City of Newburgh Council Work Session

6:00 pm

February 21, 2013

AGENDA

1. Review of Tentative Agenda:

   a. Approval of the minutes of the City Council meeting of January 28
   b. Approval of the minutes of the work session meeting of February 7, 2013.
   c. Departmental Reports

2. Finance:

   a. Comptroller's Report for January
   b. (Res. 37) Authorizing the equipment lease with Bell Copiers for copiers to be used in the Fire Department and Code Department

3. Economic and Community Development/Real Estate:

   a. Overview of development projects
   b. 296 Grand Street – offer to purchase
   c. (Res. 38) Authorizing the extension of time by which the rehabilitation of 110 Renwick Street should be complete
   d. (Res. 39) Authorizing the extension of time by which the rehabilitation of 112 Renwick Street should be complete
   e. (Res. 40) Release of Restrictive Covenants to the premises known as 47 Overlook Place
   f. (Res. 41) Release of Restrictive Covenants to the premises known as 206-208 West Parmenter Street
   g. (Res. 42) Release of Restrictive Covenants to the premises known as 210 West Parmenter Street
   h. (Res. 43) Authorizing a license agreement with the Newburgh Community Land Bank for the temporary use of office space at 123 Grand Street.

4. Grants/Contracts:

   a. (Res. 44) Authorizing a sub-recipient agreement with the Armory Unity Group, Inc. in order to begin phase 2 of the Hudson River Valley Council Greenway Communities grant project which will involve the implementation of the "Plan for Green Urban Land Use".
   b. (Res. 45) Authorizing an agreement with Orange County for the reimbursement of funds to the City for certain public works projects up to $25,000.00.

c. (Res. 46) Authorizing the application to the New York State Archives for the Local Government Records Management Improvement Fund Grant to be used for the electronic conversion of the Code Compliance property files. No match required.
d. Agreement with Clough Harbor and Associates for work related to the installation of a permanent traffic signal at the intersection of Martin Luther King Jr., Blvd. and 4th Street.

5. Discussion:

a. (Ord. 1) Amendment to City Code Section 212, Noise
b. (Ord. 2) Amendment to City Code Section 223, Peddlers, Vendors and Solicitors
c. (Ord. 3) Amendment to City Code Section 163, Fees
d. Reminder: State of the City Address will be on Feb. 26 at 7:00 at the Activity Center

6. Executive Session:

A regular meeting of the City Council of the City of Newburgh was held on Monday, January 28, 2013 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Imam Dr. Muhammed followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Angelo, Councilman Brown (arrived at 7:06 p.m.), Councilman Dillard , Councilwoman Lee – 5

City of Newburgh Proclamation

January 28, 2013

Black History Month: Feb. 1- 28, 2013

At the Crossroads of Freedom and Equality: The Emancipation Proclamation and the March on Washington

Source: the Association for the Study of African American Life and History; www.asalh.org.

This year marks two important anniversaries in the history of African Americans and our country. On January 1, 1863, the Emancipation Proclamation set the United States on the path of ending slavery.

A century later, on August 28, 1963, hundreds of thousands of Americans marched to the Lincoln Memorial, in the continuing pursuit of equality of citizenship and self-determination. On this occasion Rev. Dr. Martin Luther King, Jr. delivered his celebrated "I Have a Dream" speech.

Just as the Emancipation Proclamation recognized the coming end of slavery, the March on Washington for Jobs and Freedom announced that the days of legal segregation in the United States were numbered.

Therefore, I, Mayor Judy Kennedy, and the City Council of the City of Newburgh Do Hereby Proclaim "Black History Month 2013" in the City of Newburgh; and urge all our residents to reflect on and celebrate these important milestones.

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Mayor Judy Kennedy

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Deputy Mayor Regina Angelo

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Councilman Cedric Brown

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Councilman Curlie Dillard

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Councilwoman Gay Lee

PRESENTATION

Professors Kermit Lind and Joe Schilling submitted a report on the Strategic Code Enforcement Initiative.

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the January 10, 2013 Work Session and the January 14, 2013 City Council Meeting be approved.

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

CARRIED

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

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

CARRIED

Mayor Kennedy noted that the State of the City Event will be held on Tuesday, February 26th at 7:00 P.M. at the Armory.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Janet Gianopolous, City of Newburgh, said in regard to resolution #18-2013 that she appreciates a prior report involving Professor Schilling titled, "Leveraging Code Enforcement for Neighborhood Safety". It is important to put this whole thing into the context of safety and not solely just collecting data and such. The resolution and attached material indicates sort of a starting point but she thinks that a lot of people would be interested in knowing what efforts have been made to approach Code Enforcement over the past few years and what methods have been used. She noticed in the report by Professor Schilling that it notes in Delray Beach, Florida joint police and code enforcement inspections reduced code violations by sixty-one percent between 1998 and 2003. As far as data, you first need action and then you need to gather the data as far as how effective the actions were and she is not sure that that is getting out to everyone as far as what is being done. She added that she is on the Board of Ethics and she is sure that this is something that they will be looking into. It is obviously a type of conflict if someone is issuing citations and they also own properties. They need to look into who is issuing, what properties are owned and who is issuing citations for properties that might be owned by someone on that particular body. Additionally she is a little puzzled because all of these items are resolutions and the Mayor has been talking in the Press indicating that the City Manager has no contract. She asked the Mayor if that was a misquote.

Mayor Kennedy responded, *"Yes"*.

Ms. Gianopolous continued that it is important for them to understand because without a contract the other party to the agreement has not signed off. If the City Manager doesn't sign off, then it is not an agreement but an appointment on behalf of the Council. It is a resolution but it has no finishing point by the other party involved. More to the point since they are now in a period where they don't have an ongoing City Manager she thinks it would be good for the Council to inform the public when they plan to have a public hearing regarding the method and means of their next City Manager appointment.

Kippy Boyle, Grand Street, thanked the Professors for their interesting presentation but she didn't hear where Code Enforcement is now. What she read on page one of their report was that currently we are in a state of lawlessness and gang activity so to her it sounds like our current Code Enforcement is a failure. Although a lot of recommendations are for tenant/landlord situations which are a very important part of it, we have so many laws on the books right now. If students want a PILOT Program, all

they have to do is go across the street to 96 Broadway because that is a code enforcement project that the City seems to have kept in limbo for the past four years. She thinks that this process is really good but it kind of makes her feel like in the meantime we really don't have to do anything because we have a plan, to make a plan to do a plan at the end of the year. She would like to hear a little more from the Codes Department about what they intend to do now.

Jonathan Massey, City of Newburgh, said in reference to resolution #18-2013 that he has witnessed mold, rodent problems and leaks from toilets. He showed the Council and the audience photographs of a building which had leaks from the toilet and lead paint. He said that small children are living in these environments and they are asking for empathy. Another photo showed water damage around electrical wires which is hazardous. He said that he has worked in these apartments and there is still an asbestos problem here in the City of Newburgh that needs to be addressed. They asked the Council to take the recommendations very seriously because they need their help.

Councilman Brown asked if those issues have been reported to the Codes Department.

Mr. Massey responded with a *"yes"* but the Judges are not making the landlords accountable for these properties so they need the Council's help now. This can't be delayed any longer because there are children living in these environments.

Mayor Kennedy said that they will need an address for these places.

Councilwoman Lee asked if that was 10 Clark Street.

Mr. Massey responded with a *"yes"* and the landlord's name is Russell Turiak.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Brown said in regard to agenda item #18 for Habitat for Humanity that he loves the work that Habitat does for the City of Newburgh but it is not enough. We need more people like Habitat to work within this community and at the end of the year we need to put more taxes back on the tax rolls than we take off. If we don't, then we are still going in reverse. Any organization or person that can do similar work like Habitat does here in the community he implores to get in touch with him to see it they can sit down and talk. Habitat cannot do it all so we need help. Churches or any organization that thinks they can help this community he asked to come forward because we need that this year. There are a lot of abandoned houses and they do not have a problem working with someone who is financially stable to do a project from start to finish.

Councilwoman Lee said that there are a number of problems in the City where landlords just need to be stopped. She added that this project has been a long time coming and she thanked Michael Vatter for working on it for so long because she knows it was not easy. It is not easy to make these kinds of changes and to get landlords to make repairs in their apartments. Some things fall under the law and some don't but she thinks that over time they will be able to stop these landlords from forcing people to live in squalor. She thanked the Codes Department and the Professors for their presentation.

Mayor Kennedy thanked Michael Vatter and Pace University Professors Kermit Lind and Joe Schilling. There are immediate things that need to happen right now and then there is the big strategic picture that also must happen by getting the data and driving some real change across the City. She agrees with Councilman Brown that there are people out there who have the means to bring these houses back on line. They need to come with a solid proposal and the financial backing to do it and demonstrate that because they want to put these houses back on the tax rolls. We have had lots of issues in the past with people coming here with slippery ideas and no real money to do it so the house sits there for several years continuing to fall apart. If anyone has that on their mind they should not bother to come because that's not the idea. She agrees with Councilman Brown one hundred percent and is very supportive of that idea. There is someone working right now to help with education for tenants regarding landlord/tenant issues but there are two sides to the fence. We have landlords who don't take care of their properties and create all sorts of disasters and then we have tenants who put holes in walls and do all kinds of things on the other side of the fence. We have to come up with something fair and equitable and something that can be tracked. Something they can actually document and follow through on. That is the commitment they have as a City and a Codes Department to deal with these

issues and get started on something that is actually going to be fair to both sides of these situations.

Councilman Dillard said that the proof is in the pudding. He realizes that they have said this time and time again but now is the time to show up or sit down because the bottom line is that good things are happening here in the City of Newburgh. To let these buildings fester will do nothing but bring the City down again so we have to do something with these buildings. This is what hopefully the City Manager will be working on with the Community Development Office upstairs. They look forward to making this thing work.

Mayor Kennedy added that it might be good to have a strategic discussion about what to do with all of these vacant properties. There are a bunch of pieces to this. We talked about some of them tonight but there are more that they have to do. If the vacant property issue in this City could be solved, then we will solve the crux of the problem because it will take away the habitat for critters, drug dealers and criminals. It is going to take some out of the box creative thinking on how to do that in a massive way and she is interested in any of those ideas.

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

RESOLUTION NO.: 17-2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO ORANGE COUNTY HOUSING
DEVELOPMENT FUND CORPORATION
TO THE PREMISES KNOWN AS 68 BENKARD AVENUE
(SECTION 45, BLOCK 2, LOT 9)

WHEREAS, on April 22, 2010, the City of Newburgh conveyed property located at 68 Benkard Aveenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 2, Lot 9, to Orange County Housing Development Fund Corp.; and

WHEREAS, Orange County Housing Development Fund Corp., by their 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, 5, 6 and 7 of the aforementioned deed.

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

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

ADOPTED

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 68 Benkard Avenue, Section 45, Block 2, Lot 9, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, 6 and 7 in a deed dated April 22, 2010, from the CITY OF NEWBURGH to ORANGE COUNTY HOUSING DEVELOPMENT FUND CORP., recorded in the Orange County Clerk's Office on April 30, 2010, in Liber 12998 of Deeds at Page 0234 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2013

THE CITY OF NEWBURGH

By: _____
RICHARD F. HERBEK,
City Manager

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

On the _____ day of January in the year 2013, before me, the undersigned, a Commissioner of Deeds in and for said State, personally appeared RICHARD F. HERBEK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: 18 - 2013

OF

JANUARY 28, 2013

RESOLUTION OF THE CITY COUNCIL ACCEPTING CODE ENFORCEMENT ASSESSMENT REPORT AND RECOMMENDATIONS FOR THE CITY OF NEWBURGH

WHEREAS, the Professors Joseph Schilling and Kermit Lind have spent three full days in the City of Newburgh and met with the City's Code Enforcement Bureau and other City staff, as well as conducted conversations and discussions with different stakeholders involved with neighborhood revitalization and community development within the City and the region to assess the current code enforcement system in the City of Newburgh as part of a broader effort to help build the capacity of people committed to bringing back a better City, and submitted a report to the City Council making recommendations to lay the foundation for a strategic code enforcement plan for the City; and

WHEREAS, the City Council supports the goal of developing and implementing a strategic code enforcement plan for the City and finds that continuing the process is in the best interests of the City of Newburgh.

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

1. The City Council hereby accepts the Code Enforcement Assessment Report and recommendations; and

2. The City Council hereby supports the development of 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

3. The City Council hereby supports the development of a technology and communications strategy for streamlining code enforcement operations and making code enforcement actions more transparent; and

4. The City Council hereby authorizes the City Manager to take such steps as are necessary to seek funding sources for a comprehensive update of the City's Code Enforcement processes and technologies and to take other steps necessary and appropriate to implement the recommendations set forth in the Code Enforcement Assessment report.

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

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

ADOPTED

18-13

A Strategic Code Enforcement Initiative for Newburgh, New York

I. SUMMARY

The City of Newburgh currently confronts a classic cycle of decline and disinvestment. Companies that sustained growth and prosperity for generations are now gone, leaving behind vacant storefronts and abandoned factories. A few businesses have retrofitted some of these underused structures, but for the most part these economic drivers are smaller and less powerful. Population changes have resulted in a community dominated by residents who rent, most of whom have fixed incomes and depend on public support for housing, food, and health care. A general sense of lawlessness, gang activity, and social instability dominate the landscape and behaviors in several core urban neighborhoods. In some circles there appears a general lack of confidence in local government and, with respect to issues of housing and the living environment, a very low regard for the competence of some key institutions. The need to break this cycle of descending community health and order is undisputed by virtually all of the community leaders, including those persistently dedicated to the City and who are employed in providing public services. The question is not whether there is a community-wide crisis but rather how to shift the current trajectory towards a healthy, safe, stable, and more desirable place to live and raise families. The City's current revitalization efforts provide an opportunity to engage all facets of local government in this process. Newburgh's courts, for example, could participate more fully in the City's code enforcement efforts, becoming a critical component to effective enforcement as in other municipalities and adding predictability and integrity to the enforcement process.

This report responds to the request of a small, committed group of local public officials, residents, and civic leaders who believe that revamping and enhancing existing code compliance and enforcement policies and programs could serve as a catalyst for stabilizing and eventually regenerating Newburgh. It crystallizes a policy and program study visit from July 2012 that looked at the City's existing conditions, assets, and opportunities. This report is NOT a detailed analysis of causes, complaints, or dysfunctions, nor does it provide in-depth program and process evaluations. Instead it describes the community context and driving factors that impact and influence the ability of the City to gain compliance with essential building, housing, and fire codes, along with the internal administrative procedures and capacity of the relevant City departments.

The report recognizes that code compliance and enforcement requires a menu of strategic policies and programs that together can help stabilize distressed neighborhoods and put them back on track. Thus, the report emphasizes the assets and opportunities already in existence that Newburgh can leverage as the building blocks for a new, more effective set of code compliance strategies, along with suggestions about how to rebuild the City's existing capacity to carry out the initiatives necessary to reverse community decline.

II. BACKGROUND AND OVERVIEW

The goal of this code enforcement assessment and capacity building technical assistance is to produce a body of work that will go beyond the writing of a report. It should inform and mobilize and enable those in Newburgh who are ready to invest and engage in change. They would rather use the process of producing and delivering the report as a catalyst for initiating actions critical to a sustained incremental approach that involves consistent and constructive change in Newburgh at the neighborhood level. Reports and recommendations alone are not adequate; they must be actualized by people in the community who have the will and the capacity to meet the current and inevitable challenges in the process ahead.

The report uses the term "strategic code enforcement" for a special purpose, a term of art in the body of their work. Strategic code enforcement refers to the organization of critical assets and resources into a system of activities with clearly identified goals, principles, and procedures. All elements – personnel, agencies and institutions, policies and procedures, planners, decision-makers, and administrators must have a common purpose in which each plays a contributing part. It focuses resources and skills on problems and dysfunctions most critical to getting desired results. It does not presume to be comprehensive, and it does not fail to do what is possible because it is not perfect or comprehensive. Strategic code enforcement operates proactively. To do that requires access to information and data about what is happening, information and data that measures trends and forecasts problems.

Many cities, such as Newburgh, now face lower homeownership and owner occupancy, with increased mortgage failures and abandonment of both mortgages and houses and with neighborhoods losing their vitality and stability. At the same time these conditions call for greater code enforcement interventions, dwindling local government budgets and staff make it more difficult to address this cycle

of neighborhood decline effectively and timely. This makes strategic thinking and acting all the more important. Difficult choices must be made when doing everything is not an option.

In summarizing the report's more detailed observations:

1. the assets needed to improve code enforcement are fragmented and isolated into agencies and departments that do not share common objectives and a common baseline of data and information;
2. deteriorating social conditions are a force dividing the community and overwhelming the capacity of government agencies personnel who want to do their jobs:
3. a critical asset is the small group of highly motivated persons in municipal positions who are committed to stopping Newburgh's decline;
4. the assistance being provided by the LULC to provide research and informational support is a valuable asset; and
5. There are some individuals and organizations in the community that could be organized and mobilized into a civic force for positive partnership with governmental initiatives.

Based on our observations about Newburgh's existing code enforcement approach and the local and regional dynamics, the report suggests the City, in collaboration with LULC and other Newburgh stakeholder organizations, engage in a campaign to transform Newburgh's code enforcement program into a more strategic and systematic enterprise. This will require these public, private, and nonprofit leaders to identify and advocate for changes to the communities and the City's current approach to code enforcement and the overarching mission to improve the quality of neighborhood life for all of the city's residents.

III. LAYING THE FOUNDATION FOR STRATEGIC CODE ENFORCEMENT—Immediate Program and Policy Recommendations

In light of successful code enforcement practices from other cities, we prepared a report that includes short-term recommendations along with five additional long-to-mid range policy and program recommendations. Newburgh certainly will have to adapt all of these recommendations to fit the market dynamics, context of its community, relevant legal frameworks, and the overall institutional and fiscal capacity of small cities in the state of New York. Some of the recommendations are short term priorities (actions that can be achieved within the next six months) while others are mid-to-long range (over a year or more); however, these efforts to change how Newburgh pursues neighborhood stabilization and revitalization can operate on parallel tracks. Together these actions offer a blueprint for action in helping Newburgh design and develop a more strategic code compliance and enforcement system. Our FIVE high priority recommendations include:

1. Identify and designate a task force of stakeholders involved with code enforcement who are or who can be directly engaged in the development and operation of new policies, procedures, and programs to elevate code compliance and the enforcement needed against serious noncompliance;

2. Extend and expand the partnership with LULC for the development of 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;

3. Develop a technology and communications strategy for streamlining code enforcement operations and making code enforcement actions more transparent;

4. Convene a Series of Landlord—Tenant Community Discussions on the Problem of Substandard Living Conditions in Rental Housing; and

5. Commission and conduct a series of research projects that provide stronger evidence for making code enforcement policy and case decisions.

With respect to the short term recommendations we believe the city, working closely with its partners, such as LULC and others, can tackle these tasks over the course of the next six months. These recommendations include ideas on how to change existing code enforcement procedures and process, such as continuing to gather and synthesize more real property data and increase the information technology of frontline inspectors and staff. The report also identifies several strategic areas where the City and its partners need more in-depth analysis before they take action, such as understanding the policy and political drivers of public assistance tenants and also the court's processing of code enforcement and landlord-tenant citations. The report's immediate recommendations focus on building the capacity of the City, its code enforcement department, and critical partners to make better informed decisions in the coming year (2013) about specific code enforcement remedies and interventions—a critical first step in adopting a more strategic code enforcement model.

IV. CONCLUSION—Mounting a Collaborative Campaign for Strategic Code Enforcement

City officials cannot reform their code enforcement systems without help and support from other key partners. More than just a set of local government rules and department operation, code enforcement remains a core community function—the preservation of neighborhood order—such that cities can exercise their police powers against those individuals and entities who fail to comply with fundamental community standards. Thus, effective code enforcement systems demand engagement

and commitment from the entire community from local government officials and staff to nonprofits, businesses, and residents. Engendering this broad vision of code enforcement is as much a part of the reengineering of Newburgh's code enforcement operation as the specific strategies and tools set forth in the report.

We believe the timing is ripe for Newburgh to take immediate actions to start the capacity building process. More partners and resources likely will be needed as they go through transforming their code enforcement system, but the process of building capacity will include demonstrating the value of the necessary commitment of financial resources and focused willpower to reach strategic objectives for community improvement.

APPENDIX—WORK PLAN WORK SHEETS

Below are several preliminary work plans for the City, the LULC, and its partners to consider as they consider how best to implement the first five priority recommendations set forth in this report. The tables include some initial steps with very preliminary timeframes. We intentionally left blank the assignment columns. Consider these tables as worksheets that will require further discussions and collaboration among all of the core members of the strategic code enforcement coordinating group.

1. Priority Recommendation One—Coordinating Working Group

Action Step	Players Involved	Time Frame
Prep & Scope of the CC: • Convene Core Executive Committee • Develop CC Structure and working groups: 1) strategic policy and programs; 2) tactical CE • Draft groundrules, mission and membership criteria • Select chairs		January and February 2013
Convene Initial Meeting and establish 2013 meeting schedule and communications process		March 2013
Develop Six Month Action Agenda— • Review Report Recommendations		March 2013

• Make assignments		

2. Priority Recommendation Two—Real Property Information System

Action Step	Players Involved	Time Frame
Inventory all relevant real property data systems within the City and the region		April and May 2013
Identify simple real property information systems that other cities are using		April and May 2013
Convene a working group of Information Technology officials within the region to discuss ways for data sharing and networking		/May and June 2013
Identify and select a data intermediary (often a university or NGO that serves as the virtual hub for data sharing)		September 2013
Establish basic protocols for sharing the information and maintaining it and guidelines for access by City officials and the public		September and October 2013
Develop regular reporting mechanisms the case management tracking system and pilot test it with workers and unions		October and November 2013
Explore avenues for conducing special studies that identify market trends and neighborhood conditions based on the neighborhood market typology.		October and November 2013

3. Priority Recommendation Three—Technology and Communications Plan for CE

Action Step	Players Involved	Time Frame
Inventory all data systems in the City that track code enforcement activities		March 2013
Identify simple systems that other cities have used for code enforcement tracking and performance management systems		March 2013
Conduct a code enforcement process efficiency study (probably bring in an outside consultant)		April/May 2013
Streamline/consolidate the steps in the		March 2013

code enforcement process based on recommendations from the efficiency study		
Design case management system (tracking and performance measurement) based on the new streamlined code enforcement process; gather input from all users and agencies, such as the courts, that might interface with the system		April and May 2013
Develop the case management tracking system and pilot test it with workers and unions		May and June 2013
Expand it to include the processing of cases in the law office and the courts		
Develop a comprehensive outreach and communications strategy for code enforcement policy changes and case status		June—August 2013
Consider launching a city wide social marketing/media blitz about code enforcement and its role in neighborhood revitalization		September—November 2013

4. Priority Recommendation Four—Design and Convene Community Dialogue on Landlord-Tenant Relationships and Substandard Rental Housing

Action Step	Players Involved	Time Frame
Identify and compile model programs and policies on landlord-tenants and substandard rental housing		March—April 2013
Assess activities and actions from existing landlord-tenant groups and organizations (the city, the county, nonprofits, community based, private sector/businesses, etc.)		March—May 2013
Conduct preliminary stakeholder analysis that includes interviews, focus groups, perhaps survey work, to identify areas of common concern, potential common interests, and potential conflicts.		May—June 2013
Summarize the issues and create a proposed slate of Dialogue participants		June 2013
Develop Dialogue Action Plan for funding and managing a 4-8 month community discussion, including various technical working groups		June 2013
Identify and engage facilitation team,		July—August 2013

create process, identify locations for regular meetings		
Convene kickoff meeting of the Community Dialogue, set schedule, ground rules, goals, outcomes, etc.		Sept 2013

5. **Priority Recommendation Five: Commission and conduct a series of research projects that provide stronger evidence for making code enforcement policy and case decisions.**

Action Step	Players Involved	Time Frame
Develop overall research management plan with preliminary project management plans for each of the 5 research projects, including time tables and preliminary assignments		
Identify research teams for each of the 5 research projects and have initial kick-off meetings with each team		
Inventory of existing policies, programs, and projects—what is the city and its partners currently doing?		
Inventory of best practice policies and programs from other cities		
Benchmark/Compare Newburgh's existing efforts with model practices from other cities—identify aspects that seem relevant and transferable to Newburgh		
Frame the research projects' scope and questions relevant to the adaptation of model practices to Newburgh's circumstances and dynamics.		
Inventory and catalogue of existing data resources		
Identify gaps and limitations in the data and develop strategies for gathering and synthesizing that data		
Draft research report including findings, observations and menu of action plans or worksheets		
Seek feedback and input from engaged and relevant stakeholders		
Revise recommendations and observations based on feedback		
Finalize recommendations and disseminate report to involved policymakers and practitioners.		

RESOLUTION NO.: 19 - 2013

OF

JANUARY 28, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED LAND DISPOSITION AND ACCESS AGREEMENT WITH THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY IN CONNECTION WITH THE HUDSON VALLEY LIGHTING PROJECT

WHEREAS, by Resolution No. 143-2012 of August 13, 2012, the City Council of the City of Newburgh memorialized its support of the property proposal submitted by the City of Newburgh Industrial Development Agency ("the IDA") in connection with the Hudson Valley Lighting Project and further authorized the City Manager to negotiate on behalf of the City of Newburgh a land transfer agreement; and

WHEREAS, by Resolution No. 234-2012 of December 10, 2012, the City Council declared itself as the Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6; designated the Land Disposition and Access Agreement as an "unlisted action"; adopted an Environmental Assessment Form; issued a Negative Declaration with respect to the Land Disposition and Access Agreement; and authorized the City Manager to execute the Land Disposition and Access Agreement with the City of Newburgh Industrial Development; and

WHEREAS, further discussion about the Project between the City, the IDA, Hudson Valley Lighting and the New York State Department of Environmental Conservation resulted in a recommendation that the IDA retain that portion of its property which was to be exchanged with the City for stormwater management; and

WHEREAS, the IDA has proposed providing to the City an easement over that portion of its property which was to be exchanged with the City; and

WHEREAS, such proposal requires an amendment to the Land Disposition and Access Agreement between the City and the IDA providing for said easement; and

WHEREAS, the City Council has determined that the proposed amendment to the Land Disposition and Access Agreement will not effect on the Negative Declaration previously issued and 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 the attached Amended Land Disposition and Access with the City of Newburgh Industrial Development Agency in substantially the same form and with other provisions as Corporation Counsel may require for the land transfer to facilitate the Hudson Valley Lighting Project.

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

Ayes – Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Valentine – 5

ADOPTED

9/13

LAND DISPOSITION AND ACCESS AGREEMENT

BETWEEN

CITY OF NEWBURGH,

AND

CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY

This Land Disposition and Access Agreement ("Agreement"), effective as of [_____ __, 2013] (the "Effective Date"), is hereby made by and among:

A. The City of Newburgh, Orange County, New York, its agencies, departments, officers, employees, agents, representatives, successors and assigns, collectively referred to in this Agreement as the "City"; and

B. The City of Newburgh Industrial Development Agency, Orange County, New York, its agencies, departments, officers, employees, agents, representatives, successors and assigns, collectively referred to in this Agreement as the "IDA".

The City and the IDA are collectively referred to herein as "the Parties" and individually referred to as a "Party".

WHEREAS, Hudson Valley Lighting Inc. is a business operating within the City of Newburgh and has outgrown its current location; and

WHEREAS, the IDA is the sole owner of a parcel of land known as 5 Scobie Drive and more accurately described as Section 1, Block 1, Lot 6 as shown on the tax map of the City of Newburgh (the "IDA Property"); and

WHEREAS, the City is the sole owner of a parcel of land known as 70 Pierces Road more accurately described as Section 5, Block 1, Lot 16 as shown on the tax map of the City of Newburgh (the "City Property"); and

WHEREAS, Hudson Valley Lighting Inc. desires to remain in operation within the City has expressed an interest in relocating its business to the IDA Property; and

WHEREAS, to facilitate the relocation of Hudson Valley Lighting to the IDA Property, certain pre-development activities are required, including but not limited to access to City property and the transfer of a portion of the City Property to the IDA;

NOW, THEREFORE, in consideration of the mutual covenants and promises as set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions:** The following terms used in this Agreement have the following meanings:

   (a) "Agreement Areas" means the City Property to which the IDA is being granted access hereunder, as described in and shown on Exhibit A, in order to perform the pre-development activities as the term "Pre-development Activities" is defined herein.

   (b) "Permittees" (individually a "Permittee") means the IDA and each of its employees, agents, representatives, successors, assigns, consultants, contractors, and subcontractors which are involved in the performance of the IDA's Obligations.

   (c) "Assignee" means Hudson Valley Lighting, Inc. or an entity wholly-owned by Hudson Valley Lighting, Inc. as the assignee of the IDA's rights and obligations under this Agreement through a separate agreement between the IDA and Hudson Valley Lighting, Inc.

   (c) "DEC" means the New York State Department of Environmental Conservation and its divisions and employees.

   (d) "Pre-development Activities" means tasks associated with the transfer ~~exchange~~ of property from~~between~~ the City to~~and~~ the IDA and such other activities as may be necessary or as required by the New York State Department of Environmental Conservation for the application of Hudson Valley Lighting Inc for the entry of the IDA Property including the portion of the City Property being transferred to the IDA into the Brownfield Cleanup Program (the Pre-development Activities and the conduct of such other activities as may be necessary or as required by the DEC, collectively referred to as "IDA Obligations")~~into the DEC Brownfield Cleanup Program~~.

2. **Agreement Is a Contract:** The Parties to this Agreement intend this Agreement to be a contract and to be enforceable as such. The contract shall be governed and interpreted according to the laws of the State of New York.

3. **Claims Against Non-Parties:** Nothing herein shall affect the right of any Party to pursue its rights, including, but not limited to, rights of contribution and indemnification, against entities not a Party to this Agreement relating in any way to the Environmental Conditions existing on the City Property and the IDA Property.

4. **Good-Faith Cooperation:** The Parties shall coordinate and cooperate in good faith with each other to achieve the objectives of this Agreement. Included within the duty of good faith is the duty of the IDA to periodically and timely inform the City of the activities they are undertaking to implement its responsibilities hereunder and of the City to periodically inform the IDA of the activities it is undertaking to implement its responsibilities hereunder.

5. **Dispute Resolution:** The Parties shall make all reasonable efforts to resolve informally any questions or disputes that arise in the implementation or interpretation of this Agreement. The Parties agree that, except as otherwise provided herein, prior to seeking judicial enforcement of this Agreement, they will engage in a mutually acceptable form of alternative dispute resolution ("ADR"), to be conducted in New York, for a period of not less than one month and not to exceed three months. Notwithstanding the foregoing, however, if (a) the Parties are unable to agree upon a mutually acceptable form of ADR within a period of one month from the date that the Party seeking enforcement of this Agreement so notifies the other Parties, (b) the ADR process fails to achieve a mutually acceptable resolution within the time period set forth in the foregoing sentence, or (c) the Party seeking enforcement of this Agreement deems the circumstance to be an emergency such that it believes it necessary to seek immediate injunctive or other equitable relief, then, in any such event, the Parties retain their rights to seek judicial enforcement of this Agreement.

6. **No Admissions:** The entry into this Agreement shall not be deemed or construed as an admission by any Party of liability, fault or wrongdoing under CERCLA or any other statute, contract or common law. In the implementation of this Agreement, the Parties shall not be required to make any admission of liability to federal or state governmental entities for any purpose whatsoever.

7. **Responsibilities of the City:** In exchange for the promises and covenants contained herein, the City shall:

(a) Provide timely access to the City Property to any Permittee and Hudson Valley Lighting Inc., as the Assignee, for the performance of the IDA's Obligations in accordance with this Agreement. Notwithstanding anything to the contrary and without in any way limiting the foregoing, the provision of access shall include, but not be limited to: a license or privilege of entering upon the City property and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary for the purposes of engaging in predevelopment activities which activities may include, but are not limited to, conducting surveys, physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, and such other tests and site evaluations as are reasonably required for an evaluation and remediation of the property and the prosecution of any applications for governmental approvals.

(b) As the Assignee, provide to Hudson Valley Lighting, Inc., or an entity wholly-owned by Hudson Valley Lighting, Inc. formed for the purpose of submitting an application to the DEC to enter the Brownfield Cleanup Program for the remediation and re-development of the IDA Property including the portion of the City Property being transferred to the IDA pursuant to the terms of this Agreement, access to the City Property and all rights and permissions to the full extent as required by the Brownfield Cleanup Program. In addition, the City shall provide to Hudson Valley Lighting, Inc., as the Assignee, access to all technical, environmental and other records relating to the City Property.

(c) The license or privilege hereby given shall commence upon the execution of this Agreement between the Parties. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

(d) Cooperate with the IDA in the performance of its responsibilities pursuant to Paragraph 8 below.

(e) Provide assistance for the re-development of the IDA Property, including the land transfer ~~exchange~~, site investigation and remediation and other pre-development activities with New York State DEC and local governmental agencies and other similar applicable parties. The City shall provide assistance reasonably requested by the IDA and Hudson Valley Lighting in obtaining licenses, approvals, permits and other cooperation from local, state, and Federal agencies and local governmental bodies; provided, however, that except as otherwise specifically described herein, the IDA and Hudson Valley Lighting shall have the primary responsibility for obtaining such approvals and cooperation.

(f) Cooperate with the IDA and Hudson Valley Lighting, as the Assignee, in securing additional funding needed to complete the re-development of the IDA Property, including the portion of the City Property being transferred to the IDA pursuant to this Agreement. The City shall provide support applications for funding from other sources in the form of letters and resolutions of support.

(g) The City hereby agrees to sell and convey the portion of the City Property identified as Zone 2 in Exhibit "A" to the IDA in accordance with the terms and provisions of this

Agreement and subject to compliance with applicable law. Insurable title to the City Property shall be conveyed by the City to the IDA at or prior to closing subject only to such exceptions to title as the IDA may approve, which approval will not be unreasonably withheld.

(h) The purchase price for the portion of the City Property shall be the granting of a drainage easement by the IDA to the City over ~~the sale and conveyance of~~ the portion of the IDA property identified as Zone 1 in Exhibit "A" in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law. ~~Insurable title to the IDA Property shall be conveyed by the IDA to the City at or prior to closing subject only to such exceptions to title as the City may approve, which approval will not be unreasonably withheld.~~

(i) The City will not accept additional hazardous wastes on the City Property from neighboring properties, and further represents that the City will take all reasonable and necessary action to prevent the City Property from accepting any and all hazardous waste found on parcels adjacent to the City Property, known as the Dupont-Stauffer Superfund site and further represents that it will not request to re-open any records of decision in connection with the United States Environmental Protection Agency Administrative Settlement Agreement and Order on Consent for a Removal Action among E.I. DuPont de Nemours & Company, Bayer CropScience, Inc. (Successor-in-Interest to Stauffer Chemical Company) and EPA, Index Number CERCLA-02-2010-200X, effective October 4, 2010.

(j) The City shall not be responsible for the costs of the Pre-development Activities authorized under this Agreement.

8. **Responsibilities of the IDA:** In exchange for the promises and covenants contained herein, the IDA shall:

(a) Except as otherwise provided in this Agreement, implement all requirements of the Pre-development Activities, including, but not limited to, the survey of the City Property and IDA property.

(b) The IDA shall be responsible for the costs of the City's obligations as set forth in Paragraph 7.

(c) The IDA shall require that any of its contractors or subcontractors who (i) perform any portion of the Pre-development Activities at the City Property or (ii) enter onto the City Property shall provide the insurance coverages herein on the terms set forth, at their expense, Worker's Compensation insurance, public liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Such policies shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the Work to be performed. The Commercial General Liability Insurance shall be written on an ISO Occurrence Form (or equivalent). Except for Worker's Compensation insurance, the City shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of such contractors and subcontractors and not those of the City. Each policy naming the City as an additional insured shall not contain an "owned property exclusion" nor a "severability of interest exclusion."

Type of Coverage	Limits of Coverage

Worker's Compensation	Statutory
Employer's Liability or similar insurance	$1,000,000 each occurrence
Automobile Liability Bodily Injury Property Damage	$1,000,000 aggregate $1,000,000 each occurrence
Commercial General Liability, including broad form contractual liability, bodily injury, and property damage	$2,000,000 aggregate $1,000,000 each occurrence

Prior to the commencement of the Pre-development Activities, the IDA shall require the contractors and subcontractors retained by the IDA or its assigns to submit to the City upon the City's request certificates of insurance evidencing compliance by such contractors and subcontractors with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the City with respect to its interests, (ii) it shall not be canceled, including without limitation, for non-payment of premium, or materially amended without thirty (30) days' prior written notice to the City, and the City shall have the option to pay any necessary premiums and charge the cost back to the IDA.

If any insurance shall be provided on a "claims made" basis, all such policies shall provide that:

(1) Policy retroactive dates coincide with or precede the contractors' start of the performance of the Pre-development Activities (including subsequent policies purchased as renewals or replacements); and

(2) Prompt notice shall be given to the City of circumstances or incidents that might give rise to future claims with respect to the Pre-development Activities.

In the event that any contractor or subcontractor of the IDA is unable to fulfill any of the requirements under this subparagraph 8(b), the IDA shall confer with the City prior to engaging said contractor or subcontractor.

The IDA agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

The IDA hereby agrees to defend, indemnify and hold City harmless against any claims, actions and proceedings brought against City arising out of, in connection with and/or relating to Pre-development Activities on the City Property.

(d) Pursue the re-development of the IDA Property, including but not limited to the land transfer by~~exchange with~~ the City, site investigation, remediation and other pre-development activities with New York State DEC and local governmental agencies and other similar applicable parties. The IDA shall provide assistance reasonably requested by Hudson Valley Lighting in obtaining licenses, approvals, permits and other cooperation from local, state, and Federal agencies and local governmental bodies; provided, however, that except as otherwise specifically described herein, the IDA and Hudson Valley Lighting shall have the primary responsibility for obtaining such approvals and cooperation.

(e) Cooperate with the City and Hudson Valley Lighting in securing additional funding needed to complete the re-development of the IDA Property including the portion of the City Property being transferred to the IDA pursuant to the terms of this Agreement. The IDA shall provide support applications for funding from other sources in the form of letters and resolutions of support.

(f) The IDA hereby agrees to ~~sell and~~ convey to the City an easement for drainage over the portion of the IDA Property identified as Zone 1 in Exhibit "A" ~~to the City~~ in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law. ~~Insurable title to the IDA Property shall be conveyed by the IDA to the City at or prior to closing subject only to such exceptions to title as the City may approve, which approval will not be unreasonably withheld.~~

(g) The purchase price for the easement ~~portion of the IDA Property~~ shall be the sale and conveyance of the portion of the City Property identified as Zone 2 in Exhibit "A" in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law.

(h) Provide the City with copies of all draft plans, providing the City with a reasonable opportunity to comment on such plans, and final plans and reports submitted to and approved by DEC and or any other regulatory agencies of the United States or the State of New York pursuant to the Brownfield Cleanup Program relating to the Agreement Areas and to the IDA and/or Hudson Valley Lighting's obligations.

(i) Cooperate with the City in the performance of its obligations pursuant to Paragraph 7.

(j) In the event that, following a period of thirty (30) days after the receipt by the IDA of written notice from the City that the IDA or any Permittee has breached this Agreement in some respect, within which period of time the IDA or any Permittee has the opportunity to cure such breach, the IDA or any Permittee has failed to fulfill any obligation of this Agreement, the IDA or any Permittee shall not oppose, and shall comply with, an applicable order by a court of competent jurisdiction, and shall indemnify, defend and hold the City harmless from any and all Claims that are based exclusively upon, and are derived exclusively from, any such breach of this Agreement and non-compliance with any such court order.

9. **Closing:** The closing of the transfer of title for the City owned parcels shall occur at or prior to the closing between the IDA and Hudson Valley Lighting. Any and all closings shall be held at a location agreeable to all Parties. At the closing the City shall execute and deliver to the IDA a bargain and sale deed in recordable form with covenants against grantor's acts and the IDA shall execute and deliver to the City an easement ~~bargain and sale deed~~ in recordable form ~~with covenants against grantor's acts~~. Each Party shall be responsible for all taxes, assessments and water and sewer rents accrued against its parcels as of the date preceding the closing date for the conveyance ~~of such parcels~~. Each Party shall be responsible for all taxes, assessment and water and sewer rents accruing against the conveyed parcels on and after the closing date for such parcels. Each Party shall pay and be responsible for any and all real property transfer and similar taxes.

10. **Authority, Access and Term of Agreement:** The City represents that it is the sole owner of the City Property, and has the authority to grant the access rights and other rights as set forth in this Agreement, and further represents that, to the best of its knowledge and information,

there are no unrecorded liens, encumbrances or rights of others that could affect any Permittee's access to, or right to use, the City Property as provided for herein. This Agreement shall terminate at the later of the closing set forth in paragraph 9 herein or the successful completion of the remediation of the IDA Property through the DEC Brownfield Cleanup program.

10. **Reservation of Claims:** Notwithstanding anything to the contrary contained in this Agreement or otherwise:

a) In return for the performance of the commitments made and the consideration given in this Agreement, the City and the IDA each agrees to forgo any and all Claims against each of the other Party, so long as such Party is not in breach of this Agreement, as determined pursuant to Paragraph 5 (Dispute Resolution) or any judicial enforcement of any such alleged breach, and has not cured any such alleged breach within thirty (30) days of receipt of a written determination rendered pursuant to Paragraph 5 or any final judicial determination.

b) The agreement to forgo any and all Claims, as aforesaid, and any other event, document or circumstance including, but not limited to, any order issued by EPA to the City or any agreement with EPA entered into by the City, shall not be considered applicable: (i) to any portion of the City Parcel not included in the real property exchange between the Parties; or (ii) to any other potential claim of a Party, or to any costs, not explicitly covered by this Agreement.

11. **Addressees for Purposes of Notice:**

All notices, requests, demands, approvals or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to City:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: Richard F. Herbek
With copies to:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: Michelle Kelson, Esq.
If to IDA:	City of Newburgh Industrial Development Agency 83 Broadway Newburgh, NY 12550 Attn: Teri Waivada
With copies to:	Oxman, Tulis, Kirkpatrick, Whyatt & Geiger, LLP Suite 100 1210 Bloomingdale Road White Plains, NY 10605 Attn: Thomas Whyatt, Esq.
If to Hudson Valley Lighting:	
With copies to:	Jacobowitz & Gubitz, LLP P.O. Box 367 158 Orange Avenue Walden, NY 12586 Attn: John C. Cappello, Esq.

12. **Enforceability:** Should any provision of this Agreement be deemed unenforceable for any reason, the remainder of this Agreement shall continue in effect so long as the purpose of this Agreement is not nullified by the absence of such provision.

13. **Entire Agreement:** This Agreement reflects the entire agreement among the Parties as to the same subject matter, and, except as otherwise provided in this Agreement, all prior agreements, understandings and commitments are merged with and into and superseded by this Agreement. This Agreement can be amended, including, but not limited to, an expansion of the Agreement Areas for the performance of the Parties' ~~DuPont's/BCSI's~~ Obligations, restated or supplemented only by a written agreement signed by all Parties. This Agreement may be executed in counterparts, all of which together shall be the original Agreement.

14. **Non-Assignment:** The rights, liabilities and obligations under this Agreement shall not be transferred or assigned by any Party unless each Party shall give prior written consent for such transfer or assignment, except that the IDA may assign some of its rights, liabilities and obligations under this Agreement to Hudson Valley Lighting Inc. or an entity formed by and wholly owned by Hudson Valley Lighting Inc. for the purpose of entry of the IDA Property into the DEC Brownfield Cleanup Program. The City agrees that such assignment shall be without recourse to the IDA for those obligations so assigned; the Assignee shall be responsible for all such assigned obligations of the IDA and the City will release the IDA from such obligations. Consent shall not be unreasonably delayed or withheld.

15. **Headings:** The headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have signed this Agreement below.

Dated: _____

THE CITY OF NEWBURGH, NEW YORK

By: _____
Its:

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 201_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

Dated: _____

CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Its:

STATE OF)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 201_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

Dated: _____

RESOLUTION NO.: 20 - 2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH LICHT AND KAPLAN, INC. IN CONNECTION WITH THE DEVELOPMENT OF CITY OWNED PROPERTIES

WHEREAS, the City of Newburgh wishes to develop approximately 4.5 acres of City-owned property along Water Street; and

WHEREAS, Licht and Kaplan, Inc. has expressed an interest in developing such property and has requested that the City of Newburgh allow him access to the property prior to determine the feasibility of entering into a development and land disposition agreement; and

WHEREAS, such access to the properties requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement with Licht and Kaplan, Inc., and its contracted agents, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, to allow access to certain City-owned property along Water Street for the purposes of and to perform predevelopment activities.

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

Ayes – Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Valentine – 5

ADOPTED

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and thirteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and LICHT AND KAPLAN, INC., a domestic corporation organized and existing under the laws of the State of New York, having an office at _____, and their consultants and contractors as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, known as 35-37 Broad Street, 207 Water Street rear, 207 Water Street, 209 Water Street and 215 Water Street, and more accurately described on the official tax map of the City of Newburgh as Section 10, Block 3, Lot 2.22, Section 12, Block 3, Lot 4, Section 12, Block 3, Lot 2.1, Section 12, Block 3, Lot 3 and Section 12, Block 3, Lot 1.2, City of Newburgh, New York.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 35-37 Broad Street, 207 Water Street rear, 207 Water Street, 209 Water Street and 215 Water Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary for the purposes of inspecting the property which inspections may include, but are not limited to, conducting surveys, physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, and such other tests and evaluations as are reasonably required for an evaluation of the property and the prosecution of any applications for governmental approvals.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Fourth: Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall name Licensor as additional insured under insurance coverage concerning Licensee's performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall commence on _____, 20__ and expire and terminate upon the execution of a land development agreement between Licensor and Licensee.

Sixth: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
Richard F. Herbek, City Manager

LICHT AND KAPLAN, INC.

LICENSEE

By: _____

RESOLUTION NO.: 21 - 2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MATRIX CONSULTING GROUP FOR THE PURPOSE OF CONDUCTING AN INDEPENDENT STUDY WITHIN THE CITY OF NEWBURGH POLICE DEPARTMENT AT A COST OF FORTY TWO THOUSAND DOLLARS AND FURTHER AUTHORIZING A BUDGET TRANSFER FOR SUCH AMOUNT FROM CONTINGENCY TO POLICE DEPARTMENT, OTHER SERVICES

WHEREAS, on October 30, 2012 the City of Newburgh issued a Request for Proposals in connection with a Police Consultant Study; and

WHEREAS, a total of eight (8) proposals were duly received and opened on November 15, 2012; and

WHEREAS, the proposals have been reviewed by independent organizations and the necessary and appropriate staff; and

WHEREAS, upon such review of the submitted proposals it has been determined that the most substantial and cost effective proposal is that of Matrix Consulting Group for the amount of Forty Two Thousand ($42,000.00) Dollars; and

WHEREAS, this Council has reviewed the attached proposal and has determined that awarding the Police Consultant Study to Matrix Consulting Group is in the best interests of the City of Newburgh; and

WHEREAS, it has been further determined that a budget transfer is necessary to fund such study.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with Matrix Consulting Group, upon terms and conditions to be approved by the Corporation Counsel, for the purpose of conducting an independent study within the City of Newburgh Police Department at a cost of Forty Two Thousand ($42,000.00) Dollars; and

BE IT FURTHER RESOLVED, that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

	Decrease	Increase
A.1900.1990. Contingency	$42,000.00	
A.3120 Police Department 0448. Other Services		$42,000.00

Councilman Dillard said that this will give them a better insight into the duties of our Police Department. This is not meant to chastise anyone. It is only meant to help the City so that incidents that have happened here in this City will hopefully never happen again.

Mayor Kenendy said that this has been a while coming but it is a step that they made a commitment to last summer. They have gone through a lot of proposals and had a specialist help go through them so that they had a really good company to do this audit of our policies and the things we have in terms of what we are doing. As Councilman Dillard said, this is to be helpful and to make sure that we are on track with what we are doing as well as to be visible and transparent to the public. She believes that this is one of the recommendations that was given to them last summer from a citizens group and they have followed through on it so she is very please that they are taking this step.

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

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

ADOPTED

RESOLUTION NO.: 22 - 2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH MALCOLM PIRNIE-ARCADIS FOR THE CONSTRUCTION PHASE OF THE WASTE WATER TREATMENT PLANT WATER POLLUTION CONTROL PLAN EMERGENCY BACKUP GENERATION AND SOLIDS HANDLING SYSTEMS PROJECT AT AN ADDITIONAL COST NOT TO EXCEED EIGHT THOUSAND FIVE HUNDRED DOLLARS AND TO AUTHORIZE A CHANGE ORDER TO THE ELECTRICAL CONSTRUCTION CONTRACT WITH HUDSON VALLEY ELECTRICAL C&M, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS

WHEREAS, this Council, by Resolution No.: 254-2011 of December 12, 2011, authorized the City Manager to enter into an agreement for professional engineering services with Malcolm Pirnie-Arcadis in connection with the Waste Water Treatment Plant Water Pollution Control Plant Emergency Backup Generation and Solids Handling Systems Project (the "WWTP Project"; and

WHEREAS, this Council, by Resolution No.: 108-2012 of June 18, 2012, authorized the City Manager to execute and amendment to the contract for professional engineering services with Malcolm Pirnie-Arcadis for detailed design services in connection with the WWTP Project; and

WHEREAS, this Council, by Resolution No. 161-2012 of September 24, 2012, authorized the City Manager to execute a contract with Malcolm Pirnie-Arcadis for Construction Phase Services in connection with the WWTP Project; and

WHEREAS, this Council, by Resolution No. 167-2012 of September 24, 2012 accepted a bid and authorized the City Manager to execute an electrical construction contract with Hudson Valley Electrical C&M, Inc. in connection with the installation of the back -up generator for the WWTP Project; and

WHEREAS, during Super Storm Sandy the original location for the back-up generator was flooded and an alternative location was identified; and

WHEREAS, the New York State Department of Environmental Conservation has approved the alternative location of the back-up generator and approved an Amended Consent Order providing the City with additional time to re-locate and install the generator; and

WHEREAS, the installation of the generator at the alternative location will require additional services and amended contract with Malcolm Pirnie-Arcadis an amount not to exceed eight thousand five hundred ($8,500.00) dollars as set forth in a proposal dated December 21, 2012, attached hereto, outlining the necessary scope and fee schedules related thereto and a change order to the electrical construction contract with Hudson Valley Electrical C&M, Inc. in an amount not to exceed one hundred sixty-five thousand ($165,000.00) dollars; and

WHEREAS, the costs associated with the relocation of the back-up generator at the WWTP may be eligible for reimbursement from the Federal Emergency Management Agency; and

WHEREAS, funding for such project shall be derived from HG1.8130.0200.8100; and

WHEREAS, this Council has determined that entering into the amended contract with Malcolm Pirnie-Arcadis and authorizing a change order to the electrical construction contract with Hudson Valley Electrical C&M, Inc. 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 as follows:

1. The City Manager be and he is hereby authorized to execute an amendment to the contract with Malcolm Pirnie-Arcadis for Construction Phase Services in connection with the relocation of the back-up generator in the Waste Water Treatment Plant Water Pollution Control Plan Emergency Backup Generation and Solids Handling Systems Project at an additional cost not to exceed Eight Thousand Five Hundred Dollars;
2. The City Engineer, Comptroller and Malcolm Pirnie-Arcadis, as the City's construction manager, be and they hereby are authorized to prepare and execute a change order to the electrical construction contract with Hudson Valley Electrical C&M, Inc. in an amount not to exceed One Hundred Sixty-Five Thousand Dollars for the installation of the back-up generator in the alternative location at the Waste Water Treatment Plant; and

3. The City Manager be and he hereby is authorized to make application to the Federal Emergency Management Agency for reimbursement of these additional costs.

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

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

ADOPTED

MALCOLM PIRNIE | ARCADIS

The Water Division of ARCADIS

Malcolm Pirnie, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis-us.com

Mr. Craig Marti, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12831

Water

Subject:
Proposal for Benefit Cost Analysis for relocating Generator

Date:
December 21, 2012

Dear Mr. Marti:

Contact:
Joshua LaPlante

Phone:
518.250.2300

Email:
joshua.laplante@arcadis-us.com

Our ref:
04881003.0000

Malcolm Pirnie, the Water Division of ARCADIS (Pirnie/ARCADIS), is pleased to submit this proposal to the City of Newburgh (City) for performing a benefit cost analysis (BCA) for the relocation of the generator at the Water Pollution Control Plant. The scope of work is as follows.

SCOPE OF WORK

Complete a BCA for the location change of the planned generator at the City's WPCP. This BCA will be used to justify added expenditure from altering plans for the location of the generator. FEMA's Benefit Cost Analysis Toolkit Version 4.8 will be used to complete this analysis so that it may be used in application for FEMA 406 Mitigation funds if the City decides to pursue such. Factors to be included in the BCA include, but are not limited to:

- Probability of flooding at the current planned location, as determined by FEMA Flood Insurance Study;
- Probability of flooding at the proposed location, as determined by FEMA Flood Insurance Study;
- Consequence of flooding at the current planned location, to include at least:
    - Impact to level of service to the service population;
    - Repair/replacement costs; and
    - Labor and equipment cost considerations.
- Consequence of flooding at the proposed location, to include those factors identified above;

- Project cost considerations, including additional maintenance costs as a result of the location change;
- Elevations and dates of historical flood events; and
- Historical losses to the plant.

An information request will be submitted to the client as soon as the project is approved.

In addition, the client may wish to pursue FEMA Public Assistance or 406 Mitigation to aid in the funding of the project. Should the client decide to move forward with such actions, the team will prepare the appropriate paperwork and application materials in pursuit of said funds either individually or simultaneously, depending upon the strategy the client would prefer to use.

BUSINESS TERMS

Pirnie/ARCADIS proposes to provide our services for an additional cost of $8,500, to be added to the current contract. We thank you for the opportunity to submit a proposal to provide the BCA and continue to assist the City. If you have any questions or comments regarding this proposal, or if you require any additional information, please do not hesitate to contact us. We look forward to continuing our association with the City.

Sincerely,

Malcolm Pirnie, Inc.

Joshua LaPlante
Project Engineer

Enclosures

RESOLUTION NO.: 23 - 2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND TO ACCEPT IF AWARDED A GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY AND FEDERAL EMERGENCY MANAGEMENT AGENCY FOR FIRE PREVENTION AND SAFETY IN AN AMOUNT NOT TO EXCEED $620,000.00 WITH A TEN PERCENT IN-KIND SERVICES MATCH

WHEREAS, the Department of Homeland Security and Federal Emergency Management Agency (FEMA) has offered a Fire Prevention and Safety Grant; and

WHEREAS, the Fire Department has proposed an application for said grant in an amount not to exceed $620,000.00 with a required ten percent (10%) match of in kind services for three years to establish a strong, community based fire prevention and safety education program by hiring a bi-lingual fire safety educator who will target the needs of the most at risk groups for injury: children and the elderly; and

WHEREAS, the program will have three objectives and measurable outcomes which include Educate the Community, Involve the Community, and Fire Prevention Task Force; and

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

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 a grant from the Department of Homeland Security and Federal Emergency Management Agency for a Fire Prevention and Safety Grant for an amount not to exceed $620,000.00 with a ten (10%) percent in-kind services match.

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

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

ADOPTED

93/13

CITY OF NEWBURGH FIRE DEPARTMENT

Memorandum

TO: City Council
City Manager

From: Michael Vatter, Chief of Department

SUBJECT: FEMA Fire Prevention Grant Application

DATE: January 18, 2013

We are in the process of preparing a Fire Prevention and Safety grant application which is due to be filed in early February. The grant originates with the Department of Homeland Security and FEMA. The grant requires a ten percent (10%) match, which can be of "in kind" services.

Our proposal is for a grant not to exceed six hundred twenty thousand dollars ($620,000) over three years to establish a strong, community based fire prevention and safety education program by hiring a bi-lingual fire safety educator who will target the needs of the groups most at risk for injury: children and the elderly. The program will have three objectives and measurable outcomes.

Objective 1: Educate the Community. The City of Newburgh Fire Department will hire a full-time, bilingual (English/Spanish fluency) fire prevention educator. This educator will be an experienced, effective educator who has significant experience in educating a challenging demographic and helping people construct active plans that will improve their safety. The educator will be complemented up by a full-time community outreach coordinator who will be focused on ensuring that the educator is out in the community on a regular basis, educating the community, not pushing paper and scheduling appointments. The educator will host or attend four to six meetings per week, 50 weeks per year for a total of 200 educational outreach programs per year and 600 throughout the grant period.

Objective 2: Involve the Community: The City of Newburgh has been working on initiatives that are cross-sector, public/private partnerships and involve new partners working in innovative manners. In the past two years, tremendous success has been seen as a direct result of these partnerships. Notably: The creation of the Newburgh Community Land Bank, necessary parking tribunal legislation and the development of resident/constituent teams that are focused on redevelopment. As a direct continuation of these efforts the City's Community Development Office will be piloting "Neighborhood Alert Centers/Teams" modeled after the success that Little Rock, Arkansas has had in

improving city/resident engagement during the summer of 2013. These teams will be focused on engaging residents with City staff specifically with Codes Enforcement, Police and Fire departments.

Objective 3: Fire Prevention Task Force: This objective will be addressed in two forms. First, a Fire Prevention Task force will be created. This task force will consist of: City Fire Chief, City Manager, City Mayor, Fire Educator Chairperson of the Newburgh Enlarged City School District, Chairman of the Interfaith Council, CEO of St. Luke's Cornwall Hospital, President of Mount Saint Mary's College, President of SUNY Orange, Chairperson of Waterfront Committee and at least five residents. The concept behind this is to provide guidance to the Fire Educator in developing programs, working on refined outcome statements and most importantly extending the impact of the one FTE educator. The hypothesis is that by the formation of an active, working task force the impact of the educator will be extended two to three times, therefore helping to foster an environment of change.

Task Force:

- Outcome:
    - The task force will meet monthly and have a complete understanding of the program that members are able to communicate to their associated constituency.
    - Measurement: Monthly meetings (minutes), pre and post survey for understanding.
    - Impact: The monthly meetings and gain in knowledge will be communicated to the associated constituency which by design is varied and will therefore influence and back up the educator's efforts.
- Outcome:
    - The task force will help the educator and coordinator gain entry into various constituencies, faith based, educational, medical institutions and social groups.
    - Measurement: Each member of the task force will have facilitated at least four educational activities for the educator to attend.
    - Impact: First person entre into the diverse constituencies will enable the educator to be more effective and gain entry when entry could have been denied without such assistance.

Educator Specific:

- Outcome:
    - The educator will facilitate and/or attend four to six diverse activities aimed at high-risk populations per week. High-risk defined as 65 and over, youth and underserved.

- Measurement: Calendar of educator, reported monthly to Program Director, Michael Vatter, Esq., City of Newburgh Fire Chief and Task Force Chairman.
- Impact: 200 Events per year, 600 Events over three years, reaching 80% of the documented and undocumented residents of the City of Newburgh. In order to be effective the educator must be in the community working with the community to improve fire safety.

- Outcome:
  - Participants in the four to six events per week will have a measurable gain in knowledge in regards to fire education, and help contribute to the creation of a fire safe community.
  - Measurement: Pre-and post-test surveys to all participants available in both English and Spanish and tailored to audiences, i.e.: K-12th grade, new home owner, 65+, with cultural inflection as necessary.
  - Impact: In order for the goals of the program to be met, the assumptions must be validated. If the perceived assumptions are not evident in the pre-post test comparative analysis then the program will be modified in order to ensure that the stated goals are met. The program will be modified if necessary or further avenues developed.
- Outcome:
  - The community will have an increased trust of the Fire Department and increased awareness of safety.
  - Measurement: Pre program survey sent out to all City of Newburgh residents, and all constituents (defined as those who can readily be reached who work, volunteer or worship) within the City of Newburgh. Yearly follow up survey's sent to those who fill out the first pre-survey and to those who have not. We anticipate a 15% response rate on the pre-program survey and a 10% response on follow up surveys.
  - Impact: The ability to show that the community as a whole has an increased understanding will therefore lead to a safer community with preventable fire conditions.
- Outcome:
  - Reduction in preventable fires over grant period.
  - Measurement: Baseline all categorized fires from 2012, outliers removed. Comparative analysis standardizing for population growth/decline and economic factors.

Impact: The end result of the program, a perceived safer community and an actual safer community.

RESOLUTION NO.: 24 - 2013

OF

JANUARY 28, 2013

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED JANUARY 28, 2013, AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $3,009,677.60, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $3,009,677.60 BONDS OF SAID CITY TO FINANCE SAID APPROPRIATION.

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to construct, acquire or undertake the various projects as described in column A of Schedule I attached hereto and hereby made a part hereof, at the estimated maximum costs indicated in column B of such Schedule I. The total estimated cost of such projects, including preliminary costs and costs incidental thereto and to the financing thereof, is $3,009,677.60 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed $3,009,677.60 bonds of

the City to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed $3,009,677.60 are hereby authorized to be issued in the principal amounts indicated in column C of Schedule I for each of the respective objects or purposes indicated in column A of such Schedule I, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes and classes of objects or purposes for which said bonds are authorized are to be issued, within the limitations of §11.00 a. of the Law as referenced in column E of the attached Schedule I, are set forth in column D of the attached Schedule I.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in

conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and

issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Comptroller/Director of Finance, the chief fiscal officer of the City.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

"The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged."

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in full, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in *"The Sentinel," "The Mid Hudson Times,"* and *"The Hudson Valley Press,"* three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

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

Ayes – Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Valentine – 5

ADOPTED

Schedule I

2013 Capital Improvement Plan

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Period of Probable Usefulness	PPU Section 11.00 a. Reference	Specific or Class of Objects and Purposes
Acquisition and installation of a new electric generator for 83 Broadway building	$ 50,000.00	$ 50,000.00	30	5	S
Acquisition of equipment, computer software and hardware for the IT, Fire, and Police departments	$ 909,177.60	$ 909,177.60	5	89	Comb
Partial reconstruction of various City buildings	$ 340,000.00	$ 340,000.00	15	12(a)(2)	C
Acquisition and installation of replacement parking meters	$ 120,000.00	$ 120,000.00	5	32	C
Paving of Dubois Street from Third Street to Broadway	$ 350,000.00	$ 350,000.00	15	20(c)	S
Acquisition of new pumper truck for Fire department	$ 400,000.00	$ 400,000.00	20	27	S
Acquisition of new vehicles for Fire, Police and DPW departments	$ 384,000.00	$ 384,000.00	3	77	C
Acquisition of new sanitation truck	$ 220,000.00	$ 220,000.00	15	28	C
Wastewater treatment plant improvements	$ 236,500.00	$ 236,500.00	30	4	C
Totals:	$ 3,009,677.60	$ 3,009,677.60			

RESOLUTION NO.: 25- 2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY KNOWN AS 12 LUTHERAN STREET (SECTION 29, BLOCK 8, LOT 10) TO HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC. AT PRIVATE SALE

WHEREAS, by Resolution No.: 177-2012 of October 9, 2012 the City Council of the City of Newburgh, New York authorized the execution of a License Agreement with Habitat for Humanity of Greater Newburgh, Inc. to allow them access to 12 Lutheran Street more accurately described as Section 29, Block 8, Lot 10 on the official tax map of the City of Newburgh, for the purposes of continuing for performing certain predevelopment activities to determine whether to purchase 12 Lutheran Street; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. (hereinafter referred to as "Habitat") is a well recognized nonprofit organization whose goal is to strengthen communities by helping to build houses with families in need; and

WHEREAS, the mission of Habitat is to eliminate poverty housing and make simple, decent houses available through volunteer labor and tax-deductible donations of money and materials; and

WHEREAS, Habitat has submitted a proposal specifically requesting that 12 Lutheran Street (Section 29, Block 8, Lot 10) in the City of Newburgh undergo revitalization and rehabilitation; and

WHEREAS, Habitat seeks no federal, state or City funding for the restoration of such premises and, therefore, requests that the City sell such property for a nominal consideration; and

WHEREAS, the City Council has determined that it would be in the best interest of the City of Newburgh, its residents and future development to sell said property subject to the following conditions:

1. That Habitat homes are sold as single family homes, at no profit, constructed in part with sweat equity from the prospective homeowners and financed with affordable no interest mortgages.

2. That Habitat will rehabilitate, and obtain a Certificate of Occupancy for 12 Lutheran Street from the City Building Department within eighteen (18) months from the date of taking title.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized and directed to execute and deliver a quitclaim deed to sell the property described above, to Habitat for Humanity of Greater Newburgh, Inc., for the nominal price of One ($1.00) Dollar, and in consideration of the above listed conditions of sale.

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

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

ADOPTED

RESOLUTION NO.: 26 - 2013
OF
JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC. TO PERMIT ACCESS TO CITY OWNED PROPERTY LOCATED AT 11 LUTHERAN STREET (SECTION 29, BLOCK 9, LOT 8) FOR THE PURPOSES OF PERFORMING CERTAIN PREDEVELOPMENT ACTIVITIES

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. desires to purchase City owned property known as 11 Lutheran Street, more accurately described as Section 29, Block 9, Lot 8 on the official tax map of the City of Newburgh; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has requested that the City of Newburgh allow them access to 11 Lutheran Street prior to finalizing the purchase for the purposes of and to perform certain pre-development activities; and

WHEREAS, such access to the properties requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Habitat for Humanity of Greater Newburgh, Inc., and their contracted agents to allow access to 11 Lutheran Street, Section 29, Block 9, Lot 8, for the purposes of and to perform environmental testing.

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

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

ADOPTED

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and thirteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a private business organization having an address of, 125 Washington Street, Newburgh, New York 12550, and their consultants and contractors as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, known as 11 Lutheran Street, and more accurately described on the official tax map of the City of Newburgh, New York as Section 29, Block 9, Lot 8.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 11 Lutheran Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain tasks on said property owned by Licensor, including but not limited to excavating, filling, boring, testing, sampling, restoration and any and all other work appurtenant thereto.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

Fourth: Licensee will perform the subject work in connection with a site assessment and evaluation of a vacant residential property, including walk-through inspection, review of City of Newburgh and other records, review of governmental environmental records and data, and other measures relating to underground tanks, potential contamination issues, demolition of structures and related tasks. In the contract by which Licensee retains consultants and contractors, they shall name City as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Sixth: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said work shall be performed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
Richard F. Herbek, City Manager

HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.

LICENSEE

By: _____
Cathy Collins, Executive Director

RESOLUTION NO.: 27 - 2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MESH REALTY GROUP, INC. FOR RESIDENTIAL PROPERTY MANAGEMENT SERVICES

WHEREAS, on December 12, 2012 the City of Newburgh issued a Request for Proposals for Residential Property Management Services; and

WHEREAS, a total of four (4) proposals were duly received and opened on January 9, 2013; and

WHEREAS, the proposals have been reviewed by the necessary and appropriate staff; and

WHEREAS, upon such review of the submitted proposals it has been determined that Mesh Realty Group, Inc. provided a proposal that was consistent with the needs of the City, has a firm understanding of the local rental market and have proven successes, and proposed the most economical fee system; and

WHEREAS, this Council has reviewed the attached proposal and has determined that entering into a contract for residential property managements services with MESH Realty Group, Inc. 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 enter into an agreement with MESH Realty Group, Inc., upon terms and conditions to be approved by the Corporation Counsel, for residential property management services.

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

Ayes – Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Valentine – 5

ADOPTED

RESOLUTION NO.: 28 - 2013

OF

JANUARY 28, 2013

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY KNOWN AS 72 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 61) AT PRIVATE SALE TO KEITH GIFFT AND HEATHER GIFFT

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

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

WHEREAS, Keith Gifft and Heather Gifft, the former owners of 72 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 61 on the official tax map of the City of Newburgh, have requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 72 Hasbrouck Street, Section 38, Block 3, Lot 61, to Keith Gifft and Heather Gifft be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the purchase price of $20,262.53, which represents all past due tax liens, together with all interest and penalties accruing thereon, including attorneys fees, in full; and that said purchase price must be paid no later than February 28, 2015, and in accordance with said terms and conditions; and

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

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

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

ADOPTED

Terms and Conditions of Sale

1. City of Newburgh acquired title to the property known as 72 Hasbrouck Street, more accurately described as Section 38, Block 3, Lot 61 on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcel') in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.

2. The parcel, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title.

3. The purchase price of the property is equal to the total of the delinquent taxes owing on the property in the amount of $20,262.53. The purchaser shall pay to the City the purchase price as follows:

   A down payment in the amount of $4,348.42 shall be due on or before February 28, 2013. The amount of said down payment consists of $2,322.17, which consists of the taxes for the 2012-2013 school district tax year and first installment of the 2013 City/County tax year and $2,026.25, which consists of ten (10%) percent of the delinquent taxes owed. The down payment shall be payable by certified check, bank check, money order or cash.

   The balance of the purchase price, after the down payment, plus interest at the rate of 25% per annum shall be due and payable in eight (8) installments as follows:

   $2,965.82 due May 28, 2013
   $2,965.82 due August 28, 2013
   $2,965.82 due November 28, 2013
   $2,965.82 due February 28, 2014
   $2,965.82 due May 28, 2014
   $2,965.82 due August 28, 2014
   $2,965.82 due November 28, 2014
   $2,965.82 due February 28, 2015

4. The purchaser shall be responsible for the payment of each remaining installment for the 2013 City/County tax year as follows:

   $571.69 shall be due on or before April 8, 2013
   $571.69 shall be due on or before June 6, 2013
   $571.69 shall be due on or before August 7, 2013.

5. Any and all future property taxes levied by the City of Newburgh and the Newburgh Enlarged City School District, including but not limited to the 2013-2014 school tax bill and the 2014 City/County tax bill, shall be paid by the purchaser to the City of Newburgh as the installments come due during the applicable tax year.

6. The purchaser shall continue to be responsible for all water, sewer and sanitation charges.

7. All payments due hereunder shall be payable to the City of Newburgh **by bank check, certified check or money order**.

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

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

10. All informational tools, such as slides, tax maps, deeds, photos, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.

11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for

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

12. All recording costs and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" **by bank check, certified check or money order.**

13. The entire purchase price and all closing costs/fees must be paid by cash or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 30, 2015. **The City is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the deposit shall be forfeited.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefore, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should the purchaser fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the purchaser. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

14. The purchaser warrants that he is in possession of the parcel and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcel. Purchaser may continue to permit his tenant to remain in occupancy and may collect rent from said tenant and remit such rent to the City of Newburgh. Said rent shall be applied to purchaser's payments as set forth in paragraphs 3, 4, 5 and 6 above.

15. If the purchaser fails to close title by the close of business on March 30, 2015, then, the City may, but is not obligated to offer the parcel to another purchaser.

16. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees that she shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, she shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during her possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.

17. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.

18. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price and closing fees/costs. Purchaser and tenant remain in possession of property the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

19. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

20. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

21. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he is the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he nor his assigns shall convey the property until after the date of the deed conveying title to the purchaser. If such conveyance in violation of these terms and conditions, the purchaser understands that he may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

_____

_____

KEITH GIFFT HEATHER GIFFT

Date:_____

Date:_____

RESOLUTION NO.: 29 - 2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET FOR A TERM OF ONE HUNDRED EIGHTY DAYS

WHEREAS, the City of Newburgh has offered the City owned premises at 123 Grand Street for rental; and

WHEREAS, the Federal Emergency Management Agency has expressed an interest in using a portion of said premises to establish a Disaster Recovery Center/Public Assistance office to receive members of the public for the purpose of providing information regarding the status of applications and other general information on FEMA disaster assistance; and

WHEREAS, the term of the license shall be one hundred eighty days which may extended by mutual consent of the parties as set forth in the license agreement, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license agreement and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached license agreement with the Federal Emergency Management Agency for the use of a portion of the second floor of 123 Grand Street in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

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

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

ADOPTED

LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security, and ~~Town~~ CITY of Newburgh New York (Licensor.)

2. **Authority.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.

3. **Purpose.** FEMA desires to use, and the Licensor agrees to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

(description of property e.g. "Two story building with adjacent parking lot" and address. Include any areas excepted from use or for shared use)

4. **Scope.** The Licensor will authorize FEMA the use of the premises identified above for the following purposes:

(e.g. FEMA will use the Premises primarily as a Disaster Recovery Center/Public Assistance office where FEMA will receive members of the public for the purpose of providing information such as the status of applications, and general information on FEMA disaster assistance. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs.)

5. **Duration.** This Agreement shall become effective upon execution, and expire no later than _____, unless terminated prior to that date with 10 calendar days notice from either party. The Agreement may be extended by mutual consent of the parties.

6. **Duties and Responsibilities.**

a. Licensor shall:

1) At no cost to FEMA, maintain the premises in good repair and condition, and supply utilities including heat, air conditioning, light, ventilation, sanitation, trash removal, and cleaning services during the period of this Agreement unless FEMA enters into separate agreements to provide for utility, sanitation and cleanings services;

2) Provide FEMA with any keys or other instruments necessary to access the Premises, as needed by FEMA, and coordinate with FEMA to assist with limiting the access of third parties;

3) Maintain at Licensor's own expense existing electrical service, and all other utilities including water and sewer for the duration of this Agreement, unless separately metered and contracted for by FEMA under separate agreements;

4) Permit FEMA to install, if necessary, electrical and telecommunications upgrades with the approval of the Licensor, which will become the property of the Licensor upon termination of the lease and not be removed by FEMA;

5) Permit FEMA to provide, as necessary, office furniture and equipment for its use. This property and other removable property provided by FEMA necessary to carry out the intended use of the Premises will remain FEMA property in the exclusive control and authority of FEMA in accordance with FEMA 119-7-1, and will be removed by FEMA upon termination of this Agreement; and

6) Permit FEMA to make other minor alterations to the Premises such as the installation of signage, which will be removed upon termination of the Agreement.

7) Maintain insurance for liability, and for loss of or damage to the property, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA shall:

1) Maintain the Premises in clean and orderly condition;

2) Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6a(4) above, and including the removal of any items installed in accordance with 6a(5) and (6) above;

3) Provide for any required security or cleaning services under separate contract at FEMA expense; and

4) Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

7. **Non-Fund Obligating Agreement.** Nothing in the Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

8. **Liability.** Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all

claims or suits arising under this agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

9. **Compliance with Applicable Law**: The Licensor shall comply with all Federal, State and local laws applicable to the Licensor as owner, or Licensor, or both of the Premises, including, without limitation, laws applicable to construction, ownership, alteration or operation of both or either thereof, and will obtain and maintain all required and permits, licenses and similar items, at no cost to FEMA. United States law will be applied to resolve any dispute or claim.

10. **Proper Use of Premises**. Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent environmental conditions which could be affected by FEMA's intended use of the Premises. Any known environmental conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

11. **Integrated Agreement**: This Agreement contains the entire agreement of the parties. No agreement outside of this document can alter these provisions. Any changes to this Agreement must be made in writing with the mutual consent of the parties.

12. **Points of Contact.**

a. The FEMA Point of Contact is:
(Name) Paul Swindells
(Title) DR-4084-NY Branch III Facilities Manager
(address) 2900 Westchester Ave, Purchase, N.Y. 10577
(phone and email) BB 337-207-3515 paul.swindells@fema.dhs.gov

b. The Licensor's Point of Contact is:
c. (Name) Michael J Vatter
d. (Title) ~~Town~~ of Newburgh Fire Chief
e. (address) 123 Grand St Newburgh, N.Y. 12550
f. (phone and email) 845-569-7412 firechief@cityofnewburgh.ny.gov

13. **Other Provisions.** Nothing in this agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this agreement is inconsistent with any

such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

14. **Effective Date.** The terms of this agreement will become effective on the date of signature of the authority representatives of all parties.

15. **Modification.** This agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:

Paul Swindells
Site Inspector
POC

Date: _____

Date 1/25/2013

OLD BUSINESS

There was no old business.

NEW BUSINESS

Councilman Dillard said that the Mayor received a memo from Todd Diorio that was copied to the Council Members and he understands that Councilwoman Lee spoke with Todd.

Councilwoman Lee said that she did speak with Todd because she was upset by his letter. She had sent three e-mails and placed three telephone calls which she did not receive a response to. At one point he sent here an e-mail which said to please see attached but there was no attachment. She did speak with him regarding his letter and reminded him of all of her attempts to reach him. If you remember, she actually talked with Todd about the program that she wrote called *"Training Without Walls"* in which community residents would receive a stipend. She told him that she is past the fact that he sent that letter making it look like no one reached out to him when she had. She feels like they should move on and try to work with him around developing some of his projects in the City of Newburgh.

Councilman Dillard said that his concern is that they have been talking to the Unions for three to five years and nothing has happened to benefit the Unions or the residents of the City of Newburgh. Now there are opportunities with several years' worth of work to the Newburgh-Beacon Bridge and the Tappan Zee Bridge and we have no one prepared to compete for those jobs. This would be the ideal situation for us here in the City of Newburgh so we need to see if we have Community Development funds that should be going towards getting the necessary tools to get people trained through the Unions. We need to figure out a way because we have given a lot of money away in the past four to five years and it has not amounted to anything in terms of longevity and career building. We need to be focused on getting people in the City of Newburgh trained to compete for these jobs and move forward so we need to work with the Unions to do that.

Councilwoman Lee added that she thinks her idea was to provide not more in-house training but hands-on training and she believes that's what

Todd's project is talking about. She also suggested that they put together a committee to oversee his internship program or at least discuss it to know more about it. She also told him that she would present the *"Training Without Walls"*.

City Manager, Richard Herbek, said that he would like to get together with Todd and have further discussion about this. It is his understanding that this letter dates back years so some of this is not new. He would like to have an opportunity to meet with him one on one and discuss his ideas. He noted that we have had an outstanding working relationship with Todd. They have helped us with work at the Activity Center by putting in new sidewalks and he has offered us the opportunity to take advantage of training programs with our Public Works employees going to the Union Hall. He just needs to find out a little bit more about some of his ideas so that we can pursue them.

Mayor Kennedy said this somehow missed her desk but one of the things that she is most interested in is that much of our training that has been done over the last several years is for jobs that don't exist. We need to identify with these bigger construction jobs and who has the skills or needs to be trained in that direction as well as what other skills are needed to make it a total package for a potential employee. She said that she is definitely interested in this as well. Under other new business she suggested that we have some kind of a special session involving city departments like DPW and Codes and private partnerships such as Taylor Bio Mass, Lamela and GNP as well as private citizens who are all interested in cleaning the City. We need to break out of our current mode of thinking and really get down to a strategic plan to clean the City and keep it clean. What are we going to do with bulk items on a regular basis, how are we going to pay for it and what do we need to do? This should be an open brainstorming session which she thinks would go a long way to moving us in the right direction as a City. She wants this to be a long term strategic plan.

Councilwoman Lee asked if she could have a look at the projects or agreements that we have with Jim Taylor because she wouldn't want to ask him again to come to the table only to be asked to wait another few years. Do we have any agreements or contracts that he has proposed?

City Manager, Richard Herbek, said that the one thing that Jim Taylor has been very helpful with is the annual cleanup day and this year that is scheduled for April 27th with the first organizational meeting coming up on February 5th. Jim has been very helpful in providing the containers and he has hauled away a lot of the debris at no cost to the City of Newburgh.

Councilman Dillard said that we can give accolades to these guys while we are sending money outside the City to people who don't spend a dime here. We must learn how to work with our own before we continue to spend our money outside the City.

City Manager, Richard Herbek, asked how are we spending money outside the City?

Councilman Dillard said that every contractor we have goes out to bid and that money never comes back to the City. We have to legally work around that.

Councilwoman Lee said that Councilman Dillard is right and the letter that Todd Diorio wrote was actually on the heels of the ten million dollars that went to Mountco for Burton Towers. Mountco, at least according to what she is told, doesn't have a history of hiring within the City of Newburgh and she thinks that's what the Unions were upset about and that's what sparked the letter. When she talked to Todd he raised that as an issue so it wasn't something that we did but the fact that this has been an ongoing problem.

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

PUBLIC COMMENTS REGARDING GENERAL MATTERS

Janet Gianopolous, City of Newburgh, said in regard to the contract with the City Manager that looking at best practices and what other municipalities do they will find that some of them put the contract with the City Manager on the Website. She thinks that we should do that because the subject of the City Manager has been a topic of concern and contention, and she would even say, time wasting in the past. For the sake of transparency and accountability she thinks that the contract with the City Manager should be on the Newburgh Website. In regard to In-Rem properties, she would like to know how many are on the list this year. In regard to best practices regarding municipalities for one example Yonkers saved money by sharing services with Westchester County so she thinks we should look more into ways that we can share services with the County instead of taking it all upon ourselves. She reiterated the words of transparency and accountability because we need that. There are many people who are trying to keep their neighborhoods, blocks and individual properties clean and in compliance with law and perhaps there are many who are not so let's focus on getting everybody in line. It is an issue of safety and livelihood for everyone in the City of Newburgh.

Omari Shakur, New Voters Movement, said that kids asked him what they were going to do as a result of the Press Conference held today for Curly Baynes who was shot in the back by the State Police which was deemed a justifiable homicide. He reminded everyone that on August 27th they had a Rally here in the City of Newburgh and as a result some people from Jersey liked it so much that they did one in October. They have reached a goal of almost twenty-five hundred people and thirty-six organizations have signed up so as a result of this Press Conference today they are going to be coming to Newburgh for a March. He doesn't have the date yet but they have the route already planned. Before they do this they will be circulating a Petition to the United States Federal Government Southern District asking them to come investigate all of these deaths. They will give this Petition some time to circulate and if they don't get a response by the time the weather turns nice and they get enough people signed up then they will be announcing the date that they will be marching.

Usef Belford, 9 Johnson Street, asked the Council if anyone ever thought about looking into the Board of Education for training. When he was young they used to have Shop Classes so maybe they could look into that and find out what kind of training the youths are getting so that they could be ready for jobs in the summer time. With all of this talk about renovating these buildings he asked how many of these jobs are going to come to the people who live here in the City of Newburgh. We talk about crime here but one of

the problems about crime is that there are no jobs and nothing for the youths to do. A lot of them have the skills but they can't put them into action. If we don't do something now we will be lost.

Jonathan Massey, City of Newburgh, said that there is a slumlord who he rented from at one time and he asked him if he was running a slave ship because after paying rent he was told by this landlord that he couldn't have company overnight and he would enter his apartment when he wasn't there which violated his privacy. He has since left that apartment but this landlord has to be stopped and he is number one on the violations list but nothing is being done about him. He is buying up property all over the City and he is mistreating his tenants. He also had a run in with the Town of Newburgh Police Department where he was called racial names. He reported this Officer to his Captain and doesn't know if anything came of it but something has to be done. He added that Newburgh is a beautiful City and he thinks they should work on beautifying the area with its historical buildings and architecture. Why build a new house when you can build on what's already there? It would be more affordable and we could keep the money within the City. It would bring more people here to rent with more revenue for the City. He said that he agreed with Councilwoman Lee about a stipend and suggested creating an inner city tax where we could pay the workers a stipend or full pay.

Virginia Diorio, City of Newburgh, said that her soon to be son-in-law is a real estate developer and he has looked into properties here in the City of Newburgh but the problem is that there are no jobs. If there are no jobs then there is no one to rent or sell to. There is just too much unemployment and poverty here but she has a love for Newburgh and she wishes that good people would come here to develop. In regard to the Syringe Exchange Program, she heard some people say if we are going to give out clean needles then why not give out cocaine straws, pipes, rolling paper, etc. She wants to address that specifically because those items do not transmit communicable diseases. They are not talking about drug paraphernalia but if they want to address that problem here in the City of Newburgh then they can do that by joining Team Newburgh which has a Drug Paraphernalia Program. She added that Orange County as a whole and Newburgh specifically has a very high HIV/AIDS and Hepatitis C population that needs to be addressed. There are two things that have really made a difference in limiting the number of people that have HIV one is stopping mother to newborn transmission and the other is needle exchange programs. She feels that if we have that here then we know that we will be making a dent in the communicable disease area.

Conrad Ridgill, 188 Liberty Street, Apt. 1 on the second floor, said that he will be filing a complaint against the Sanitation Department and the Police Department here in the City of Newburgh. On the morning of January 11th he

was accosted by one of the sanitation workers telling him that he didn't mind him going through the recyclables as long as he didn't make a mess with the garbage. He told the Council that he doesn't go through the garbage and if he did he would clean up after himself. He then went down Washington Street and when he got to the Restore they had a bag of recyclables out so he started to look through it when this worker came up on him like he was the Police saying, *"I told you once already do not go through the garbage"*. Some words were exchanged and the Police were called. He explained the situation to the two Police Officers and they suggested that he go home but because he wasn't moving fast enough one of the Officers said, *"I said keep it moving"*. When he went to the Police Department to get the names of the two Police Officers involved and when he explained the situation to the Officer behind the counter he was told that it was not reason enough for a complaint. He said that he told the Officer that he did not have the authority to make that delegation. The Sergeant then came out and said that if he wanted a complaint form he would give it to him. He said that he is out there trying to supplement his income and this is what he has to put up with and he shouldn't have to.

Margaret, City of Newburgh, said that she is one in a million women who have fled abuse with their child and she is one in a million whose rights to safety as well as confidentiality has been violated not just by the domestic violence agencies and law guardians but also the CPS workers. A year to the date that her abuser violated the Order of Protection on October 25, 2012 a Judge in Goshen Family Court gave her batterer her address. All too often the assumption is made that women keeping their children from their fathers are simply making false allegations of domestic violence. With this women are not only being ignored by the Court Systems but are also losing custody to their batterers contrary to people believing that women often gain custody. Because of the effects of trauma, victims and survivors like her often appear hostile, combative and agitated simply because they are constantly being harassed and ignored. She is asking President Barak Obama, Joe Biden and anyone who will listen to implement a Domestic Violence and Sexual Assault Victims Law to protect the custodial rights of women like herself who do not abuse or neglect their children. She is not saying that she didn't say anything offensive but she knows what she did say to that CPS worker and she knows what she is falsely being accused of. To try to rip her child or anyone's child away from them without a full understanding of domestic violence, sexual assault or any traumatic event is simply wrong and inhumane to the parent and child.

Councilman Dillard apologized to Margaret because he was supposed to meet with her last Tuesday but he has been sick and was unable to attend. He told her that he has her number and he will call her to find out more about

this. This was very concerning to him and it has been on his mind so he will definitely be in touch with her.

Debra Danzy, extended apologies to Mayor Kennedy, the City Council and the City Manager for her rudeness at the last City Council meeting. She said that she is here for the Syringe Exchange Program and read some quotes from current and past Presidents in favor of it. She said that she feels strongly about the Syringe Exchange Program which can help Newburgh as well as help her and others here get a job. She said that they are going to come back with a better presentation if the Mayor and City Council allow them to come back.

Mayor Kennedy said that she wasn't clear last time she was here whether she supported this or not.

Debra said that she supports it so if they want to meet with her and the Syringe Exchange Program Coalition they are willing to sit down and talk.

Stephen Auffredou, City of Newburgh, said that he is a member of the Coalition for Harm Reduction Needle Exchange Program and as a resident of the City of Newburgh he believes the City Council does have Newburgh's best interest at heart. He stated that this Harm Exchange Program is in the best interest for the people of Newburgh. It doesn't matter if you are Hispanic, black or white because it is the human race that he is concerned about. Drugs are rampant in Newburgh. He grew up always helping people and volunteering so let's not look down on anyone here in the City of Newburgh. The statistics are undeniable so we have a problem that needs to be addressed. He is someone who is all too familiar with people who are HIV positive and who have Hepatitis C so he will do anything he can do to prevent the spread of these illnesses. He has seen too much drug use in the City and doesn't wish anyone to have to spend the rest of their lives fighting these two diseases. The Harm Reduction Needle Exchange Program can at least attempt to help these individuals to protect them from illnesses and perhaps get them into some type of treatment. He personally thanked the Mayor and Councilwoman Lee for taking time out their schedules to talk to him.

Sheila Monk, City of Newburgh, said in regard to the Needle Exchange Program that we are trying to clean our City up. As a young child she grew up around that kind of environment and she knows that they say this program will benefit the City of Newburgh but we can't say that we are going to clean up the City on one hand and then we are going to participate in this program on the other. She said that if this program does come to the City of Newburgh whatever street that truck will be on she will block because she will not have that program here. They want jobs but this is more than just getting paid and

we are trying to clean this City up. We have the Land Bank, a Charter School, O.C.C.C and Mt. St. Mary's here so enough is enough. She said that they do not want this program in the City of Newburgh. If she has to call the Senator, Congressman or do whatever they have to do they will go against this with petitions because it's not for us. They always want to come to The City of Newburgh but she doesn't want it here.

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

COUNCIL COMMENTS

Councilwoman Angelo wanted to tell everyone about a sad incident. On Saturday night after Mass she went to have pizza at Stella's and a girl came in who could hardly stand up and she looked terrible. She said that she spent $60.00 on Heroin that day and needed another fix but she asked for a slice of pizza. Councilwoman Angelo gave her something to eat and asked her what she could do to help. The girl then left and went to the Hotel across the street. What can we do to help some of these people? She said that she couldn't sleep that night after she saw her and it made an impact on her. She noted that on Thursday night they will be having their Citizens Advisory Meeting with a guest speaker from NCAC on how to lower your energy bills if you qualify. This is a very important project and she will be there. She is also starting to send out invitations for the Memorial Day Parade. They already have some bands lined up so they are working on it. She said that she received a call from a Paul Cunningham who told her that there will be kayaks and canoes coming down the Hudson sometime in August and maybe they can do something on the river like a Native American Powwow or something like that. She thinks it would also be nice to have them at the International Festival. She noted that someone stole the garbage receptacle out in front of City Hall. They took the can and left the insert on the inside. She added that this was a good meeting and it was very informative.

Councilman Brown said that we talked earlier about housing and jobs here in the City of Newburgh which have been a big thing on the agenda all last year. We have also talked about keeping the money here in the City of Newburgh and he has talked about that every chance he gets. We always talk about training but that is only part of the barrier to entry to employment. There are other barriers that come with employment and you can have all the training and certification that you can gather but if you don't have that on the job training or years of experience you may not be considered for that position. The City needs to create something that gives the residents an upper hand to get rid of that barrier of employment and part of that is starting some form of on the job training program like Vera Best at Best Resources and Local 17 has trained so many people to do asbestos and lead abatement, etc. We can create something so that when they move out of that training class they move into an actual work experience being paid for their services. We can do that with City residents because we have enough abandoned buildings in this City and we can work on rehabbing those with City people and then in turn sell those buildings to low affordable housing. There are many people who qualify for that. Just ask Habitat for Humanity because they have a list of people who qualify to purchase houses here in the City of Newburgh; City residents. He said that he is going to try to pilot a program this year to do just that. He has

started some leg work on this and he hopes to have something developed by spring of this year but he needs the support of the City residents, developers or anyone who thinks that they can help the City in terms of training, expertise, etc. The secret to rehabbing a lot of these buildings is to eliminate the costs so that we can sell the building for more than what was put into it. In regard to the Needle Exchange Program, he heard that at the first Work Session this was a heated topic and he knows that the City of Newburgh has one of the highest rates of HIV per capita in the State of New York. We are flooded with HIV/AIDS patients here in the City of Newburgh and part of that disease is transmitted through needle sharing. He had a few people talk with him about this program. Some are against it and some for it so he is trying to weigh his options but as of right now he supports needle exchange here in the City of Newburgh. We need to stop or curve the rate of HIV, Hepatitis and other diseases that are transmitted through needles here in the City of Newburgh. That is all that he is concerned about. He is not concerned about a van sitting on a corner. He would like to see if there is a van or car so that whenever the addict or whoever approaches it there will be some form of counseling and direction because that for him would be a plus. He thanked everyone for coming tonight and wished them a good night.

Councilman Dillard thanked everyone for coming out in the inclement weather. A lot of information was shared and learned tonight. He noted that he will not be supporting the Needle Exchange Program because he knows what it does to our young people. It appears as though the lines will be drawn and he will be on the nay side of the support for that.

Councilwoman Lee said that she is not a supporter of harm reduction at all. Holding back a little bit doesn't move her because she prefers abstinence. She will not support the Needle Exchange Program but she thinks everyone knows that. She pointed out that Hepatitis isn't necessarily transferred through hypodermic needles and for the record there is Hepatitis A through F. There is very little education as there are many other forms of Hepatitis you can get and they have nothing to do with Heroin use. If you are giving out hypodermic needles then people have to get their drugs some kind of way. So unless you are giving them needles and drugs the problem isn't going to go away. This has to stop. We have been at this for nine months now. The Council has been asked and she said *"no"* so how they got here to the table to present it she doesn't know because she thought that everyone else said *"no"* too. She took the liberty of talking to some of other municipalities that were brought up during the last presentation and Middletown said, *"Absolutely not. They won't bring it here"*. In fact they said the same thing she is saying that they will support it anywhere but here. We do have a lot of problems here in the City of Newburgh but we have 280 Broadway as the hub of Social Services so if we are still having these problems then something else has to give.

Bringing hypodermic needles here isn't necessarily the answer and she would appreciate it if the people who have called her to say they don't agree with it would come here and say it at the microphone. She doesn't even know if it is legal to walk around with hypodermic needles. She does understand that it does work somewhat in municipalities with more than thirty thousand people but she just doesn't think it is a good idea for here. She has never supported harm reduction because it's not just needle exchange. *It's don't do so much just do some. If they don't spend all of their rent money getting high then that's good.* There is a very long description of how harm reduction is used and she just doesn't see it with needle exchange. She doesn't see Heroin as an option for anything and anyone who uses or abuses it should be followed by a Doctor and put in a Methadone Program or go straight into detox. If anyone wants to see what withdrawal from Heroin looks like or the problems with it they should watch the movie "Ray". If you want to see what lifetime Heroin abuse looks like go to the Methadone Program here and take a look at those people and then ask yourself why am I supporting and condoning this. If we are going to give them needles to use illegal drugs then we don't really need a Methadone Program. The problem is that you are giving out needles in an effort to stop the spread of AIDS but you are really not stopping it because some people who are infected are still using and the Heroin is eating up the medication or if they are taking the Methadone then that is eating up the medication so when does it stop. The areas that are targeted are low income, black and Latino neighborhoods. Nobody would dream of bringing this to Chester. She told them to go have a chat with the Council in Warwick and see what kind of reaction they get. This needs to stop. They are giving out needles but people will still have to get their Heroin from somewhere. Where will they get that from? Do they have a Doctor giving that out too? This really has to end and that is her position. We have to stop condoning it and stop acting like the problems can go away if we just put a Band-Aid on them. If our program is getting money to distribute hypodermic needles then that is not only going to provide a job for someone it is also going to kill families. This just needs to end and it needs to end somewhere. If you are on a job and your boss wants you to distribute hypodermic needles you have to ask yourself if you want to look at this every day. Do you want to watch those children whose parents are on Heroin? Do you want to get up in the morning and go to a store that is smack in the middle of a neighborhood that is flooded with children and they don't sell milk but they do sell beer and drug paraphernalia? At some point it has to stop and the people who don't stand up to make it stop are part of the problem. When you are a proponent of drug abuse, other people don't want to be around it and they will support you leaving. If she walked out her front door and saw hypodermic needles there, she would be very upset. If she saw crack vials or condoms she would be very upset that they are in front of her house. We have to stop acting like it's our job to be the social workers for the whole Country. As a social worker she promotes life, living and health not

drug abuse. She knows that a lot of things have been said about her and there has been a very big reaction to her position but she is going to have her position because the five people who want to bring hypodermic needles into the City of Newburgh don't compare to the twenty five hundred people who don't want it and are speaking out about it. Also for the record, when the Executive Director challenged her when he barked she barked back so if you don't want her to bark back then don't bark.

Mayor Kennedy said that a lot has gone on tonight and it is good to have the debates. It is good to have both sides of a discussion so that they can clarify and understand what issues are on the table. To the young lady that talked about domestic violence she said that domestic violence is insidious and it goes on in ways that is underground everywhere across the United States. Her personal belief is that all violence begins with domestic violence. We learn violence in our homes by what we see and grow up with as children and then we learn how to deal with conflict and disagreement through violent means; either physical or verbal and one often leads to the other. This is an area that they really need to work with but she noted that the only thing that the City Council could do would be to have a police officer arrest someone. Social Services are the ones who deal with the children and the laws that she was talking about earlier. The City Council does not enact those laws or carry them out. She added that there is no reason that the resolution passed regarding the City Manager can't be posted as it is a public document.

City Manager, Richard Herbek noted that it is there already in the minutes.

Mayor Kennedy agreed that it is in the minutes from January of last year. On the Needle Exchange Program there is a great deal of debate. She has been doing a lot of research about it and reading all sorts of documents. She hears on one hand that doing this is supporting drug use but her personal experience is that people who are using drugs are going to use them anyway. She has been reading that with the Needle Exchange Program as people come in they are advocated to get into drug rehabilitation centers, mental health and to get other medical services. The data is telling her that it is not to support more drug use. She is trying to understand how to keep people from getting HIV and any form of Hepatitis. In terms of what is right for Newburgh, she doesn't want to support anything that would encourage drug use but she does want to support something that would stop the spread of HIV. The spread of HIV is spread a great deal through sex so we have to teach our children and people to use protection all the time, every time. This would do more to stop the spread of HIV than probably any needle exchange program. She said that she hasn't made her decision as of yet. She is studying it and trying to understand it because she wants to do the right thing and she wants to protect

our people. Whatever way will help us accomplish that is something that she would be in favor of. At this time she is still in the research mode and trying to do the best thing for our City.

There being no further business to come before the Council the meeting adjourned at 9:15 p.m.

LORENE VITEK
CITY CLERK