



## City of Newburgh Council Work Session

6:00 pm

September 5, 2013

### AGENDA

1. Presentations:
  - a. Newburgh Community Land Bank update and request for property – Madeline Fletcher, Director
2. Economic and Community Development/Real Estate:
  - a. A joint public hearing of City Council and the Planning Board will be held on Thursday, September 12 at 7:00 p.m. to receive comments on the proposed large-scale mixed use development special-use permit application of Mill Street Partners as it relates to the redevelopment of the mid-Broadway site.
  - b. A public hearing will be held on Thursday, September 12, 2013 at 7:00 p.m. to receive comment on an amendment to the Consolidated Housing and Community Development Strategy and Action Plan for Fiscal Year 2013.
    - (Res. 182) Approving the amended Consolidated Housing and Community Development Strategy and Action Plan for fiscal year 2013
  - c. (Res. 183) Approving a \$2,500.00 increase in CDBG funding for sub-recipients.
3. Grants/Contracts:
  - a. (Res. 184) Supplemental Agreement No. 5 with the NYS DOT to provide for \$388,841.00 of additional ARRA Funding to cover the City's cost associated with participation in the Robinson Avenue/Route 9W Construction Project.
  - b. (Res. 185) Amendment to the 2013 Budget to provide for the transfer of \$59,150.00 in order to pay Wallace, Roberts and Todd for the final nomination study and to authorize the Interim City Manager to enter into an escrow agreement with the Newburgh Community Action Committee as it relates to the completion of Step 2 of the Brownfield Opportunity Area grant application.
  - c. (Res. 186) License agreement with the Greater Newburgh Partnership, Inc. to allow for the painting and maintenance of a mural on the retaining wall located on City-owned property within the right of way along the east side of Colden Street.
  - d. (Res. 187) Authorizing the application to the Orange County Youth Bureau for 2014 grant funding.
4. Engineering:
  - a. Ty Crabb Park update

5. Discussion:
  - a. Proposed ordinance relating to drug paraphernalia and tobacco sales in the City of Newburgh
  - b. (Res. 188) Resolution to dedicate the portion of Liberty Street between Third and Farrington Street as Reverend Sylvester McClearn Way.
  - c. Continuation of the public hearing regarding the proposed increase to some parking violations
  - d. Towing fees
  - e. (Res. 189) Accepting a donation of a peace pole from the Peace Bell Organization
  
6. Executive Session:
  - a. Pending Litigation

RESOLUTION NO.: 182 - 2013

OF

SEPTEMBER 12, 2013

**A RESOLUTION APPROVING THE CITY OF NEWBURGH'S AMENDED CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR FISCAL YEAR 2013**

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

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

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

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

WHEREAS, the U.S. Department of Housing and Urban Development has increased the award amount by \$179,561.00 and requires an amendment of Resolution #224-2012; and

WHEREAS, this one-year Action Plan contains the following amended activities and budget for the City's 2013 Community Development Block Grant Entitlement Program;

Activity	Current Amount	Amended Budget	Add. Amt
1. Youth Services:	\$73,000.00	\$93,000.00	\$20,000.00
2. Façade Improvement Program	\$150,000.00	\$200,000.00	\$50,000.00
3. Downing Park Greenhouse	\$100,000.00	\$200,000.00	\$100,000.00
4. Scattered Sidewalk Program	100,000.00	\$109,561.00	\$9,561.00
<b>TOTAL :</b>			<b>\$179,561.00</b>

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Newburgh, New York does hereby approve the Amended Action Plan and associated budget; and

**BE IT FURTHER RESOLVED,** that the City Manager be and is hereby designated the official representative of the City of Newburgh and is hereby authorized to sign the one-year Action Plan contract, and he is further directed and authorized to act in connection with the submission of a one-year Amended Action Plan and to provide such additional information as may be required.

RESOLUTION NO.: 183 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
AMENDING RESOLUTION NO.: 126-2013 OF JUNE 19, 2013 - AN AGREEMENT FOR  
YOUTH SERVICES SUBCONTRACTS OF FY 2013 COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the City Council of the City of Newburgh approved the allocation of Community Development Block Grant ("CDBG") funds to specific youth sub-contracts as a part of Resolution No. 126 - 2013 of June 19, 2013; and

WHEREAS, U.S. Department of Housing and Urban Development has increased the amount of funding awarded to the City of Newburgh for Federal Year 2013 entitlement funds; and

WHEREAS, this Council has determined the best use of the funds is an increase of funding by \$2,500.00 to the recipients awarded funds as a part of Resolution No. 126-2013 of June 19, 2013;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 126-2013 of June 19, 2013 is amended to increase funding by \$2,500.00 to each sub-recipient set forth therein and that the Interim City Manager be and he is hereby authorized to amend the execute an agreement between the City of Newburgh and the following sub-recipients:

Organization	Funding Requested	Project Description
SUNY Orange	\$7,500.00	<b>STEP Program:</b> Students Taking an Effective Path to Success addresses improving educational outcomes for 15 young people
Newburgh Armory Unity Center	\$7,500.00	<b>Summer Weekend Program:</b> Launch weekend program including reading, gardening and sports (evening basketball and workshops).
Ebenezer Baptist Church	\$7,500.00	<b>Hook Elite Boxing Club:</b> funding boxing program including mentoring at risk youth.

Nora Cronin	\$7,500.00	<b>Graduate Support Program:</b> Funding a middle school graduate mentor program to assisting students to transition into high school.
Literacy Orange	\$7,500.00	<b>Afterschool Reading Program:</b> financial literacy program and family literacy development for 16 7th, 8th, & 9th graders.

YMCA	\$7,500.00	<b>Leaders Club:</b> Provide Leadership training, personal growth and development to Newburgh Youth providing teens with role models.
Northeast Gateway to Freedom	\$7,500.00	<b>Kidz Initiative:</b> an after school dinner & Life Center. Summer Initiative. Funding weekly field trips
Newburgh Zion Lions	\$7,500.00	<b>Summer Basketball League</b>
O.C. Hoops	\$7,500.00	<b>The Rock Roundball Classic:</b> Grass Roots summer basketball program to be located at the Armory

Youth Empowerment Program	\$7,500.00	<b>YEP:</b> Funding to support mentoring and life skills, educational support, literacy program.
Holy Trinity	\$7,500.00	<b>Summer Olympics:</b> Funding for 2 week, 9 sport summer Olympics.
BBBS	\$7,500.00	<b>Mentoring Program:</b> expanding their impact on Newburgh Community
<b>Total Funding to be Awarded:</b>		<b>\$90,000.00</b>

RESOLUTION NO.: 184 - 2013

OF

SEPTEMBER 12, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE SUPPLEMENTAL AGREEMENT NO.: 5 WITH  
THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION IN CONNECTION  
WITH ADDITIONAL CONSTRUCTION INSPECTION WORK ON ROBINSON  
AVENUE/ROUTE 9W TO PROVIDE FOR FUNDING IN THE AMOUNT OF \$388,841.00  
WITH ONE HUNDRED PERCENT REIMBURSEMENT THEREOF VIA  
THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FROM FEDERAL  
ECONOMIC RECOVERY ACT FUNDS**

**WHEREAS**, the **Reconstruction of Robinson Avenue: Broadway-North City Line** Identified as PIN 8239.16, an Economic Recovery Project (hereinafter "the Project") in the **City of Newburgh, in Orange County**, is eligible for funding under Title 23 US Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds; and

**WHEREAS**, Resolution No 176-2009 adopted by the City Council of the City of Newburgh on November 16, 2009 approved of and agreed to provide 100% of the non-federal share of the costs of construction and construction inspection work; and

**WHEREAS**, it was subsequently found necessary to undertake additional construction inspection work not contemplated in the original agreement authorized by the previous Resolution; and

**WHEREAS**, it has been found necessary to increase the federal and non-federal share of costs for the additional construction inspection work for the Project; and

**WHEREAS**, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of additional construction inspection;

**NOW, THEREFORE**, the City Council of the City of Newburgh, New York, duly convened does hereby:

**RESOLVE**, that the City Council of the City of Newburgh hereby approves the Project; and it is hereby further

**RESOLVED**, that the City Council of the City of Newburgh agrees to advance the Project through the City of Newburgh's resources and agrees that the City of Newburgh's Council hereby authorizes the City of Newburgh to pay in the first instance the full federal and full non-federal costs of any and all phases(s) or portions thereof; and

**RESOLVED**, that the City Council of the City of Newburgh makes a 100% commitment of the non-federal share (if any) of the additional cost of Construction Inspection phases(s) of work for the Project or portions thereof, with the federal share of such costs to be applied directly by the New York State Department of Transportation ("NYSDOT") pursuant to the State/Local Agreement; and it is hereby further; and

**RESOLVED**, that the sum of \$388,841.00 (\$8,968,841.00 minus previous of \$8,580,000.00) is hereby appropriated from Robinson Avenue ARRA Funding, H1.0000.4286.5100.2010, and made available to cover the cost of participation in the above phase of the Project; and it is further

**RESOLVED**, that upon the completion of the construction of the Project, or a fully usable portion thereof, the City of Newburgh agrees to maintain the Project, or fully usable portion thereof, at their sole cost and expense; and it is hereby further

**RESOLVED**, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of the City of Newburgh shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the **City Manager** thereof, and it is further

**RESOLVED**, that the City Manager is hereby authorized to execute all necessary Agreements or certifications on behalf of the City of Newburgh, subject to the City of Newburgh's Attorney's approval as to form and content, with NYSDOT in connection with the advancement or approval of the Project identified in the State/Local Agreement; and providing for the administration of the Project and the City of Newburgh's first instance funding of the non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

**RESOLVED**, that in addition to the Interim City Manager, the following municipal titles: Mayor, Commissioner of Public Works, City Engineer, Corporation Counsel and Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the City of Newburgh, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

**RESOLVED**, that a certified copy of this resolution shall be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

**RESOLVED**, this Resolution shall take effect immediately.

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF ORANGE )

I, \_\_\_\_\_, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said \_\_\_\_\_ at a meeting duly called and held at the \_\_\_\_\_ on \_\_\_\_\_ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Clerk, City of Newburgh

**Supplemental Agreement Cover** for Local Agreements (11/12)

MUNICIPALITY/SPONSOR: **City of Newburgh**

PIN: **8239.16**

BIN: **N/A**

Comptroller's Contract No: **D017299**

Supplemental Agreement No. **5**

Date Prepared & By: **08/29/2013dh**

**SUPPLEMENTAL AGREEMENT NO 5 to D017299**

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at  
50 Wolf Road, Albany, New York, 12232, on behalf of New York State ("State");

And

**City of Newburgh** (the Municipality/Sponsor)

Acting by and through the **City Manager**

With its office at **83 Broadway, City of Newburgh, Orange County, New York**

This amends the existing Agreement between the parties in the following respects only:

- Amends a previously adopted Schedule A by:
  - amending a project description
  - amending the contract end date
  - amending the scheduled funding by:
    - adding additional funding:
      - adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
      - adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
    - increasing funding for a project phases(s) – construction - \_\_\_\_\_
    - adding a pin extension (.323)
    - change from Non-Marchiselli to Marchiselli
    - deleting/reducing a project phase(s)
    - other (xxxxx)
- Amends a previously adopted Schedule "B"
- Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act
- Amends the Text of the Agreement as follows:

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 8239.16**

<b>OSC Municipal Contract #:</b> D017299	<b>Contract Start Date:</b> 5/25/2001 <sub>(mm/dd/yyyy)</sub>	<b>Contract End Date:</b> 12/30/2012 <sub>(mm/dd/yyyy)</sub> <input type="checkbox"/> Check, if date changed from the last Schedule A	
<b>Purpose:</b>	<input type="checkbox"/> Original Standard Agreement	<input checked="" type="checkbox"/> Supplemental Schedule A No. 5	
<b>Agreement Type:</b>	<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Newburgh Other Municipality/Sponsor (if applicable):		
	<input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small>		
	<input type="checkbox"/> Municipality:	% of Cost share	
	<input type="checkbox"/> Municipality:	% of Cost share	
	<input type="checkbox"/> Municipality:	% of Cost share	
<b>Authorized Project Phase(s) to which this Schedule applies:</b>	<input checked="" type="checkbox"/> PE/Design	<input checked="" type="checkbox"/> ROW Incidentals	
	<input checked="" type="checkbox"/> ROW Acquisition	<input checked="" type="checkbox"/> Construction/CI/CS	
<b>Work Type:</b> HWY RECONST	<b>County (If different from Municipality):</b>		
<b>Marchiselli Eligible</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>(Check, if changed from last Schedule A):</small>			
<b>Project Description:</b> Robinson Avenue: First Street-North City Line, City of Newburgh cont. on footnoote.			
<b>Marchiselli Allocations Approved FOR ALL PHASES</b> <small>To compute Total Costs in the last row and column, right click in each field and select "Update Field."</small>			
<small>Check box to indicate change from last Schedule A</small>	<b>State Fiscal Year(s)</b>	<b>Project Phase</b>	<b>TOTAL</b>
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	PE/Design \$106,000.00	ROW (RI & RA) \$9,000.00
<input type="checkbox"/>	Current SFY	Construction/CI/CS \$1,087,000.00	\$1,202,000.00
	Authorized Allocations to Date	\$	\$ 0.00
		\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8239.16.121	Current	STP (80%)	\$894,000.00	\$715,200.00	\$134,100.00	\$44,700.00	\$0.00
	Old	STP (80%)	\$894,000.00	\$715,200.00	\$134,100.00	\$44,700.00	\$0.00
8239.16.221	Current	STP (80%)	\$38,090.00	\$30,472.00	\$5,713.50	\$1,904.50	\$0.00
	Old	STP (80%)	\$38,090.00	\$30,472.00	\$5,713.50	\$1,904.50	\$0.00
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
<b>TOTAL CURRENT COSTS:</b>			\$932,090.00	\$745,672.00	\$139,813.50	\$46,604.50	\$ 0.00

NYS DOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8239.16.321 322.323	Current	Other (see footnote)	\$8,968,841.00	\$8,968,841.00	\$0.00	\$0.00
	Old	Other (see footnote)	\$8,580,000.00	\$8,580,000.00	\$0.00	\$0.00
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
<b>TOTAL CURRENT COSTS:</b>			\$8,968,841.00	\$8,968,841.00	\$ 0.00	\$ 0.00

<b>C. Total Local Deposit(s) Required for State Administered Projects:</b>	\$0.00
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**D. Total Project Costs** To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$9,714,513.00	\$139,813.50	\$0.00	\$46,604.50	\$9,900,931.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Doreen Holsopple</u> Phone No: <u>845-431-5977</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.



**APPENDIX 2-S  
IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

**Supplemental Agreement Cover** for Local Agreements (11/12)  
MUNICIPALITY/SPONSOR: **City of Newburgh**  
PIN: **8239.16**  
BIN: **N/A**  
Comptroller's Contract No: **D017299**  
Supplemental Agreement No. **5**  
Date Prepared & By: **08/29/2013dh**

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

**Approved for the Municipality/Sponsor**

**Municipality/Sponsor Attorney:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013 before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution or other authorization which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
For Commissioner of Transportation

APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the Acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract.

COMPTROLLER'S APPROVAL:  
By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law § 112

RESOLUTION NO.: 185 -2013

OF

SEPTEMBER 12, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH AMENDING RESOLUTION NO: 223-2012, THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER FIFTY-NINE THOUSAND ONE HUNDRED FIFTY (\$59,150.00) DOLLARS FROM AUDITING SERVICES TO PLANNING AND MANAGEMENT DEVELOPMENT - OTHER SERVICES TO PAY WALLACE, ROBERTS AND TODD FOR THE FINAL NOMINATION STUDY AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN ESCROW AGREEMENT WITH THE NEWBURGH COMMUNITY ACTION COMMITTEE IN CONNECTION WITH THE COMPLETION OF STEP 2 BROWNFIELD OPPORTUNITY AREA PROGRAM GRANT FROM THE NEW YORK STATE DEPARTMENT FOR THE NORTHERN NEWBURGH BROWNFIELD OPPORTUNITY AREA

WHEREAS, the Newburgh Community Action Committee ("NCAC") has applied for and was awarded a Step 2 Brownfield Opportunity Area Program grant from the New York State Department of State to complete a Nomination for a 137 acre area characterized by at least two large brownfield sites that are located within the northern section of the City of Newburgh with the primary objective to return long dormant brownfield sites to productive economic and social use (the "Project"); and

WHEREAS, the NCAC has applied for a Step 3 Brownfield Opportunity Area Program grant from the New York State Department of State to complete an Implementation Strategy for the Project, which includes funding for site assessment activities on the parcel of land known as 5 Scobie Drive and more accurately described as Section 1, Block 1, Lot 6 as shown on the tax map of the City of Newburgh (the "IDA Property") owned by the City of Newburgh Industrial Development Agency (the "IDA"); and

WHEREAS, the City and the IDA are parties to an Agreement to facilitate the relocation of Hudson Valley Lighting, Inc. to the IDA Property; and

WHEREAS, the NCAC requires the assistance of the City to complete the Nomination phase of the Project in order to be eligible for a grant award to complete the Step 3 Implementation Strategy for the Project; and

WHEREAS, completion of the Nomination phase of the Project and the award of the Step 3 Implementation Strategy grant is necessary for the redevelopment of the City and non-City

brownfield sites and for the successful relocation of Hudson Valley Lighting, Inc. to the IDA Property; and

**WHEREAS**, the completion of the Nomination phase requires the payment of Fifty-nine Thousand One Hundred Fifty (\$59,150.00) Dollars to Wallace, Roberts and Todd for the completed Nomination Study, as well as certain other costs and expenses incurred by consultants engaged by the NCAC and the disbursement of grant funds in the Step 2 Nomination phase in furtherance of the Project ("Expenses"); and

**WHEREAS**, the City and the NCAC wish to enter into an Agreement, which includes the establishment of an Escrow Fund to govern the payment by the NCAC of certain expenses related to the Project;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to make a payment of Fifty-nine Thousand One Hundred Fifty (\$59,150.00) Dollars to Wallace, Roberts and Todd for the completed Nomination Study and that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1976 - Auditing Services	\$59,150.00	
A.8684 - Planning and Management Development .0448 - Other Services		\$59,150.00

and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, that the Interim City Manager be and he is hereby authorized Committee in substantially the same form and with other provisions as Corporation Counsel may require for the payment of certain costs and expenses in connection with Step 2 Brownfield Opportunity Area Program grant from the New York State Department of State.

**AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **THE CITY OF NEWBURGH**, a New York municipal corporation with offices at 83 Broadway, Newburgh, New York (the "City") and the **NEWBURGH COMMUNITY ACTION COMMITTEE**, a domestic not-for-profit corporation with offices at Grand Street, Newburgh, New York (the NCAC"):

**WITNESSETH :**

WHEREAS, the City desires to facilitate redevelopment of City and Non-City property for commercial and other appropriate uses in the northern section of the City; and

WHEREAS, the NCAC has applied for and was awarded a Step 2 Brownfield Opportunity Area Program grant from the New York State Department of State to complete a Nomination for a 137 acre area characterized by at least two large brownfield sites that are located within the northern section of the City of Newburgh with the primary objective to return long dormant brownfield sites to productive economic and social use (the "Project"); and

WHEREAS, the NCAC has applied for a Step 3 Brownfield Opportunity Area Program grant from the New York State Department of State to complete an Implementation Strategy for the Project, which includes funding for site assessment activities on the parcel of land known as 5 Scobie Drive and more accurately described as Section 1, Block 1, Lot 6 as shown on the tax map of the City of Newburgh (the "IDA Property") owned by the City of Newburgh Industrial Development Agency (the "IDA"); and

WHEREAS, the City and the IDA are parties to an Agreement to facilitate the relocation of Hudson Valley Lighting, Inc. to the IDA Property; and

WHEREAS, the NCAC requires the assistance of the City to complete the Nomination phase of the Project in order to be eligible for a grant award to complete the Step 3 Implementation Strategy for the Project; and

WHEREAS, completion of the Nomination phase of the Project and the award of the Step 3 Implementation Strategy grant is necessary for the redevelopment of the City and non-City brownfield sites and for the successful relocation of Hudson Valley Lighting, Inc. to the IDA Property; and

WHEREAS, the completion of the Nomination phase requires the payment of certain costs and expenses incurred by consultants engaged by the NCAC and the disbursement of grant funds in the Step 2 Nomination phase in furtherance of the Project ("Expenses"); and

WHEREAS, the City and the NCAC wish to enter into an Agreement, which includes the establishment of an Escrow Fund to govern the payment by the NCAC of certain Expenses related to the Project; and

WHEREAS, the City and the NCAC desire to appoint the City Comptroller as escrow agent (the "Escrow Agent"), and the Escrow Agent agrees to serve in such capacity and act in accordance with the provisions hereof,

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the NCAC agree as follows:

1. The City shall make a payment of \$59,150.00 to WRT for the Nomination Study completed by WRT in connection with the Step 2 Nomination Phase of the Project.

2. Escrow Agent. The City and the NCAC hereby appoint the Escrow Agent to act in accordance with the provisions of this Escrow Agreement, and hereby designate it with the authority to receive, deposit and withdraw said funds from the Escrow Fund in order to pay the Expenses, as those terms have been defined herein.

3. Escrow Fund. The City shall open an interest bearing account for the deposit of the Step 2 Nomination Phase grant funds (the "Escrow Fund"). The NCAC, upon receipt of any Step 2 Nomination Phase grant funds from the NYS Department of State, shall tender such funds to the City for deposit into the Escrow Fund.

4. Use of Escrow Fund. The Escrow Fund shall be used to pay reimbursements for all eligible Project Expenses.

5. Consultants. The City reserves the absolute right in its full discretion to review the Step 2 Nomination Phase work of the Project Consultants and/or terminate their retention.

6. Consultants Invoices. The City shall require that all invoices submitted by the consultants ("Consultant(s) Invoice(s)") to the City in connection with the Project shall set forth in written form with sufficient specificity (i) descriptions of all work performed on a daily basis, (ii) total time spent performing such work on a daily basis, (iii) the charge for such work, including individual billing rates, (iv) a particular statement of any disbursements charged, and (v) the total fees charged for each bill or invoice. (vi) The City shall require that invoices comport with the defined tasks as defined in the Nomination Study Scope of Work. The Consultants Invoices shall be transmitted to the Escrow Agent, who shall transmit a copy by mail or facsimile to the duly authorized representative of the NCAC as soon as reasonably possible after receipt of same, for review and approval.

7. Approval of Invoices; Objections. The City shall have the power to review, approve and authorize the Escrow Agent to promptly release that amount of the Escrow Fund to pay the invoiced Expenses. Prior to making payment of any of the Expenses out of the Escrow Fund, the City and/or the Escrow Agent shall be entitled to request additional information or further documentation with respect to the accuracy and veracity of any bill, invoice and/or statement for services which is tendered to the Escrow Agent in connection with the Project. In the event that the City disapproves a Consultant Invoice or receives a written objection to any Consultant Invoice within seven (7) business days of NCAC's receipt of such

Invoice, the Escrow Agent may pay from the Escrow Fund any undisputed portion of the Consultant Invoice as set forth herein. All objections hereunder shall provide a detailed elaboration describing the disputed task and associated costs.

8. Appeals Procedure. In the event the City disapproves a Consultant Invoice or the Escrow Agent receives a timely objection to any Consultant Invoice as set forth above, the City and the Consultant and/or NCAC and/or other objecting party shall affirmatively seek to resolve said disagreement in a timely manner. If they are unable to resolve the disagreement within five (5) days of the City's disapproval or the Escrow Agent's receipt of the written objection as set forth above, the Escrow Agent shall refer such dispute to (" ") for its review and determination. The Escrow Agent shall provide with true and correct copies of all written records relevant to the dispute, and shall examine the record and issue a written decision within five (5) business days of its receipt of the written objection regarding the reasonableness of the disputed expense. The determination of the shall be reasonable and binding. The Parties agree that the Escrow Agent may pay from the Escrow Fund reasonable Expenses as determined by the

9. Accounting. The Escrow Agent shall provide the NCAC and/or the NYS Department of State with a full written accounting of the Escrow Fund within thirty (30) days of any written request thereof.

10. Payment of All Consultants Invoices. The NCAC shall ensure that all Consultants Invoices regarding the Expenses are submitted to the City until all Consultant Invoices are paid in full as set forth herein and the Step 2 Nomination grant has been closed out with the NYS Department of State (the "Termination Date"). In no event shall the Escrow Fund remain in effect more than 60 days after the Termination Date.

11. Refund of Escrow Fund. At the expiration of the Termination Date, the Escrow Agent shall pay to the Developer the balance of the proceeds contained within the Escrow Fund.

12. Indemnity. The Escrow Agent and undertake to perform only such duties as are specifically set forth in this Escrow Agreement. The Escrow Agent and shall not be liable for any action taken or omitted by them in good faith and believed by them to be authorized hereby or within the rights or powers conferred upon them hereunder, nor shall they be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind, unless caused by their own gross negligence or willful misconduct. The City and the NCAC, in equal part, shall indemnify the Escrow Agent and and hold them harmless from and against, and shall reimburse them with respect to, any and all losses, damages, liabilities, claims, costs and expenses, including reasonable attorneys' fees, incurred by the Escrow Agent and in connection with their duties hereunder.

13. Entire Understanding. This Agreement contains the entire understanding of the parties who hereby acknowledge that there has been and there are no representations, warranties, covenants or understandings other than those expressly set forth herein.

14. Modification. Neither this Agreement nor any provision hereof, shall be amended or modified, or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. This Agreement and the provisions hereof may not be modified, changed, waived, discharged or terminated orally.

15. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties, their related entities, successors and assigns.

16. Legal Interpretation. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York.

17. Severability. Should any provision contained within this Agreement be determined to be invalid or illegal, such invalidity or illegality shall not affect in anyway any other provision hereof, all of which shall continue, nevertheless, in full force and effect.

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

To the City:

City of Newburgh  
City Hall – 83 Broadway  
Newburgh, New York 12550  
Attention: James A. Slaughter, Interim City Manager

City of Newburgh  
City Hall – 83 Broadway  
Newburgh, New York 12550  
Attention: Kathryn Nivins, Acting City Comptroller

with a copy to:

City of Newburgh  
City Hall – 83 Broadway  
Newburgh, New York 12550  
Attention: Michelle Kelson, Esq., Corporation Counsel

To the NCAC:

With a copy to:

**IN WITNESS WHEREOF**, this Agreement has been executed as of the date first above written.

**CITY OF NEWBURGH**

By:

\_\_\_\_\_  
James A. Slaughter, Interim City Manager

Dated: \_\_\_\_\_

**NEWBURGH COMMUNITY ACTION COMMITTEE**

By:

\_\_\_\_\_

Dated: \_\_\_\_\_

RESOLUTION NO.: 180 - 2013

OF

SEPTEMBER 12, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO  
A LICENSE AGREEMENT WITH THE GREATER NEWBURGH PARTNERSHIP, INC.  
TO ALLOW FOR THE PAINTING AND MAINTENANCE OF A MURAL ON THE  
RETAINING WALL LOCATED ON CITY-OWNED PROPERTY  
WITHIN THE RIGHT OF WAY ALONG THE EAST SIDE OF COLDEN STREET**

**WHEREAS**, The Greater Newburgh Partnership, Inc. ("GNP") is a non-profit organization created for the improvement of the City of Newburgh, the greater Newburgh area and its many stakeholders; and

**WHEREAS**, the City of Newburgh is the owner of real property located within the ROW along the East side of Colden Street as defined by the Right of Way boundary of the area formerly known as Smith Street, together with a parcel of land acquired by the New York State Department of Transportation from Varick Homes Housing Development Fund Company, Inc. as depicted on Map 38 Section 45 on June 18, 1984 and as shown on New York State Department of Transportation Alignment Plan, Drawing No. 10, dated December 1984, City of Newburgh, New York; and

**WHEREAS**, the GNP has offered to provide services to the City by painting a mural and maintaining same on the aforementioned property and has requested access to the property to conduct these activities; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into the attached license agreement with The Greater Newburgh Partnership to allow access to City-owned property within the ROW along the East side of Colden Street as defined by the Right of Way boundary of the area formerly known as Smith Street, together with a parcel of land acquired by the New York State Department of Transportation from Varick Homes Housing Development Fund Company, Inc. as depicted on Map 38 Section 45 on June 18, 1984 and as shown on New York State Department of Transportation Alignment Plan, Drawing No. 10, dated December 1984, City of Newburgh, New York for the purpose of painting and maintaining a mural.

## LICENSE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, two thousand and thirteen, by and between the GREATER NEWBURGH PARTNERSHIP, INC., with offices at \_\_\_\_\_ as "LICENSEE"; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor on behalf of itself and its employees, agents and contractors in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following title:

### SCHEDULE "A"

Within the ROW along the East side of Colden Street as defined by the Right of Way boundary of the area formerly known as Smith Street, together with a parcel of land acquired by the New York State Department of Transportation from Varick Homes Housing Development Fund Company, Inc. as depicted on Map 38 Section 45 on June 18, 1984 and as shown on New York State Department of Transportation Alignment Plan, Drawing No. 10, dated December 1984, City of Newburgh, New York

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

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

First: Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located within the ROW along the East side of Colden Street as defined by the Right of Way boundary of the area formerly known as Smith Street, together with a parcel of land acquired by the New York State Department of Transportation from Varick Homes Housing Development Fund Company, Inc. as depicted on Map 38 Section 45 on June 18, 1984, as shown on the Map attached hereto as Schedule "A" and the retaining wall situated thereon, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of creating and painting a mural on the wall and maintaining said mural on property owned by Licensor. No permanent improvements may be erected on the premises.

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

Third: Licensor acknowledges that the use of the subject properties shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

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

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

Sixth: This Agreement and the license or privilege term commences on the date of this Agreement and will be subject to renewal on mutual agreement of both parties for additional one (1) year terms each.

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

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

*Remainder of this page intentionally left blank*

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By:

\_\_\_\_\_  
James A. Slaughter, City Manager

GREATER NEWBURGH  
PARTNERSHIP, INC.

LICENSEE

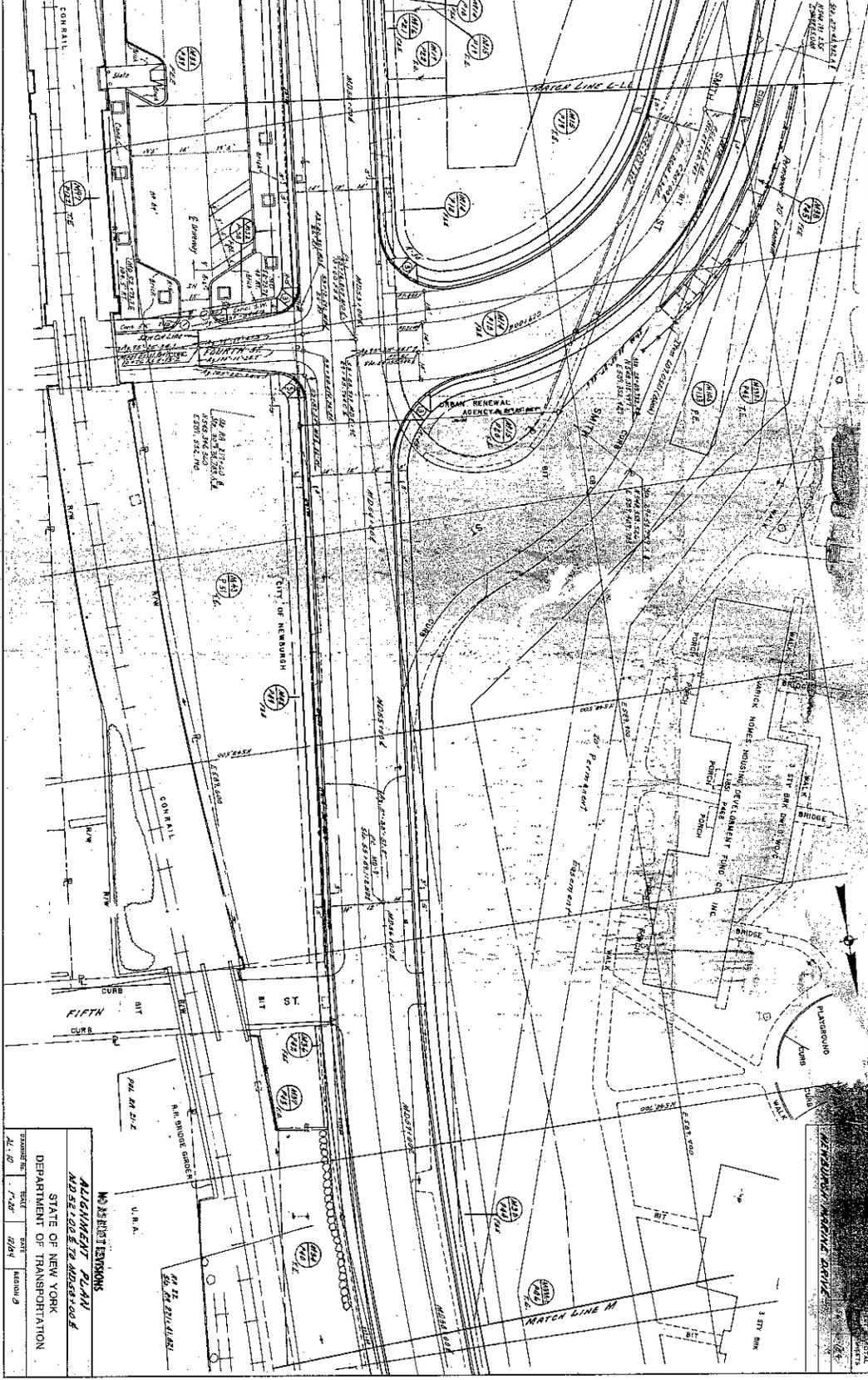
By:

\_\_\_\_\_  
Name:  
President

Approved as to form:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_  
JOHN J. ABER  
City Comptroller



NO. 358187-10  
 ALIGNMENT PLAN  
 STATE OF NEW YORK  
 DEPARTMENT OF TRANSPORTATION

DATE	BY	CHKD	REVISION
11-20	1-30	2024	3

1500 U76

RESOLUTION NO.: 187 -2013

OF

SEPTEMBER 12, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO SUBMIT AN APPLICATION TO THE ORANGE COUNTY YOUTH BUREAU FOR  
2014 GRANT FUNDING TO SUPPORT PROGRAMS FOR ORANGE COUNTY YOUTH  
TO ALLOW FOR THE CONTINUATION OF THE PLAYGROUND ON WHEELS  
AND THE YOUTH VOICE PROGRAMS**

**WHEREAS**, the Orange County Youth Bureau has advised that they are accepting applications for 2014 grant funding to support programs for Orange County Youth ages 21 and under which provide services, opportunities, and is designed to improve youth and community outcomes; and

**WHEREAS**, the Youth Bureau wishes to submit an application for grant funding to allow for the continuation of the Playground on Wheels and Youth Voice Programs; and

**WHEREAS**, the Playground on Wheels is a seven (7) week summer program which was created to provide extended recreation and educational daily activities to youth that reside in low income neighborhoods with high drug traffic, lack of parental supervision, and are economically disadvantaged; and

**WHEREAS**, the Youth Voice Program Project is designed to engage young people with leaders in the community and create a youth community newspaper which will publish once a month; and

**WHEREAS**, this Council has determined that making such application is in the best interests of the City of Newburgh and its youth;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to submit an application on behalf of the City of Newburgh Youth Bureau to the Orange County Youth Bureau for grant funding to allow for the continuation of the Playground on Wheels and the Youth Voice Programs; and

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**BE IT FURTHER RESOLVED**, that the Interim City Manager is further authorized to accept such grant if awarded and to execute the necessary documents as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 188 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION DEDICATING A PORTION OF LIBERTY STREET  
FROM FARRINGTON STREET TO THIRD STREET  
TO REVEREND SYLVESTER MCCLEARN WAY

WHEREAS, Reverend Sylvester McClearn was very deeply committed to the youth and families of the City of Newburgh, New York; and

WHEREAS, Reverend McClearn and Wife Billie Marie owned and operated the House of Fashion, the Go Young Shop, the Ice Cream Hut and Mom's Kitchen on Broadway in the City of Newburgh; formed and sponsored two basketball teams and two softball teams; and

WHEREAS, in 1974 the McClearn's were recognized in Black Enterprise Magazine as up and coming entrepreneurs in the United States; and

WHEREAS, Reverend McClearn was regarded as one of the hardest working Pastors, an active participant in the civil rights movement, and a community leader for his involvement as President of the Greater Newburgh Ministerial Association, as a campaign leader for education, and his involvement with the Newburgh Drug Task Force, NAACP, New City Partners of Newburgh, the Black Ministerial Fellowship of Newburgh, as five year Chairman for the Dr. Martin Luther King Jr. Celebration, Chairman of the Black and Hispanic Coalition of Newburgh, champion for voter registration, and Founder and Chairman of the Board of Newburgh Interfaith Emergency Housing for the Homeless; and

WHEREAS, Reverend McClearn received numerous awards for his love and dedication to our community; and received awards such as Newburgh Distinguished Citizen, Martin Luther King Jr. Distinguished Service, Most Deserving Black, Human Rights Commission, Founders Certificate of Appreciation for Project Life, Most Prestigious Black, Certificate of Special Congressional Recognition, Coalition for People's Rights Appreciation, the City of Newburgh Certificate of Appreciation, African American History Committee, Orange County Distinguished Services, Black Ministerial Fellowship Presidential Award of Excellence and Newburgh Drug and Alcohol Extraordinary Service Award; and

WHEREAS, it is fitting and appropriate that Rev McClearn's life and the heritage of his work be permanently memorialized by the City of Newburgh to serve as a reminder of the principles he represented and of our ongoing obligations to treat one another with tolerance, compassion and understanding;

**NOW, THEREFORE, BE IT RESOLVED**, that the street known as Liberty Street, from Farrington Street to Third Street, shall be dedicated as "Rev. Sylvester McClearn Way" ; and

**BE IT FURTHER RESOLVED**, that the Interim City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

RESOLUTION NO.: 189 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION ACCEPTING A DONATION OF A PEACE POLE  
FOR THE PARK AT THE FOOT OF BROADWAY  
FROM THE PEACE BELL ORGANIZATION

WHEREAS, the Peace Bell Organization has generously offered to donate a peace pole to the City of Newburgh; and

WHEREAS, this peace poll will replace the current pole in the park at the foot of Broadway; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh and its further enhancement to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a peace poll from the Peace Bell Organization for the park at the foot of Broadway, with the sincere thanks of the City Council on behalf of all of the residents of the City of Newburgh.