

A regular meeting of the City Council of the City of Newburgh was held on Monday March 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 Rabbi Larry Freedman of Temple Beth Jacob followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia-7

COMMUNICATIONS

Councilwoman Abrams moved and Councilwoman Angelo seconded that the Minutes of the March 9, 2015 Council Meeting be approved.

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

CARRIED

CITY MANAGER UPDATE

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

PRESENTATIONS

Certificates of Achievement were presented to the Newburgh Free Academy Swim and Wrestling Teams.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Cynthia Gilchisten spoke on behalf of Community Voices Heard. She commented on Resolution #54-2015. She stated how many more people have to die before we take building inspection seriously? These inspections are not just for show. They save lives. What does it take to enforce these laws? Who is going to be held accountable?

Kippy Boyle commented about the timeline referred to in the Memorandum of Understanding in Resolution #52-2015. The *Complete Streets* project is supposed to be completed in August. She asked if the LandBank is going to provide a timeline that we can see. Boyle suggested that the project be posted on our website, as well. Sometimes you can only find the information on the LandBank's website.

A man named Ali spoke on behalf of CVH. He commented on Resolution #54-2015. He stated that two people died in the city. Are we going to enforce the laws on housing? We need to fix it so that the problem does not occur again. Make sure you are going to do something about it. If you are not going to do it, then just tell us that you are not going to do it.

Jonathan Jacobsen commented on Resolution #56-2015. Three weeks is not enough time to have a public hearing for the proposed zoning. You need to allow sufficient time to explain it to the public. He pointed out that this was put on the website on Friday. There should be various public forums because you don't change the zoning that frequently. Next he commented on Ordinance #3-2015. He hopes that we are flexible when it comes down to certain fees, such as the swimming pool for the children. The Family Pass for four people is \$100. But if a family only has one child, then we should reduce that to \$25. We should keep costs at a minimum for our residents. Last, he remarked about Resolution #54-2015. Enforcement of the codes is paramount before we can discuss our housing issues.

Sheila Murphy requested clarification of Resolution #48-2015. She feels that we have been spending a lot of money on sewer improvements already. Also she mentioned Resolutions #49-2015. She would like to know how the LandBank fits into Resolution #52-2015. Also there is a lot of money involved in Resolution #53-2015. She would like to know where that money is going. Murphy commented on Resolution #58-2015. She asked if an outside non-profit agency is going to be heading this program or will the Police Advisory Committee be involved at all. There is a lot of money involved and we still have a lot of violence in the city. Last, she mentioned Resolution #54-2015. She wanted to know what we are doing to hold homeowners accountable for these properties.

Paul Andrews commented about Resolution #44-2015. He would like to know when we are going to test the lead levels in these buildings. The city is covered in lead paint. Never mind about testing asbestos in City Hall. There are no children living in this building. He moved here in 2012 and feels that not much has changed since then. He is moving out this year. He asked why he should stay. We don't enforce any codes, the crime rate is abysmal, and this place is run by slumlords. He does not see one good reason why he should stay.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Lee remarked that there were a number of items that were slated for the agenda. She does not see the item that Councilwoman Holmes requested nor does she see the jobs initiative that she discussed at the work session. She read her resolution in support of the establishment of the *Newburgh Jobs Development Initiative* [SEE ATTACHED]. Lee stated that she is within her rights to speak her comments; to be prohibited otherwise is a violation of Robert's Rules of Order.

Mayor Kennedy stated that this is completely out of order. We have rules on this council, and we have all agreed to abide by them. Everyone on this council has agreed that items to be decided would be brought forth on Thursday. Anything that needs to be voted on would then need to be written out. Kennedy remarked that nothing came before them. There was no resolution on Thursday. It was sent out today.

Councilman Brown commented that you can't sit in your living room and write legislation for this city, and then bring it to the table and expect us to vote on it. This is exactly what is happening and she knows it. This needs to be discussed in an open meeting. Brown stated that she had the opportunity to bring it to the last work session so that they could read and discuss it. But she chose to go a different route. It is unfair to this council. If you want this council to help in what you are trying to achieve, then you need to be patient. It is going to be voted down, not because they do not want to approve it, but due to the manner it was brought to this council. We have a process. Part of that process is to have a dialogue about it.

Councilwoman Lee stated that is typical for us to come to the table and talk about our agenda. It is no secret that she has been talking about a jobs agreement. She sent it out this morning, and she talked about it on Thursday as well. She asked that it be put on the agenda for Corporation Counsel to subsequently create a resolution. Since this did not happen she put it together herself. This is completely legal because you can't take away a person's right to due process. If the council votes is down then she will introduce it in New Business. This legislation was intended to show the people what the council is. They are not in their corner. Lee stated that she is going to keep hammering this resolution until the council approves it. It is time for this council to stop giving jobs to friends and family. Give the jobs to the residents. Lee requested that this legislation be put on the next agenda for subsequent vote.

Mayor Kennedy stated that we have due process. The legislation has to be turned in the Friday before a work session. Every council person has agreed, and we have been trying to follow that. It gives us time to read all of the agenda items so that

we can understand what we are voting on. What happened in this case is that a lot of people came forth on Thursday. The only thing listed on the agenda was Councilwoman Lee's *Jobs Presentation*. Yet there was no presentation, no printed materials, and no legislation. A lot of people came to tell their stories. The fact that the actual legislation was brought forth today is a mockery of these council proceedings.

Councilwoman Lee moved and Councilwoman Angelo seconded that the proposed legislation be put on the next agenda. The motion was subsequently overridden by the Motion to Table (below).

Councilwoman Mejia stated her intended reason for abstaining from the vote. The process that is being utilized is not the right way. It is an important initiative for city residents to be hired and become part of the reconstruction of our city, but this is not the way to do it.

VOTE TO TABLE THE MOTION

Councilwoman Abrams moved and Councilwoman Holmes seconded that any effort to put the proposed legislation on the next agenda, be *tabled*.

Ayes- Councilwoman Abrams, Councilwoman Brown, Councilwoman Holmes, Mayor Kennedy-4

Noes- Councilwoman Angelo, Councilwoman Lee-2

Abstention- Councilwoman Mejia-1

MOTION TABLED

This portion of the meeting was closed.

PROPOSED RESOLUTION

RESOLUTION NO.: _____ - 2013
OF
MARCH 23, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING ESTABLISHMENT OF THE
NEWBURGH JOBS DEVELOPMENT INITIATIVE

WHEREAS, the City of Newburgh values a strong and diverse local economy which provides jobs and training opportunities for City residents; and

WHEREAS, the City of Newburgh wishes to stimulate economic development and job creation in the City of Newburgh with an emphasis on hiring City residents; and

WHEREAS, unemployment and lack of job opportunities are one of the most pressing and insidious problems facing our City, with 37% of eligible people not in the labor force; and

WHEREAS, the City's Master Plan Plan-It Newburgh advocates the creation of new opportunities that support hiring locally; and

WHEREAS, the City participates in various land developments either through the disposition of City owned land and/or the provision of tax incentives; and

WHEREAS, the City hires numerous firms to provide various services for the City;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh hereby authorizes drafting of legislation to codify the Newburgh Jobs Development Initiative, with such legislation to include:

- 1.) For real estate projects involving City owned land or projects which secure a PILOT or other real estate tax incentive, a requirement that 30% of all new jobs created by the project are reserved for City residents;
- 2.) For contractual agreements for services, develop a sliding scale (based on the amount of the contract) for the number of jobs that need to be awarded to Newburgh residents;
- 3.) For all projects and agreements, mandate coordination with Best Resources Center, Inc. to create an individualized job training program for each project or agreement;
- 4.) For all bids and proposals issued by the City, inclusion of specific requirements for hiring City residents as part of those projects or agreements.

RESOLUTION NO.: 47 - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH SEVERN TRENT IN
THE AMOUNT OF \$9,375.00 FOR MODIFICATIONS TO AND ADDITIONAL WORK
ON THE INDUSTRIAL PRETREATMENT PROGRAM TO RESOLVE VIOLATIONS
AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the United States Environmental Protection Agency ("EPA") inspected the City of Newburgh Wastewater Treatment Plant and found violations in connection with the City's Industrial Pretreatment Program with regulations issued under the Clean Water; and

WHEREAS, the EPA has issued an Administrative Compliance Order to resolve the violations by required the City to complete certain work to bring the IPP into compliance with applicable regulations to avoid the payment of any civil penalties; and

WHEREAS, Severn Trent has submitted a proposal for modifications to and additional work on the IPP at a cost to the City of \$9,375.00 which shall be derived from G.8130.0448 and a contribution of in-kind services provided by Severn Trent; and

WHEREAS, this Council has determined that accepting a proposal and entering into a contract with Severn Trent to complete work required to resolve the violations at the WWTP 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 hereby is authorized to accept the proposals and execute a contract in the amount of \$9,375.00 with Severn Trent, in substantially the same form as annexed hereto and made part hereof with other provisions as Corporation Counsel may require, for modifications to and additional work to bring the City's Industrial Pretreatment Program into compliance with applicable regulations as required by the terms of the EPA Administrative Compliance Order.

Councilwoman Lee 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

City of Newburgh Action Plan to Address Findings from US EPA IPP Audit Conducted November 18, 2014

No	Requirements	Actions to be taken	Who	Dependencies	ST Additional Costs
1	Newburgh must sample the hauled waste from the Pizza Shop to determine whether or not it can meet local limits, including local limits for oil and grease.	Begin sampling April 1, 2015 for local limits and develop 6 month baseline. <u>Suggestions:</u> Surcharge Pizza Shop. Add surcharge language to SUO	City City ST		NA NA See #2
2	Unless the legal authority is changed, Newburgh must publish all violations in the official newspaper of the City in accordance with its legal authority, including those industries in significant noncompliance.	Amend SUO definition of SNC and add BMP language. <u>ST Recommendation:</u> Modify SUO to comply with EPA and State requirements including the Pretreatment Streamlining rules	ST/City ST/City	City's decision to amend or substantially modify its SUO. Board approval of revised SUO. EPA responses.	See Below \$9,500
3	In accordance with 40 CFR 403.18(d)(1), Newburgh must notify the Approval Authority, in this case EPA Region 2, of any non-substantial modification at least 45 days prior to implementation by the POTW.	City will not allow for pH limits higher than 9.5. Applicable permits to be revised. City to submit notification letter to EPA.	City ST/City		NA See #2

11/17-2015

No	Requirements	Actions to be taken	Who	Dependencies	ST Additional Costs
4	Newburgh must issue a permit to Newburgh Metals that properly reflects the new source metal finishing standards published at 40 CFR 433.17.	Review permit application and issue permit. <u>Suggestions:</u> Incorporate permit application/questionnaire deadlines. Add language to SUO.	ST/City		See below \$750
5	Newburgh must ensure that Unitex provides the certification statement from 40 CFR 403.6(a)(2)(ii) in its self-monitoring reports.	Provide Unitex with statement form and require it be completed with its reports.	ST/City		See #6
6	Newburgh must ensure Unitex provides a slug control plan that meets the requirements of 40 CFR 403.8(f)(2)(vi).	Review Unitex's Spill plan and indicate any deficiencies. Require Unitex to resubmit plan.	ST/City		\$500

No	Recommendations	Actions to be taken	Who	Dependencies	ST Additional Hours
1	Newburgh may want to redefine daily maximum as "The maximum allowable discharge of a pollutant during a calendar day or any 24-hour period that reasonably represents the calendar day for the purpose of sampling.	Review SUO. If major revision required than statement will be included.	ST/City	City's decision to amend or substantially modify its SUO.	Included in Item #2
2	Newburgh should perform a round of monitoring for the treatment plant and industrial users for Mercury using EPA method 1631E in order to characterize its ability to meet the water quality standard and identify any industries that may be contributing Mercury.	Consider implementing a Mercury abatement program for IUs and dental clinics.	ST/City		\$8,000
3	Newburgh should consider issuing non-significant user permits to dentists ahead of the EPA's rule.	Refer to item 2 recommendation response.	ST/City		Included in Item #2
				Total Est Cost	\$18,750.

Contingencies:

- EPA may request amendments to our Audit findings response
- EPA timely response to any substantial modification of the program
- Available documentation
 - EPA comments to the proposed limits included in the August 1997 IPP program (page 2 of audit findings) provided to ST during November 2014 audit
 - Current SUO

- o Revised IPP program submittal to EPA in 1997 (page 3 of audit findings)
- o Sample EPA notification letter for non-substantial modification (page 4 of audit findings)

RESOLUTION NO.: 48 - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO A CONTRACT WITH BARTON & LOGUIDICE, D.P.C. FOR PROFESSIONAL ENGINEERING SERVICES IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$15,000.00 FOR THE CDBG PROGRAM ADMINISTRATION SERVICES IN THE LIBERTY STREET AND GRAND STREET COMBINED SANITARY SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh has experienced failures in the combined sanitary sewer system in the vicinity of Liberty Street and Grand Streets which has resulted in repeated sewer backups to residences, and deteriorated sewer mains on Liberty and Grand Streets; and

WHEREAS, Liberty Street and Grand Street Sanitary Sewer Improvements Project ("the Project") was listed on the New York State Environmental Facilities Corporation ("EFC") multi-year intended use plan as Project No. C3-7332-09-00 with a score sufficient to qualify for Project financing through EFC's traditional loan programs; and

WHEREAS, the EFC's Storm Mitigation Loan Program ("SMLP") offers a financing option for the Project consisting of a combination of 25% grant funding and 75% zero-interest loans which provide a potential Project savings to the City of 25% of the total project cost of approximately \$300,000.00, and by Resolution No.: 28-2014 of February 10, 2014, this Council authorized the Interim City Manager to execute a contract with Barton & Loguidice, D.P.C. for professional engineering services necessary to complete the application for the grant funding at a cost not to exceed \$19,900.00; and

WHEREAS, by Resolution No.: 29-2014 of February 10, 2014, this Council authorized the Interim City Manager to apply for and accept if awarded a grant and zero interest loan financing from the New York State Environmental Facilities Corporation Storm Mitigation Loan Program in an estimated Project cost of \$1,150,800.00, and upon the award of such funding to enter into and execute a documents and contracts with the New York State Environmental Facilities Corporation for said purposes and further, to carry out and comply with the terms of such project agreement(s); and

WHEREAS, by Resolution No. 289-2014 of November 24, 2014, this Council authorized the City Manager to execute an agreement for professional engineering services with Barton & Loguidice, D.P.C. in an amount not to exceed \$256,600.00 for the design and construction inspection services of new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery

Streets and assistance to secure funding awarded under the New York State Environmental Facilities Corporation Storm Mitigation Loan Program for the Liberty Street and Grand Street Sanitary Sewer Improvements Project.

WHEREAS, on January 22, 2015, EFC notified applicants that the SMLP administered by EFC would include matching funds from the United States Department of Housing and Urban Development CDBG-DR funds authorized by the Disaster Relief Appropriations Act of 2013 for the construction contracts; and

WHEREAS, the inclusion of the CDBG-DR funds requires an amendment to the professional engineering services contract with Barton & Loguidice to provide for the administration of the CDBG-DR program funds and funding for such professional engineering services shall be derived from the EFC funding award; and

WHEREAS, this Council has determined that amending the professional engineering services contract with Barton & Loguidice to include the administration of the CDBG-DR program funds under the terms of the proposal and contract amendment as attached hereto is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for the scope of work outlined in the proposal dated March 6, 2015 in an amount not to exceed \$15,000.00, with other provisions as Corporation Counsel may require, for the administration of CDBG-DR program funds in connection with funding awarded under the New York State Environmental Facilities Corporation Storm Mitigation Loan Program for the Liberty Street and Grand Street Sanitary Sewer Improvements Project.

Mayor Kennedy clarified that there are two different pots of money that are being referred to as CDBG. This one refers to a special sewer project that is not connected to the grant that the city receives every year. This project is associated with FEMA. The grant requires some administrative overhead to manage the grant. That is what this \$15,000 is for.

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

1F48-2015

**AMENDMENT NUMBER 2 ("Amendment")
 TO THE
 AGREEMENT DATED NOVEMBER 24, 2014 ("Agreement")
 BETWEEN
 THE CITY OF NEWBURGH ("Owner")
 AND
 BARTON & LOGUIDICE, D.P.C. ("Engineer")
 FOR
 PROFESSIONAL SERVICES FOR LIBERTY AND GRAND STREET
 SEWER IMPROVEMENT ("Project")**

The above referenced Agreement between Owner and Engineer is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Engineer, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

- A. The scope of services to be performed by Engineer is hereby modified as described in Attachment One.

2. Change in Compensation for Services

- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be Fifteen Thousand Dollars Even (\$15,000.00), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Engineer for this Project.
- B. Owner's method of payment to Engineer shall be as set forth in the Agreement referenced above.

3. Total Agreement

- A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Engineer for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER:	THE CITY OF NEWBURGH	ENGINEER:	Barton & Loguidice, D.P.C.
By:	_____	By:	_____
	Michael G. Ciaravino		Richard A. Straut
Title:	_____	Title:	_____
	City Manager		Executive Vice President
Date Signed:	_____	Date Signed:	_____

RECOMMENDED BY:

Jason Morris P.E.
City Engineer

Date

APPROVED AS TO FINANCES:

John Aber
City Comptroller

Date

APPROVED AS TO FORM:

Michelle Kelson
Corporation Council

Date

**Attachment One - Scope of Services for Amendment Number 2
Liberty & Grand Street Sewer Improvements**

Amendment #2
Addition of CDBG Administration
Liberty & Grand Street Sewer Improvements Project
City of Newburgh, Orange County, New York

On January 22, 2015, Barton & Loguidice, D.P.C. (B&L) in conjunction with the City of Newburgh, (City) attended a training session for the Storm Mitigation Loan Program (SMLP) administered by NYSEFC. During the training, the City was informed that the SMLP program administered by NYSEFC will also have matching funds from the Housing & Urban Development (HUD) CDBG-DR funds authorized by the Disaster Relief Appropriations Act (DRAA) of 2013 for the Construction Contracts.

The following items will be completed under this portion of the contract:

- A. Prepare program/project budgets and schedules including amendments in accordance with Community Development Block Grant (CDBG) guidelines.
- B. Prepare Quarterly, Annual Reports or other required reports in a timely manner for submittal by the City to the NYS Homes and Community Renewal (HCR).
- C. Request a cash flow from the engineer and contractors.
- D. Develop a list of monthly deadlines dates for the submittal of invoices to the City for approval and payment and advise City officials as to when CDBG funds would be released.
- E. Prepare monthly "Request of Funds" disbursement forms and track receipt of CDBG funds.
- F. Prepare monthly budget reports to track expenses incurred against the project budget.
- G. Assist the City "in completion of various forms, notifications, publications, or other paperwork as required by the NYS Homes and Community Renewal to satisfy all Community Block Grant regulations.
- H. Attendance at all monitoring visits of the NYS Homes and Community Renewal personnel.
- I. Assist the City in monitoring prevailing wage rate and labor standard compliance, as needed.
- J. Attend Pre-Construction Meetings and any other construction meetings as requested by the City or funding agency personnel.
- K. Coordinate the completion of a single audit with a qualified auditor as required by Federal Agencies, if appropriate.
- L. Assist City in gathering data and setting up files for the project per CDBG guidelines.
- M. Assist the City in completion of requirements -and document compliance with National Environmental Policy Act of 1969 (NEPA).



Engineers • Environmental Scientists • Planners • Landscape Architects

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March 6, 2015

Jason Morris, P.E. City Engineer
City of Newburgh
City Hall
83 Grand Street
Newburgh, New York 12550

Re: Amendment No. 2 to Engineering Services Agreement dated November 24, 2014
NYSEFC CWSRF C3-7332-09-00
Liberty & Grand Streets Sewer Improvements Project
City of Newburgh, Orange County, New York

File: 1352.005.002

Dear Mr. Morris:

On January 22, 2015, Barton & Loguidice, D.P.C. (B&L) in conjunction with the City of Newburgh, (City) attended a training session for the Storm Mitigation Loan Program (SMLP) administered by NYSEFC. During the training, the City was informed that the SMLP program administered by NYSEFC will also have matching funds from the Housing & Urban Development (HUD) CDBG-DR funds authorized by the Disaster Relief Appropriations Act (DRAA) of 2013 for the Construction Contracts.

Prior to this training session, both B&L and the City were unaware that the funding for the SMLP program would also include additional administrative requirements associated with the CDBG Program administered by HUD. NYSEFC themselves were not sure of the specifics of the CDBG funding program requirements and did not convey the requirements until the training session. B&L's agreement to perform professional services in support of the program was authorized by Resolution 289 of 2014 dated November 24, 2014. Amendment #1 submitted to the City on January 15, 2015 and did not include services associated with administration of the CDBG Program as it was approved prior to the knowledge of the secondary funding source. As such, B&L is submitting this request for an amendment to provide these services to the City.

Scope of Work

In order to increase our Minority and Women Business Enterprise (M/WBE) participation in compliance with the funding for the project, B&L proposes to subcontract these services to Municipal Solutions, Inc., a NYS certified M/WBE Firm.





Our Scope of Services includes:

I. CDBG Program Administration:

The following items will be completed under this portion of the contract:

- A. Prepare program/project budgets and schedules including amendments in accordance with Community Development Block Grant (CDBG) guidelines.
- B. Prepare Quarterly, Annual Reports or other required reports in a timely manner for submittal by the City to the NYS Homes and Community Renewal (HCR).
- C. Request a cash flow from the engineer and contractors.
- D. Develop a list of monthly deadlines dates for the submittal of invoices to the City for approval and payment and advise City officials as to when CDBG funds would be released.
- E. Prepare monthly "Request of Funds" disbursement forms and track receipt of CDBG funds.
- F. Prepare monthly budget reports to track expenses incurred against the project budget.
- G. Assist the City "in completion of various forms, notifications, publications, or other paperwork as required by the NYS Homes and Community Renewal to satisfy all Community Block Grant regulations.
- H. Attendance at all monitoring visits of the NYS Homes and Community Renewal personnel.
- I. Assist the City in monitoring prevailing wage rate and labor standard compliance, as needed.
- J. Attend Pre-Construction Meetings and any other construction meetings as requested by the City or funding agency personnel.
- K. Coordinate the completion of a single audit with a qualified auditor as required by Federal Agencies, if appropriate.
- L. Assist City in gathering data and setting up files for the project per CDBG guidelines.
- M. Assist the City in completion of requirements -and document compliance with National Environmental Policy Act of 1969 (NEPA).

The services to be provided by Barton & Loguidice or its Subcontractor, under this Amendment DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information



Jason Morris, City Engineer
Amendment #2
March 6, 2015
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or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly engineering opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

Fee for Services

The fee for services would be a lump sum fee of Fifteen Thousand Dollars (\$15,000). B&L proposes to bill for these services in accordance with the Agreement dated November 24, 2014. It is anticipated that these fees will be paid from available project funds.

The Engineering Report and the Financing Application submitted to NYSEFC identified Engineering & Implementation costs as 15% of the project costs, for a total of \$307,100. Engineering Costs to date are \$276,500, including the separately funded Preliminary Engineering Report. With the proposed amendment, B&L's contract remains below the amount budgeted for engineering costs and will total \$291,500 or just over 12% of project costs.

Liberty & Grand Street Agreement Summary	Amount
Design, Bidding & Construction Phase Professional Services	\$ 256,600
Amendment #1 inclusion of NYSEFC professional services bid packet	\$ 0
Amendment #2 inclusion of CDBG administration during construction	<u>\$ 15,000</u>
Total	\$ 271,600

Thank you for this opportunity to be of service to the City of Newburgh in advancing this important project. Please do not hesitate to contact us should you have any questions.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over the typed name.

Donald H. Fletcher
Vice President

ATE/ojf



RESOLUTION NO.: 49 - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
THE CHAZEN COMPANIES, INC. FOR A SOIL VAPOR INTRUSION PILOT TEST AND
DESIGN RELATED TO THE FUTURE INSTALLATION OF A SUB-SLAB
DEPRESSURIZATION SYSTEM AT THE DEPARTMENT OF PUBLIC WORKS
BUILDING AT A COST OF \$11,000.00

WHEREAS, by Resolution No. 36-2015 of February 23, 2015, this Council authorized 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; and

WHEREAS, The Chazen Companies, Inc. did perform a vapor intrusion analysis of the Department of Public Works Building and the results of such analysis require additional testing; and

WHEREAS, The Chazen Companies have submitted a proposal for a vapor intrusion pilot test and design to support the installation of a sub-slab depressurization system in the Department of Public Works and the proposal includes testing, evaluation, a report and a preliminary design services; and

WHEREAS, the cost for these services will be \$11,000.00 and such funding shall be derived from A.1364.0448; and

WHEREAS, 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 soil vapor intrusion pilot test and design related to the future installation of a sub-slab depressurization system at the Department of Public Works Building at a cost of \$11,000.00.

City Engineer Jason Morris explained the resolution. He pointed out that this is the first step in designing the sub-slab depressurization system at DPW.

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

49-2015



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

February 19, 2015

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

*Re: City of Newburgh DPW Garage
SVI Pilot Test and Design Proposal
Chazen Job No: 41448.00*

Dear Mr. Morris:

The Chazen Companies (Chazen) appreciates the opportunity to continue assisting the City of Newburgh with a Soil Vapor Intrusion Pilot Test and Design Proposal at the DPW garage on Pierces Road, City of Newburgh.

Task 5 – SVI Pilot Test and Preliminary Design

Chazen will advance a series of temporary ventilation wells immediately below the floor slab and drill pilot holes around each well to determine the depressurization radius achieved during application of a brief negative pressure test. The radius of influence of each test well will suggest the location for the next test well, advancing across the floor slab of the DPW garage until we tentatively identify the minimum number of ventilation ports needed to maintain low pressure under the majority of the floor.

Project costs can be reduced if the City can provide an 80-100 cfm compressor to support the ventilation tests and/or a dedicated person with a floor drill and bit available to help drill pilot holes as the work advances.

Results of the test will be summarized in the form of a simple floor diagram with a recommended layout of locations serving as a basis of design for ventilation points to be installed as part of a full-capacity Sub-Surface Depressurization System (SSDS).

Given that PCE was detected in all three sub-floor samples during the Vapor Assessment study, we are not recommending further sampling at this point. If the pilot test program identifies an area that is extremely difficult to ventilate, we may recommend pulling a sample from the recalcitrant area to confirm that it requires ventilation.

If the sub-slab environment proves unsuitable for installation of an SSDS system (for instance, clay or other ventilation-blocking media are encountered), the field investigation will be terminated, in consultation with your office.

Task, Fee and Time Schedule Summary

It is difficult to estimate costs for an iterative investigation. If the City can provide a person and a compressor, our daily rate is likely to fall in the range of \$2,400, which includes our two-person crew, two floor drills, adaptors for the compressor and vapor pressure sensors. With a three-person crew, we are likely to be able to complete an investigation in 2 to 3 days given the foot-print of the DPW building which is estimated to be a simple slab-on-grade construction with no interior sub-floor footing separations (e.g. multiple interior foundation walls). If the City does not wish to provide a compressor or a person, daily rates would increase or work would take longer and rental costs for a compressor would apply. It will take up to 2 days to assemble a simple report summarizing findings and presenting a basis for design of an SSDS system.

Tasks		Fee Estimates		
Task No.	Task Description	Lump Sum Fee Bill	Time & Materials Estimate	Laboratory Fees
005	SVI Pilot Test and Preliminary Design Study		\$11,000	NA
Totals			\$11,000	NA
Total Estimated Cost		\$11,000		

Agreement

You have previously signed our standard professional services contract and our prior proposal outlined our monthly billing procedures. Your signature below authorizes the tasks above and agrees to the terms and conditions of our professional services contract. This proposal is dependent on Chazen personnel who will not be available to this job-site after mid-April; accordingly, this proposal is good for 15 days or such that work can be conducted in March of 2015.

Thank you again for the opportunity to be of service.

Sincerely,



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

Authorizing Signature and Date

RESOLUTION NO.: 50 - 2015

OF

MARCH 23, 2015

RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$15,060.00 FROM GENERAL FUND CONTINGENCY
TO ENGINEERING - CONSULTANTS SERVICES AND

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$15,060.00	
A.1440.0455 Engineering - Consultants Services		\$ 4,060.00
A.1364.0448 Expense of Property Acquired Other Services		\$11,000.00

Councilwoman Angelo moved and Councilwoman Lee 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.: 51 - 2015

OF

MARCH 23, 2015

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION
REGARDING THE IN REM TAX FORECLOSURE OF LIENS FOR THE YEAR 2011
RELATIVE TO
20 DUBOIS STREET (SECTION 30, BLOCK 1, LOT 38),
41 DUBOIS STREET (SECTION 29, BLOCK 5, LOT 15) AND 43 DUBOIS STREET
(SECTION 29, BLOCK 5, LOT 14) AND AUTHORIZING TRANSFER OF SAID
REAL PROPERTY TO THE NEWBURGH COMMUNITY LANDBANK**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens; and

WHEREAS, the County of Orange, as the holder of a certain mortgage, served an Answer to such proceeding in regard to the foreclosure of 20 Dubois Street, Section 30, Block 1, Lot 38; 41 Dubois Street, Section 29, Block 5, Lot 15; and 43 Dubois Street, Section 29, Block 5, Lot 14; and

WHEREAS, the City and the County are prepared to settle such action upon certain terms and conditions contained in a written stipulation of settlement; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter upon the terms proposed without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to settle the litigation related to the tax foreclosure of the properties located at 20 Dubois Street, Section 30, Block 1, Lot 38; 41 Dubois Street, Section 29, Block 5, Lot 15; and 43 Dubois Street, Section 29, Block 5, Lot 14; and

BE IT FURTHER RESOLVED, by the City Council that the City Manager be and he is hereby authorized to execute a stipulation of settlement with the County of Orange and other documents as the Corporation Counsel may require, to effectuate the settlement as herein described; and

BE IT FURTHER RESOLVED, by the City Council that the City Clerk be and she hereby is authorized to issue withdraw the tax liens with respect to the properties in the tax foreclosure proceedings bearing Orange County Index Nos. 2010-012561, 2012-001071, 2012-010220, 2013-10248 and 2014-8858; and

BE IT FURTHER RESOLVED, by the City Council that the City Manager be and he is hereby authorized to execute a release of restrictive covenants numbered 1, 2, 3, 4, 5 and 6 contained in deeds dated August 16, 2007 from the City of Newburgh to Housing Opportunities For Growth, Advancement and Revitalization, Inc.; and

BE IT FURTHER RESOLVED, by the City Council that the sale of the properties located at 20 Dubois Street, Section 30, Block 1, Lot 38; 41 Dubois Street, Section 29, Block 5, Lot 15; and 43 Dubois Street, Section 29, Block 5, Lot 14 to the Newburgh Community Land Bank is confirmed subject to preserving the use of the properties as affordable housing and to the Disposition Policies of the Newburgh Community Land Bank and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser; and

BE IT FURTHER RESOLVED, by the City Council New York, that the properties are not required for public use.

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

RESOLUTION NO.: 52- 2015

OF

MARCH 23, 2015

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH
THE NEWBURGH COMMUNITY LAND BANK AND EXPRESSING
CONTINUED SUPPORT FOR THE BROADWAY CORRIDOR STRATEGIC ACTION
PLAN FOR THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 74 of March 24, 2014, the City Council of the City of Newburgh expressed its support for the application of the Greater Newburgh Partnership for a Central Hudson Main Street Revitalization Grant to support the Broadway Corridor Strategic Action Plan Project (the "Project"); and

WHEREAS, the Project is intended to establish a unified vision for the entire Broadway corridor, develop and comprehensive action plan for Broadway and coordinate with area stakeholders, including local and regional agencies, residents and the local business community; and

WHEREAS, Central Hudson awarded a \$250,000.00 grant to develop and implement a Complete Streets Demonstration Project on a 3 block section of Broadway; and

WHEREAS, the City of Newburgh intends to leverage funding from remaining from a U.S. Department of Housing and Urban Development Economic Development Initiative Grant to engage the Pace University Land Use Law Center, through a sub-recipient grant agreement, to facilitate the planning and implementation of the Project; and

WHEREAS, the Newburgh Community Land Bank has agreed to undertake the design of the Complete Streets Demonstration Project with funding from the Central Hudson Main Street Revitalization Grant for a 2 block section of Broadway with connecting complete streets pan north on Chambers Street and South on Liberty Street; and

WHEREAS, the City and the Newburgh Community Land Bank wish to define their goals, objectives and responsibilities to the Project by entering into a Memorandum of Understanding (MOU), attached hereto and made part hereof; and

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh and its further development to continue with the Project and enter into an MOU with the Newburgh Community Land Bank;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that this Council continues to support the Broadway Corridor Strategic Action Plan Project; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to execute the attached Memorandum of Understanding with the Newburgh Community Land Bank in substantially the same form with other provisions as Counsel may require to support the design and implementation of the Complete Streets Demonstration Project as supported by the Central Hudson Main Street Revitalization Grant Award.

Mayor Kennedy remarked that it is a great idea to suggest that this project be put onto our own website. The LandBank has been working with us in the execution of this.

Councilwoman Mejia stated this is a continuation from last year when the City approved work to be carried out in a grant application that was made to Central Hudson. The LandBank had always been one of the partners working on the grant. We have always talked about Broadway and the way it should look. This is just a temporary landscaping so that we can get a feel for what a streetscape should look like; and then leverage that look to apply for other grants that can help improve the infrastructure that needs to be done underground.

Mayor Kennedy remarked that Broadway is one of the streets that need to be improved, as it is the major thoroughfare in this city. Also we are looking at ways to make Broadway safer. It is not a safe street to cross. This is a demonstration project. The LandBank is a partner.

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.: 53 - 2015

OF

MARCH 23, 2015

**A RESOLUTION REALLOCATING REMAINING PORTION OF THE \$196,000.00
ECONOMIC DEVELOPMENT INITIATIVE GRANT FROM THE UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR
THE BROADWAY CORRIDOR PLAN AND ZONING IMPLEMENTATION WORK
WITH THE PACE UNIVERSITY LAND USE LAW CENTER
AND TREE SURVEY WORK BY THE CONSERVATION ADVISORY COUNCIL AND
AUTHORIZING AN AGREEMENT WITH THE PACE UNIVERSITY
LAND USE LAW CENTER AS A SUB-RECIPIENT OF THE GRANT FUNDS
ALLOCATED TO THE BROADWAY CORRIDOR PLAN**

WHEREAS, by Resolution No. 45-2010 of March 8, 2010 the City of Newburgh accepted an Economic Development Initiative Grant, Federal Action Number B-08-SP-NY-0469 ("EDI Grant") in the amount of \$196,000.00 from the United States Department of Housing and Urban Development for planning and design efforts; and

WHEREAS, by Resolution No. 230-2010 of September 7, 2010, adopted on October 18, 2010, the City of Newburgh established a budget for the EDI Grant, which included \$86,000.00 for a Broadway Corridor study; and

WHEREAS, by Resolution No. 119-2012, adopted July 16, 2012, the City of Newburgh authorized the reallocation of \$86,000.00 of the EDI Grant funds for planning activities in the Newburgh Community Land Bank target area further authorized the City Manager to execute a sub-recipient grant agreement with the Newburgh Community Land Bank for the administration of the reallocated grant for planning activities in the Newburgh Community Land Bank target area; and

WHEREAS, there is a total of \$69,775.00 remaining from the grant award in CG.8684.4789.3007.32010 which must be expended by September 30, 2015; and

WHEREAS, The Pace University Land Use Law Center has proposed a plan to facilitate and manage a Complete Streets Policy Program to include the development and implementation of a comprehensive short-term and long-term complete streets program for Broadway with technical planning and policy guidance provided by Kevin Dwarka Land Use and Economic Consulting and continues to provide substantial guidance and technical support to the City's Distressed Property Initiative which includes the adoption and implementation of a new zoning code; and

WHEREAS, the Conservation Advisory Council proposed to the City Council its plan for a tree survey of the City of Newburgh in accordance with its mission and responsibilities as set forth in Chapter 159 of the City Code; and

WHEREAS, the City Council finds that reallocating the EDI grant funds for the aforementioned purposes is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council authorizes the reallocation of the remaining \$69,775.00 of the EDI Grant funds as follows:

1. \$40,000.00 for the Broadway Corridor/Complete Streets Policy Program and sub-recipient grant agreement with Pace University Land Use Law;
2. \$17,700.00 for zoning code implementation activities;
3. \$12,075.00 for a tree survey to be managed by the Conservation Advisory Council; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute a sub-recipient grant agreement in substantially the same form as annexed hereto with other provisions as Counsel may require with the Pace University Land Use Law Center for the administration of the reallocated grant funds consistent with the Broadway Corridor/Complete Streets Policy Program set forth in the scope of work set forth in Schedule "A" of the agreement.

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

#53-2015

AGREEMENT

THIS AGREEMENT, entered into this _____ day of March 2015

BY AND BETWEEN:

NAME: Pace University

ADDRESS: One Pace Plaza, NY, NY 10038

FEDERAL EMPLOYER ID #: 13-5562314

a Corporation established in accordance with the laws of the State of New York hereinafter referred to as the "VENDOR", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY", and the City, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as "THE CITY".

ARTICLE I. SCOPE OF SERVICES

- (1) The Vendor shall establish and implement a program within the City of Newburgh as set forth in the Vendor's funding proposal and assures the City that the Vendor will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Vendor to execute their program. When required, it may request pertinent assistance from other agencies.
- (2) The Vendor shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities.
- (3) The Vendor agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Vendor on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the City Manager.
- (4) The Vendor agrees to provide administrative support to carry out this service as stated in Article I(4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. TERMS OF CONTRACT

(1) The services of the Vendor are to commence upon execution of this agreement and extend for a period ending one (18) months from the date thereof, or as otherwise provided herein.

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE THE CITY

(1) Upon request by the Vendor, the THE CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager.

(2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

(1) The Vendor hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.

(2) The Vendor hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.

(3) All Vendor invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Vendor's invoices are based are subject to audit by the CITY.

ARTICLE V. COMPENSATION

(1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Vendor shall be deemed executory to the extent that grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed) **\$40,000 DOLLARS** as full payment for all services rendered by the Vendor during the period of this agreement.

(3) The City may withhold any payment whenever the Vendor fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Payments shall made as follows:

20% upon execution of the contract
40% June 15, 2015
40% August 15, 2015

(b) Payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the City Manager of the City.

(c) City of Newburgh agrees to pay invoices within 30 days of receipt of vouchers.

(d) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from Economic Development Initiative Grant, Federal Action Number B-08-SP-NY-0469 in CG.8684.4789.3007.32010. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Vendor shall comply with its Equal Employment Opportunity policies and procedures.

ARTICLE VIII. ASSIGNMENT BY THE VENDOR

The Vendor represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City Manager.

ARTICLE IX. RECORDS AND REPORTS

(1) The Vendor shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Vendor, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Vendor agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Vendor shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the City Manager.

ARTICLE X. AUDITS

(1) Upon the City's request, Vendor shall make available its audited financial statements for the fiscal period covered by this Agreement.

(2) The Vendor shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Vendor in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The Vendor hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Law of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

The Vendor represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Vendor further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Vendor by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Vendor to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Agency from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

(1) The Vendor hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Vendor further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments, during his/her tenure in office or for one year thereafter, shall have any interest,

direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Vendor shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

The Vendor represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, at any time by written notice to and with the written agreement of the Vendor, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Vendor or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Vendor or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Vendor under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City/THE CITY and shall be submitted to it.

(2) In the event of termination, the Vendor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Vendor, the City may withhold from any payments due the Vendor for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Vendor.

ARTICLE XIX. INDEMNIFICATION

(1) The Vendor hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Vendor or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Vendor hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR NEW YORK STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Vendor, its agents and employees).

(4) The Vendor shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Vendor shall provide Worker's Compensation Insurance in accordance with the statutes of the State of New York.

(B) The Vendor shall carry Liability and Property Damage Insurance with limits of not less than:

BODILY INJURY LIABILITY

Each Person
\$1,000,000

Each Occurrence
\$2,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the Vendor, City have executed this Agreement the day and year herein mentioned.

VENDOR

WITNESS BY:

By _____

Title _____

Date: _____

CITY OF NEWBURGH

By _____
City Manager

Date _____

APPROVED AS TO FORM BY:

Corporation Counsel

WITNESS

BY: _____

APPROVED BY:

Comptroller

**ATTACHMENT I
SCOPE OF WORK**

The Complete Streets Policy Program entails the development and implementation of a comprehensive short-term and long-term complete streets program for Broadway. The Land Use Law Center (LULC) will manage this initiative with technical planning and policy guidance provided by Kevin Dwarka Land Use and Economic Consulting (KDLLC). The team will conduct the following seven tasks.

Task
Task 1: Organize team of stakeholders including residents, merchants, business owners, non-profit organization, and city staff with an interest in Broadway's revitalization
Task 2: Facilitate regularly scheduled working group meetings that include specialized training for complete streets projects as well as site visits to successfully implemented complete streets programs in the New York Metro Area.
Task 3: Draft, design, and distribute press releases describing the process, design, and launch of Broadway revitalization project.
Task 4: Identify the full range of federal, state, and private funding sources that can be pursued to leverage initial investments in Broadway's rehabilitation toward long-term infrastructural upgrades and capital improvements.
Task 5: Help the Working Group decided upon a complete streets policy and present it to the Newburgh Council for adoption.
Task 6: Establish Complete Streets Short-Term and Long-Term Implementation Plan including (a) operations plan; (b) budgetary determinations; (c) design guidance and; (d) evaluation procedures.
Task 7: Support the Land Bank in the design, construction, and operation of an initial complete streets installation.

RESOLUTION NO.: 54 - 2015

OF

MARCH 23, 2015

A RESOLUTION OF THE CITY COUNCIL ESTABLISHING CONTINUED SUPPORT FOR THE CITY OF NEWBURGH'S DISTRESSED PROPERTY REMEDIATION POLICY

WHEREAS, the Land Use Law Center at Pace Law School has met with City staff and officials; the City's land use boards; and community stakeholders; conducted trainings; made presentations; researched best land use practices from other municipalities within New York State and across the country; and submitted reports to the City Council, all to help address and remediate Distressed Properties in the City of Newburgh; and

WHEREAS, by Resolution No. 255-2010 of November 8, 2010, the City Council of the City of Newburgh accepted the Addressing Distressed Properties report of the Land Use Law Center at Pace Law School, in conjunction with the Center for Community Progress, and adopted a Distressed Property Remediation Policy for the City based on the report's general policy recommendations to improve the City's code enforcement process, create a land bank, and establish a system of development readiness; and

WHEREAS, also by Resolution No. 255-2010 of November 8, 2010, the City Council created a Distressed Property Task Force comprised of City staff and officials and representatives of interested community groups to develop a step-by-step process for implementing recommendations from the Addressing Distressed Properties report; and

WHEREAS, by Resolution No. 47-2011 of February 28, 2011, the City Council authorized the creation of the Newburgh Community Land Bank to take title to certain City-owned improved and vacant properties to hold, manage, and restore these properties to the property tax roll; and

WHEREAS, by Resolution No. 87-2012 of June 18, 2012, the City Council accepted the Streamlining Newburgh's Land Use Process report of the Land Use Law Center at Pace Law School and authorized implementation of its recommendations, including an update to the City's zoning code to remove unnecessary regulatory barriers, consolidation of all environmental and advisory committees into a new Conservation Advisory Council, and streamlined processes for environmental, coastal consistency, historic preservation, and general project review; and

WHEREAS, by Resolution No. 18-2013 of January 28, 2013, the City Council accepted Professors Joseph Schilling and Kermit Lind's Code Enforcement Assessment Report and its recommendations, authorizing a comprehensive update of the City's code enforcement processes

and technologies through the development of (1) a real property data system to support data-driven plans and actions and to provide research and staffing for projects and programs, including those of community based organizations and (2) a technology and communications strategy for streamlining code enforcement operations and making code enforcement actions more transparent; and

WHEREAS, the City Council continues to support the City's Distressed Property Remediation Policy and finds that maintaining this policy 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 supports continued efforts to remediate distressed property through ongoing efforts of the Newburgh Community Land Bank, the City's Departments of Code Compliance and Planning and Development, and streamlined project review and approval processes in the City of Newburgh; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh hereby supports continued collaboration with the Land Use Law Center at Pace Law School in its efforts to implement the City's Distressed Property Remediation Policy; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to direct the City staff to fully implement the City of Newburgh Distressed Property Remediation Policy; to oversee and manage the Distressed Property Task Force as a tool to implement the City of Newburgh Distressed Property Remediation Policy.

City Manager Michael Ciaravino stated that we are engaged in a comprehensive and global review of how the fire and building departments perform work as it relates to enforcement issues. This includes not only the vacant property, but also our rental property registry. We are exploring every database that is available to us within the various departments. We should be cross-checking the vacant building registry with the water usage information from our water department. If there is no water running through the building, then we can infer that the property is probably vacant. It is important for us to do a full evaluation and re-design of how best to maximize the inspection teams to work in a coordinated effort to move this city further while also ensuring that our buildings are safe. He told everyone to expect more details about this as he continues to meet with staff on a daily, as well as a weekly basis. He hopes to have a progress report at the next meeting inclusive of some numeric data that reflects what he has outlined this evening.

Kennedy stated that they are taking this matter very seriously. She estimated that there are about 7000 rental units in the city. When you break that down that

equals roughly 400 rental units that need to be inspected per month. It is necessary for us to lay out a plan and track where we are going with all of this.

Councilwoman Lee is offended that the council has allowed a community member to call an employee out by name and blame him for the deaths of two city residents. She publicly stated that Mr. Hunter is not responsible for the deaths of anybody. We are the city council and the buck stops with us. She hopes that at some point the City Council and the City Manager will apologize to Mr. Hunter for allowing the residents to blame him for what we all know he did not do.

Councilwoman Abrams moved and Councilwoman Lee 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.: 55-2015

OF

MARCH 23, 2015

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO DEVENDER CHHABRA
TO THE PREMISES KNOWN AS 187-191 BROADWAY
(SECTION 36, BLOCK 1, LOT 1)**

WHEREAS, on May 3, 2004, the City of Newburgh conveyed property located at 187-191 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 36, Block 1, Lot 1, to Devender Chhabra; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

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

RESOLUTION NO.: 56 - 2015

OF

MARCH 23, 2015

A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR APRIL 13, 2015 TO HEAR PUBLIC COMMENT
CONCERNING THE ADOPTION OF THE REVISED CHAPTER 300 ENTITLED
"ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

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 adoption of the revised Chapter 300 Entitled "Zoning" of the Code of Ordinances of the City of Newburgh; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 13th day of April, 2015, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York; and

BE IT FURTHER RESOLVED, that copies of the revised Chapter 300, "Zoning" are available for review on the 1st Floor of City Hall, Office of the City Clerk, 83 Broadway, Newburgh NY 12550, the Bureau of Code Compliance, 123 Grand Street, Newburgh, NY 12550; and further available for review at the Newburgh Free Library, 124 Grand Street, Newburgh, NY 12550; and can also be viewed on the City of Newburgh Website at <http://www.cityofnewburgh-ny.gov/rezoning>.

Mayor Kennedy commented that it does not necessarily mean that we will vote on this on April 13, 2015. It means that we will begin the public comment period concerning the zoning.

Councilwoman Mejia pointed out that two types of meetings were held so far. One type was the Quarterly Distressed Properties meeting that was conducted by Ms. Glenn. The other type was Councilwoman Holmes' Ward meeting. Mejia wants people to understand the full view. We have discussed the differences between last time and this time. The difference is that the text was released from Friday, so it is not like we are starting from a certain point.

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.: 57 - 2015

OF

MARCH 23, 2015

A RESOLUTION AMENDING RESOLUTION 276-2014 OF NOVEMBER 10, 2014
AUTHORIZING THE CITY OF NEWBURGH TO ACCEPT THE FIVE YEAR
CONSOLIDATED PLAN, FISCAL YEAR 2015 ANNUAL ACTION PLAN AND
DIRECT STAFF TO SUBMIT SUCH DOCUMENTS TO THE UNITED STATES
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

WHEREAS, the City of Newburgh (the "City") administers the federal Community Development Block Grant (CDBG) for the City; and

WHEREAS, the City is required by federal regulations to submit to the Department of Housing and Urban Development (HUD) a Five Year Consolidated Plan which describes the Housing and Community goals and objectives to be undertaken by the City using the above federally funded program; further describes the needs in housing, community development and other special needs; and the fiscal year 2015 Action Plan describes the specific activities undertaken under the CDBG program; and

WHEREAS, the City Council, Community Development Director and CDBG Advisory Committee, have developed the plan based on community input; and a public hearing was held on July 14, 2014 to solicit public input, including input from several focus groups; and the Consolidated Plan was made available for public review for 30 days; and a second public hearing was held on October 27, 2014 to solicit public comments on the draft Consolidated Plan and draft Action Plan; and

WHEREAS, by Resolution No. 276-2014 of November 10, 2014, this Council accepted the City of Newburgh Five Year Consolidated Plan and the Fiscal 2015 Annual Action Plan and authorized staff to submit said Plans to the U.S. Department of Housing and Urban Development; and

WHEREAS, the 2015 Action Plan has been modified to include a proposed allocation of \$879,034.00 and program income of \$50,000 to be allocated to park improvements, infrastructure and street improvements, administration and planning, Downing Park Greenhouse Improvements, business service and facade improvement, community policing and neighborhood services, and small business resolving loan fund; and

WHEREAS, this Council has determined that accepting the 2015 Action Plan as modified is in the best interests of the City of Newburgh and its residents;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Newburgh hereby accepts the City Five Year Consolidated Plan and Fiscal Year 2015 Annual Action Plan as modified and provided by the City staff and its consultants subject to a letter of final award and the establishment of a budget; and

BE IT FURTHER RESOLVED, that the City Manager, and his designees, are hereby authorized to submit the City's Five Year Consolidated Plan and Fiscal Year 2015 Annual Action Plan as modified to the United States Department of Housing and Urban Development.

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

RESOLUTION NO.: 58 - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A GRANT FROM THE
UNITED STATES DEPARTMENT OF JUSTICE FOR THE VIOLENT GANG
AND GUN CRIME REDUCTION PROGRAM (PROJECT SAFE NEIGHBORHOOD)
FOR A MAXIMUM GRANT AWARD OF \$500,000.00
WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice ("DOJ") under the FY2015 Violent Gang and Gun Crime Reduction Program (Project Safe Neighborhoods ["PSN"]); and

WHEREAS, PSN is designed to create safer neighborhoods through a sustained reduction in crime by providing support to state, local and tribal efforts to reduce gun and gang-related violent crime; and

WHEREAS, the purpose of PSN is to reduce gun crime and gang violence by the most violent offenders in the most violent neighborhoods by employing a research-driven, intelligence-led, and problem-solving approach to reduce firearms and gang violence through enforcement, deterrence, and prevention; and

WHEREAS, the City of Newburgh Police Department wishes to apply for funding with a maximum grant award of \$500,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, if awarded, the City of Newburgh Police Department would use the funding, in conjunction with the US Attorney's Office for the Southern District of New York and the Center for Court Innovation, to support a group violence intervention project; and

WHEREAS, the grant request includes funding for a Lieutenant which would be the law enforcement point of contact, a Patrol Officer to work under the Lieutenant, and overtime to provide for additional law enforcement support and actions; and

WHEREAS, this Council has determined that applying for such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded funding from to United States Department of Justice under the FY2015 Violent Gang and Gun Crime Reduction Program (Project Safe Neighborhoods) for a maximum grant award of \$500,000.00, with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

Mayor Kennedy pointed out that this grant has nothing to do with non-profit organizations.

Acting Police Chief Dan Cameron explained that this is a federal grant that can be utilized to complement the existing state anti-violence grant. That program has decreased gun violence by 33% since its inception. This is federal money that will assist in our efforts. It will be used mostly for manpower and structural organization in the police department.

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

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

ADOPTED

=58-2015

**City of Newburgh, New York
Violent Gang and Gun Crime Reduction Program
(Project Safe Neighborhoods)
FY 2015 Competitive Grant Proposal**

Statement of the Problem: The City of Newburgh, NY is located on the west bank of the Hudson River, approximately 60 miles north of New York City. The City of Newburgh is 3.8 square miles with a 2010 Census population of 28,866 residents. The City of Newburgh is defined by high violent crime levels, low employment, low homeownership rates, high rates of vacant/distressed properties and escalating poverty levels, along with many other sociological ills. Over 26% of the residents in Newburgh live below the poverty line. Census data for 2010 reveals nearly a third of Newburgh's population is under the age of 18, higher than the New York State rate. Roughly 33% of families with children under age 18 live in poverty in Newburgh. Many of the social problems plaguing Newburgh are now generational going back decades.

Among the many sociological ills is Newburgh's high rate of violent crime. Analysis of Federal Bureau of Investigations 2013 Uniform Crime Report data for jurisdictions with a population over 10,000 places the City of Newburgh among the top fifty most violent places per capita in the county (#38). Other cities that rank on this list include Detroit MI, Flint MI and Oakland CA. The City of Newburgh has ranked among the most violent cities in the United States for years. Additionally, the City of Newburgh has been the most violent jurisdiction in the entire State of New York for several years, despite reductions in crime levels.

Violence and social distress converge in Newburgh in ways that greatly exacerbate the problems. The high juvenile population has already created a naturally larger pool of children to participate in deviant behavior. It is readily accepted that criminal activity tends to escalate during the teen years into early adulthood. The larger juvenile population puts Newburgh at a disadvantage. Analysis of Assault 1st arrests of males in the City of Newburgh for a five year

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period of time shows the highest volume of arrests occurs between the ages of 16 and 19 (32%), followed by subjects ages 20 to 24 (23%). The extreme violence during the teenage years combined with the high volume of juvenile residents in the City shows a need for a multipronged approach to reducing violent crime in Newburgh.

The City of Newburgh experienced reductions in violent crime during the last two years (2013 and 2014). Despite overall reduction in violent crime, Aggravated Assault revealed a 5% increase in 2014 compared to 2013. The City has made major strides in violence reduction, but some crime types have proven difficult to target. Violence involving a firearm has been particularly difficult. Despite reductions in total violent crime in 2014, firearm related violent crime increased by nearly 12% and was above a five year average. The Police Department had a banner year in homicide reduction in 2014, but the last few years show the proportion of gun related homicides ranges from 80 to 100%. The Police Department was able to achieve a reduction in robbery of 17% in 2014, along with a decrease of 40% in gunpoint Robberies. Robbery levels for 2014 were well below a five year average. Unfortunately, the City experienced a significant increase in gun related Aggravated Assaults of over 60% compared to 2013. This figure was well above a five year average and cause for great concern. Drilling down on actual bullet to body shootings shows an increase of 17% in 2014 for a five year high.

Monthly meetings show analysis of gun related activity trends and patterns throughout the city. Law enforcement officials and commanders have been closely watching an increase in recovered handguns in 2014 as well. This trend has been ongoing for the last few years with the monthly average of recovered handguns going up each year. Recovered handgun levels in 2014 were well above the five year average as well as above the statistical calculation of normalcy.

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The City experienced a 3% increase in recovered handguns in 2014 after a 36% increase in 2013. The City of Newburgh Police Department also has the ability to analyze calls for service data. Gun related calls for service showed an increase of 16% in 2014 compared to 2013. These call types have been steadily increasing for the last three years.

Crime in the City of Newburgh geographically concentrates tightly and overlaps with great consistency with several negative socioeconomic indicators. If the City is cut in half north to south, 70% of the Part One crime activity and 77% of all violent crime occurs in the eastern half of the city. This included 79% of the City's Aggravated Assaults for the year and 94% of the bullet-to-body shootings. This area also shows the highest population densities, poverty, increased renter occupied housing and unemployment, among other social ills. If the area is reduced to a third of the city's geographic area (east of Robinson Ave to the Hudson River and south of South St to the City's southern border), there is still an abundant number of Part One crimes. Approximately 57% of the Part One crime activity in 2014 occurred in this small area. This included 68% of the violent crime for the year. This area is known for multiple drug dealing corners and gang activity. These issues contributed to high gun related activity in the area as well. This small region yielded 75% of all gun related activity for the year with 79% of all bullet to body shootings.

There have been multiple local and federal law enforcement actions in the last several years which unfortunately resulted in only short-term crime reductions. Close tracking of crime levels over time have shown large scale raids or temporary increased enforcement actions yielding a high volume of arrests do not result in long-term crime reduction. It is believed that the large volume of arrests creates a disruption in the criminal ecology of the City of Newburgh. The

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remaining criminals and/or gang members vie for turf and power, and unfortunately, any gains in crime reduction are short-lived – crime drops dramatically for a short period of time, then increases exponentially when efforts end.

The Newburgh Police Department believes that a comprehensive program that targets the multiple causes of violent crime in the city is necessary to ensure long term crime reduction. The Police Department has partnered with many agencies in working towards implementing a group violence reduction model in Newburgh. Based on the work of Dr. David Kennedy of the National Network for Safe Communities and John Jay School of Criminal Justice and his Ceasefire Model, the Newburgh Police Department has completed the ground work necessary to target the group dynamics that frequently lead to violence and shootings. The Newburgh Group Violence Intervention Program is on the path to implement the full “call-in” structure of previous successful Ceasefire replications.¹

Project Design and Implementation: Working PSN Task Force partners (Newburgh Police Department, Orange County District Attorney’s Office, U.S. Attorney’s Office, Southern District of New York) plan to implement the Group Violence Reduction Strategy. All partners understand that there must be fidelity in the implementation of best practices in order to garner similar reductions in crime. The Task Force will employ a multi-prong strategy that incorporates each of the designated PSN design strategies: 1) Partnerships; 2) Strategic Planning & Crime Analysis; 3) Training; 4) Outreach; and 5) Accountability and Data-Driven Efforts. The overarching goals of the project are to: develop and utilize a robust partnership of federal and

¹ Braga, A. A., Kennedy, D. M., Waring, E. J., & Piehl, A. M. (2001). Problem-oriented policing, deterrence, and youth violence: An evaluation of Boston’s operation Ceasefire. *Journal Of Research In Crime and Delinquency*, 38, 195–226.

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local criminal justice agencies and reduce gun and gang crime city-wide. The proposed project's goals will be achieved through the following:

Group Violence Reduction Strategy (PSN Strategies 1-5): The task force will implement offender call-in meetings of evidence-based group violence reduction strategy pioneered by the National Network of Safe Communities. Under this model, individuals under supervision (probation and parole) attend call-ins where members of law enforcement, civic leaders, activists, residents and others provide a message for the groups to cease their violent behavior or face significant law enforcement actions. These individuals are then tasked to act as messengers to inform their fellow group members that the entire group is on notice and further violence by any of them will lead to significant law enforcement action and prosecution against everyone in the group. At the same time, services are offered to those attending the call-ins along with any member of their group. Should any individual decide they want help, a network of service providers is made available to assist them in their journey away from violence. These call-ins work to put pressure on groups or gangs members to keep behavior in check under the theory that those key individuals will in turn exert pressure on remaining group members. Utilizing subjects under Probation and Parole supervision garners added leverage necessary to alter violent behavior.

The National Network for Safe Communities recently performed a comprehensive analysis of group-involved violence in Newburgh and determined a high level of this type of violence existed. Additionally, with funding from a New York State Division of Criminal Justice Services (DCJS) Gun Involved Violence Elimination (GIVE) grant, the Newburgh Police Department has been working closely with Dr. Kennedy and the National Network for Safe Communities to conduct primary analysis of existing groups in Newburgh, laying the groundwork for this

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program. Through this funding, a Program Manager will be hired (by the Orange County District Attorney's Office) to organize the call-ins, and manage and organize Newburgh-based social service agencies participating in the call-ins. This DCJS grant also provides a Crime Analyst and Field Intelligence Officer to the Police Department to track violent crime trends and dangerous group interactions and membership.

The City of Newburgh already has already established the basic foundation for a successful group violence intervention program. Due to the extensive existing working partnerships and current commitment of DCJS to support a group violence intervention program, a portion of the full program has already been implemented. The National Network for Safe Communities has already performed an extensive amount of longitudinal data analysis, as well as extensive one-on-one interviews of police officers and detectives on shootings, homicides, and violent groups in Newburgh. Multiple social service agencies have also agreed to participate in call-ins, and law enforcement partners have agreed to work on enforcement actions when required. Once the Program Manager position is filled by the DA's Office (within a few months), the partnership will select subjects under supervision who are impact players within the most violent groups in the city to compel them to attend a call-in. Experience from other call-in replication sites has shown that the locations of call-ins should be unrelated to the criminal justice system. As such, call-ins will be held at location like the Newburgh Armory Unity Center and other civic locations within the city.

Technical assistance provided by National Network for Safe Communities has revealed that a truly successful group violence intervention program also requires a Law Enforcement Point of Contact within the police department. This individual organizes the law enforcement

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component of this proven model. This includes ongoing intelligence gathering through group audits and shooting incident reviews. The problem analysis conducted by the National Network for Safe Communities will serve as the baseline, and the Newburgh Police Department and other law enforcement partners (U.S. Attorney's Office, Southern District of New York, Orange County District Attorney's Office, Orange County Probation) will be responsible for maintaining and updating the information in the future. The Law Enforcement Point of Contact will also be responsible for establishing regular shooting reviews to determine group involvement, and working closely with the Crime Analyst and the Field Intelligence Officer and other law enforcement partners like Probation, gather information to inform the police department and law enforcement partners on the most violent groups in the city at any given time. The Law Enforcement Point of Contact will also organize group audits (every three to six months) to track of the city's group dynamic. Having an accurate group member list is needed to identify the potential pool of individuals who can be directed to attend a call-in, and will enable law enforcement to respond to violence swiftly and effectively following the call-in.

The City of Newburgh Police Department will promote a Sergeant to Lieutenant to act as the Law Enforcement Point of Contact. The Point of Contact will immediately be educated on the group violence intervention work and their new duties. To backfill the positions across ranks within the Police Department, the Police Department will also hire an entry-level patrol officer position to fill the bottom position left vacant after the chain of promotions. Moreover, the Police Department will require overtime funding to support investigations as well as response-driven enforcement actions and investigations after shootings and homicides. This funding will supplement manpower for the investigations and enforcement actions.

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Another key law enforcement component is to conduct the group enforcement action in response to the first homicide or possibly shootings after a call-in. The Law Enforcement Point of Contact will be responsible for supervising the law enforcement operational group, which consists of the most vital members in law enforcement (frontline Newburgh officers/detectives, Orange County District Attorney's Office, U.S. Attorney's Office, FBI, DEA, ATF, and Probation and Parole) and coordinates all enforcement actions. The Law Enforcement Point of Contact will also engage in community outreach and to help implement other innovations/elements of the strategy. Examples include: assisting with call-in preparations (e.g., speaking at call-ins, working with Probation and Parole to identify call-in attendees, coordinating the security plan for the call-in); working with the Program Manager to implement custom notifications (e.g., identifying impact players to target, working with local and federal prosecutors' offices to obtain legal assessments for those players, training law enforcement staff on the group violence intervention messaging, and coordinating schedules with the Program Manager and community representatives to deliver custom notifications to impact players who are not group-affiliated); and attending community meetings and other events with the Program Manager. This person will also participate in weekly technical assistance calls with the Program Manager and the National Network for Safe Communities.

In addition to the implementation of call-ins, the U.S. Attorney's Office, Southern District of New York will host district-wide VALOR and ALERRT Active Shooter trainings to address law enforcement officer and community safety. Training is an essential part of the SDNY's PSN Strategy and will address both officer and civilian safety as well as enforcement and prosecution. Both programs are BJA-supported and an important component of the district's

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PSN Training objective. VALOR is designed to help prevent violence against law enforcement officers and ensure officer resilience and survivability following a violent encounter. The ALERRT (Advanced Law Enforcement Rapid Response Training) Program's Civilian Response to Active Shooter Events (CRASE) training teaches law enforcement how to educate the public to respond in the event of an active shooter situation. Additionally, in coordination with the Orange County District Attorney's Office and ATF, the U.S. Attorney's Office and City of Newburgh Police Department will hold multiple Federal Firearm Law training sessions specifically designed for Newburgh police officers and the PSN target area.

Capabilities and Competencies: Through implementation of the New York State Gun Involved Violence Elimination (GIVE) grant program, the City of Newburgh Police Department has partnered with the Orange County District Attorney's Office, Orange County Probation, New York State Department of Community Corrections (Parole), New York State Police and the United States Attorney's Office for the Southern District of New York. Additionally, the City of Newburgh Police Department is part of the FBI-sponsored Safe Street Taskforce, which includes many federal law enforcement partners including the DEA, ATF and ICE. All these partnerships are critical for any law enforcement component. Furthermore, within the last year the City of Newburgh Police Department became active in the Governor's Office's Community Opportunity REinvestment program or CORE. CORE seeks to align resources such as programs, policies and funding, as well as target efforts in places and for people who data shows are in distress. CORE includes nearly 150 participants from almost seventy agencies within Newburgh that are responsible for providing a multitude of services throughout the community. The CORE working group is critical for the call-ins to adequately provide subjects with alternatives to violent crime.

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Additionally, CORE activities are focused in two adjoining census tracts. These census tract locations correspond with the highest rates of violence in the city.

There is no one reason for crime, and no one solution. The Newburgh Police Department has known this for some time and has embraced working with an array of agencies to target the multiple factors that contribute to crime. The Police Department also uses evidence-based practices to target crime. While the City of Newburgh still appears to be the most violent city per capita in the State of New York, the City has sustained two years of violent crime reductions. The Police Department has an existing capacity for in-depth analysis of gun and other violent crime, and has previously successfully implemented violent crime reduction strategies based on intelligence-led policing and analysis. These strategies have led to a reduction of 20% in violent crime in 2013 after the implementation of a target area approach to concentrate the efforts of multiple agencies within the most violent area of the city. In 2014, the City sustained an additional 5% reduction in violent crime with the implementation of a hotspot policing model to specifically target gun related violent crime. The first six months of this program revealed a 34% reduction in gun related violent crime compared to the previous six months and a 21% reduction compared to the same time period the previous year.

The Center for Court Innovation – fiscal agent and research partner – is a non-profit think tank that helps the justice system reduce crime, strengthen neighborhoods, and improve public trust in justice. With an annual operating budget of over \$20 million, a staff of more than 200 people, and over 15 years' experience in government grants management, the Center is well positioned to serve as the fiscal agent of the proposed project. With this high level of administrative support, the Center has been able to ensure prudent use, proper disbursement, and

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accurate accounting of numerous federal awards, many of which were awarded by the Bureau of Justice Assistance. Their research capacity is outlined in the attached research letter.

Plan for Collecting the Data Required for the Solicitation's Performance: The City of Newburgh Police Department has been fortunate to have a Crime Analyst for the last several years. This has allowed for an extensive amount of longitudinal data collection on multiple variables. Beyond Part One crime figures (Murder, Rape, Robbery, Aggravated Assault, Burglary, Larceny and Motor Vehicle Theft), the Analyst has tracked weapon types, injury levels and relationships, as well as demographic information on victims and suspects in all Violent crime. Additionally, the Crime Analyst performs weekly analysis of gun related violent crime, reported gun related activity (confirmed Shots Fired, Recovered firearms, etc.) and gun related calls for service. All this information has been providing a comprehensive picture of gun violence in the City of Newburgh. In addition to the Crime Analyst, the Police Department also has a Field Intelligence Officer who tracks group members, gang affiliations and intelligence. These two positions within the Police Department can provide a wealth of information to evaluate various performance measures. Additionally, the Project Coordinator will also be able to work with the Law Enforcement Point of Contact to track subjects of the call-ins to determine their future involvement in criminal activity or hopefully lack thereof, as well as their participation in offered services. The City of Newburgh understands that BJA will provide specific performance measures upon award of funding. The Crime Analyst will be responsible for gathering the required data from the City of Newburgh Police Department and other collaborating agencies for reporting purposes.

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FY 2015 Competitive Grant Proposal**

The ultimate goal of the proposed project is to reduce violent and gun-related crime in the target area. To successfully assess whether this goal has been achieved, Center for Court Innovation researchers will collect and analyze crime data over time in the city of Newburgh and Orange County. Specifically, the project researchers will utilize an interrupted time series analysis to measure the impact of the proposed project on violent and gun-related crime in the target area. The approach of this form of analysis is to track violent crime data at equally spaced intervals over time in the intervention and a similar comparison area and ultimately to test for significant changes in violence trends pre- versus post-intervention.

To conduct these analyses, researchers will collect measures of gun-related and violent crime from law enforcement partners in the city of Newburgh and Orange County. The Center's researchers will measure the effect of the program on trends in violent crime in the targeted area within Newburgh, including homicide, robbery, assault with a deadly weapon, and gun possession. Specifically, the research will compare the monthly incidents of each type of violent crime over the five years immediately prior to program implementation and the year and a half following implementation. A comparison will be made to one or more census tracts within Orange County that are similar to Newburgh in demographic makeup and violent crime rates. Finally, an analysis of trends in violent crime incidence before and after program implementation will also be conducted for the entire city of Newburgh and Orange County as a whole, to control for possible displacement of crime and/or changes in city and county-wide crime rates. Assessing changes in gun-related and violent crime and comparison to other areas will directly support the project's goals of decreasing crime and violence in the targeted area. This crime analysis will document the initiative's impact on community violence.

RESOLUTION NO.: 59- 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN IBM SMARTER CITIES CHALLENGE GRANT WITH AN AWARD OF UP TO \$500,000 TO UPGRADE AND IMPROVE THE TELEMTRY WITHIN THE COMBINED SEWER OVERFLOW REGULATORS AND DIVERSION MANHOLES IN CONNECTION WITH THE CITY OF NEWBURGH'S LONG TERM CONTROL PLAN

WHEREAS, the IBM Smarter Cities Challenge Grant Program provides the skills and expertise of its employees to address key challenges in urban issues identified by cities and delivers strategic recommendations and an implementation plan to the winning cities; and

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council authorized the City Manager to enter into an Order on Consent to settle an enforcement action by the New York State Department of Environmental Conservation for failure to develop a Phase I Long Term Control Plan ("LTCP") for the City's Combined Sewer Overflow System in connection with the SPDES permit NY No. 0026310; and

WHEREAS, the City of Newburgh has identified a top strategic challenge of implementing its LTCP and intends to apply for an IBM Smarter Cities Challenge grant for technical assistance to upgrade and improve the telemetry within the City of Newburgh Combined Sewer Overflow regulators and diversion manholes in order to provide real-time monitoring data as well as providing key historical baseline overflow data to compare to future data to improve the sanitary sewer capture rate and reduce overflows; and

WHEREAS, the maximum grant award is an amount up to Five Hundred Thousand (\$500,000.00) Dollars with no City match required; and

WHEREAS, this Council finds that making such application to the IBM Smarter Cities Challenge Grant Program is in the best interests of the City of Newburgh;

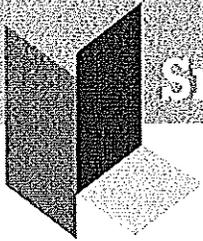
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an IBM Smarter Cities Challenge Grant in an award amount of up to Five Hundred Thousand (\$500,000.00) Dollars; and

BE IT FURTHER RESOLVED, by the City Council that the that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

Councilwoman Holmes 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



Smarter Cities Challenge 2015 Application

Background

The Smarter Cities Challenge contributes the skills and expertise of teams of top-talent IBMers to address the key challenges facing cities around the world. Over the past 4 years, 115 cities have been selected to receive grants, each valued at \$500,000. Winning cities have used the recommendations prepared by Smarter Cities Challenge teams to make substantive progress on a diverse array of urban issues. The Smarter Cities Challenge is IBM's largest philanthropic initiative, with contributions to date valued at over \$50 million.

Cities apply to the Smarter Cities Challenge by identifying a top strategic challenge that they propose to advance with IBM's support. Winning cities receive a team of 5-6 IBM experts that deploys to the winning city to work closely with the city leadership for a 3-week period on their proposed challenge. During the project, the IBM team gathers and analyzes all available data, meets with dozens of stakeholders in government, business, not-for-profits and other organizations to gather diverse perspectives about root causes and potential solutions to the challenge at hand, and assesses examples of success implemented by other cities that might be valuable to review. At the

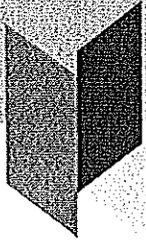
end of the engagement, the IBM team delivers strategic recommendations and an implementation plan in a presentation and a written report that draw upon the technical experience and strategic insight of the IBM team, city staff and community members.

Upon the completion of the grant, executive summaries of each project are posted on the Smarter Cities Challenge website (www.smartercitieschallenge.org), alongside relevant video, press coverage and full reports to share experiences and build capacity.

The Smarter Cities Challenge is IBM's largest philanthropic initiative, with contributions to date valued at over \$50 million.

The Smarter Cities Challenge has worked with a diverse portfolio of cities around the world, ranging from regional hubs to global leaders including Nairobi, Chicago, Helsinki, Rio de Janeiro, and Singapore. Each grant is tailored to the unique opportunities and challenges of the recipient city, and IBM teams have addressed a wide range of topics. Information on past grants, including samples of successful applications, can be found at www.smartercitieschallenge.org.



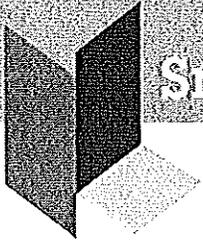


Smarter Cities Challenge 2015 Application

Past winners have implemented their Smarter Cities Challenge recommendations to tangibly improve the lives of their citizens, including the following in the past year:

The Smarter Cities Challenge has worked with a diverse portfolio of cities around the world, ranging from regional hubs to global leaders including Nairobi, Chicago, Helsinki, Rio de Janeiro, and Singapore.

- Glasgow, United Kingdom announced a new one million pound fuel subsidy to provide affordable warmth to low-income elderly citizens. The city also won a \$40 million grant from the Technology Strategy Board.
- Jacksonville, Florida unveiled JaxScore, a public-facing dashboard that provides information on the city's performance and progress on its top economic development priorities including building permits issued, jobs created, veterans served, and more.
- Johannesburg, South Africa has implemented a comprehensive technology solution to address crime, public safety and emergency management.
- Nanjing, China implemented a multi-platform social media strategy that engaged over 2 million people for the 2014 Youth Olympic Games.
- Porto Alegre, Brazil created Digital PoA, a program supporting the city's new policy of open data and which facilitates two-way dialogue among citizens, city officials, collectives and local organizations.
- Syracuse, New York announced that the first year of its land bank program, which used IBM insights to identify homes to revitalize, had secured a 69% increase in collection of delinquent property taxes and fees compared to the previous year.
- Townsville, Australia earned the prestigious National Smart Infrastructure Award for the IBM / Townsville Smart Water Pilot currently underway to reduce water consumption.



Smarter Cities Challenge 2015 Application

Eligibility

For the 2015 cycle, the Smarter Cities Challenge is open to local and regional general-purpose governing bodies, including cities, counties, prefectures, boroughs, and districts. Special districts, such as port authorities, school districts or utility districts, are not eligible for the program at this time.

For the first time in 2015, cities that have previously received a Smarter Cities Challenge grant are eligible to apply for a second grant. The city must demonstrate substantive progress on the topic of their first grant. The new application may propose to build on the accomplishments resulting from the first grant, or address another topic.

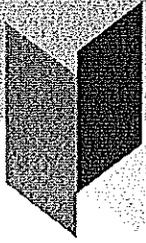
The Smarter Cities Challenge 2015 application cycle will open on January 12 and close on February 6, 2015.

2015 Selection Process

The Smarter Cities Challenge 2015 application cycle will open on January 12 and close on February 6, 2015. The application consists of essay questions and a brief letter signed by the mayor or equivalent executive officer of the municipal government certifying the submission and designating the project as a high priority. Both components should be submitted through the Smarter Cities Challenge website.

Applications will be accepted in the following languages: **English, French, Spanish, Chinese, Japanese, and Korean.**

As part of the application review process, IBM Citizenship staff may contact the person listed on the application for additional information. Finalist cities will be invited to participate in an in-person interview with the mayor or equivalent executive officer and IBM Citizenship leaders. All cities will be notified about the status of their application by email in May 2015. Grants awarded at that time will be deployed over the following 12 months, from June 2015 to May 2016.



Smarter Cities Challenge 2015 Application

Selection Criteria

Quality of Challenge Topic

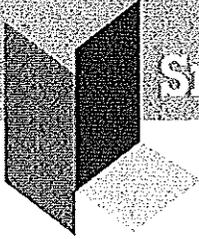
- Outline a critical strategic challenge to be explored rather than a known solution to be implemented
- Explain how successfully addressing the topic would tangibly improve the lives of citizens
- Show that the city and its leadership has direct oversight over the proposed topic area
- Emphasize efforts to address cross-system or cross-sector challenges

If questions arise about the program or application process, please reach out to the IBM Citizenship Manager for your geography, or contact the IBM Smarter Cities Challenge team at info@smartercitieschallenge.org.

City commitment and capacity

- Demonstrate strong, dynamic leadership with clear track records of innovation and accomplishment
- Affirm that the city leader will be personally accessible for meetings with the team at the kick-off, at mid-point, and at the close of the project

- Demonstrate the support of other governmental and civic leaders who have oversight over other relevant parts of the system. While applications must be submitted by a local or regional government entity, partnerships with key stakeholders in the government, private, academic, and nonprofit (voluntary) sectors are encouraged.
- Outline plans for providing access to all relevant data
- Identify a project manager from senior staff who would provide access to key stakeholders during an SCC engagement
- Make a physical space close to key city leaders available as a workspace for the team
- Lay out a robust plan for implementing the recommendations delivered by the SCC team. Applications that propose to leverage additional resources to address the application topic are encouraged. Examples: federal or state/provincial funding secured; municipality has earmarked funding for implementing SCC recommendations; funding and/or technical assistance secured from private funders such as foundations.
- Commit to reporting progress and impact to IBM on a quarterly basis for 12 months following grant implementation



Smarter Cities Challenge 2015 Application

Contact information:

Applying City or Regional Authority

City or Regional Authority

State/Province

Country

City Leader: Mayor or equivalent executive leader

Honorific (Ms, Mr, Dr, etc)

First Name

Last Name

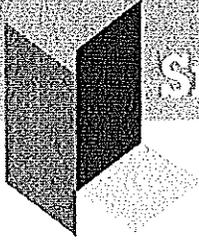
Title

When did s/he begin serving as city leader? (Month, Year)

If elected:

End of term (Month, Year)

Is sh/e eligible for reelection? (Y/N)



Smarter Cities Challenge 2015 Application

Contact information:

Contact Person

Honorific (Ms, Mr, Dr, etc)

First Name

Last Name

Title

E-mail Address

Phone Number

Street Address 1

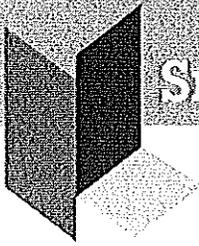
Street Address 2

City

State/Province

Country

Postal Code



Smarter Cities Challenge 2015 Application

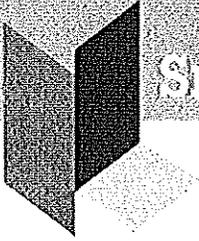
Proposed Topic

A. What challenge facing the city or region do you propose addressing with a Smarter Cities Challenge grant? Please provide a brief summary of the context surrounding the proposed topic area, including past efforts and current initiatives. If desired, include links to relevant articles, papers or blogs covering the topic to provide our review team with additional background material. *Previous Smarter Cities Challenge winners only: does the proposed topic relate to the topic of the city's first Smarter Cities Challenge grant? If so, how does it build on that work?*

1600 character limit

B. Which key stakeholders are invested in the proposed topic area, both inside and outside of government? Please describe their current roles and involvement in the topic area.

1600 character limit



Smarter Cities Challenge 2015 Application

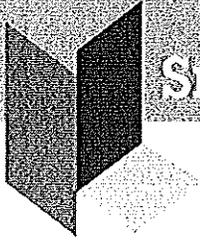
Proposed Topic

C. Which senior staff member would serve as the project's sponsor, and potentially lead the implementation of recommendations?

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D. Which areas are connected to the proposed topic? (check all that apply)

- Economic Development
- Water, Energy & Environment
- Health & Social Services
- Transportation
- Public Safety
- Other

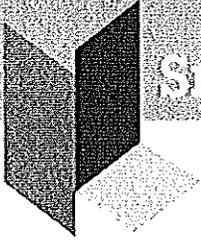


Smarter Cities Challenge 2015 Application

Proposed Topic

E. What systemic factors prevent the city and community from addressing this issue without a Smarter Cities Challenge grant (for example: insufficient budget, organizational culture, regulation, legislation, etc.)?

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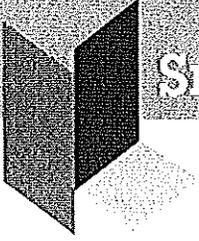


Smarter Cities Challenge 2015 Application

Anticipated Outcomes

A. What would be successful short and long-term outcomes of a Smarter Cities Challenge engagement for the city?

4000 character limit



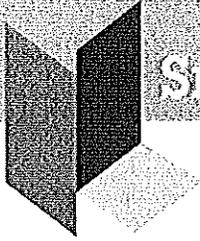
Smarter Cities Challenge 2015 Application

Anticipated Outcomes

B. After the engagement, what specific actions would be taken to implement recommendations? What efforts would be taken to share best practices with other cities and regions?

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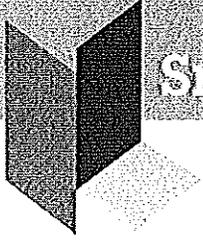


Smarter Cities Challenge 2015 Application

Capacity for Driving Change

A. Please describe the city's accomplishments in encouraging innovation and driving change, that demonstrate the city's and city leader's capacity for acting on recommendations delivered by an SCC grant. Previous Smarter Cities Challenge winners: please describe the progress the city has made on the topic of the city's first Smarter Cities Challenge grant, including implementation of Smarter Cities Challenge recommendations and related efforts.

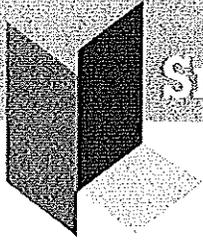
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Smarter Cities Challenge 2015 Application

Executive Sponsorship

A. Please attach a letter, signed by the mayor or equivalent top executive of the municipality certifying the city's submission to the Smarter Cities Challenge.



Smarter Cities Challenge 2015 Application

Data

A. What role can open data and citizen engagement play in addressing the proposed topic area?

1600 character limit

B. What data relevant to the topic area would be available to a Smarter Cities Challenge team for analysis?
What data relevant to the topic area is not available?

1600 character limit

RESOLUTION NO.: 60 - 2015

OF

MARCH 23, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE
CHIEF OF POLICE AS MANAGER'S DESIGNEE TO EXECUTE AN
INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE
CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI
PROGRAM
FOR THE ENFORCEMENT PERIOD OF MARCH 13, 2015 TO JANUARY 1, 2016
AND PROVIDING THE CITY OF NEWBURGH WITH AN AWARD
NOT TO EXCEED \$2,696.00 COVERING 60 PERSON-HOURS
FOR THE FIRST ENFORCEMENT PERIOD OF 2015 (MARCH 13, 2015 – MAY 26,
2015)**

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh for the enforcement period of March 13, 2015 and ending January 1, 2016; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period – March 13, 2015 through May 26, 2015, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period – July 3, 2015 through September 8, 2015, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period – October 13, 2015 through January 1, 2016, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed \$2,696.00 covering 60 person-hours for the First Enforcement Period of 2015; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2015 by a separate written award letter prior to the commencement of each such enforcement period; and

WHEREAS, this Council has determined that entering into such agreement would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager or the Chief of Police as Manager's designee be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the enforcement period of March 13, 2015 through January 1, 2016 and in order to fund the additional cost of stepped-up police patrols and related court appearances and providing the City of Newburgh with an award not to exceed \$2,696.00 covering 60 person-hours for the First Enforcement Period of 2015 (March 13, 2015 through May 26, 2015); and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York that the City Manager or the Chief of Police as Manager's designee be and he is hereby authorized to accept subsequent awards for the Second Enforcement Period (July 3, 2015 through September 8, 2015) and Third Enforcement Period (October 13, 2015 through January 1, 2016) covered by the 2015 STOP-DWI Agreement.

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

Ayes- Councilwoman Angelo, Councilman Brown, Councilwoman Holmes,
Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-6

Abstention- Councilwoman Abrams-1

ADOPTED

RESOLUTION NO.: 61 - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT FOR USE OF DELANO-HITCH RECREATION PARK
BY THE EAST COAST BASEBALL LEAGUE

WHEREAS, the East Coast Baseball League has requested permission to play their 2015 season home games at Delano-Hitch Stadium; and

WHEREAS, Section 163-1 of the City Code of the City of Newburgh provides that all fees and charges for use of the Delano-Hitch Stadium may be included in a license agreement approved by the City Council as may be deemed appropriate by the City Manager or his designee; and

WHEREAS, the Parks and Recreation Director, as the City Manager's designee, has recommended fees and payments to the City of Newburgh by the East Coast Baseball League for the use of the Delano-Hitch Stadium for their home games during the 2015 season as set forth in the license agreement annexed hereto and made part hereof; and

WHEREAS, the City Council has examined such license agreement and determined it to be in the best interests of the City of Newburgh to enter into such license agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized, to execute and enter into the aforementioned license agreement on behalf of the City of Newburgh, with such other terms and conditions as may be deemed necessary by Corporation Counsel, for the use of Delano-Hitch Stadium by the East Coast Baseball League during the 2015 baseball season.

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

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

THE EAST COAST BASEBALL LEAGUE, c/o Colin Cummins, 3194 McDowell Drive, Mississauga, ON L5M 6P2 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for the consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from May 1, 2015 to September 30, 2015.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a revocable license to use the municipal stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for play of baseball games by the East Coast Baseball League for the period of time set forth above pursuant to a written schedule of 16 night games to be played on Wednesday, Thursday or Friday nights and 14 afternoon games to be played on Saturday or Sunday to be submitted to and approved in writing by the City Manager or his designee. The City shall provide field lighting, field maintenance and access to the press box. The City has sole authority to cancel or delay game(s) due to inclement weather. The City will make reasonable attempt to notify Licensee of cancellation of games due to inclement weather two (2) hours before scheduled game time.

B. The City shall further grant to the Licensee a non-exclusive right to operate concessions in a designated area of the stadium under the following terms and conditions:

1. The Licensee agrees to use and occupy the designated area for no other purposes than for the sale of hot and cold foods, non-alcoholic beverages, ice cream and ice cream products for public use. Prior to beginning use of the designated area, the Licensee shall obtain from the Orange County Department of Health, all permits and licenses necessary to sell food and beverages and provide the City with proof that such permits and licenses have been obtained. The Licensee shall, at his, her or its own cost and expense, furnish all labor, food and non-alcoholic beverage supplies.

2. Nothing herein contained shall prohibit City employees or the public from bringing food or non-alcoholic beverages into the diamond for personal consumption.

3. The Licensee shall not sell any product which is bottled or otherwise packaged in a glass container. Alcoholic and other intoxicating substances are prohibited in the stadium, parking lot and all other areas of Delano-Hitch Recreation Park.

4. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Concession at this diamond which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated by the County of Orange, State of New York including but not limited to the rules and regulation of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder.

5. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

6. In the event the designated area is destroyed by fire, flood, casualty, or any other circumstances, or reason or cause, then this agreement shall cease and terminate, but the Licensee shall pay to the City the fees earned by the City pursuant to this agreement up to the date of such termination.

7. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

8. The Licensee shall not make any repairs to the Concession equipment without the express written permission of the City Manager or his designee. If Licensee fails to obtain such written permission, any and all repairs made to the Concession equipment shall be at the expense of the Licensee and the City shall not be responsible for compensating Licensee for any funds so expended.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall provide the City Manager or his designee a written schedule of all games and other uses of the facility for the entire 2015 season and failure to do so may result in City canceling any or all such game(s). The Licensee shall provide the City with 48 hours notice to hold a rescheduled game. All games must start on time except for weather delay as determined by the City. No game may be scheduled to start after 8:00 p.m.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the stadium as is required by their use thereof. The Licensee shall return the field and stadium to the City in a clean condition free of all equipment, garbage and debris. Licensee shall, be responsible to perform all work necessary to restore the field at the Stadium to a playable condition for each subsequent game. The Licensee shall repair all damage incurred to the field and diamond during the exercise of the license.

C. The Licensee shall have a representative with authority over all activities present at all East Coast Baseball League games at all times. The Licensee shall provide for the collection of tickets for all games played by them during the period of this agreement. Licensee shall lock press box and set the alarm set after each use. Licensee shall use public address system in a professional

manner and shall not permit music or speech which contains profanity, sexual connotations or racial slurs. Noise levels shall be kept at appropriate decibel levels so as not to disturb neighbors.

D. The Licensee shall, after each day of play by the East Coast Baseball League, return the field and stadium to the City on that same day to a clean and playable condition free of all equipment, garbage and debris. Licensee shall clean up all garbage generated in the concession area and deposit in proper trash receptacle. The Licensee shall repair all damage incurred to the field and diamonds during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

E. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in games or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servant, employees or invitees during the period of this agreement.

F. Licensee agrees to meet with City officials no fewer than three (3) times during the term of this Agreement to review the work performed and to be performed by Licensee pursuant to its obligations under this Agreement; which in any event shall remain under the continuous supervision and subject to the final approval of City officials including but not limited to those of the Department of Public Works.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for the use of the stadium during the period of this agreement, \$500.00 (FIVE HUNDRED AND 00/100 DOLLARS) per game for a minimum of 30 games played. Payment of \$5,000.00 (FIVE THOUSAND DOLLARS) shall be paid by the Licensee at least ten (10) business days before the first game played pursuant to the schedule of games submitted to and approved by the City Manager or his designee; a payment of \$5,000.00 (FIVE THOUSAND DOLLARS) shall be paid by the Licensee on or before July 1, 2015; and a payment of \$5,000.00 (FIVE THOUSAND DOLLARS) shall be paid by the Licensee on or before August 1, 2015. In addition, the Licensee shall pay to the City, as and for a fee for the use of the stadium during the period of this agreement, FIVE (5%) PERCENT of the total revenue collected from sponsorship within thirty (30) days of the conclusion of the last game of the season.

B. The Licensee shall pay to the City, as and for a fee for the use of the designated concession area during the period of this agreement, FIFTEEN (15%) PERCENT of the gross take for each season. Payment of such fee shall be paid each month by the Licensee within thirty (30) days of the conclusion of the last game for each season. The Licensee shall maintain books and records to account for the operation of the concession and shall make such books and records available for the City's review upon ten (10) days notice to review same.

ARTICLE 5: Insurance.

The Licensee shall not commence play nor operate concessions nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1.
 - (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or
 - (b) The Licensee fails to make prompt payment as required by this agreement; or
 - (c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or
 - (d) The Licensee is guilty of substantial violation of any provision of this agreement.
2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee for the City's convenience. If the City elects to terminate this agreement, the City shall reimburse Licensee for the unused portion of the fees set forth in Article 4, Paragraph A of this Agreement based on a thirty (30) game schedule.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices.

Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Colin Cummins
East Coast Baseball League
3914 McDowell Drive
Mississauga, ON L5M 6P2
845-372-3495

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or

condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: _____

MICHAEL G. CIARAVINO

City Manager

Per Resolution No.:

EAST COAST BASEBALL LEAGUE

By: _____

Approved as to form:

MICHELLE KELSON

Corporation Counsel

JOHN J. ABER

City Comptroller

RESOLUTION NO.: 62 - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT FOR USE OF DELANO-HITCH RECREATION PARK
BY THE NEWBURGH NUCLEARS

WHEREAS, the Newburgh Nuclears have requested permission to play their 2015 season home games at Delano-Hitch Stadium; and

WHEREAS, Section 163-1 of the City Code of the City of Newburgh provides that all fees and charges for use of the Delano-Hitch Stadium may be included in a license agreement approved by the City Council as may be deemed appropriate by the City Manager or his designee; and

WHEREAS, the Parks and Recreation Director, as the City Manager's designee, has recommended fees and payments to the City of Newburgh by the Newburgh Nuclears for the use of the Delano-Hitch Stadium for their home games during the 2015 season as set forth in the license agreement annexed hereto and made part hereof; and

WHEREAS, the City Council has examined such license agreement and determined it to be in the best interests of the City of Newburgh to enter into such license agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized, to execute and enter into the aforementioned license agreement on behalf of the City of Newburgh, with such other terms and conditions as may be deemed necessary by Corporation Counsel, for the use of Delano-Hitch Stadium by the Newburgh Nuclears during the 2015 baseball season.

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

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

THE NEWBURGH NUCLEARS, c/o Louis J. Gizzarelli CPA, 1658 Rt. 300, Newburgh, New York 12550 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for the consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from May 1, 2015 to October 31, 2015.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a revocable license to use the municipal stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for play of baseball games by the Newburgh Nuclears for the period of time set forth above pursuant to a written schedule to be submitted to and approved in writing by the City Manager or his designee. The City shall provide field lighting, maintenance and locker space for players/participants in a location in the Delano-Hitch Recreation Park to be determined by the City. The City has sole authority to cancel or delay game(s) due to inclement weather. The City will make reasonable attempt to notify Licensee of cancellation of games due to inclement weather two (2) hours before scheduled game time.

B. The City shall further grant to the Licensee a non-exclusive right to operate concessions in a designated area of the stadium under the following terms and conditions:

1. The Licensee agrees to use and occupy the designated area for no other purposes than for the sale of hot and cold foods, non-alcoholic beverages, ice cream and ice cream products for public use. Prior to beginning use of the designated area, the Licensee shall obtain from the Orange County Department of Health, all permits and licenses necessary to sell food and beverages and provide the City with proof that such permits and licenses have been obtained. The Licensee shall, at his, her or its own cost and expense, furnish all labor, food and non-alcoholic beverage supplies.

2. Nothing herein contained shall prohibit City employees or the public from bringing food or non-alcoholic beverages into the diamond for personal consumption.

3. The Licensee shall not sell any product which is bottled or otherwise packaged in a glass container. Alcoholic and other intoxicating substances are prohibited in the stadium, parking lot and all other areas of Delano-Hitch Recreation Park.

4. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Concession at this diamond which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated by the County of Orange, State of New York including but not limited to the rules and regulation of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder.

5. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

6. In the event the designated area is destroyed by fire, flood, casualty, or any other circumstances, or reason or cause, then this agreement shall cease and terminate, but the Licensee shall pay to the City the fees earned by the City pursuant to this agreement up to the date of such termination.

7. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

8. The Licensee shall not make any repairs to the Concession equipment without the express written permission of the City Manager or his designee. If Licensee fails to obtain such written permission, any and all repairs made to the Concession equipment shall be at the expense of the Licensee and the City shall not be responsible for compensating Licensee for any funds so expended.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall provide the City Manager or his designee a written schedule of all games and other uses of the facility for the entire 2015 season and failure to do so may result in City canceling any or all such game(s). The Licensee shall provide the City with 48 hours notice to hold a rescheduled game. All games must start on time except for weather delay as determined by the City. No game may be schedule to start after 8:00 p.m.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the stadium as is required by their use thereof. Licensee shall, be responsible to perform all work necessary to restore the field at the Stadium to a playable condition for each subsequent game.

C. The Licensee shall have a representative with authority over all activities present at all Newburgh Nuclears games at all times. The Licensee shall provide for the collection of tickets for all games played by them during the period of this agreement. Licensee shall lock press box and set the alarm set after each use. Licensee shall use public address system in a professional manner and shall not permit music or speech which contains profanity, sexual connotations or racial slurs. Noise levels shall be kept at appropriate decibel levels so as not to disturb neighbors.

D. The Licensee shall, after each day of play by the Newburgh Nuclears, return the field and stadium to the City on that same day to a clean and playable condition free of all equipment, garbage and debris. Licensee shall clean up all garbage generated in the concession area and deposit in proper trash receptacle. The Licensee shall repair all damage incurred to the field and diamonds during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

E. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in games or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servant, employees or invitees during the period of this agreement.

F. Licensee agrees to meet with City officials no fewer than three (3) times during the term of this Agreement to review the work performed and to be performed by Licensee pursuant to its obligations under this Agreement; which in any event shall remain under the continuous supervision and subject to the final approval of City officials including but not limited to those of the Department of Public Works.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for the use of the stadium during the period of this agreement, \$10,000.00 (TEN THOUSAND AND 00/100 DOLLARS) for a minimum of 70 games played. A payment of \$5,000.00 (FIVE THOUSAND DOLLARS) shall be paid by the Licensee at least ten (10) business days before the first game played pursuant to the schedule of games submitted to and approved by the City Manager or his designee and a payment of \$5,000.00 (FIVE THOUSAND DOLLARS) shall be paid by the Licensee on or before July 1, 2015. In addition, the Licensee shall pay to the City, as and for a fee for the use of the stadium during the period of this agreement, FIVE (5%) PERCENT of the total revenue collected from sponsorship within thirty (30) days of the conclusion of the last game of the season.

B. The Licensee shall pay to the City, as and for a fee for the use of the designated concession area during the period of this agreement, FIFTEEN (15%) PERCENT of the gross take for each season. Payment of such fee shall be paid each month by the Licensee within thirty (30) days of the conclusion of the last game for each season. The Licensee shall maintain books and records to account for the operation of the concession and shall make such books and records available for the City's review upon ten (10) days notice to review same.

C. The members of the Newburgh Nuclears shall perform maintenance of the field at Delano-Hitch Stadium as described in Schedule "A" attached hereto and made part hereof, in coordination with the Department of Public Works.

ARTICLE 5: Insurance.

The Licensee shall not commence play nor operate concessions nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1.
 - (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or
 - (b) The Licensee fails to make prompt payment as required by this agreement; or
 - (c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or
 - (d) The Licensee is guilty of substantial violation of any provision of this agreement.
2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee for the City's convenience. If the City elects to terminate this agreement, the City shall reimburse Licensee for the unused portion of the fees set forth in Article 4, Paragraph A of this Agreement based on a seventy (70) game schedule.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The

Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices.

Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Louis J. Gizzarelli CPA
The Newburgh Nuclears
1658 Rt. 300

Newburgh, New York 12550
845-566-4516

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: _____
MICHAEL G. CIARAVINO
City Manager
Per Resolution No.:

THE NEWBURGH NUCLEARS

By: _____
LOUIS J. GIZZARELLI

Approved as to form:

MICHELLE KELSON
Corporation Counsel

JOHN J. ABER
City Comptroller

SCHEDULE "A"

The Newburgh Nuclears shall perform maintenance in the Delano-Hitch Stadium as follows:

1. Complete Stadium preparation and closure for all games scheduled by the Newburgh Nuclears.
2. Game preparation, maintenance and clean-up:
 - Line, mark and prepare field for every game, except for the first game of the day, for which the City shall be responsible.
 - Rake, drag and close down stadium field after every game
 - Cover pitcher's mound and plate daily
 - Clean stadium of large debris after every game and sweep stadium weekly
 - Empty trash receptacles and remove trash bags to area designated by City for collection
 - Water infield after every game

The City shall provide overall supervision of maintenance.

RESOLUTION NO.: 63 - 2015

OF

MARCH 23, 2015

A RESOLUTION SUPPORTING ST. MARY'S CHURCH AND
URGING THE ROMAN CATHOLIC DIOCESE OF NEW YORK
TO KEEP OPEN ST. MARY'S CHURCH

WHEREAS, the Church of St. Mary, at 180 South Street in the City of Newburgh, N.Y., was founded in 1875; and

WHEREAS, for more than 140 years it has been serving, comforting and advancing our low-income community by the celebration of Roman Catholic Masses and by providing religious services and counseling and comfort in times of joy and grief for families throughout Newburgh; and

WHEREAS, St. Mary's has been blessed continually with clergy members who have been active in interfaith activities and who advocate for the poor of all religions in our City; and

WHEREAS, St. Mary's Church, its clergy and its parishioners have in recent decades remained a beacon of calm and hope in the midst of a most violent and low-income neighborhood; and

WHEREAS, St. Mary's is the home of the Zion Lions Basketball program, which advances and empowers hundreds of inner-city youths ages 5-17 year-round by initiating and improving opportunities for boys and girls through sports competition and by providing adult role-models who encourage achievement by focusing on academics as well as sports training; the program, which welcomes children of all faiths, is built upon the principles of discipline, respect, confidence, moral and physical fitness, and sportsmanship; and

WHEREAS, St. Mary's parishioners and their many supporters have developed grant-funded programs like the veterans food pantry and the monthly household goods giveaways in partnership with local businesses and have refurbished parish space for these community services and

WHEREAS, the Roman Catholic Diocese of New York is said to be considering closing St. Mary's Church;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York respectfully urges the Roman Catholic Diocese of New York to do everything in its power to keep open St. Mary's Church, for the sake of our families and our children of all religions

Mayor Kennedy urged everyone to support this resolution. Also she encouraged us to write our own letters. The Diocese will probably be making its decision within the next two weeks. St. Mary's Church has been here for 140 years. She can't tell everyone how much food and clothing go out the doors of the church every month on their giving day. The church is a massive effort to support this community. To have them cut down on those resources for the people who really need them is crazy, in her view.

Councilwoman Abrams 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

OLD BUSINESS

ORDINANCE NO.: 3 - 2015

OF

MARCH 9, 2015

AN ORDINANCE AMENDING SECTION 163-1 "SCHEDULE OF CODE FEES" OF
CHAPTER 163 "FEES" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Schedule of Code Fees.

Chapter 220, Parks and Recreation Areas

§ 220-17 Delano-Hitch Recreation Park:

Use of multipurpose activity center building:

Application fee: \$50

Usage fees:

(1) Organizations whose membership
is 50% or more City residents: \$200 for 4 hours or less
\$50 for each additional hour,
or part thereof

(2) Organizations whose membership
is less than 50% City residents: \$400 for 4 hours or less
\$100 for each additional
hour, or part thereof
Usage fees shall be reduced by
25% for any group or
organization sponsoring 10 or
more events in any calendar
year.

	Use of facility's kitchen	\$100 <u>additional fee for duration of event</u>
	Refundable damage fee	\$500
§ 220-19	Use of Aquatic Center and Athletic Fields	
	Swimming pool:	
	Season pass: 4 family members	\$100
	Daily fee per <u>2 ½ hour session</u>	\$2 per adult (<u>18 and over</u>)
		\$1 per child (<u>17 and under</u>)
	Summer camp programs	\$2 per child per day <u>Monday through Friday 8:00 am to 11:00 am; Reservations Required</u>
	Softball diamonds:	
		Per game — \$225
		League fee — \$250 per team
	<u>Baseball Field No. 1</u>	
	<u>City of Newburgh youth teams</u>	<u>\$25.00 per game</u>
	<u>All other adult or youth teams</u>	<u>\$40.00 per game</u>
		<u>\$55.00 per night game</u>
		<u>\$70.00 per double-header</u>
		<u>\$100 per ½ day</u>
		<u>\$175 per full day</u>
	<u>Baseball Field Nos. 2, 3 and 4</u>	
	<u>City of Newburgh youth teams</u>	<u>\$25.00 per game</u>
	<u>All other adult or youth teams</u>	<u>\$40.00 per game</u>
		<u>\$70.00 per double-header</u>
		<u>\$100 per ½ day</u>
		<u>\$175 per full day</u>
		All games played by the City of Newburgh Little League Baseball Program shall be approved pursuant to a separate license agreement between the Program and the City Manager.
	<u>Football/Soccer field:</u>	
	City of Newburgh-based youth teams	<u>All games shall be approved pursuant to a separate license agreement between the</u>

	Program and the City Manager
Non-City youth teams	\$200 per day game; \$350 per night game
City of Newburgh-based adult teams	\$150 per day game; \$175 per night game
Non-City adult teams	\$300 per day game; \$350 per night game
Adult league	\$800 per team
Football field:	
Non-City youth teams	\$200 per day game; \$200 per night game
City of Newburgh-based adult teams	\$275 per day game; \$350 per night game
Non-City adult teams	\$450 per day game; \$550 per night game
	All games played by the City of Newburgh Pop Warner Football Program shall be approved pursuant to a separate license agreement between the Program and the City Manager.
 <u>Delano-Hitch Basketball courts:</u>	
Tournaments	<u>City Resident or Organization</u> \$150 250 per day
Leagues	<u>Non-City Resident or Organization</u> \$300 per day City-based league: \$150 per team Non-City-based league: \$200 per team
Use of area for non-sports basketball event	\$250 per day
 <u>Delano-Hitch Tennis Courts:</u>	
<u>Clinic/Tournament</u>	<u>City Resident or Organization</u> \$200 per day <u>Non-City Resident or Organization</u> \$300 per day

	<u>Use of area for non-sports event</u>	<u>\$250 per day</u>
	Summer camp for ages six years to 13 years old	<u>City Residents: \$ 200 350 per child; \$50 discount for each additional sibling</u> <u>Nonresidents: \$ 300 450 per child</u>
§ 220-21	Launching boat or jet skis at Newburgh Boat Launch	Daily permit: \$15 Season permit: \$100
§ 220-26	<u>Desmond Tennis Courts (Lily and South Street) Clinic/Tournament</u>	<u>City Resident or Organization \$200 per day</u> <u>Non-City Resident or Organization \$300 per day</u>
	<u>Use of area for non-sports event</u>	<u>\$250 per day</u>
§ 220-26	<u>Gidney Avenue Basketball Courts Tournaments</u>	<u>City Resident or Organization \$100 per day</u> <u>Non-City Resident or Organization \$200 per day</u>
	<u>Leagues</u>	<u>City-based league: \$150 per team</u> <u>Non-City-based league: \$200 per team</u>
	<u>Use of area for non-sports event</u>	<u>\$250 per day</u>
§ 220-34	Use of Delano-Hitch Stadium Non-sporting event: Application fee Usage fees: (1) For each event and/or program sponsored by New York State, not for profit organizations in which residents of the City of Newburgh non-profit organization comprise 50% or more of such group's	\$50

- or organization's membership \$200 per day
- (2) For each event and/or program sponsored by New York State, Non-City of Newburgh not-for-profit organization in which residents of the City of Newburgh comprise less than 50% of such group's or organization's membership \$300 per day
- (3) For each event and/or program sponsored by any other type of organization in which residents of the City of Newburgh Resident or Organization comprise 50% or more of such group's or organization's membership \$350 per day
- (4) For each event and/or program sponsored by any other type of organization in which residents of the Non-City of Newburgh Resident or Organization comprise less than 50% of such group's or organization's membership \$800 per day

Usage fees shall be reduced by 25% for any group or organization sponsoring 10 to 20 events in any calendar year.

Any group or organization sponsoring more than 20 events in any calendar year shall pay usage fees set by the City Manager with the approval of the City Council.

- Security deposit: \$500
- (1) For organizations in which City of Newburgh residents comprise 50% or more of such organization's membership \$500
- (2) For organizations in which City of Newburgh residents comprise less than 50% of such organization's membership \$1,000

Sporting events:

- City of Newburgh-based youth teams where 50% or more of the team's roster is comprised of City of Newburgh residents \$25 per game
- Non-City youth teams \$100 per day game; \$150 per night game
- City of Newburgh-based adult teams \$60125 per day game; \$150 per night game
- Non-City-based youth or adult teams \$75150 per day game; \$100175 per night game; \$150 per

double-header; \$250 for ½ day; \$500 for full day

All fees and charges referred to in this entry may be included in a license agreement, upon the approval of the City Council, be ~~deemed satisfied, in whole or in part, by labor performed by the members of the group or organization in the~~ maintenance of the field at Delano Hitch Stadium and the grounds of the Delano Hitch Recreation Park as may be deemed appropriate by the City Manager or the City Manager's designee.

Use of parking lot for non-sporting event

\$250 per day

Chapter 242, Reservoirs

§ 242-4 Browns Pond Boat Rental

City residents: \$20.00 per day plus \$5.00 per passenger
Non-residents: \$30.00 per day plus \$5.00 per passenger
Senior citizen and veterans: \$15.00 on weekdays and full price on weekends

~~Fishing in City reservoirs, daily permit~~

~~With use of City-owned boats, 1 person~~

~~City resident: \$6 per day~~
~~Non-City resident: \$10 per day~~

~~Extra passengers~~

~~2 City residents in a boat: \$10 per day~~
~~2 non-City residents in a boat: \$18 per day~~
~~3 City residents in a boat: \$14 per day~~
~~3 non-City residents in a boat: \$26 per day~~

~~Person 60 years of age and older~~

~~City residents: free on
Monday~~

~~Non-City residents: half price
on Mondays~~

Section 2. This ordinance shall take effect immediately.

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

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

ADOPTED

OLD BUSINESS

RESOLUTION NO.: 44 - 2015

OF

MARCH 9, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
ENVIROLOGIC OF NEW YORK, INC. FOR ASBESTOS TESTING SERVICES
FOR CITY HALL AT A COST OF \$4,060.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Envirologic of New York, Inc. for asbestos testing services for City Hall located at 83 Broadway; and

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

WHEREAS, the cost for these services will be \$4,060.00 and such funding shall be derived from A.1440.0455 Engineering - Consultants Services; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Envirologic of New York, Inc. for asbestos testing services for City Hall at a cost of \$4,060.00.

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

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

ADOPTED

NEW BUSINESS

There was no new business to discuss.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Don Whitfield stated that he and three business partners bought land from the City of Newburgh thirty-five years ago at public auction. The property is located on Ellis Avenue near the City's water tank. A survey revealed that the water tank is partially on their land. They have been trying to get this resolved so that they may be able to get clear title to the property. Whitfield lives in South Carolina part-time. He would like to be able to come back to the council the 2nd week in May.

Richard Harper congratulated the city for hiring a new City Planner. It is a good sign for the city and he commended Deirdre and the staff for what appears to be tremendous progress. He and his wife have been here for nine years. They have seen a lot of studies and heard a lot of talk, but there seems to be an implementation occurring, which he highly appreciates. Harper commented that the future City Planner's education credentials along with the energy of youthfulness spells good things for our city.

Neil Kaplan, Executive Director and Founder of the Bannerman Castle Trust commented about Pride of the Hudson. He stated that at the present time, the Bunoras have closed the dock where the boat arrives. He is not here on behalf of himself, because the trust goes out of Beacon too. He is here for *Pride of the Hudson*, which nurtured the trust. Pride of the Hudson has been an institution in this city for twenty-one years offering tours on the Hudson River when no one else wanted to come to Newburgh. Sure they could go elsewhere. But they have been a fixture in the city. It would be a shame if they couldn't get a dock for their boat.

A woman named Sophia spoke. She asked what we are doing about all of the potholes. DPW has not had the proper funding that it needs. Why aren't we able to use some of that funding to get a hot box instead of using cold patch to fix the holes? Cold patch does not hold up through the rain. If it costs too much for the equipment, then we should consider renting one for the day and hiring more workers. Broadway is not as much an issue as the little side streets. Second, she commented that it would be smart to make sure that *all* police officers wear cameras. Unfortunately we live in an age where everybody is not honest.

Leanna Rivers stated she moved to the area in 2011. She wants to learn more about her new community, and she sees a lot of potential. She has some ideas on how we can rebuild Newburgh before gentrification occurs. She would hate to see that happen because Newburgh is extremely diverse.

James Smith commented that he sees a real problem with halfway houses in the city. We closed a smoke shop that was located near a school, yet there is a halfway

house next to a school. It is unsafe for the children and it is unsafe for good citizens like himself. Let's find someplace else to do this 'halfway house stuff.' Newburgh gets to be the drop off place for everybody else. The crime is not being committed by people from Newburgh, it's being committed by those who are being dropped off here. We need to address that.

Roxie Royal remarked that perhaps city residents could be trained to do inspections. Our fireman are busy and have their hands tied. It would relieve them to a degree and help get the work done. Also it would create jobs. We do not get a lot of things done because we do not think out of the box. Newburgh used to be the shopping hub of the Hudson Valley at one time. Now we just have a bunch of storefronts. What are we doing to market this city? Are we seeking any big business to come here?

Sheila Murphy stated tonight's meeting was disaster. We put the city council in place to help the residents. An idea brought up by one individual should not deter us from what is to benefit the whole city. She realizes that not everybody is going to get along. Yet we have to put our differences aside. The situation is very serious and we have people dying in our community. We are always saying there aren't any jobs and we have no money. But the truth is we find money to do what we want to do. She stated that we talk a good game when we get those election seats.

Pebbles remembers when she was a little girl. Her mother fought the same fight. When Mullins, Varick Homes and Lake Street apartments were being built, the construction jobs did not go to the residents either. Section Three did not exist. African-Americans continue to be stereotyped. It is her job to make sure she continues to help the youth go someplace in life. She has nieces and nephews in this community, and she is going to continue to fight the good fight.

A woman named Ebony spoke. She respects everyone on the council, but she is disappointed at the level of professionalism displayed here tonight. You expect the residents to be upset. Yet she is disturbed by the name calling by persons from the panel. Who is going to hit the gavel amongst yourselves? You can see that there are issues amongst the council. The panel has to get together and come to a resolution first before it presents itself to the public.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams explained why she abstained from the Stop-DWI resolution. She hopes no one thinks she is in favor of driving while intoxicated. She wished that the police stop people at various checkpoints based on the individual's erratic driving, and not solely on the fact that they stop every so many vehicles. As a lifetime member of the ACLU she is never going to be able to agree with these practices. Second, she thanked Severn-Trent for donating \$9375 to the Industrial Pre-treatment Program. Next, she hopes that the man who spoke earlier will stay in Newburgh. The greatest reason to stay is for the people and passion and ideas that they bring. Abrams stated that there is no one in this room who is not in favor of bringing jobs for our residents.

Councilwoman Angelo commended DPW for having the street sweepers in operation again. She pointed out that the main complaint from residents is the potholes. Second, she mentioned that the City of Newburgh's 150th Birthday is on Wednesday. She mentioned the two upcoming city parades, and she wants us to prepare ourselves for the events. Next, she does not know if we should take another look at the Consolidated property again.

Councilman Brown stated there is no popularity contest at the table. He is always going to be honest about his position. This council has always supported a jobs initiative and getting contractors to hire city residents. The problem is that he has not always had the support from past council members including Councilwoman Lee, who never supported any of his initiatives when he was trying to push similar legislation. Now that we have something on the table about jobs we will discuss it further. Brown does not understand the reason for the personal attacks and anger. He has always wanted to help this community. He grew up in this city and knows its plight. He stated that the legislation that Lee is pushing for is not going anywhere. We have something better for the city. If we are patient, then we all will be happy with the outcome.

Councilwoman Holmes commented that there *are* jobs. They have been working with the LandBank for over eight months. As of last Thursday only one resume was submitted. Ms. Best had given her several other resumes. If anyone is interested in working then they should contact Chris and submit their resumes as soon as possible. There are at least six construction companies out there that are seeking labor. She does not understand what all of the tension is about. There are jobs out there. Also we have a process in place.

Next, she discussed the tragedies. She and Councilwoman Mejia visited the Lander Street property for themselves. They summoned the fire department to check the carbon monoxide levels. Holmes stated that they do care about the residents. Next, she proudly noted that the City of Newburgh has hired its first African-American Female police officer in its entire history, which is a great accomplishment. Last, she remarked about the lack of professionalism that occurs. When things don't go her way she does not resort to name calling. She prays about it. We are not going to move our city forward if we continue on like this. She hopes that we do better.

Councilwoman Lee stated she does not recall any name calling, but she will watch the video for herself. The jobs plan is for the City of Newburgh to have within its procurement policy, the requirement that city residents be hired at 30% fulfillment. Any policy that states that developers and local businesses must ensure that city residents are hired, needs to be in writing. This has always been a problem. She created this legislation because she could not get the council and the city manager to direct the attorney to put it together. Lee is glad she put it together because now everyone knows what a plan should look like. We have done a lot of disagreeing. These initiatives go nowhere depending on who recommends them. And whoever comes into office next, needs to know the issues and problems of the city. She is not selling the city to friends. This was a blanket rule for the people without jobs. Her role is to open the door for opportunity to those people.

Councilwoman Mejia commented on the loss of three community residents. She and Holmes made a friendly visit to the residents to ensure that all of the readings were at Zero. This is a showing of the type of administration that exists. She can't speak to the past because she has only served a year. A huge learning curve still remains. There is a huge commitment to the community. The council has supported and passed much legislation that speaks to that. In her opinion, we have hired a permanent city manager who has moved things from just an idea into an implementation phase. It is very exciting and different.

Next, Mejia told us why she stays and fights for this city. She loves its diversity and the housing stock. She has stopped telling people "I see the potential in Newburgh," because she is in the implementation phase. Mejia has begun to see a change in the structural organizational systems, which she feels have been symptomatic to our city's dysfunction as both a community and a municipality. Last, the ferry service and our waterfront landing are important. They bring a lot of attention and traffic to our area. She is hopeful that we are going to stand fast and cut the suffering that we have had for too long.

Mayor Kennedy pointed out that this council has already taken steps to get people jobs. She is as passionate about it as anyone else. She and Councilman Brown worked on it two years ago when they tried to get an in-house construction company in the DPW department. It was stopped right in its tracks because they did not get

in the DPW department. It was stopped right in its tracks because they did not get any support. Kennedy feels that it all depends on who is driving the initiative. Second, she mentioned *River of Opportunities*. They are recruiting factories to set up in some of these vacant buildings. These efforts help stabilize areas and also create jobs. Second, we have been working diligently with WDI to stop the issue of solely training people with the end result being no-jobs at the completion of that training. First we have to identify where the jobs are, and then we have to train people to the jobs that actually exist. That has been the shift in the last year and a half.

Next, there is a lot of energy being put into keeping our ferry service operational. Kennedy mentioned that when she first got into office everyone complained about the garbage and abandoned buildings. We are working with Safe Harbors to create forty-one new apartments. These are going to be new places for people to live. It will help stabilize neighborhoods too. There is work going on in all facets. One of her passions is working with the seniors. She mentioned *AgeLink*, a service for seniors held at the Armory on Tuesdays and Thursdays. Also she mentioned the Newburgh Illuminated Festival. Every time we have a festival it brings new people to the area, which is good for our city. She encouraged us to support our local businesses. For people to say the council is not doing anything is simply not true. Everybody is working as hard as they can to turn things around. If we focus on the solution then we will keep moving forward.

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

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:30 PM.

Respectfully Submitted,

**KATRINA COTTEN
DEPUTY CITY CLERK**