

EXECUTIVE SESSION

Present: Councilwoman Angelo, Councilman Dillard, Mayor Kennedy-3

Absent: Councilman Brown, *Councilwoman Lee-2

**Councilwoman Lee arrived mid-session.*

Councilwoman Angelo moved and Councilman Dillard seconded that the council enter into an executive session at 6:20 P.M.

**Ayes- Councilwoman Angelo, Councilman Dillard, Mayor Kennedy-3
CARRIED**

Councilwoman Angelo moved and Councilwoman Lee seconded that the council exit out of the executive session at 7:00 P.M.

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

CITY COUNCIL MEETING

A regular meeting of the City Council of the City of Newburgh was held on Monday, November 25, 2013 at 7:00 P.M. at the third floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York 12550.

The Prayer was led by Pastor Cano of the Curse Breakers Church. The Pledge of Allegiance was performed.

Present: Mayor Kennedy, presiding; Councilwoman Angelo, Councilman Dillard, Councilwoman Lee-4

Absent: *Councilman Brown-1

**Councilman Brown arrived later during the meeting.*

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the City Council meeting of November 12, 2013 be approved.

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

PROCLAMATION

**Moved to a later section of the meeting*

RESOLUTION NO.: 235-2013

OF

NOVEMBER 25, 2013

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 9, 2013 TO HEAR PUBLIC COMMENT CONCERNING THE RENEWAL OF A CABLE FRANCHISE AGREEMENT BETWEEN THE CITY OF NEWBURGH AND TIME WARNER CABLE NORTHEAST LLC D/B/A TIME WARNER CABLE

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the renewal of a Cable Franchise Agreement between the City of Newburgh and Time Warner Cable Northeast LLC d/b/a Time Warner Cable; and that such public hearing be and hereby is duly set for the next meeting of the Council to be held at 7:00 p.m. on the 9th day of December, 2013, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

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

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

ADOPTED

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Grace Bowles commented that our present interim city manager has done a wonderful job. His vision for Newburgh is right on. He is intelligent and he understands the business of the City of Newburgh. His only agenda is moving Newburgh forward. That is what we want. Far too long we have had people putting forth their own interests. Maybe it is time to look past our own interests and vote for the *Newburgh Interest*. She urged the council to vote in favor of appointing Slaughter as the permanent city manager. [Resolution #246-2013]

Mayor Kennedy pointed out that the actual resolution is to continue Slaughter's term as Interim City Manager.

Roxie Royal stood in support of Grace's comments, along with the support of the NAACP. She asked the council to keep Slaughter. Royal attended meetings and heard the reports. She is pleased with his work, and is especially pleased that he did not increase taxes for the citizens of Newburgh.

Former Councilmember George Bowles commented. He is lucky to have been a part of this city when there was growth. We need a person who moves this city forward, with passion. We do not need to be stagnant. We are getting older, but our children need to live here and be in a city that is safe and one that is growing. He happened to be a part of the city when there were many changes in city managers. We have to work with the people who are making progress in our city. Work with people who are moving forward, not those who are standing still.

Janet Gianopolous stated under Slaughter's tenure it appears that *all* public meetings have been recorded and put onto the city's website. They may not always be prompt, which she believes is part of the technology gap. But she appreciates that she can now listen to the work sessions. Also Gianopolous liked Slaughter's power-point presentation that depicted our city. This is a good track.

Second, she feels it is important that council members state any conflicts of interest with regard to agenda items *before* the meeting starts. She pointed out that at the last meeting the council approved minutes of which members of the council stated things that the mayor had cautioned against. She urges the council to re-read its own rules of order and procedure, and to follow them. The council is supposed to set an important example for everyone here. Gianopolous pointed out that if someone in the audience was misbehaving at the meeting, then the person would have been ejected from the meeting. This difference in treatment is the essence of discrimination.

Pastor Austin is honored to speak in support of James Slaughter. She is disappointed that the council has not moved to make him permanent. He brings a

high level of professionalism, and he knows the city. He brings forth a plan of action to restore Newburgh and bring it to its best. He speaks with grace and dignity, as well as with accuracy and clarity. She urged the council to consider him, and very soon, as the permanent city manager.

Jesse Blackman has had the privilege of meeting Slaughter. He stated that he does not seem to be a bad person, and he wishes him all the best in his journey. Blackman stated that he hopes he is open-minded about everything that goes on in Newburgh. He hopes that Slaughter can see the people's side of things too, and not just one side.

Barbara Smith commented that aside from the idea that Slaughter is proficient and thoughtful, we have a new city council taking office in January. It makes a lot of sense to keep him on board to allow the new people to make a decision and a choice of a city manager that they are going to have to work with for the next four years. She thanked the council for putting this matter on the agenda to continue his interim tenure for the next six months.

Next, she commented about Resolution #236-2013. This was the year of youth, as we gave a lot of CDBG funding for youth programs. There is more than one way to help youth though. We should still continue on the same track for 2014, but pride in one's community helps people to live better in their environment. If we are going to take 2014 CDBG monies to improve our neighborhoods to make our streets cleaner, better paved and to make them safer, then it will help the mentality of people as well. Don't think that we are not putting *anything* into youth services because we have carryovers into 2014. We are simply adding to things that are already there, so that we will be able to put more money into the bricks and mortar of the City of Newburgh. She urged the council to vote in support of the resolution. We need to move forward with it.

Brenda McPhail remarked that the city manager came into this position when the city was in bad shape. Slaughter has got us through the budget. The budget is not the only reason why he should be in the position though. McPhail does not agree that the contract should be simply *extended*. He should be made the permanent city manager. He has proven himself, and he can not do anymore than what he has already done. She feels that this should be done by the end of the year. She mentioned that the voting requirements to pass legislation will change when the council composition sees seven members at the table next year. This city has been in a rut for too long. Slaughter has come here with a vision. McPhail pointed out that she has a petition for anyone who would like to sign it to appoint him as the permanent city manager.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Lee stated that Resolutions #241-2013, #246-2013 and #247-2013 are examples of the city moving forward. When you have an interim city manager, you have an imbalance in the city. We need some stability here. We have found it in Slaughter. Lee is not in favor of an extension. It should be a contract. The people need to see this council make a decision- *right, wrong or indifferent*. She pointed out that we need to keep moving the Mid-Broadway project forward. But there is still the initiative to stop it and strong hold the city in this poverty. Slaughter keeps us moving forward. He has a vision. It does not take much for her to appreciate someone, like Slaughter, who likes her city, talks positively about it and smiles when he does it.

She requested that the council turn this into a contract. She addressed the new council that will be coming on in January. Prior to us accepting a seat on the council, most of us, with the exception of Regina Angelo, have never been involved in local government. It is ludicrous to unjustly remove the person who is heavily involved in municipal government, and who has been doing the work. She feels that Slaughter is prepared to clean up this city and to make it attractive businesses. We are not qualified to do the work in economic development, because it takes a special skill. And Slaughter has the skill to do it. She urged the new city council not to remove him from his post and appoint someone else. It is easy for persons to go with their likes and dislikes and how they feel about things emotionally. But she is more concerned with how the person who is sitting at the helm is able to handle the job.

Lee stated that she could not thank Slaughter enough for this budget. It is, by far, the best budget she has seen. Unlike many other budgets it moved without a lot of disagreements. She is very proud to be a part of something that makes the residents happy. It is a wonderful budget. She urged the council to appoint him as the permanent city manager.

Mayor Kennedy also extended her gratitude to our new Comptroller John Aber. He has worked very diligently with department heads to put together a balanced budget. She is very happy with the outcome of the goal of keeping the taxes from being raised. She is pleased that we do not have to raise water and trash fees also. There have been meetings upon meetings and meetings over the last several months. She thanked the entire staff for putting some work into this budget and not simply taking last year's budget, rubberstamping it and sending it out on the table again.

She commented about Resolution #246-2013. Legally we can not rewrite a resolution tonight. We can extend the terms though. We either have to pass the one before us tonight, or vote it down.

Michelle Kelson explained that the council is able to amend the resolution, although in the case of appointing a permanent city manager a super majority vote is needed.

Councilwoman Lee remarked that the council does not have a super majority because the mayor is not interested in appointing Slaughter to the position.

Councilman Dillard remarked that we have an opportunity to keep moving forward by appointing Slaughter as our full-time City Manager. But certain colleagues have indicated that they would like someone new. If we do not appoint him, then we will be taking three steps back. Slaughter knows the city and he knows what we need and how to get us there. He has managed the city well, balancing the budget and laying out a plan to enable Newburgh to grow.

Dillard pointed out that if we could get that 4th vote, then we could call a special meeting. He suggested that the residents lobby the two council members who are not in favor of maintaining Slaughter as the city manager. We could get this done this before the end of the year.

Mayor Kennedy remarked that she and Councilman Brown are not making any statements about whether they do or don't want James Slaughter as the city manager. Neither one of them have made any such statement. Kennedy further commented that what they do want is to continue the search. They also feel that the new council members should have a say, as they are going to be working with the person in that position. She is trying to keep a fair and open process. There have been assumptions and there have been people putting words into her mouth.

Councilwoman Lee pointed out that the council interviewed someone. The new council members were present. They agreed that *that* person was not a good candidate. The next interview should have been with Slaughter. Lee stated that Councilman Brown and Mayor Kennedy decided that they wanted to interview someone else and open up the process again. Lee and her proponents stated they were OK with it. They let Brown and Kennedy choose the candidates of their choice. Lee stated that Councilman Brown did not even show up at the interview that he requested.

Lee remarked that the new council has not have any experience in interviewing and choosing a city manager. And they have not worked with Slaughter, *we* have worked with him. It is our job to move this city forward, not the new council. Don't wait until January 1st. We should continue working. This policy of holding the city hostage has to stop. Lee feels that Mayor Kennedy is being deceptive. Furthermore, one of the candidates being considered is no match for Mr. Slaughter. To hold this man out as the better candidate is the most egregious process that Lee has ever seen. This is *your* City. You need to stand up and say something, and stop all of this nonsense. We need to move forward. Also Lee pointed out that Slaughter is the one who hired the new comptroller.

Councilwoman Angelo stated that she stands in support of Slaughter. It is a blessing to have him. He came into this position after Mr. Herbek stepped down, and he just settled right into that silhouette. Slaughter is well qualified and we have established a good relationship with him. She stated that he loves Newburgh, and he is trying to make it better for *all* of us. Besides, he gave us a balanced budget, which is most important.

Mayor Kennedy stated that we have a good hiring process. When the comptroller was hired, we had an interview committee. Then the entire council interviewed individuals. She remembers vividly, the discussion that night. Both she and Councilman Brown were in favor of Aber. Kennedy recalled that it was Councilwoman Lee who was in favor of hiring somebody else.

Kennedy pointed out that that we have to respect each other in this forum. There are constant personal attacks that occur. She urged persons to stop making personal attacks. Stop now, because it is breaking our own rules of order. She has had many people come up to her after the meetings to discuss how the council conducts itself at the table. She mentioned that it is fine for Lee to tell her to move on with the meeting, *after* she has made her blasts. You throw a bomb, and then you say "Let's move on." This is your standard operating process. If you go back and look at the history of the council meetings, it occurs this way one after another. So indeed, "Let's move on."

In terms of the city manager search, she is in favor of *process*. She has always been in favor of process, and we have one in place. Tonight she will vote for this resolution to extend Slaughter's interim tenure while we work through the process. Kennedy stated that he is certainly still in the running. She has made no decisions about *anybody*, which is why they have opened up the process again. She pointed out that she is very committed to working through it. She and Slaughter have worked together. They have a decent relationship in which they talk often. So she will vote for the *process*.

This portion of the meeting was closed.

RESOLUTION NO.: 236 - 2013

OF

NOVEMBER 25, 2013

A RESOLUTION APPROVING THE CITY OF NEWBURGH'S CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR FISCAL YEAR 2014

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Cranston-Gonzalez National Affordable Housing Act; and

WHEREAS, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, this plan was submitted to and approved by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City has now prepared a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the second year it is in effect; and

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2014 Community Development Block Grant Entitlement Program;

Entitlement Revenue	\$742,000
Program Income	\$25,000
Total	\$767,000
Expenditures 2014	
Administration	\$154,752
In-Rem Stabilization	\$75,719
Scattered Sidewalk	\$66,525
Park Improvement	\$85,000
Strategic Code Enforcement	\$52,700
Community Policing/ Neighborhood Services	\$9,599
Workforce Development	\$40,000
Downing Park Greenhouse	\$45,000
Business Services/ Façade Improvement	\$237,705
TOTAL BUDGET	\$767,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve the attached one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the one-year Action Plan and execute the Standard Form 424 (Application for Federal Funds) and certifications attached thereto; and he is further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required; and

BE IT FURTHER RESOLVED, that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with the certifications attached hereto and made a part hereof.

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

Ayes- Councilwoman Angelo, Councilwoman Lee, Mayor Kennedy-3

No- Councilman Dillard-1

ADOPTED

RESOLUTION NO.: 237 - 2013

OF

NOVEMBER 25, 2013

**A RESOLUTION AMENDING RESOLUTION NO.: 167-2013 OF AUGUST 17, 2013
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT
WITH THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW
YORK TO DEVELOP AN INTERACTIVE WEBSITE SHOWING A MAP OF
ABANDONED PROPERTIES IN THE CITY OF NEWBURGH**

WHEREAS, by Resolution No.: 167-2013 of August 17, 2013, the City Council of the City of Newburgh authorized the Interim City Manager to enter into an Agreement with the Research Foundation for the State University of New York for the development of an interactive website showing a map of abandoned properties in the City of Newburgh with a term set to expire on October 31, 2013 and for a total cost of \$11,804.00 to be funded through a Smart Growth Grant awarded to Orange County; and

WHEREAS, amendments to Exhibit "A" of the Agreement, annexed hereto and made part hereof, reducing the total number of properties from 748 to 355 and extending the term of the Agreement to November 29, 2013 are required; and

WHEREAS, this Council has determined that authorizing the Interim City Manager to execute the Agreement with the amendments to Exhibit "A" 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 Interim City Manager be and he is hereby authorized to execute an Agreement with the Research Foundation for the State University of New York for the development of an interactive website showing a map of abandoned properties in the City of Newburgh with the amendments set forth in the revised Exhibit "A" in substantially the same form as annexed hereto to complete the scope of work set forth therein.

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

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

ADOPTED

RESOLUTION NO.: 238 - 2013

OF

NOVEMBER 25, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ENVIRONMENTAL REMEDIATION AND FINANCIAL SERVICES, LLC FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE REMEDIATION OF 210 MILL STREET (SECTION 43, BLOCK 3, LOT 7.1) IN THE CITY OF NEWBURGH

WHEREAS, by Resolution No.: 29-2008 of February 25, 2008, the City Council of the City of Newburgh authorized the City Manager to execute an agreement with First Environment for professional services in connection the remediation of 210 Mill Street (Section 43, Block 3, Lot 7.1); and

WHEREAS, First Environment solicited and received proposals for certain large volume injection work to remediate contamination at 210 Mill Street and selected Environmental Remediation and Financial Services, LLC to perform the work; and

WHEREAS, Environmental Remediation and Financial Services, LLC successfully completed the scope of work at 210 Mill Street as set forth in its proposal; and

WHEREAS, First Environment has requested that the City make payment directly to Environmental Remediation and Financial Services, LLC; and

WHEREAS, the City has appropriated and set aside sufficient funds in the amount of \$120,500.00 to pay for the scope of work completed by Environmental Remediation and Financial Services, LLC; and

WHEREAS, under the New York State Department of Environmental Conservation Environmental Restoration Program, the City will be reimbursed for ninety (90%) percent of the costs of the scope of work; and

WHEREAS, by making payment directly to Environmental Remediation and Financial Services, LLC, the City will not have to pay a five (5%) percent mark-up on the costs of the work; and

WHEREAS, entering into an agreement with Environmental Remediation and Financial Services, LLC 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 Interim City Manager be and he is hereby authorized to execute an agreement

in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require with Environmental Remediation and Financial Services, LLC for professional engineering services in connection with the remediation of 210 Mill Street (Section 43, Block 3, Lot 7.1) in the City of Newburgh.

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

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

ADOPTED

RESOLUTION NO.: ~~239~~- 2013

OF

NOVEMBER 25, 2013

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 255 BROADWAY (SECTION 35, BLOCK 2, LOT 4)
AT PRIVATE SALE TO EDWARD G. DOERING FOR THE AMOUNT OF \$45,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 255 Broadway, being more accurately described as Section 35, Block 2, Lot 4 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 24, 2014, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
225 Broadway	35 - 2 - 4	Edward G. Doering	\$45,000.00

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

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

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

ADOPTED

Terms and Conditions Sale

255 Broadway, City of Newburgh (35-2-4)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; (e) 2011-2012, 2012-2013 and the first and second installments of the 2013-2014 school taxes, 2012 and 2013 City/County real property taxes, water rents and assessments, and sewer rents and assessments and any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); and (f) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2011-2012, 2012-2013 and the first and second installment of the 2013-2014 school taxes and unpaid 2012 and 2013 City/County real property taxes. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2011-2012, 2012-2013 and the first and second installment of the tax year 2013-2014 and subsequent levies up to the date of the closing and 2012 and 2013 City/County real property taxes. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provisions of law applicable thereto and

it is the sole responsibility of the purchaser bidder to redevelop such parcel so designated in accordance with same

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before February 24, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

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

RESOLUTION NO.: 240 - 2013

OF

NOVEMBER 25, 2013

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
POLICY FOR LONG AND SHORT TERM BORROWING FOR CAPITAL
PURCHASES**

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Policy for Long and Short Term Borrowing for Capital Purchases, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect on January 1, 2014.

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

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

ADOPTED

RESOLUTION NO.: 241 - 2013

OF

NOVEMBER 25, 2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING CONCEPTUAL SUPPORT FOR THE APPLICATION OF MILL STREET
PARTNERS, LLC TO NEW YORK STATE HOMES AND COMMUNITY RENEWAL FOR
FEDERAL, STATE, AND LOCAL FINANCIAL ASSISTANCE TO DEVELOP AND
CONSTRUCT A MIXED-USE WORKFORCE HOUSING PROJECT AT THE MID
BROADWAY REDEVELOPMENT SITE**

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the “Mid-Broadway Site”); and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council of the City of Newburgh authorized the City Manager to negotiate a development and land disposition agreement with Mill Street Partners, LLC for the development of the Mid-Broadway site and the City; and

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council authorized the City Manager to execute the development agreement between the City and Mill Street Partners, which development agreement formally designated Mill Street Partners as the Developer of the Mid-Broadway Site; and

WHEREAS, the development agreement designates the Mid-Broadway redevelopment as a “Priority Project” of the City of Newburgh; and

WHEREAS, by Resolution No. 234-2013 of November 12, 2013, the City Council approved the Large-Scale Mixed-Use Special Use Permit application submitted by Mill Street Partners to develop the Mid Broadway Site; and

WHEREAS, Mill Street Partners is seeking various financial assistance through an application to the New York State Homes and Community Renewal;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh expresses its conceptual support for the application of Mill Street Partners to the New York State Homes and Community Renewal for Federal, State, and local assistance to develop and construct the Mid Broadway Redevelopment project.

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

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee-3

No- Mayor Kennedy-1

ADOPTED

RESOLUTION NO.: 242 - 2013

OF

NOVEMBER 25, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT
BETWEEN THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH
IN CONNECTION WITH THE COUNTYWIDE EFFORTS
TO IMPROVE MOBILE DATA COMMUNICATIONS AMONG FIRST RESPONDERS**

WHEREAS, the County of Orange collaborated with local municipalities to establish a Countywide effort to improve mobile data communications among first responders; and

WHEREAS, the City of Newburgh joined with the County of Orange and other local law enforcement agencies to establish a system to improve and enhance important law enforcement functions as provided by the terms of the agreement including but not limited to communications, provisions for laptops, printers and scanners; and

WHEREAS, the City of Newburgh wishes to enter into the annexed inter-municipal agreement to facilitate the program to improve mobile data communications and GPS/AVL information among first responders by enhancing the capabilities of patrol officers access to critical information; and

WHEREAS, this Council has determined that the City's participation in such program is in the best interests of the City of Newburgh and will enhance law enforcement in the City of Newburgh and in surrounding local municipalities, in cooperation with the County of Orange and other law enforcement agencies;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into an inter-municipal agreement between the County of Orange and the City of Newburgh in connection with the Countywide efforts to improve mobile data communications among first responders in order to enhance important law enforcement functions for the City of Newburgh and other local law enforcement agencies.

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

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

ADOPTED

RESOLUTION NO.: 243 - 2013

OF

NOVEMBER 25, 2013

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF
REAL PROPERTY KNOWN AS
UNIT 7-9 FERRY CROSSING CONDOMINIUMS
LOCATED AT 350 WATER STREET (SECTION 55, BLOCK 1, LOT 1.-37)
AT PRIVATE SALE TO SHANE GRAZIONE

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

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

WHEREAS, the City of Newburgh desires to sell Unit 7-9 Ferry Crossing Condominiums, located at 350 Water Street, being more accurately described as Section 55, Block 1, Lot 1.-37 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price by money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 24, 2014, being ninety (90) days from the date of this resolution;

Property address	Section, Block, Lot	Purchaser	Purchase Price
Unit 7-9 Ferry Crossing Condominiums	55 - 1 - 1.-37	Shane Grazione	\$60,000.00

350 Water Street

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

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

ADOPTED

Terms and Conditions Sale

Unit 7-9, Ferry Crossing Condominium

350 Water Street, City of Newburgh (55-1-1.-37)

STANDARD TERMS:

~~1.18.~~ City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.

~~2.19.~~ For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.

~~3.20.~~ All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.

~~4.21.~~ Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees and association fees will be paid by the City to the date of closing.

~~5.22.~~ **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.

23. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

24. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

25. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other

environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Bidder acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Bidder also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

26. The entire purchase price, and all closing costs/fees must be paid by guaranteed funds to the City of Newburgh on or before February 24, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
27. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchasers agree that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
28. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
29. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
30. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
31. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
32. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
33. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 244- 2013

OF

NOVEMBER 25, 2013

**A RESOLUTION APPOINTING MEMBERS TO THE
CONSERVATION ADVISORY COUNCIL PURSUANT TO
LOCAL LAW NO. 1-2013 OF AUGUST 19, 2013**

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled “Conservation Advisory Council”; and

WHEREAS, Chapter 159 provides for a seven-member Conservation Advisory Council, the members of which, when first appointed, three shall hold office for a term of one year and four for terms of two years; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed to the Conservation Advisory Council for a one (1) year term commencing on December 1, 2013 and ending on November 30, 2014; and

Gail Fulton
Mary McTamaney
Philip Prinzivalli

and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed to the Conservation Advisory Council for a two (2) year term commencing on December 1, 2013 and ending on November 30, 2015; and

C. Kippy Boyle
Richard Harper
Chuck Thomas
Chad Wade

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

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

Abstention- Councilman Brown-1

ADOPTED

RESOLUTION NO.: 245 - 2013

OF

NOVEMBER 25, 2013

**A RESOLUTION AUTHORIZING AN OPTION TO PURCHASE AGREEMENT
WITH NEWBURGH COMMERCIAL DEVELOPMENT CORP. FOR THE SALE AND
REDEVELOPMENT OF REAL PROPERTY KNOWN AS 86 WISNER AVENUE
(SECTION 26, BLOCK 1, LOT 59.1) AND 68 WISNER AVENUE REAR
(SECTION 26, BLOCK 1, LOT 86) WITH A PROPOSED PURCHASE PRICE OF
\$68,000.00**

WHEREAS, the City of Newburgh is the owner of property commonly known as 86 Wisner Avenue and 68 Wisner Avenue Rear, being more accurately described as Section 26, Block 1, Lots 59.1 and 86, respectively, on the Official Tax Map of the City of Newburgh; and

WHEREAS, Newburgh Commercial Development Corp. has presented a proposal for the purchase and development of the aforementioned parcels; and

WHEREAS, the parties acknowledge the requirements of the New York State Department of Environmental Conservation (“NYSDEC”) which mandate that no final sale of properties eligible for Environmental Restoration Program (“ERP”) funding be concluded until and unless such remediation be satisfactorily completed and the properties be re-assessed; and

WHEREAS, the parties wish to enter into the Option to Purchase Agreement in substantially the form attached hereto; with such other terms and conditions as Corporation Counsel deems appropriate and necessary as required by law and as are in the best interests of the City of Newburgh; and

WHEREAS, this Council finds it to be in the best interests of the City of Newburgh and its continuing development to enter into such Option to Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to prepare and execute an option to purchase agreement, in substantially the same form as annexed hereto and made a part hereof, with such other terms and conditions as may be required by Corporation Counsel, with Newburgh Commercial Development Corp., and other related documents as may be required by the Corporation Counsel.

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

OPTION TO PURCHASE AGREEMENT

AGREEMENT made this _____ day of _____, 2013 (the "Effective Date"), between The City of Newburgh, NY, with an address at 83 Broadway, Newburgh, NY 12550 ("Seller"), and Newburgh Commercial Development Corp., with an address at 333 Broadway, Newburgh, NY 12550 ("Purchaser").

WITNESSETH

WHEREAS, the Seller is the owner of certain real property of approximately _____ acres located in the City of Newburgh known as 86 Wisner Avenue and 68 Wisner Avenue Rear, and identified on the City's Tax Map as Section 26, Block 1, Lots 59.1 and 86, respectively, County of Orange, and State of New York, and

WHEREAS, the Purchaser is desirous of acquiring 86 Wisner Avenue and 68 Wisner Avenue Rear (the "Premises") of the aforesaid real property, and the Seller is desirous of selling the same, upon and subject to the terms and conditions set forth below,

WHEREAS, in acquiring the property Purchaser will develop the Premises for use as offices, shop and storage of equipment and tools in furtherance of a base of operations for Purchaser's future development projects in the City of Newburgh, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. SALE. Seller hereby grants an option to Purchaser to purchase and acquire from Seller, on and subject to the terms, covenants and conditions hereinafter set forth, the Premises, and all of Seller's ownership and rights, if any, in any land lying in the bed of any street, roadway, or right-of-way adjoining the Premises to the center line thereon.

2. PREMISES. The Premises are described as 86 Wisner Avenue and 68 Wisner Avenue Rear, but will include all of Seller's right, title and interest in and to:

- a. any strips or gores of land within or adjoining the Premises;
- b. any land lying in the bed of any street, road or avenue opened or proposed, in front or adjoining the Premises, to the center line thereof;
- c. all easements, rights of way or use, privileges, licenses, permits and right to the same belonging to or appertaining to the Premises; and
- d. all rights, title, and interest of the Seller in and to any unpaid award for damage to the Premises by reason of change in grade of any street. Seller will execute to the Purchaser on the closing date all proper instruments for

the conveyance of such title and assignment and collection of any such award.

3. PURCHASE PRICE. The purchase price for all of Premises which Purchaser shall purchase (the "Purchase Price") is Sixty-Eight Thousand and 00/100 (\$68,000.00) Dollars to be determined as follows, and shall be paid as follows:

- a. Thirteen Thousand, Six Hundred and 00/100 (\$13,600.00) Dollars (the "Option Fee") receipt of which by the Seller is hereby acknowledged shall be held by the City Comptroller of the Seller, as escrow agent (the "Escrow Agent") subject to the provisions of Paragraph "11" below. At Closing, the Option Fee shall be applied against the Purchase Price.
- b. The balance of the Purchase Price shall be paid to the Seller by Purchaser at Closing by wire transfer, good certified check of Purchaser, or official check of a bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of Seller.

4. TERMS AND CONDITIONS OF SALE.

- a. The Purchaser shall redevelop the Premises subject to and in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The Parties shall fully cooperate with each other as necessary and appropriate in any and all applications, proceedings and appeals made or prosecuted by or on behalf of Purchaser in connection with and consistent with the terms of this Agreement as may be necessary, and Seller agrees to execute and deliver all documents, consents or authorizations reasonably required by any governmental authority with respect thereto. Such coordination and cooperation between the parties is necessary due to issues presented by the need to remedy the site's environmental conditions, measures to monitor the site after such remediation, and the impact of such work and services on the configuration and operation of the Purchaser's development of the Premises.
- b. This Agreement is contingent upon the approval of the New York State Department of Environmental Conservation (DEC), or any other governmental agency (the "Conditions") by all such agencies. In the event any such Conditions are unacceptable to the Purchaser, before the closing and conveyance of title to Purchaser, he shall so notify the Seller, whereupon the Option Fee shall be promptly refunded and this Agreement will thereupon be deemed cancelled, neither party having any further liability, one to the other.
- c. Provided the Purchaser is satisfied with the work, conditions and approvals set forth above, it shall exercise its option to purchase by written notice to the Seller's Corporation Counsel on or before ten (10) days of the later of: (i) the issuance of the DEC's a Certificate of Completion, (ii) the date of final site plan approval, if required, and (iii) the date of installation of

environmental and other monitoring systems required by NYSDEC if any; or on such earlier date as the parties hereto may mutually agree in writing.

- d. Purchaser shall combine the Premises as one lot of record within one (1) year of the date of conveyance.
- e. In any event, if for any reason Purchaser has not exercised the option set forth in this Agreement on or before twelve (12) months from the date upon which both parties have executed this Agreement, this Agreement and all rights of both parties hereto and hereunder shall be considered null and void and of no further effect whatsoever; and any monies paid by Purchaser and held in escrow by Escrow Agent shall be returned to Purchaser.

5. CLOSING.

- a. “Closing” means the settlement of the obligations of the Seller and Purchaser to each other under this Agreement, including the payment by Purchaser to Seller of the purchase price and other sums due, in the manner set forth in this Agreement, and the delivery to Purchaser of the deed in proper statutory form for recording so as to transfer and convey to Purchaser, fee simple ownership to the property, free of all encumbrances except as provided herein. The deed will contain the covenant of Seller as required by Section 13 of the Lien Law of the State of New York. The deed shall also require Purchaser to combine the Premises herein identified as one lot of record within one (1) year of the date of transfer.
- b. Closing will occur at the office of Seller’s attorney or at another mutually agreeable location, on or before ten (10) days of the later of: (i) the issuance of the DEC’s a Certificate of Completion, (ii) the date of final site plan approval, if required and (iii) the date of completion of groundwater quality monitoring; or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the City and the Purchaser shall accept such conveyance and pay to the City at such time and place the Purchase Price.
- c. Condition of Property at Time of Conveyance. The Purchaser shall take title to and possession of the Property in such condition as exists at the time of the issuance of the aforesaid Certificate of Completion and completion of ground water monitoring, and the City shall have no obligation to perform any work to improve or prepare the property for renovation in any way, except as set forth in this Agreement.

6. ACCESS AND INSPECTIONS.

- a. Seller hereby grants to Purchaser its agents, servants, employees and consultants, a license to enter in and upon the Premises throughout the term of this Agreement for the purpose of inspecting the Premises which inspections may include, but are not limited to, conducting surveys,

physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, borings and such other tests and evaluations as are reasonably required for the full and complete evaluation of the Premises and the full and complete prosecution of any applications for governmental approvals. The Purchaser agrees to conduct such inspections in such manner so as to cause a minimum of disturbance to the Premises. Additionally the parties will coordinate the capping of the site to permit the Purchaser, at his option, to perform such site grading as may be helpful to his development of the site, subject to the continuing oversight and approval thereof by DEC. In connection with the exercise of the license granted to Purchaser herein, Purchaser agrees to hold Seller harmless from any loss, cost, damages, lawsuit, damage to person or property, and the cost of litigation (including attorneys fees) caused solely by Purchaser or its agents, servants or employees in the use of said licensing. The provisions of the preceding sentence shall survive the closing of title.

- b. Purchaser shall, at Purchaser's sole expense, keep and maintain a policy of commercial public liability insurance acceptable to Seller which shall include coverage for Purchaser's actions upon the Property during the term of this Agreement. This insurance policy shall name Seller as an additional insured and afford protection in limits of not less than \$1,000,000.00 for bodily injury or death in any one accident, and not less than \$500,000.00 for property damage, or such other terms as to which the parties may agree. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of New York and, at Purchaser's option, such coverage may be effectuated through a blanket policy of insurance. Purchaser will deliver to Seller within seven (7) days after the Effective Date, and prior to entry onto the Property, certificates of this insurance coverage and, not less than thirty (30) days prior to the expiration of the coverage, a certificate of the new policy accompanied by evidence reasonably satisfactory to Seller of payment of premiums therefor.

7. APPORTIONMENTS.

- a. At Closing, real property taxes, and water and sewer charges and rents, if applicable, will be apportioned and adjusted as of midnight preceding the Closing date.
- b. In the event that any time subsequent to the closing of title hereunder the Premises shall be charged with an assessment, penalty, interest as the result of the loss of a tax exemption whether for agriculture, veteran, senior citizen, or other exemption (which said assessment, penalty and/or interest is collectively referred to as "Roll-Back Taxes"), any such Roll-Back Taxes shall be the sole obligation of the Seller. This provision shall survive delivery of the deed.

8. TITLE.

- a. If, at the date of a closing there may be any taxes or other liens or encumbrances on the Premises which may be satisfied or discharged by the payment of money ("Monetary Liens") the Seller shall be obligated to pay and discharge the same. Seller may use the portion of the Purchase Price payable at or prior to the closing, to satisfy the Monetary Liens, provided the Seller shall simultaneously either (a) deliver to the Purchaser at the closing of title, instruments in recordable form and sufficient to satisfy such Monetary Liens of record together with the cost or recording or filing said instruments; or (b) provided that the Seller has made arrangements with Purchaser's title company in advance of closing, Seller will deposit with said title company sufficient monies, acceptable to and required by it to insure obtaining and recording such satisfactions, and the issuance of title insurance to the Purchaser free of any exception for such Monetary Liens. The Purchaser, if request is made within a reasonable time prior to the closing of title, agrees to provide at the closing separate bank or certified checks, aggregating the amount of any such Monetary Liens. The existence of any such Monetary Liens shall not be deemed objections to title if the Seller shall comply with the foregoing requirements.
- b. At the closing of title, the Seller will convey title to the Premises by Quitclaim Deed free and clear of all exceptions, liens and encumbrances, other than those shown on Schedule "B" attached hereto (collectively, "Permitted Exceptions"). The payment of the New York State Transfer Tax shall be the obligation of the Purchaser.
- c. Within thirty (30) days of the Effective Date, the Purchaser shall deliver to the Seller a copy of the preliminary title insurance report, including the exception sheets, tax search, survey and survey reading, if any, and property description together with a written notice setting forth any and all objections to the Seller's title and if the written notice of objections is not given within such period, such title objections shall be deemed waived by Purchaser except for any objections which shall arise of record subsequent to the date of the Purchaser's preliminary title report ("Subsequent Objections") and Purchaser shall, if possible, give Seller written notice of Subsequent Objections at least ten (10) days prior to the date set for closing. With respect to any objections, other than a Permitted Exception, Seller, shall have a period of forty-five (45) days, commencing with the receipt by Seller of Purchaser's notice of objections, within which to cause such objections to be cured or discharged to the satisfaction of Purchaser and its title company. If Seller attempts to cure or discharge the said objections but is unable or fails to do so by the end of the Cure Period, then upon the expiration of the Cure Period this Agreement shall be deemed canceled, unless Purchaser, no later than ten (10) days following the end of the Cure Period, shall notify Seller of Purchaser's waiver of the said objections. If this Agreement is canceled pursuant to the provisions of

this Paragraph the Deposit paid by the Purchaser shall be returned to Purchaser, whereupon this Agreement shall terminate and neither party shall have any liability to or claim against the other, whether at law or in equity.

9. REPRESENTATIONS OF SELLER. The Seller makes the following representations with respect to this transaction to the best of Seller's knowledge, same not to survive closing unless specifically noted to the contrary.

- a. There are no tenancies, written or oral, affecting the Premises, and no other persons have any right to occupy the same. For the purpose of conveying marketable title to the Purchaser at Closing, prior to Closing, Seller shall obtain insurable title to the portion of the Premises lying within the railroad spur right of way. No new tenancies are to be created or existing tenancies modified after execution of this Agreement without Purchaser's consent. The Premises will be conveyed vacant. Seller is not aware of any claims or conditions which would affect Seller's title to the Premises, or prevent Seller from conveying the quality of title described above.
- b. Seller has the authority to enter into this Agreement and to deliver the Deed to the Premises.
- c. Other than the conditions which Seller will remediate in accordance with the ROD, Seller has no actual knowledge of any environmental constraints which would create a reporting or cleanup obligation under any local, regional, state or federal environmental regulation or statute, or the presence of any hazardous substances or spills on the Premises as defined by any local, regional state, or federal environmental regulation or statute.
- d. Seller has no actual knowledge of any threatened, anticipated, or pending eminent domain or condemnation action.

In the event Seller receives any information which would cause the above noted statements to be untrue or incomplete, Seller agrees to immediately notify Purchaser of such state of facts.

10. FIRPTA. Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined in IRC §1445, as amended, and the regulations issued thereunder ("Code Withholding Section"). At the Closing, Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person, which certification shall be in the form then required by the Code Withholding Section.

11. OPTION FEE.

- a. The Option Fee shall be maintained in a non-interest bearing account by the Escrow Agent in such accounts or investments as shall be agreed to in writing by Purchaser and Seller.
- b. The Option Fee, shall be paid by the Escrow Agent as follows:

- i. If the transaction closes, to Seller at closing;
 - ii. To Buyer, if and when Buyer is entitled to a return of the Option Fee in accordance with the terms and conditions of this Agreement;
or
 - iii. To Seller, if Seller will be entitled to the Option Fee in accordance with the terms and provisions of this Agreement.
- c. If and when Purchaser is entitled to a return of the Option Fee in accordance with the terms and conditions of this Agreement, the Escrow Agent shall deliver the Option Fee to Purchaser; provided, however, that the Escrow Agent shall not release the Option Fee until ten (10) days after the date on which the Escrow Agent shall have delivered a copy of Purchaser's notice and demand to Seller, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from Seller. Upon receipt of a notice of objection, the Escrow Agent shall promptly deliver a copy thereof to Purchaser.
- d. If and when Seller is entitled to the Option Fee in accordance with the terms and conditions of this Agreement, the Escrow Agent shall deliver the Option Fee to Seller; provided, however, that the Escrow Agent shall not release the Option Fee until ten (10) days after the date on which the Escrow Agent shall have delivered a copy of Seller's notice and demand to Purchaser, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from Purchaser. Upon receipt of a notice of objection, the Escrow Agent shall promptly deliver a copy thereof to Seller.
- e. The Escrow Agent shall not be liable to any of the parties for any act or omission, except for bad faith or gross negligence, and the parties hereby agree to indemnify the Escrow Agent harmless from any claims, damages, losses or expenses arising in connection herewith (including attorney's fees). The parties acknowledge that the Escrow Agent is acting solely as a stakeholder for their convenience. In the event of a dispute between the parties, the Escrow Agent shall not be bound to release and deliver the Option Fee to either party but may either continue to hold the Option Fee until Escrow Agent is otherwise directed in writing signed by all parties hereto, or by a final non-appealable judgment of a court of competent jurisdiction, or Escrow Agent may deposit the Option Fee with the clerk of any court of competent jurisdiction. Upon such court deposit, the Escrow Agent will be released from all duties and responsibilities hereunder.
- f. The Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it in respect of the Premises or the subject matter of this Agreement unless requested to do so by Purchaser or Seller and indemnified to its satisfaction against the cost and expense of such defense (including attorney's fees). Escrow Agent shall not be required to

institute legal proceedings of any kind and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectability of any check delivered in connection with this agreement. Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper parties.

12. PREMISES SOLD "AS IS". Purchaser has inspected the Premises and is thoroughly familiar with the physical condition thereof. Seller has not made and does not make any representations as to the physical condition thereof other than as heretofore set forth herein. Seller has not made and does not make any representations as to the physical condition, topography, drainage, or soil conditions, subdivisions, zoning, acreage, expense of operations or any other matter or thing affecting or related to the Premises except as herein specifically set forth, and Purchaser hereby expressly acknowledges that no such representations have been made, and Purchaser further acknowledges that Purchaser has inspected the Premises and agrees to take the property in its present condition "AS IS."

13. BROKER. Each party hereby represents and warrants to the other that there was no broker, finder or person acting as such in any way instrumental or having any part in bringing about this transaction, and Seller agrees to pay the real estate commission if, as and when title closes, pursuant to the terms and conditions of a separate agreement. Each party covenants and agrees to indemnify and hold the other party harmless from and against any loss, cost, damage, expense (including reasonable attorneys fees and expenses) or liability resulting from any claims that may be made against the other by any other broker, finder or other person claiming a fee or other compensation in connection with this transaction arising from the acts of the indemnifying party. The provisions of this Paragraph shall survive delivery of the deed hereunder or the earlier termination of this Agreement.

14. CONDEMNATION.

- a. If after the date this Agreement becomes effective and prior to the Closing Date there is a taking of less than ten percent (10%) of the Premises in eminent domain proceedings or under threat of condemnation, and such taking will not, in the reasonable opinion of Purchaser, prevent or interfere in a material way with the development of the Premises as described in Paragraph "4(a)" above, Purchaser shall perform its obligations under this Agreement and purchase the Premises. If during such period of time there is a taking of ten percent (10%) or more of the Premises as aforesaid, or if such taking will prevent or interfere with the development of the Premises as described in Paragraph "4(a)," Purchaser shall have the option of complying with the terms of or terminating this Agreement. If Purchaser is obligated hereunder to purchase the Premises or, if granted an option to terminate, elects not to terminate this Agreement, Purchaser shall remain obligated to perform its obligations under this Agreement, and Seller shall at the Closing deliver to Purchaser any part of the condemnation award collected by Seller and assign to Purchaser rights to any part of the award not yet collected, in each case attributable to Seller's interest in the Premises. For the purposes of this Agreement, a taking in condemnation

shall mean the vesting of fee title to any part of the Premises in governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed delivered in lieu or in contemplation thereof. If this Agreement is canceled pursuant to the provisions of this Paragraph the Deposit paid by the Purchaser pursuant to Paragraph "3(a)" above, shall be returned to Purchaser, whereupon this Agreement shall terminate and neither party shall have any liability to or claim against the other, whether at law or in equity.

- b. Purchaser agrees that the election granted to Purchaser under this Paragraph to terminate this Agreement shall be conclusively waived by Purchaser and of no force or effect unless Purchaser elects to terminate this Agreement by notice to Seller and Escrow Agent within sixty (60) days after Purchaser is notified by Seller of a taking that authorizes such election, such notification to include a specific description of the parcels to be taken and whether the taking is in fee, easement or otherwise.

15. DEFAULT.

- a. Breach by City. In the event that the City shall fail to consummate the transaction contemplated by this Agreement for any reason (except Purchaser's breach or default under this Agreement or a termination of this Agreement by Purchaser or City pursuant to a right to do so under the provisions hereof), Purchaser, as Purchaser's sole and exclusive right and remedy, may either: (1) terminate this Agreement and receive a refund of the Deposit and the reasonable costs of title, fees, engineering costs and reasonable counsel fees paid in pursuit of the municipal approvals; or (2) pursue the remedy of specific performance.
- b. Breach by Purchaser. In the event that Purchaser defaults in the performance of this Agreement including delivery of the Deposit or fails to consummate the transaction contemplated by this Agreement, the City may terminate this Agreement and thereupon City shall be entitled to receive and retain the Deposit as Seller's sole remedy and relief hereunder (except for the surviving obligations, if any).

16. MISCELLANEOUS.

- a. Benefits. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, the Seller and the Purchaser, and their respective successors and assigns.

b. Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire Agreement between the Purchaser and the Seller with respect to the transactions contemplated herein; and no party shall be bound by nor shall be deemed to have made any representations, warranties or covenants except those contained herein. This Agreement cannot be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom the enforcement or any modification, change, discharge or termination is sought.

c. Captions. The captions of the Paragraphs and subparagraphs of this Agreement are for convenience and reference only, and are not to be considered in construing this Agreement.

d. NOTICES AND DEMANDS.

i. Any notices, request, instrument or other document to be given hereunder shall be in writing and, shall be delivered personally or sent by certified, registered or express mail, return receipt requested, as follows:

If to the Purchaser: Newburgh Commercial Development Corp.
333 Broadway
Newburgh, NY 12550

If to the City: City of Newburgh
Attn: City Manager
83 Broadway
Newburgh, NY 12550

with a copy to: City of Newburgh
Attn: Corporation Counsel

83 Broadway
Newburgh, NY 12550

ii. Each party may change its address for the purposes of this Paragraph by giving written notice of such change to the other party in the manner herein provided. If this Agreement provides for a designated period after a notice within which to perform an act, such period shall commence on the date of receipt or tender of the notice. If this Agreement requires the exercise of a right by notice on or before a certain date or within a designated period, such right shall be deemed exercised on the date of mailing or tender of the notice pursuant to which such right is exercised.

- e. Severability. In case any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement.
- f. Invalidity of Certain Provisions. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and every provision of this Agreement shall be enforceable to the fullest extent permitted by law.
- g. Governing Law. This Agreement has been negotiated and executed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York.
- h. No Waiver. The failure of Seller or Purchaser to seek redress for violation of, or to insist on the strict performance of, any term, covenant or condition of this Agreement, shall not be deemed a waiver of any such party's rights hereunder nor prevent a similar subsequent act from constituting a default under this Agreement.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- j. Expenses. Each of the Purchaser and the Seller shall pay its respective legal, accounting and other fees in connection with this Agreement, including expenses incurred in connection with the purchase of the real property.
- k. Merger. Seller is not liable or bound in any manner by express or implied warranties, guaranties, promises, statements, representations or information pertaining to the Premises, made or furnished by any agent, employee, servant, or other person representing or purporting to represent the Seller, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein. It is understood and agreed that all understandings and Agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their Agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.

Remainder of this Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

Seller:
The City of Newburgh New York

By: _____
Name: James A. Slaughter
Title: Interim City Manager

Purchaser:
Newburgh Commercial Development Corp.

Name: Vincent Cappelletti

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

On the _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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.

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

On the _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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.

SCHEDULE A

All those certain lot, piece or parcel of land of land, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, being bounded and described as follows:

BEGINNING at a point in the
[to be inserted upon subdivision approval]

SCHEDULE "B"

PERMITTED EXCEPTIONS

1. Current taxes not yet due and payable.
2. Any state of facts which an accurate survey would show provided the same do not render title unmarketable.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as to use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental body, provided the same do not prohibit the contemplated environmental remediation and commercial redevelopment of the Premises.

OPTION TO PURCHASE AGREEMENT

Between

The City of Newburgh, NY

With

Newburgh Commercial Development Corp.

Date of Contract: _____, 2013

RESOLUTION NO.: 246 - 2013

OF

NOVEMBER 25, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXTENDING THE TERM OF JAMES SLAUGHTER
AS INTERIM CITY MANAGER OF THE CITY OF NEWBURGH
PURSUANT TO SECTION C5.01 OF THE CITY CHARTER

WHEREAS, by Resolution No.: 107-3013 of June 5, 2013, the City Council of the City of Newburgh appointed James Slaughter to the position of Interim City Manager pursuant to City Charter Section C5.01; and

WHEREAS, under City Charter Section C5.01 the Interim City Manager may not serve more than six months unless the Council, by resolution, certifies the necessity for the continuation of the Interim City Manager and sets forth the reasons why a new City Manager has not been appointed; and

WHEREAS, this Council certifies that it is necessary to continue the term of James Slaughter as Interim City Manager because the process for selecting a new City Manager is not complete and is continuing to include the participation of the recently elected council members from the newly created wards;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the term of James Slaughter as Interim City Manager be and is hereby continued pursuant to Section C5.01 of the City Charter for a period no longer than six (6) months and continued to be compensated for the term of the appointment at a salary of \$120,000.00.

Councilwoman Lee reiterated that she hopes the council is going to offer him a contract appointing him as the full-fledged city manager.

Councilman Brown remarked that he takes this job very seriously, and anybody in this room who comes to these meetings will tell you that. He does not make decisions based on color. He is an African American man and so is James Slaughter. Brown's decision *not* to vote for Slaughter had nothing to do with race. He dares anybody to suggest that we should hire Slaughter because

he is Black. Brown stated that represents the people of the City of Newburgh, as a Black Man. How dare anyone question *who* he is and *what* he is? No one at this table can buy his vote. His vote is based on his knowledge and understanding of the facts.

If a person did not sit in on the interview and know how Slaughter responded to interview questions, then no one has any right to send him an email, in such a way that it was sent. Brown took offense to the email. Brown stated that he is looking for something different in a city manager. Slaughter is not the one. Brown is glad that he is here on time. If anybody in this room has something to say about him, Brown remarked that he walked in here by himself and he is walking out of here by himself. Anybody who wants to meet him outside after the meeting could meet him.

Mayor Kennedy responded to the uproar in the room. She stated that we need to keep decorum. We are on a very touchy subject. As she stated before, we have a process in place. We are not changing it *on the fly*. She recalled that people came before this council last year and made a whole bunch of claims about a city manager and why we should have kept that current city manager. Many people come here and demand that the council act on certain things. Often times they do not know all of the background facts. She asked that we all be patient and let the council go through the process. Having additional input on a subject is never a bad thing. We have a new city council coming onboard, and we want to make good decisions for the future. People keep accusing her and Brown of cooking up some other plan on this matter. This is certainly not the case. They rarely even get a chance to speak, because they are both so busy. Everybody seems to make up their minds about what she and Brown are plotting. The truth is they are not doing anything.

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.: 247 - 2013

OF

NOVEMBER 25, 2013

**A RESOLUTION ADOPTING THE BUDGET
FOR THE FISCAL YEAR 2014**

WHEREAS, the City Manager, on October 15, 2013, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the “Manager’s Proposed Fiscal Year 2014 Budget” and the “Manager’s Proposed Personnel Analysis Book” of same date, of *revenues* and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2014; and

WHEREAS, such detailed estimates has been filed in the City Clerk’s Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 12, 2013 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller’s budget review report #B6-13-21 dated November 20, 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2014 as appears in the annexed “City Council Adopted Fiscal Year 2014 Budget” November 25, 2013; and

BE IT FURTHER RESOLVED, that the sum of \$19,862,564 be levied and raised on account of City taxes for the year 2014 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being \$564,414,576 for Homestead Properties and \$386,837,348 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of \$19,862,564 to be extended and apportioned on said assessment roll at \$18.4731 for Homestead properties and \$24.3928 for Non-Homestead

Properties on every \$1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2014 is as set forth in Section 163-3 of the City Code of Ordinances; and

BE IT FURTHER RESOLVED, that the City *Collector* is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 3rd day of January 2014, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 2nd day of January 2014, and collect up to and including the 5th day of February 2014, without fees, and to add 5% from the 6th day of February 2014, up to and including the 2nd day of April 2014.

The second installment commencing on the 3rd day of March 2014, and collect up to and including the 8th day of April 2014, without fees, and to add 5% from the 9th day of April 2014, up to and including the 2nd day of June 2014.

The third installment commencing on the 1st day of May 2014, and collect up to and including the 5th day of June 2014, without fees, and to add 5% from the 6th day of June 2013, up to and including the 30th day of July, 2014.

The fourth installment commencing on the 1st day of July 2014, and collect up to and including the 7th day of August 2014, without fees, and to add 5% from the 8th day of August 2014, up to and including the 29th day of September, 2014.

In addition thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the Key Bank of NY, N.A., Bank of America, TD Bank, Citizens, or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

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

OLD BUSINESS

There was no *old business* to discuss.

NEW BUSINESS

There was no *new business* to discuss.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY
BUSINESS

Martin Colavito spoke on behalf of *Team Newburgh*. He thanked the entire council and staff, and everybody who has been meeting with them. It is coming along. He is more than willing to answer any questions that people may have regarding the program.

Megan Dubois-O'Connor spoke on behalf of *Power Against Tobacco*. She echoed the same sentiments. This has been going on across the state. She thanked the council for its ongoing support. She hopes that the council will vote on it by the end of the year.

Tracy Reese asked the mayor about the halt of the Christmas Outreach project. Did anybody do any research on the organization first? She attended the training. The leaders of this city have a tendency to throw us under the bus. This is why our city is like it is. You build up the morale and then you stomp people down. She pointed out that there are families that saved their money to buy their children things for Christmas. Since all of that stuff was promised to the families, they ended up spending their money on other things. Also part of the problem is that we continue to bring in outside people to do things.

Mayor Kennedy interjected that she is not the *J* of JB Enterprises. The *J* (James) disappeared. That is what happened. He left town and did not follow through with all of the things that he promised- i.e. the contracts and the product. We are putting a plan in place now. An entire group of us are working together on another event for December 21st. We are trying to do what we said we would do. Please keep in mind that this was a community outreach to give something to people for free. It was not a city council event. There was no city council discussion about it.

Jesse Blackman recalled that he came before the council a little over a year ago concerning his properties at 213 North Miller Street, 212 Dubois Street and 214 Dubois Street. He presented paperwork to the council on more than one occasion. He decided to change his life by purchasing a home and getting into real estate. From the day he purchased City property, it has been a nightmare. Now he accredits his bank and credit problems to the City of Newburgh. Blackman stated that he saw some hope when he brought the problem before *this* council. He was told that something would be done about it. But a year later, nothing has changed. Now there has been rumors spread

about how his bank would do damage to the city. He asked the council to please return what was promised to him.

Mayor Kennedy stated that the last thing she has heard is that we have a contract ready for Blackman to sign.

Darlene Griffin asked the council if we still have a leash law on the books. She mentioned that her neighbor was walking her dog and the dog was attacked by a pit bull that was unleashed. Also, she approves of all of the work that the council doing, but she never hears anyone talking about a committee to go out and scout some major companies to come into Newburgh and bring jobs.

Mayor Kennedy pointed out that we do have a leash law, although it is not enforced very well. Also, we have the *River of Opportunities*. We could discuss it further.

Councilman Dillard commented that there is a lot of misinformation being given out.

Orange County Legislator (6th Legislative District) Patrick Berardinelli pointed out that he was here last month, and it was not a pleasant experience. But he was here with a purpose. He has been working on a resolution to allow the City of Newburgh to install red light cameras. He thanked our police chief for his input. The resolution has now been signed with the Orange County Legislature, the Town of Newburgh, and he has a letter that he wrote to the Governor along with 900 petitions that he has received so far. He is hoping that the City of Newburgh will be a model for New York State. Also the residents on Dupont Avenue are still having a problem with cars speeding down the street. They do not want to see one of their children hit by a car. They need adequate signage. If you need someone to put them up then he would be more than happy to do that. He stated that there is still time for the council to put together a resolution and send it up to Albany.

Mayor Kennedy remarked that she has already talked to Assemblyman Skartados and Senator Larkin to discuss the red light cameras. She has not forgotten about it. We can, in fact, put a resolution on our next agenda to add weight to the County's resolution.

Natasha Cotton stated it is very heartbreaking to hear about the Christmas event being postponed. She visited the people at Transformation Life Center personally, because she was a little apprehensive about the program. They do not have a terrible spirit. She had a chance to sit down with them and eat with them, and they are not that type of people. Things are

doomed to happen in Newburgh because we don't sit down and work together. This is the most unprofessional council table she has ever seen in her life. Cotton stated that she voted for Councilwoman Lee, yet it has become the greatest disappointment to her. Second, Massive One Entertainment has begun a toy drive to try to salvage some of the spirit of Christmas for the families. Yet, Christmas is supposed to be about *Christ*. It is not about getting stuff. If this is what it took to get people together, then she is disappointed anyway.

Pastor Cano stated that he left the City of Newburgh and God brought him back for a reason. He is not defending the council, but he informed us that he was a part of the Christmas project along with the other churches. It is sad that it had to take something like that to unite the people. If we could work together then we can make a change. Just because the organization is no longer coming to Newburgh does not mean that we can not move forward.

Cynthia Beadle stated that she has lived here for over fifty years. Her only concern about the Christmas project was to be able to provide answers to calls that she has been receiving. It is a sad reason to come together. But it is also a sad reason to have somebody think that they are going to receive something, only to be let down.

Brenda McPhail knows that we are all upset about the love outreach. But we have to stop looking for handouts too. Second, she is not in favor of the extension of Slaughter's interim term. He has shown us what he is capable of doing. He represents our city. As a people, we have to go out and vote. It is up to us to put into office who we want to see as a city manager.

Janet Gianopolous mentioned that that it is important that the search for city manager be an open process. She stated that the mayor mentioned a *brain trust* earlier. Some of us have heard that some people have been assembled to sift through some of the candidates and make recommendations. If it is known who these people are, and if any conflicts of interests are known ahead of time, then the process might work. But the council should think about this. Second, she would like council oversight on a law enacted that regulates city employees who sit on boards and commissions. How does this law apply to city employees participating on things, such as the Newburgh Community Land Bank?

Mark Coolidge stated that he was here two weeks ago and he never received any answers. He demanded to know who put together a list of names of his family members and who approved the list? Why would the list include certain family members that have never even attended these meetings? He alleged that this list names individuals as "Cop Killers." His name was on the

list. Yet, he stated that he has been the one trying to keep his family calm the whole time. If he does not get answers, then he is going to put a team of lawyers together and demand answers. He stated that his name does not belong on any list, and he has never made any threats to anyone. Second, another young man was shot and killed in Middletown. When are we going to start putting cameras on police officers' guns? Military guns have cameras on them. Why can't we do the same thing?

Dick Peterson remarked that if someone from the city could contact the United States Marine Corps, they have a *Toys for Tots* program. It is going to be held one month from today, and the toys are brand new. He suggested we get our lists in, and include the age groups. This would help solve our problem. Last year the program brought in five crates of new toys that had to be taken back to the Marine Corps due to excess. Second, he stated that contrary to the belief that Newburgh hasn't changed, it has changed tremendously. He has been here for sixty-eight years. He feels that the change has been for the better, because we did not always culturally identify with the decision makers who sat at the table.

Barbara Smith commented that there is an elephant in the room that has to be discussed. We talk about the idea of an open process in selecting a city manager. But what is the process with regard to an appointed City Court judge? Is there any form of process available, in which, the people may get an idea as to what this person is all about? How is he going to benefit our city with the problems that we are having with our City Court? How do we stop this spinning door policy that we have with people coming in and out of court and doing the same thing over and over again? She mentioned that we have a candidate for City judge that was, in the past, a Legal Aid attorney. She is concerned about what is done when we have an offender coming before a judge that may have represented by him in the past. Is there a mechanism in place to deal with the conflict stemming from the people whose salaries we pay, who must also serve our code compliance and other miscellaneous crimes that occur in the city?

Second, she filed an ethics complaint with respect to the conduct of the city council. The same person who is up for a seat as judge happens to be on her ethics board. Can she expect this person to rule against the very people that he is looking forward to appointing him?

Councilwoman Lee remarked that she hopes that this does not mean that she did not have to have a half-hour discussion with Mr. Williams about Smith's complaint.

Pauline Dillard stated that she took offense to Councilman Brown's previous remarks. She does not think that people in the room really want Mr. Slaughter to be hired because he is Black. If that is the reason, then we have had many Caucasian city managers in the past, and look at the state this city is in. She is not stating that they were not good people, but perhaps we should give a Black man a chance. Maybe he would understand us. Dillard stated that for Brown to sit up there and bully people like he usually does, she feels personally insulted.

Pastor Rosie remarked about the idea of an attorney becoming a City Court judge. She stated that she has had an incredible experience with Eddie Williams working with the youth in this city. She has seen him work in the courts too. She feels that he is an exemplary man to appoint. He loves this city and he loves our youth. He is a righteous man, and one of great character. We would be very blessed to have this man appointed as judge.

Lilliam Harris stated she is sorry for the situation that occurred with the love outreach. She was hoping to see something too, but she does not fault the council. It was something that was initiated by the churches. Second, with respect to the judges, what do you do when everyone knows you? Harris had a landlord-tenant issue. She had to wait for a judge from another area to be obtained, because both judges know her. Meanwhile her tenants remained in her home for two additional months. Perhaps we could implement a seat for a third judge who does not live in Newburgh.

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

PROCLAMATION

Mayor Kennedy proclaimed November 30th, 2013 as *Small Business Saturday*. She introduced Tiombe Carter, President of the Newburgh Professional and Business Association. Kennedy is delighted that we now have representatives for our businesses. These businesses are getting a voice in city government.

Tiombe Carter stated she is very excited about Small Business Saturday. She encouraged everyone to come out and shop at our local stores on Broadway and Liberty Street. There are almost 200 retail businesses in our city. It would be a great boost to them to come out and shop locally. Spend your money with the people that you live with.

She distributed shopping bags to the audience. She urged us to look for businesses that have the logo, as they will be having special promotional sales for the day. There are going to be student performers from Newburgh Free Academy at various sites throughout the city. The event will run between the hours of 12 Noon and 5 P.M. It looks to be a great day to spend your money in the City of Newburgh.

James Slaughter pointed out that he is going to suspend metered parking to encourage economic activity for the day.

City of Newburgh Proclamation

“Small Business Saturday”

November 30, 2013

Whereas, small business is the cornerstone of our free enterprise system and since the birth of this country has represented opportunity, independence, and the fulfillment of dreams for generations of Americans; and

Whereas, small business owners work long hours, juggle family and career responsibilities, serve as community volunteers, and are integral to the vitality of our country and our community; and

Whereas, "Small Business Saturday" is a day to celebrate and support small businesses that create jobs, boost the economy and invigorate neighborhoods around the country, and to urge everyone to Shop Local;

Therefore, I, Judith L. Kennedy, Mayor, proclaim November 30, 2013 as “Small Business Saturday” in Newburgh, New York; and

Furthermore, I am announcing the suspension of metered parking on “Small Business Saturday” to allow our citizens to celebrate the accomplishments of small business owners and their employees and to encourage local shopping.

JUDITH L. KENNEDY, MAYOR

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Angelo stated that for the last few weeks she has been hearing comments about the Baseball Hall of Fame. She discussed this, at length, with the city manager. They talked about rejuvenating the inside of the building, and perhaps turning it into a museum for other people to enjoy. Also perhaps we could get a few dollars from Community Development to put proper signage on the building. Second, the wreaths are up in time for Thanksgiving. Also we have three Christmas trees look at. We will have the tree lighting ceremony, complete with presents and candy canes for the children. If anyone would like to assist with the donations, then please see her.

Councilman Brown recalled that evening when many residents came up to the microphone in support of the last city manager. They quoted all kinds of Scriptures in their hearts. *But you were wrong!* There are a few people at this table who were wrong too. Brown wants to make sure that we do not make that same mistake twice. Brown is not saying that this man is out there doing the same thing that the other man was doing. But he does not have what he thinks it takes to run this city. Brown stated that Slaughter is an excellent *planner*. That is why we hired him. Councilman Brown is looking for another candidate- *Black, White or Indifferent*.

Brown stated that when he looks at a person's resume, he does not look at the color of the applicant. He looks at the person's qualifications. When he is in an interview, he takes time to listen to what the person is saying. Brown stated that when he sat in on Slaughter's interview, the answers provided were those of a *planner*. He has excellent ideas to plan this city, but it takes more than just a planner to run this city. This is part of the reason why he decided not to vote for Slaughter.

Brown is infuriated by the fact that the email was circulated. The email makes a reference to *Rally the troops*. There is some more content in the email. He was going to read it tonight, but he did not have time. If anybody would like a copy of it, then just contact him. The bottom line is that it was degrading. And to him, it was racist and discriminatory. Brown stated that he does not vote like that. He votes for the *best* person. He made the mistake with Mr. Herbek and gave him a chance. Brown state that he has a responsibility to the people of the City of Newburgh to make sure that the best person sits in the seat. And if it is left up to him, that is exactly what is going to happen.

Councilman Dillard read a statement he made about the Mid-Broadway Redevelopment project. He commented about the positive effects of the

project, including the accessibility of a neighborhood supermarket and the creation of forty full-time and part-time jobs for city residents. (SEE STATEMENT ATTACHED) Dillard stated that he will be leaving the council at the end of the year. He thanked the people for their support when they voted on Election Day, and allowing him to become the Elected County Legislator for the 4th Legislative District of Orange County, New York.

Dillard pointed out that he has witnessed a lot of good things on this council. And he has seen a lot of good things, especially with our children. The youth have come to the meetings on numerous occasions, and they have displayed the maturity that we, as adults, do not always display. If the city council continues to roll down a "slippery slope," as the mayor has stated before, then the City of Newburgh will have no room for advancement. Dillard stated that he will do everything in his power to bring some harmony and some things from the County that the City of Newburgh truly needs.

Councilwoman Lee defended the NAACP and the Congress of Racial Equality. She learned things from these two organizations that she could not have learned anywhere else. She found old letters from her father and her aunt to then Mayor Lindsay of New York City about police brutality and job discrimination. She realized that everything she has learned in her life is at the forefront of everything she needs to know as a professional. Sitting on the council she sees things from a different perspective. She has heard people mention the fact that we have a predominantly Black council in "this Bi-racial City." Lee stated that she holds steadfast to being fair and equal. Yet make no mistake about it, she knows *who* she is and *where* she comes from. Lee stated that she is not leaving that emotional space.

Lee pointed out that she received a call over the weekend telling her how racist she is because she refuses to appoint a White man. It is a truism that when she looks around City Hall, it is predominately White. She never said that they are not nice people. But she also knows that there are people who have applied for positions and have been denied employment. *Why* this is, is another question. You can not have a municipality that is one race, and then claim that there is no discrimination. So we need our groups, and we need our people to continue to speak out. Lee added that there are many White people who spoke in support of Mr. Slaughter. They felt that he should be given serious consideration as the city manager due to his skills, not because he is Black.

Lee stated that she has been black balled before. Stop calling her and stop calling Mr. Sussman to tell him how racist she is. She will *not* listen to anyone tell her how Eddie Williams can't chew gum and walk at the same time, or that he has worked at Legal Aid. *All* of them have worked at Legal Aid

at some point in their careers. That is part for the course. *If* she were looking to appoint individuals because they are Black, then she has enough nerve to do it. Lee stated that she does not have to hide her hand. *If* that is what she is about, then she'll do it and people will just have to scream. When bigots sit at the helm, they have enough nerve enough to do it.

Just to show everybody how racist Lee is she stated that she wants lower Broadway to be named in honor of Regina Angelo. Angelo decorates the city every year. Second, a portion of Walsh Road should be named in honor of her sparring partner, Lillie Howard. Even when the two of them do not agree about the Housing Authority, Howard is still out there working hard for the community. She would like the council to start naming things in honor of our senior citizens who stand up and do something for the community. Let's spend time focusing on what is right. Lee mentioned that she read the email that was sent to Councilman Brown. The content of the email called it like it is.

Mayor Kennedy commented about the Christmas Outreach. About two months ago she met with an organization that wanted to help the city. One month later they came with another person who had joined forces with them. The new person that had come on had said that he had connections to large corporations. They asked the mayor if she would support them. Knowing how much this community is in need, she wanted to help. She and Betty Lewis and a whole group of volunteers had put hours and hours of work into this, sometimes until 3:00 A.M. Initially it looked as though everything would work out as planned. Yet about a week ago Mayor Kennedy started getting uneasy about some things. She started demanding certain kinds of paperwork and documents. Finally she drew the line and stated that if she did not have these documents by last Friday, then she intended to pull the plug on it.

When Friday's training was over, the man who was at the head of the program disappeared. He did not have the ability to deliver what he promised this city. So she was forced to make a decision Saturday morning. She acknowledged that it happened. She is not going to try to cover it up or make up some line about it. Yet, out of this situation there is a group of people that really care about Newburgh and who are reaching out to families right now. Kennedy has also reached out to the U.S. Marine Corps *Toys for Tots* program. Registration is necessary. We are continuing what we are doing here in the city. It is going to be on a smaller scale. Registration for that is necessary too. Bless the people who have their hearts in the right place and want to create some solution for the people. Hopefully this answers everybody's questions about the outreach.

Mayor Kennedy mentioned that she has been a member of various anti-discrimination organizations for many years, including the NAACP. She has

never been exposed to so much discrimination, than the day she came to this city. There is so much diversity here that we must embrace each other. All of these walls and boundaries that we have built up around us have to come down. We are never going to move ahead as long as we are carrying these resentments. The race issues exist, but it is not all about race. It is about a lot of things. She knows she may not always get it right, because she is not perfect. But neither is anyone else. We need to start working these things out *together* without all of the shouting matches that continue to occur.

She applauded *Team Newburgh*. We have to do something about all of the drug paraphernalia in our city. The *Leash Law* is something else we need to get a hold on. Lastly, she is very pleased that they passed the budget this evening.

There were no additional comments at this time.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:20 P.M.

Respectfully Submitted,

**KATRINA COTTEN
DEPUTY CITY CLERK**