



City of Newburgh Council Work Session

6:00 pm
April 5, 2012

AGENDA

1. Procedural Items related to April 9 City Council Meeting:
 - a. Approval of the minutes of last month's meetings
 - b. Referral of litigation matters to the Corporation Counsel

2. Presentations:
 - a. Virtual Town Hall – Millard Rose
 - b. Workforce Development Initiative status report – LaToya Johnson, Program Coordinator
 - (Res. 52) Authorization to enter into a second contract extension with WDI to provide services related to the Newburgh Builds Newburgh programs at an additional cost of \$14,350.00.

3. Public Hearing Scheduled for Monday April 9, 2012:
 - a. (Local Law No. 1) Amendment to Chapter 270 "Taxation" to provide for installment payments of eligible delinquent taxes
 - b. (Local Law No. 2) Amendment to Charter Section C8.45 to lower the interest rate on eligible delinquent taxes

4. Grants and Agreements:
 - a. (Res. 49) Authorization to apply for and accept the Orange County Youth Bureau 2012 Teen Solutions Grant in an amount not to exceed \$21,290 with no matching funds required. This grant will be used to increase services to youth in evenings and weekends in order to help reduce at-risk behavior.
 - b. (Res. 50) Authorization to enter into an Access Agreement with Central Hudson Gas & Electric in order to move forward with the manufactured gas plant clean up project.

5. Planning and Development/Real Estate:
 - a. (Res. 51) Authorization to support the Local Government Efficiency Grant application for continued participation in the Pace Land Use Law Center Mayor's Redevelopment Roundtable Program
 - b. Mid-Broadway site – review of information submitted by developers in response to the City's Request for Qualifications made last year

- c. (Res. 53) Authorizing the award of a bid and the execution of an agreement with Economy Cleaners to provide uniform cleaning services to the Newburgh Police Department.

6. Executive Session:

- a. Pending Litigation

An Emergency Meeting of the City Council of the City of Newburgh was held on Friday, March 9, 2012 at 6:00 P.M. in the Council Chambers at City Hall, 3rd Floor, 83 Broadway, Newburgh, New York 12550.

Present: Mayor Kennedy, presiding; Councilwoman Angelo,
Councilman Dillard, Councilwoman Lee-4

Absent: Councilman Brown-1

The Prayer was led by Lillie Howard and the Pledge of Allegiance was performed in unison.

Mayor Kennedy remarked that Councilman Brown was out of town. He was going to try to make every effort to be here tonight. She pointed out that this is an emergency meeting of the city council. They are going to consider one resolution this evening and then call a vote for it. Community input is not going to be granted at this time. A regular scheduled meeting of the City Council will follow on the evening of Monday, March 12th.

RESOLUTION NO.: 29 - 2012

OF

MARCH 9, 2012

A RESOLUTION REQUESTING THE GOVERNOR TO APPOINT A
SPECIAL PROSECUTOR TO INVESTIGATE THE POLICE-INVOLVED
SHOOTING OF MICHAEL LEMBHARD

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that it hereby requests Governor Andrew M. Cuomo appoint a special prosecutor to investigate the police involved shooting of Michael Lembhard in the City of Newburgh.

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

Ayes- Councilwoman Angelo, Councilman Dillard,
Councilwoman Lee, Mayor Kennedy-4

ADOPTED

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 6:05 P.M.

Respectfully Submitted,

KATRINA COTTEN
DEPUTY CITY CLERK

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

Thursday, March 22, 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 8:42 p.m. a motion was made by Councilwoman Regina Angelo and seconded by Councilman Dillard to enter into executive session regarding matters of pending litigation, matters pertaining to the appointment of a particular individual and the proposed acquisition, sale or lease of real property.

YES: 5 NO: 0 CARRIED

Adjournment: Upon consensus, the Council adjourned the meeting noting the time as 10:00 p.m.

City of Newburgh, Newburgh New York
Special Executive Session of the City Council

Thursday, March 26, 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 6:00 pm.

Executive Session: At 6:03 p.m. a motion was made by Councilman Dillard and seconded by Councilwoman Regina Angelo to enter into executive session regarding matters relating to current or future investigation which would imperil effective law enforcement if disclosed.

YES: 5 NO: 0 CARRIED

Adjournment: Upon consensus, the Council adjourned the meeting noting the time as 6:40 p.m.

A regular meeting of the City Council of the City of Newburgh was held on Monday, March 26, 2012 at 7:00 P.M. at the City of Newburgh Activity Center, 401 Washington Street, Newburgh, NY.

The Prayer was led by Elder Dextro Tiller, Pastor of the House of Joy followed by the Pledge of Allegiance.

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

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the March 8, 2012 Work Session and the March 12, 2012 City Council meeting be approved.

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

CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the City Clerk's report and the Registrar of Vital Statistics report for the month of February be received, filed and made available to the Press.

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

CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the Civil Service Administrator's report for the month of February be received and filed only.

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

CARRIED

PRESENTATION

The City Council presented a Proclamation to Sister Yliana Hernandez & Sisters of the Presentation of the Blessed Virgin Mary in honor of Women's History Month.

City of Newburgh
Proclamation

Women's History Month 2012
Women's Education – Women's Empowerment
March 26, 2012

Women of every race, class, and ethnic background have made historic contributions to the growth and strength of our City and our nation in countless ways; and

Although the importance of education for women has long been devalued, women continue to play a critical economic, cultural, and social role by constituting a significant portion of the labor force working inside and outside of the home; and

Whereas the Sisters of the Presentation of the Blessed Virgin Mary overcame all odds to transform a long-abandoned house into the Nora Cronin Presentation Academy, a school for girls in the City of Newburgh,

Therefore, I, Judith L. Kennedy, Mayor, and the City Council of the City of Newburgh do hereby recognize the month of March as

"Women's History Month" in the City of Newburgh in their honor.

Mayor Judith L. Kennedy

Deputy Mayor Regina Angelo

Councilman Cedric Brown

Councilman Curlie Dillard

Councilwoman Gay Lee

PRESENTATION

The City Council presented a Proclamation on Equality and Human Rights. Mayor Kennedy began reading the Proclamation but was interrupted by protestors in the audience.

City of Newburgh

March 26, 2012

Proclamation of Equality and Human Rights

The City of Newburgh recognizes and reaffirms the fundamental equality and the inalienable rights of all individuals; and will not tolerate prejudicial or discriminatory treatment of any person, whether visitor or resident within our community; and

Furthermore, we apply and we expect a standard of equitable practices and fair treatment for all regardless of one's background or place of origin, and

Additionally, in keeping with the City of Newburgh's desire to create a safe and secure community for its residents and visitors, with tolerance of diverse opinions, and ideas;

Therefore, we, the Mayor and City Council of the City of Newburgh pledge to proactively uphold, protect and encourage an environment of respect, dignity, and mutual understanding among diverse groups and individuals, by community education, dialogue and outreach.

Mayor Judith L. Kennedy

Deputy Mayor Regina Angelo

Councilman Cedric Brown

Councilman Curlie Dillard

Councilwoman Gay Lee

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

ADOPTED

PROPOSED PUBLIC HEARINGS

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, at the Multipurpose Activity Center located at 401 Washington Street, Newburgh, New York.

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

45-12

LOCAL LAW NO.: _____ - 2012

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 is 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 and 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 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

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Jane Johnston, City of Newburgh, said in regard to item number thirteen which is for a contract with Dwight Hadley that if the Council and the City Manager were to take the fiscal responsibilities seriously then they would seriously consider hiring a Comptroller who actually has a CPA degree and perhaps more competency than the current Comptroller. We don't need to continue to have excessive contracts with outside Consultants on financial matters that could be handled by a more competent Comptroller.

Tamie Hollins, City of Newburgh, asked Councilwoman Lee in regard to resolution #47-2012 if the YMCA provided their financial records which she asked for at the last Work Session.

Councilwoman Lee responded that she did not receive them.

George Bowles, 125 N. Plank Road, former Councilman for the City of Newburgh, said that every time someone comes to this City to give us something we turn our backs and we get into the old box. We are now in the new box and our kids need our help. When a group or organization comes here to work with the kids in the City of Newburgh we come up with excuse after excuse. It should be voted on, carried out, passed and then we need to move forward. We do have the Recreation Department which is good but we need more for the kids. We have people in this City right now who talk a lot but don't do much. He would like to see the Council move forward and pass this and then move on to something else.

Timothy Hayes-el, City of Newburgh, said that he is trying to do something in the City of Newburgh and he submitted a program called "Boxing for Life" to the CDBG Committee. This is a program designed to launch at the Armory with satellite facilities throughout the City of Newburgh. He made an attempt and tried to do it in the proper way.

Mayor Kennedy asked Mr. Hayes-el which resolution he is referring to since we are discussing agenda items.

Mr. Hayes-el said that the Council talks about fairness and equality in this City and what they did wasn't fair. If we are going to fix this City we have to be truthful and stop playing games. He said that he submitted this program properly and constantly talked to the people at City Hall about it but there are still people running City Hall that want to give money to their friends and they don't want to help the kids here. This needs to stop because it is causing disaster in this City. All of this money is gone and no one has gone to jail. He said that this is a collusion between the people at City Hall and big business. This needs to stop and they need

to do right by the people of this City. People are dying on the streets and there are no jobs anywhere. Everyone knows that when the economy goes down the crime goes up. We are not stupid and we want to see money going into these programs for the people of the City of Newburgh.

Janet Gianopoulos, City of Newburgh, said in regard to resolution #43-2012 to authorize an agreement with J. Dwight Hadley, CPA related to the CDBG program that it is her understanding that the Director of that program is paid through the grant. If the Council decides to vote for this resolution, then she believes that that position should also be funded through grant monies. Secondly, she congratulated all of the people involved with the Nora Cronin Presentation Academy. They are doing a wonderful job in the City of Newburgh and education is one of the treasures in this City.

Sheila Monk, City of Newburgh, said in regard to resolution #47-2012 that she would like to know what the agreement is with the YMCA and how much the charge will be for swimming lessons.

Arreda Cotten, City of Newburgh, also questioned resolution #47-2012 concerning the swimming lessons. Will they be free? We need to think about the children of the City of Newburgh.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Angelo said that they were given a price at the Work Session. She is going to support it but they have to work on this agreement and come down on the price. She feels that we should pass it because the summer season will be here soon but she understands what people are saying.

Councilman Dillard said that the YMCA has yet to get back to us with their financial documents. The presentation was palatable but the documents were a little out of line. They also said that they would present Scholarships but that has not been finalized so until we can finalize this he suggested that it be tabled.

Councilwoman Lee said that we have to stop just giving things away. We can't keep giving money away. The agreement was that they would give her a copy of their budget and tell her how much they would charge. She is going to say "no" to this resolution because when you ask for something then you should come to the table with all of your paperwork so that everyone understands what is going to be done. She added that Joy Pittman did say that the Recreation Center can offer swimming lessons. She feels that this needs to be not just tabled but completely off the table. We need to say "no" and move on.

Mayor Kennedy said that here we stand again with a situation. We sat down at the table earlier and talked about the Youth Bureau running the program that they ran last year with extra time either after the swimming pool hours or on Saturday mornings where the YMCA could offer swimming lessons. They would bring in their own personnel to do that but they can't do that for free. We have this opportunity to give our kids some swimming lessons which we haven't had before. Ms. Pittman's people have not been trained and are not yet certified and we don't even know if that is going to happen because they have to go to classes to figure that out. This is an additional offer put on the table by an organization that is known Nationwide for being the best with swimming lessons. We fear change and we are stuck so she said that she will vote "yes" for this.

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

CITY MANAGER'S REPORT

Richard Herbek, City Manager, announced that there will be a special meeting of the City Council on Thursday at 6:00 p.m. in the Council Chambers to receive their updated financial report from the external auditor. Secondly, he wanted to let everyone know that another Newburgh Community Cleanup Day is in the process of being planned for Saturday, May 12, 2012 in celebration of Earth Day to inspire the community to help keep Newburgh clean and green. Safe Harbors of the Hudson along with Central Hudson, Mt. St. Mary's College, SUNY Orange, St. Luke's Cornwall Hospital and several other Newburgh based community organizations will hold a Newburgh Cleanup Day Event. This is an opportunity for community members young and old to be part of what is great in the City of Newburgh. The cleanup will be from 9:00 a.m. until 1:00 p.m. followed by a post cleanup celebration that will be held from 1:00 p.m. to 3:00 p.m.

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 1990 Contingency-Emergency	\$27,118.00	
A3120 Police Department 0448 Other Services		\$27,118.00

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

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.

Councilwoman Lee said that we are asking Mr. Hadley to come back to clean up a mess that was made over the past five years consecutively. The problems are so horrific that they need the Consultant to come back and clean this up because they can't do it themselves.

Councilman Dillard said that at the Work Session he noted that Dwight Hadley did a fantastic job for the City of cleaning up portions of the City that were questionable. We asked him in September to go up to the Planning & Development Office which he did and he presented his report to the Council. It appears to him that the City is continuously trying to hide things. As he said in the Work Session, we should be contacting HUD Inspector General to come to this City and check everything out upstairs because as long as we snowball it it's going to get bigger and bigger. He said that he will be voting for Dwight Hadley to continue his work but he is also going to push for some changes to occur in our Planning & Development Office.

Mayor Kennedy said that from her point of view this Council has inherited a great many things that are tangled, convoluted and hard to follow. We have been in session for two and a half months trying to figure out all kinds of things that have happened over a long period of time. It takes time to get through all of this so she is asking the residents to support that process.

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

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

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.

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.: 46 - 2012

OF

MARCH 26, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT AN OFFER TO GIFT TO THE CITY
THE PROPERTY KNOWN AS 28 COURTNEY AVENUE
(SECTION 48, BLOCK 3, LOT 24)
IN THE CITY OF NEWBURGH

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. ("Habitat") purchased real property known as 28 Courtney Avenue (Section 48, Block 3, Lot 24) through the 2009 Sealed Bid Sales as part of their Neighborhood Stabilization Program Grant; and

WHEREAS, while conducting predevelopment activities it was determined that costs to rehabilitate or demolish 28 Courtney Avenue substantially exceeded Habitat's model of affordability; and

WHEREAS, Habitat has offered to gift the property back to the City of Newburgh; and

WHEREAS, the City of Newburgh has identified water intrusion issues between 28 Courtney Avenue and the adjoining property located at 26 Courtney Avenue; and

WHEREAS, Habitat has agreed to repair the roof of 28 Courtney Avenue to mitigate the damages to 26 Courtney Avenue; and

WHEREAS, this Council has determined that accepting the property with the roof repair 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 the offer to gift to the City the property known as 28 Courtney Avenue (Section 48, Block 3, Lot 24) in the City of Newburgh.

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

Ayes - Councilwoman Angelo, Councilman Dillard, Mayor Kennedy - 3

Nays - Councilman Brown, Councilwoman Lee - 2

ADOPTED

RESOLUTION NO.: 47 - 2012

OF

MARCH 26, 2012

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT FOR THE USE OF THE AQUATIC CENTER
BY THE YMCA OF NEWBURGH, NEW YORK TO PROVIDE SWIM LESSONS**

WHEREAS, the YMCA of Newburgh, New York wishes to enter into a license agreement with the City of Newburgh for the use of the Aquatic Center located within Delano-Hitch Recreation Park to provide swim lessons; and

WHEREAS, a copy of such license agreement is annexed hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh.

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

Ayes - Councilwoman Angelo, Councilman Brown, Mayor Kennedy - 3

Nays - Councilman Dillard, Councilwoman Lee - 2

ADOPTED

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between:

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

THE YMCA of NEWBURGH, NEW YORK, a not-for-profit corporation having its principal place of business at 377 Broadway, Newburgh, New York 12550 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for \$1.00 and other valuable consideration, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from July 1, 2012 to August 19, 2012.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a revocable license to use the Aquatic Center located in the Delano-Hitch Recreation Park in the City of Newburgh to provide swim lessons for all levels of swimmer for the period of time set forth above pursuant to a written schedule to be submitted to and approved in writing by the City Manager or his designee.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall provide the City Manager or his designee a written schedule of all swim lessons provided at the facility for the entire 2012 season and failure to do so may result in City canceling any or all such lessons.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the swim lessons at the Aquatic Center as is required by their use thereof.

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

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

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

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

ARTICLE 4: Insurance.

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

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

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

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

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

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

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

ARTICLE 5: Representations of Licensee.

The Licensee represents and warrants:

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

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

ARTICLE 7: Permits and Regulations.

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

ARTICLE 8: City's Right to Terminate Agreement.

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

1. (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or

(b) The Licensee fails or refuses to comply with all applicable laws or ordinances; or

(c) The Licensee is guilty of substantial violation of any provision of this agreement.

2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee for the City's convenience.

ARTICLE 9: Damages.

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

ARTICLE 10: Indemnity and Save Harmless Agreement.

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

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

ARTICLE 11: No Assignment.

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

ARTICLE 12: Required Provisions of Law.

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

ARTICLE 13: Notices.

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

TO: The City of Newburgh
City Manager

City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: _____, Licensee
The YMCA of Newburgh, New York
377 Broadway
Newburgh, New York 12550
(845) 562-1088

ARTICLE 14: Waiver.

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

ARTICLE 15: Modification:

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

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

NEWBURGH THE CITY OF

By: _____
RICHARD F. HERBEK
City Manager
THE YMCA of NEWBURGH, NEW YORK
By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

CHERYL A. GROSS
City Comptroller

RESOLUTION NO.: 48 - 2012

OF

MARCH 26, 2012

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
CORDELIA SMITH AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF EIGHTEEN THOUSAND DOLLARS**

WHEREAS, Cordelia Smith brought an action against the City of Newburgh; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Eighteen Thousand (\$18,000.00) 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 Cordelia Smith against the City of Newburgh in the total amount of Eighteen Thousand (\$18,000.00) 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

NEW BUSINESS

Councilwoman Lee said that she would like to introduce a resolution to direct the City Manager to advertise for the position of Director of Planning & Development. Three items on the agenda tonight are a direct result of problems in Planning & Development and we don't need to have an Acting Director of Planning & Development. Perhaps if the current Director was not Acting then maybe we would get more work out of him. We need to make a decision for this man. We made a decision for Mr. Herbek and we need to make a decision for Mr. MacDougall because his position is Acting as well.

There being no more new business, this portion of the meeting was closed.

GENERAL COMMENTS

Jannifer Murchison, City of Newburgh, said that the City of Newburgh is in a crisis and kids are dying so something needs to be done. She told the Mayor that she had an idea that worked a few years ago and if the City would think about giving them a building she can guarantee that something will be done. She is asking for a meeting with the Mayor to do something because she is tired of talking until they are blue in the face. She has done the leg work and secured the funding so all she needs is a date to meet and do what they have to do because enough is enough.

Mayor Kennedy said that she has been in touch with Mr. Kimbrough so the three of them can get together and talk. She asked Ms. Murchison to see her following the meeting so that she could look at her calendar to set a date.

Cathy Collins, Executive Director with Habitat for Humanity of Greater Newburgh, thanked the Council for passing the resolution that allows them to gift back 28 Courtney Avenue. She said that they did purchase this property at the Auction so it wasn't just gifted and then gifted back. They have done things and are prepared to do the things that are needed to give it back in better shape than what it was and they also replaced this property with a property at Lutheran Street that is actually in worse condition and is much more unsafe. At the moment 28 Courtney Avenue is not in imminent danger of collapsing on itself where 10 Lutheran does present those problems. Their whole goal is to create affordable housing and to get properties with homeowners in them that live in the City of Newburgh so that they are back on the tax rolls. Unfortunately with this particular property they did not realize the magnitude and level of work that had to be done to make it a habitable space and because it is co-joined with the property next to it with a homeowner in it they also did not want to place her property in danger as well. She understands that the Council does have concerns but right now the property that they are getting back is in a condition that will allow it to stay fairly safe. The things that they have done will support it and hopefully protect the homeowner next to it.

Councilwoman Lee apologized because she wasn't referring to Habitat doing anything wrong. She is talking about the way we do business.

Ms. Collins added she just wanted to clarify that because they took five properties at that time and by May they will have four done and they took another one. They are very committed and they don't like being in this position of having to give back a property but they can't build affordable houses that cost over \$300,000.00. She thanked the Council for the work that

they did to support them and she appreciates that they are taking it back so that they can now move on with 10 Lutheran Street.

Sean O'Shea, City of Newburgh, requested that the Council honor two young men who are graduating from esteemed Universities in the spring and he would like to request that they receive an official honor for this accomplishment. These are two young men from the City of Newburgh who are achieving accomplishments that we don't often see. He submitted a letter to the Council members and asked that they please get back to him so that he can provide them with their names and information.

Tamie Hollins, City of Newburgh, said that Mayor Kennedy stated that this City is a mess but when each one of the Council members ran for election they new the shape of this City because they all live here. You can't wait until you get here and then decide it's a mess and get upset about the residents complaining. She said that they expect the Council to do something. The community elected them to do something and they expect that. They need to see some results for themselves and their children. At the last Council meeting she asked how four members of one organization got on the Land Bank. There are four members from the Greater Newburgh Partnership that are on the Land Bank. There are only nine members seated on the Land Bank and almost half of the members belong to one organization so how did they get there. She also asked for an explanation of the Greater Newburgh Partnership because the community wants to know what it is. She would like to know what College Park is and how all of these things integrate with each other. She expects to receive answers to her questions tonight.

Arreda Cotten, City of Newburgh, said that when you're running a business you are supposed to get all of the information required so that you can give it to the people when they ask for it. If you don't have the information, then you don't pass it. Unfortunately the YMCA has already passed but that shouldn't have happened. She told the City Council that they are the voice of the people so they have to say that this can't go through until we get the information. She noted that she applied for the Zoning Board and hasn't heard anything as of yet. She said that she has a four year old African American son who is cute as a button but when he grows up are the police going to treat him the way that most of our City of Newburgh young males are treated? There is a lot of racism going on. As a teacher in the City of Newburgh she has been disrespected by police officers so something needs to be said and something needs to be done. They need to start profiling police officers versus profiling the young black boys on the streets of Newburgh. If you want them to be better, start with them as youths. Give them some museums to go to and some aquariums so that they have something to look forward to as they get older.

Janet Gianopoulos, City of Newburgh, said that she thinks it would be wise for the Council to look into the current situation. It is their job to uphold the laws. It is the job of the Executive Branch to enforce them and it is the job of the Judicial Branch to adjudicate them. We need to find out what is going on as far as crime in Newburgh. People are being arrested so what is the outcome? How many people do we have out on warrants at this time? That is the situation that stirred up the current problem. We need to look at crime as part of a whole system and the Council needs to uphold the laws. She asked what they are doing to keep her and fellow citizens from landing on this foreclosure list. We need to look very carefully because within six months we are going to be looking at a new Budget and there is only so much money in the pocket. She thinks it is great that our children will have the opportunity to take swimming lessons and perhaps become lifeguards which is training for a job. Everything that we are hearing right now has to do with ethics so the Council needs to get the Board of Ethics in place.

George Bowles, 125 North Plank Road, said that as a retired teacher in the City of Newburgh, respect is important at all meetings. He told the Council that they handled themselves quite well with what they did tonight. He added that he was recently in Florida for two weeks near the incident that happened down there and we don't need that kind of thing to escalate. Rev. Sharpton mentioned Newburgh and will probably be coming here. He said that he is building homes in this City and finished six on one street. He is now in the process of doing Liberty Street School where he taught thirty-two years ago. He wants to do this because that building has sat there for thirty years and he has the financing to do it. All he wants the City Council to do is respect time schedules. If you give them a chance, there will be twenty-four new affordable condos on that spot. He said that he is going to keep on building this City and told the Council to keep up the positive work because negativism doesn't do anything except delay.

Natasha Cotton, City of Newburgh, said that she didn't get a chance to say goodbye to the last Council so she wanted to say thank you to Christine Bello for her fight and to Marge Bell for jumping out there on the African-American side, which was a very hard road for her. She also wished to thank Nicholas Valentine because she has been working with the youth of the City of Newburgh for the last twelve years. She began with Mayor Marino who began to fund the insurance policy over them when they were told that there was no possible way of receiving an insurance policy for a situation in the City of Newburgh. Mayor Valentine has never once left her hanging with the little children. He has always given money and did a fashion show with all of the kids where he clothed them all from head to toe. She added that Sister Helen also facilitated them for many years with the children. She welcomed all of

the new Council members and said that she has been watching all of this stuff go down and it is kind of difficult for her to have a take on it because she was out there long before any of this stuff took place. Because she has not had a chance to speak in regard to Michael Lembhard she said that her issue is that what should be happening is that seventy-five percent of all the other stuff that is happening in Newburgh needs to cease. How can you be mad at this twenty-five percent with the police when she has seen people out there robbing old people and knocking them out as well as stabbing people on South Street for the last two summers? Seventy-five percent of what is going down in the streets should not be going down. Someone knows who stabbed Jan's son because we are all in the Hood and we all know what is going on so why hasn't someone told Jan who stabbed her son yet while everyone is warring against the police department. Help her understand that. Why do the police have to run, jump, turn over stuff and find stuff out when one of your kids has hurt someone in the street?

Ramona Monteverde, Liberty Street, read an article from the Wall Street Journal dated December 28, 2011 that was put out by the Attorney General, Eric Schneiderman, in regard to the Ethics. She thinks it is important for the Council Members to be aware of Ethics. "It is important that Towns and Municipalities police themselves. The ideal is that with so many levels of government the belief here is that local government should do their own ethics enforcement. There are just too many layers of government to have it all done from a single source in Albany. While clear conflicts of interest by local officials can break the law such as having a direct interest in a contract voting to approve it instead of stepping aside ethics questions are often murky. Although Code of Ethics can provide specific standards such as private employment restrictions or prohibit holding specific offices there are many areas in which only general standards are feasible." The association said to note the importance of Ethics Boards, which we need to make sure is happening here in Newburgh. She said that this is important and she will give the Council each a copy of this but again this is just a gentle reminder that as Council Members they are held to certain standards.

Sheila Monk, City of Newburgh, said that we know what is going on in the City and they have busted their tails for each one of the Council Members to be where they are at. She came back here because she loves Newburgh and she knows that Newburgh can turn around but she hasn't heard anyone say that we need to increase the police officers. If we are going to rebuild Newburgh, we need more officers. Everyone knows that she advocates for the police officers because not all of them are bad and we need more officers. In regard to housing, she told Councilman Dillard that she called Steve in Albany. They took a lot of affordable housing in Newburgh. When they took the Waterfront they took Bourne and Kenney Apartments and you can't even

get Section 8 as an African-American individual. There aren't even any jobs in the City of Newburgh. Everyone focuses on Mt. St. Mary's and O.C.C.C. but what about our kids that don't have a degree? There isn't even any training here. We need to work together because this is a struggle and people are dying. We have to focus on caring about one another and stop this business as usual. If we are going to clean up the drugs let's do the dirty politics too.

Brenda McPhail, City of Newburgh, agrees that we have a lot of problems here in the City of Newburgh. A lot of the problems she sees with the young kids is that they have no respect for anybody. She sees them talking back to everyone including their mothers. Training starts at home. We can't expect for the schools to create miracles. Back in her day the Principal had a paddle in his office and if you acted up you went to his office and got a whooping. We also have a problem with drugs here but nobody wants to pick up a book and read. If they did, they might learn something. They need to go to school to get an education and stop standing on the corner. If we want to talk about change, everyone needs to look at themselves. If everyone changes, then we have change.

Michael Ferrara, Police Chief, said that he has been listening to everyone tonight and over the past ten days he has listened to a lot of people in his office as well as outside the office. He appreciates what Brenda said and told her that he would like to have that attitude on the Police Department because it has a positive influence. There are certain things that he can not speak about but he said that he will talk to anybody in this City. He knows a lot of the people who have lived in this City for forty years and he knows that a lot of them have children just like him. We have to work things out and make this a better place. This is the most challenging job. He never imagined that this police department would be as challenging as he has found it to be. The City Council provides him with the resources to train and improve our police department constantly and he is obligated as the head of the department to do that. He told everyone that they have to believe that he is moving forward. He is not going anywhere and we are going to make things better. He said that he believes in his officers and he is standing up for them. If anyone has any complaints about officer behavior he wants to know about it. He promised that if something is brought to his attention he will address it. He said that he has an open door and he always listens because he is that type of Police Chief.

Mark, City of Newburgh, thanked each member of the Council for doing a job that he would not do. He thanked in particular the three new members who have walked in and are being criticized for doing a bad job. He urged them to bear with it and to persevere. He again thanked them for doing what they are doing.

Mark Coolidge, on behalf of his Nephew, said that his Niece has moved out of this house but it is still a crime scene. The landlord is going to do repairs there and have someone living in this house by the first of the month. This house is still a crime scene so it needs to be closed up until we get someone higher up to go back into this house. This young man is dead and the only statements we have is from four police officers. The only thing speaking on behalf of this young man is that house. We want this house shut down until some better people can come and do a proper search. He told the Mayor and the Chief of Police that whoever did the search in that house did a poor search. His family is in possession of a cartridge and a bullet because the police department didn't do their job correctly. They are asking for a better prosecutor and someone else to go back to that house and re-search it. This house is still a crime scene. He said that they don't hate the police department. There were two officers that pulled those triggers it was not the whole police department. He said that he and the Chief go way back. Many times he was taken by the neck and brought home to his parents. He said again that they need this house to be closed up and the Chief of Police has to stop this landlord from doing the repairs until we can get someone in there to do a proper search. He added that they are not holding any evidence. They are in possession of a cartridge and a bullet that they will turn over to the proper authorities; someone with better credentials than Orange County. They want someone higher up to come here and look at this case because this young man is dead and the reason he is dead is because he had a Warrant out for his arrest for not doing his community service. This boy is dead for not doing his community service and they want answers. It has been three weeks so they want answers and they need to do something pretty quickly here.

Councilwoman Lee told Mr. Coolidge that he should have those conversations with his Attorney. She said that she is on his side.

Charles Kimbrough, City of Newburgh, said that this is what is wrong with this whole process. We have had a tragedy and we continue to have tragedies in this community. While everyone is sitting around trying to figure out what to do he has a kid that was stabbed in the chest, one that was hit in the face with a machete, one dead and another one shot in the neck. We keep sitting here trying to figure this out but there needs to be an escalated process and there doesn't seem to be one. There are times when you have to go above worrying about city liability because he is worrying about lives. The liability to the City means zero to him right now because he has a two week spring break coming up where he will have a bunch of kids with nothing to do. Instead of sitting here arguing about who should be doing what we need to be making sure we don't have any of these repeat events that keep happening in our community. There seems to be a mentality that violence is the first option

so he is trying to work on a crisis center which would be a place where people can come with these issues. They are in the process and they do have some people on board to get it done. It is going to take a couple of weeks but they will get it done one way or another. He added that this back and forth is not going to get us anywhere. He still has kids out here that are being hurt and he needs to figure out how to stop it. He is not going to wait for the City Council to do anything because he has chosen to do things differently. He is going to need people to support this crisis center and there are a lot more things that we could be doing instead of bickering back and forth.

MaryAnn Prokosch, City of Newburgh, said that every life that is lost in this City is as valuable as any other one no matter whose hand it's at. This was an awful thing that happened but there seems to be a lot being said about it because the police were involved. We had a man that was murdered who left three young children and his life was as valuable as the next persons. This is a real problem that we have here and we need people to come forward to help and give information so that the people who perpetrate these things are taken off the streets. We are all victims of what is happening and we really have to give information when we have it. She thanked the Council for living up to her expectations.

Juanita, City of Newburgh, asked how many more sons do we have to lose? She asked the Council what they are going to do to stop them from losing sons. She has been asking the same question at every meeting but she isn't getting an answer. What steps are we going to take as a whole to stop this? She asked the Council if it would be her son next or one of their sons? Does it have to be one of their sons before something gets done? She told them that they still get to kiss their kids goodnight but her Cousin will never see his kids and they will never get a kiss goodnight again. She told the Council that when they look at their kids tonight to remember that their son could be the one that is next.

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

COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that they received communication from Dr. Jones that will be going into the paper as a Press Release. "In response to the death of Michael Lembhard we are entrusting Faith in the outcome of this special investigation. We are disserved by the barrage of gunfire that was unleashed by City of Newburgh Officers on twenty-two year old, Michael Lembhard on March 7, 2012. Christian Ministerial Fellowship, Inc. in Newburgh and vicinity, NAACP, and the Human Rights Commission commend the actions of the City thus far. We are requesting Governor Andrew Cuomo to appoint a special prosecutor in this matter in addition to the request that was previously made by City resolution #29-2012 dated March 9, 2012. We must be unrelenting in this pursuit for justice. Our hearts are with his mother, father and the entire Lembhard family. Our community is in distress in more ways than one so we stand firm and committed to the vigorous enforcement of the law that protects us all. This same commitment extends the fostering of racial and ethnic harmony among us in this diverse community. In response to the actions that have taken place, we will be holding a Newburgh Community Public Forum on Thursday, March 29th at 6:00 p.m. at the House of Refuge on Broadway." She said that this is very appropriate right at this time and she hopes that everyone will attend this forum. She added that we have many Boards and Commissions and anyone in the audience can sign up for them. They are looking for people for the Community Development Advisory Board because they need to replace that Board. The Police Community Relations Board we have had but there is no one serving on it currently. We had sixteen candidates for the Districting Committee and the names of the people chosen by the Council are Janet Gianopoulos, Chris Knasiak, Tamie Hollins, Jason Nordlund & Arreda Cotten. The Waterfront Advisory Committee is full but they need help on the Human Rights Commission. They need people for the Land Bank Advisory Committee that live in the area where all of that is going to happen. The Board of Ethics is badly needed right now in this City and they need young students to serve on Youth Council. She added that she didn't hear anyone say how beautiful the City of Newburgh looks in bloom. No one got up and said one kind thing about the City of Newburgh. She mentioned there was a tree that was planted in Annapolis by George Washington in memory of someone in his family and Mrs. Clinton had a seedling of that tree sent to Newburgh to be planted at Washington's Headquarters. It is called the Liberty Tree. These are the good things that we should be looking at. She never hears anyone stand up to the microphone and say anything kind or good about this City. She has been on the Council for many years and she has never said a detrimental thing about the City of Newburgh. She noted that yesterday at the Library they had twenty Authors come in for a program and we also had the Newburgh

Symphony perform recently at the Church. The Vietnam Veterans celebrated Vietnam Veterans Day for the first time here in the City of Newburgh. In regard to the cleanup campaign scheduled for May 12th, she said that the month of May is Pride Month in the City of Newburgh and there is a Citizens Advisory meeting coming up on Thursday so they will do their part again like they did last year. On May 28th we are celebrating Memorial Day with our big Parade. We need floats and if anyone wants to march or have a banner made that's fine. We need some good things happening here although what happened to the Lembhard family is sad and she wishes she could help more. She said that she can give them her sympathy and she feels for them.

Councilman Brown said that he voted yes for the YMCA resolution tonight because he felt like our kids needed the opportunity to be able to learn how to swim. Everyone is hollering about the cost but you don't holler about cost when your child is floating in the middle of a pool because you decided that \$9.00 or whatever the fee may be was too much to allow them to learn how to swim or we didn't provide them with that opportunity. The YMCA has said in the past that there are Scholarships for kids who want to learn how to swim which means that the lessons could possibly be free. He doesn't want to lose this opportunity and he hopes that everyone takes advantage of this because it is an advantage that is priceless if something tragic happens in a pool where your child could have had the opportunity to learn how to swim. In regard to Habitat he said that he voted no tonight because they are a great Organization with professional people who inspect those building prior purchase. If they didn't do their due diligence at the time of the purchase, we should not be transferred the liability back to the City. We are trying to get out of the Real Estate business so we need Habitat to be more responsible in their choices. When they decide to purchase buildings and it doesn't meet their standards then they need to fix them up and sell them for the amount they bought them for and not transfer them back to the City. To the Lembhard family he said that he does have children and he loves them to death so his heart goes out this family. Just because he sits at the table and he doesn't say anything doesn't mean that he doesn't care. He understands but yelling and screaming isn't going to get it. He said that they are trying their hardest and they can only do what they can do but they are at the mercy of other people. He wants them to know that they are not going to stand by and allow it to go by but don't come and criticize and ridicule and yell. Let us conduct our business because there is a time and a place for everything. He is sorry that his mother can't kiss him tonight but he is going to go home and kiss his kids because he loves them to death.

Councilman Dillard said that this is America and America is a great place to be in at this time in our lives. It is unfortunate that we have issues such as this but he is looking at our Officers tonight who are along the wall

and who are committed to protecting us. He said that he does not blame them but what he is concerned about is the overtime they are getting and when it comes time for the Budget everyone is going to be here hollering because we won't be able to afford our Officers. By the grace of God if we don't get that grant we will lose more Officers so as Councilman Brown said we all have to work together and he told the family that he is with them.

Councilwoman Lee said to the Coolidge family that it feels like we are just moving on with business as usual but we are not. We realize that we need to make some changes and those changes are deep and wide. In regard to the Greater Newburgh Partnership she wants everyone to follow her way of thinking about how all of this transcends into the problems that we have here. Janet Gianopoulos talked about foreclosures and we have four businesses here that don't pay taxes. The Hospital and two Colleges have members from the Greater Newburgh Partnership that are on the Land Bank Board which presents a conflict for her. The fact that we have this entity who is in some way controlling the land here and making plans about how our land is either distributed or how the areas are developed is of great concern to her because it doesn't smell to her like it is an agenda that has your best interest. There is no College Heights. We are not going to change the name to College Heights. You can't change the name of an area because you don't like the people who live there and you don't like the way the place looks. It is the responsibility of the City Council to clean up this City and decide what is done with our property and our areas. No individual is going to have control over that. If that is a fight that she has to have for the entire time she sits on the Council, then so be it. If the Greater Newburgh Partnership; the Hospital, Colleges and Board of Education want to have a say about what happens in this City, then the people who want to have a say have to move to this City and pay taxes. The newspapers are always filled with lists of foreclosures and each one of the homeowners here will be hit with another bill come November and the Hospital, the two Colleges and the Board of Education do not pay taxes. If you don't pay taxes then you don't have a voice. As far as she is concerned, the people from the Greater Newburgh Partnership who are on the Land Bank need to move. If they want to help this City, then they need to enter into a PILOT agreement so that residents taxes don't go up while they sit back and tell us what they are going to do with our City. Everything that she has seen so far since she has been on this Council is predicated on the worst deals she has ever seen in her life. She reads contracts very well but the contracts and agreements that she has seen do nothing but blindside and throw crap at the public. The people in the City have had to deal with a deliberate attempt to displace, dislocate and remove them, which needs to stop. No more free rides, no more giving away the City, no more bad deals and no more standing up and talking crap because the agency you work for wants to run part of this City. No more. That is the reason why we have so much crime and why Michael has

died and the reason why we don't have enough police officers. We need to have enough police. If we had enough police, and we agreed to have officers walking the beat then those beat officers would have known Michael and there wouldn't have been this running around. It is the Council's responsibility to write Legislation to bring money to this City so we need to cut the crap and try it. As far as the YMCA is concerned, she said that she doesn't care about swim lessons. If we wanted to do something and put some money behind something why don't we put some money behind taking a group of kids up to Harvard. She added that water and sewer should be free if everyone is paying taxes.

Mayor Kennedy said that there is some good news which doesn't discount the issues that we are having. She is very tuned in to that because most of her week has been spent on the phone with the Governor's Office, the Department of Justice, the US Attorney's Office and the NYS Attorney's Office. If you think that nothing is happening, you should be noticing that her entire week has been spent on this issue. If other things have fallen by the wayside, that would be why. She said that she has been trying to work out some kind of agreement to make things happen that will bring some fair and equitable justice to this situation. When they receive information, they will deliver it. On Monday, April 16, at 7:00 p.m. the Community Action Teams will be giving a progress report on what they have accomplished over the last three months. Everyone is saying that we want action and they are doing something. She added that we received a grant from Congressman Hinchey last year that was focused on getting jobs and training here in the City of Newburgh. There are groups working with that and they are trying to bring in new companies, jobs and training. They have been very active and a lot of work has been done. She wants everyone to know that these are things that are being worked on but that they take time. She said that we need to work together and we need community support because we can't stay in this spinning cycle all the time. We also have a group putting together a database of all of the available properties that new companies could move to. The Orange County Partnership is working with us to create a new website so that we are marketing our City and putting together a new image for the City of Newburgh. Also, she was reminded that there is a Job Corp training opportunity in Callicoon where there are ninety-eight positions open. They pay your allowance while you work with free housing and meals. She believes that the age group for this is sixteen to twenty-four which is an opportunity for some young people. There is also a Forum on Youth Violence Prevention in Washington D.C. in two weeks on April 2nd and 3rd and Newburgh has been invited to attend and it is by invitation only. She wants everyone to understand that the Charter School is working hard to put together a Charter School here in the City of Newburgh for people who have not graduated from High School to get an actual degree. She told everyone to

get in and support that because in order to get that they need to show community support. This will help our young people to move forward and education is the way out of this mess so we have to support them. She spoke with Mr. Kimbrough and asked him for his plan on this Crisis Center and they will try to figure out a way to make it work. She noted that there are a lot of things in the pot stirring around but we have to focus, prioritize and find a way. Trying to manage all of the distractions takes energy away from that so we need to work together and she is determined to do that. Let's figure out what we are going to fight for and not what we are going to fight against. If we focus on what we are for, then we can focus that energy and actually get something done. She said that there is no such thing as a win, lose because we are either all going to lose or we are all going to win. We are all losing right now but by turning this thing around will be a win, win. People are being stabbed, robbed and beaten so violence is everywhere but we as families and people in the community have to start coming together to deal with just the essence of violence that is everywhere. She has covered what she knows and added that they are going to put a description of each of the Boards in the newspaper to get people to sit on the Boards and get them filled.

There being no further business to come before the Council the meeting adjourned at 9:10 P.M.

LORENE VITEK
CITY CLERK



CITY OF NEWBURGH

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

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

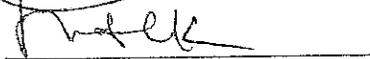
TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

RE: Notice of Claim:
John J. Motta, Jr. & Michelle Acevedo
vs. City of Newburgh et al

DATE: March 26, 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



Notice of Claim

JOHN J. MOTTA, JR. and MICHELLE ACEVEDO,

Claimants,

-against-

CITY OF NEWBURGH, CITY OF NEWBURGH FIRE DEPARTMENT, CITY OF NEWBURGH POLICE DEPARTMENT, TOWN OF NEWBURGH, TOWN OF NEWBURGH POLICE DEPARTMENT, WESTCHESTER COUNTY POLICE DEPARTMENT, WESTCHESTER COUNTY POLICE DEPARTMENT PATROL SERVICES DIVISION, WESTCHESTER COUNTY DEPARTMENT OF PUBLIC SAFETY, WEST POINT FIRE DEPARTMENT, NEW YORK CITY POLICE DEPARTMENT, NEW YORK CITY FIRE DEPARTMENT and MUNICIPALITIES (1-20), (names being fictitious and unknown but described as being municipalities and/or corporations or other entities who were present on September 11, 2011),

Respondents.

TO: City of Newburgh, 83 Broadway, Newburgh, NY 12550
City of Newburgh Fire Department, 22 Grand Street, Newburgh, NY 12550
City of Newburgh Police Department, 55 Broadway, Newburgh, NY 12550
Town of Newburgh, 1496 Route 300, Newburgh, New York 12550
Town of Newburgh Police Department, 300 Gardnertown Road, Newburgh, NY 12550
Westchester County Police Department, 1 Saw Mill River Parkway, Hawthorne, NY 10532
Westchester County Police Department Patrol Services Division, 1 Saw Mill River Parkway, Hawthorne, NY 10532
Westchester County Department of Public Safety, 1 Saw Mill River Parkway, Hawthorne, NY 10532
West Point Fire Department, 721 Washington Road, West Point, NY 10996
New York City Police Department, 1 Police Plaza, New York, NY 10007
New York City Fire Department, 9 MetroTech Center, Brooklyn, New York 11201

1) *The name and post-office address of each claimant and claimant's attorney is:*

JOHN J. MOTTA, JR. and MICHELLE ACEVEDO
1333 126TH Street
College Point, New York 11356

FINK & PLATZ
1325 Franklin Avenue, Suite 260
Garden City, New York

2) *The nature of the claim:*

This Notice of Claim is to recover money damages for serious and permanent personal injuries and dismemberment, pain and suffering, loss of income, medical expenses and related damages incurred by and on behalf of claimant, JOHN J. MOTTA, JR. (hereinafter "JOHN MOTTA") and for damages of loss of services and consortium and other damages suffered by Claimant, MICHELLE ACEVEDO, as a result of the injuries sustained by her spouse, JOHN MOTTA.

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

On September 11, 2011 at approximately 11:11 a.m., on the New York State Thruway southbound, off of the entrance ramp from Old Nyack Turnpike, at or about Exit 14, in Spring Valley, Town of Clarkstown, County of Rockland, State of New York, the claimant JOHN MOTTA was a lawful participant of the 9/11 Tribute Ride with other motorcyclists traveling southbound on the New York State Thruway at or near interchange Exit 14 when a motor vehicle was allowed to enter through an entrance ramp off of Old Nyack Turnpike, in Spring Valley, Town of Clarkstown, County of Rockland, State of New York, which should have been made inaccessible by police, and struck Claimant, JOHN MOTTA causing a catastrophic accident resulting in his right leg amputation, all by reason of the negligence, recklessness, carelessness of the CITY OF NEWBURGH, CITY OF NEWBURGH FIRE DEPARTMENT, CITY OF NEWBURGH POLICE DEPARTMENT, TOWN OF NEWBURGH, TOWN OF NEWBURGH POLICE DEPARTMENT, WESTCHESTER COUNTY POLICE DEPARTMENT, WESTCHESTER COUNTY POLICE DEPARTMENT PATROL SERVICES DIVISION, WESTCHESTER COUNTY DEPARTMENT OF PUBLIC SAFETY, WEST POINT FIRE DEPARTMENT, NEW YORK CITY POLICE DEPARTMENT, NEW YORK CITY FIRE DEPARTMENT and MUNICIPALITIES (1-20), (names being fictitious and unknown but described as being municipalities and/or corporations or other entities who were present on September 11, 2011), (hereinafter "Respondents").

Said occurrence and Claimant's personal injuries and other damages were caused in whole or in part, by the negligence, recklessness, carelessness and statutory and regulatory violations of the Respondents, their agents, servants, employees, licensees, and possible third parties as of yet undetermined in their ownership, operation, management, maintenance, and control of the New York State Thruway and roadway, and entrance and exit ramps thereat; in failing to properly control the motor vehicle traffic on the aforesaid roadway and entrance and exit ramps thereat on September 11, 2011 during the motorcycle tribute ride herein; in failing to properly prevent the onset of motor vehicle traffic on the aforesaid roadway's entrance ramps thereat on September 11, 2011 while motorcycles were in the vicinity; in failing to properly maintain the aforesaid roadway and entrance ramps thereat on September 11, 2011 free of oncoming motor vehicle traffic; in failing to properly direct motor vehicle traffic thereat away from the entrance to the New York State Thruway while motorcycles were in the vicinity; in failing to install and maintain traffic control devices and signs which were proper for aforesaid roadway and entrance and exit ramps thereat on September 11, 2011 indicating the presence of motorcycles and the prohibition of motor vehicles; in causing and creating a dangerous, traplike condition for motorcyclists involved in an organized, planned, scheduled, municipal event which required Respondents escort; in failing to warn motorcyclists of the aforesaid dangers; Claimant, JOHN MOTTA, was caused to be struck and catastrophically injured by the aforementioned motor vehicles due to, including but not limited to the Respondents' poor channelization of traffic, the failure to properly direct or barricade motor vehicles away from the entrance ramps and New York State Thruway while motorcycles were in the vicinity; the failure to control traffic thereat by designated persons and the Respondents and/or their escorts; the failure to design, implement, supervise, and enforce an appropriate maintenance, protection, and traffic plan for this event; in causing, allowing and permitting public motor vehicular traffic in an area where it was hazardous to motorcyclists, including Claimant, JOHN MOTTA; in causing, allowing and/or permitting the use of hazardous, defective, dangerous and unsafe means of access by motor vehicles; the Claimant, JOHN MOTTA and the other motorcyclists were not provided with proper protection from other motor vehicles on the New York State Thruway and was not properly escorted by Respondents.

The Respondents jointly and severally by their servants, agents and/or employees were negligent, careless, reckless and grossly negligent by and/or through their agents, servants, licensees, contractors,

subcontractors, employees and other affiliates agencies and departments, and those acting under their direction, behest, permission and control in the ownership, operation, designing, creating, management, maintenance, contracting, subcontracting, supervision, authorizing use and control of the New York State Thruway; in failing to properly and adequately close off or direct traffic away from the entrance ramp at or about where the accident occurred; in failing to barricade off and provide motorists sufficient time to avoid the entrance ramps at issue; in causing, permitting and allowing a trap, hazard and nuisance to be and exist for an excessive and unreasonable period of time, despite actual and constructive notice of the September 11 tribute ride herein; in failing to take any necessary steps to alleviate said condition.

Further, this incident was caused by the failure of the Respondents to implement and/or abide by its own and other rules, regulations, guidelines, studies and/or plans with regard to the maintenance, control, protection and/or traffic of the above-described and adjacent areas, as agreed to with the *International Association of Fire Fighters Motorcycle Group (IAFF-MG)*.

Furthermore, the Respondents were negligent in hiring, training, retaining and employing contractors, personnel at the site and in its failure to properly train said personnel who were unfit to operate and/or supervise the site or otherwise to perform their duties and in otherwise being negligent.

That by reason of the said negligence, carelessness, and recklessness of the Respondents in allowing and permitting a dangerous, hazardous and trap-like condition to exist, Claimant, JOHN MOTTA, still is and for a long time to come, will be sick, sore, lame, bruised, injured, disabled, and wounded, in and about the various parts of limbs, body, blood vessels and surrounding tissues, and has suffered severe and extreme mental shock and anguish, and was otherwise injured, and upon information and belief, said injuries are permanent. Claimant JOHN MOTTA sustained multiple bodily injuries including, but not limited to his above the right knee amputation. That by reason of the foregoing, the undersigned were and are still obligated to and did necessarily employ medical aid, hospital services, medicine and medical supplies in an attempt to cure the aforesaid injuries, and JOHN MOTTA has been prevented from his usual duties and will be so prevented for a long time to come.

Claimant MICHELLE ACEVEDO has suffered the loss of services and consortium of her husband JOHN MOTTA as a result of the injuries sustained by him as a result of the above accident.

4) *The items of damage or injuries claimed are:*

As a result of the above, claimant, JOHN J. MOTTA, JR., sustained multiple serious bodily injuries the full extent of which are unknown at present, including but not limited to loss of extremities, surgical interventions including an above knee amputation and tissue removal which have caused pain and suffering; depression; scarring, lacerations, contusions, severe pain, damage to tendons and joints, weakness, disability, instability, future degenerative changes, necessity for future medical treatment, surgery, medical expenses and diverse general and special damages, inability to work and be gainfully employed. Claimant has suffered damages in the sum of TWENTY MILLION (\$20,000,000.00) DOLLARS.

Claimant, MICHELLE ACEVEDO, has suffered the loss of services and consortium and other damages of her spouse JOHN J. MOTTA, JR. as a result of the injuries sustained as aforesaid. Claimant has suffered damages in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.

TOTAL AMOUNT CLAIMED: \$25,000,000.00(TWENTY FIVE MILLION DOLLARS)

Dated: Garden City, New York
March 22, 2012

The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

FINK & PLATZ

HARLAN A. PLATZ
Attorneys for Claimant(s)
Office and Post Office Address, Telephone Number
1325 Franklin Avenue, Suite 260
Garden City, New York 11530

[Signature]
JOHN MOTTA
[Signature]
MICHELLE ACEVADO

Individual Verification

State of New York, County of Queens ss:
JOHN MOTTA and MICHELLE ACEVADO

Being duly sworn, depose and say that deponents are the claimants in the within action; that he she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponents' own knowledge, except as to the matters therein stated to be alleged on information and belief and that as to those matters deponents believe to be true.

[Signature]
JOHN MOTTA
[Signature]
MICHELLE ACEVADO

Sworn to before me, this 22 day of March, 2012

[Signature]
Notary Public

Corporate Verification

State of New York, County of _____ ss:

Being duly sworn, deposes and says that deponent is the corporate claimant named in the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief and that as to those matters deponent believes is to be true.

This verification is made by deponent because said claimant is a _____ corporation, and deponent an officer thereof, to wit is _____

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

Sworn to before me, this _____ day of _____, 20__

Notary Public
[Signature]

In the Matter of the Claim of

John Motta and Michelle Acevado

Against

City of Newburgh, et al

Notice of Claim

FINK & PLATZ
Attorneys for Claimant(s)
Office and Post Office Address
1325 Franklin Avenue
Suite 260
Garden City, New York 11530
(516) 280-5516
Fax: (516) 280-5520

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
MV-104A (3/04)

Local Codes
NY11-3105
SP1T20004858

UNRECORDED REPORT

1	Accident Date Month: 9, Day: 11, Year: 2011	Day of Week Sunday	Military Time 11:11	No. of Vehicles 2	No. Injured 1	No. Killed 0	Not Investigated at Scene <input type="checkbox"/>	Left Scene <input checked="" type="checkbox"/>	Police Photos <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	20
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2	VEHICLE 1 - Driver License ID Number 481485999	State of Lic. NY	VEHICLE 2 - Driver License ID Number 952096646	State of Lic. NY	21
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3	Driver Name - exactly as printed on license MOTTA JR, JOHN J	Address (Include Number and Street) 13-33 126TH STREET	City or Town COLLEGE POINT	State NY	Zip Code 11356	Driver Name - exactly as printed on license FIGNARD, JOSEPH	Address (Include Number and Street) 11 GARDEN ST	City or Town SPRING VALLEY	State NY	Zip Code 10977	22
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4	Date of Birth Month: 11, Day: 17, Year: 1971	Sex M	Unlicensed <input type="checkbox"/>	No. of Occupants 01	Public Property Damaged <input type="checkbox"/>	Date of Birth Month: 6, Day: 22, Year: 1966	Sex M	Unlicensed <input type="checkbox"/>	No. of Occupants 01	Public Property Damaged <input type="checkbox"/>	23
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5	Name - exactly as printed on registration MOTTA JR, JOHN J	Sex M	Date of Birth Month: 11, Day: 17, Year: 1971	Name - exactly as printed on registration DIDIC, REGINALD	Sex M	Date of Birth Month: 4, Day: 13, Year: 1958	24
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6	Address (Include Number and Street) 13-33 126TH STREET	City or Town COLLEGE POINT	State NY	Zip Code 11356	Address (Include Number and Street) RYACK PLAZA APT 205	City or Town RYACK	State NY	Zip Code 10960	25
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7	Plate Number M108RD	State of Reg. NY	Vehicle Year & Make 2007 SUZU	Vehicle Type MCV	Ins. Code 478	Plate Number EED7266	State of Reg. NY	Vehicle Year & Make 1995 MERC	Vehicle Type ADSD	Ins. Code 182	26
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8	Police/Accident Number(s)	Vehicle Number(s)	27
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9	Check if involved vehicle is: <input type="checkbox"/> more than 84 inches wide; <input type="checkbox"/> more than 84 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.	Check if involved vehicle is: <input type="checkbox"/> more than 84 inches wide; <input type="checkbox"/> more than 84 feet long; <input type="checkbox"/> operated with an overweight permit; <input type="checkbox"/> operated with an overdimension permit.	Circle the diagram below that describes the accident, or draw your own diagram in space 28. Number the vehicles.	28
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10	VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more damage codes	VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more damage codes	ACCIDENT DIAGRAM	29
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11	Vehicle Dr. RAMAPO Towed To: RAMAPO	Vehicle Br. Towed To:	Cost of repairs to any one vehicle will be more than \$1000. <input checked="" type="checkbox"/> Unknown/Unable to determine <input type="checkbox"/> Yes <input type="checkbox"/> No	30
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12	Relationship Marker	Coordinates (if available) Latitude/Northing: 4580498 Longitude/Easting: 581445	Place Where Accident Occurred: County: ROCKLAND Road on which accident occurred: I 87 S/R at 1) intersecting street: MPM 22.9 or 2) Intersecting Street Name: [] N [] S [] E [] W	31
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13	Accident Description/Officer's notes: V-1 (MOTORCYCLE) AND V-2 TRAVELING SOUTHBOUND ON I-87 IN THE CENTER LANE. V-1 COMES TO A STOP AND PUTS RIGHT FOOT DOWN. V-2 SWERVES AROUND V-1 BUT IS UNABLE TO AVOID CONTACT. V-2 SIDE SWIPES V-1. CP/V-1 FALLS FROM V-1. DAMAGE TO BOTH VEHICLES. NO DAMAGE TO THRUWAY PROPERTY. WITNESS #1 - RICHARD J GAULIN 141 OVERKILL ROAD STORVILLE NY 12582 (914) 403-7082 EXT. (845) 226-1600 Ext. 8	32
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ALL INVOLVED	Names of all involved										Date of Death Only		
	8	9	10	11	12	13	14	15	16	17 BY	TO 18		
A	1	1	6	3	39	M	11	01	2	9993	5905	MOTTA JR, JOHN J	
B	2	1	4	1	45	M	-	-	-	-	-	FIGNARD, JOSEPH	
C													
D													
E													

Officer's Rank and Signature TROOPER M A BERBERENA	Badge No. 2733	NIC No. 15904	Precinct/Post 71	Station/Beat 11	Reviewing Officer <i>[Signature]</i>	Date/Time Reviewed 10/11/11 224m
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PUBLIC HEARING

PLEASE TAKE NOTICE that the City Council of the City of Newburgh will hold a public hearing on Monday, April 9, 2012 at 7:00 p.m. at the Multi-Purpose Activity Center, 401 Washington Street, Newburgh, NY 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 Charger sand Sanitation Fees"

**LORENE VITEK
CITY CLERK**

DATED: March 28, 2012

PUBLISH: April 3, 2012 (The Sentinel)

**April 4, 2012 (Hudson Valley Press
& Mid-Hudson Times)**

RESOLUTION NO.: 52 - 2012

OF

APRIL 9, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND
CONTRACT EXTENSION WITH WORKFORCE DEVELOPMENT INSTITUTE
TO PROVIDE SERVICES IN CONNECTION WITH NEWBURGH BUILDS NEWBURGH
PROGRAMS TO SERVE LOW INCOME FAMILIES AND PERSONS WITH IDENTIFIED
BARRIERS TO EMPLOYMENT
AT AN ADDITIONAL COST TO THE CITY OF \$14,350.00**

WHEREAS, the City Council has by Resolution No. 185-2011 of September 12, 2011 authorized contract with Workforce Development Institute ("WDI") to provide services in connection with Newburgh Builds Newburgh Programs to serve low income families and persons with identified barriers to employment; and

WHEREAS, the City Council has by Resolution No. 18-2012 of February 14, 2012 authorized an extension of the contract with WDI for such services effective through April 30, 2012 at no extra cost to the City of Newburgh; and

WHEREAS, WDI has requested a second extension to complete the work of the contract until July 31, 2012; and

WHEREAS, the extension of such services through July 31, 2012 will be at an additional cost to the City of Newburgh of \$14,350.00; and

WHEREAS, this Council has determined that extending such an agreement is in the best interests of the City of Newburgh and its residents and citizens alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a second extension of a contract with Workforce Development Institute to provide services in connection with Newburgh Builds Newburgh Programs to serve low income families and persons with identified barriers to employment at an additional cost to the City of \$14,350.00.

ADDENDUM TO AGREEMENT BY AND BETWEEN
THE CITY OF NEWBURGH, NEW YORK
AND
WORKFORCE DEVELOPMENT INSTITUTE, INC.

This Addendum to the Agreement is made and entered into this ____ day of _____, 2012 by and between and the Workforce Development Institute, Inc. ("WDI"), located at 24 Fourth Street, Troy, New York 12180 and City of Newburgh, New York, with offices at 83 Broadway, Newburgh, New York 12550 ("CITY"), dated October 4, 2011:

1. The Agreement shall be effective until July 31, 2012.
2. Additional expense to the CITY of the salary and fringe for the Program Coordinator in the amount of \$14,350.
3. All other terms and conditions set forth in the Agreement, dated October 4, 2011 shall remain in effect.
4. This Addendum, together with the 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:

WORKFORCE DEVELOPMENT
INSTITUTE, INC.

CITY OF NEWBURGH, NY

Name:

Title:

Date:

Name:

Title:

Date:

APPROVED AS TO FORM:

MICHELLE KELSON,
CORPORATION COUNSEL

CHERYL A. GROSS,
COMPTROLLER

LOCAL LAW NO.: 1 - 2012

OF

APRIL 9, 2012

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.

LOCAL LAW NO.: 2 - 2012

OF

APRIL 9, 2012

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.

RESOLUTION NO.: 49 - 2012

OF

APRIL 9, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT OFFERED BY THE
ORANGE COUNTY YOUTH BUREAU FOR THE 2012 TEEN SOLUTIONS GRANT
IN AN AMOUNT NOT TO EXCEED \$21,290.00 WITH NO MATCHING FUNDS**

WHEREAS, the Orange County Youth Bureau is offering funding through the 2012 Teen Solutions Grant; and

WHEREAS, the funding is designed to increase services, opportunities, and supports to youth in evenings and weekends during non-school hours primarily in the summer to help reduce crime and other at-risk behavior; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded said funding in the amount of \$21,290.00; and

WHEREAS, such application will require no City match; 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 City Manager be and he is hereby authorized to apply for and accept if awarded on behalf of the City a Grant from the Orange County Youth Bureau for the 2012 Teen Solutions in an amount not to exceed \$21,290.00 with no matching funds.

RESOLUTION NO.: 50 - 2012

OF

APRIL 9, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN ACCESS AGREEMENT WITH
CENTRAL HUDSON GAS AND ELECTRIC CORPORATION
AND THEIR CONTRACTED AGENTS TO ALLOW THEM ACCESS
TO CITY OWNED PROPERTY IN CONNECTION WITH THE
INVESTIGATION AND ENVIRONMENTAL CLEAN-UP OF THE
MANUFACTURED GAS PLANT IN THE VICINITY OF RENWICK STREET
IN THE CITY OF NEWBURGH

WHEREAS, the New York State Department of Environmental Conservation ("NYSDEC") issued a Record of Decision ("ROD") in December 2005, for Site No. 3-36-042 which, among other things, chose a remedial alternative for the Site, required CHG&E to construct the chosen remediation alternative and monitor the remediation following construction; and

WHEREAS, the remedial construction has been completed and CHG&E and its designated representatives are now performing various post-remediation monitoring activities; and

WHEREAS, the post-remediation monitoring activities require CHG&E and its designated representatives to access portions of the Project Area (as that term is defined in the ROD) that are owned or controlled by the City, including a sewage treatment plant located at 2 Renwick Street (the "STP") which is operated by the City of Newburgh under contract with Severn Trent Environmental Services ("the STP Operator"), portions of Renwick Street, and a portion of the shoreline and the Hudson River located in the Project Area (collectively referred to as "the City Properties"); and

WHEREAS, CHG&E wishes to continue to access the City Properties in order to comply with its obligations under the ROD and the final NYSDEC-approved Site Management Plan (which is currently in draft form), and the City agrees to provide access to CHG&E and its designated representatives to certain portions of the Project Area that the City owns or controls, subject to the conditions provided within the attached agreement, to allow CHG&E to perform its continuing obligations; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into the same is 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 an access agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas and Electric Corporation and their contracted agents to allow them access to City owned property in connection with the investigation and environmental clean-up of the Manufactured Gas Plant in the vicinity of Renwick Street in the City of Newburgh.

ACCESS AGREEMENT

This Agreement is made as of the ____ day of _____, ~~2011~~, 2012, by and between The City of Newburgh (the "City"), a New York State municipal corporation having offices at 83 Broadway, Newburgh, New York 12550, and Central Hudson Gas & Electric Corporation ("CHG&E"), a corporation organized and existing under the laws of the State of New York, having offices at 284 South Avenue, Poughkeepsie, New York 12601-4879.

WITNESSETH:

WHEREAS, the New York State Department of Environmental Conservation ("NYSDEC") issued a Record of Decision ("ROD") in December 2005, for Site No. 3-36-042 which, among other things, chose a remedial alternative for the Site, required CHG&E to construct the chosen remediation alternative and monitor the remediation following construction; and

WHEREAS, the remedial construction has been completed and CHG&E and its designated representatives are now performing various post-remediation monitoring activities; and

WHEREAS, the post-remediation monitoring activities require CHG&E and its designated representatives to access portions of the Project Area (as that term is defined in the ROD) that are owned or controlled by the City, including a sewage treatment plant located at 2 Renwick Street (the "STP") which is operated by the City of Newburgh under contract with Severn Trent Environmental Services ("the STP Operator"),

portions of Renwick Street, and a portion of the shoreline and the Hudson River located in the Project Area (collectively referred to as "the City Properties"); and

WHEREAS, CHG&E wishes to continue to access the City Properties in order to comply with its obligations under the ROD and the final NYSDEC-approved Site Management Plan (which is currently in draft form), and the City agrees to provide access to CHG&E and its designated representatives to certain portions of the Project Area that ~~the~~ the City owns or controls, subject to the conditions provided below, to allow CHG&E to perform its continuing obligations;

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, CHG&E and the City agree as follows:

1. CHG&E, or its designated representatives, will notify the STP Operator contact (as listed below in paragraph 109) with advance notice of a need to access the City Properties for "non-routine" events that will include:
 - a. the date, expected time and approximate duration of the requested access;
 - b. the reason(s) for the requested access;
 - c. the person(s) who will be visiting and their affiliation; and
 - d. the expected general location on the City Properties of the requested access.

(the "Advance Notice"). The Advance Notice will be provided to the STP Operator contact at least one (1) month prior to any planned visits to the

City Properties, and may be communicated by e-mail, telephone or US mail. Any significant deviation or change to the Advance Notice will be communicated by telephone to the STP Operator contact no less than 24 hours before the expected deviation or change. No deviation or change to the Advance Notice will be permitted unless agreed to by the STP Operator contact. Advance Notice is not required for "routine" events, such as sampling monitoring wells, removing waste material drums for disposal, or other activities that may be considered to be "routine" in nature and that have been ongoing with the knowledge and approval of the STP Operator, and that are expected to continue on a recurring basis in the future. As a courtesy, contact will be made to the STP Operator if there is a change in the frequency (i.e. bi-weekly to weekly sampling) associated with such "routine" events in the future.

2. If the STP Operator cannot permit CHG&E access to the City Properties on any day(s) or time(s) ~~requested~~ contained in the Advance Notice, the STP Operator will notify the CHG&E contact listed below in paragraph 109 no later than ten (10) calendar days prior to the requested access by e-mail, telephone or U.S. mail, unless the notification is caused by an emergency situation or unanticipated event; then such notification will occur as soon as reasonably possible. When so notifying CHG&E that an ~~requested~~ access date and time cannot occur, ~~the parties to this agreement~~ CHG&E and the STP Operator agree to reschedule the requested access on a date and at a time as close to the date and time contained in the

Advance Notice as reasonably possible and convenient to the STP Operator and CHG&E.

3. Any ~~request access to the City Properties~~ by CHG&E and its designated representatives ~~to access the City Properties~~ will generally ~~be occur~~ between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The City, STP Operator or representatives of the City or STP Operator retain the authority to observe any activities performed by CHG&E and its designated representatives during its access to the City Properties, and all such observers will abide by all applicable health and safety requirements provided to them by CHG&E or its designated representatives.
4. Nothing in this Agreement shall preclude CHG&E and its designated representatives from accessing the City Properties during an emergency or unanticipated event that requires immediate access. In such a situation, CHG&E and its designated representatives shall provide notice to the STP Operator as soon as possible under the circumstances.
5. When accessing City Properties, CHG&E and its designated representatives will comply with applicable City and STP Operator worker safety and other requirements.
6. CHG&E will be responsible for properly handling and disposing of all materials it generates on or from the City Properties, including but not limited to any contaminated soils, sediments or liquids, and the City will have no liability regarding these materials.

7. CHG&E agrees to indemnify and hold harmless the City from any and all claims, damages, suits, actions, proceedings, losses and expenses (collectively, referred to as "claims") which may be incurred or awarded against the City or its designated representative arising from the access granted to CHG&E and its designated representatives. Said indemnification includes all costs of defense of any action brought against the City or its designated representative. CHG&E may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by CHG&E, it will submit the proposed settlement to the City for its concurrence. CHG&E agrees to provide all litigation papers to the City. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the City or its designated representative or any claim unrelated to the access granted to CHG&E and its designated representatives.

8. The indemnification obligations contained in the above paragraph shall survive this Agreement for a period of 7 (seven) years after this Agreement terminates.

9. ~~8.~~ Notwithstanding anything to the contrary in this Agreement, the City and CHG&E agree to attempt to resolve promptly any disputes or material breaches that arise under this Agreement, and to submit any disputes that are not resolved promptly to dispute resolution, which shall mean submitting the dispute to a neutral third party mediator or arbitrator, as mutually agreed upon by the City and CHG&E. In addition, following

dispute resolution, the City and CHG&E reserve whatever rights they may have in law and equity to seek relief in a court of competent jurisdiction in the event that an alleged material breach of any provision of this Agreement results in damages and/or indirect costs to either party.

10. ~~9.~~The CHG&E contact shall be:

Mr. ~~Mark McLean~~Wayne Maneroni
Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601-4879
Telephone: (845) 486-5534461
wmaneronimmclean@cenhud.com

÷
The owner City contact shall be:

Craig M. Marti, P.E.
City Engineer
The City of Newburgh
83 Broadway
Newburgh, New York 12550
(845) 569-7446

The STP Operator contact shall be: ~~[NAME]~~Mr. Joseph Sagnis
Area Manager

Address
Telephone number and e-mail address
Severn Trent Environmental Services
2 Renwick Street
Newburgh, New York 12550
845-565-6182
jsagnis@stes.com

Any changes to these contact people, telephone numbers or e-mail addresses by CHGE, or the STP Operator shall be provided to the other as soon as practicable.

11. ~~10.~~This Access Agreement shall become effective upon execution by the authorized representatives of the City and CHG&E.

12. This Agreement shall terminate upon written notice by either party to the other stating the reason or reasons for termination and providing no less than 1 month advance notice of said termination. A notice of termination by the City shall be subject to dispute resolution as provided in paragraph 9, above should CHG&E wish to invoke dispute resolution.

City of Newburgh

Central Hudson Gas &
Electric Corporation

By:

By:

Date: _____

Date: _____

1046459

RESOLUTION NO.: 51 - 2012

OF

APRIL 9, 2012

A RESOLUTION IN SUPPORT OF AN APPLICATION BEING
SUBMITTED BY THE CITY OF PEEKSKILL FOR A
LOCAL GOVERNMENT EFFICIENCY GRANT SUPPORTING THE
SHARED REDEVELOPMENT SERVICES PROGRAM OF THE
MAYORS REDEVELOPMENT ROUNDTABLE

WHEREAS, the City of Newburgh and its redevelopment staff and corporation counsel have been participating in the Mayors' Redevelopment Roundtable ("Roundtable") for four years to develop strategies for making the participating cities redevelopment-ready in order to increase its tax base and to stimulate sustainable economic development; and

WHEREAS, the Mayors' Redevelopment Roundtable creates a vehicle for and implements a program for sharing expert development staff and professional services among the cities participating, the staff of the Land Use Law Center, and experts on the strategies being developed; and

WHEREAS, this shared services approach to developing redevelopment strategies realized significant cost benefits through the essential services provided and the addition of development attracted by the strategies to the tax base; and

WHEREAS, the Roundtable has been effective in working with the Mid-Hudson Regional Economic Development Council to create an urban redevelopment policy in its five year strategy so that projects for state funding from Roundtable communities are as competitive as possible; and

WHEREAS, the City of Newburgh benefits from the redevelopment strategies developed through the Roundtable, through the urban policy adopted, and by participating and indicates that the City is cooperating in a regional redevelopment strategy in furtherance of several state policies; and

WHEREAS, the cooperation of the nine communities in the Roundtable is memorialized by a Memorandum of Agreement signed by each of the mayors of the cooperating communities, constituting an inter-municipal agreement to cooperate in developing redevelopment strategies that respond to the critical issues faced by Roundtable communities; and

WHEREAS, the City of Peekskill has agreed to submit a grant to the State of New York under the Local Government Efficiency Grant Program for a two-year \$200,000 grant to continue the shared services initiative of the Roundtable and to act as the fiscal agent for the Roundtable in administering the grant on behalf of the participating cities which include Yonkers, Mt. Vernon, New Rochelle, White Plains, Port Chester (a village), Beacon, Poughkeepsie, and Newburgh; and

WHEREAS, the Grant requires a 10 percent local share, which can be contributed by any of the cooperating communities in the Roundtable through any projects that it funds that are part of the Shared Redevelopment Services Program: representing an average yearly local commitment of approximately \$1,000 per Roundtable community;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Peekskill, through Mayor Mary Foster is authorized on behalf of the City of Newburgh to submit an application for \$180,000, two year grant for the \$200,000 Shared Redevelopment Services Program of the Mayors' Redevelopment Council, be a co-applicant and to execute all financial and administrative processes related to the implementation of the program; and

BE IT FURTHER RESOLVED, that this City Council supports this Shared Development Services initiative and pledges, if needed, to provide its share of the required \$20,000 local share required, an average of \$1,120 per year, in conjunction with the other co-applicants: the cities of Beacon, Mount Vernon, Peekskill, New Rochelle, Poughkeepsie, Yonkers, White Plains, and the village of Port Chester;

RESOLUTION NO.: 158 - 2011

OF

AUGUST 8, 2011

A RESOLUTION INVITING PROPERTY DEVELOPERS
TO PARTICIPATE IN THE CITY OF NEWBURGH'S
REQUEST FOR PROPOSALS IN CONNECTION WITH
THE DEVELOPMENT OF THE PROPERTY COMMONLY
REFERRED TO AS THE "MID BROADWAY SITE"

WHEREAS, in April of 2011, the City of Newburgh issued Requests for Qualifications ("RFQ") for the development of the parcels commonly referred to as the "Mid Broadway Site"; and

WHEREAS, in response to the "RFQ" the City received submissions from six (6) developers; and

WHEREAS, a review committee consisting of bankers, real estate developers and City staff reviewed the six (6) responses to the RFQ; and

WHEREAS, the committee recommended three (3) (four (4)) developers present their proposed projects to the City Council; and

WHEREAS, this Council heard such presentations at the regularly scheduled Work Session held on August 4, 2011 and now wishes to invite those developers to respond to a Request for Proposals ("RFP");

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Walison Corp., Poco Partners, LLC with the Kretchmer Companies, LLC and Mill Street Partners with RECAP and CPC Resources, Inc. (and _____) be and are hereby invited to participate in the City of Newburgh's "RFP" on such terms and conditions attached hereto and made a part hereof, and with such other terms and conditions as may be required by Corporation Counsel in connection with the development of the property commonly referred to as the "Mid Broadway Site."

Councilwoman Bell moved and Councilwoman Bello seconded that the resolution be tabled.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Mayor Valentine - 4

TABLED

RESOLUTION NO.: 53 - 2012

OF

APRIL 9, 2012

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID
AND TO EXECUTE AN AGREEMENT FOR VENDOR SERVICES
WITH ECONOMY CLEANERS
TO PROVIDE UNIFORM CLEANING SERVICES
TO THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the City of Newburgh Police Department has implemented a Quartermaster system for issuing police uniforms which requires that the uniforms be cleaned on a regular basis prior to issuance to police officers; and

WHEREAS, the City of Newburgh has duly advertised for bids for the Uniform Cleaning Services for the City of Newburgh Police Department; and

WHEREAS, bids have been duly received and opened and Economy Cleaners is the low bidder; and

WHEREAS, the fees for items to be cleaned weekly are a flat rate price of \$9.25 for 2 pants and 2 shirts, and items to be cleaned on occasion are dress blouse \$2.95 each; winter jacket \$7.75 each; and vest cover \$2.25 each; and

WHEREAS, the quoted prices are fixed and guaranteed for the length of the contract for a term of one (1) year with no annual price index increases; and

WHEREAS, such contract is in the best interests of the Police Department and the citizens of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Uniform Cleaning Services be and it hereby is awarded to Economy Cleaners and that the City Manager is hereby authorized to enter into a contract for such work in the aforesaid amounts, funds to be had from budget line A.3120.0448.

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 Economy Cleaners, a firm with principal offices at 567 Broadway, Newburgh, New York, 12550, 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, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning May 1, 2012, and ending April 30, 2013.

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 B, 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 B, 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 sixty (60) 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.

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.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or

indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. 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, Workers' Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance as may be required by law and as VENDOR may require.

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.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon 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.

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

In the event the CITY terminates this Agreement in whole or in part, 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, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

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 17. 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 18. 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 19. 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 20. 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 21. 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

ECONOMY CLEANERS

BY: _____
RICHARD F. HERBEK,
CITY MANAGER

BY: _____
NAME:
TITLE:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

MICHELLE KELSON,
CORPORATION COUNSEL

DATE: _____

CHERYL A. GROSS,
CITY COMPTROLLER

DATE: _____

SCHEDULE A

SCOPE OF SERVICES

UNIFORM CLEANING SERVICES

3.0 CLEANING:

- A. All uniforms are to be thoroughly cleaned and have all stains removed through laundering procedures in accordance with manufacturer's specifications.
- B. All garments are to be spotted for stains and treated with the proper chemicals to insure their removal.
- C. All cleaning chemicals used must meet or exceed current environmental and safety requirements.
- D. The final rinse water shall be brought to a PH of between 5.5 and 6.0.
- E. Officer pants are to be hung on a 13 gauge hanger with a no slip trouser guard.
- F. Officer shirts are to be hung on a 14 gauge executive shirt hanger.
- G. All garments are to be twist-tied and bagged in plastic cover.
- H. All invoices shall be sent to the Police Department on a monthly basis with a summary of all services attached. Such shall be mailed to: City of Newburgh Police Department, 83 Broadway, Newburgh, NY 12550.

SCHEDULE B

FEES AND EXPENSES

CLEANING PRICE RATE

1. ITEMS TO BE CLEANED WEEKLY - PRICED AT A FLAT RATE:

2 OFFICERS PANTS
2 OFFICERS SHIRTS
4 ITEMS OF COMBINATION \$ 9.25 FLAT RATE PRICE

2. ITEMS TO BE CLEANED ON OCCASION - PRICED PER ITEM:

DRESS BLOUSE \$ 2.95 PRICE EACH
WINTER JACKET \$ 7.75 PRICE EACH
VEST COVER \$ 2.25 PRICE EACH

Quoted prices are fixed and guaranteed for the length of the contract with no annual price index increases.