home several great ideas and formats for work with community oriented policing and for starting the community dialogue. This was not an open forum. It was by invitation only and six major cities were invited. It was attended by about four Secretaries of the Cabinet and we had the Department of Justice there as well as leaders from all around the Country addressing this issue. She told the audience that they will be hearing from this Council and from her as soon as they set up meetings to begin a process of working through some of the things that we are now trying to help this community come together on. She wants everyone to know that they are doing something and not just waiting for something to happen.

City of Newburgh

Proclamation

April 9, 2012

The young people of the City of Newburgh are tomorrow's leaders; and many of them need professional youth services to help them reach their full potential.

Boys & Girls Clubs are places where great futures start, and are at the forefront of efforts to help youth achieve academic success, healthy lifestyles, and good character and citizenship.

The Boys & Girls Club of Newburgh, N.Y. will celebrate National Boys & Girls Club Week this year along with other clubs and thousands of young people nationwide;

NOW, THEREFORE, I, Judith L. Kennedy, Mayor, do hereby proclaim April 15-21, 2012 as Boys & Girls Club Week in the City of Newburgh; and

I call on all residents to join with me in recognizing and commending the Boys & Girls Club organizations in our state for providing comprehensive, effective services to our young people.

Judith L. Kennedy
Mayor, City of Newburgh

PUBLIC HEARING

Mayor Kennedy called a public hearing that was advertised for this meeting to receive public comment concerning a Local Law amending Chapter 270 "Taxation", Article III, "Collection of Delinquent Taxes" of the Code of the City of Newburgh providing for the installment payment of eligible delinquent taxes and a local law amending City Charter Section C8.45 entitled "Interest Rate on Liens for Delinquent Taxes, Water and Sewer Charges and Sanitation Fees".

Janet Gianopoulos, City of Newburgh, asked what projected economic impacts will this change have on the Budget.

Mayor Kennedy said that this allows us to take partial payments which we couldn't do before.

City Manager, Richard Herbek, said that the overall economic impact would be very difficult at this point to calculate because we don't know how many taxpayers will ultimately take advantage this. We will have a better idea going forward and it will probably take about a year to find out. This will allow four payments to be made in installments which is a bit different than what we have had in the past.

There being no further comments, this public hearing was closed.

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Barbara Smith, Powell Avenue, said in regard to resolution #52-2012 that she has looked for every bit of information that she can find to justify the extension of this expense to pay to an administrator for something that she doesn't even know that they have put into effect or how many people have benefitted from this particular program. A few meetings ago we sat here talking about how to get our children into a summer program to learn how to swim and the argument was that we didn't have enough money. If we can find enough money to extend this particular item to an individual so that she can remain employed, then why can't we take this money and extend it to our children so that they can have a decent summer and their parents will not have to worry about spending money to teach them how to swim. It is very unfortunate that we can find money for miscellaneous administrative ideas but we cannot find money in order to benefit the things that we talk about so vehemently such as how we are going to help our children.

Janet Gianopoulos, City of Newburgh, said that resolution #52-2012 represents a 50% overrun in the cost. As Ms. Smith said, they haven't seen anything yet so she thinks it would be good to clarify why we are doing this. She saw paperwork available on the back table tonight about Job Corps and she wonders why we are not sending people to concrete opportunities like that.

Sheila Monk, City of Newburgh, asked the Council to clarify resolution #52-2012 and to table it until they receive more information.

Brenda McPhail, City of Newburgh, said that resolution #52-2012 talks about Newburgh Builds Newburgh and the people that are going to build Newburgh are the people that live here. She said that the problem here is that we have groups of people who all want to be heroes. It takes a village to raise a child and if someone older tells a child to do something they need to be quiet and listen. Another problem is that we have babies raising babies and we have to stop this cycle. People have to stop complaining and we have to all get together and build Newburgh.

Timothy Hayes-el, City of Newburgh, said in regard to resolution #52-2012 that before we can build Newburgh we need to learn how to work and obtain certain skills. We need a program to send our youth to for training courses so that they will know how to build Newburgh. This won't just happen over night.

Usef Belford, City of Newburgh, said that he thinks everyone has a misconception about Newburgh Builds Newburgh. It is supposed to be about organizations like Best Resources, NCAC and the Boys & Girls Club all under one umbrella. Everyone is getting funded from different places but the funds should be under one umbrella so that the money can be monitored properly. We have no unity which is why we want Newburgh Builds Newburgh to bring some unity. Job training and education are part of Newburgh Builds Newburgh so let's sit down at the table and understand what this is about because it is about all of us.

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

COUNCIL COMMENTS REGARDING AGENDA ITEMS

Councilwoman Angelo said that she is going to vote yes on resolution #52-2012 but we need more paperwork on what was done and what happened. Did they find jobs for people? Are they trying to train people? This is what we need to know. It is \$15,000.00, which is not such a large amount of money so some of us are going to vote in favor of this but we need more paperwork. We need a report on what they are doing with these organizations. The kids need help. Summer is coming and we don't have jobs available for them.

Councilman Brown said that on resolution #52-2012 we entered into a contract with W.D.I. back in October of last year. Part of that contract stated that they would complete Phase I at a cost of \$30,000.00 to the City. In his opinion he doesn't believe that we should be adding additional money to pay for Phase I because we have to look forward to Phase II which will be a cost to the City. He thinks that the responsible vote would be to vote no for this extension only because we held up to our agreement. We paid the \$30,000.00 and we have nothing to show for it so to extend it at additional cost would not be advantageous for the City. His vote will be no.

Councilman Dillard said that based on the concept of resolution #52-2012 he will vote to table this issue until they get further information as he did with the YMCA. He said that he is following the dollar so basically he would encourage this program to come back to the Council and market their program within the community so that they can get a better understanding and clarification of their goals. He will vote to table.

Councilwoman Lee said in regard to resolution #52-2012 that she understood it to be assessment and development so she didn't really have any expectation that they would be able to move forward and produce jobs. She thought that it was like Mr. Belford said that they were forming this umbrella and getting a sense of how many not-for-profits are out there and what services they provide. She thought that they were still in the assessment phase and in that way she agrees that they do deserve an extension and she would be willing to extend it.

Mayor Kennedy said that as she is looking at this resolution Phase I was an assessment period. They are supposed to be assessing all of the various groups that are doing workforce development and finding out information. She would say that we have a 50% increase over what the original amount was, which was \$30,000.00. This is a 50% override which is a lot so she is very reluctant to vote yes on this and would probably agree to table. She also believes that we need to have an overall assessment and to understand who is

providing what services because it is very disconnected and very disjointed in this City. People do not know where to go. She is not certain that W.D.I. is going to provide the solution that we are looking for so she needs to do some more investigating on that.

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

CITY MANAGER'S REPORT

City Manager, Richard Herbek, said that about a week or so ago they met with their external auditors at a special meeting to find out how 2011 came out since it was just recently completed. What was reported to the City Council is that we received 39,442,760.00 in revenues and we had expenditures of \$36,949,116.00. The excess of revenues over expenditures was 2,493,644.00 but there are certain transfers out for things like insurance and other things that needed to be provided for. After those things are considered the net change in fund balance for 2011 was 1,184,616.00. When you look at the past couple of years he thinks that is a pretty good report for the City. He said that copies of the report could be provided to any reporters that would like a copy even though it is still preliminary and not the final report. He feels that we are heading in the right direction financially.

LOCAL LAW NO.: 1 - 2012

OF

APRIL 9, 2012

**A LOCAL LAW AMENDING CHAPTER 270 "TAXATION"
ARTICLE III "COLLECTION OF DELINQUENT TAXES"
OF THE CODE OF THE CITY OF NEWBURGH PROVIDING FOR
THE INSTALLMENT PAYMENT OF ELIGIBLE DELINQUENT TAXES**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 270, 'Taxation', Article III entitled 'Collection of Delinquent Taxes' of the Code of the City of Newburgh to Provide for the Installment Payment of Eligible Delinquent Taxes".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to allow installment payment of eligible delinquent taxes pursuant to Section 1184 of the New York State Real Property Tax Law.

SECTION 3 - AMENDMENT

Chapter 270 entitled "Taxation" of the Code of the City of Newburgh is hereby amended by the additional subsections of Article III entitled "Collection of Delinquent Taxes" providing for the Installment Payment of Eligible Delinquent Taxes to read as follows:

"ARTICLE III

Collection of Delinquent Taxes

§270-23.1 Purpose.

This local law is enacted to allow installment payments of eligible delinquent taxes pursuant to Section 1184 of the Real Property Tax Law of the

State of New York. Such installment payment of eligible delinquent taxes shall be made available to each eligible owner on a uniform basis pursuant to the provisions of Section 1184 of the Real Property Tax Law and those terms and conditions contained in this Article.

§270-23.2 Definitions.

As used in this article, the following terms shall have the meanings indicated:

ELIGIBLE DELINQUENT TAXES - the delinquent taxes, including interest, penalties and other charges, which have accrued against a parcel as of the date on which an installment agreement is executed.

ELIGIBLE OWNER - an owner of real property who is eligible to or has entered into an installment agreement.

INSTALLMENT AGREEMENT - a written agreement between an eligible owner and the enforcing officer providing for the payment of eligible delinquent taxes in installments pursuant to the provisions of Section 1184 of the Real Property Tax Law and this article.

§270-23.3 Authorization.

The Director of Finance, the enforcing officer of the City of Newburgh, is authorized to enter into an installment agreement providing for the payment of eligible delinquent taxes in installments with property owners. Such installment payment of eligible delinquent taxes shall be made available to each eligible owner on a uniform basis pursuant to the provisions of the New York State Real Property Tax Law and this article. Such installment payments of eligible delinquent taxes shall commence upon the signing of an agreement with the enforcing officer and eligible owner. The agreement shall be kept on file in the office of the Director of Finance and copies of each agreement shall be provided to the Corporation Counsel.

§270-23.4 Terms.

In addition to the requirements contained in Section 1184 of the Real Property Tax Law, the installment agreement between the Director of Finance and the eligible owner shall include the following terms:

- A. The maximum term of the installment agreement shall be 24 months.
- B. The payment schedule shall be monthly, quarterly or semi-annually.

C. The required initial down payment shall be no less than ten (10%) percent but shall not exceed twenty-five (25%) percent of the eligible delinquent taxes.

D. Eligible properties shall include all properties within the City of Newburgh.

§270-23.5 Eligibility.

A. A property owner shall not be eligible to enter into an agreement pursuant to this article where:

1. There is a delinquent tax lien on the same property for which the application is made or on another property owned by such person and such delinquent tax lien is not eligible to be made part of the agreement pursuant to this section;
2. Such person is the owner of another parcel within the City on which there is a delinquent tax lien, unless such delinquent tax lien is eligible to be and is made part of the agreement pursuant to this article;
3. Such person was the owner of property on which there existed a delinquent tax lien and which lien was foreclosed within three years of the date on which an application is made to execute and agreement pursuant to this article;
4. Such person defaulted on an agreement executed pursuant to this article within three years of the date on which an application is made to execute an agreement pursuant to this article.

B. A property owner shall be eligible to enter into an agreement pursuant to this article no earlier than the date the list of delinquent taxes is filed with the County Clerk

§270-23.6 Amount due; payments.

The amount due under an installment agreement shall be the eligible delinquent taxes plus the interest that is to accrue on each installment payment up to and including the date on which each payment is to be made. The agreement shall provide that the amount due shall be paid, as nearly as possible, in equal

amounts on each payment due date. Each installment payment shall be due on the last day of the month in which it is to be paid.

§ 270-23.7. Interest and penalties.

Interest on the total amount of eligible delinquent taxes, less the amount of the down payment made by the eligible owner, shall be as provided by City Charter Section C8.45. The rate of interest in effect on the date the agreement is signed shall remain constant during the period of the agreement. If an installment is not paid on or before the date it is due, interest shall be added at the applicable rate for each month or portion thereof until paid. In addition, if an installment is not paid by the end for the fifteenth (15th) calendar day after the payment due date, a late charge of five (5%) percent of the overdue payment shall be added.

§ 270.23.8. Default.

A. The eligible owner shall be deemed to be in default of the agreement upon:

1. Non-payment of any installment within thirty (30) days from the payment due date;
2. Non-payment of any tax, special ad valorem levy or special assessment which is levied subsequent to the signing of the agreement by the tax district, and which is not paid prior to the expiration of the warrant of the collecting officer; or
3. Default of the eligible owner on another agreement made and executed pursuant to this section.

B. In the event of a default, the City shall have the right to require the entire unpaid balance, with interest and late charges, to be paid in full. The City shall also have the right to enforce the collection of the delinquent tax lien pursuant to the applicable sections law, special tax act, charter or local law.

C. Where an eligible owner is in default and the City does not either require the eligible owner to pay in full the balance of the delinquent taxes or elect to institute foreclosure proceedings, the City shall not be deemed to have waived the right to do so.

§ 270.23.9 Notification of potential eligible owners.

A. Within forty-five (45) days after the list of delinquent taxes is filed with the Orange County Clerk, or as soon thereafter as practicable, the enforcing officer shall notify, by first class mail, all potential eligible owners of the possible eligibility to make installment payments on such tax delinquencies. The enforcing officer shall add One (\$1.00) Dollar to the amount of the tax lien for such mailing.

B. The failure to mail any such notice, or the failure of the addressee to receive the same, shall not in any way affect the validity of taxes or interest prescribed by law with respect thereto.

C. The enforcing officer shall not be required to notify the eligible owner when an installment is due.

§ 270.23.10 Effect on Tax Lien.

The provisions of this article shall not affect the tax lien against the property, except that the lien shall be reduced by the payments made under an installment agreement, and that the lien shall not be foreclosed during the period of installment payments, provided that such installment payments are not in default.

§ 270.23.11 Title Searches.

Pursuant to Section 1102(1)(e) of the Real Property Tax Law, a charge of One Hundred Fifty (\$150.00) Dollars per parcel shall be imposed for the reasonable and necessary costs of title searches required or authorized to satisfy the notice requirements of the Real Property Tax Law.

SECTION 4 - VALIDITY

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

SECTION 5 - EFFECTIVE DATE

This Local Law and shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Councilwoman Angelo moved and Councilwoman Lee seconded that the Local Law be enacted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ENACTED

LOCAL LAW NO.: 2 - 2012

OF

APRIL 9, 2012

**A LOCAL LAW AMENDING CITY CHARTER SECTION C8.45 ENTITLED
“INTEREST RATE ON LIENS FOR DELINQUENT TAXES,
WATER AND SEWER CHARGES AND SANITATION FEES”
OF THE CODE OF THE CITY OF NEWBURGH**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Charter Section C8.45 entitled “Interest Rate on Liens for Delinquent Taxes, Water and Sewer Charges and Sanitation Fees” of the Code of the City of Newburgh”.

SECTION 2 - AMENDMENT

City Charter Section C8.45 entitled “Interest Rate on Liens for Delinquent Taxes, Water and Sewer Charges and Sanitation Fees” of the Code of the City of Newburgh is hereby amended to read as follows:

§ C8.45. Interest rate on liens for delinquent taxes, water and sewer charges and sanitation fees.

All delinquent taxes, water and sewer charges and sanitation fees, include on a list of delinquent taxes prepared in accordance with Real Property Tax Law, Article 11, Title 3, shall bear interest at the rate of ~~25~~20% per annum from the time of the recording of the list of delinquent taxes with the Clerk of the County of Orange, pursuant to the Real Property Tax Law of the State of New York, Article 11, Title 3.

SECTION 3 - VALIDITY

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

SECTION 4 - EFFECTIVE DATE

This Local Law and shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law and shall apply to all taxes, water and sewer charges and sanitation fees which become a lien on or after January 1, 2013.

Councilwoman Angelo moved and Councilwoman Lee seconded that the Local Law be enacted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ENACTED

RESOLUTION NO.: 49 - 2012

OF

APRIL 9, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT OFFERED BY THE
ORANGE COUNTY YOUTH BUREAU FOR THE 2012 TEEN SOLUTIONS
GRANT IN AN AMOUNT NOT TO EXCEED \$21,290.00 WITH NO
MATCHING FUNDS**

WHEREAS, the Orange County Youth Bureau is offering funding through the 2012 Teen Solutions Grant; and

WHEREAS, the funding is designed to increase services, opportunities, and supports to youth in evenings and weekends during non-school hours primarily in the summer to help reduce crime and other at-risk behavior; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded said funding in the amount of \$21,290.00; and

WHEREAS, such application will require no City match; and

WHEREAS, this Council has determined that making such application is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded on behalf of the City a Grant from the Orange County Youth Bureau for the 2012 Teen Solutions in an amount not to exceed \$21,290.00 with no matching funds.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 50 - 2012

OF

APRIL 9, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN ACCESS AGREEMENT WITH
CENTRAL HUDSON GAS AND ELECTRIC CORPORATION
AND THEIR CONTRACTED AGENTS TO ALLOW THEM ACCESS
TO CITY OWNED PROPERTY IN CONNECTION WITH THE
INVESTIGATION AND ENVIRONMENTAL CLEAN-UP OF THE
MANUFACTURED GAS PLANT IN THE VICINITY OF RENWICK STREET
IN THE CITY OF NEWBURGH**

WHEREAS, the New York State Department of Environmental Conservation ("NYSDEC") issued a Record of Decision ("ROD") in December 2005, for Site No. 3-36-042 which, among other things, chose a remedial alternative for the Site, required CHG&E to construct the chosen remediation alternative and monitor the remediation following construction; and

WHEREAS, the remedial construction has been completed and CHG&E and its designated representatives are now performing various post-remediation monitoring activities; and

WHEREAS, the post-remediation monitoring activities require CHG&E and its designated representatives to access portions of the Project Area (as that term is defined in the ROD) that are owned or controlled by the City, including a sewage treatment plant located at 2 Renwick Street (the "STP") which is operated by the City of Newburgh under contract with Severn Trent Environmental Services ("the STP Operator"), portions of Renwick Street, and a portion of the shoreline and the Hudson River located in the Project Area (collectively referred to as "the City Properties"); and

WHEREAS, CHG&E wishes to continue to access the City Properties in order to comply with its obligations under the ROD and the final NYSDEC-approved Site Management Plan (which is currently in draft form), and the City agrees to provide access to CHG&E and its designated representatives to certain portions of the Project Area that the City owns or controls, subject to the conditions provided within the attached agreement, to allow CHG&E to perform its continuing obligations; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into the same is 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 an access agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas and Electric Corporation and their contracted agents to allow them access to City owned property in connection with the investigation and environmental clean-up of the Manufactured Gas Plant in the vicinity of Renwick Street in the City of Newburgh.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

ACCESS AGREEMENT

This Agreement is made as of the ____ day of _____, 2012, by and between The City of Newburgh (the "City"), a New York State municipal corporation having offices at 83 Broadway, Newburgh, New York 12550, and Central Hudson Gas & Electric Corporation ("CHG&E"), a corporation organized and existing under the laws of the State of New York, having offices at 284 South Avenue, Poughkeepsie, New York 12601-4879.

WITNESSETH:

WHEREAS, the New York State Department of Environmental Conservation ("NYSDEC") issued a Record of Decision ("ROD") in December 2005, for Site No. 3-36-042 which, among other things, chose a remedial alternative for the Site, required CHG&E to construct the chosen remediation alternative and monitor the remediation following construction; and

WHEREAS, the remedial construction has been completed and CHG&E and its designated representatives are now performing various post-remediation monitoring activities; and

WHEREAS, the post-remediation monitoring activities require CHG&E and its designated representatives to access portions of the Project Area (as that term is defined in the ROD) that are owned or controlled by the City, including a sewage treatment plant located at 2 Renwick Street (the "STP") which is operated by the City of Newburgh under contract with Severn Trent Environmental Services ("the STP Operator"), portions of Renwick Street, and a portion of the shoreline and the Hudson River located in the Project Area (collectively referred to as "the City Properties"); and

WHEREAS, CHG&E wishes to continue to access the City Properties in order to comply with its obligations under the ROD and the final NYSDEC-approved Site Management Plan (which is currently in draft form), and the City agrees to provide access to CHG&E and its designated representatives to certain portions of the Project Area that the City owns or controls, subject to the conditions provided below, to allow CHG&E to perform its continuing obligations;

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, CHG&E and the City agree as follows:

1. CHG&E, or its designated representatives, will notify the STP Operator contact (as listed below in paragraph 10) with advance notice of a need to access the City Properties for "non-routine" events that will include:
 - a. the date, expected time and approximate duration of the requested access;
 - b. the reason(s) for the requested access;
 - c. the person(s) who will be visiting and their affiliation; and
 - d. the expected general location on the City Properties of the requested access.

(the "Advance Notice"). The Advance Notice will be provided to the STP Operator contact at least one (1) month prior to any planned visits to the City Properties, and may be communicated by e-mail, telephone or US mail. Any significant deviation or change to the Advance Notice will be

communicated by telephone to the STP Operator contact no less than 24 hours before the expected deviation or change. No deviation or change to the Advance Notice will be permitted unless agreed to by the STP Operator contact. Advance Notice is not required for “routine” events, such as sampling monitoring wells, removing waste material drums for disposal, or other activities that may be considered to be “routine” in nature and that have been ongoing with the knowledge and approval of the STP Operator, and that are expected to continue on a recurring basis in the future. As a courtesy, contact will be made to the STP Operator if there is a change in the frequency (*i.e.* bi-weekly to weekly sampling) associated with such “routine” events in the future.

2. If the STP Operator cannot permit CHG&E access to the City Properties on any day(s) or time(s) contained in the Advance Notice, the STP Operator will notify the CHG&E contact listed below in paragraph 10 no later than ten (10) calendar days prior to the requested access by e-mail, telephone or U.S. mail, unless the notification is caused by an emergency situation or unanticipated event; then such notification will occur as soon as reasonably possible. When so notifying CHG&E that an access date and time cannot occur, CHG&E and the STP Operator agree to reschedule the requested access on a date and at a time as close to the date and time contained in the Advance Notice as reasonably possible and convenient to the STP Operator and CHG&E.

3. Any access to the City Properties by CHG&E and its designated representatives will generally occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The City, STP Operator or representatives of the City or STP Operator retain the authority to observe any activities performed by CHG&E and its designated representatives during its access to the City Properties, and all such observers will abide by all applicable health and safety requirements provided to them by CHG&E or its designated representatives.
4. Nothing in this Agreement shall preclude CHG&E and its designated representatives from accessing the City Properties during an emergency or unanticipated event that requires immediate access. In such a situation, CHG&E and its designated representatives shall provide notice to the STP Operator as soon as possible under the circumstances.
5. When accessing City Properties, CHG&E and its designated representatives will comply with applicable City and STP Operator worker safety and other requirements.
6. CHG&E will be responsible for properly handling and disposing of all materials it generates on or from the City Properties, including but not limited to any contaminated soils, sediments or liquids, and the City will have no liability regarding these materials.
7. CHG&E agrees to indemnify and hold harmless the City from any and all claims, damages, suits, actions, proceedings, losses and expenses (collectively, referred to as "claims") which may be incurred or awarded

against the City or its designated representative arising from the access granted to CHG&E and its designated representatives. Said indemnification includes all costs of defense of any action brought against the City or its designated representative. CHG&E may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by CHG&E, it will submit the proposed settlement to the City for its concurrence. CHG&E agrees to provide all litigation papers to the City. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the City or its designated representative or any claim unrelated to the access granted to CHG&E and its designated representatives.

8. The indemnification obligations contained in the above paragraph shall survive this Agreement for a period of 7 (seven) years after this Agreement terminates.
9. Notwithstanding anything to the contrary in this Agreement, the City and CHG&E agree to attempt to resolve promptly any disputes or material breaches that arise under this Agreement, and to submit any disputes that are not resolved promptly to dispute resolution, which shall mean submitting the dispute to a neutral third party mediator or arbitrator, as mutually agreed upon by the City and CHG&E. In addition, following dispute resolution, the City and CHG&E reserve whatever rights they may have in law and equity to seek relief in a court of competent jurisdiction in

the event that an alleged material breach of any provision of this Agreement results in damages and/or indirect costs to either party.

10. The CHG&E contact shall be:

Mr. Mark McLean
Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601-4879
Telephone: (845) 486-5461
mmclean@cenhud.com

The Owner City contact shall be:

Craig M. Marti, P.E.
City Engineer
The City of Newburgh
83 Broadway
Newburgh, New York 12550
Telephone: (845) 569-7446

The STP Operator contact shall be:

Mr. Joseph Sagnis
Area Manager
Severn Trent Environmental Services
2 Renwick Street
Newburgh, New York 12550
Telephone: (845) 565-6182
jsagnis@stes.com

Any changes to these contact people, telephone numbers or e-mail addresses by CHGE, or the STP Operator shall be provided to the other as soon as practicable.

11. This Access Agreement shall become effective upon execution by the authorized representatives of the City and CHG&E.
12. This Agreement shall terminate upon written notice by either party to the other stating the reason or reasons for termination and providing no less than 1 month advance notice of said termination. A notice of termination by the City shall be subject to dispute resolution as provided in paragraph 9, above should CHG&E wish to invoke dispute resolution.

City of Newburgh

Central Hudson Gas &
Electric Corporation

By:

By:

Date:_____

Date:_____

RESOLUTION NO.: 51 - 2012

OF

APRIL 9, 2012

**A RESOLUTION IN SUPPORT OF AN APPLICATION BEING
SUBMITTED BY THE CITY OF PEEKSKILL FOR A
LOCAL GOVERNMENT EFFICIENCY GRANT SUPPORTING THE
SHARED REDEVELOPMENT SERVICES PROGRAM OF THE
MAYORS REDEVELOPMENT ROUNDTABLE**

WHEREAS, the City of Newburgh and its redevelopment staff and corporation counsel have been participating in the Mayors' Redevelopment Roundtable ("Roundtable") for four years to develop strategies for making the participating cities redevelopment-ready in order to increase its tax base and to stimulate sustainable economic development; and

WHEREAS, the Mayors' Redevelopment Roundtable creates a vehicle for and implements a program for sharing expert development staff and professional services among the cities participating, the staff of the Land Use Law Center, and experts on the strategies being developed; and

WHEREAS, this shared services approach to developing redevelopment strategies realized significant cost benefits through the essential services provided and the addition of development attracted by the strategies to the tax base; and

WHEREAS, the Roundtable has been effective in working with the Mid-Hudson Regional Economic Development Council to create an urban redevelopment policy in its five year strategy so that projects for state funding from Roundtable communities are as competitive as possible; and

WHEREAS, the City of Newburgh benefits from the redevelopment strategies developed through the Roundtable, through the urban policy adopted, and by participating and indicates that the City is cooperating in a regional redevelopment strategy in furtherance of several state policies; and

WHEREAS, the cooperation of the nine communities in the Roundtable is memorialized by a Memorandum of Agreement signed by each of the mayors of

the cooperating communities, constituting an inter-municipal agreement to cooperate in developing redevelopment strategies that respond to the critical issues faced by Roundtable communities; and

WHEREAS, the City of Peekskill has agreed to submit a grant to the State of New York under the Local Government Efficiency Grant Program for a two-year \$200,000 grant to continue the shared services initiative of the Roundtable and to act as the fiscal agent for the Roundtable in administering the grant on behalf of the participating cities which include Yonkers, Mt. Vernon, New Rochelle, White Plains, Port Chester (a village), Beacon, Poughkeepsie, and Newburgh; and

WHEREAS, the Grant requires a 10 percent local share, which can be contributed by any of the cooperating communities in the Roundtable through any projects that it funds that are part of the Shared Redevelopment Services Program: representing an average yearly local commitment of approximately \$1,000 per Roundtable community;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Peekskill, through Mayor Mary Foster is authorized on behalf of the City of Newburgh to submit an application for \$180,000, two year grant for the \$200,000 Shared Redevelopment Services Program of the Mayors' Redevelopment Council, be a co-applicant and to execute all financial and administrative processes related to the implementation of the program; and

BE IT FURTHER RESOLVED, that this City Council supports this Shared Development Services initiative and pledges, if needed, to provide its share of the required \$20,000 local share required, an average of \$1,120 per year, in conjunction with the other co-applicants: the cities of Beacon, Mount Vernon, Peekskill, New Rochelle, Poughkeepsie, Yonkers, White Plains, and the village of Port Chester;

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 52 - 2012

OF

APRIL 9, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND CONTRACT EXTENSION WITH WORKFORCE DEVELOPMENT INSTITUTE TO PROVIDE SERVICES IN CONNECTION WITH NEWBURGH BUILDS NEWBURGH PROGRAMS TO SERVE LOW INCOME FAMILIES AND PERSONS WITH IDENTIFIED BARRIERS TO EMPLOYMENT AT AN ADDITIONAL COST TO THE CITY OF \$14,350.00

WHEREAS, the City Council has by Resolution No. 185-2011 of September 12, 2011 authorized contract with Workforce Development Institute ("WDI") to provide services in connection with Newburgh Builds Newburgh Programs to serve low income families and persons with identified barriers to employment; and

WHEREAS, the City Council has by Resolution No. 18-2012 of February 14, 2012 authorized an extension of the contract with WDI for such services effective through April 30, 2012 at no extra cost to the City of Newburgh; and

WHEREAS, WDI has requested a second extension to complete the work of the contract until July 31, 2012; and

WHEREAS, the extension of such services through July 31, 2012 will be at an additional cost to the City of Newburgh of \$14,350.00; and

WHEREAS, this Council has determined that extending such an agreement is in the best interests of the City of Newburgh and its residents and citizens alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a second extension of a contract with Workforce Development Institute to provide services in connection with Newburgh Builds Newburgh Programs to serve low income families and persons with identified barriers to employment at an additional cost to the City of \$14,350.00.

Councilwoman Lee asked if we table this can we have it back on the agenda by the next Work Session so that they can come in to talk to us?

City Manager, Richard Herbek, said that the next Work Session is on the 19th of April and this agreement ends at the end of this month. They were headed in the direction of providing a report, however, they still need a number of groups to meet with. We could see where she is on the 19th and ask for a more extensive report but this was just initial survey work. There are so many agencies that are out there and everyone seems to be doing their own thing. The whole idea here is to coordinate and try to come up with an overall plan so that people who are looking for jobs or for educational opportunities would know where to go to get those things. That was the goal and this actually dates back a few years now. There was a much more extensive proposal involving hundreds of thousands of dollars but the City finally got to the point where we found an agency in Albany that could provide us with this kind of help. It seemed like the best solution at the time but we certainly want the Council and the community to have complete information. This was meant to be helpful to people that need educational and training opportunities. There are a lot of agencies that do different things and this was designed to try to come up with an overall strategy so that we are not dealing with lots of individual agencies doing their own thing. He said that he is not trying to sell it he is trying to explain it.

Councilman Brown said that he is on board with the idea of what W.D.I. is trying to do but he is not on board with the additional cost. We signed an agreement for \$30,000.00 and they haven't lived up to that agreement. They need to finish that agreement at no additional cost and then move on to Phase II. He is saying no to additional costs.

Councilman Dillard said that he has already indicated that he would like to table this. He believes it is a good concept but we need the solution and hopefully they can come up with the solutions whereby everything will be put together.

Councilman Dillard moved and Councilwoman Lee seconded that the resolution be tabled.

Ayes - Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 4

Nays - Councilman Brown - 1

TABLED

**ADDENDUM TO AGREEMENT BY AND BETWEEN THE CITY OF
NEWBURGH, NEW YORK AND WORKFORCE DEVELOPMENT INSTITUTE,
INC.**

This Addendum to the Agreement is made and entered into this ____ day of _____, 2012 by and between and the Workforce Development Institute, Inc. ("WDI"), located at 24 Fourth Street, Troy, New York 12180 and City of Newburgh, New York, with offices at 83 Broadway, Newburgh, New York 12550 ("CITY"), dated October 4, 2011:

1. The Agreement shall be effective until July 31, 2012.
2. Additional expense to the CITY of the salary and fringe for the Program Coordinator in the amount of \$14,350.
3. All other terms and conditions set forth in the Agreement, dated October 4, 2011 shall remain in effect.
4. This Addendum, together with the Agreement, contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:
WORKFORCE DEVELOPMENT
INSTITUTE, INC.

CITY OF NEWBURGH, NY

Name:
Title:
Date:

Name:
Title:
Date:

APPROVED AS TO FORM:

MICHELLE KELSON,
CORPORATION COUNSEL

CHERYL A. GROSS,
COMPTROLLER

**RESOLUTION NO.: 53 - 2012
OF
APRIL 9, 2012**

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID
AND TO EXECUTE AN AGREEMENT FOR VENDOR SERVICES
WITH ECONOMY CLEANERS
TO PROVIDE UNIFORM CLEANING SERVICES
TO THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the City of Newburgh Police Department has implemented a Quartermaster system for issuing police uniforms which requires that the uniforms be cleaned on a regular basis prior to issuance to police officers; and

WHEREAS, the City of Newburgh has duly advertised for bids for the Uniform Cleaning Services for the City of Newburgh Police Department; and

WHEREAS, bids have been duly received and opened and Economy Cleaners is the low bidder; and

WHEREAS, the fees for items to be cleaned weekly are a flat rate price of \$9.25 for 2 pants and 2 shirts, and items to be cleaned on occasion are dress blouse \$2.95 each; winter jacket \$7.75 each; and vest cover \$2.25 each; and

WHEREAS, the quoted prices are fixed and guaranteed for the length of the contract for a term of one (1) year with no annual price index increases; and

WHEREAS, such contract is in the best interests of the Police Department and the citizens of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Uniform Cleaning Services be and it hereby is awarded to Economy Cleaners and that the City Manager is hereby authorized to enter into a contract for such work in the aforesaid amounts, funds to be had from budget line A.3120.0448.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2012, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Economy Cleaners, a firm with principal offices at 567 Broadway, Newburgh, New York, 12550, hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning May 1, 2012, and ending April 30, 2013.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such

interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been

knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall

thereupon be relieved and discharged from any further liability and obligation to
VENDOR, its assignees or transferees, and all monies that may become due under this
Agreement shall be forfeited to the CITY except so much thereof as may be necessary to
pay VENDOR'S employees for past service.

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

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

All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance as may be required by law and as VENDOR may require.

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

ARTICLE 16. TERMINATION

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

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR

pursuant to this Agreement; and

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

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

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

ARTICLE 17. GENERAL RELEASE

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

ARTICLE 18. SET-OFF RIGHTS

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

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall

render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 20. ENTIRE AGREEMENT

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

ARTICLE 21. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full

force and effect to the terms and conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

ECONOMY CLEANERS

BY: _____

BY: _____

RICHARD F. HERBEK,

NAME:

CITY MANAGER

TITLE:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

DATE: _____

MICHELLE KELSON,
CORPORATION COUNSEL

DATE: _____

CHERYL A. GROSS,
CITY COMPTROLLER

SCHEDULE A

SCOPE OF SERVICES

UNIFORM CLEANING SERVICES

3.0 CLEANING:

- A. All uniforms are to be thoroughly cleaned and have all stains removed through laundering procedures in accordance with manufacturer's specifications.
- B. All garments are to be spotted for stains and treated with the proper chemicals to insure their removal.
- C. All cleaning chemicals used must meet or exceed current environmental and safety requirements.
- D. The final rinse water shall be brought to a PH of between 5.5 and 6.0.
- E. Officer pants are to be hung on a 13 gauge hanger with a no slip trouser guard.
- F. Officer shirts are to be hung on a 14 gauge executive shirt hanger.
- G. All garments are to be twist-tied and bagged in plastic cover.
- H. All invoices shall be sent to the Police Department on a monthly basis with a summary of all services attached. Such shall be mailed to: City of Newburgh Police Department, 83 Broadway, Newburgh, NY 12550.

SCHEDULE B

FEES AND EXPENSES

CLEANING PRICE RATE

1. ITEMS TO BE CLEANED WEEKLY – PRICED AT A FLAT RATE:

2 OFFICERS PANTS
2 OFFICERS SHIRTS
4 ITEMS OF COMBINATION \$ 9.25 FLAT RATE PRICE

2. ITEMS TO BE CLEANED ON OCCASION – PRICED PER ITEM:

DRESS BLOUSE \$ 2.95 PRICE EACH
WINTER JACKET \$ 7.75 PRICE EACH
VEST COVER \$ 2.25 PRICE EACH

Quoted prices are fixed and guaranteed for the length of the contract with no annual price index increases.

RESOLUTION NO.: 54 - 2012

OF

APRIL 9, 2012

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
JOSEPH WILLIAMS AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF TWELVE THOUSAND, FIVE HUNDRED DOLLARS**

WHEREAS, Joseph Williams brought an action against the City of Newburgh; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Twelve Thousand, Five Hundred (\$12,500.00) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of Joseph Williams against the City of Newburgh in the total amount of Twelve Thousand, Five Hundred (\$12,500.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

Councilwoman Lee moved and Councilman Dillard seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 55 - 2012

OF

APRIL 9, 2012

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
MILLPOND MANAGEMENT, INC. AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF FIVE THOUSAND DOLLARS**

WHEREAS, Millpond Management, Inc. brought an action against the City of Newburgh; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Five Thousand (\$5,000.00) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of Millpond Management, Inc. against the City of Newburgh in the total amount of Five Thousand (\$5,000.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

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

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

NEW BUSINESS

Councilman Dillard said that the agendas that we have had for the past three months have not really tackled the issues of the City and there are a lot of questions surrounding what is happening to the City of Newburgh. He would like to propose that they get an update on Burton Towers. We were supposed to receive payment but no payment has come in and no one on the Council knows anything about what is happening with Burton Towers. That is \$700,000.00 plus another \$250,000.00 that should be in the City's coffer. It should have been there at closing but it wasn't. He is asking for an update of Burton Towers for the first Work Session in May as we already have a full agenda for the 19th of April. Secondly, he would like to create a new position, with the backing of the Council, for a job description through CSEA, in the Planning & Development Office. That position would be for a Community Development and Marketing Director and they would be responsible for working the Dwight Hadley report. As you go through the report from 2003 to 2010 you will see that there is a million dollars unaccounted for and he would like to find out what happened to that million dollars. Lastly, he said that we started the demolition project and it looks like we've tore down one building but we have many more so he would suggest that we don't stop at this early stage. We need to continue because we do have the money if we stop trying to get the best positions for our friends. He said that we have to put it out there like it is for the people. He also noted that with the Leyland Project we have all of this land down on the riverfront at Broadway and Marine Drive but what is happening with that land. Will it be another forty years before we hand it over to someone else? It is our season to be blessed here in Newburgh and in order to do that we must all push this Council to do exactly what we signed on board to do. If we do not do that, you cannot blame him or this Council because he is putting it out there to them. He said that is where he stands and he expects to see these items on the May 6th agenda.

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

GENERAL PUBLIC COMMENTS

Pastor Brock, 85 Carpenter Ave., said that she was glad to hear Councilman Dillard's remarks and told the Mayor and City Manager that it seems like their work is cut out for them. They have to sit down and make some tough decisions for the City of Newburgh.

Mary Phillips, First Street, said that Councilman Dillard said we can't blame the Council but she does blame them a little bit because over the last several years she has heard over and over again about hundreds of thousands of dollars spent by the Council with Consultants and such. Just now while she was listening she heard Councilwoman Angelo say that spending this \$14,000.00 doesn't really make sense but I'm going to vote yes anyway. She said that their job is to figure it out. The public should participate more but it is the job of the Council to figure it out and if it doesn't make sense then they should say no. This is our money. The amount of money that has been wasted in this City is an outrage and it makes her mad. She told the Council not to vote yes if they mean no or if they don't understand it. Don't spend our money uselessly where we get nothing for it.

Omari Shakur, Nu-Voters Movement, said that a lot of people have been asking him what has been going on with Michael Lembhard so he wanted to read a statement on what the City Council, Mayor, Community and Leaders are doing. (He remained silent for three minutes)

Ramona Monteverde, Liberty Street, said that she is here with a group who are a part of the Community Action Teams called the Clean and Beautify Initiative and they are officially presenting a letter to George Garrison. (copy attached)

Beatrice, 10 Clark Street, said that by tabling resolution #52-2012 it further delays the goals that have been set for Newburgh. Newburgh Builds Newburgh means that the City Council has to rebuild Newburgh. She feels that true communication and discipline in this City has completely failed.

Gail Fulton, City of Newburgh, asked why the traffic light on River Road was removed. There is a lot of traffic in that area and one of these days there is going to be a bad accident so she thinks it needs to be put back there. She added that on Friday, March 30th, there was a bad accident on Mill and Ann Streets and luckily no one was killed. She asked what needs to be done to get a traffic light at that intersection. We shouldn't wait until someone gets killed before we decide to put up a traffic light.

Juanita, Michael's Cousin, read a letter that she is going to present to District Attorney, Francis Phillips and asked the Council for their signatures and support. It reads "We the Mayor and City Council of Newburgh, New York are struggling with the sense of injustice concerning the matter of the death of Michael Lembhard. As the elected officials of a City that is struggling with issues such as poverty and violence, we are trying to make sense of the incident and support the family in seeking justice but this is simply beyond the issue of just one family. Michael was a son of the City; a child whose family has been here for generations. Unfortunately this is not the only case where police have been involved using brutal force when they could have used other methods to de-escalate a situation that resulted in loss of life. We are sure that you of all people can empathize with our needs in seeking out justice as a standard in our City. As you know, we have already sent a request to Governor Cuomo asking for the State's support in conducting a special investigation around the shooting and the request was denied. We are coming to you respectfully in soliciting your help. We are asking you to step down so that it may be possible for a special investigation to move forward. In closing, we are sure that you will support a fair, impartial investigation and hearing of this matter so that justice will be served and the best interest of the people in the City of Newburgh will be met." She said that she is asking the Council for their help so that she can go the District Attorney and ask him to step down.

Councilwoman Lee thanked Jaunita and said that she will put it on her letterhead and sign it.

Usef Belford, City of Newburgh, said that at Audrey Carey Park there are no signs that say "Caution, Children at Play" and he sees cars flying up and down the streets, which is a dangerous situation.

Barbara Smith, City of Newburgh, said that she would like to show her appreciation to Councilman Brown for thinking clearly and in the best interest of the City of Newburgh by saying that when we contract for something we contract for X amount of dollars and if you do not fulfill your work within that particular period of time then it's gone. If she is not mistaken, didn't the head of that program sit here at the last Work Session and say that they had the money? It is not the idea that there is no money. The main office has the money so if they wish to fund additional time to complete their work, then let them fund the money. She asked the Council to please make it clear to the public if we are just paying her salary and what is she doing for that salary. When you look at the figures under the Workforce Development Job Training Program, it tells you very clearly that there was no work found. We have a grant that is coming down from the Governor's Office to do work on the Newburgh Beacon Bridge. Will we be prepared to put people up on that bridge to do work? She doesn't understand what they have been doing. Did

we really need that much money for people to group together to figure out a list of who is where and put them under an umbrella? Funds are low so there has to be a better way to get things done.

Brenda McPhail, City of Newburgh, said that she went to the Youth Violence Forum with the Mayor and learned a lot. She said that her heart goes out to anyone whose child was killed but we are focusing too much energy and time on this and what is it going to prove? It won't prove anything. We need to stop the cycle. This will continue if we don't learn how to prevent it. Violence is happening all over the World. People don't feel safe walking the streets here after dark because of what is going on. She said if you are wrong, you are just wrong and she doesn't care who it is. We have problems and issues that we need to deal with and some people don't want to hear the truth.

Due to a disruption in the audience, the Mayor adjourned the meeting at 8:00 p.m.

LORENE VITEK
CITY CLERK