

A regular meeting of the City Council of the City of Newburgh was held on Monday, February 23, 2015 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Pastor Michael McLymore with Life Restoration Church followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown (arrived after Roll Call), Councilwoman Holmes, Councilwoman Lee (arrived after Roll Call), Councilwoman Mejia – 7

COMMUNICATIONS

Councilwoman Abrams moved and Councilwoman Angelo seconded that the Minutes of the February 11, 2015 Council Meeting be approved.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Mejia, Mayor Kennedy – 5

CARRIED

CITY MANAGER UPDATE

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

PRESENTATIONS

The City Council presented Certificates of Achievement to the Newburgh Free Academy Track Team and Coach Malcolm Burks for their outstanding achievement in reaching a New York State record.

Acting Police Chief, Daniel Cameron and Lt. Thomas Murphy gave a presentation on Crime Prevention Through Environmental Design (CPTED) training.

City Comptroller, John Aber presented the Comptroller's Report for January, 2015. (copy attached)



City of Newburgh City Comptroller's Office

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John J. Aber
City Comptroller
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TO: Michael Ciaravino, City Manager
Mayor - Judy Kennedy
Councilman – Cedric Brown
Councilwoman – Regina Angelo
Councilwoman – Gay Lee
Councilwoman – Genie Abrams
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia

FROM: John J. Aber, City Comptroller

DATE: February 23, 2015

SUBJECT: City of Newburgh Financials – January 2015

Below are the highlights of the City of Newburgh Revenue and Expenses for the period of January 31, 2015 (FY2015).

General Fund Revenue

During the month of January 2015, the City of Newburgh collected \$3.3 million compared to the annual revenue budget of \$42.9 million. Of \$3.3 million collected, \$2.5 million was for Real Property Taxes and PILOT Payments. The remaining \$800k is fund balance transfer and Departmental Income. We collected \$25k more this year than we did same time last year.

General Fund Expense

For the month of January the City of Newburgh expended \$4.4 million including \$104k in FY2014 encumbrances that rolled into FY2015. As we continue to close out FY2014, these encumbrances will be cancelled, accrued back to FY2014 or charged against the FY2015 Departmental Budgets. The official close for FY2014 will occur in May, after our auditors complete the audit and issue a financial statement to the City Manager and the City Council.

Overall Departmental expenses are in-line with the approved budgets with the exception of the Police Department. Based upon current spend rates, the Police Department is anticipated to exceed their overtime budget by \$375k. I have already spoken to Acting Police Chief Cameron. He is aware of the situation and has already begun to take steps to control overtime spending.

As requested by Councilman Brown, I have identified \$50k in the budget that will be used to procure body cams for the Police Dept.

Enterprise Fund Revenue

For the month of January 2015, the Enterprise Funds (Water, Sewer and Sanitation) generated \$768k in revenue.

Water and Sewer bills for FY2015 1st quarter are not scheduled to go out until April 2015, thus with the exception of employee health contributions, there have been no revenue generated at this point in time.

The Sanitation Fund collected \$765k for the month of January. This represents 23% percent of the total budgeted for FY2015.

Enterprise Fund Expense

For the month of January 2015, Enterprise Funds expended \$1 million plus \$130k in FY2014 rollovers. All three Enterprise funds are projected to spend within their FY2015 Adopted Budget.

Trust and Agency Accounts

- **Misc Donations**
 - CAC (former Shade Tree) - \$845
 - National Night Out - \$0
 - Gun Buyback - \$1,535
 - Misc Fire Dept - \$1,847

- **Police**
 - Police Evidence - \$88,727
 - Federal Seizure - \$17,167
 - State Seizure - \$8,036
 - Police Bicycle - \$552
 - Police Donations - \$187

- **Celebrations**
 - Puerto Rican Day - \$80
 - International Festival - \$8,102

- Quadricentennial - \$2,000
- Fireworks - \$2,634
- Memorial Day - \$91
- Trunk or Treat - \$0

Revenue Description	Department Name	2014				2015				
		Revenue General Fund		Revenue General Fund		Revenue General Fund		Revenue General Fund		
		Activity	Adjusted Budget	% to budget	Activity	Adjusted Budget	% to budget	Activity	Adjusted Budget	% to budget
Revenue Description	Department Name	Activity	Adjusted Budget	% to budget	Activity	Adjusted Budget	% to budget	Activity	Adjusted Budget	% to budget
Appropriated Fund Balance		\$ 736,000	\$ 736,000	100.00%	\$ 736,000	\$ 736,000	100.00%	\$ 736,000	\$ 736,000	100.00%
Appropriated Fund Balance		\$ 736,000	\$ 736,000	100.00%	\$ 736,000	\$ 736,000	100.00%	\$ 736,000	\$ 736,000	100.00%
Real Property Taxes	Tax Collector	\$ 2,436,085	\$ 19,862,564	12.26%	\$ 2,497,007	\$ 19,462,564	12.83%	\$ 2,497,007	\$ 19,462,564	12.83%
Real Property Taxes Total	Tax Collector	\$ 2,436,085	\$ 19,862,564	12.26%	\$ 2,497,007	\$ 19,462,564	12.83%	\$ 2,497,007	\$ 19,462,564	12.83%
Real Property Tax Items	Tax Collector	\$ 34,940	\$ 1,230,040	2.84%	\$ 26,944	\$ 1,211,969	2.22%	\$ 26,944	\$ 1,211,969	2.22%
Real Property Tax Items Total	Tax Collector	\$ 34,940	\$ 1,230,040	2.84%	\$ 26,944	\$ 1,211,969	2.22%	\$ 26,944	\$ 1,211,969	2.22%
Non-Property Taxes	Tax Collector	\$ 4,637	\$ 340,000	1.36%	\$ 7,683	\$ 550,000	1.40%	\$ 7,683	\$ 550,000	1.40%
Non-Property Taxes Total	Tax Collector	\$ 4,637	\$ 340,000	1.36%	\$ 7,683	\$ 550,000	1.40%	\$ 7,683	\$ 550,000	1.40%
Non-Property Tax Items	Tax Collector	\$ 12,211	\$ 11,095,000	0.11%	\$ 39,220	\$ 10,897,985	0.36%	\$ 39,220	\$ 10,897,985	0.36%
Non-Property Tax Items Total	Tax Collector	\$ 12,211	\$ 11,095,000	0.11%	\$ 39,220	\$ 10,897,985	0.36%	\$ 39,220	\$ 10,897,985	0.36%
Departmental Income	Assessor	\$ 50	\$ 1,300	3.85%	\$ 50	\$ 1,415	3.53%	\$ 50	\$ 1,415	3.53%
Departmental Income	City Clerk	\$ 6,952	\$ 87,960	7.90%	\$ 5,987	\$ 88,825	6.74%	\$ 5,987	\$ 88,825	6.74%
Departmental Income	Civil Service	\$ -	\$ 1,500	0.00%	\$ -	\$ 1,500	0.00%	\$ -	\$ 1,500	0.00%
Departmental Income	Comptroller	\$ -	\$ 700	0.00%	\$ -	\$ 700	0.00%	\$ -	\$ 700	0.00%
Departmental Income	Fire	\$ 318	\$ 300	105.83%	\$ -	\$ 300	0.00%	\$ -	\$ 300	0.00%
Departmental Income	Police	\$ 6,080	\$ 122,600	4.96%	\$ 19	\$ 106,240	0.02%	\$ 19	\$ 106,240	0.02%
Departmental Income	Recreation	\$ -	\$ 80,300	0.00%	\$ -	\$ 91,531	0.00%	\$ -	\$ 91,531	0.00%
Departmental Income	Tax Collector	\$ 2,025	\$ 253,284	0.80%	\$ 7,875	\$ 263,284	2.99%	\$ 7,875	\$ 263,284	2.99%
Departmental Income	Traffic Violations Bureau	\$ 220	\$ 108,000	0.20%	\$ 1,000	\$ 95,000	1.05%	\$ 1,000	\$ 95,000	1.05%
Departmental Income	Codes	\$ 9,420	\$ 745,000	1.26%	\$ 15,754	\$ 316,200	4.98%	\$ 15,754	\$ 316,200	4.98%
Departmental Income	Miscellaneous	\$ -	\$ 1,000	0.00%	\$ -	\$ 550	0.00%	\$ -	\$ 550	0.00%
Departmental Income Total		\$ 25,064	\$ 1,401,944	1.79%	\$ 30,684	\$ 965,545	3.18%	\$ 30,684	\$ 965,545	3.18%
Charges for Svcs to Other		\$ 20,000	\$ 179,166	11.16%	\$ -	\$ 179,166	0.00%	\$ -	\$ 179,166	0.00%
Charges for Svcs to Other		\$ 20,000	\$ 179,166	11.16%	\$ -	\$ 179,166	0.00%	\$ -	\$ 179,166	0.00%
Govt's Total		\$ 20,000	\$ 179,166	11.16%	\$ -	\$ 179,166	0.00%	\$ -	\$ 179,166	0.00%
Use of Money & Property		\$ 13,221	\$ 123,000	10.75%	\$ 1,246	\$ 128,500	0.97%	\$ 1,246	\$ 128,500	0.97%
Use of Money & Property		\$ 13,221	\$ 123,000	10.75%	\$ 1,246	\$ 128,500	0.97%	\$ 1,246	\$ 128,500	0.97%
Licenses & Permits	City Clerk	\$ 11,850	\$ 76,500	15.49%	\$ 1,453	\$ 63,500	2.29%	\$ 1,453	\$ 63,500	2.29%
Licenses & Permits	Traffic Violations Bureau	\$ -	\$ 45,000	0.00%	\$ -	\$ 200	0.00%	\$ -	\$ 200	0.00%
Licenses & Permits	Codes	\$ 2,334	\$ 146,200	1.60%	\$ 6,560	\$ 141,000	4.65%	\$ 6,560	\$ 141,000	4.65%
Licenses & Permits Total		\$ 14,184	\$ 222,700	6.37%	\$ 8,013	\$ 204,700	3.91%	\$ 8,013	\$ 204,700	3.91%
Fines and Forfeitures	Police	\$ -	\$ 86,000	0.00%	\$ -	\$ 81,000	0.00%	\$ -	\$ 81,000	0.00%
Fines and Forfeitures	Traffic Violations Bureau	\$ 32,805	\$ 535,000	6.13%	\$ 15,155	\$ 600,254	2.52%	\$ 15,155	\$ 600,254	2.52%
Fines and Forfeitures	Codes	\$ -	\$ 45,000	0.00%	\$ -	\$ 45,000	2.09%	\$ -	\$ 45,000	2.09%
Fines and Forfeitures Total		\$ 32,805	\$ 666,000	4.93%	\$ 15,155	\$ 726,254	2.09%	\$ 15,155	\$ 726,254	2.09%
Sale Prop & Compensation for		\$ 34	\$ 517,000	0.01%	\$ -	\$ 251,497	0.00%	\$ -	\$ 251,497	0.00%
Sale Prop & Compensation for		\$ 34	\$ 517,000	0.01%	\$ -	\$ 251,497	0.00%	\$ -	\$ 251,497	0.00%
Loss Total		\$ 34	\$ 517,000	0.01%	\$ -	\$ 251,497	0.00%	\$ -	\$ 251,497	0.00%
Miscellaneous		\$ 9,895	\$ 120,000	8.25%	\$ -	\$ 95,000	0.00%	\$ -	\$ 95,000	0.00%
Miscellaneous		\$ 9,895	\$ 120,000	8.25%	\$ -	\$ 95,000	0.00%	\$ -	\$ 95,000	0.00%
Interfund Revenue	General Fund Services	\$ -	\$ 2,395,316	0.00%	\$ -	\$ 2,334,712	0.00%	\$ -	\$ 2,334,712	0.00%
Interfund Revenue	General Fund Services	\$ -	\$ 2,395,316	0.00%	\$ -	\$ 2,334,712	0.00%	\$ -	\$ 2,334,712	0.00%
State Funding		\$ -	\$ 4,839,656	0.00%	\$ -	\$ 4,839,656	0.00%	\$ -	\$ 4,839,656	0.00%
State Funding		\$ -	\$ 4,839,656	0.00%	\$ -	\$ 4,839,656	0.00%	\$ -	\$ 4,839,656	0.00%
Local Government	Public Safety	\$ -	\$ 105,000	0.00%	\$ -	\$ 25,000	0.00%	\$ -	\$ 25,000	0.00%
Local Government	Public Safety	\$ -	\$ 105,000	0.00%	\$ -	\$ 25,000	0.00%	\$ -	\$ 25,000	0.00%
Local Government Total		\$ -	\$ 118,000	0.00%	\$ -	\$ 25,000	0.00%	\$ -	\$ 25,000	0.00%
Local Government Total		\$ -	\$ 118,000	0.00%	\$ -	\$ 25,000	0.00%	\$ -	\$ 25,000	0.00%
State Aid-Transportation	Transportation	\$ -	\$ 355,000	0.00%	\$ -	\$ 355,000	0.00%	\$ -	\$ 355,000	0.00%
State Aid-Transportation	Transportation	\$ -	\$ 355,000	0.00%	\$ -	\$ 355,000	0.00%	\$ -	\$ 355,000	0.00%
State Aid-Transportation Total		\$ -	\$ 355,000	0.00%	\$ -	\$ 355,000	0.00%	\$ -	\$ 355,000	0.00%
State Aid-Transportation Total		\$ -	\$ 355,000	0.00%	\$ -	\$ 355,000	0.00%	\$ -	\$ 355,000	0.00%
Federal Aid-Public Safety	Public Safety	\$ -	\$ 2,201	0.00%	\$ 2,201	\$ 20,000	11.01%	\$ 2,201	\$ 20,000	11.01%
Federal Aid-Public Safety	Public Safety	\$ -	\$ 2,201	0.00%	\$ 2,201	\$ 20,000	11.01%	\$ 2,201	\$ 20,000	11.01%
Federal Aid-Public Safety Total		\$ -	\$ 2,201	0.00%	\$ 2,201	\$ 20,000	11.01%	\$ 2,201	\$ 20,000	11.01%
Federal Aid-Public Safety Total		\$ -	\$ 2,201	0.00%	\$ 2,201	\$ 20,000	11.01%	\$ 2,201	\$ 20,000	11.01%
Grand Total		\$ 3,339,076	\$ 44,201,386	7.55%	\$ 3,364,153	\$ 42,983,548	7.83%	\$ 3,364,153	\$ 42,983,548	7.83%
Grand Total		\$ 3,339,076	\$ 44,201,386	7.55%	\$ 3,364,153	\$ 42,983,548	7.83%	\$ 3,364,153	\$ 42,983,548	7.83%

		2014				2015			
		EXPENSE - GENERAL FUND				EXPENSE - GENERAL FUND			
		Jan				Jan			
Expense Description	Group Description	Activity	YTD Encumbered	Adjusted Budget	% to Budget	Activity	YTD Encumbered	Adjusted Budget	% to Budget
General Government Support	Salaries	145,146	-	\$ 2,424,387	5.99%	141,517	550	\$ 2,628,348.00	5.38%
	Benefits	86,713	-	\$ 1,801,474	4.81%	88,396	-	\$ 1,732,704.00	5.10%
	Equipment	2,730	4,896	\$ 80,845	3.38%	14,078	10,494	\$ 43,129.41	32.64%
	Services	84,802	343,019	\$ 2,450,661	3.46%	64,915	497,621	\$ 2,778,601.63	2.34%
	Miscellaneous	-	-	\$ 179,151	0.00%	-	-	\$ 360,000.00	0.00%
General Government Support		319,390	347,915	\$ 6,936,518	4.60%	308,907	508,665	\$ 7,542,783.04	4.10%
Culture and Recreation	Salaries	11,248	-	\$ 516,199	2.18%	18,215	-	\$ 596,939.00	3.05%
	Benefits	13,565	-	\$ 340,840	3.98%	12,178	-	\$ 403,903.00	3.01%
	Equipment	-	-	\$ 146,189	0.00%	-	875	\$ 29,800.00	0.00%
	Services	1,275	12,306	\$ 305,369	0.42%	1,157	3,126	\$ 157,235.00	0.74%
	Miscellaneous	-	-	\$ 26,804	0.00%	-	-	\$ 36,000.00	0.00%
Culture and Recreation		26,089	12,306	\$ 1,335,401	1.95%	31,550	4,001	\$ 1,223,877.00	2.58%
Home and Community	Salaries	8,398	-	\$ 223,104	3.76%	7,838	-	\$ 200,902.00	3.90%
	Benefits	7,642	-	\$ 159,440	4.79%	5,592	-	\$ 154,409.00	3.62%
	Equipment	-	-	\$ 2,386	0.00%	-	-	\$ 2,400.00	0.00%
	Services	1,522	1,267	\$ 61,993	2.46%	74	-	\$ 49,200.00	0.15%
Home and Community		17,562	1,267	\$ 446,923	3.93%	13,504	-	\$ 406,911.00	3.32%
Services Total	Interfund Transfer	2,444,350	-	\$ 2,394,350	102.09%	2,330,059	-	\$ 2,330,059.00	100.00%
Interfund Transfers Total		2,444,350	-	\$ 2,394,350	102.09%	2,330,059	-	\$ 2,330,059.00	100.00%
Public Safety	Salaries	999,237	-	\$ 14,651,219	6.82%	930,159	-	\$ 13,540,811.00	6.87%
	Benefits	529,837	-	\$ 10,235,472	5.18%	541,126	-	\$ 10,777,711.00	5.02%
	Equipment	-	-	\$ 118,892	0.00%	63	-	\$ 78,850.00	0.08%
	Services	103,008	242,911	\$ 1,230,677	8.37%	93,355	303,381	\$ 809,317.00	11.54%
Public Safety Total		1,632,081	244,769	\$ 26,236,260	6.22%	1,564,703	311,136	\$ 25,206,689.00	6.21%
Transportation	Salaries	103,589	-	\$ 846,104	12.24%	49,597	-	\$ 849,555.00	5.84%
	Benefits	37,487	-	\$ 658,526	5.69%	35,880	-	\$ 667,198.00	5.38%
	Equipment	-	-	\$ 247,142	0.00%	-	47,382	\$ 491,682.00	0.00%
	Services	9,352	130,386	\$ 1,216,301	0.77%	8,071	97,577	\$ 586,700.00	1.38%
Transportation Total		150,428	130,386	\$ 2,968,073	5.07%	93,548	144,959	\$ 2,595,135.00	3.60%
Debt Service	Capital Leases	4,867	25,260	\$ 30,384	16.02%	-	10,500	\$ 32,232.00	0.00%
	Interest	64,189	-	\$ 1,665,737	3.85%	57,814	-	\$ 1,525,980.00	3.79%
	Principal	8,370	94,049	\$ 1,873,489	0.45%	8,733	98,124	\$ 2,155,162.00	0.41%
	Miscellaneous	4,701	46,263	\$ 178,636	2.63%	3,914	41,141	\$ 70,340.00	5.56%
Debt Service Total		82,127	165,572	\$ 3,748,246	2.19%	70,461	149,766	\$ 3,783,714.00	1.86%
Financial Savings Plan	Financial Savings Plan	-	-	\$ 205,662	0.00%	-	-	\$ 205,662	0.00%
Financial Savings Plan Total		-	-	\$ 205,662	0.00%	-	-	\$ 205,662	0.00%
Grand Total		4,672,027	902,214	\$ 44,271,432	10.55%	4,412,732	1,118,527	\$ 43,089,168.04	10.24%

FUND	Revenue Description	ACCOUNT DESCRIPTION	2014				2015			
			Activity	Adjusted Budget	% to budget	Activity	Adjusted Budget	% to budget		
F	Departmental Income	RENT 696 LITTLE BRITAIN RD..	800	9,600	8.33%	800	-	0.00%		
		SALE OF METERED WATER..	-	4,498,825	0.00%	-	4,498,825	0.00%		
		WATER FACILITY CHARGE	-	1,024,802	0.00%	-	1,024,802	0.00%		
		INTEREST & PENALTIES..	-	51,000	0.00%	935	51,000	1.83%		
		EARNINGS ON INVESTMENTS..	94	1,000	9.37%	95	1,000	9.54%		
		Departmental Income Total	894	5,585,227	0.02%	1,830	5,575,627	0.03%		
		Miscellaneous	1,424	10,000	14.24%	-	10,000	0.00%		
		RENTAL OF REAL PROPERTY..	-	108,636	0.00%	-	9,600	0.00%		
		SEWER FUND - INTERFUND REVENUE..	-	-	0.00%	-	143,285	0.00%		
		Miscellaneous Total	1,424	118,636	1.29%	-	162,885	0.00%		
Appropriated Fund Balance	272,792	272,792	100.00%	-	-	0.00%				
Appropriated Fund Balance Total	272,792	272,792	100.00%	-	-	0.00%				
F Total	272,792	272,792	100.00%	1,830	5,738,512	0.03%				
G	Departmental Income	SEWER USAGE..	275,110	5,976,655	4.60%	-	4,513,000	0.00%		
		INTEREST & PENALTIES..	-	41,000	0.00%	719	41,000	1.75%		
		Departmental Income Total	-	4,554,000	0.00%	719	4,554,000	0.02%		
		Licenses & Permits	-	23,000	0.00%	-	23,000	0.00%		
		Licenses & Permits Total	-	23,000	0.00%	-	23,000	0.00%		
		Miscellaneous	949	7,680	12.36%	-	7,680	0.00%		
		EMPLOYEE HEALTH CONTRIBUTIONS	-	68,000	0.00%	-	670,000	0.00%		
		SEVERN TRENT SLUDGE CREDIT	-	662,895	0.00%	-	167,933	0.00%		
		SEWER SERVICES FOR OTHER GOVTS..	-	167,933	0.00%	-	1,000	0.00%		
		TOWN OF NEWBURGH DEBT REMA EARNINGS ON INVESTMENTS..	-	1,000	0.00%	-	846,613	0.00%		
Miscellaneous Total	949	907,508	0.10%	-	846,613	0.00%				
Appropriated Fund Balance	464,689	464,689	100.00%	-	-	0.00%				
Appropriated Fund Balance Total	464,689	464,689	100.00%	-	-	0.00%				
G Total	464,689	464,689	100.00%	719	5,423,613	0.01%				
S	Departmental Income	USER FEE-SANITATION	765,045	3,200,000	23.91%	764,105	3,200,000	23.88%		
		DUMPSTER PERMITS..	-	4,600	0.00%	240	4,600	5.22%		
		EMPLOYEE HEALTH CONTRIBUTIONS	2,006	16,700	12.01%	-	16,700	0.00%		
		INTEREST AND PENALTIES ON SANITATION	-	36,000	0.00%	1,232	36,000	3.42%		
		NEWSPAPER RECYCLING.	-	12,000	0.00%	-	12,000	0.00%		
		SANITATION-SPECIAL BULK PICKUP..	-	2,400	0.00%	-	2,400	0.00%		
		Departmental Income Total	767,051	3,271,700	23.45%	765,577	3,271,700	23.40%		
		S Total	767,051	3,271,700	23.45%	765,577	3,271,700	23.40%		
		Grand Total	1,507,799	15,197,552	9.92%	768,126	14,433,825	5.32%		

Expense Description	Department Name	ACCOUNT DESCRIPTION	2014				2015			
			Overtime - General Fund		Overtime - General Fund		Overtime - General Fund		Overtime - General Fund	
			Activity	Adjusted Budget	% to budget	Activity	Adjusted Budget	% to budget	% to budget	
General Government Support	City Comptroller	OVERTIME.	\$ 511	\$ 4,000	12.77%	\$ 42	\$ 2,000	2.10%		
	City Comptroller Total	OVERTIME.	\$ 511	\$ 4,000	12.77%	\$ 42	\$ 2,000	2.10%		
	DPW: Municipal Buildings	OVERTIME.	\$ -	\$ 1,000	0.00%			0.00%		
	DPW: Municipal Buildings Total	OVERTIME.	\$ -	\$ 1,000	0.00%			0.00%		
	DPW: Property Management - Maintenance	OVERTIME.	\$ -	\$ 30	0.00%			0.00%		
	DPW: Property Management - Maintenance Total	OVERTIME.	\$ -	\$ 30	0.00%			0.00%		
	Engineering	OVERTIME.	\$ -	\$ 4,000	0.00%			0.00%		
	Engineering Total	OVERTIME.	\$ -	\$ 4,000	0.00%			0.00%		
	Information Systems	OVERTIME.	\$ 388	\$ 3,400	11.40%	\$ -	\$ 2,000	0.00%		
	Information Systems Total	OVERTIME.	\$ 388	\$ 3,400	11.40%	\$ -	\$ 2,000	0.00%		
	Traffic Violations Bureau	OVERTIME.	\$ -	\$ 200	0.00%			0.00%		
	Traffic Violations Bureau Total	OVERTIME.	\$ -	\$ 200	0.00%			0.00%		
General Government Support Total			\$ 899	\$ 12,630	7.12%	\$ 42	\$ 4,000	1.05%		
Public Safety	Code Compliance	OVERTIME.	\$ -	\$ 5,000	0.00%	\$ 5	\$ 2,000	0.26%		
	Code Compliance Total	OVERTIME.	\$ -	\$ 5,000	0.00%	\$ 5	\$ 2,000	0.26%		
	DPW: Traffic Control	OVERTIME.	\$ 21	\$ 5,000	0.42%	\$ 483	\$ 5,000	9.66%		
	DPW: Traffic Control Total	OVERTIME.	\$ 21	\$ 5,000	0.42%	\$ 483	\$ 5,000	9.66%		
	Fire	OVERTIME, CIVILIANS FIRE TRAINING OVERTIME.	\$ 111,680	\$ 1,113,000	10.03%	\$ 31,705	\$ 621,313	5.10%		
	Fire Total	OVERTIME, CIVILIANS FIRE TRAINING OVERTIME.	\$ 111,680	\$ 1,113,000	10.03%	\$ 31,705	\$ 621,313	5.62%		
	Police	OVERTIME, CIVILIANS COMMUNITY OUTREACH OVERTIME, SPECIAL EVENT/DETAIL OVERTIME.	\$ 89,516	\$ 1,277,094	7.01%	\$ 88,108	\$ 700,000	12.59%		
	Police Total	OVERTIME, CIVILIANS COMMUNITY OUTREACH OVERTIME, SPECIAL EVENT/DETAIL OVERTIME.	\$ 89,516	\$ 1,277,094	7.01%	\$ 88,108	\$ 700,000	12.59%		
Public Safety Total			\$ 111,331	\$ 1,541,795	7.21%	\$ 106,609	\$ 905,000	11.78%		
			\$ 222,932	\$ 2,664,795	8.37%	\$ 142,022	\$ 1,553,313	9.26%		

Expense Description	Department Name	ACCOUNT DESCRIPTION	2014				2015			
			Overtime - General Fund				Overtime - General Fund			
			Activity	Adjusted Budget	% to budget	Activity	Adjusted Budget	% to budget		
Culture and Recreation	Delano-Hitch Pool	OVERTIME..	\$ -	\$ 4,257	0.00%			0.00%		
	Delano-Hitch Pool Total		\$ -	\$ 4,257	0.00%			0.00%		
	DPW: DH Park & Stadium	OVERTIME..	\$ -	\$ 11,000	0.00%			0.00%		
	DPW: DH Park & Stadium Total		\$ -	\$ 11,000	0.00%			0.00%		
	DPW: Parks	OVERTIME..	\$ -	\$ 6,000	0.00%	\$ -	\$ 3,000	0.00%		
	DPW: Parks Total		\$ -	\$ 6,000	0.00%	\$ -	\$ 3,000	0.00%		
	Recreation	OVERTIME..	\$ -	\$ 6,000	0.00%	\$ 921	\$ 11,000	8.37%		
	Recreation Total		\$ -	\$ 6,000	0.00%	\$ 921	\$ 11,000	8.37%		
	Summer Camp	OVERTIME..	\$ -	\$ 1,075	0.00%			0.00%		
	Summer Camp Total		\$ -	\$ 1,075	0.00%			0.00%		
Youth Bureau	OVERTIME..	\$ -	\$ 4,465	0.00%			0.00%			
Youth Bureau Total		\$ -	\$ 4,465	0.00%			0.00%			
Culture and Recreation Total			\$ -	\$ 32,797	0.00%	\$ 921	\$ 14,000	6.58%		
Transportation	DPW: Garage	OVERTIME..	\$ 481	\$ 3,406	14.13%	\$ 92	\$ 12,000	0.77%		
	DPW: Garage Total		\$ 481	\$ 3,406	14.13%	\$ 92	\$ 12,000	0.77%		
	DPW: Police Garage	OVERTIME..	\$ 4,151	\$ 23,100	17.97%	\$ 1,375	\$ 25,000	5.50%		
	DPW: Police Garage Total		\$ 4,151	\$ 23,100	17.97%	\$ 1,375	\$ 25,000	5.50%		
	DPW: Snow Removal	OVERTIME..	\$ 9,578	\$ 42,000	22.81%	\$ 3,578	\$ 55,000	6.51%		
	DPW: Snow Removal Total		\$ 9,578	\$ 42,000	22.81%	\$ 3,578	\$ 55,000	6.51%		
DPW: Streets and Bridges	OVERTIME..	\$ 883	\$ 11,600	7.61%	\$ 669	\$ 10,000	6.69%			
DPW: Streets and Bridges Total		\$ 883	\$ 11,600	7.61%	\$ 669	\$ 10,000	6.69%			
Transportation Total			\$ 15,093	\$ 80,106	18.84%	\$ 5,715	\$ 102,000	5.60%		
Grand Total			\$ 238,924	\$ 2,790,328	8.56%	\$ 148,700	\$ 1,653,313	8.99%		

FUND	Expense Description	Group Description	Activity	YTD Encumbered	Adjusted Budget	% to budget	Activity	YTD Encumbered	Adjusted Budget	% to budget
F	General	Services				0.00%				0.00%
	Subgrant									
	General Government									
	Support Total									
	Home and Community Services	Salaries								
		Benefits								
		Equipment								
		Interest								
		Principal								
		Services								
		Miscellaneous								
	Home and Community Services Total									
	Interfund Transfers	Debit								
	Interfund Transfers Services									
	Interfund Transfers Total									
\$ Total Grand Total										
G	General	Salaries								
	Support									
	General Government									
	Support Total									
	Home and Community Services	Salaries								
		Benefits								
		Equipment								
		Interest								
		Principal								
		Services								
		Miscellaneous								
	Home and Community Services Total									
	Interfund Transfers	Services								
	Interfund Transfers Total									
	\$ Total Grand Total									
F Total	General	Salaries								
	Support									
	General Government									
	Support Total									
	Home and Community Services	Salaries								
		Benefits								
		Equipment								
		Interest								
		Principal								
		Services								
		Miscellaneous								
	Home and Community Services Total									
	Interfund Transfers	Services								
	Interfund Transfers Total									
	\$ Total Grand Total									
C Total	General	Salaries								
	Support									
	General Government									
	Support Total									
	Home and Community Services	Salaries								
		Benefits								
		Debit Interest								
		Debit Principal								
		Services								
		Miscellaneous								
	Home and Community Services Total									
	Interfund Transfers	Debit								
	Interfund Transfers Services									
	Interfund Transfers Total									
	\$ Total Grand Total									

Vendor Activity 2015

Activity \$10k+

Sum of VCH INVOICE AMOUNT	Column Labels	
Row Labels	Jan	Grand Total
NYS EMPLOYEES HEALTH INS	\$ 687,779	\$ 687,779
ARTHUR J GALLAGHER RISK MANAGEMENT	\$ 327,222	\$ 327,222
SEVERN TRENT ENVIRONMENTAL SERVICES	\$ 163,946	\$ 163,946
J.P. MORGAN CHASE BANK	\$ 137,291	\$ 137,291
CH ENERGY GROUP INC	\$ 120,043	\$ 120,043
GALLAGHER BASSETT SVC INC	\$ 66,792	\$ 66,792
UNITED STATES MARSHALLS SERVICE, US	\$ 64,737	\$ 64,737
NEW WINDSOR, TOWN OF	\$ 62,113	\$ 62,113
ORANGE CTY SNTY LANDFILL	\$ 59,683	\$ 59,683
NYS DEFERRED COMPENSATION PLAN	\$ 58,466	\$ 58,466
CARGILL INC	\$ 53,843	\$ 53,843
DIRECT ENERGY MARKETING, INC., DIRE	\$ 44,533	\$ 44,533
MEMORARE REALTY HOLDING	\$ 42,556	\$ 42,556
ORANGE COUNTY COMMISSIONER OF FINAN	\$ 37,698	\$ 37,698
FRATER, MARK L	\$ 36,785	\$ 36,785
MANUFACTURERS & TRADERS	\$ 35,000	\$ 35,000
AMERICAN FAMILY LIFE ASSURANCE CO O	\$ 24,679	\$ 24,679
NYS DEPT LABOR-U I DIV	\$ 16,817	\$ 16,817
MDS HVAC-R INC.	\$ 16,765	\$ 16,765
GENERAL CODE PUBLISHERS	\$ 15,942	\$ 15,942
CDW GOVERNMENT INC	\$ 15,276	\$ 15,276
LAMB & BARNOSKY, LLP	\$ 14,511	\$ 14,511
TAM ENTERPRISE INC	\$ 13,795	\$ 13,795
RODENHAUSEN CHALE LLP	\$ 13,289	\$ 13,289
PNC BANK,N.A.	\$ 12,647	\$ 12,647
NY COMMUNICATIONS CO, INC	\$ 12,641	\$ 12,641
CSEA EMPLOYEE BENEFIT FD	\$ 12,433	\$ 12,433
MORGAN FUEL&HEATING CO	\$ 11,958	\$ 11,958
DELL MARKETING LP	\$ 11,378	\$ 11,378
JOBSON, LINDA	\$ 10,870	\$ 10,870
NEWBURGH PBA	\$ 10,659	\$ 10,659
WEINSTEIN, EDWARD M.	\$ 10,351	\$ 10,351
Grand Total	\$ 2,523,214	\$ 2,523,214

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Roosevelt Brodin, City of Newburgh, said in regard to the CPTED training that Acting Chief Cameron mentioned a town in Massachusetts which is a suburb of Boston and he asked if they were comparing apples to apples.

Acting Chief Cameron responded that he was just giving examples on the potential of what this program can do here in the City of Newburgh.

Mayor Kennedy suggested that this conversation be discussed off line as it is not an Agenda item.

Dr. Hannah Brooks, City of Newburgh said in regard to resolution #34-2015, sponsoring the Newburgh Illuminated Event, that this is the third year they are having this City wide event. It is particularly important this year because it is the one hundred and fiftieth anniversary of Newburgh so there are a lot more people involved in what is essentially going to be a gigantic party. There will be music, vendors, international food vendors, children's activities, historical tours and lots and lots of events from participating community organizations. Most importantly what they are aiming for this year is to have five to ten thousand visitors come celebrate our one hundred and fiftieth birthday and they appreciate any support that the Council can give them.

Jonathan Jacobsen, 25 Pierces Road, asked in regard to resolution #38-2015 what the cost will be as it is usually listed on the resolution.

Mayor Kennedy said the cost will be \$40,000.00 and we already have a commitment from a benefactor for \$20,000.00 of that.

Mr. Jacobsen said in regard to resolution #36-2015 regarding Chazen Companies doing a test at the DPW building that he assumes this came about because of the previous test that the City Manager mentioned. It was also mentioned that Hudson Valley Lighting has pulled out of the deal to expand but have they given a commitment to stay with the jobs that they have now?

City Manager, Michael Ciaravino, said that has not been discussed.

Mayor Kennedy said not in their current building because they have to expand.

Mr. Jacobsen said then if they don't expand they will be closing.

Mayor Kennedy said that their business is growing so they will be looking for a piece of property that will allow them to expand.

Pete Sukeena, Cornwall, Board President of the Newburgh Professional Business Association said in regard to resolution #34-2015 that they are definitely supporting the Newburgh Illuminated Event. This year they have organizations from outside the City of Newburgh as well as Orange County so people are looking at Newburgh and they want to support this effort. This could end up being a National Event that draws many people so he is really excited about it and what it could be this year. He added that he supports the Crime Prevention Through Environmental Design (CPTED) training. He met with Chief Cameron and Lt. Murphy and he feels that the Business Association could be used as a vehicle to connect to the businesses. Not only is this a benefit to the property owners and business owners with respect to safety and security but also with respect to information because it develops a relationship with the Police. There are many benefits to this particular program and he would like to help with it. If you are a law abiding citizen, a relationship with the Police Department is a good thing.

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

RESOLUTION NO.: 31 - 2015

OF

FEBRUARY 23, 2015

**A RESOLUTION AUTHORIZING THE APPLICATION BY THE
NEWBURGH COMMUNITY LAND BANK TO
THE HUDSON RIVER VALLEY COUNCIL ON BEHALF
OF THE GREENWAY COMMUNITIES PROGRAM FOR A GRANT
FOR THE PURPOSE OF DESIGNING ATTRACTIVE AND PRODUCTIVE
COMMUNITY GREEN SPACES IN CONNECTION WITH A PROJECT TO
REACTIVATE VACANT LOTS IN THE CITY OF NEWBURGH**

WHEREAS, the Newburgh Community Land Bank proposes to apply to the Hudson River Valley Greenway on behalf of the City of Newburgh for a grant under the Hudson River Valley Greenway Grant Program for a project entitled Reactivating Vacant Lots in Newburgh to be located in the City of Newburgh; and

WHEREAS, the Newburgh Community Land Bank, in partnership with Groundwork Newburgh and One Nature, a landscape architecture firm that specializes in restorative ecology and stormwater mitigation projects, proposes to design attractive green spaces that utilize native plants, mitigate stormwater issues, and provide gathering spaces for local events; and

WHEREAS, the grant application requires the applicant municipality to obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located; and

WHEREAS, the City of Newburgh supports and designates the Newburgh Community Land Bank for the oversight and management of this project and understands that the Newburgh Community Land Bank will outlay all funds, including any match required under the parameters of the proposed project; and

WHEREAS, this Council has determined authorizing and supporting the Newburgh Community Land Bank to make such application is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby does approve and endorse the application for a grant under the Hudson River Valley Greenway Grant Program, for a project known as Reactivating Vacant Lots in Newburgh and located within the City of Newburgh.

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

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

ADOPTED

RESOLUTION NO.: 32 - 2015

OF

FEBRUARY 23, 2015

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 72 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 61)
AT PRIVATE SALE TO NATALYA FREDERICKS D/B/A SOL PROPERTIES
FOR THE AMOUNT OF \$15,000.00**

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 72 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 61 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 24, 2015, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
72 Hasbrouck Street	38 – 3 – 61	Natalya Fredericks d/b/a Sol Properties	\$15,000.00

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

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

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

ADOPTED

Terms and Conditions Sale

72 Hasbrouck Street, City of Newburgh (38-3-61)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City and County taxes and 2014-2015 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. 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.
7. 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.
8. 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.

9. 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 April 24, 2015. The purchaser's obligation to close is subject to the purchaser obtaining a survey meeting the requirements of Term No. 14 and a title insurance policy. *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.
10. 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.
11. 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.
12. 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.**
13. 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.
14. 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 ten (10) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. 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.: 33 - 2015
OF
FEBRUARY 23, 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEWBURGH SUPPORTING THE FREEDOM TO MARRY**

WHEREAS, The City of Newburgh, New York has long stood for full equality for same-sex couples; and

WHEREAS, since the time New York State passed the freedom to marry, support for marriage for same-sex couples has grown to nearly 59 percent nationwide; and

WHEREAS, today, thirty-seven states plus the District of Columbia have now ended discrimination in marriage, so that now 72 percent of Americans live in a state where same-sex couples can marry; and

WHEREAS, there continues to be an untenable patchwork imposing great legal uncertainty and hardship on committed same-sex couples in the 13 states that deny the freedom to marry and refuse to respect their lawful marriages, even as the federal government rightly treats these couples as married for federal programs and purposes; and

WHEREAS, that patchwork means that residents of freedom to marry states like New York face uncertainty about the level of respect accorded their marriage when visiting another state; and

WHEREAS, 60 different rulings in state and federal courts have found in favor of marriage for same-sex couples, clearly demonstrating that the country is ready for the freedom to marry; and

WHEREAS, in 2013 the U.S. Supreme Court struck down the core of the so-called Defense of Marriage Act, and in so doing eviscerated justifications for excluding same-sex couples from marriage; and

WHEREAS, on January 16th, 2015, the U.S. Supreme Court agreed to hear cases brought by plaintiffs from four different states -- Kentucky, Michigan, Ohio and Tennessee -- with a final decision anticipated by June 2015; and

WHEREAS, every day of denial is a day where American families are harmed and as a result, it is time for the Supreme Court to put an end to this injustice;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, NY affirms its support of the freedom to marry for same-sex couples and urges the U.S. Supreme Court to speedily bring national resolution by ruling in favor of the freedom to marry nationwide.

Councilwoman Lee said that she didn't know the City Council and the Mayor were not supporting the right to marry. She is assuming that this is the right for anyone to marry or is it for gay couples to marry which needs to be reflected. This is just a matter of support so it doesn't necessarily need a resolution. The resolution is without protection for gay couples. She doesn't know how many gay people work for the City and if anyone is married but if they are, this resolution doesn't protect their partners should something happen. There is still the question of pensions and being able to collect Social Security so this is really a resolution that is, as it says, supporting the right to marry and she thought everyone supported that. She doesn't know how this resolution differs from the State Law because no one can tell any couple that they can't get married. She said that this should be tabled and cleaned up so that it clearly states what the City of Newburgh is willing to do for gay couples if we are giving everyone the right to marry. She thinks that gay couples want the same rights as heterosexual couples and if that's an option she would really like it included. Her motion is to table this until it is corrected.

Councilwoman Abrams read the complete resolution out loud and said that when you read it in full the resolution is a good one.

Councilwoman Lee said that she didn't think it was clear because there is still nothing definitive about being able to collect a pension. If the City Council would like to take a stand, which is what this resolution is, she thinks that they could have taken a stand with other things. This could have been a letter to the Federal Court or a letter to Gay News taking a stand but this resolution is more in a way, in her mind, a feel good resolution. There are certainly items that they could pay closer attention to one being the Littman Project. She said that we need to stay on focus. This freedom to marry is baseless because you can't stop anyone from being married.

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

Ayes – Councilwoman Angelo, Councilwoman Lee – 2

Nays – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Mejia, Mayor Kennedy – 5

DEFEATED

Mayor Kennedy noted that this is simply a statement by this Council that they support the freedom to marry and they are sending the resolution as an affirmation of this City's and this Council's stance for freedom to marry and to support and encourage the Supreme Court's decision on freedom to marry in all fifty states of this United States of America.

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

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

Nays – Councilwoman Lee – 1

ADOPTED

RESOLUTION NO.: 34 - 2015

OF

FEBRUARY 23, 2015

**A RESOLUTION TO SPONSOR THE
NEWBURGH ILLUMINATED EVENT**

WHEREAS, the Newburgh Illuminated Festival will be held on June 20, 2015; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City and the residents that reside here, and to celebrate the City's 150th Anniversary, thus resulting in increased tourism and positive regional perception; and

WHEREAS, the organizers of the Newburgh Illuminated Festival have requested that the City Council support the Festival as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the Newburgh Illuminated Festival as a City-sponsored event is in the best interests of the residents of the City of Newburgh and that cooperation with the City departments such as Department of Public Works, City Police Department and others as needed to partner with the Festival organizers provides the greatest opportunity for success;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh Illuminated Festival as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.

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

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

ADOPTED

**RESOLUTION NO.: 35 - 2015
OF
FEBRUARY 23, 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEWBURGH REQUESTING THAT THE U.S. CONGRESS PROHIBIT
THE U.S. POSTAL SERVICE FROM CLOSING (OR "CONSOLIDATING") THE
MAIL PROCESSING CENTER KNOWN AS THE NEWBURGH-MID-HUDSON P & DC**

WHEREAS, The United States Postal Service plans to close or consolidate the Mid-Hudson P & DC mail Processing and Distribution Center; and

WHEREAS, this plan would severely delay all classes of mail delivery; and

WHEREAS, the delay of mail would negatively affect residents and local businesses and would harm our community; and

WHEREAS, the closure would result in a degradation of "service standards" that would result in the virtual elimination of overnight mail delivery throughout the country; and

WHEREAS, the closure is not in the best interest of the public and the residents of the City of Newburgh; and

WHEREAS, Federal law stipulates that, "The Postal Service shall have as its basic function the obligation to provide postal services to bind the Nation together through personal, educational, literary, and business correspondence of the people. It shall provide prompt, reliable and efficient services to patrons in all areas and shall render postal services to all communities." [39 U.S.C. Section 101(a)];

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh, New York does hereby demand congressional intervention to stop this proposal to close or consolidate the Mid-Hudson P & DC (Processing & Distribution Center); and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh, New York does hereby demand congressional intervention to stop the delay of mail and the elimination of overnight delivery of first-class mail, which was to occur on January 5, 2015; and

BE IT FURTHER RESOLVED that the City Clerk of the City of Newburgh, New York forward copies of this resolution to U.S. Senators Charles Schumer and Kirsten Gillibrand and U.S. Representative Sean Patrick Maloney and the Postmaster General.

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

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

ADOPTED

RESOLUTION NO.: 36 - 2015

OF

FEBRUARY 23, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
THE CHAZEN COMPANIES, INC. FOR A VAPOR INTRUSION ANALYSIS OF THE
DEPARTMENT OF PUBLIC WORKS BUILDING AT A COST OF \$6,508.00**

WHEREAS, the City of Newburgh procured a proposal under the Emergency Procurement provisions of the Procurement Policy of the City of Newburgh from The Chazen Companies, Inc. for a vapor intrusion analysis of the Department of Public Works Building located at 88 Pierces Road; and

WHEREAS, the proposal includes sampling, evaluation, inspections and a report; and

WHEREAS, the cost for these services will be \$6,508.00 and such funding shall be derived from A.1364.0448; and

WHEREAS, the work has been completed and the City Council has determined that such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with The Chazen Companies, Inc. for a vapor intrusion analysis of the Department of Public Works Building at a cost of \$6,508.00.

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

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

ADOPTED



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Hudson Valley Office

21 Fox St., Poughkeepsie, NY 12601
P: (845) 454-3980 F: (845) 454-4026
www.chazencompanies.com

Capital District Office (518) 273-0055
North Country Office (518) 812-0513

December 23, 2014

Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, New York 12550

*Re: City of Newburgh Landfill, DPW Building SVI Evaluation
Proposal # PM14-126*

Dear Mr. Morris:

The Chazen Companies (Chazen) appreciates the opportunity to assist the City of Newburgh with a vapor intrusion evaluation at the DPW building on Pierces Road. Based on a preliminary document review, select phthalates were detected in soil borings collected adjacent to the structure.

The tasks proposed below outline a vapor intrusion assessment we have discussed to screen whether phthalates and Volatile Organic Compounds (VOCs) including gasoline constituents and many solvents may be entering the DPW working spaces from under the building floor slab.

Task 1 - Field Effort:

1. Chazen will set up three indoor air sampling stations in areas agreed upon with the client team, potentially including a vehicle bay and two general work areas.
2. Chazen will establish one outdoor reference air sampling station to allow interpretation of indoor vapor versus ambient local air.
3. Chazen will set up two below-floor slab sampling stations for soil vapor collection. The City will pre-drill sampling holes through the concrete floor, potentially under the east and west portions of the building.
4. Sampling canisters will be programmed to draw air over an 8-hour period, consistent with a typical work day. During this period, windows and doors should be closed and any heating or ventilation systems should be operating normally. Once the 8-hour sampling period begins, Chazen will conduct a visual building inventory of potential chemical sources and also evaluate the property to better understand geometry and condition of the parcel.
5. Chazen will gather the sampling canisters after 8 hours and ship samples to lab for analysis. Selected analyses are: T0-15 full VOC scan and phthalates per USEPA method NMAM5528. Lab costs include ASP B deliverables in case the City desires data validation in the future.

Task 2 - Analysis and Report:

1. Chazen will review results and provide a draft letter report to the City for discussion. Chazen professionals will spend up to one day researching an initial interpretation of the significance of findings.
2. Chazen will be available for one team teleconference to discuss preliminary findings.
3. Chazen will finalize our letter report.

Professional Services Fee Schedule

Chazen proposes to bill each task as indicated in the following Fee Schedule. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed. Chazen will contact you if unexpected circumstances arise outside of our control which might change our required scope of work. We do not anticipate any such conditions.

Task, Fee and Time Schedule Summary

Tasks		Fee Estimates		
Task No.	Task Description	Lump Sum Fee Bill	Time & Materials Estimate	Laboratory Fees
001	Field Effort	\$1,400	---	\$3,008
002	Analysis and Report	\$2,100	---	---
Totals		\$3,500	---	\$3,008
Total Estimated Cost		\$6,508		

Agreement

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is good for 30 days.

Sincerely,



Russell Urban-Mead, CPG
Senior Hydrogeologist/VP Environmental Service

RUM/enclosure

cc: file

AGREEMENT MADE this 6th day of January 2015 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA) or Chazen Environmental Services, Inc. (CES), each existing under the laws of the State of New York, with their principal places of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to collectively as "Chazen") and City of Newburgh, NY (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated December 23, 2014 which is hereby made a part of this Agreement.
2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.
3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.
4. **PROJECT DOCUMENTS:**
 - A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
 - B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
 - C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
 - D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.
 - E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.

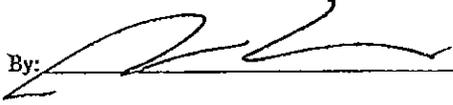
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.
5. **INDEMNITY & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:
- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen agrees to indemnify Client against loss caused by the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.
6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.
7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.
8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.
9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

Professional Services Agreement
Project Name: _____

Proposal Number: PM14-126
Project Number: _____

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

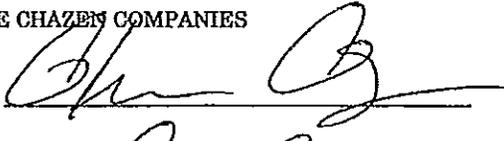
CLIENT City of Newburgh, NY

By: 

Printed Name: Michael Ciaravino, City Manager

Date: December 24, 2014

THE CHAZEN COMPANIES

By: 

Printed Name: Glenn Gay

Date: 1/6/15

RESOLUTION NO.: 37 - 2015

OF

FEBRUARY 23, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM WITH
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
a/s/o MARIA G. STEWART IN THE AMOUNT OF \$12,445.95**

WHEREAS, State Farm Mutual Automobile Insurance Company a/s/o Maria G. Stewart brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Twelve Thousand Four Hundred Forty-Five and 95/100 Dollars (\$12,445.95) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of State Farm Mutual Automobile Insurance Company a/s/o Maria G. Stewart in the total amount of Twelve Thousand Four Hundred Forty-Five and 95/100 Dollars (\$12,445.95) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

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

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

ADOPTED

RESOLUTION NO.: 38 - 2015

OF

FEBRUARY 23, 2015

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
2006 CHEVROLET DURAMAX DIESEL C5500 FROM THE
CITY OF PEEKSKILL POLICE DEPARTMENT TO BE USED
AS A MOBILE COMMUNITY POLICE STATION
BY THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the City of Peekskill Police Department has offered to sell a 2006 Chevrolet Duramax Diesel C5500 to the City of Newburgh for the below-market price of \$40,000.00; and

WHEREAS, this vehicle will be used by the City of Newburgh Police Department as a mobile community police station and support effective community policing policies; and

WHEREAS, the purchase will be funded by a combination of donated and City funds; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to purchase said vehicle;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York authorizes the purchase of a 2006 Chevrolet Duramax Diesel C5500 from the City of Peekskill Police Department at a below-market price of \$40,000.00; and

BE IT FURTHER RESOLVED, by the City Council that the City Manager of the City of Newburgh be and he is hereby authorized to execute all documents necessary to complete the purchase of said vehicle, upon assurance by the Corporation Counsel that title and documentation are in order; and

BE IT FURTHER RESOLVED, by the City Council that the City Manager is authorized to accept donations to off-set the cost of the purchase of the vehicle and with the appreciation and thanks of the City of Newburgh.

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

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

ADOPTED

PUBLIC COMMENTS

There were no comments.

COUNCIL COMMENTS

Councilwoman Abrams thanked everyone for their good wishes while she was recuperating from eye surgery. She highly recommends having the cataract surgery if they need it and she feels that it should be like public education; free and mandatory. Hers was done by Dr. Sayegh at St. Luke's Cornwall Hospital, Cornwall Campus Eastern Orange Ambulatory Surgical Center and she wished to thank him and his team.

Councilwoman Angelo announced that the NAACP will be having a breakfast on Saturday from 9:00 a.m. to 12:00 p.m. at Rev. Woody's Church on Broadway. She also has applications for the Newburgh Parade and the Memorial Day Parade. She thanked everyone for coming tonight.

Councilman Brown said that the Newburgh Track Team is a reflection of the good things going on in this City. Coach Burks has been working with these kids for many years keeping them off the streets and focused on their academics. He sponsored two of the kids who actually broke that record so he is very proud that he was able to have the opportunity to do that. He encouraged anyone who can to support youth programs in this City and he thanked everyone for coming out tonight.

Councilwoman Holmes thanked everyone for coming and noted that there will be a Ward meeting on Friday, March 6th at the Activity Center, 401 Washington Terrace at 6:00 p.m. and all are welcome to attend.

Councilwoman Lee thanked everyone for coming out tonight and she hopes that they can put more on the Agendas because this Agenda only had eight items on it. She would like to think that there are more items that belong on the Agenda because we have never finished a City Council meeting this early and we certainly have a lot of issues and problems that need to be addressed. She thinks that having such a light Agenda with limited information really doesn't afford us an opportunity to get real work done. She added that she is sure the gays appreciate supporting them getting married but she thinks it is a waste of time.

Councilwoman Mejia thanked everyone for coming and announced that there will be a Blood Drive at Horizons on the Hudson this Friday and walk-ins are welcome. She thanked the Police Department and said it was very encouraging to see the cover of the Times Herald Record this morning about the reinstatement of the Foot Patrol on Broadway. Summer is coming and having those partnerships with our Police Department is going to be crucial. On Wednesday they will be holding the first meeting for the Police Community Relations Advisory Board (PCRAB) at 7:00 p.m. here at City Hall in the Council Chambers which is open to the public so she encouraged everyone to come.

Mayor Kennedy thanked the Council for supporting several motions tonight that she thought were really important and noted that there are several activities planned. The Memorial Day Parade, the Newburgh Marching On Parade and the Newburgh Illuminated Festival are all very important as they bring a lot of people to this City which is important for Economic Development. The more we bring people here the more they see that the stories that are out there are not really true. She said that she loved having the Track Team here tonight and she thanked Councilman Brown for supporting them and all of the different things that are going on with the youth. She was very pleased to see the picture of the Foot Patrols in the newspaper today because it is something good happening in this City and the more good we focus on the more good we create. The Ward meeting that Councilwoman Holmes is sponsoring will be open to everyone and she thanked her for putting that together. She noted that on Saturday there will be a NAACP Breakfast here on Broadway as well as a Fundraiser Breakfast for the Boys & Girls Club at Applebee's and they both start at 8:00 a.m. There will be a Chinese New Year celebration at 1:00 p.m. in Slate Hill and she reminded everyone to go see the Art Exhibit at Space Create by a young artist who wrote the book "Uncle Tom and the Uppity Spy". She said that she read the book and it is very interesting so she encouraged everyone to go see the Art Exhibit. She thanked everyone for coming tonight.

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

**LORENE VITEK
CITY CLERK**