



City of Newburgh Council Work Session
6:00 pm
March 22, 2012

AGENDA

1. Procedural Items Related to the City Council Meeting
 - a. Minutes of the work session of March 8, 2012
 - b. Minutes of the City Council meeting of March 12, 2012
 - c. Departmental Reports
 - d. Notice of Claim – Arthur Rummel, III v. City of Newburgh

2. Meeting with the City of Newburgh IDA:
 - a. Economic Development discussion with the IDA

3. Finance Department:
 - a. Cash Report
 - b. (Res. 42) Budget transfer to fund costs associated with flood damage in the Police Department.

4. Planning and Development/Real Estate:
 - a. (Res. 43) Agreement between the City of Newburgh and J. Dwight Hadley, CPA for professional consulting services in the area of governmental administrative and financial management relating to the City's Community Development Block Grant program in an amount not to exceed six-thousand nine hundred dollars.
 - b. 28 Courtney Avenue – Request of Habitat for Humanity of Greater Newburgh

5. Discussion Items:
 - a. Mid-Broadway site and other planning and development items
 - b. Operation of the Aquatic Center
 - c. Installment payment of eligible delinquent taxes
 - (Res. 45) Resolution scheduling a public hearing for April 9, 2012 to receive comment on two related local laws.
 - ✓ local law to amend Chapter 270 "Taxation" to allow installment payments of eligible delinquent taxes
 - ✓ local law to lower the interest rate from 25% to 20% on delinquent water, sewer and sanitation fees.

- d. Boards and Commissions – selection of members
 - CDBG Advisory
 - Waterfront Advisory (Res. 44) Reappoint Adam Pollick
 - Police Community Relations Advisory
 - Districting

6. Executive Session:

- a. Pending Litigation
- b. Matters pertaining to the appointment of a particular individual

A regular meeting of the City Council of the City of Newburgh was held on Monday, March 12, 2012 at 7:00 P.M. in the Council Chambers at City Hall, 3rd Floor, 83 Broadway, Newburgh, New York 12550.

The Prayer was led by Rabbi Larry Freedman followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee - 5

Councilwoman Lee moved and Councilwoman Angelo seconded that the minutes of the February 23, 2012 Work Session and the February 28, 2012 City Council meeting be approved.

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

CARRIED

PRESENTATION

John Nolan from Pace University Land Use Law Center gave a Land Bank Update. On July 29, 2011 the State of New York adopted an amendment to the Not-For Profit Corporation Law allowing Land Banks to be set up so that they are much more public in nature and they are responsible to have public meetings. They must give a report every year to the City Council and maintain every single property that they are acquiring and list all of the properties that they have disposed of. They think that this is good so they have come back to the City Council with the idea that they should reorganize this Organization under the Land Bank Legislation and there is a resolution before the Council tonight that will allow them to move forward and apply for Land Bank status under this new legislation. They have until March 30th to get an application into the State and it is his understanding that they are very anxious for Newburgh to come in. They are only going to award five cities to be the first Land Banks in the State of New York. This is a wonderful opportunity for Newburgh to let the rest of the State know that there is a unified vision and commitment to move forward and break the cycle that we have had here for so many years. They are hopeful that the City Council will adopt this resolution tonight and move this project forward so that it becomes a model for the State of New York.

COMMUNICATIONS

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

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

CARRIED

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Regina Lewis, City of Newburgh, said in response to Mr. Nolan's presentation that what he said sounds eloquent but we have heard it all before. The reason these buildings are empty and this community is in the state that it is in is because we have been run off of the property by our taxes. There are plenty of people in this community who are astute and intelligent and who have put forth resolutions and proposals all the time but were ignored. The funding that comes into this community that is supposed to go to people like her doesn't make it into their pockets. Her question to the City Council is that if people like this keep coming to our community and getting all of these properties to fix up making them indebted, where is their stake in the ground? Why can't people like her get these properties for \$1.00 and get the funding that comes in here to fix it up?

Pebbles, City of Newburgh, said in regard to resolution #34-2012 that her concern is that the community needs to understand what the Land Bank is. We need to understand what area the Land Bank covers and how the Newburgh Greater Partnership interacts with the Land Bank and we need to know why the area from Dubois Street to Grand Street is being called "College Heights". They would like the Community Advisory Committee to be on that application before it is submitted not after because that way they all get to put their input in on this area that will affect everyone.

Janet Gianopoulos, City of Newburgh, said that in regard to resolutions #34-2012 and #39-2012 she knows there are still some questions which she presumes the City Council will be able to explain with the decisions that they make tonight. Regarding harms and liabilities regarding the Land Bank she is wondering how it will benefit the taxpayers at large to establish this Land Bank. Obviously the home owning taxpayers are in a precarious situation right now so they would like to know what the benefits of this will do for them. There also seems to be a question about the northern boundary of the Land Bank because in some paperwork she sees South Street and on others she sees Gidney Avenue. She would like a confirmation of the area that they are talking about.

Jessie Blackman, 213 N. Miller Street, said that he also used to own properties at 212 and 214 Dubois Street but this Land Bank that you are voting for are the same people that swindled him out of his properties. A homeowner that comes from this neighborhood won't make it. There are no programs for someone doing the right things. These people that are here trying to get our money to do something different will only mess up our neighborhood and if we don't do something for ourselves and make sure that those that do have

something can make the payments and get rid of these high taxes then there is nothing else happening. If you want to give them money and jobs, then keep doing what you are doing but if you want to give us jobs so we can save our homes and do what we have to do to live, then do the right thing and find programs to help people.

Lillie Howard, Newburgh, said that she saw the plans for that area on the website and they are beautiful but it reminded her of Urban Renewal. She asked if they have checked for any programs like they used to have years ago such as the Urban Homesteading Program whereby people were given properties for a nominal fee that they could fix up and stay in the houses. Her concern is that yes Newburgh will look beautiful but who will be residing in Newburgh.

Mr. Harris, City of Newburgh, said that he is twenty-five years old and he has been here for one year and he believes that change comes when the community stands up for itself. If the community would pull together and be more positive, then that positivity will override the negativity. Everything going on in this Country has been going on for a reason and it is up to us as a whole to understand how to change. It is 2012 and it is time for change so if we can all pull together it will get better.

Nelson McAllister, City of Newburgh, read the attached letter. (copy attached)

Sheila Burnett, Newburgh, said that her daughter helped build a couple of the Habitat houses and they were all under the impression that they were for low income but then all of the city people moved in. They realize that land by water is very valuable and right now all of the blacks are on the valuable land. They are trying to make this pretty package to move everyone out and away from the valuable land. They will buy up this property and not one of us will be residing there. She added that they know what is behind everything that is being presented to them and they need to take their Land Bank and put it in another community because right now we aren't moving.

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

Resolution No. 34-2012 (March 12, 2012)

To Mayor Kennedy, Council Woman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee. City Manager Herbek

Good evening, I am speaking to you today about this resolution pertaining to the Newburgh Community Land Bank on behalf of the City of Newburgh to apply for Land Bank designation from the NYS Urban development Corp. under article 16 of the NYS Not-for-profit Corporation Law.

To my understanding the passing of this resolution will have a significant impact on this city. Many of the boarded up houses that are in the city that we as a poor city pay taxes on will be absorbed by the land bank therefore generating financial relief to the residents of Newburgh.

Then these houses and commercial properties can be redeveloped and put back on the tax rolls creating additional revenue for our city as well as much needed jobs.

I used the term poor city. Yes we are a poor city, as you look at the median income, dirty streets, potential job cuts, high unemployment, crime, homelessness and more I believe you would agree at this time we are poor.

But we are also poor in another way and it has come about because of our failure in the past to capitalize on opportunities for whatever reasons. I believe this is another opportunity before us and I say to you we cannot afford to let it slip away as we have so many others.

Please consider this and vote to approve this resolution.

Oh the other way we are poor is that we.

Passing

Over

Opportunities

Repeatedly

Respectfully,

Nelson McAllister, resident city of Newburgh

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Angelo said that she feels good about the fact that they have added to the resolution a community based citizens group. We have to make a decision as there is one more meeting before the 31st deadline and we might have to appoint a committee before that meeting. She is trying to decide if this should be tabled for tonight.

Councilman Dillard said that as Rev. McAllister has indicated this has to do with timing and he believes that Newburgh is on the threshold of coming back. He does not believe that something is being taken from us because those buildings have been there for years and no one has come forth saying that they would like to buy these buildings. We can't stay poor all of our lives so he is thinking seriously about this.

Councilwoman Lee agrees that this should have been on the resolution long before this but it is on now. Unrelated to the Land Bank there is some concern about the changing of the name of part of the City of Newburgh to College Hill. There is concern about the involvement of the Colleges and the Hospital and at the last Work Session she asked for stipulations on the land and she thinks that the resolution suggests that the property won't be transferred to not-for-profits. This is an application so the City Council still decides what gets transferred to the Land Bank. She is inclined to agree with Councilwoman Angelo but she knows that we have to make some decision on it tonight because it is only the application. In all honesty she said that if we decide to approve this and they cross us, they won't like the outcome. As a resident she has seen decisions made where we think that we are getting specific things only to find out that we are not. They have added to the resolution that we will have an Advisory Board and just prior to this meeting they agreed to appoint a Board as soon as possible so she is happy to report that they are working with them. She will see what happens with the vote tonight and they can always have a special meeting if need be. As far as she can see, what the community has asked for has been added to the resolution and approving this doesn't mean that the residents don't have a voice it only means that we are giving the Land Bank permission to file an application.

Mayor Kennedy said that when this Land Bank was first announced she got involved with it because she wanted to be right. She has attended the meetings for the Land Bank since the beginning because she wanted to completely understand what they are doing. Things have been the way they are because there hasn't been a structure to change it and the Land Bank is simply a structure. It is not going to take anything from anybody. They haven't taken any property so if anyone has lost property right now it was not

through a Land Bank. The Land Bank has not done anything with any property because it hasn't had that opportunity and we haven't granted anything. The only property that would go into the Land Bank is property that the City actually owns already. It would only be property that is in need of some kind of update or needs to be torn down. Right now we are living in a city with a lot of dangerous buildings that have been boarded up for years. That is something that not one of us likes to have because it creates dangerous situations for our children when they play in these buildings. It also creates rats, mice and cockroaches and all kinds of things that no one wants. There is an opportunity here and she knows that everyone fears what they don't know about but she has done serious work and diligence in trying to find out what this is about and make sure that she understands what she is voting for. She is not voting blindly and she has looked at what has happened in other communities. Having the Community Advisory Board with this adds more security and putting the current Land Bank under the new legislation actually gives the community more guarantee not less. It adds more oversight and more visibility and it puts more stringent requirements on the Board of Directors and insures that the community has more control not less which she thinks is what everyone wants. It also takes property out of the city and puts in into the Land Bank so that the city no longer pays school taxes which would lower our tax burden. It gives opportunity to create new construction jobs and she knows some sub contractors here right now that need jobs. She said that she is a strong advocate for Section 3 jobs and this is an opportunity for that to happen. The deadline for this is on the 31st and the Advisory Committee will be set up so voting for this tonight does not preclude or stop any input or any step along the way. It simply gets us in under the deadline for the State otherwise this community will lose the opportunity to open some doors for the residents so she wants everyone to understand why she will vote the way she votes tonight.

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

CITY MANAGER'S REPORT

Richard Herbek, City Manager, said that he wanted to bring the community and the Council up to date with two things that he accomplished today. He met with the Transportation Committee with regard to the creation of an Administrative Tribunal for the City for the adjudication of certain parking violations. This is something that has been approved in various cities in the State and we know that the City of Peekskill has one so we are looking for similar legislation. He noted that we have over fifty thousand outstanding summonses with outstanding fines of 1.1 million dollars and penalties of 1.8 million totaling over three million dollars worth of outstanding revenue that is due to the City of Newburgh. The City of Newburgh has been requesting authorization for an Administrative Tribunal since 1997 and today he presented a packet to the Transportation Committee that is headed by Assemblyman Gantt and hopefully we made some good progress today. They have all of the information that we put together including the last quarterly update and multi-year financial plan so that they know exactly where we stand financially going forward. He is hopeful that maybe this year we can get this bill approved. It has been approved in the Senate and on March 5th it was referred to the Transportation Committee in the Assembly. In eight days we should have a new Assemblyman and we will have to make this a top priority for whoever is elected. The second reason that he went to Albany today was to personally deliver to the Governor's Office the resolution approved on Friday night. He met with Elizabeth Glazer, Deputy Secretary for Public Safety, Mary Kavaney, Assistant Secretary for Public Safety and the newly appointed Commissioner of the Department of Criminal Justices, Michael Green. That resolution along with a cover letter whereby the City is requesting a special prosecutor to investigate this shooting has been personally delivered to the Governor's Office.

RESOLUTION NO.: 31 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER OR
THE CHIEF OF POLICE AS MANAGER'S DESIGNEE
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE
CONFIRMING CITY OF NEWBURGH PARTICIPATION
IN THE STOP-DWI PROGRAM
FOR THE PERIOD OF MARCH 15, 2012 TO MAY 31, 2012 PROVIDING
THE CITY WITH AN AMOUNT NOT TO EXCEED \$3,465.00

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, to provide for the funding of the STOP-DWI Program within the City of Newburgh for the period of March 15, 2012 and ending May 31, 2012, which includes St. Patrick's Day and the Memorial Day holiday weekend enforcement campaigns; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger or the Chief of Police as Manager's designee be and he is hereby authorized to execute an agreement with the County of Orange confirming the City's participation in the STOP-DWI Program in order to fund the additional cost of stepped-up police patrols and related court appearances for the period of March 15, 2012 through May 31, 2012, not to exceed \$3,465.00

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

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

ADOPTED



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this ____ day of _____, 20__, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the City of Newburgh, a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 15, 2012 and end January 1, 2013.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

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

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

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

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

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

COUNTY OF ORANGE

By: _____
Edward A. Diana
County Executive

DATE: _____

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

MUNICIPALITY

By: Michael D. FERRARA
Name: Michael D. Ferrara
Title: Police Chief

DATE: 2-24-12

SCHEDULE A

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 15, 2012 through May 31, 2012, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2012 through September 4, 2012, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – October 14, 2012 through January 1, 2013, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with State and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period (October, 2011-January 1, 2012), MUNICIPALITY is eligible for an award not to exceed \$3465 covering 70 man-hours for the first enforcement period of 2012. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during the first enforcement period of 2012 as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2012.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2012 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

RESOLUTION NO.: 32 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE
TO PROVIDE FOR REIMBURSEMENT OF FUNDS TO
THE CITY OF NEWBURGH WITH RESPECT TO CERTAIN
URBAN RENEWAL PROJECTS FOR THE PERIOD
OF JANUARY 1, 2012 TO DECEMBER 31, 2012
IN THE AMOUNT OF THIRTY THOUSAND (\$30,000.00) DOLLARS

WHEREAS, the Orange County Department of Public Works (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, a copy of which is attached hereto and made a part hereof, to provide for the funding of certain urban renewal projects within the City for the year 2012; and

WHEREAS, the County shall provide the City a total annual sum not to exceed Thirty Thousand (\$30,000.00) Dollars for the completion of certain urban renewal projects; and

WHEREAS, such funds shall be used exclusively for the acquisition, rehabilitation, improvements and otherwise implementing and completion of urban renewal projects within the City's limits; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into such agreement 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 execute the attached agreement with the County of Orange to provide for a total annual sum not to exceed Thirty Thousand (\$30,000.00) Dollars in order to obtain the available funding for certain urban renewal projects.

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

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

ADOPTED

32-12

**AGREEMENT
BETWEEN THE
COUNTY OF ORANGE
AND
THE CITY OF NEWBURGH
FOR THE FUNDING OF CERTAIN
URBAN RENEWAL PROJECTS, AS FURTHER DEFINED HEREIN**

This **Agreement** for funding certain Urban Renewal Projects, hereinafter "**Agreement**," represents the entire understanding between the parties hereto the **County of Orange**, a municipal corporation organized and existing under the laws of the State of New York, with its principle offices at 255 – 275 Main Street, Goshen, New York 10924, hereinafter referred to as the "**County**" and, the **City of Newburgh** with its principle offices at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter referred to as the "**City**." Further, the parties hereto agree as follows:

WHEREAS, the **County** and the **City** share a commitment to the rehabilitation and revitalization efforts in Orange County, and

WHEREAS, the **County** shall provide to the **City** a total annual sum of **THIRTY THOUSAND (\$30,000.00) DOLLARS**, for completing the activities enumerated in this **Agreement** and performed during the period of **January 1, 2012 to December 31, 2012**. These funds shall be used exclusively for the acquisition, rehabilitation, improvements, and otherwise implementing and completion of urban renewal projects within the **City's** limits and as described herein (Exhibit A). The **County** shall have no obligation to the **City** beyond the payment of these monies in accordance with the terms and conditions of this **Agreement**, and

NOW, THEREFORE, it is mutually agreed by and between the **County** and the **City** that:

1. The **County** will pay to the **City**, for the Capital Improvements, an annual amount, not-to-exceed **THIRTY THOUSAND (\$30,000.00) DOLLARS**. The **City** shall submit any and all documentation in support of such expenditures or the **County** may require fees under this **Agreement** as so that it may evaluate the reasonableness of the charges. All such requests shall be reasonable in time and scope; and
2. Proceeds shall be paid to the **City** for eligible costs based upon approved requests for payments. All requests for payments shall be directed to the Orange County Department of Public Works. Each request for payment shall include an itemization of all monies due for eligible costs, labor performed and/or materials supplied for the period covered by the request, a statement describing the eligible expenses, work that was performed using such labor and material, and a release of liens by subcontractors, laborers or material suppliers. Other appropriate receipts, invoices, bills or other documentation evidencing the expenditures to be reimbursed shall be appended to the request forms. As a condition of receiving payment, the **City** shall deliver to the **County** complete releases from all

relevant contractor's, laborers, or suppliers. Once the releases have been obtained and the Department of Public Works has certified that all work has been completed or that the total sum made available from the **County** has been expended payment may be made to the **City**. The **County** will not withhold a payment, without cause, for more than **THIRTY (30) DAYS** after a request for payment but, the **County** shall not be restricted from withholding payment for cause, as determined by the Department of Public Works including but not limited to that in the judgement of the Department of Public Works, after consultation with the Orange County Department of Law and the County Executive, the funds available, from all sources whatsoever, to complete the project, are insufficient to do so. The **County** will use its best efforts to make all payments due the **City** within 15 business days of receiving an approved payment request.

3. The **City** agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this **Agreement**. The **City** agrees to retain all books, records, and other documents relevant to this **Agreement** for six (6) years after the payment or termination of this **Agreement**, whichever occurs later. **County**, State and/or Federal auditors, and any other persons duly authorized by the **County**, shall have full access and the right to examine any of said materials during said period; and
4. All provisions of Federal, State and local laws, rules, regulations and ordinances governing non-discriminatory practices; warranties against collusion; solicitation or procurement; warranties against conflicts of interest and compliance with applicable ethics laws; confidentiality; fair practices and other legally imposed safeguards shall apply; and
5. This **Agreement** shall be subject to such further agreements or amendments, as the parties deem appropriate and necessary. Neither party shall assign or subcontract its duties, practices or responsibilities to a third party without the express written permission of the other. Neither party shall be a subrogee of the other, nor be responsible to defend, indemnify or hold harmless the other as to third parties but for their own errors, acts and omissions which causes the other party to suffer a loss; and
6. The **County** shall have the right to terminate this **Agreement** at any time without recourse and, upon thirty- (30) days written notice to the other. Should the **County** terminate this **Agreement** prior to its expiration date for reasons other than **City's** default, the **County** shall pay unto the **City** the earned portion of the total contract **Agreement**; and
7. The **County** shall have no liability under this **Agreement** to the **City** or, to anyone, beyond funds appropriated and available for this **Agreement**; and
8. The **City** shall provide proof of Workers' Compensation and Disability Coverage's as required by the New York State Worker's Compensation Board and same shall be attached to this **Agreement**; and

9. This **Agreement** shall be governed by the laws of the State of New York. The **City** shall render all services under this **Agreement** in accordance with all applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered; and
10. The rights and obligations of the parties, and their respective agents, successors and assigns, if any, shall be subject to and governed by this **Agreement** as well as any amendments or attachments thereto; and
11. The acceptance by the **City** or its assignees of the payment under this **Agreement**, whether by invoice, judgement of any court of competent jurisdiction, or administrative means, shall constitute as a general release to the **County** from any and all claims of the **City** out of the performance of this **Agreement**.

IN WITNESS WHEREOF, the **COUNTY** has caused this **Agreement** to be signed by its County Executive, and the **City** has caused the same to be executed by its Council, pursuant to Resolution of its **City** Council, adopted _____.

CITY OF NEWBURGH:

COUNTY OF ORANGE:

Richard F. Herbek
City Manager

Edward A. Diana
County Executive

Date: _____

Date: _____

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP
SELF-INSURANCE**

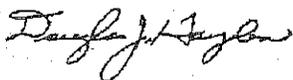
1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) City of Newburgh 83 Broadway Newburgh, NY 12550	1d. Business Telephone Number of Business referenced in box "1a" 845-569-7303
1b. Effective Date of Membership in the Group <u>03/01/2008</u>	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange 255-275 Main Street Goshen, NY 10924	3. Name and Address of Group Self-Insurer NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Douglas J. Hayden 07/01/2011 - 06/30/2012
 (Print name of authorized representative of the Group Self-Insurer) Date

Certified by: 
 (Signature)

Title: PROGRAM MANAGER/PRESIDENT

Telephone Number 516-750-9405

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

GSI-105.2 (2-02) Reverse



**Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>CITY OF NEWBURGH 83 BROADWAY NEWBURGH, NY 12550 PHONE: 845-569-7319 FEIN: XXXXX2329</p>	<p align="center">Business Applying For: OTHER: EXEMPTION OF DISABILITY INSURANCE</p> <p>From: ORANGE COUNTY</p>
--	---

Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:
The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

I, CHERYL A. GROSS, am the CITY COMPTROLLER with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature: <i>Cheryl A Gross</i>	Date: 6/2/11
Exemption Certificate Number 2011-012295		Received March 16, 2011 NYS Workers' Compensation Board

RESOLUTION NO.: 33 - 2012
OF
MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT A SUB-GRANT FROM THE SOLAR ENERGY CONSORTIUM
("TSEC") OF \$25,000.00 PER YEAR FOR TWO (2) YEARS
AND ESTABLISHING A BUDGET

WHEREAS, the City of Newburgh has applied for a grant from the Solar Energy Consortium ("TSEC") for the purposes of developing a database of industrial and commercial properties that would be appropriate for partners in the New York Renewable Energy Cluster Program; and

WHEREAS, this Program will provide expedited assistance to manufacturers seeking help with building code and other issues pertaining to starting or expanding renewable energy manufacturing operations within the City of Newburgh; and

WHEREAS, the City of Newburgh has been advised that such grant has been awarded in the amount of Twenty-Five Thousand (\$25,000.00) Dollars per year for two (2) years; and

WHEREAS, this Council has determined that accepting such grant is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to accept a sub-grant from the Solar Energy Consortium in the amount of \$25,000.00 per year for two (2) years; and

BE IT FURTHER RESOLVED, that the budget is hereby established as follows:

GRANT FUND

Revenue:

CG.3412.4787.4001.2013

New York Renewable Energy Cluster Program \$50,000.00

Expenditures

CG.3412.0448.4001.2013

Other Services

\$50,000.00

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

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

ADOPTED

33-12

Subaward Agreement

Institution/Organization ("TSEC") Name: The Solar Energy Consortium, Inc. Address: 434 Old Neighborhood Road Kingston, NY 12401158		Institution/Organization ("Subrecipient") Name: City of Newburgh Address: 83 Broadway Newburgh, NY 12550	
Prime Award No.: 01-79-14136		Subaward No.: 12550	
Awarding Agency: US Dept. of Commerce, Economic Development Administration (EDA)		CFDA No.: 11.307	
Invoice Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other: Invoices should be sent to TSEC's Administrative Representative.		Cost Sharing Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description and dollar value of contribution:	
Subaward Period of Performance: October 1, 2011-September 30, 2013	Estimated Project Period <small>(If incrementally funded):</small>	Amount Funded this Action: \$50,000	Est. Total (if incrementally funded): N/A
Project Title: New York Renewable Energy Cluster Program			
Reporting Requirements [Check here if applicable <input type="checkbox"/> : See Attachment 4]			

Terms and Conditions

- 1) TSEC hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of TSEC.
- 2) TSEC shall reimburse Subrecipient quarterly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), cost descriptions (including task), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference TSEC's subaward number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to TSEC's Financial Contact, as shown in Attachment 3, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. TSEC shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.
- 9) No-cost extensions require the approval of the TSEC. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of TSEC:

Date

By an Authorized Official of Subrecipient:

Date

**Attachment 1
Subaward Agreement
Certifications and Assurances**

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the TSEC.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more that \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures TSEC that it complies with A-133 and that it will notify TSEC of completion of required audits and of any adverse findings, which impact this subaward.

- Subrecipient is a For-Profit entity, OMB Circular A-133, does not apply. For-Profit entities shall be governed by 45 CFR 74.26(d).

**Attachment 2
Subaward Agreement
Prime Award Terms and Conditions**

Standard award terms and conditions, see attachments:

- 1) "ECONOMIC DEVELOPMENT ADMINISTRATION STANDARD TERMS AND CONDITIONS"
- 2) "DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS"

Award specific terms and conditions:

PROHIBITED ACTIVITIES: It is understood the funds included in Section A of Special Award Condition IV may not be used for the procurement of food or beverages.

**Attachment 3
Subaward Agreement**

TSEC Contacts	Subrecipient Contacts
<p>Administrative Contact</p> <p>Name: Patrice Courtney-Strong</p> <p>Address: TSEC 434 Old Neighborhood Road Kingston, New York 12401</p> <p>Telephone: 845-336-0100 Fax: 834-336-4030 Email: pat.tsec@gmail.com</p>	<p>Administrative Contact</p> <p>Name: Michael Vatter, Esq. Fire Chief/Building Dept. Director City of Newburgh 83 Broadway Newburgh, NY 12550</p> <p>Telephone: 845-542-0984 Fax: Email: firechief@cityofnewburgh-ny.gov</p>
<p>Principal Investigator</p> <p>Name: Carl E. Meyer</p> <p>Address: TSEC 434 Old Neighborhood Road Kingston, New York 12401</p> <p>Telephone: 845-336-0100 Fax: 834-336-4030 Email: carl.tsec@gmail.com</p>	<p>Principal Investigator</p> <p>Name: Same as above.</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>
<p>Financial Contact</p> <p>Name: Edward Januszkiewicz</p> <p>Address: TSEC 434 Old Neighborhood Road Kingston, New York 12401</p> <p>Telephone: 845-336-0100 Fax: 834-336-4030 Email: ed.tsec@gmail.com</p>	<p>Financial Contact</p> <p>Name: Same as above.</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: Patrice Courtney-Strong</p> <p>Address: TSEC 434 Old Neighborhood Road Kingston, New York 12401</p> <p>Telephone: 845-336-0100 Fax: 834-336-4030 Email: pat.tsec@gmail.com</p>	<p>Authorized Official</p> <p>Name: Richard F. Herbek City Manager, City of Newburgh</p> <p>Address: 83 Broadway Newburgh, NY 12550</p> <p>Telephone: 845-569-7301 Email: citymanager@cityofnewburgh-ny.gov</p>

Attachment 4
Subaward Agreement
Reporting Requirements

1. Management Reporting

- Quarterly Progress Report
- Final Report

2. Financial Reporting

- SF-425, Federal Financial Report – Quarterly, including cost sharing (if any)

Attachment 5
Sub-award Agreement
Statement of Work & Budget

Statement of Work

Expedited assistance to companies

1. seeking to re-locate to the City of Newburgh
2. seeking to expand in the City of Newburgh

Deliverables:

- a. Database development. The City will collaborate with NYREC to develop a database of industrial properties that would be appropriate for cluster partners.
- Office of Planning to coordinate.
- b. The City will provide expedited assistance to manufacturers seeking help with building code and other issues pertaining to starting or expanding operations in the City.
- Building Department to coordinate.

Budget

Year 1:

- a. Database development. \$12,500
- a. Expedited assistance to manufacturers \$12,500

Year 2:

- b. Database development. \$12,500
- b. Expedited assistance to manufacturers \$12,500

RESOLUTION NO.: 34 - 2012

OF

MARCH 12, 2012

RESOLUTION AUTHORIZING THE NEWBURGH COMMUNITY LAND BANK ON BEHALF OF THE CITY OF NEWBURGH TO APPLY FOR LAND BANK DESIGNATION FROM THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT CORPORATION UNDER ARTICLE 16 OF THE NEW YORK STATE NOT-FOR-PROFIT CORPORATION LAW

WHEREAS, pursuant to Resolution 255-2010 of November 8, 2010, as amended by Resolution 47-2011 of February 28, 2011, the City of Newburgh created an entity with a Board of Directors consisting of eleven (11) members under the New York State Private Housing Finance Law and the New York State Not-for-Profit Corporation Law, and known as the Newburgh Housing Development Fund Company, Inc. and for the purpose of land banking activities[MSOffice1]; and

WHEREAS, in July 2011, New York State enacted Article 16 of the New York State Not-for-Profit Corporation Law (the "Land Bank Act") providing for the creation of land banks to be used by communities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use; and

WHEREAS, the Land Bank Act limits the number of land banks to be created in New York State to 10 and the creation of each land bank requires the approval of the New York State Urban Development Corporation d/b/a Empire Stated Development Corporation (ESD); and

WHEREAS, The City of Newburgh is an eligible Foreclosing Government Unit under the Land Bank Act and finds that applying for Land Bank approval under Article 16 of the New York State Not-for-Profit Corporation Law by ESD in the first application round is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to take all necessary steps to apply for land bank approval from the ESD in the first approval round by submitting the required application on or before 3:00 p.m. on March 30, 2012; and

BE IT FURTHER RESOLVED, that the City Manager be and he hereby is authorized to take such steps as necessary to form a not-for-profit corporation that meets the criteria of Article 16 of the New York State Not-for-Profit Corporation Law and to execute the land bank application as the designated municipal official for that purpose; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the by-laws of the Land Bank require that the Board of Directors create a Resident Advisory Committee composed of representatives of the areas in which the land bank works, to advise and inform the actions of the board in the areas where it is working; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the by-laws provide for the appointment of non-voting alternate directors who can represent other segments of the community in Board discussions and get experience so that they can be considered to fill vacancies; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that that the current eleven board members of the Newburgh Housing Development Fund Company, Inc. be and they hereby are appointed to serve as the interim Board of Directors of the entity seeking land bank designation from ESD and to act as the interim Board of Directors while all necessary policies and procedures are finalized in accordance with the statutory requirements of the Land Bank Act. The Board shall consist of a member of the Newburgh City Council to be appointed by the Council, the City Manager, the Chairperson of the Newburgh Property Remediation Task Force, and a member of the Newburgh Planning Board to be appointed by the Planning Board. The Board of Directors shall elect the remaining five members. Each Director elected by the Board of Directors shall hold office for a period of two years or until his successor is elected, except as otherwise provided by the By-Laws. Directors may succeed themselves. The directors are:

Curly Dillard Councilman City of Newburgh	Lisa Daily <i>(Secretary)</i> Chairperson City of Newburgh Planning Board
Richard F. Herbek City Manager City of Newburgh	Jenny Loeb Regional Lead Organizer Community Voices Heard
Michael J. Vatter, Esq. <i>(Chairman)</i> Fire Chief	Cathleen Kenny <i>(Treasurer)</i> Vice President for Finance and

City of Newburgh	Administration and Treasurer Mount Saint Mary College
Fred Visconti (<i>Vice Chair</i>) Visconti Limousine	Allan Atzrott Chief Executive Officer St. Luke's Cornwall Hospital
Kevin White President Newburgh Performing Arts Academy	David Potack Vice President of Sales and Marketing Unitex
Bishop Jeffrey C. Woody House of Refuge International Ministries, Inc.	

Councilwoman Lee said that she would like the Community Advisory Board to be established within the week with appointments made through the City Council.

Councilwoman Angelo said that people will have to apply.

City Manager, Richard Herbek, said that people could apply or you could reach out to people that would like to serve.

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

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

ADOPTED

RESOLUTION NO.: 35 - 2012

OF

MARCH 12, 2012

A RESOLUTION RE-APPOINTING CHUCK THOMAS AND
BRIAN BURKE AS MEMBERS OF
THE WATERFRONT ADVISORY COMMITTEE

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Chuck Thomas and Brian Burke be and are hereby re-appointed to the Waterfront Advisory Committee for Three (3) year terms commencing on April 1, 2012 and expiring March 31, 2015.

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

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

ADOPTED

RESOLUTION NO.: 36 - 2012

OF

MARCH 12, 2012

A RESOLUTION ASKING THE STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION TO CONDUCT A
FORMAL INVESTIGATION AND STUDY IN CONNECTION
WITH CASE NUMBER 812-3632; THE CITY OF NEWBURGH'S REQUEST
FOR THE PERMANENT INSTALLATION OF A TRAFFIC SIGNAL ON
REV. DR. MARTIN LUTHER KING JR. BOULEVARD AT FOURTH STREET
IN THE CITY OF NEWBURGH, COUNTY OF ORANGE

WHEREAS, the New York State Department of Transportation installed a temporary signal to facilitate the use of Rev. Dr. Martin Luther King Jr. Boulevard at Fourth Street as a detour route in connection with the Robinson Avenue Reconstruction Project; and

WHEREAS, placement of the temporary signal proved to be a tremendous asset to the City of Newburgh; and benefited improved access to the Water Street businesses and restaurants along the Hudson River; and

WHEREAS, a review of accident records at this intersection indicated no increase in the number of accidents with the temporary signal in place; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and the safety of its residents and visitors alike to request that a permanent signal be installed;

NOW, THEREFORE, BE IT RESOLVED, that this Council of the City of Newburgh, New York, does hereby ask the State of New York Department of Transportation to conduct a formal investigation and study in connection with Case Number 812-3632; the City of Newburgh's request for the permanent installation of a traffic signal on Rev. Dr. Martin Luther King Jr. Boulevard at Fourth Street in the City of Newburgh, County of Orange; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to convey this Resolution to the appropriate officials in the New York State Department of Transportation.

Councilman Dillard said that he knows this came up last year and it was indicated that the State is responsible for cleaning Martin Luther King, Jr. Blvd. so will this traffic signal put everything back on the City?

Richard Herbek, City Manager, responded with a "no" it is still a State road. He added that there may be some benefit down the road to taking it over but he is not prepared tonight to discuss that. This request for a signal will not have any impact at the moment on its status so it is still a State road.

Mayor Kennedy said that this signal was temporary during the construction of Robinson Avenue so we are petitioning the State to get this traffic signal back before someone gets killed on that road. This is a sincere safety issue with people crossing that road.

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

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

ADOPTED

RESOLUTION NO.: 37 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN ADDENDUM TO A CONTRACT WITH McVAC ENVIRONMENTAL
SERVICES, INC.

AND AMENDING RESOLUTION NO: 238-2011, THE 2012 BUDGET
FOR THE CITY OF NEWBURGH, NEW YORK
FOR EMERGENCY SEWER MAIN CLEANING AT THE WATER
DEPARTMENT

WHEREAS, by Resolution No. 5-2012 of January 9, 2012, the City Council of the City of Newburgh authorized the City Manager to negotiate and enter into a contract with McVAC Environmental Services, Inc. for the North Interceptor Trunk Sewer Cleaning Project in an amount not to exceed Three Hundred Thousand and 00/100 (\$300,000.00) Dollars; and

WHEREAS, the Water Department identified a sewer main obstruction at the Water Filtration Plant which if left unresolved would have resulted in contamination of the City's water supply and subject the City to violations of New York State regulations; and

WHEREAS, McVAC Environmental Services, Inc. was already engaged by the City, on site, and ready, willing and able to begin cleaning the obstruction in the sewer main at the Water Filtration Plant; and

WHEREAS, the cost for the sewer main cleaning services at the Water Filtration Plant is Fifty-Nine Thousand, One Hundred Five and 00/100 (\$59,105.00) Dollars; and

WHEREAS, this Council has determined that entering into an addendum to the agreement with McVac Environmental Services, Inc. for the additional sewer main cleaning services is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby declares that the sewer main obstruction at the Water Filtration Plant created an emergency condition under Section 103(4) of the New York State General Municipal Law; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an amendment to the contract with a McVac Environmental Services, Inc. for the sewer main cleaning at the Water Filtration Plant in the amount of \$59,105.00; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No: 238-2011, the 2012 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
Sewer Fund		
Appropriated Fund Balance		
G.0000.0599.1000	\$59,105.00	
 Sewer Fund		
Maintenance & Supplies		
G.8120.0415		\$59,105.00

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

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

ADOPTED

37-12

ADDENDUM TO AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

McVAC ENVIRONMENTAL SERVICES, INC.

This Addendum to the Vendor Services Agreement is made and entered into this ____ day of _____, 2012 by and between and the City of Newburgh, New York, with offices at 83 Broadway, Newburgh, New York 12550 ("CITY") and McVAC Environmental Services, Inc., with principal offices located at 481 Grand Avenue, New Haven, Connecticut 06513 ("VENDOR"), dated February 2, 2012:

1. VENDOR agrees to supply to CITY all necessary equipment, labor and materials in connection with emergency services to remove sewer main obstruction at CITY's Water Filtration Plant, hereinafter "SERVICES" as set forth in the Proposal annexed hereto as Schedule "A".
2. For satisfactory performance of the SERVICES, the CITY agrees to compensate VENDOR on a time and materials basis as stated in Schedule "A", which is attached to and is part of this Addendum.
3. VENDOR and CITY agree that all other terms and conditions set forth in the Agreement for Vendor Services, dated February 2, 2012 shall remain in effect.
4. This Addendum, together with the Vendor Services Agreement, contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

McVAC ENVIRONMENTAL SERVICES, INC.

CITY OF NEWBURGH, NY

Name:

Name:

Title:

Title:

Date:

Date:

APPROVED AS TO FORM:

MICHELLE KELSON,
CORPORATION COUNSEL

CHERYL A. GROSS,
COMPTROLLER

McVAC
Environmental Services, Inc.
An Equal Opportunity Employer

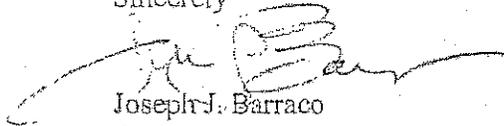
February 24, 2012

City of Newburgh
Engineering Department
Craig M. Marti, P.E.
City Manager
83 Broadway, First Floor
Newburgh, NY 12550

Dear Mr. Marti

Enclosed are invoices in connection with emergency services provided to the City of Newburgh for tank pump out at the Water Filtration Plant and Sewer system. Jet and vacuum services were used to remove sewer main obstruction on a time and material basis which are reflected on the enclosed invoices.

Sincerely



Joseph J. Barraco
Controller

McVac Environmental Services, Inc



RESOLUTION NO.: 38 - 2012

OF

MARCH 12, 2012

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
JAMES J. FOLLINI AGAINST THE CITY OF NEWBURGH, THE CITY OF
NEWBURGH POLICE DEPARTMENT, P.O. JOSEPH PALERMO, P.O.
PHILLIP MUGNANO,
P.O. THOMAS REYNOLDS, P.O. WILLIAM HINSPETER AND
TORCHES ON THE HUDSON, LLC IN THE AMOUNT OF
FIFTY THOUSAND DOLLARS

WHEREAS, James J. Follini brought an action against the City of Newburgh, the City of Newburgh Police Department, P.O. Joseph Palermo, P.O. Phillip Mugnano, P.O. Thomas Reynolds, P.O. William Hinspeter and Torches on the Hudson, LLC; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Fifty Thousand (\$50,000.00) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of James J. Follini against the City of Newburgh, the City of Newburgh Police Department, P.O. Joseph Palermo, P.O. Phillip Mugnano, P.O. Thomas Reynolds, P.O. William Hinspeter and Torches on the Hudson, LLC in the total amount of Fifty Thousand (\$50,000.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

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

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

ADOPTED

RESOLUTION NO.: 39 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE AWARD OF A BID
AND THE EXECUTION OF A CONTRACT
WITH STANDARD DEMOLITION SERVICES, INC.
IN CONNECTION WITH THE DEMOLITION OF 45 CHAMBERS STREET
AND 47 CHAMBERS STREET RESPECTIVELY AT A COST OF \$65,375.00

WHEREAS, the City of Newburgh has duly advertised for bids in connection with the demolition of structures located at 45 Chambers Street and 47 Chambers Street, respectively; and

WHEREAS, bids have been duly received and opened and Standard Demolition Services, Inc. submitted a bid in the amount of \$65,375.00; and

WHEREAS, it has been determined that Standard Demolition Services, Inc. is the lowest responsible bidder and is fully qualified and able to perform the work; and

WHEREAS, funding for such project shall be derived from Community Development Block Grant Funds; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and its further development to enter into a contract for such demolition services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the demolition of structures located at 45 Chambers Street and 47 Chambers Street, respectively, be and it hereby is awarded to Standard Demolition Services, Inc. for the bid amount of \$65,375.00 and that the City Manager is hereby authorized to enter into a contract for such work in this amount.

Mayor Kennedy said that she will vote yes for this and she wants Standard Demolition Services to understand that we will hold their feet to the fire insuring that Section 3 is enforced and that we have local labor hired to do the work here. This has been a tough one and it needs to be passed but they need to understand that we will hold their feet to the fire on this and she will be watching the job.

Councilwoman Angelo said that we had four different contractors come forth and Standard Demolition was the only one that followed through with all of the proper papers so this is why he was chosen.

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

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

ADOPTED

RESOLUTION NO.: 40 - 2012

OF

MARCH 12, 2012

**A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION
OF A SECONDARY CONTAINMENT PAD AT THE CITY OF NEWBURGH
WASTEWATER TREATMENT PLANT AT A COST NOT TO EXCEED
TWENTY THOUSAND DOLLARS**

WHEREAS, in 1999 the City constructed chemical bulk storage facilities at the Waste Water Treatment Plant in conjunction with our effluent disinfection program as required by New York State SPDES Permit; and

WHEREAS, a New York State Department of Environmental Conservation ("NYS DEC") inspection in November of 2011 identified violations related to the secondary containment features of the City's Chemical Bulk Storage Facilities; and

WHEREAS, on January 9, 2012, the NYS DEC served a Notice of Violation pertaining to said deficiencies; and

WHEREAS, the majority of the deficiencies have been rectified by Severn Trent Services under their operations contract with the City of Newburgh; and

WHEREAS, a remaining element of work pertaining to the secondary containment at the transfer area remains to be completed in order to comply with the NYS DEC regulations; and

WHEREAS, the projected cost of completion is \$20,000.00, which includes the purchase of a chemical containment pad referred to in the attachment to this resolution; and installation of the chemical containment pad and an asphalt pavement surface at the transfer location; and

WHEREAS, this Council has determined that such purchase and installation is in the best interests of the City of Newburgh and in keeping with compliance with the NYS DEC;

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 approve the purchase and installation of a secondary containment pad at the City of Newburgh Wastewater Treatment Plant at a cost not to exceed Twenty Thousand (\$20,000.00) Dollars; and

BE IT FURTHER RESOLVED, that the City Comptroller is hereby authorized to transfer funds as indicated below to effectuate such purchase and installation:

	<u>Decrease</u>	<u>Increase</u>
Sewer Fund		
Appropriated Fund Balance: G0000.0599.1000	\$20,000.00	
Sewer fund		
Repairs/Other Equipment G.8130.0443		\$20,000.00

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

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

ADOPTED

4012

"CONTAINMENT PAD" QUOTE FOR CJS ENG - NEWBURGH, NY

POC: Joseph Sagnis, Area Mgr., (845) 565-6182, Jsagnis@stes.com

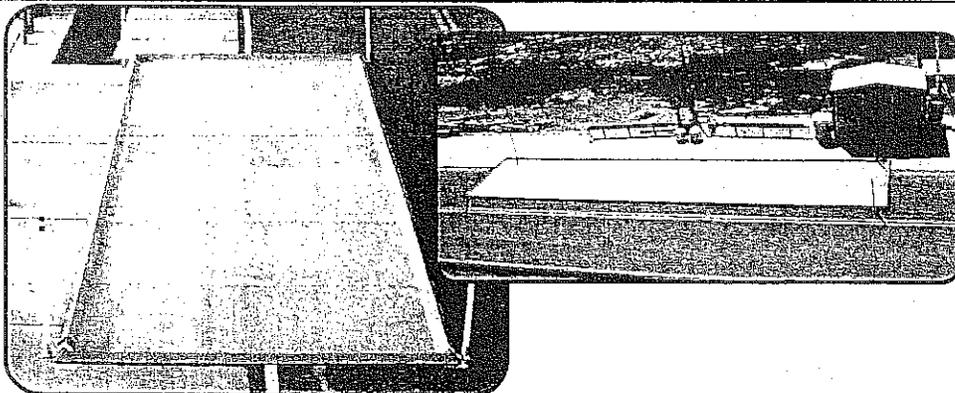
Quote Date: Feb. 22, 2012

Quoted by: John Beaver, (800) 235-7421

Area Rep.: Scott Whittington, (610) 513-8698

System Width (ft.)	System Length (ft.)	End Walls Height (in.)	Capacity (in gallons)	Price per SQ.FT.	SQ. Footage	Unit Price	
10	16	3 5/8"	305	\$39.00	160	\$6,240.00	
Optional 24" wide Integral ramps 12"up/12"down at \$40 PLF:						16	640.00
Filter Box \$275 ea. :						1	275.00
							\$7,155.00
Steel Surcharge due to spike in raw steel pricing:							\$812.50
Cost of Freight only (assembly by Customer) from Cleveland to Newburgh, NY:							1,400.00
Total Delivered Price for this System:							\$9,367.50

Comprised of (2) panels (approx. 8' W x 10' L) weighing approximately 800lbs. each. Containment pad capacity - 305g. Integral Ramp Walls are incorporated into the 10 foot entry and exit walls. Inc: 4 - Pole Retainers with Line-of-Sight Poles, 4 - anchor clips, resin coated, four 1 1/2" drainports w/ a Filter Berm and brass Ball Valve.



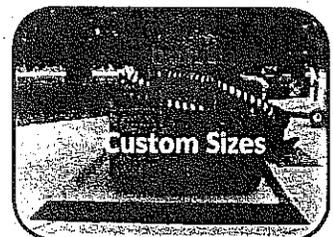
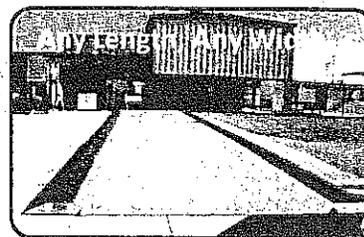
SPILL CAPACITY		
Length	=	15
Width	=	9
Height	=	0.302083
gal./qb.ft.	=	7.4805195
Capacity	=	305

Provides a "secure" containment surface, free of cracks that compromise similar concrete systems. No ramps required. Ideal for high traffic areas used by cars or trucks.

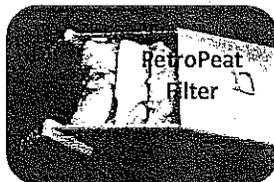
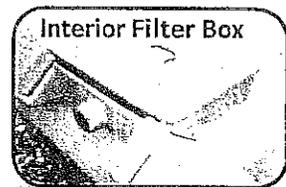
CONTAINMENT PAD:

-- Product Description --

Surface mounted, relocatable, semi-permanent secondary containment. Constructed from heavy plate steel panels, encapsulated in a rugged fiberglass protective coating. Employs time proven joint sealing technology. Performs like concrete without the cracking and expansion joints!



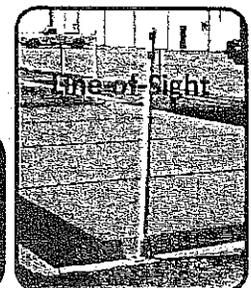
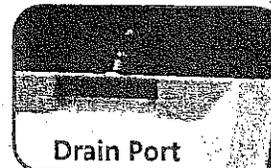
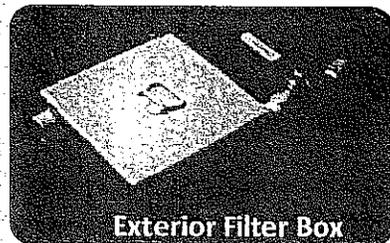
Add new "integral ramps walls" in place of any standard speed bump wall to smooth entry and exit from systems.



Rainwater Mgt. Add drain(s) as needed. Choose inside or outside filter berms with brass ball valve.



Add a passive release Bazooka drain blocker. Line-of-Sight Poles for visual assistance



RESOLUTION NO.: 41 - 2012

OF

MARCH 12, 2012

RESOLUTION AUTHORIZING A STANDARD WORK DAY FOR ELECTED
AND APPOINTED OFFICIALS WHICH WILL BE REPORTED TO THE NEW
YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM

BE IT RESOLVED, that the City of Newburgh hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked on the attached Schedule A to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body.

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

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

ADOPTED

PUBLIC COMMENTS

Jennifer Murchison, 7 S. Johnston Street, wants to acknowledge the youth of the City of Newburgh and say that she is proud of them because they showed a lot of restraint. She said that there was an injustice done and for them to have held their heads the way they have everyone is proud of them. She told Mayor Kennedy that she showed a lot of braveness today and she has a new found respect for her because it was a brave thing that she did by attending the funeral of this young man today. She said that she is a little disappointed that she didn't see some other faces but that's how it goes sometimes. To the mother of the young man that passed away she said that they tried to make her son out to be a monster and the lid blew off of a lot of things that have been in the dark that are about to come to light. She told her that her son is a champion and when we are done he is going to be a hero.

Juanita King, 96 Johnston Street, said that she laid her Cousin to rest today and she asked the Council what they are going to do to prevent this from happening again. That is what she wants to know because she is not going to another funeral. What are they going to do to prevent another mother from going through what her Aunt went through today?

Omari Shakur, City of Newburgh, said that they heard about the resolution that was taken to the Governor and they will be waiting for a for an answer but in the meantime what is the City Council going to do? He noted that there are three people of color on the Council and they should empathize sympathize with our community because they know what is going on. He agrees that the Land Bank comes here to steal land but he doesn't want to get into that tonight. Getting back to the family the community wants to know if a Civilian Review Board has been talked about because this is not the first incident. This is like the last straw that broke the camel's back. He noted that they shut down Broadway today because they were going to move the City Council meeting but we wanted it here in our community because we wanted to be heard. If we have to shut it down again, we will because we will not let this go. He added that we can't blame the City Council or the Police Department for a lot of what is happening because a lot of what is happening isn't what they are doing but what we are *not* doing. So our first question should be what are *we* going to do? Are we going to follow this up? He said that this was not police work it was murder and that is the first thing that this community needs to understand. The family would like to know who the other two Officers are that were involved because we heard tonight that they settled a lawsuit for four other Officers so they would like to know what other Officers have lawsuits and why are they working. If they have lawsuits against them and they have been involved in other deaths and beatings, why

are they still working? He asked the City Council what they are going to do because they are the leaders.

Regina Lewis, City of Newburgh, told the Council that she is sorry that they think so little of them that they continue to say that they don't understand. She said that Michael Lembhard's short life shed a light on this community in a way that no Pastor in this community ever has. He was at the frontline of a war that had nothing to do with crime it had to do with classism and disparity; the two leading causes of crime in the City of Newburgh. The reason Michael Lembhard and all of us are on the front line is because our leaders are either corrupt or cowards or both. Any shot would have stopped Michael Lembhard if he actually lunged at the Officers. Based on the amount of bullets that were flying through that house those Police Officers intended to kill him and anyone in that house. The family is going to try to forget this over the next few weeks but the rest of us can't forget this so we demand a resignation right now and those cops should be charged criminally and never come back to this community again.

Kameisha Locklary, City of Newburgh, said that the City of Newburgh police officers harass people and they think that just because they have a badge they can treat us any way that they want to but that is not the case. Other people have been killed and we still don't know who killed them. She asked the Council how they will fee when these cops start to drop.

A member of the Coolidge family and resident of Lander Street said that the letter was taken to Albany but when are we going to get an answer on this. We want an answer right away. He said that he respects the Mayor for coming to the funeral and she said some very kind words but he told her that he will be in her face every day because he wants answers for his Nephew. He is not pointing his finger at the Chief of Police because he didn't pull the trigger; it was two Officers that they want to be held accountable. They want justice for his Nephew, Michael Lembhard, and they are going to get it.

Ann Marie Mahoney, member of the Coolidge family, said that the officers here need to go to charm school and learn courtesy, professionalism and respect. She also believes in unity under oppression and we are all the voice of Michael Lembhard now. She has family members here in the City of Newburgh and we all stick together. When she was here years ago she spoke to Councilwoman Angelo at the Library and she asked her what they are giving the youth here because they have nothing to look forward to. They go out and find trouble so they need to implement services here and programs so that they can work. This was a beautiful city at one time and you can not have people oppressed for this long. Help them and then your community will come together.

Mr. Harris, City of Newburgh, said that we need to slow down. We all know what happened but we need to have patience. Everyone wants something for the community and we need to get the kids off the streets but there is nothing here for them. He thinks that we have to do things a little different.

Keisha Burks, City of Newburgh, said that she represents the youth here in the City and in the Church. Her hearts desire is to not to see the youth here in this city fail, die or not succeed. She want so see them move forward. She told the City Council that they need to give them something to do. Everyone does not work or go to school but they need something to do. Give us something to do. If you say you want change and you want to keep us off of the streets then give us something to do. They need the Council to help them so that they can start to see their prayers being manifested.

Charles Kimbrough, City of Newburgh, said that there are some things that the Council can do right now. There is a pamphlet somewhere in the archives that was compiled with the Department of Justice and they can compel the Police Department to start working on diversity. We have a Police Department that is quick to react by throwing their hand on their hip and one of the problems they have here is that they don't know who is friend of foe. Three weeks ago he watched officers grab some kids by their collars telling them to get out and they weren't trying to arrest. They were willing to send a kid out bleeding and the Officer's words were that it doesn't matter because no one cares anyway. We have a serious insensitivity issue. There is a young man here that would be more than willing to help facilitate these things with the Department of Justice. He doesn't want to wait on a letter from the Governor before we start putting things in place. He believes that if we start putting these Officers into the communities then they will be less likely to hurry to pull their gun. There have been a few officers that have gained respect because they were known by name and face. Officers like Sheldon Heil, Lt. Rose, and Charlie Broe. They would take kids home instead of slamming them into the back of a police car and taking them down to the Station. This is just common sense of the people. He would like to see the Council get these police officers into some training and if they are willing to meet with some people in the community along with the individuals from the Department of Justice they can start putting a plan together in which we can make sure that these Officers understand what they are dealing with.

Mary McLymore, Town of Newburgh, said that we know that the furniture was destroyed so she is asking where they can get some help for this family to get some decent furniture and everything that they need for their new apartment.

Councilwoman Lee noted that she told the family that she would see them tomorrow concerning some other issues but she has made a call to see if they can get some furniture. She told Ms. McLymore that she will contact her tomorrow.

Mr. R., Newburgh School District, said that this is his community and he is proud of every single person here tonight. It takes a level of strength to conduct yourself in a fashion that you want to get things done and to withstand the things that are going on here. He has worked with many people here for the gang and drug issues and his kids don't ask him for handouts; they ask him for jobs. A young lady spoke earlier and asked the Council to give them something to do because a lot of them want to work. We don't have an economy that is being built here the way that it needs to for the people. One of the other major issues that he sees is, and he is not condoning any illicit activity or gangs, but if we do not protect our citizens then we make them protect themselves to survive. People are going to find a way to eat and if we don't find a way to take care of the next generation then we will be burying them at a much higher rate. We have to make sure that the community continues to come together so that we are never sitting here again watching a family mourn. There is only so much that we can do but the reality is that we are losing way too many so we have to keep our ears open because at the end of day the School District and the City Council both work for the people; not the other way around.

Michael Sussman, from Chester and Goshen, said that when he went to the house yesterday, what struck him more than anything were the number of children under the age of eight years old that are in this family. Anyone at the funeral today saw all of these beautiful children. He has been a Civil Rights Lawyer for thirty-five years and he has seen many generations outraged for a minute and then quiet for most of the rest of the time. When outrage lasts a minute, we don't make change in our culture or society. He was here with the Cobb family, the Whitfield family and the McNeil family four years ago and after that set of events we held public hearings in the City of Newburgh where over two hundred people came to testify. These are the recommendations of those people: 1) Civilian Complaint Review Board. 2) Dash cams in each police car which are activated automatically as soon as the lights of the vehicle go on and must be maintained through any incident. 3) Diversity in the police department. This can be achieved by taking people transferring from other agencies. You don't have to go by the Civil Service list when you hire. You can take transferring Officers. The fact that there are few people of color on the list does not preclude their hire. 4) An attitude in the police agency which is very different. Truthfully he thinks that we have a Police Chief who does have some understanding. The Police Chief we had here before had very

little. The key challenge in this community is jobs. The Mayor said something today that he thinks is very important. She said that we need to do things in a radically different way. A radically different way is that the City of Newburgh decides that anybody in this City who wants a job it's going to put to work. That is what they did in the 1930's when we had the Great Depression in the United States. The Government was the employer of last resort because the private sector failed to create jobs. How will the City do that? It may have to bond money in the future but however it does it they have to get money to be able to put people to work. There is plenty to do in this City and you don't have to look very far. There are people on this Council who may very well understand this but remember that many of them just took Office and this was a tragedy on their watch that we can't personally condemn them for. Everyone in this room in memory to this young man needs to register and needs to vote. Take this anger and this outrage and place it somewhere that will remake the future.

Pastor Brock, 85 Carpenter Avenue, commended the Coolidge family because tonight we are champions. The young man that they saw in the casket today was trying to do his community work at her Church and the family knew that he was there. She wants everyone to know that she works for the highest God who gives her instructions every day to love people she used to not be able to love. She thanks Him tonight because she can love everyone in the room. She is from the South where they put police dogs and water hoses on people because of the color of their skin. They would drag people down the road with chains and do whatever they could to get rid of a person of color. She came here and assumed that things had changed but somewhere down the line we have allowed the enemy to come into our camp. There is some ugly stuff in our camps and she doesn't believe that our Chief of Police knows about it. If you can take a tranquilizer and get a bear out of a tree or stop an animal from roaming up and down the street, what happens to her people? We might need to change some of the rules as to who goes to the Police Academy. We need to sit down and change the rules at our meetings because she has seen too many of her people gunned down. Her son was killed in 1979 on Farrington Street so we need to change some rules or as it says in the Bible *Let us reason together*. Sit down at the table and see what we can change but God will be the justifier when it is all said and done.

Sheila Monk, City of Newburgh, said that her Prayers go out the family. She told the Mayor and the City Council that this is an excellent opportunity to introduce to the Action Teams to the community. We would like to know what Action Teams are and who are the individuals? Who are the leaders of each Team? Where does each team leader live and what areas are these teams focused on? As the leader of Adopt-a-Black, she announced that there will be meeting on March 17th at 11:00 at Best Temple. The Action Teams deal with

safety, transportation, landlords & tenants, jobs and youth. Adopt-a-Block is a group of community residents who are helping the neighborhood to improve the quality of life. The Community Action Team was established by Mayor Kennedy to address community concerns. They want to hear their ideas together with the neighborhood and they hope to create a safe, livable and beautiful block. They hope to prove that each of them can make a positive real difference in our community. She added that if anyone needs someone to go with them to the Police Station or the Courthouse they can give her a call.

Clarence Robinson, Contractor, said that there was mention of the bid and that Standard Demolition was awarded this contract tonight. He said that he has a package prepared for community workers in this area that is Section 3 approved and ready to go. As soon as they get their contract, they are ready to go to work.

Bishop Woody, House of Refuge, noted that on Saturday, March 31st the Christian Community Fellowship along with community members will hold a Voter Registration Drive throughout the City of Newburgh and if anyone is interested in helping they should be at the Church at 10:30.

Lillie Howard, City of Newburgh, said that they say that these properties the Land Bank is going to be given are properties that the City owns. We are talking about the conditions in the community as being deplorable but the City is the landlord and they could have created a program whereby people in the community could have been hired to go in and fix up the properties that they own. They had the perfect opportunity to create on the job training. They could have had a partnership with the Unions and had local people being trained. They could have fixed up the properties and then put something in place where they would have been able to buy the properties. She heard them say that there is going to be an Advisory Board created but they have a deadline by the end of March which is only two and a half weeks away. Why have they waited so long to put this Advisory Board together? You won't be able to get much accomplished in two and a half weeks. She added that we shouldn't get too excited about an Advisory Board because it boils down to who they are going to appoint to that Board. She herself worked for the Newburgh Housing Authority and offered herself several times but was turned down and she wonders why.

Yolanda Burks, City of Newburgh, said that she believes that the citizens of this City would like a sincere apology for the swindling that may have been in the government for a long time. She apologized to the family for waiting this long to actually do something and say something because this has gone on for years. She would like a sincere apology from our leaders and a

promise to make a change. Re-election is coming around and they don't want to appoint the next swindler to get money.

Janet Gianopoulos, City of Newburgh, said that she is concerned about the younger children because we need to pay attention to them now. This has to be through a multi pronged effort. It is not only what happens at this business table that will encourage our children to grow up, do well and to thrive in school and find a sense of purpose. It is important for the Council to know their relationship to the other entities that are involved in that type of thing be it the parents, schools or Churches. She told the Council that they are the legislative branch. There is the enforcement branch and then there is the judicial branch. We all need to monitor the cases in which our people are employed to enforce the laws that they uphold and then what happens in the justice system. It can't be a revolving door. There has to be solutions. We are facing ten and fourteen year olds who are committing crimes so it is not like it was fifty years ago. The point is to nurture children so that they grow up with a sense of purpose and a sense of worth. We need to work together. It is not just up to the people at the table and they need to know how to delegate.

Sheila Burnett, City of Newburgh, said in reference to the children and to this family that she heard there were children in that house when this happened and those children are never going to be the same. Nobody can tell her that these police officers are not trained to do this. The media is being blocked and we are not being shown everything that is going on in this Country. She saw some police officers with four young black men at a train station and one police officer pulled a young black man out and put him on the ground and then fired a shot into his back. This is what is going on all over the Country and you won't see it in the media because they are controlled. She is very concerned about this family and she can't imagine what they are feeling. These police officers are being trained by someone that thinks this is alright. There is no way that you are going to bust into a house and shoot up a young man unless you feel that somebody somewhere says it's alright. All over the Country young black men are being picked up and put into Federal Prison and those that they are not putting in Prison they are killing. She is tired of everyone acting like they don't know what is going on with people of color.

Mr. Pomarico, Powell Ave., said that he thinks that all the way around there needs to be a fundamental respect for everyone's rights no matter what their skin color is, their race or where they come from. Everyone has a right to life, liberty and their property and that is it. The police and officials are sworn to protect that so everyone has to keep that in mind if you are in a position of enforcement. In regard to the Land Bank, people have asked why they can't buy property for a \$1.00. He thinks that you can if you form a not-for-profit

Corporation like these guys did. There are people in this room who are looking for something to do to fix things so they should ban together and form a DBA and come up with your own not-for-profit Corporation and create some competition for this Land Bank. This is only one sliver of the City. There are more sections to be taken over. If people are losing their homes, then this might be a way to keep them and buy them back for next to nothing. We need to come up with a campaign to get some money donors. Why not have multiple corporations and spread this idea out and try it in different spots and ways and make the best of it? Learn the rules, play the game and use it to your advantage.

Robert, City of Newburgh, said that he knows that there was a lot said tonight and the Council has a lot on their plate but one thing he would like to know is when and in what manner are the names of the Officers going to be divulged to the public. In every aspect of what these Officers are going through, is it going to me as magnified as this is because he would like to know if they are going to be back out on the streets pulling him over.

Barbara Smith, Powell Avenue, said that to apologize you have to know what you are apologizing for. Your apology must come from the heart and you must mean it and not go there again. An empty apology means absolutely nothing. For the people who are new to the Council and new to coming here and who didn't know what it was like six or seven years ago they think that they are inventing something brand new. She held up a book called the Sustainable Master Plan and noted that on page 41 under Boards and Commissions it has the Police Community Relation Committee which states *The police Community Relations Advisory Board provides a forum for the exchange of ideas between members of the public through their representatives and the Police Department. The Board is a way to encourage open discussion of crime related public safety or other quality of life issues of the City including the relationship and daily interface between the community and the City Police Department and a mechanism for the public to request particular services and recommend regulations or other means to deal with the concern.* We have already sat and done this and we have already said that this is what we are going to do in order to improve our community. On Page 43 it even notes by what date we intend to get this done. We have a Council of people here and we are to know what is going on and we are to come in a peaceable manner to tell them what we want done and it is up to them to get it done for us. We spend too much time putting out fires and wailing and moaning about the losses in our community from all over. It is time to put this aside and realize what we have and spend more productive time telling the City what we want done. It can be done peaceably and she said that penny for penny, pound for pound we have the best police force in this area and you can not judge without a trial.

Pebbles, City of Newburgh, said that she is glad that Barbara Smith mentioned the Master Plan and the Committees. At previous meetings we have talked about doing something with the Boards. We talked about absentee members and Boards that have not met in years so she would like to know when the Council and City Manager will start making some headway on depleting and then adding in. Maybe we could start with two or three at a time but we have to get that going because the Committees interact with the Council and help to govern and keep the City going. Let's not forget that.

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

COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that she wants to spend her time grieving with the family. She has known the people of this community for many, many years. They played Bingo together at the YMCA and her son knew them well so she feels like she wants to grieve with them. She said that there is nothing they can do to bring their son back but they are going to pray for him because they know that he is in Heaven. It has been an emotional night tonight and she doesn't feel like talking about the Memorial Day Parade. She did note that on Wednesday at 10:30 a.m. four young men will celebrate the completion of the course at Drug Court and she thinks that we should have a proclamation for them.

Mayor Kennedy said that she is going to attend Drug Court tomorrow to give certificates to each of them.

Councilwoman Angelo noted that anyone can attend and show some support. She said that the Police Advisory Board has not been functioning at all so we need people on that and we will be having our Parade on May 28th so they are working on that.

Councilman Brown expressed his condolences to the Coolidge family and apologized for not being present but his work schedule did not allow him to attend. He noted that he wants a clear and fair process and whatever the outcome is he wants to try to get this City back to healing again. He told the family that he is on their side and he understands their grief. He and his brothers grew up with the family and attended school together so he expressed his deepest condolences. He noted that the Land Bank is similar to any Bank that we walk into on a Friday to cash a check. You don't necessarily have to be careful about the money going in but you really have to be careful when the money comes out. It is the job of this Council to make sure that when properties come out of the Land Bank that they go in the right direction. It is also important to know that when you use partnerships like Habitat and so forth, they have a list of people who they use to put in those houses and he thinks that we need to be careful about those lists also because we want to make sure that it is a diverse process. This City is made up of diversity and that is important to him so for anyone who has a concern about the outcome of the Land Bank and properties coming out he said that his eye is on that part of it and he will be sure to put some kind of stipulations in place so that the properties go to the right people in the City.

Councilman Dillard, thanked everyone for coming tonight and expressed his sincerest condolences to the Coolidge family. He said that when

he got the call the other day he knew that he had to go to their home and he called the Attorney who he knew would give them correct and proper answers in terms of the process and so forth. It appears as though things are taking place now and the City is making a commitment in terms of trying to get the Governor to come in and their Attorney is making great strides. As he told them earlier today, if there is anything that he can do he is here for them. He expressed his deepest and sincerest apologies and said that they will definitely get to the bottom of what has happened to their son because it is happening too often in our Country particularly in Orange, Westchester and New York Counties. He will be suggesting that we merge with those Counties to gather information and partnership with them because we are all going through the same thing where people of color, young men in particular, are being gunned down. He again expressed his deepest and sincerest apologies on behalf of the City.

Councilwoman Lee said that situations like this are not new to her. She grew up in the 60's where people were dragged through the streets and beat which was a common every day practice done by the police. She is very proud to be part of an initiative and she can only thank Michael for that because he brought us together in a way that we wouldn't have. He put the community, the Council, the Police Department and the Chief all on the same page. She would like to know where else in this Country a Chief and a Council have agreed that they need a special prosecutor. She has never seen it so we have set some kind of precedence. She thanked Michael for helping them with that. She also pointed out that when she ran for City Council she really promised that there would be no business as usual but throughout the past week she saw usual business and we need to figure out what that means. We need to understand how it is defined and we need to change it. There is nothing that she can say that will bring Michael back but if there was, she would say it and he would be back. She noticed today how loved he was. She watched a family embrace each other, love each other and experience pain with each other. She saw children embracing adults and adults embracing children, which was a wonderful thing to watch. She overheard a conversation where Michael's son asked Michael Sussman "Can he answer me"? Michael Sussman responded "I don't think so". So the child then asked if he could hear him and Michael Sussman said I think he can. The child then looked toward the casket and said, "Daddy, don't worry, you have an Attorney now and he played basketball with me". That was precious. She added that she recently came across a package that belonged to her father which were letters that he had sent to the Mayor and the Governor speaking out about issues. If she had to ask who inspired her, she would have to say it was him because he taught her how to stay in the fight. A lot of questions were asked tonight and she noted that they are all invested in finding out what happened. The Council doesn't want to have situations like this and the Police Department certainly doesn't

want it so if we are working together then we can resolve the issues but if we are fighting and we are not participating then we will drown. This was by far the most horrific experience. Attending the funeral was painful and in her face. She told a story about a problem that her son had with the police and they put a gun to his head. She didn't go and bash the Nassau County Police Department because she wanted to find out what happened with that one Officer. There are police who are working to make changes and they don't want this hanging over them either. She doesn't want to bash every police officer because they are also the men who help us when we are having trouble. Her idea is that we pull together and do it peacefully and the residents need to tell the Council what is going on. She just heard all of these stories that she has never heard before. Where did they dredge this information up from and how come it hasn't come to the attention of the City Council? The residents should talk to the Council and come to the meetings and be more active with them because they are the eyes and ears of this City not the City Council. She thanked everyone for coming and for allowing her to be part of their family today and spend time with them through this most difficult time. She expressed here condolences to all of them.

Mayor Kennedy said that this has been a very hard time for her personally and for the City. Her heart goes out to the family and she has compassion for a mom who has lost a son. There are so many questions that they all have and they have a right to those questions. Many people in this City have questions and they want to know why so many things have gone wrong for so long. She, as well as other members, ran for this Council position because of that. She can't apologize for them because she is not the one who was in that position but what she can say is that she is deeply sorry that we find ourselves here today. She can also say that she would never have decided to do with what she has done with her life if she didn't believe in the people of this City. She is reinventing who she is because who she was last year has disappeared and someone else is emerging. Her goal is to figure out how to use all of the skill she has gained over the years of her life to help a situation that doesn't have easy answers. Everyone wants to know when the Governor is going to grant a special prosecutor but she can't answer that. If she could, she would answer it this minute. All she can say is that she and Chief Ferrara left the Press Conference and went straight to the meeting room downstairs with the City Manager and said that we need to do this. Do you know how unusual it is for a Chief of Police to support this action? This is not a common thing. We all want the truth and when that truth gets revealed then we can take appropriate action. We can't take action until we have facts because it wouldn't be right. We have to get to the bottom of this and the whole Council is committed to that. She said that as soon as information becomes available they will let the public know. She was on the phone with the Governor's Office on Friday to inform them that we were going to pass a resolution and

that they would be hearing from us. We followed through with the City Manager going to Albany today to hand deliver that resolution and our letter straight to the Governor's Office. We have taken immediate action and we have done what we can. We will keep on it until we get an answer. As for the Land Bank, she said that they are committed to making sure that the properties are handled properly and to having a City that works again. She has also been trying to bring new jobs into this City but these things don't happen overnight. They are working on jobs as well as cleaning up the City and many other things. There is no magic wand or dust so she needs assistance from everyone that wants to help in the reinvention because she can't do it by herself. She never said that she had all of the answers and she expects input from everyone here. That is what the Community Action Teams and the City Advisory Teams are about. The Community Action Teams will be meeting on April 14th at the Armory and they will be reporting to the community about what they are all doing and what they are about. She invited the entire community to attend. She heard a comment about furniture and she heard that Councilwoman Lee will be assisting with that. She added that there is a group up on the Heights of about five or six people who bought an old house and managed the reconstruction of it and then sold it to someone to get a new neighbor in. There are a lot of ideas out there and we have to examine them. The City Council is committed to doing something for the youth in this city and they have a Youth Action Team that they are trying to put together because we need something for them. They do have to work on the Ethics Board and they have to make sure that the Police Advisory Committee is back together. She added that they are doing things as fast as they can but to remember that everyone has jobs and things to do.

There being no further business to come before the Council, the meeting was adjourned at 9:30 p.m.

LORENE VITEK
CITY CLERK

City of Newburgh, Newburgh New York
Work Session of the City Council

Thursday, March 8, 2012

Members Present: Mayor Judy Kennedy
Councilwoman Regina Angelo
Councilman Cedric Brown
Councilman Curlie Dillard
Councilwoman Gay Lee

Also Present: Richard F. Herbek, City Manager
Michelle Kelson, Corporation Counsel

Call to Order: The meeting was called to order by City Manager Richard F. Herbek at 6:05 pm.

Executive Session: At 8:10 p.m. a motion was made by Councilwoman Regina Angelo and seconded by Councilwoman Lee to enter into executive session regarding matters of pending litigation.

YES: 5 NO: 0 CARRIED

Adjournment: Upon consensus, the Council adjourned the meeting noting the time as 8:50 p.m.



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Arthur Rummel, III vs. City of Newburgh

DATE: March 9, 2012

Please find attached Notice of Claim regarding the above, which was personally served on our office on this date.

Attachment

~~Cc~~ City Manager
Mayor & Council

SUPREME COURT STATE OF NEW YORK
COUNTY OF ORANGE

-----X
IN THE MATTER OF THE CLAIM OF
ARTHUR RUMMEL, III,

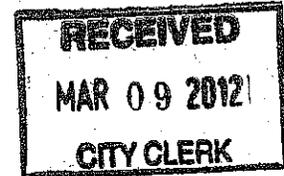
Plaintiffs,

- against -

CITY OF NEWBURGH and,
CITY MANAGER RICHARD HERBEK,

Defendants.
-----X

NOTICE OF CLAIM



TO:
City of Newburgh
City Manager Richard Herbek
83 Broadway
Newburgh, New York 12550

PLEASE TAKE NOTICE, that the undersigned claimant hereby makes a claim against the City of Newburgh and City Manager Richard Herbek as follows:

1. The name and address of the claimant and claimant's attorneys:

Claimant

Arthur Rummel, III
17 Bellevue Road
Newburgh, New York 12550

Attorneys

Artrip & Weber, Attorneys at Law
45 Quaker Avenue, Suite 208
Cornwall, New York 12518
(845) 534-2968

2. The nature of the claim:

For reinstatement to full time police officer status with the City of Newburgh Police Department and to recover monetary damages for lost wages and other miscellaneous damages incurred by and on behalf of Plaintiff by reason of the acts and/or omissions of the City of Newburgh, City Manager Richard Herbek, its agents, servants, and/or employees for the wrongful termination of Plaintiff's employment with the City of Newburgh Police Department on or about December 14, 2011.

3. The time when, the place where and the manner in which the claim arose:

This claim arose at the City of Newburgh City Hall, located at 83 Broadway, Newburgh, New York 12550, on or about December 14, 2011, when the City Officials, including City Manager Richard Herbek, wrongfully terminated the Plaintiff from his employment with the City of Newburgh Police Department under §72 and §73 of the Civil Service Law without conducting the procedural and legally required hearings.

Defendants, City of Newburgh and City Manager Richard Herbek, were reckless, negligent and malicious in the termination of Plaintiff, acting with a deliberate agenda in order to reduce payroll and costs to the city.

4. The items of damage or injuries claimed are (include dollar amounts).

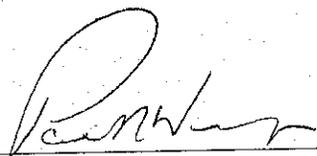
Plaintiff has been terminated from his employment, costing him his salary and contractual benefits such as leave time, longevity and step increases, as well as health benefits for Plaintiff and Plaintiff's family, at a total cost of approximately \$100,000.00 per year.

Plaintiff, Arthur Rummel, III, has therefore suffered damages of approximately \$150,000.00 to date as he has been without his salary and benefits since September of 2010. (Actual loss to be modified and calculated accordingly at the time of hearing)

5. This notice is made and served on behalf of Arthur Rummel, III, in compliance with the provisions of New York General Municipal Law § 50-e and such other laws and statutes as are in the case made and provided.

Demand for adjustment and payment of this claim. You are hereby notified that unless said claim is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

Dated: Cornwall, New York
March 9, 2012



PAUL N. WEBER, ESQ.

ARTRIP & WEBER
Attorneys for Plaintiff
45 Quaker Avenue, Suite 208
Cornwall, New York 12518
(845) 534-2968

Date Prepared: 03/16/2012 11:27 AM
 Report Date: 03/15/2012
 Account Table:
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CITY OF NEWBURGH, NY

Revenue Control Report

Fiscal Year: 2012 Period From: 1 To: 2

Fund A	GENERAL FUND	Original Budget	Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Revenue 1001	REAL PROPERTY TAXES	19,483,461.00	19,483,461.00	4,716,098.85	14,767,362.15	24.21
Revenue 1051-1092	REAL PROPERTY TAX ITEMS	848,243.00	848,243.00	48,750.49	799,492.51	5.75
Revenue 1111-1170	NON-PROPERTY TAX ITEMS	10,100,000.00	10,100,000.00	145,127.24	9,954,872.76	1.44
Revenue 1232-2170	DEPARTMENTAL INCOME	827,244.00	827,244.00	112,279.82	714,964.18	13.57
Revenue 2210-2389	CHARGES FOR SVCS TO OTHER GOVTS	170,710.00	170,710.00	0.00	170,710.00	0.00
Revenue 2401-2450	USE OF MONEY & PROPERTY	72,000.00	72,000.00	7,942.72	64,057.28	11.03
Revenue 2501-2590	LICENSES & PERMITS	235,000.00	235,000.00	25,972.86	209,027.14	11.05
Revenue 2610-2625	FINES & FORFEITURES	540,000.00	540,000.00	85,182.50	454,817.50	15.77
Revenue 2660-2683	SALE PROP & COMPENSATION FOR LOSS	4,000.00	4,000.00	6,616.57	(2,616.57)	165.41
Revenue 2700-2770	MISCELLANEOUS	445,000.00	445,000.00	10,760.21	434,239.79	2.42
Revenue 2816-2818	INTERFUND REVENUE	2,959,262.00	2,959,262.00	0.00	2,959,262.00	0.00
Revenue 2889	INTERFUND REVENUE	15,000.00	15,000.00	0.00	15,000.00	0.00
Revenue 3000-3399	STATE GRANTS	5,000.00	5,000.00	0.00	5,000.00	0.00
Revenue 3001-3097	STATE AID - GENERAL GOVT	4,734,934.00	4,734,934.00	45,594.00	4,689,340.00	0.96
Revenue 3401-3497	STATE AID - HEALTH	110,000.00	110,000.00	0.00	110,000.00	0.00
Revenue 3501-3597	STATE AID - TRANSPORTATION	315,000.00	315,000.00	0.00	315,000.00	0.00
Revenue 3801-3897	STATE AID - CULTURE & RECREATION	22,691.00	22,691.00	0.00	22,691.00	0.00
Revenue 4305-4397	FEDERAL AID - PUBLIC SAFETY	13,000.00	13,000.00	1,088.12	11,911.88	8.37
Total Fund A	GENERAL FUND	40,900,545.00	40,900,545.00	5,205,413.38	35,695,131.62	12.73

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CITY OF NEWBURGH, NY

Revenue Control Report

Fiscal Year: 2012 Period From: 1 To: 2

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 Prepared By: CGROSS

Fund CD	DEPARTMENTAL INCOME	Original Budget	Adjusted Budget	YTD		Percent Received Balance
				Revenue Receipts	Budget Balance	
Revenue 1232-2170	DEPARTMENTAL INCOME	0.00	0.00	2,971.16	(2,971.16)	100.00
Revenue 2401-2450	USE OF MONEY & PROPERTY	0.00	0.00	580.48	(580.48)	100.00
Revenue		0.00	0.00	129.38	(129.38)	100.00
Total Fund CD	PLANNING & DEVELOPMENT	0.00	0.00	3,681.02	(3,681.02)	100.00

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CITY OF NEWBURGH, NY

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Fiscal Year: 2012 Period From: 1 To: 2

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 Prepared By: CGROSS

Fund CD1	PLANNING AND DEVELOPMENT GRANTS	Original Budget	Adjusted Budget	YTD		YTD		Percent Received Balance
				Revenue Receipts	Budget Balance	Revenue Receipts	Budget Balance	
	DEPARTMENTAL INCOME	850,000.00	956,171.83	35,480.99	920,710.84	3.71		
	USE OF MONEY & PROPERTY	0.00	(1,090.84)	57.92	(1,158.76)	(6.23)		
	MISCELLANEOUS	0.00	(2,001.26)	134.20	(2,135.46)	(6.71)		
	Revenue	0.00	(1,549.54)	945.09	(2,494.63)	(60.99)		
Total Fund CD1	PLANNING AND DEVELOPMENT GRANTS	850,000.00	951,530.19	36,608.20	914,921.95	3.85		

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Revenue Control Report
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 Prepared By: CGROSS

Fund CG	GRANT FUND	Original Budget	Adjusted Budget	YTD		Percent Received Balance
				Revenue Receipts	Budget Balance	
Revenue 3305-3397	STATE AID - PUBLIC SAFETY	0.00	167,742.25	0.00	167,742.25	0.00
Revenue 4000-4999	FEDERAL GRANTS	0.00	238,590.04	0.00	238,590.04	0.00
Revenue 4305-4397	FEDERAL AID - PUBLIC SAFETY	0.00	3,900.00	0.00	3,900.00	0.00
Revenue		0.00	1,281,890.45	1,579.82	1,280,310.63	0.12
Total Fund CG	GRANT FUND	0.00	1,692,122.74	1,579.82	1,690,542.92	0.09

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CITY OF NEWBURGH, NY

Revenue Control Report

Fiscal Year: 2012 Period From: 1 To: 2

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 Prepared By: CGROSS

Fund DR	RENTAL REHAB	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Revenue		0.00	0.00	278.86	(278.86)	100.00
Total Fund DR	RENTAL REHAB	0.00	0.00	278.86	(278.86)	100.00

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Fund F	Original Budget	Adjusted Budget	YTD		YTD Budget Balance	Percent Received Balance
			Revenue Receipts	Budget Balance		
WATER FUND						
Revenue 1232-2170	5,526,611.00	5,526,611.00	5,398.97	5,521,212.03	0.10	
Revenue 2401-2450	11,600.00	11,600.00	1,777.81	9,822.19	15.33	
Revenue 2700-2770	8,000.00	8,000.00	1,731.12	6,268.88	21.64	
Revenue 2816-2818	144,310.00	144,310.00	0.00	144,310.00	0.00	
Revenue	386,584.00	386,584.00	0.00	386,584.00	0.00	
Total Fund F	6,077,105.00	6,077,105.00	8,907.90	6,068,197.10	0.15	

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Fund G	Description	Original	Adjusted	YTD	YTD	YTD	Percent
		Budget	Budget	Revenue Receipts	Budget Balance	Received Balance	
	SEWER FUND						
	DEPARTMENTAL INCOME	4,435,000.00	4,435,000.00	4,607.45	4,430,392.55	0.10	
	CHARGES FOR SVCS TO OTHER GOVTS	1,116,000.00	1,116,000.00	0.00	1,116,000.00	0.00	
	USE OF MONEY & PROPERTY	2,000.00	2,000.00	112.14	1,887.86	5.61	
	LICENSES & PERMITS	11,500.00	11,500.00	0.00	11,500.00	0.00	
	MISCELLANEOUS	145,500.00	145,500.00	937.69	144,562.31	0.64	
	Revenue	624,494.00	624,494.00	0.00	624,494.00	0.00	
Total Fund G	SEWER FUND	6,334,494.00	6,334,494.00	5,657.28	6,328,836.72	0.09	

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Fund H1	CAPITAL PROJECTS FUND	YTD		YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
		Original Budget	Adjusted Budget			
Revenue		0.00	5,221,451.43	0.00	5,221,451.43	0.00
Total Fund H1	CAPITAL PROJECTS FUND	0.00	5,221,451.43	0.00	5,221,451.43	0.00

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Fund HF1	YTD Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Revenue	0.00	2,503,170.97	0.00	2,503,170.97	0.00
Total Fund HF1	0.00	2,503,170.97	0.00	2,503,170.97	0.00

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	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund HG1					
SEWER CAPITAL					
Revenue	0.00	(51,084.36)	0.00	(51,084.36)	0.00
Total Fund HG1	0.00	(51,084.36)	0.00	(51,084.36)	0.00

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Fund M	Description	YTD		YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
		Original Budget	Adjusted Budget			
	SELF-INSURANCE					
	INTERFUND REVENUE	3,010,000.00	3,010,000.00	3,010,000.00	0.00	100.00
	Revenue	0.00	0.00	25,096.13	(25,096.13)	100.00
	Total Fund M	3,010,000.00	3,010,000.00	3,035,096.13	(25,096.13)	100.83

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Fund S	Description	YTD		YTD		YTD	
		Original Budget	Adjusted Budget	Revenue Receipts	Budget Balance	Percent Received	
SANITATION FUND							
	REAL PROPERTY TAX ITEMS	50,000.00	50,000.00	110,483.22	(60,483.22)	220.97	
	REVENUE 1051-1092						
	DEPARTMENTAL INCOME	2,880,147.00	2,880,147.00	705,501.82	2,174,645.18	24.50	
	REVENUE 1232-2170						
	USE OF MONEY & PROPERTY	1,000.00	1,000.00	63.47	936.53	6.35	
	REVENUE 2401-2450						
	LICENSES & PERMITS	500.00	500.00	245.00	255.00	49.00	
	REVENUE 2501-2590						
	MISCELLANEOUS	16,000.00	16,000.00	2,844.96	13,155.04	17.78	
	REVENUE 2700-2770						
	MISCELLANEOUS	95,650.00	95,650.00	0.00	95,650.00	0.00	
	REVENUE						
	Total Fund S	3,043,297.00	3,043,297.00	819,138.47	2,224,158.53	26.92	

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	Original Budget	Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund T					
TRUST AND AGENCY					
Revenue	0.00	0.00	27.61	(27.61)	100.00
Total Fund T	0.00	0.00	27.61	(27.61)	100.00
Grand Total	60,215,441.00	69,682,631.97	9,116,698.60	60,565,933.37	13.08

CITY OF NEWBURGH, NY

Expense Control Report

Fiscal Year 2012 Period From: 1 To: 2

Fund A	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp.
Dept 1010	100,537.00	105,842.00	24,986.23	80,855.77	139.90	80,715.87	23.61
GENERAL FUND							
CITY COUNCIL							
ROBINSON AVE PARKING	21,000.00	21,000.00	6,924.67	14,075.33	13,950.00	125.33	32.97
LOT LEASE - COURTS							
GRAND ST COURTHOUSE	223,750.00	224,034.00	39,057.87	184,976.13	4,591.49	180,384.64	17.43
BROADWAY SCHOOL -							
COURTHOUSE	162,800.00	168,475.64	11,996.64	156,479.00	35,677.12	120,801.88	7.12
MAYOR							
CITY MANAGER	68,562.00	68,562.00	9,694.24	58,867.76	0.00	58,867.76	14.14
CITY COMPTROLLER	399,351.00	399,351.00	56,460.76	342,890.24	583.57	342,306.67	14.14
TAX COLLECTOR	807,323.00	692,809.65	109,998.56	582,811.09	38,122.19	544,688.90	15.88
ASSESSMENT	356,174.00	356,234.75	41,884.50	314,350.25	76,384.86	237,965.39	11.76
PROPERTY MANAGEMENT-	206,167.00	206,167.00	26,051.35	180,115.65	163.10	179,952.55	12.64
MAINT	190,686.00	190,686.00	41,380.34	149,305.66	630.00	148,675.66	21.70
CITY CLERK	412,972.00	413,267.71	53,157.45	358,110.26	4,049.79	354,060.47	13.35
CORPORATION COUNSEL	1,038,288.00	1,126,586.09	98,254.60	1,028,331.49	37,024.67	991,306.82	8.72
CIVIL SERVICE COMMISSION	135,064.00	135,299.00	17,792.74	117,506.26	0.00	117,506.26	13.15
ENGINEERING	380,376.00	422,807.38	40,324.28	382,483.10	38,177.95	344,305.15	9.54
ELECTIONS	50,000.00	50,000.00	0.00	50,000.00	0.00	50,000.00	0.00
RECORDS MANAGEMENT	18,708.00	18,708.00	2,217.03	16,490.97	1,470.73	15,020.24	11.85
PROGRAM							
MUNICIPAL BUILDINGS	147,293.00	149,501.00	13,770.81	135,730.19	8,272.64	127,457.55	9.21
CENTRAL PRINTING & MAILING	160,070.00	160,070.00	17,084.10	142,985.90	112,850.12	30,135.78	10.67
INFORMATION SYSTEMS	359,005.00	365,777.15	73,718.55	292,058.60	44,351.30	247,707.30	20.15
SPECIAL ITEMS	1,198,831.00	1,206,525.53	4,961.54	1,201,563.99	0.00	1,201,563.99	0.41
POLICE DEPARTMENT	12,248,405.00	12,568,675.52	1,756,196.18	10,812,479.34	257,909.00	10,554,570.34	13.97
COURTHOUSE OFFICERS	442,845.00	442,845.00	34,833.64	408,011.36	0.00	408,011.36	7.87
TRAFFIC DEPARTMENT	289,427.00	274,072.85	34,699.64	239,373.01	5,781.36	233,591.63	12.66
ON-STREET PARKING	89,922.00	125,010.00	17,729.85	107,280.15	600.00	106,680.15	14.18
PUBLIC SAFETY BLDG	130,600.00	130,600.00	11,263.88	119,336.12	0.00	119,336.12	8.62
FIRE	9,268,551.00	9,265,890.17	1,212,556.76	8,053,333.41	33,627.86	8,019,505.55	13.09
PUBLIC POUND	60,435.00	60,435.00	12,332.72	48,102.28	14,136.59	33,965.69	20.41
EXAMINING BOARD OF PLUMBERS	200.00	200.00	0.00	200.00	0.00	200.00	0.00
CODE ENFORCEMENT	576,970.00	582,337.68	81,901.59	500,436.09	4,780.50	495,655.59	14.06
DPW-ADMINISTRATION	413,147.00	413,147.00	46,153.96	366,993.04	2,845.64	364,147.40	11.17
DPW-STREETS & BRIDGES	720,372.00	720,372.00	87,300.10	633,071.90	11,559.76	621,512.14	12.12
HIGHWAY RESURFACING-	230,000.00	230,000.00	0.00	230,000.00	0.00	230,000.00	0.00

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Dept 5132	DPW-GARAGE	397,559.00	397,559.00	55,554.90	342,004.10	6,249.36	335,754.74	13.97
Dept 5133	DPW-POLICE GARAGE	231,692.00	231,692.00	20,311.61	211,380.39	18,767.27	192,613.12	8.77
Dept 5142	SNOW REMOVAL	241,290.00	241,290.00	30,158.35	211,131.65	17,347.55	193,784.10	12.50
Dept 5182	STREET LIGHTING	390,000.00	390,000.00	40,773.02	349,226.98	1,210.59	348,016.39	10.45
Dept 5650	OFF-STREET PARKING	10,000.00	10,000.00	333.11	9,666.89	0.00	9,666.89	3.33
Dept 7110	PARKS	296,658.00	296,658.00	30,952.03	265,705.97	2,483.86	263,222.11	10.43
Dept 7112	SHADE TREE COMMISSION	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Dept 7130	DUTCH REFORM CHURCH	2,500.00	2,500.00	170.94	2,329.06	306.00	2,023.06	6.84
Dept 7140	RECREATION	248,026.00	248,026.00	28,889.49	219,136.51	274.04	218,862.47	11.65
Dept 7181	RECREATION-DELANO HITCH POOL	76,120.00	76,120.00	0.00	76,120.00	0.00	76,120.00	0.00
Dept 7188	DELANO HITCH-PARK & STADIUM	91,058.00	91,058.00	2,022.48	89,035.52	1,580.00	87,455.52	2.22
Dept 7310	CHILD YOUTH,FAMILY,SR CITIZEN	35,837.00	35,837.00	0.00	35,837.00	0.00	35,837.00	0.00
Dept 7311	SUMMER PLAYGROUND ON WHEELS	17,599.00	17,599.00	0.00	17,599.00	0.00	17,599.00	0.00
Dept 7316	SOLUTIONS TO TEEN VIOLENCE	9,136.00	9,136.00	0.00	9,136.00	0.00	9,136.00	0.00
Dept 7318	YTH VOICE 06	11,278.00	11,278.00	0.00	11,278.00	0.00	11,278.00	0.00
Dept 7320	PROJ06332709S001	32,128.00	32,128.00	0.00	32,128.00	0.00	32,128.00	0.00
Dept 7510	SUMMER YOUTH SERVICES	3,095.00	3,095.00	651.44	2,433.56	0.00	2,433.56	21.37
Dept 7510	HISTORIAN	24,750.00	24,750.00	141.63	24,608.37	0.00	24,608.37	0.57
Dept 7550	CELEBRATIONS	9,000.00	9,000.00	787.00	8,233.00	0.00	8,233.00	8.52
Dept 7610	PROGRAMS FOR AGING	28,228.00	28,228.00	2,092.00	26,136.00	0.00	26,136.00	7.41
Dept 8000	HOME & COMMUNITY SERVICE	7,042.00	7,042.00	1,019.67	6,022.33	0.00	6,022.33	14.48
Dept 8010	ZONING BOARD	6,092.00	6,092.00	961.99	5,130.01	0.00	5,130.01	15.79
Dept 8021	PLANNING BOARD	10,000.00	10,000.00	878.40	9,121.60	3,208.33	5,913.27	8.78
Dept 8041	ARCHITECTURAL REV COM	3,725.00	3,725.00	583.34	3,141.66	2,916.66	225.00	15.66
Dept 8042	WATERFRONT ADVISORY COMMITTEE	256,883.00	256,883.00	27,402.01	229,480.99	0.00	229,480.99	10.67
Dept 8684	PLANNING AND MANAGEMENT DEVELOPMENT SERIAL BONDS	960,214.00	960,214.00	0.00	960,214.00	0.00	960,214.00	0.00
Dept 9710	BOND	886,511.00	886,511.00	79,020.00	807,491.00	0.00	807,491.00	8.91
Dept 9711	BOND ANTICIPATION NOTES-PRIN.	1,602,772.00	1,599,772.00	0.00	1,599,772.00	0.00	1,599,772.00	0.00
Dept 9730	BOND	909,710.00	909,710.00	0.00	909,710.00	0.00	909,710.00	0.00
Dept 9731	BOND	1,128,710.00	1,128,710.00	0.00	1,128,710.00	0.00	1,128,710.00	0.00

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Fund A	GENERAL FUND	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	YTD Percent Exp.
Dept 9780	TAX ANTICIPATION NOTES	312,000.00	312,000.00	0.00	312,000.00	0.00	312,000.00	0.00
Dept 9785	CAPITAL LEASES	31,748.00	31,748.00	5,291.20	26,456.80	26,456.00	0.80	16.67
Dept 9856	INSTALLMENT PURCHASE DEBT-PRINCIPAL	94,087.00	94,087.00	15,405.23	78,681.77	78,681.44	0.33	16.37
Dept 9857	INSTALLMENT PURCHASE DEBT-INTEREST	57,676.00	57,676.00	9,888.51	47,787.49	47,787.26	0.23	17.14
Dept 9923	CONTRIBUTION TO SELF-INSURANCE	2,498,300.00	2,498,300.00	2,498,300.00	0.00	0.00	0.00	100.00
Total Fund A	GENERAL FUND	40,900,545.00	41,086,002.92	6,838,262.93	34,247,739.99	955,148.52	33,292,591.47	16.64

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Fund CD	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp.
Dept 8686	0.00	0.00	8,732.50	(8,732.50)	0.00	(8,732.50)	0.00
Total Fund CD	0.00	0.00	8,732.50	(8,732.50)	0.00	(8,732.50)	0.00

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Fund CD1	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	YTD Percent Exp. Balance
Dept 8686	850,000.00	2,009,801.13	60,386.11	1,949,415.02	6,350.00	1,943,065.02	3.00
Dept 8687	0.00	103,473.00	13,100.00	90,373.00	5,950.00	84,423.00	12.66
Total Fund CD1	850,000.00	2,113,274.13	73,486.11	2,039,788.02	12,300.00	2,027,488.02	3.48

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Fund CG	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD		YTD Available Balance	YTD Percent Exp. Balance
				Unexpended Balance	Encumbered		
GRANT FUND							
MAYOR	0.00	5,350.00	0.00	5,350.00	5,350.00	0.00	0.00
RECORDS MANAGEMENT PROGRAM	0.00	28,428.00	0.00	28,428.00	0.00	28,428.00	0.00
POLICE DEPARTMENT	0.00	905,301.39	108,228.61	797,072.78	3,885.09	795,187.69	11.95
FIRE	0.00	58,163.85	0.00	58,163.85	0.00	58,163.85	0.00
NEWBURGH FERRY LEASE	0.00	433,748.00	62,334.00	371,414.00	187,002.00	184,412.00	14.37
PARKS	0.00	3,355.53	0.00	3,355.53	0.00	3,355.53	0.00
21ST CENTURY - #0187094020	0.00	107,366.81	109,833.23	(2,466.42)	372,639.91	(375,106.33)	102.30
HISTORIC PRESERVATION	0.00	(10,000.00)	0.00	(10,000.00)	0.00	(10,000.00)	0.00
PLANNING AND MANAGEMENT DEVELOPMENT	0.00	170,495.00	0.00	170,495.00	0.00	170,495.00	0.00
GRANT FUND							
Total Fund CG	0.00	1,792,208.58	280,395.84	1,421,812.74	568,877.00	852,935.74	16.47

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Fund F	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp.
WATER FUND							
CORPORATION COUNSEL	50,500.00	75,182.47	467.33	74,715.14	0.00	74,715.14	0.62
ENGINEERING	0.00	9,900.00	488.00	9,412.00	9,412.00	0.00	4.93
SPECIAL ITEMS	1,029,215.00	1,029,215.00	111,240.93	917,974.07	0.00	917,974.07	10.81
WATER ADMINISTRATION	709,574.00	709,574.00	71,107.93	638,466.07	19,629.50	618,836.57	10.02
PONDS & RESERVOIRS	261,414.00	261,414.00	29,711.59	231,702.41	744.99	230,957.42	11.37
PURIFICATION	1,247,744.00	1,306,820.02	162,559.68	1,143,260.34	87,485.61	1,055,774.73	12.45
DISTRIBUTION	533,666.00	537,906.59	73,462.42	464,444.17	10,827.15	453,617.02	13.66
SERIAL BONDS	563,014.00	563,014.00	0.00	563,014.00	0.00	563,014.00	0.00
BOND	205,815.00	205,815.00	85,462.89	120,352.11	0.00	120,352.11	41.52
BOND ANTICIPATION NOTES-PRIN.	123,134.00	123,134.00	0.00	123,134.00	0.00	123,134.00	0.00
B.A.N.	279,186.00	279,186.00	0.00	279,186.00	0.00	279,186.00	0.00
CONTRIBUTION TO OTHER FUNDS	1,073,843.00	1,073,843.00	210,700.00	863,143.00	0.00	863,143.00	19.62
WATER FUND	6,077,105.00	6,174,004.08	745,200.77	5,428,803.31	128,099.25	5,300,704.06	12.07

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Expense Control Report

Fiscal Year: 2012 Period From: 1 To: 2

Fund G	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp.
SEWER FUND							
CORPORATION COUNSEL	6,000.00	6,000.00	213.09	5,786.91	0.00	5,786.91	3.55
SPECIAL ITEMS	798,666.00	798,666.00	0.00	798,666.00	0.00	798,666.00	0.00
SANITARY SEWERS	897,941.00	1,197,941.00	92,953.80	1,104,987.20	308,178.01	796,809.19	7.76
WASTEWATER TR. PL. EAST	2,440,669.00	2,625,850.75	370,650.77	2,255,199.98	1,714,683.73	540,516.25	14.12
SERIAL BONDS	115,394.00	115,394.00	0.00	115,394.00	0.00	115,394.00	0.00
BOND	28,558.00	28,558.00	8,339.00	20,219.00	0.00	20,219.00	29.20
BOND ANTICIPATION NOTES-PRIN.	352,094.00	352,094.00	0.00	352,094.00	0.00	352,094.00	0.00
B.A.N.	298,485.00	298,485.00	0.00	298,485.00	0.00	298,485.00	0.00
CONTRIBUTION TO OTHER FUNDS	1,396,687.00	1,396,687.00	210,700.00	1,185,987.00	0.00	1,185,987.00	15.09
SEWER FUND	6,334,494.00	6,819,675.75	682,856.66	6,136,819.09	2,022,861.74	4,113,957.35	10.01
Total Fund G							

Date Prepared: 03/15/2012 01:20 PM
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CITY OF NEWBURGH, NY

Expense Control Report

Fiscal Year: 2012 Period From: 1 To: 2

GLR0122 1.0
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 Prepared By: CGROSS

Fund H	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Dept 1100	0.00	0.00	17,000.00	(17,000.00)	4,925.00	(21,925.00)	0.00
Dept 1420	0.00	0.00	8,775.00	(8,775.00)	0.00	(8,775.00)	0.00
Total Fund H	0.00	0.00	25,775.00	(25,775.00)	4,925.00	(30,700.00)	0.00

CAPITAL PROJECTS
 UNIFIED COURT
 CORPORATION COUNSEL
 CAPITAL PROJECTS

Date Prepared: 03/15/2012 01:20 PM
 Report Date: 03/15/2012

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 Alt Sort Table:

CITY OF NEWBURGH, NY

Expense Control Report

Fiscal Year: 2012 Period From: 1 To: 2

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 Prepared By: CGROSS

Fund H1	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD	
						Available Balance	Percent Exp. Balance
CAPITAL PROJECTS FUND							
Dept 1380	0.00	(20,576.77)	0.00	(20,576.77)	0.00	(20,576.77)	0.00
BA/NTAN EXPENSES							
ENGINEERING	0.00	2,756,284.98	31,319.97	2,724,965.01	77,365.99	2,647,599.02	1.14
INFORMATION SYSTEMS	0.00	14,271.43	5,500.00	8,771.43	2,548.25	6,223.18	38.54
CONTINGENCY (EMERGENCY)	0.00	479,989.27	0.00	479,989.27	0.00	479,989.27	0.00
DEMOLITION OF UNSAFE BUILDINGS	0.00	(55,731.66)	17,233.00	(72,964.66)	0.00	(72,964.66)	(30.92)
HIGHWAY RESURFACING-CHIPS	0.00	4,157,729.42	0.00	4,157,729.42	0.00	4,157,729.42	0.00
PARKS	0.00	(12,691.00)	0.00	(12,691.00)	0.00	(12,691.00)	0.00
PLANNING BOARD	0.00	67,294.06	0.00	67,294.06	0.00	67,294.06	0.00
B.A.N.	0.00	0.44	0.00	0.44	0.00	0.44	0.00
CAPITAL LEASES	0.00	(133,100.00)	0.00	(133,100.00)	0.00	(133,100.00)	0.00
CAPITAL PROJECTS FUND	0.00	7,253,470.17	54,052.97	7,199,417.20	79,914.24	7,119,502.96	0.75
Total Fund H1							

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CITY OF NEWBURGH, NY

Expense Control Report

Fiscal Year: 2012 Period From: 1 To: 2

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	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund HF1							
WATER CAPITAL							
BAN/WAN EXPENSES							
Dept 1380	0.00	(4,935.73)	0.00	(4,935.73)	0.00	(4,935.73)	0.00
Dept 8310	0.00	(2,811,251.32)	0.00	(2,811,251.32)	0.00	(2,811,251.32)	0.00
Dept 8330	0.00	50,000.00	0.00	50,000.00	0.00	50,000.00	0.00
Dept 8340	0.00	2,500,000.00	0.00	2,500,000.00	94,800.00	2,405,400.00	0.00
DISTRIBUTION							
Dept 8340	0.00	2,500,000.00	0.00	2,500,000.00	94,800.00	2,405,400.00	0.00
WATER CAPITAL							
Total Fund HF1	0.00	(266,187.05)	0.00	(266,187.05)	94,800.00	(360,787.05)	0.00

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Expense Control Report

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Fund HG1	Dept 1380	Dept 8120	Total Fund HG1	SEWER CAPITAL	BANTAN EXPENSES	SANITARY SEWERS	SEWER CAPITAL	Original	YTD Adjusted	YTD Actual	YTD	YTD	YTD	YTD	Percent
								Budget	Budget	Expended	Unexpended	Encumbered	Available	Exp.	
								Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance
								0.00	(11,550.61)	0.00	(11,550.61)	0.00	(11,550.61)	0.00	
								0.00	839,729.79	0.00	839,729.79	0.00	839,729.79	0.00	
								0.00	828,179.18	0.00	828,179.18	0.00	828,179.18	0.00	

Date Prepared: 03/15/2012 01:20 PM
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Expense Control Report

Fiscal Year 2012 Period From: 1 To: 2

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Fund M	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Dept 1420	580,000.00	684,896.96	21,895.58	642,801.38	68,283.20	574,518.18	3.29
Dept 1710	230,000.00	227,445.00	67,421.00	160,024.00	(2,555.00)	162,579.00	29.64
Dept 1722	350,000.00	350,000.00	298,559.87	51,440.13	0.00	51,440.13	85.30
Dept 1930	250,000.00	250,000.00	4,680.37	245,319.63	0.00	245,319.63	1.87
Dept 1990	100,000.00	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00
Dept 9040	1,200,000.00	1,200,000.00	288,338.78	911,661.22	856,758.50	254,902.72	24.03
Dept 9050	300,000.00	300,000.00	0.00	300,000.00	0.00	300,000.00	0.00
Total Fund M	3,010,000.00	3,092,141.96	680,895.60	2,411,246.36	722,486.70	1,688,759.66	22.02

RESOLUTION NO.: 42 - 2012

OF

MARCH 26, 2012

RESOLUTION AMENDING RESOLUTION NO: 238-2011,
THE 2012 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$27,118.00 FROM CONTINGENCY TO
POLICE OTHER SERVICES IN CONNECTION WITH EXPENSES DUE
TO FLOOD DAMAGE IN THE POLICE DEPARTMENT ON JANUARY 19, 2012

BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 238-2011, the 2012 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A1900 Special Items	\$27,118.00	
1990 Contingency-Emergency		
A3120 Police Department		\$27,118.00
0448 Other Services		

RESOLUTION NO.: 43 - 2012

OF

MARCH 26, 2012

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND J. DWIGHT HADLEY, CPA FOR
PROFESSIONAL CONSULTING SERVICES IN THE AREA OF GOVERNMENTAL
ADMINISTRATIVE AND FINANCIAL MANAGEMENT RELATING TO THE CITY'S
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN AN AMOUNT
NOT TO EXCEED SIX THOUSAND NINE HUNDRED (\$6,900.00) DOLLARS**

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with J. Dwight Hadley, CPA; and

WHEREAS, the agreement is for providing assistance in the area of governmental administrative and financial management in the form of consulting services relating to resolving issues raised in an audit of the City's Community Development Block Grant Program conducted by the U.S. Department of Housing and Urban Development; and

WHEREAS, the rate for these services is \$80.00 per hour, plus incidental expenses, in an amount not to exceed six thousand nine hundred (\$6,900.00) dollars; and

WHEREAS, this Council has determined that entering into this agreement 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 the agreement with J. Dwight Hadley, CPA, in substantially the same form as annexed hereto with any other provisions that Counsel may require, at a rate of \$80.00 per hour plus incidental expenses, in an amount not to exceed six thousand nine hundred (\$6,900.00) dollars for consulting services in the area of governmental administrative and financial management related to the City's Community Development Block Grant Program.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2012, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and J. DWIGHT HADLEY, CPA, an individual with an address of 14 Mountain Way, Clifton Park, New York 12065, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning _____, 20____, and ending on _____, 20____, or upon termination as provided under ARTICLE 17 TERMINATION of this Agreement.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within fourteen (14) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

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

any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. INDEPENDENT CONTRACTOR

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

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of

the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit

requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, 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 obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an

unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective thirty (30) days after mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt. The VENDOR may, by written notice to CITY effective thirty (30) days after mailing terminate this Agreement in whole or in part at any time (i) for VENDOR'S convenience, (ii) upon the failure of the

CITY to comply with any terms and conditions of this Agreement, or (iii) upon the City becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event either party terminates this Agreement, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated,

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

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

ARTICLE 18. GENERAL RELEASE

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

the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

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

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the

Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise

specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
RICHARD F. HERBEK
CITY MANAGER

BY: _____
DWIGHT HADLEY

DATE: _____

DATE: _____

APPROVED AS TO FORM:

MICHELLE KELSON
CORPORATION COUNSEL

CHERYL A. GROSS
COMPTROLLER

SCHEDULE A
SCOPE OF SERVICES

J. DWIGHT HADLEY, CPA

SCOPE OF SERVICES - CITY OF NEWBURGH - COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

Assignment shall consist of assisting the Director of Community Development in resolving audit issues contained in the U.S. Department of Housing and Urban Renewal (HUD) June 15, 2009 audit report and related issues addressed in several staff meetings with Mr. Vincent Hom, Director, New York Office of Community Planning and Development of HUD.

TASK will include:

1. Addressing how CDBG financial transactions are to be originated, managed, approved and recorded in both the City's KVS and HUD's IDIS accounting systems so they are in balance at all times.
2. To identify appropriate internal controls with segregation of duties to ensure no one employee is responsible for originating, approving, executing and recording any one transaction.
3. To assist the Director of Community Development in updating HUD's IDIS accounting system as directed by HUD from 2003 to current for revenues and expenditures that have not been posted.
4. In connection with (3.) above, to assist the Director of Community Development in reconciling the City's KVS and HUD's IDIS accounting systems from 2003 to current to ensure the two systems are in balance and that all eligible transaction have been accounted for.
5. Such other related task as directed by the Director of Community Development and the City Manager.

Compensation shall be at \$80 per hour plus out-of-pocket expenses, not to exceed \$6,900.



Habitat
for Humanity[®]
of Greater Newburgh

*Building
houses,
building
hope*

2 March 2012

Richard Herbeck
City of Newburgh, City Manager
83 Broadway
Newburgh, NY 12550

Dear Mr. Herbeck,

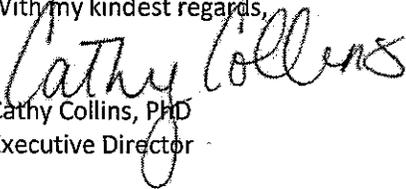
In September of 2009, Habitat for Humanity of Greater Newburgh won the bid of 5 properties (28 Courtney, 10 Catherine, 29 Liberty, 65 Courtney, and 68 Benkard). All of these sites were purchased to be used as part of the original obligated properties of the NSP (Neighborhood Stabilization Program) grant with Orange County Office of Community Development and the Housing Partnership Corporation. In November 2010, before starting the project, it became apparent that the development costs of 28 Courtney, which were projected to exceed \$330,000, were not in alignment with our model of affordability. Our Board of Directors voted to return this property to the City.

To satisfy our obligation to the NSP grant, we sought to purchase another property that would be substantially equivalent to 28 Courtney. At the April City of Newburgh property auction, we achieved that goal with the acquisition of 10 Lutheran. Over the course of the summer and fall, the Office of Community Development was determining how to make this transfer possible within the HUD system and with the City of Newburgh.

During discussions with the City, it came to light that there were concerns about water issues with 28 Courtney and the attached property at 26 Courtney. In looking at the potential options, we determined that the most cost effective method and the one that holds the most protection for the structural integrity of the home at 26 Courtney is to ameliorate the conditions of the roof at 28 Courtney. The roof has a gaping hole, which given its state of deterioration was present prior to our acquisition of the property. Over the years, the weather allowed in by this opening in the roof has caused extensive damage to the interior of the structure and possibly, superficial damage to the adjoining property. Closing in and sealing the hole will help stabilize the property and mitigate the potential of superficial damage to 26 Courtney. Upon agreement from the City of Newburgh to accept the property back, Habitat Newburgh will frame the opening and apply a patch as well tar the perimeter and flashing areas. Additionally, we will apply a new coat of reinforced roof mastic at 26 Courtney. While we are hopeful that these repairs will address the water leakage at 26 Courtney, Habitat Newburgh cannot assume any additional responsibility for repairs.

We regret that we are not able to turn 28 Courtney into an affordable home for one of our partner families; however, the other mentioned properties are all scheduled for completion by the end of this year. Your quick action on this matter will ensure that the funding remains available for us to achieve this goal.

With my kindest regards,


Cathy Collins, PhD
Executive Director

PO Box 1694
Newburgh, NY 12551-1694
(845) 568-6031
Fax: (845) 568-5631
www.habitatnewburgh.org

RESOLUTION NO.: 44-2012

OF

MARCH 26, 2012

A RESOLUTION RE-APPOINTING ADAM C. POLLICK AS MEMBER OF
THE WATERFRONT ADVISORY COMMITTEE

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Adam C. Pollick be and is hereby re-appointed to the Waterfront Advisory Committee for a three (3) year term commencing on April 1, 2012 and expiring March 31, 2015.

RESOLUTION NO.: 45 - 2012

OF

MARCH 26, 2012

RESOLUTION SCHEDULING A PUBLIC HEARING FOR APRIL 9, 2012
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
CHAPTER 270 "TAXATION" ARTICLE III "COLLECTION OF DELINQUENT
TAXES" OF THE CODE OF THE CITY OF NEWBURGH PROVIDING FOR
THE INSTALLMENT PAYMENT OF ELIGIBLE DELINQUENT TAXES
AND A LOCAL LAW AMENDING CITY CHARTER SECTION C8.45 ENTITLED
"INTEREST RATE ON LIENS FOR DELINQUENT TAXES,
WATER AND SEWER CHARGES AND SANITATION FEES"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law "Amending Chapter 270, 'Taxation', Article III entitled 'Collection of Delinquent Taxes' of the Code of the City of Newburgh to Provide for the Installment Payment of Eligible Delinquent Taxes" and a Local Law Amending Charter Section C8.45 entitled "Interest Rate on Liens for Delinquent Taxes, Water and Sewer Charges and Sanitation Fees"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 9th day of April, 2012, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

OF

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

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

SECTION 1 - TITLE

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

SECTION 2 - PURPOSE AND INTENT

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

SECTION 3 - AMENDMENT

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

"ARTICLE III

Collection of Delinquent Taxes

§270-23.1 Purpose.

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

§270-23.2 Definitions.

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

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

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

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

§270-23.3 Authorization.

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

§270-23.4 Terms.

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

- A. The maximum term of the installment agreement shall be 24 months.
- B. The payment schedule shall be monthly, quarterly or semi-annually.
- C. The required initial down payment shall be no less than ten (10%) percent but shall not exceed twenty-five (25%) percent of the eligible delinquent taxes.
- D. Eligible properties shall include all properties within the City of Newburgh.

§270-23.5 Eligibility.

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

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

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

§270-23.6 Amount due; payments.

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

§ 270-23.7. Interest and penalties.

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

§ 270.23.8. Default.

- A. The eligible owner shall be deemed to be in default of the agreement upon:
1. Non-payment of any installment within thirty (30) days from the payment due date;
 2. Non-payment of any tax, special ad valorem levy or special assessment which is levied subsequent to the signing of the agreement by the tax district, and which is not paid prior to the expiration of the warrant of the collecting officer; or
 3. Default of the eligible owner on another agreement made and executed pursuant to this section.
- B. In the event of a default, the City shall have the right to require the entire unpaid balance, with interest and late charges, to be paid in full. The City shall also have the right to enforce the collection of the delinquent tax lien pursuant to the applicable sections law, special tax act, charter or local law.
- C. Where an eligible owner is in default and the City does not either require the eligible owner to pay in full the balance of the delinquent taxes or elect to institute foreclosure proceedings, the City shall not be deemed to have waived the right to do so.

§ 270.23.9 Notification of potential eligible owners.

- A. Within forty-five (45) days after the list of delinquent taxes is filed with the Orange County Clerk, or as soon thereafter as practicable, the enforcing officer shall notify, by first class mail, all potential eligible owners of the possible eligibility to make installment payments on such tax delinquencies. The enforcing officer shall add One (\$1.00) Dollar to the amount of the tax lien for such mailing.
- B. The failure to mail any such notice, or the failure of the addressee to receive the same, shall not in any way affect the validity of taxes or interest prescribed by law with respect thereto.
- C. The enforcing officer shall not be required to notify the eligible owner when an installment is due.

§ 270.23.10 Effect on Tax Lien.

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

§ 270.23.11 Title Searches.

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

SECTION 4 - VALIDITY

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

SECTION 5 - EFFECTIVE DATE

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

DRAFT

LOCAL LAW NO.: _____ - 2012

OF

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

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

SECTION 1 - TITLE

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

SECTION 2 - AMENDMENT

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

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

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

SECTION 3 - VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

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

DRAFT

Underlining denotes additions

~~Strikethrough~~ denotes deletions