

A regular meeting of the City Council of the City of Newburgh was held on Tuesday, November 13, 2012 at 7:00 P.M. at the Multi-Purpose Activities Center, 401 Washington Street, Newburgh, New York.

The Prayer was led by Father Bill Scafidi and the Pledge of Allegiance was performed in unison.

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 Work Session of October 18, 2012 and the minutes of the City Council Meeting of October 22, 2012 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 October be approved 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 October be received and filed only.

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

CARRIED

COMMUNICATIONS

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

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

CARRIED

MESSAGE FROM THE MAYOR

Mayor Kennedy performed a slide presentation reviewing the *Rules of Conduct for City Council Meetings*. She remarked that we have had some meetings that have reeled out of control. Many citizens have expressed to her that they are afraid to bring their children to the meetings. Others have watched the televised version, and they have expressed that they are not going to attend the meetings. Even businesses have expressed that they are not going to work with us until we get our acts together.

This council meeting is a place to conduct business, and it is a place where we need to have honor and respect. She reviewed the rules of conduct to ensure that we have a clear understanding of what they are. They are going to be enforced to the Letter of the Law from this day forward.

PROPOSED PUBLIC HEARINGS

RESOLUTION NO.: 196 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR
NOVEMBER 26, 2012 TO RECEIVE PUBLIC COMMENT ON THE
CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
FOR FISCAL YEAR 2013

BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2013; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 26th day of November, 2012 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, 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

RESOLUTION NO.: 203 - 2012

OF

NOVEMBER 13, 2012

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 26, 2012
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW ENACTING
CHAPTER 70 ENTITLED "PARKING VIOLATIONS BUREAU"
OF THE CODE OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law enacting Chapter 70, entitled "Parking Violations Bureau" of the Code of the City of Newburgh and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 26th day of November, 2012, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, 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

203-12
LOCAL LAW NO.: _____ - 2012

OF

_____, 2012

A LOCAL LAW ADDING CHAPTER 70 ENTITLED "PARKING VIOLATIONS BUREAU"
TO 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 Adding Chapter 70 entitled 'Parking Violations Bureau' to the Code of Ordinances of the City of Newburgh."

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to create the Parking Violations Bureau to adjudicate parking violations in the City of Newburgh.

SECTION 3 - AMENDMENT

The Code of Ordinances is hereby amended to add Chapter 70 entitled "Parking Violations Bureau" to read as follows:

§ 70-1. Purpose.

The City Council of the City of Newburgh creates a Parking Violations Bureau to adjudicate parking violations in the City of Newburgh.

§ 70-2. Definitions

The following terms and words, when used in this Chapter, shall have the meaning and effect as follows:

OPERATOR – Any person, corporation, firm, partnership, agency, association, organization or lessee that uses or operates a vehicle with or without the permission of the owner and an owner who operates his own vehicle.

OWNER – Any person, corporation, partnership, firm, agency, association, lessor or organization who at the time of the issuance of a notice of violation in any city which a vehicle is operated:

1. Is the beneficial or equitable owner of such vehicle ; or

2. Has title to such vehicle; or
3. Is the registrant or co-registrant of such vehicle which is registered with the department of motor vehicles of this state or any other state, territory, district, province, nation or other jurisdiction; or
4. Uses such vehicle in its vehicle renting and/or leasing business; or
5. Is an owner of such vehicle as defined by section 128 of the New York State Vehicle and Traffic Law or section 2100(a) of the New York State Vehicle and Traffic Law.

LESSOR – Any person, corporation, firm, partnership, agency, association or organization engaged in the business of renting or leasing vehicles to any lessee or bailee under a rental agreement or otherwise, wherein the said lessee or bailee has the exclusive use of said vehicle for any period of time.

LESSEE – means any person, corporation, firm partnership, agency, association or organization that rents, bails, leases, or contracts for the use of one or more vehicles and has the exclusive use thereof for any period of time.

RESPONDENT – Any person, corporation, firm, agency, association or organization charged with a parking violation.

VEHICLE – A vehicle as defined in section 159 of the New York State Vehicle and Traffic Law.

VIOLATION – The violation of any law, rule, regulation or ordinance providing for or regulating the parking, stopping or standing of a vehicle within the City of Newburgh.

§ 70-3. Terminology.

For the purposes of this Article, the term "Commissioner", unless specifically designated otherwise, shall refer to the City Manager who is charged with the specific responsibilities or duties referred to in this article.

§ 70-4. Establishment of Parking Violations Bureau.

There is hereby created an administrative tribunal as authorized by Chapter 408 of the Laws of 2012 to be known as a "Parking Violations Bureau" to have jurisdiction of traffic infractions which constitute a parking violation as herein defined. Such Parking Violations Bureau shall hear and determine complaints of traffic infractions constituting parking, standing or stopping violations with the functions, powers and duties herein stated.

§ 70-5. Officers and employees of Bureau.

- A. The head of such parking violations bureau shall be the Director, who shall be appointed and serve at the pleasure of the City of Newburgh's City Manager, who has and possesses the authority of a Commissioner of Traffic pursuant to Section 236 of the Vehicle and

Traffic Law of the State of New York. The director may exercise or delegate any of the functions, powers and duties conferred upon him or the Bureau by the Commissioner to any officer or employee of the Bureau deemed qualified by the director.

- B. The City Manager may appoint such number of deputy directors as he may deem necessary, but in no event to exceed four (4), who shall serve at the pleasure of the Commissioner; and said Commissioner may employ such officers and employees as may be required to perform the work of the Bureau, within the amounts available therefor in the City budget.

§ 70-6. Hearing Examiners.

- A. The Commissioner shall appoint supervising hearing examiners not to exceed six (6) in number and senior hearing examiners not to exceed six (6) in number. Every supervising hearing examiner shall have been admitted to the practice of law in the State of New York for at least seven (7) years and every senior hearing examiner for at least six (6) years. The duties of each supervising hearing examiner and senior hearing examiner shall include but not be limited to:

- (1) Presiding at hearings for the adjudication of charges of parking violations.
- (2) The supervision and administration of the work of the Bureau.
- (3) Membership on the appeals board of the Bureau, as herein provided.

- B. The Commissioner shall appoint hearing examiners who shall preside at hearings for the adjudication of charges of parking violations. Hearing examiners shall be appointed and shall serve for such number of sessions as may be determined by the Commissioner and shall receive therefor such remuneration as may be fixed by the Council. Such hearing examiners shall not be considered employees of the City of Newburgh; and every hearing examiner shall have been admitted to the practice of law in New York State for at least five (5) years and shall be appointed from a list of eligible candidates who have satisfied the standards established by a duly constituted committee of the Orange County Bar Association. All such hearing examiners shall have a minimum of two (2) years' experience in the trial of issues in courts of record in the State of New York, exclusive of special term, or four (4) years of quasi-judicial experience appearing before governmental agencies. Such hearing examiners shall be bona fide residents of the City of Newburgh.

§ 70-7. Powers and duties of Bureau.

The Parking Violations Bureau shall have the following functions, powers and duties:

- A. To accept pleas to and to hear and determine charges of parking violations.
- B. To provide for penalties other than imprisonment for parking violations in accordance with a schedule of monetary fines and penalties; provided, however, that monetary

penalties shall not exceed the maximum amount allowed by the New York State Vehicle and Traffic Law for each parking violation.

- C. To adopt rules and regulations, not inconsistent with any applicable provision of law, to carry out the purposes of Article 2-B of the Vehicle and Traffic Law of the State of New York, including but not limited to rules and regulations prescribing the internal procedures and organization of the Bureau, the manner and time of entering pleas, the conduct of hearings and the amount and manner of payment of penalties.
- D. To issue subpoenas to compel the attendance of persons to give testimony at hearings and to compel the production of relevant books, papers and other things.
- E. To enter judgments and enforce them, without court proceedings, in the same manner as the enforcement of money judgments in civil actions in any court of competent jurisdiction or any other place provided for the entry of civil judgment within the State of New York.
- F. To compile and maintain complete and accurate records relating to all charges and dispositions and to prepare complete and accurate transcripts of all hearings conducted by the Bureau and to furnish such transcripts to the person charged at said person's own expense upon timely request and upon said person complying with the regulations of the Bureau.
- G. To remit to the Comptroller, on or before the 15th day of each month, all monetary penalties or fees received by the Bureau during the prior calendar month, along with a statement thereof, and, at the same time, to file duplicate copies of such statement with the City Comptroller.
- H. To answer within a reasonable period of time all relevant and reasonable inquiries made by a person charged with a parking violation or his attorney concerning the notice of violation (summons) served on that person. The Bureau must also furnish within a reasonable period of time to the person charged, on his request and upon complying with the regulations of the Bureau, a copy of the original notice of violation (summons), including all information contained thereon. Failure of the Bureau to comply with the provisions of this subsection or any part of the provisions of this subsection within forty-five (45) days of such inquiry, forwarded to the bureau by certified or registered mail, return receipt requested, will result, upon the request of the person charged, in an automatic dismissal of all charges relating to and only to that notice of violation (summons) to which the inquiry was made.
- I. To prepare and issue a notice of violation in blank to members of the Police Department, parking enforcement officers and to other officers as the Bureau by regulation shall determine. The notice of violation (summons) or duplicate thereof, when filled in and

sworn to or affirmed by such designated officers and served as provided in this Chapter, shall constitute notice of the parking violation charged.

§ 70-8. Notice of violation (summons).

- A. The notice of violation (summons) shall contain information advising the person charged of the manner and the time in which he may plead either guilty or not guilty to the violation alleged in the notice. Such notice of violation (summons) shall also contain a warning to advise the person charged that failure to plead in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon. The form and wording of the notice of violation (summons) shall be prescribed by the Director. A duplicate of each notice of violation (summons) shall be served on the person charged in the manner hereinafter provided. The original or a facsimile thereof shall be filed and retained by the Bureau and shall be deemed a record kept in the ordinary course of business and shall be prima facie evidence of the facts contained therein.
- B. A notice of violation (summons) shall be served personally upon the operator of a motor vehicle who is present at the time of service, and his name and address, together with the plate designation and the plate type as shown by the registration plates of said vehicle and the expiration date; the make or model and the body type of said vehicle; a description of the charged violation, including but not limited to a reference to the applicable traffic rule or provision of this chapter; information as to the days and hours the applicable rule or provision of this chapter is in effect, unless always in effect pursuant to rule or this chapters and where appropriate the work ALL when the days and/or hours in effect are every day and/or twenty-four hours a day; the meter number for a meter violation, where appropriate; and the date and a particular place of occurrence of the charge violation, shall be inserted therein. The notice of violation (summons) shall be served upon the owner of the motor vehicle or, if the operator is not present, by affixing such notice to said vehicle in a conspicuous place. Whenever so affixed, in lieu of inserting the name of the person charged with the violation in the space provided for the identification of said person, the words "owner of the vehicle bearing license" may be inserted, to be followed by the plate designation and plate type as shown by the registration plates of said vehicle, together with the expiration date, the make or model and the body type of said vehicle. Service of the notice of violation (summons) or a duplicate thereof by affixation as herein provided shall have the same force and effect and shall be subject to the same penalties for disregard thereof as though the same was personally served with the name of the person charged with the violation inserted therein.
- C. For the purposes of this Chapter, an operator of a vehicle who is not the owner thereof but who uses or operates such vehicle with the permission of the owner, express or implied, shall be deemed to be the agent of such owner to receive notice of violation (summons), whether personally served on such operator or served by affixation in the manner

aforesaid, and service made in either manner as herein provided shall also be deemed to be lawful service upon such owner.

§ 70-9. Answering parking violation notices.

- A. The owner of a vehicle that has had a notice of parking violation attached or affixed to his/her vehicle may, within the time specified in such notice, answer at the parking violations bureau to the charges set forth therein, either in person or by power of attorney, by paying a prescribed fine and applicable surcharge, in writing, waiving a hearing, pleading guilty to the charge and giving power of attorney to the person in charge of the bureau to make such a plea and pay such fine to the bureau. Acceptance of the fine and surcharge and power of attorney by the bureau shall be deemed complete satisfaction of the violation and violator shall be given a receipt.
- B. A plea shall be entered within eight (8) days after service of the notice of violation. A plea may be entered in person or by representative or by ordinary mail at such location of the bureau as from time to time shall be fixed by the Commissioner. Any plea entered by mail, if mailed in proper form within eight (8) days after service of the notice of violation shall be accepted by the bureau.
- C. Pleas by mail shall be made by:
 - 1. Entering the desired plea on the plea form on the back of the notice of violation;
 - 2. Entering the name and address in the space provided on the plea form;
 - 3. Signing the plea; and
 - 4. Mailing the notice of violation with the plea form completed, by appropriate form of mail, to the mailing address stated on the notice of violation.

- D. A plea of guilty shall be accompanied by a check or money order for the payment in full of the appropriate fines set forth on the notice of violation for the subject violation(s).
- E. A person pleading not guilty may request a hearing. This shall be done at the time of the pleading by completing the reverse side of the notice of violation in accordance with the instructions thereon.
- F. Whenever a person charged with a parking violation enters a plea of not guilty, the bureau shall advise such person personally by such form of first class mail as the director may direct of the date on which he/she must appear to answer the charge at a hearing. The form and content of such notice of hearing shall be prescribed by the director, and shall contain a warning to advise the person so pleading that failure to appear on the date designated, or on any subsequent adjourned date, shall be deemed an admission of liability, and that a default judgment may be entered thereon.
- G. Whenever a plea of not guilty has been entered by a person in a timely fashion and a hearing upon the merits has been demanded, but has not yet been held, the bureau shall

not issue any notice of fine or penalty relative to the subject parking violation to that person prior to the date of the hearing.

- H. Where an operator or owner fails to enter a plea to a charge of a violation or fails to appear on a designated hearing date or subsequent adjourned date or fails after a hearing to comply with the determination of a hearing examiner, as prescribed by this chapter or by rule or regulation of the bureau, such failure to plead, appear or comply shall be deemed, for all purposes, an admission of liability and shall be grounds for rendering and entering a default judgment in an amount provide by the rules and regulations of the bureau. However, after the expiration of the original date prescribed for entering a plea and before a default judgment may be rendered, in such case the bureau shall, pursuant to applicable provisions of law, notify operator or owner, by such form of first class mail as the bureau may direct:
1. Of the violation charged;
 2. Of the impending default judgment;
 3. That such judgment will be entered in the city court of the city of Newburgh or other court of civil jurisdiction or any other place provided for the entry of civil judgments within the state of New York; and
 4. That a default judgment may be avoided by entering a plea or making an appearance within thirty (30) days of the sending of such notice.
- I. Pleas entered within thirty (30) days of the mailing of such notice shall be in the manner prescribed in the notice and not subject to such penalty or fee. In no case shall a default judgment be rendered or, where required, a notice of impending default judgment be sent, more than two (2) years after the expiration of the time prescribed for entering a plea.
- J. Failure to plead or respond.
1. Whenever a person has been issued a notice of violation and has not responded in the manner prescribed, a second notice of violation shall be provided by the bureau by regular first class mail in accordance with the following time periods:
 - a. Within forty (40) days of the issuance of the first notice of violation if the motor vehicle is registered in New York State; or
 - b. Within forty (40) days of the time when the bureau received information on the ownership of the vehicle of the motor vehicle is registered in another state.
 2. The second notice shall include, at a minimum, the following information:
 - a. The owner has twenty (20) days from the issuance of the second notice in which to respond to the notice of violation for a parking violation.
 - b. Failure to respond to the notice of violation for a parking violation may result in the suspension and non-renewal of the owner's registration.
 - c. Failure to respond to the notice of violation for a parking violation may subject the owner to additional penalties.
 - d. Failure to respond to the notice of violation for a parking violation shall subject the owner to a default judgment and additional penalties.

- e. Submission of a plea of guilty to the parking violation makes the owner liable for payment of the stated fine and additional penalties.
- 3. Whenever a person has been issued a second notice of violation for a parking violation and has not responded in a manner prescribed, a third notice shall be provided by the bureau by regular first class mail.
- 4. The third notice shall include, at a minimum, the following information:
 - a. The owner has twenty (20) days from the issuance of the third notice in which to respond to the notice of violation for a parking violation;
 - b. In addition to those penalties imposed after the first and second notices are issued, failure to respond to the notice of violation of a parking violation may subject the owner to one or more of the following:
 - i. Default judgment;
 - ii. Impounding and/or immobilizing the owner's motor vehicle; and
 - iii. Any additional penalties prescribed by the New York State Vehicle and Traffic Law.
- 5. Additional penalties:
 - a. The failure to respond to the notice of violation for a parking violation may subject the owner to the additional penalties as follows:

Penalties for Failure to Respond to a Notice of Parking Violation	
Number of Days from Issuance of First Notice of Violation	Penalty in Addition to Initial Fine
1 through 20 days	No penalty; liable for initial fine only
21 st day	Initial Fine, plus first penalty of \$5.00
31 to 75 days, if third notice of violation mailed	Total of above, plus second penalty of \$10.00
75 days or more	Total of above, plus third penalty of \$20.00
90 days	Total of above, plus deemed admission of liability, subject to default judgment; and/or towing or immobilization and fees.

§ 70-10. Hearings.

- A. All hearings will be held and payments are to be made in the City of Newburgh, New York, at such place as the Director shall designate from time to time, except that within nine (9) months from the date the Parking Violations Bureau is operative, the Director is to designate not more than four (4) decentralized locations where hearing will be held at least once per month.
- B. All hearings shall be held daily from 9:00 a.m. to 4:00 p.m., except on Saturdays, Sundays and legal holidays, or at such other time designated by the Director.
- C. Every hearing for the adjudication of a charge of a violation shall be held before a Hearing Examiner, Senior Hearing Examiner or Supervising Hearing Examiner. All hearings shall be public. A respondent may be represented by legal counsel. The Hearing Examiner shall

not be bound by the rules of evidence in the conduct of the hearing except rules relating to privileged communications. No charges may be established except upon proof by substantial evidence. All testimony shall be given under oath or affirmation.

- D. A record shall be made of every hearing either by stenographic recordings or by mechanical or electronic methods as the Director shall determine. A transcript of such record shall be supplied to a respondent on application and the payment of a fee as provided in Chapter 163, Fees, and the cost of such transcript. The Hearing Examiner may, in his discretion or at the request of the respondent, on a showing of good cause and need thereof, issue a subpoena to compel the appearance at a hearing of the officer who served the notice of violation (summons) or of other persons to give testimony, and he may issue a subpoena duces tecum to compel the production for examination or introduction into evidence, of any book, paper or other thing relevant to the charges alleged.
- E. In the case of a refusal to obey a subpoena, the Bureau may make application to the Supreme Court pursuant to Section 2308 of the Civil Practice Law and Rules for an order requiring such appearance, testimony or production of evidence.
- F. The Bureau may, with or without the respondent's request or consent, consolidate for hearing or appeal one (1) or more charges pending against such respondent. An adjournment may be requested by the respondent [up to twenty-four (24) hours] prior to the hearing, but not more than two (2) adjournments shall be granted except under extraordinary circumstances.

§ 307-11. Decisions and judgments.

- A. The Hearing Examiner shall make a determination of the charges, either sustaining or dismissing them. After a determination has been made sustaining the charges, the Hearing Examiner may examine respondent's prior violations record prior to rendering a final determination.
- B. A final determination of the charges shall be entered on a judgment record maintained by the Bureau, together with the records showing payment or nonpayment of penalties. A copy of such judgment record, or a transcript thereof, may be filed in the office of the Clerk of the City Court of Newburgh and/or in the office of the Clerk of the County of Orange and/or in such other county wherein the respondent resides or is employed.

§ 307-14. Appeals.

- A. There shall be an Appeals Board within the Bureau, which shall consist of three (3) or more persons duly qualified as Hearing Examiners, excluding from the panel the hearing officer whose decision is the subject of the appeal.

- B. An appeal from a determination of any hearing officer after a hearing on a plea denying a motion to reopen any matter shall be submitted to the Appeals Board, which shall have the power to review the facts and the law and shall have power to reverse or modify any determination appealed from for error of fact or law.
- C. A party aggrieved by a final determination of a Hearing Examiner may obtain a review thereof by serving, either personally, in writing or by certified or registered mail, return receipt requested, upon the Bureau, within thirty (30) days of the entry of such final determination, a notice of appeal setting forth the reasons why the final determination should be reversed or modified. Upon receipt of such notice of appeal, the Bureau shall furnish to the appellant, at his request and at his own expense, a transcript of the original hearing. No appeal shall be conducted less than ten (10) days after the mailing of the transcript to the appellant or his attorney. The notice of appeal shall be in such form as the Director may prescribe. No appeal may be had where a plea of guilty or guilty with an explanation was entered by the respondent at the hearing.
- D. Appeals shall be conducted in the presence of the appellant or his attorney, or both, if such right of appearance is expressly requested by the appellant in his notice of appeal and upon his complying with the regulations of the Bureau and paying of fee as outlined in Chapter 163, Fees. If the appellant elects to appear, the Bureau, within thirty (30) days after the receipt of the notice of appeal, shall advise the appellant, either personally or by ordinary first class mail, of the date on which he shall appear. No appeal shall be conducted less than ten (10) days after the mailing of such notification. The appellant shall be notified in writing of the decision of the Appeals Board.
- E. The service of a notice of appeal shall not stay the enforcement of a judgment upon the determination appealed from unless the appellant shall have posted a bond in the amount of such determination at the time of or before the service of such notice of appeal unless the enforcement of such judgment shall have been stayed by the Appeals Board.
- F. The order of the Appeals Board shall be the final determination of the Bureau. Judicial review may be sought pursuant to Article 78 of the Civil Practice Law and Rules.

§ 307-15. Towing.

- A. Pursuant to the authority conferred upon the City of Newburgh by the provisions of Section 1640(a)14 of the Vehicle and Traffic Law of the State of New York, whenever a motor vehicle is parked or abandoned on the public streets of the City of Newburgh during snowstorms, floods, fires or other public emergencies or is found unattended where it constitutes an obstruction to traffic or where any such motor vehicle has been parked or abandoned in any place where stopping, standing or parking is prohibited, any police officer or parking enforcement officer of the City of Newburgh is hereby authorized to cause such vehicle to be removed and conveyed by means of towing the same, or otherwise, in accordance with the provisions of Chapter 288, Vehicles and Traffic, and Chapter 297,

Wreckers and Towers, of the Code of Ordinances of the City of Newburgh. Such towing shall be at the risk of the owner of such vehicle, and the City of Newburgh shall assume no responsibility for the same.

- B. An abandoned vehicle shall be defined and, if unclaimed, disposed of in accordance with Section 1224 of the Vehicle and Traffic Law of the State of New York and the provisions Chapter 288, Vehicles and Traffic, and Chapter 297, Wreckers and Towers, of the Code of Ordinances of the City of Newburgh.
- C. Towing and storage charges.
 - 1. The owner or person entitled to possession of such vehicle shall pay a towing charge and storage charge for each day or fraction thereof after the first twenty-four (24) hours that such vehicle is in the custody of the City of Newburgh as provided in Chapter 163, Fees.
 - 2. These charges shall be in addition to the fines and penalties, if any, hereinafter provided within this Chapter for vehicles that are left standing, stopped or parked illegally.
 - 3. Such towing charges shall be paid to the Parking Violations Bureau at a place designated by such Bureau, during the hours such Bureau is open.
- D. Before the owner or person in charge of such vehicle shall be permitted to remove the same from the custody of the City of Newburgh, he shall furnish evidence of his identity and ownership or right to possession of such vehicle and shall sign a receipt and release in such form as the Parking Violations Bureau shall prescribe; provided, further, that such owner or person entitled to possession of such vehicle may not obtain the release of such vehicle before paying the towing, storage, outstanding parking summonses and related penalties and other fees hereinabove mentioned.

§ 70-16. Liability.

- A. The operator of a vehicle shall be primarily liable for the penalties imposed pursuant to this Article. The owner of the vehicle, even if not the operator thereof, shall also be liable therefor, if such vehicle was used or operated with his permission, express or implied, but in such case, the owner may recover any penalties paid by him from the operator.
- B. Notwithstanding any inconsistent provision of this Chapter or of any other provision of law, any person, corporation, firm, agency, association or organization that is the renter or lessor of a vehicle shall not be liable for penalties in excess of the schedule of fines imposed pursuant to this Article if upon an appropriate fixing of liability upon said renter or lessor there be due and timely payment made of all scheduled fines.
- C. A renter or lessor of a vehicle shall not be liable for penalties imposed pursuant to this Article if, at the time the notice of violation (summons) or a duplicate of such notice is

served, the registration plate number of the vehicle for which said notice of violation (summons) or duplicate was served and the address of the renter or lessor has been filed by the renter or lessor with the Bureau and notice of the service of a notice of violation (summons) or a duplicate of such notice for a parking violation has not been given to the renter or lessor or by the Bureau within ninety (90) days after such service. Such notice shall be given by ordinary mail to the address on file with the Bureau.

§ 70-17. Schedule of fines and penalties.

The schedule of fines and penalties shall be as follows:

Violation	Fine
Failure to deposit required coins in a parking meter, overtime parking in a metered space or other meter violation	\$15.00
Parking prohibited beyond time limit allowed, other than parking meter	\$10.00
Parking over lines	\$10.00
Improper Angle Parking	\$10.00
Parking on the sidewalk	\$10.00
Parking prohibited upon publicly or privately owned premises without permission	\$10.00
Parking in City lot without permit	\$10.00
Restricted Parking near Newburgh Free Academy and St. Luke's Cornwall Hospital	\$10.00
Stopped, standing or parked facing wrong direction	\$10.00
Stopped, standing or parked more than 12 inches from curb	\$10.00

Parking prohibitions:

Parking prohibited at any time	\$10.00
Parking prohibited during certain hours	\$10.00
Parking prohibited on alternate days	\$25.00
Parking prohibited on alternate days - snow emergency	\$50.00
Parking prohibited on alternate days - street cleaning	\$50.00
Parking prohibited on snow emergency routes	\$50.00
Parking prohibited in a taxi stand	\$10.00
Parking prohibited in a bus stop	\$10.00
Parking prohibited in a loading zone	\$10.00
Parking prohibited in boat trailer parking zone	\$10.00

Violation	Fine
<i>Standing prohibitions:</i>	
Standing prohibited at any time	\$10.00
Standing prohibited during certain hours	\$10.00
Standing prohibited from here to corner	\$20.00

Stopping prohibitions:

Stopping prohibited at any time	\$10.00
Stopping prohibited during certain hours	\$10.00
Stopping prohibited from here to corner	\$20.00
Stopped, standing or parked on a sidewalk	\$20.00
Standing or parked in front of a public or private driveway	\$25.00
Expired certificate of inspection or registration	\$20.00
Stopped, standing or parked within 15 feet of a fire hydrant	\$25.00

Double parking	\$25.00
Obstructing traffic	\$25.00
Interfering with snow removal	\$50.00
Public Safety Reserved Parking	\$10.00
Parking/Standing within 50 ft of Firehouse	\$10.00
Handicapped parking violations per § 1203-c of the Vehicle and Traffic Law	\$100.00

NOTE: In addition, a surcharge of \$30 has been levied by the state of New York for handicapped parking violations pursuant to § 1809-b of the Vehicle and Traffic Law.

ORDINANCE NO.: _____ - 2012

OF

_____, 2012

AN ORDINANCE AMENDING CHAPTER 288, "VEHICLES AND TRAFFIC" WITH RESPECT TO ARTICLE III "PARKING, STANDING AND STOPPING"; ARTICLE IV "SNOW EMERGENCY PARKING"; ARTICLE V "PARKING METERS"; ARTICLE VI "REMOVAL AND STORAGE OF VEHICLES" AND ARTICLE VII "MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 288, "Vehicles and Traffic" of the Code of Ordinances be and is hereby amended as follows:

SECTION 288, VEHICLES AND TRAFFIC

Section 1. Article III, Parking, Standing and Stopping

§ 288-36.1. Parking prohibited during street cleaning operations.

F. Penalties for offenses. ~~Any person violating § 288-36.1 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$50. Any person who is charged with a violation of § 288-36.1 who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine of \$ 50.~~ For the purposes of § 288.36.1, each twenty-four-hour period any violation of this section shall continue a separate offense. Notwithstanding any other provision of the City Code of Ordinances and in addition to any other fine or penalty, any costs or expenses incurred by the City of Newburgh in connection with the towing or storing of a vehicle shall be paid by the owner or person entitled to possession of such vehicle prior to the release of such vehicle to the person entitled thereto.

~~G. Notwithstanding the provisions of Subsection F of this section, the penalty for violating this section shall be satisfied by the payment of \$ 30 if such payment is made within 48 hours of the time of the issuance of such notice of violation, summons and/or appearance ticket.~~

Underlining denotes additions
~~Strikethrough~~ denotes deletions

Section 2. Article IV, Snow Emergency Parking

§ 288-46. Citation on vehicle parked or left in violation of article.

Whenever any motor vehicle without a driver is found parked or left in violation of any provision of this article and is not removed and impounded as provided for in this article, the officer finding such vehicle shall ~~take its registration number and any other information displayed on the vehicle which may identify its user and shall~~ conspicuously affix to such vehicle a notice of violation traffic ticket on a form provided by the City for the driver to answer to the charge against him in accordance with the provisions of Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh within 15 days during the hours and at a place specified in the ticket.

~~§ 288-47. Failure to comply with traffic ticket attached to vehicle.~~

~~If a violator of this article does not appear in response to a traffic ticket affixed to such motor vehicle in accordance with this article within a period of 15 days, the Traffic Violations Bureau shall send the owner of the motor vehicle to which the traffic ticket was affixed a letter informing him of the violation and warning him that, in the event such letter is disregarded, a warrant of arrest may be issued.~~

~~§ 288-48. Evidence of violations.~~

~~In any prosecution with regard to a vehicle parked or left in a place or in a condition in violation of any provision of this article, proof that the particular vehicle described in the complaint was parked or left in violation of a provision of this article, together with proof that the defendant named in the complaint was at the time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this article.~~

~~§ 288-49. Snow emergency routes designated.~~

~~The streets or portions of streets within the City set forth in Schedule XXX (§288-88), attached to and made a part of this chapter, are hereby designated as snow emergency routes.~~

Section 3. Article V, Parking Meters

§ 288-53. Violations and enforcement.

D. Enforcement.

(1) Reports of violations. It shall be the duty of the police officers of the city, or Parking Enforcement Officers, acting in accordance with instructions issued by the Chief of Police, to report:

Underlining denotes additions
~~Strikethrough~~ denotes deletions

(a) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been parked or standing in violation of any of the provisions of this article.

(b) The state license number of such vehicle.

(c) The time during which such vehicle is parked or standing in violation of any of the provisions of this article at the time of his inspection.

(d) Any other facts, or knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(2) Notices of violations. Each such police officer or parking enforcement officer shall also attach to such vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of a provision of this article and instructing and summoning such owner or operator to respond in accordance with the provisions of Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh report at police headquarters or at the City Court of the City in regard to such violation.

(3) Penalties. The penalty for such parking meter violations shall be set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh ~~\$15~~. Each owner or operator may, within 15 days of the time when such notice was attached to such vehicles, pay, as a penalty for and in full satisfaction of such violations, the sum of \$15. or, in the alternative, enter a plea of not guilty to such charge. Failure to pay said sum within 15 days or enter a plea of not guilty shall increase the penalty for such violation to \$30.

(4) ~~Notwithstanding the provisions of Subsection D(3) of this section, the penalty for such parking meter violations shall be satisfied by the payment of the sum of \$10 if such payment is made within 48 hours of the time of issuance of such notice, exclusive of Saturdays, Sundays or legal holidays.~~

Section 4. Article VI, Removal and Storage of Vehicles

§ 288-56. Redemption of property; charges.

A. The owner of any such vehicle or other property removed from any public highway or municipal parking area under any provision of this article may redeem such property at any time after its removal, but prior to the sale or destruction thereof, upon payment to the Parking Violations Bureau in accordance with the provisions set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh ~~to the Comptroller or his designated representative, who shall be a City employee, of such sum as he may fix and determine for the actual or estimated reasonable cost and expense of removal and any preliminary sale advertising expenses, not to exceed \$100, plus storage, for each article removed.~~

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Section 5. Article VII, Miscellaneous Provisions

§ 288-57. Penalties for offenses.

Any person violating the provisions of Articles II, III, IV, V or VI of this Chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine as set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh. Any person who is charged with a violation of a provision of this Chapter who has been served according to law with a summons or appearance ticket shall enter a plea in response as set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh.

- ~~A. Except as otherwise herein provided, any person violating any of the provisions of Articles II and III of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$10 for the first offense or, for a second or subsequent offense, to a fine of \$25.~~
- ~~B. Any person who is charged with a traffic infraction subject to the penalties provided for in Subsection A hereof who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine for the violation of this section of \$30 for the first offense or, for a second or subsequent offense, to a fine of \$75.~~
- ~~C. Any person violating § 288-36 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$25 or, if a snow emergency was in effect as of the time of commission of said traffic infraction, a fine of \$50. Any person who is charged with a violation of § 288-36 who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine of \$50, or if a snow emergency was in effect as of the time of the commission of said traffic infraction, to an additional fine of \$100.~~
- ~~D. Every person convicted of a traffic infraction for a violation of any provision of this chapter which is not a violation of any provision of the Vehicle and Traffic Law of the State of New York shall, for a first conviction thereof, be punished by a fine of not more than \$50 or by imprisonment for not more than 15 days, or by both such fine and imprisonment; for a second such conviction within 18 months thereafter, such person shall be punished by a fine of not more than \$100 or by imprisonment for not more than 45 days, or by both such fine and imprisonment; upon a third or subsequent conviction within 18 months after the first conviction, such person shall be punished by a fine of not more than \$250 or by imprisonment for not more than 90 days, or by both such fine and imprisonment.~~

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~~E. Notwithstanding anything to the contrary contained in this section, any person charged with the violation of any of the provisions of Articles III, IV, V and VI of this chapter for violations which took place on or before March 31, 2009, upon entering a plea of guilty to the infraction charged in the summons, may fully discharge his obligation to the City under such summons by paying to the City of Newburgh, no later than September 30, 2009, the amount due thereon as if the summons had been fully paid within 15 days from the original service thereof, without any other interest, penalties or surcharges which would be imposed in the absence of this chapter.~~

~~F. Any person violating § 1203-b or 1203-e of the Vehicle and Traffic Law of the State of New York or §288-34 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$100 for the first offense or, for a second or subsequent offense, to a fine of \$250.~~

Section 6. This ordinance shall take effect upon the adoption of Local Law No. x-2012 of _____, 2012.

ORDINANCE NO.: _____-2012

OF

_____, 2012

AN ORDINANCE AMENDING SECTION 297-22 "TOWING OF VEHICLES BY CITY"
OF CHAPTER 297 ENTITLED "WRECKERS AND TOWERS"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 297-22, "Towing of Vehicles by City" of Chapter 297, entitled "Wreckers and Towers" be and is hereby amended as follows:

SECTION 297, WRECKERS AND TOWERS

Section 1. § 297-22. Towing of vehicles by City.

- A. In the event that a vehicle is towed by the employees and agents of the City itself, using tow vehicles, equipment and facilities owned and/or controlled by the City, then the City of Newburgh shall charge such fees against the owner and/or party responsible for such towed vehicle and for winching, cleaning the scene, storage and all other applicable charges equivalent to the schedule of fees charged by private licensees as authorized under § 297-3 of this chapter for such services. Such towing and related services shall be performed and provided by the City generally in accordance with the protocols set forth in this chapter as are applicable to private licensees, subject to such specific provisions and commands as may be issued by the City Manager and the Chief of Police or their designee(s).
- B. Persons or entities reclaiming vehicles from the City shall comply with the following before such vehicle shall be released by the City:
- (1) Satisfactory proof of ownership and/or entitlement to physical possession of such vehicle shall be provided to the Parking Violations Bureau ~~designated officer of the City of Newburgh Police Department.~~
 - (2) Payment of all outstanding fines, violations, parking tickets and all other offenses and fees shall be made to the Parking Violations Bureau ~~City Clerk.~~ The Parking Violations Bureau ~~City Clerk~~ shall issue a receipt for such payment, which receipt must be provided to the designated officer or agent of the Police Department prior to such release. If the vehicle is

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PUBLIC HEARING

Mayor Kennedy called a public hearing to receive comments concerning the adoption of the 2013 Budget for the City of Newburgh.

City Manager Richard Herbek introduced the budget hearing and presented a Statement on the Proposed Budget Changes. (SEE STATEMENT ATTACHED)

Barbara Smith asked the council what is in the 2013 Budget for the people. She could care less about the raises being given amongst the staff, but bring some economic development to this city to support the raises. She has not seen one street repair. There is nothing in this budget for the people who pay the taxes. That is not what city business is all about.

Virginia D'Orio stated she bought her home in the City of Newburgh in 2000 with HUD assistance. It was at a time when the city was full of corruption, employees were getting fired and the money was so mismanaged. The monies that came into the city did not go to her, the children or to anything to combat the poverty here. She sees that the City Manager and the employees work tirelessly and extremely hard. Yet the taxes are too high. She has had a loan modification just to be able to keep her house. She pleaded with the council to balance the budget.

Timothy Hayes-el commented about planning and development. Millions of dollars have come through that program. He has not seen one job go to the residents of the City of Newburgh. He is glad to see that the council is trying to change the way things are being run in the city.

Denise Ribble explained why she supports the proposed changes to the 2013 Budget which were discussed at the last Work Session. Her taxes and water and sanitation fees have increased. There was surplus in the Water fund to repair our water tanks without having to go to bonds. Yet now our Water Fund is in the red. She asked the council what happened. Furthermore we have a fragmented Capital Plan and Land use plan that does not have teeth in it. She does not feel that the City Manager has lived up to his performance, and she does not feel that the council has lived up to its oversight responsibilities this year. Both of these things need to occur with the FY 2013. (SEE COMMENTS ATTACHED)

Andrew Marino stated that he sees \$63K sitting on the council's side of the table. And he questions whether that \$63K is going to become part of the

tax levy or not. Does this mean that we are moving in the direction of a strong mayoral form of government or perhaps a City administrator? He reads the paper. He knows that no one is going to admit that a closed meeting occurred. Yet the two council members who support the City Manager were not involved.

Janet Gianopolous remarked that we should adhere strictly to the recommendations of the NYS Comptroller. We need a list of Capital Projects. Per NYS the 2011 budget could have cost the taxpayers 9% less than it actually did. The taxpayers are in a crunch. She requested that the council roll back this money that rightfully belongs to the taxpayers. All revenue-generating opportunities need to be explored, including the existence of cable television franchises and the parking tribunal that was signed back in mid August.

Michelle Basch commented that she loves the City of Newburgh. Yet it is extraordinarily expensive to run a business in this city. She cautioned that if we continue to increase payroll taxes for businesses, then people are not going to want to work here. She only employs residents of the City of Newburgh. It is important to have an education component to help the youth become employable. She would like to see a plan implemented similar to the WPA of the 1930s. It taught people how to work in companies, and it was extremely successful. She believes that the State would help us if we reached out to it. We can fix the budget but we need to get the other entities involved so we can work together on it.

Nelson McAllister stated he would like to see the council go back to the table and re-crunch the numbers. It is a minimal increase this year, but it is still more than most people can afford to pay. Second, creating another top-heavy level of government is not going to work. Our national government is top-heavy. We need funds to repair our homes so that we can be able to sell them. He commended the Mayor for reviewing protocol for meetings. When we show people the professionalism in our city, then people will want to come and invest in the City of Newburgh.

Steve Ruelke stated that he got a hold of the proposed changes to the budget. He wanted to know when that meeting occurred. Had he known about the meeting he could have listened to the deliberations that go into creating public policy. He wondered if it was time for another lawsuit due to breach of the Open Meetings Law. He feels that the creation of a Super Department Head is unnecessary given the quality of the people who do extraordinary things with the limited resources they have. We can have all the rules and regulations that we want, but transparency in government is what is really going to bring law and order. He pointed out that the voters are the ones who decided that a super majority vote would be required to remove a City

Manager. He feels that Herbek's salary is being cut as a means to remove him from his position. It is disconcerting and it breeds distrust on the people who are being served by the city. He hopes there is a clear explanation before the budget is adopted.

Tim Hagar spoke on behalf of the Newburgh Firefighters Local 589. He stated that over the past two years the firefighters have given back almost \$1.2 Million to the City. They gladly did so to save 12 members' jobs. Nobody else did what they did. They all try to stick together. Even though they have it hard, he understands how hard it is for the taxpayers too. In previous years the Deputy Fire Chief position was a \$96K position. At the last civil service test it was posted at \$86K. The union is willing to negotiate an agreement, in which the person in the job now will get a \$5K raise. Members have taken classes and furthered their education to make themselves of better service to the City. Also when we delay making capital purchases, such as a water pumper, it only gets worse in the long run because the machine increases in price every few years. He asks the City not to deplete their numbers. This makes it unsafe for them to do their jobs and it makes it unsafe for the public.

There were no other public comments at this time.

COUNCIL INPUT ON THE BUDGET HEARING

Councilwoman Angelo stated that the City Manager has presented them with a good, balanced budget for 2013. There were some good proposals that came from the Mayor and the councilmen, but unfortunately she and the City Manager were not present to discuss it. She is disturbed about an article she had clipped out of the newspaper. She feels that the five of them should have sat down together to discuss it. We do not have a lot of time left since the budget has to be approved at the next regular council meeting.

Councilman Brown commented that at least three council members are not into the rubber-stamping budgets. It is a different time now. They looked over the budget and discussed amongst each other, not together, about changes that would be good for this city. There was no violation of Open Meetings Law. He has sat at this table for almost a year, and he has seen no change. People come to the microphone and lament about jobs, housing and revenue-generation, none of which has been done in 2012. If you are going to try to initiate any change, sometimes you have to change the people in power. That is just the basics of it.

The creation of a new department is not in line with trying to *Super-size* the government. It is for the creation of more jobs. He feels that Herbek's cited accomplishments are past accomplishments, not for 2012. Much of our monies have been outsourced in the past to pay for things like water and sewer line repairs and asbestos abatement. If we had a department that could do the in-house work, then we would be able to hire residents for full-time and year-round positions, thus keeping the money right here in our own economy. These changes have a ton of possibilities, but we have to be able to implement them. If we do not implement them, then it is going to be the same *tax and spend* type of government. The taxpayers are saying "Get your hand out of our pockets." He is committed to doing that. That is why the 2% Tax Cap was put in place by the Governor. They are looking at new revenue sources so that they can leave the taxpayers alone. If the money is managed right, then we can get it to work right. But you have to have a team of people. The proposed changes are not to hurt the city. He believes the changes will help the city in moving forward.

Councilman Dillard stated that he and his fellow council members never met. He urged the audience member who felt that there was a violation of the Open Meetings Law, to bring it to court. He thought that individual went to court before and lost. Also in response to any alleged corruption on the council, Councilman Dillard stated that he has witnessed corruption in the three years that he has sat on the council. In the past, he witnessed a

Republican Majority sit in Executive Session and made a deal to give an employee a raise that was not deserved. That raise was decided by only three persons. He now has two persons with the same thought pattern as him to elevate this city in terms of jobs and self sufficiency. This plan would train minority persons for jobs.

Councilwoman Lee stated she would not offer any long-winded and drawn out explanations of any revenue-generating ideas she has presented in the past. If you would like to know her ideas, then perhaps you should review the past council minutes. She read a statement by the Mayor, allegedly written to draw criticism of many of Lee's proposed revenue-generating ideas. Lee stated that it is always nice to know when the Mayor is sending people out to attack her. Lee clarified that the imposition of a City Tax was an option, like the option of asking for PILOTS. She does not believe there is any harm in asking the larger institutions to pay a PILOT. The harm occurs when we flat out deny that there is a need for it in the community. If we are getting enough PILOTS from the not-for-profits that can afford them, then some of our city services should be free.

The idea is that that taxpayers and the legislative body look at it together. But that did not occur. She is not offended as a councilmember that only three people have put together a proposed plan and attached 'We' to it, but she is offended by it as a city resident. Three persons have decided that this is a *Go* budget. If there was sincerity in the proposed plan, then this should have come up in the public. She stated that she is an old-fashioned girl and things have to be documented. This plan does not say that anyone will get a job except the person who is going to be hired at a six-figure salary. If you are going to cut a fire chief's salary and put the money somewhere then you should inform us where you going to put it. She entered a copy of the proposed plan into the official minutes.

Lee stated that they have a good plan and she thinks that some of it is a doable plan. But let's come to the table to talk about it. Do not tell the people what she is *not* going to do, because it was never introduced to her in the first place. It was put together without her input.

Mayor Kennedy remarked that the allegations of a secret meeting being held, is a big deal. Over the last year there have been various discussions about consolidating the three city departments. In August they discussed in Executive Session that city employees would not receive wage increases. Then it was discovered that two people did, in fact, receive wage increases by the City Manager despite the council's discussion opposing them. This is really when things started to unravel. The idea of wage increases tied directly to

performance was discussed since her election. No progress on the implementation of performance reviews has been made whatsoever.

We have talked all summer long on making this city a safe place to live. We discussed the notion of creating a construction team inside of the city that is able to work on sidewalks, demolitions and rehabilitation of property. Yet nobody has received a job. It is tied up in CDBG funds. All of these things are really not new things, and she is quite frustrated. She mentioned that as a former consultant for a large corporation, she was paid well to assess problems and consolidate ideas into a strategic plan. She acknowledges that there are some wrinkles to iron out. Yet it is a strategic, high-level plan of how we could approach some goals. She mentioned that she has been asked why she did not include two fellow council members. She stated that she has struggled with it. When you get your hand bitten enough times, then you do not hold it out there again. In a way she wished there was a secret meeting, because it could have been done a whole lot faster. But they were diligent in ensuring that there was not a secret meeting of any sort.

She is willing to have another meeting, but we need best practices in this city. We need to do proactive economic development. All she keeps hearing people mention is the need for jobs. Jobs need to come from business. We are looking to create a new idea. It is an idea that has been tried in other places. We need to use our money more wisely and stop putting it in consultants. Our city is falling apart. She is looking for some actual results.

As far as our anchor institutions go, the best thing that we could do is sit down and talk to them. We do not need to make enemies with them by attacking them. Also concerning the City Manager's salary it is written in the proposal as a reduction in the salary. But she pointed out that is *An Invitation to the City Manager* to contribute part of his salary back in an effort to help the taxpayers and in an effort to build solidarity with the rest of the non-bargaining employees. He can decline the invitation if he chooses to do so. We can not keep taxing the taxpayers. Increasing water, sewer and garbage collection fees is just another way to tax the people. We have to get much more creative to get some of these other problems solved.

Councilwoman Lee moved and Councilwoman Angelo seconded that the public hearing be closed.

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

CARRIED

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Denise Ribble recommended that the council table Resolution #198-2012 until there is some further discussion about property disposition. This grant was awarded in March 2012. The agreement is supposed to offer expedited assistance to companies seeking to relocate or expand within the city. However what it appears to be doing is providing forms and recommendations for streamlining processes. She would like the council to add some outcome measures and to shorten the term of the agreement. Second, she asked the council if it received the Cover Letter concerning Resolution # 204-2012. She is available to answer any questions the council may have.

Janet Gianopolous commented about Resolution #204-2012. This is the only appointment she sees regarding civilians being appointed to city boards. She knows there are plenty of volunteers out there to fill up seats. Having those committees running and active is going to help the government operate smoothly with citizen input.

Tammy Hollins commented about agenda item # 31. She read the resolution, pointing out the words "*designated council member*" instead of *designated council*. She asked how the designated council member going to be chosen. She asked if the entire council is going to decide who the designated council member will be.

Mayor Kennedy responded that they have not decided how the council is going to designate the council member referred to in the resolution. But that decision is going to be made by the entire council.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Angelo, Councilman Brown, Councilman Dillard and Mayor Kennedy did not comment at this time.

Councilwoman Lee remarked that she did not realize that the council is searching for a City Manager. We already have a City Manager. Since they are not voting to remove him, she does not understand why we are spending money to search for a replacement. Second, she would assume that any prospective candidate for City Manager would have to come to the table and sit before all five members of the council.

Mayor Kennedy commented that she explained last week that as of January 2013 the contract for our current City Manager goes from a yearly contract to a month-to-month basis. On a month-to-month basis we do not have that security that we need. This is a first step in terms of just having names on record to ensure that when we are ready everything will be in place. We do not know what could happen and we almost lost the City Manager a few weeks ago. The city would have been caught flat-footed without a City Manager. We would have had to hire someone temporary. This is a step in preparation of the future.

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

RESOLUTION NO.: 197 - 2012
OF
NOVEMBER 13, 2012

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF
THE SEPARATION AND SETTLEMENT AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND LEYLAND ALLIANCE LLC
TO LEYLAND NEWBURGH ASSOCIATES, LLC AND
THE RELEASE OF EASEMENTS AND RESTRICTIONS

WHEREAS, by Resolution No. 107-2012 of June 18, 2012, the City Council authorized the City Manger to execute a Settlement and Separation Agreement (“Separation Agreement”) with Leyland Alliance, LLC terminating prior agreements regarding the proposed redevelopment of approximately thirty (30) acres of City-owned lands located on and in close proximity to the Newburgh waterfront on the Hudson River; and

WHEREAS, by Resolution No. 151-2012 of September 10, 2012, the City Council granted to Leyland Alliance, LLC a sixty (60) day extension of the due diligence period from August 27, 2012 to October 26, 2012 and a corresponding sixty (60) day extension of time to close title from October 26, 2012 to December 24, 2012; and

WHEREAS, Leyland Alliance LLC is seeking to assign the Separation Agreement to Leyland Newburgh Associates, LLC, a wholly-owned subsidiary; the release of certain deed easements and reservations; and the cooperation of the City of Newburgh regarding the development of the real property to be transferred under the terms of the Separation Agreement; and

WHEREAS, the requests of Leyland Alliance require an amendment to the Separation Agreement; and

WHEREAS, this Council has determined that granting the requests of Leyland Alliance, LLC and entering into an amendment to the Separation Agreement 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 execute an amendment to the Separation and Settlement Agreement as annexed hereto and made part hereof with other provisions as Corporation Counsel may require permitting the assignment of the Agreement from Leyland Alliance, LLC to Leyland Newburgh Associates, LLC, releasing deed easements and restrictions, and providing cooperation regarding the redevelopment of the real property subject to the Separation Agreement.

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

AMENDMENT
TO
SEPARATION AND SETTLEMENT AGREEMENT

THE CITY OF NEWBURGH, NEW YORK
AND
LEYLAND ALLIANCE, LLC

WHEREAS, the City of Newburgh, New York (“City”) and Leyland Alliance LLC (“Leyland”) entered into an agreement entitled “Separation and Settlement Agreement” (“Agreement”) dated June 28, 2012, regarding the termination of prior agreements and the transfer of certain properties more particularly described in the Agreement, and

WHEREAS, the City and Leyland are desirous of amending the Agreement as herein provided, and

WHEREAS, the City has authorized this Amendment by Resolution No.151-2012 of September 10, 2012 and Resolution No. 197-2012 of November 13, 2012, and further authorized the City Manager to execute this Amendment on behalf of the City, the parties acknowledging adequate consideration therefor in the form of the mutual promises and conditions stated herein,

NOW, THEREFORE, the City and Leyland hereby amend the Agreement as follows:

1. The “Due Diligence Period” shall be extended from August 27, 2012 to October 26, 2012 and the time to close title shall be extended from October 26, 2012 to December 24, 2012.

2. Leyland may assign its rights and obligations under the Agreement to Leyland Newburgh Associates, LLC, a wholly owned subsidiary of Leyland Alliance, LLC.

3. The deed from the City to Leyland will provide:

A. The Party of the first Party hereby affirms that the rights of way, easements, rights, privileges and reservations set forth in the following instruments have merged with the fee estate and are no longer of any force or effect:

1. Right of way and reservations to alleyway contained in the deed from Mary E. Coyle to the City of Newburgh, dated February 29, 1936 and recorded in Liber 767 page 400

2. Rights and privileges contained in an agreement dated March 10, 1846 between Minard Harris and the Trustees of the Village of

Newburgh as disclosed in the deed from Olga M. Constantine to the City of Newburgh, dated March 2, 1936 and recorded in Liber 767 page 356

3. Sewer and drainage rights set forth in deeds recorded in Liber 340 page 334 and Liber 373 page 271

4. Reservation and right of way to alleyway contained in the deed from the City of Newburgh to the Newburgh Urban Renewal Agency dated April 24, 1973 and recorded in Liber 1940 page 544

5. Sewer and drainage rights contained in the deed recorded in Liber 298 page 159

6. Drainage rights contained in the deed recorded in Liber 340 page 334

7. Rights contained in the deed recorded Liber 373 page 271 and re-recorded in Liber 383 page 274.

8. Right of way contained in the deed from Henry Karmel to James C. Lavery and Catharine J. Lavery dated January 1, 1918 recorded in Liber 578 page 7

9. Right of way contained in a deed from the City of Newburgh and Newburgh Savings Bank dated August 25, 1936 recorded in Liber 774 page 327

10. Drain and sewer rights contained in a deed from Mamie M. Page to the Newburgh Urban Renewal Agency recorded in Liber 1884 page 459

Notwithstanding the foregoing, the Party of the First Part shall retain the right to maintain existing utility infrastructure on said premises, with the proviso that the Party of the First Part will cooperate reasonably in the event the Party of the Second Part, its successors or assigns, wishes to relocate any of said infrastructure so as to facilitate development of said premises.

B. With respect to the easement set forth in the deed from the City of Newburgh to the Newburgh Community Development agency dated August 22, 1986 recorded in Liber 2591 page 311, the Party of the First Part agrees (i) to terminate said easement in the event the Party of the Second Part demonstrates to the reasonable satisfaction of the Party of the First Part that no utility infrastructure is located within the former High Street that affects any property outside of the premises conveyed in this deed; and (ii) in the event that there is utility infrastructure within the former High Street that affects property outside of the premises conveyed in this deed, the Party of the Second Part, its successors and assigns, shall have the right to relocate such utility infrastructure to facilitate development of said premises, provided that such relocation shall be carried out in a manner that is in all respects reasonably satisfactory to the Party of the First Part.

C. The Party of the First Part also agrees to act reasonably upon the request of the Party of the Second Party, its successors and assigns, to provide cooperation regarding future development of said premises, including acting reasonably to permit the Party of the Second Part to relocate utility lines and other facilities owned by the Party of the First Part, provided that all conditions reasonably proposed by the Party of the First Part are adhered to by the Party of the Second Part.

4. Except as specifically provided above, all of the terms, conditions, obligations and duties set forth in the Agreement dated June 28, 2012 shall remain as so provided in that Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment and date this Amendment as the _____ day of November, 2012.

THE CITY OF NEWBURGH

By: _____
Richard F. Herbek, City Manager

LEYLAND ALLIANCE LLC

By: _____
Howard Kaufman, Managing Member

RESOLUTION NO.: 198 - 2012

OF

NOVEMBER 13, 2012

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH PACE
UNIVERSITY LAND USE LAW CENTER AS A SUB-RECIPIENT OF THE TSEC
GRANT FUNDS TO PROVIDE EXPEDITED ASSISTANCE TO COMPANIES
SEEKING TO RE-LOCATE TO OR EXPAND WITHIN THE CITY OF
NEWBURGH**

WHEREAS, by Resolution No. 33-2012 of March 12, 2012, the City of Newburgh applied for and was awarded a grant from the Solar Energy Consortium (“TSEC”) in the amount of \$50,000.00 for the purposes of developing a database of industrial and commercial properties that would be appropriate for partners in the New York Renewable Energy Cluster Program; and

WHEREAS, the City of Newburgh has engaged the Pace University Land Use Law Center to inventory and develop a database of industrial properties and to assist manufacturers seeking help with building code and other issues pertaining to starting or expanding operations in the City; and

WHEREAS, the City of Newburgh wishes to enter into a sub-recipient agreement with Pace University Land Use Law Center to undertake such work; and

WHEREAS, this Council has determined that entering into the sub-recipient agreement is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a sub-recipient grant agreement in substantially the same form as annexed hereto with other provisions as Counsel may require with Pace University Land Use Law Center to undertake the scope of work set forth in Schedule “A” of the agreement.

Councilman Dillard recommended that the council table the resolution. He does not feel there is enough forthcoming information, and he sees this as a delay tactic.

Mayor Kennedy would only want to table this for one meeting. There needs to be some clarity about the outcomes. It is not that Pace has not done anything. She feels that the City has not done anything with the grant. She believes it can be fixed quickly if the council just sits down and says what they want Pace to do in the agreement. The whole concept is a good one. She would just like to update Page 9 of the agreement clarifying the outcomes. We can pass this with the stipulation that we are going to put these anticipated outcomes in the agreement.

Herbek asked the council to clarify if it is looking to craft specific outcomes.

Corporation Counsel Michelle Kelson explained that this resolution has been before the council at least twice before. They are trying to allocate the grant funds so that work that the IDA has done is not also being duplicated by the Pace University Land Use Law Center. We could go back and redo the *Scope of Services* so that you would have more measurable outcomes. But there have been several misstatements that have been made tonight. It is frustrating not to be able to move forward with it.

Councilwoman Lee asked Kelson if the council has to take any action on it tonight. Can't we just say *Yea or Ne* and just move forward with it. She is clear about the resolution.

Councilman Brown moved and Councilman Dillard seconded to table the resolution.

Ayes- Councilman Brown, Councilman Dillard-2

Noes- Councilwoman Angelo, Councilwoman Lee, Mayor Kennedy-3

TABLE DEFEATED

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

Ayes- Councilwoman Angelo, Councilwoman Lee, Mayor Kennedy-3

Noes- Councilman Brown, Councilman Dillard-2

ADOPTED

98-12
(1) The services of the Sub-Grantee are to commence upon execution of this Agreement and extend for a period ending one (1) year from the date thereof, or as otherwise provided herein (hereinafter, the "Term").

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party for a material breach of the agreement that shall not have been cured within a reasonable time following receipt of written notice of such material breach.

ARTICLE III. SERVICES TO BE PROVIDED BY THE THE CITY

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

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

ARTICLE IV. PROGRAM DOCUMENTATION

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

(2) The Sub-Grantee hereby agrees to maintain separate and complete accounting for all funds received from the City under this agreement.

(3) Certified yearly audits of the Sub-Grantee will be provided to the City for review by the City's CPA when requested.

ARTICLE V. COMPENSATION

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

(2) Total payment under this Contract shall not exceed TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS as full payment for all services rendered by the Sub-Grantee during the period of this agreement. The adopted budget of the Sub-Grantee is annexed hereto as Schedule B.

(3) The City may withhold any payment whenever the Sub-Grantee fails to illustrate proper expenditure of requested funds. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a semi-annual basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-Grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

- (a) For each semi-annual period, payments will be made upon invoices submitted which reflect actual authorized expenses per budget for the period. In no event shall such expenditures exceed twenty-five thousand (\$25,000) DOLLARS in the aggregate.
- (b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from the Grant. The City shall not be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Sub-Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-Grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-Grantee are treated without regard to their race, color, religion, sex, national origin or disability. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-Grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

(3) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

Each party hereto represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the other party.

ARTICLE IX. RECORDS AND REPORTS

(1) The Sub-Grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may reasonably be deemed necessary by the Sub-Grantee, the City, TSEC, and/or New York State to assure proper accounting for project funds, both Grant and non-Grant shares. The Sub-Grantee agrees that such records shall be open for inspection at reasonable times by any authorized representative of the City, or its permitted assignee under this Agreement.

(2) The Sub-Grantee shall submit semiannual reports to the City identifying prescribed activities funded under this Agreement, together with a record of expenses incurred by Sub-Grantee during each semiannual period.

ARTICLE X. AUDITS

(2) The Sub-Grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, TSEC, State of New York or any authorized representative and will be retained for such periods of time as may be required by State and local statutes, but in any event, not less than six (6) years.

ARTICLE XI. CONFIDENTIALITY

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

ARTICLE XII. FACILITIES AND PERSONNEL

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

ARTICLE XIII. INTEREST OF SUB-GRANTEE, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

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

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

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

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

(1) No member, officer or employee of the City or its designees or agents, no member of the City Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

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

ARTICLE XV. Reserved.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE XVII. CHANGES AND MODIFICATIONS

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

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

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

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

ARTICLE XIX. INDEMNIFICATION

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

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-Grantee hereby agrees to defend, indemnify, and save

harmless the City from and against any and all loss, expense, damage or injury whatsoever arising out of this Agreement to the extent required under Article XIX(1), above.

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

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

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

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

BODILY INJURY LIABILITY

Each Person
\$1,000,000

Each Occurrence
\$2,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

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

ARTICLE XXI. NOTICES

All notices to the Sub-Grantee in connection with this Agreement shall be sent to:

Jessica Bacher
Managing Director
Land Use Law Center
Pace Law School
78 North Broadway

White Plains, NY 10603

with simultaneous copies to:

Pace University
One Pace Plaza
New York, NY 10038
Attn: Assistant Vice President for Finance and Controller

and

Pace University
One Pace Plaza
New York, NY 10038
Attn.: University Counsel

All notices to the City in connection with this Agreement shall be sent to:

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

With simultaneous copies to:

Michelle Kelson, Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550

ARTICLE XXII. COMPLIANCE WITH LAWS

Each party warrants on its behalf and that of its contractors, employees, and agents that, at all times hereunder, it shall comply with all applicable Federal, State and local laws, ordinances, rules, regulations and codes.

ARTICLE XXIII. FORCE MAJEURE

Notwithstanding anything to the contrary contained in the Agreement, neither party shall be liable, nor shall any credit or other remedy be extended, for such party's failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes reasonably beyond such party's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, except with respect to payment obligation(s), the affected party shall be excused from performance hereunder for the duration of the Force Majeure Event.

ARTICLE XXIV. NO WAIVER

Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

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

PACE UNIVERSITY

By _____

Ron Aloni

Title Assistant Vice President for Finance and Controller

Date: _____

CITY OF NEWBURGH

By _____

Richard F. Herbek

City Manager

Date _____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Director of Finance/Comptroller

SCHEDULE A

Proposed Scope/Program

Expedited assistance to companies seeking to re-locate to the City of Newburgh and seeking to expand in the City of Newburgh

There are many barriers to beginning or expanding operations in a city such as Newburgh, from the moment of contact with building department and staff to the issuance of the certificate of occupancy for the renovations or construction needed for the business and its operations. The current process used by the City, although difficult to navigate, provides an excellent opportunity to welcome and assist businesses in their movement into, or expansion within, the City.

By creating an early pre-application process, the City can establish a port of entry for manufacturers, businesses, and other developers through which they can be assisted in accessing incentives, technical assistance, and building code and land use approvals, which are almost always required for business location and expansion. The Center, under this contract, will examine the entire process from early pre-application, to application, conduct of an informational session, referral to other city departments and sources of assistance, through zoning, planning, economic development, architectural review, and coastal consistency review and approval process, ensuring that it is clear, transparent, and expedited. This will involve the review of all applications and application requirements and an examination of new and better processes for the review and approval process.

Based on this examination and review, the Center will make recommendations for process changes and develop improved forms and guidance for applicants demonstrating how this process can be improved at limited cost to the City to greatly expedite the entry and expansion of businesses, manufacturers, and developers in the City. This improved system will enable business development and will contribute to the economy, create jobs, and build the tax base of the municipality.

SCHEDULE B
Proposed Budget

BUDGET CATEGORY	BUDGETED AMOUNT
John Nolon	\$ 8,500.00
Fringe (33.4%)	\$ 2,839.00
Jessica Bacher	\$ 9,180.00
Fringe (33.4%)	\$ 3,066.12
STUDENT INTERN	\$ 750.00
TRAVEL	\$ 250.00
MATERIALS	\$ 414.88
	\$ 25,000.00

RESOLUTION NO.: 199 - 2012

OF

NOVEMBER 13, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A
GRANT
IN COORDINATION WITH THE COUNTY OF ORANGE
FOR PARTICIPATION IN THE YOUTH AND POLICE INITIATIVE
FOR AN AMOUNT NOT TO EXCEED \$4,200.00**

WHEREAS, Youth and Police Initiative (“YPI”) is an opportunity for Police Departments to increase their visibility in their communities and to bring about positive changes in the relationships with local at-risk youth; and

WHEREAS, YPI focuses on reducing crime and preventing gang involvement while also placing a strong emphasis on community safety; and

WHEREAS, the City of Newburgh wishes to accept a grant in coordination with the County of Orange for the participation in the Youth and Police Initiative; and

WHEREAS, the County shall reimburse the City of Newburgh for overtime costs associated with the project in an amount not to exceed \$4,200.00; and

WHEREAS, this Council has determined that accepting said grant would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger be and he is hereby authorized to accept a grant in coordination with the County of Orange for the City’s participation in the Youth and Police Initiative for an amount not to exceed \$4,200.00.

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.: 200 - 2012

OF

NOVEMBER 13, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT A GRANT OFFERED BY THE
ORANGE COUNTY YOUTH BUREAU AND TO ENTER INTO CONTRACTS
WITH ORANGE COUNTY THROUGH THE ORANGE COUNTY YOUTH
BUREAU
FOR FUNDING TO PROVIDE RECREATION AND SERVICE PROGRAMS
FOR THE CITY OF NEWBURGH YOUTH BUREAU IN THE AMOUNT OF
\$9,411.00 FOR 2013 RECREATION FUNDING AND \$8,438.00 FOR 2013
SERVICE FUNDING**

WHEREAS, the Orange County Youth Bureau has advised the City of Newburgh that a grant for funding is available to support recreation and service funding to provide recreation and service programs; and

WHEREAS, the City of Newburgh Youth Bureau has applied for said grant offered by the Orange County Youth Bureau for 2013 funding; and

WHEREAS, the City of Newburgh has been advised that the Orange County Youth Bureau has awarded such grant in the amount of \$9,411.00 for 2013 Recreation Funding and \$8,438.00 for 2013 Service Funding; and

WHEREAS, Orange County, through the Orange County Youth Bureau will enter into contracts with the City of Newburgh for the amounts awarded; and

WHEREAS, this Council has determined that accepting said grant and into contracts with the Orange County Youth Bureau 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 accept a grant offered by the Orange County Youth Bureau and enter into contracts with Orange County through the Orange County Youth Bureau for funding to provide recreation and service programs for the City of Newburgh Youth Bureau in the amount of \$9,411.00 for 2013 Recreation Funding and \$8,438.00 for 2013 Service Funding; and

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

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.: 202 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO APPOINT COMMISSIONERS OF DEEDS
FOR JANUARY 1, 2013 THROUGH DECEMBER 31, 2014

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newburgh, New York, that the following persons be appointed as Commissioners of Deeds for the period beginning January 1, 2011 and expiring December 31, 2012, pursuant to the City Charter of the City of Newburgh §C6.95, and the Executive Law of the State of New York, §139:

Lisette Acosta-Ramirez
351 Third Street
Newburgh, NY 12550

Ann Kuzmik
45 Cromwell Hill Rd.
Monroe, NY 12584

Theresa Cramer (Board of Ed.)
10 Hob Street
Newburgh, NY 12550

MaryEllen Leimer (Board of Ed.)
53 Leslie Road
Newburgh, NY 12550

Katrina Cotten
25 Clark Street
Newburgh, NY 12550

Michael McLymore, Sr.
(Board of Ed.)
1573 Rt. 300
Newburgh, NY 12550

Elizabeth Evans
390 Angola Road
Cornwall, NY 12518

Lorene Vitek
8 Continental Drive
Newburgh, NY 12550

Naomi Fay
99 Long Hill Rd.
Highland Mills, NY 10930

Autumn Resto
45 Fleetwood Drive
Newburgh, NY 12550

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.: 204 - 2012

OF

NOVEMBER 13, 2012

**A RESOLUTION APPOINTING NATALIE MCKINSTRIE
TO THE WATERFRONT ADVISORY COMMITTEE**

WHEREAS, the Code of Ordinances of the City of Newburgh, § 296-4, provides for the appointment of members, all of whom shall be residents of the City of Newburgh, to the Waterfront Advisory Committee; and

WHEREAS, Natalie McKintrie has expressed her interest in donating her time and efforts to this Committee,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Waterfront Advisory Committee for the term indicated:

Natalie McKintrie, to complete the term of former member Amanda O'Neill who resigned, which term shall expire on March 31, 2013.

Mayor Kennedy stated she did not see the Cover Letter.

The City Manager pointed out that Ms. McKintrie has been serving as the Secretary to the Waterfront Advisory Committee for some period of time, and has some familiarity with the various matters of the committee. She would still be functioning in the capacity of Secretary, but now she would also be serving in the capacity as a member.

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.: 205 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
GREGORY ROCCO AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS

WHEREAS, Gregory Rocco 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 Fifteen Thousand (\$15,000.00) 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 Gregory Rocco against the City of Newburgh in the total amount of Fifteen Thousand (\$15,000.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

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

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

ADOPTED

RESOLUTION NO.: 206 - 2012

OF

NOVEMBER 13, 2012

RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH GOVERNMENT EMPLOYEES INSURANCE COMPANY
a/s/o JOSE A. FUENTES IN THE AMOUNT OF \$5,422.12

WHEREAS, Government Employees Insurance Company a/s/o Jose A. Fuentes brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Five Thousand Four Hundred Twenty Two and 12/100 Dollars (\$5,422.12) 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 parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Government Employees Insurance Company a/s/o Jose A. Fuentes in the total amount of Five Thousand Four Hundred Twenty Two and 12/100 Dollars (\$5,422.12) and that City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

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

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

ADOPTED

RESOLUTION NO.: 207 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF
REAL PROPERTY KNOWN AS
210 ANN STREET (SECTION 35, BLOCK 2, LOT 32)
AT PRIVATE SALE TO PEDRO VILLENA
FOR THE AMOUNT OF \$1,778.55

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

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

WHEREAS, the City of Newburgh desires to sell 210 Ann Street, being more accurately described as Section 35, Block 2, Lot 32, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, the prospective buyer owns and resides within the adjacent property located at 208 Ann Street, being more accurately described as Section 35, Block 2, Lot 31, on the official tax map of the City of Newburgh; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in cash, money order, good certified or bank check, made payable to **THE CITY OF**

NEWBURGH, such sums are to be paid on or before January 14, 2013, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
210 Ann Street	35 - 2 - 32	Pedro Villena	\$1,778.55

BE IT FURTHER RESOLVED, that the indicated purchaser shall combine the premises known as 208 Ann Street, being more accurately described as Section 35, Block 2, Lot 31, on the official tax map of the City of Newburgh with the premises set forth in this resolution, as one lot of record, within one (1) year of the date of this conveyance, with no later subdivision permitted; and

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

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

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

ADOPTED

RESOLUTION NO.: 208 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF
REAL PROPERTY KNOWN AS
196 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 28)
AT PRIVATE SALE TO AQUANETTA WRIGHT
FOR THE AMOUNT OF \$500.00

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

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

WHEREAS, the City of Newburgh desires to sell 196 Dubois Street, being more accurately described as Section 11, Block 1, Lot 28, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in cash, money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 14, 2013, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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196 Dubois Street

11 - 1 - 28

Aquanetta Wright

\$500.00

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

Michelle Kelson clarified that this resolution needs (3) votes to pass.

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

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

Abstention- Councilwoman Lee-1

ADOPTED

RESOLUTION NO.: 209 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF
REAL PROPERTY KNOWN AS
187 LANDER STREET (SECTION 11, BLOCK 3, LOT 26)
AT PRIVATE SALE TO REDZEP PRELVUKIC
FOR THE AMOUNT OF \$500.00

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

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

WHEREAS, the City of Newburgh desires to sell 187 Lander Street, being more accurately described as Section 11, Block 3, Lot 26, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, the prospective buyer has recently purchased the abutting property located at 162 South Street, being more accurately described as Section 11, Block 3, Lot 21, on the official tax map of the City of Newburgh at public auction; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions placed upon the City of Newburgh's sale of properties at public auction, a copy of which is annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in cash, money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 3, 2012; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
187 Lander Street	11 - 3 - 26	Redzep Prelvukic	\$500.00

BE IT FURTHER RESOLVED, that the indicated purchaser shall combine the premises known as 162 South Street, being more accurately described as Section 11, Block 3, Lot 21, on the official tax map of the City of Newburgh with the premises set forth in this resolution, as one lot of record, within one (1) year of the date of this conveyance, with no later subdivision permitted; and

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

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

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

ADOPTED

209-12

Terms and Conditions of the Auction

DATE: October 3, 2012

TIME: 11:00 A.M.

**LOCATION: Homewood Suites
Newburgh N.Y. 12550**

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and most of all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture, except for these properties not acquired by in rem tax foreclosure as follows: 33 City Terrace, Section 29, Block 4, Lot 16 and 251 Third Street, Section 22, Block 1, Lot 17.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; (e) 2009-2010, 2010-2011 and 2011-2012 school taxes, water rents and assessments, and sewer rents and assessments and any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); and (f) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the public auction.
4. The properties are sold subject to unpaid school taxes for the tax years of 2009-2010, 2010-2011 and 2011-2012, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2009-2010, 2010-2011 and 2011-2012, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.**

For all properties other than 16 William Street, the deed will contain provisions stating that the purchaser is required to either: a) both obtain a building permit within twelve (12) months of the date of the deed and to rehabilitate any existing building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed, or b) complete demolition of such building within twelve (12) months of the date of the deed. Within such eighteen (18) month rehabilitation period, the purchaser must either: i) obtain a Certificate of Occupancy for all buildings on the property, or ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy. The deed shall also require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. The deed shall also require that the property may not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued for rehabilitation of the building or demolition of the building is completed. Failure to comply with any of the requirements in the deed shall cause the title to the property to revert to the City of Newburgh. A written request made to the City Manager for an extension of the twelve (12) month building permit period or the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to obtain a building permit or rehabilitate of up to, but not to exceed, three (3) months.

Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.

For 16 William Street, a Certificate of Appropriateness has been issued by the Architectural Review Commission to permit demolition of the existing building located thereon. The deed to such property shall require that demolition of such building be completed within six (6) months of the deed, and shall also provide that the property may not be conveyed to any other person before demolition of the building is completed; otherwise, title shall revert to the City of Newburgh.

6. A property with no existing building and which is substandard in size under zoning, purchased by an adjoining property owner must be merged with the adjoining property at title closing.
7. Properties identified as 146 Chambers Street, Section 18, Block 5, Lot 29 and 279 Liberty Street, Section 18, Block 5, Lot 8 shall be sold as a package. The deed shall contain a provision that the successful bidder shall combine the premises herein, identified as 146 Chambers Street, Section 18, Block 5, Lot 29 and 279 Liberty Street, Section 18, Block 5, Lot 8, as one lot of record within one (1) year of the date of conveyance.
8. All informational tools, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE CITY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
9. The City of Newburgh reserves the right, in its sole discretion, to withdraw from the auction any of the properties listed on the schedule of real property.
10. Notice is hereby given that the properties identified as 61 Campbell Street, Section 23, Block 7, Lot 4; 87 Carson Avenue, Section 45, Block 8, Lot 10; 146 Chambers Street, Section 18, Block 5, Lot 29; 22 City Terrace, Section 29, Block 5, Lot 27; 33 City Terrace, Section 29, Block 4, Lot 16; 279 Liberty Street, Section 18, Block 5, Lot 8; 330 Liberty Street, Section 12, Block 1, Lot 16; 374 Liberty Street, Section 10, Block 1, Lot 31; 163 S. William Street, Section 45, Block 2, Lot 2; 162 South Street, Section 11, Block 3, Lot 21; 81 South Street, Section 19, Block 1, Lot 5; 251 Third Street, Section 22, Block 1, Lot 17; 7-9 Van Ness Street, Section 29, Block 6, Lot 3; 16 William Street, Section 35, Block 3, Lot 14; 50 William Street, Section 38, Block 2, Lot 36; 122 William Street, Section 44, Block 3, Lot 17; 79 William Street, Section 39, Block 2, Lot 23; 85 William Street, Section 39, Block 2, Lot 21; and 87 William Street, Section 39, Block 2, Lot 20 lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provisions of law applicable thereto and it is the sole responsibility of any bidder to redevelop such parcel so designated in accordance with same. In addition to the foregoing, 16 William Street has been issued a Certificate of Appropriateness by the Architectural Review Commission to permit demolition of the existing building located thereon.
11. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
12. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
13. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchasers shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Bidder acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Bidder also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

AT THE AUCTION

14. All bidders are required to register and provide suitable personal identification, such as a driver's license and passport, at registration. Auctioneer reserves the right to decline registration if identification is not sufficient. Individuals, other than lawyers, acting on behalf of others, not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized. Incorporated entities, (Inc. , Corp., LLC, etc.) are required to provide a corporate resolution with a corporate seal affixed where applicable, authorizing the purchase of real property, prior to the transfer of title, and are encouraged to provide same at registration,
15. All bidders are required to use the bidder number issued to them for all purposes associated with the auction. A bidder may not bid on behalf of a party who is on the prohibited bidder list. A party will be added to such list if he has defaulted in payment of a purchase price or taxes following a purchase. Previously defaulting parties are not allowed to bid.
16. The former owner of the property, or his agent, shall not be permitted to bid on the property or purchase same at the public auction, unless the amount exceeds the amount of tax arrears. If the former owner reacquires the property, all liens existing prior to the foreclosure, will be reinstated and the purchaser (former owner) must sign an agreement to reinstate the liens.
17. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.
18. The Successful Bidder will execute an Offer to Purchase form at the auction for each property he/she is the successful bidder on. The approval of each bid by Resolution of the Newburgh City Council will bind the bidder only and will not constitute a Contract of Sale and the City reserves the right to reject any bid prior to the closing of title and the recording of the deed.
19. The Successful Bidder shall provide information necessary to complete and shall execute the necessary forms and documents required for recording the deed in the Orange County Clerk's Office. The bidder executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid, unless the City agrees in writing. The deed prepared will be in the name of the successful bidder (and spouse) only. No third party bidding will be accepted, unless the bidder identifies that he is bidding as an agent for a disclosed principal, or unless the bidder is a lawyer.
20. The Successful Bidder shall be responsible for the payment of an eleven percent (11%) buyer's premium (1% buyer's premium discount for cash and other guaranteed funds) in addition to the accepted purchase price, an advertising fee of 1.5% of the bid price, and the closing fees/costs. The "buyer's premium" is the fee/commission earned by the auctioneer. Accepted purchase price is the amount of the bid by the highest bidder, which has been approved by the Newburgh City Council.
21. All required deposits must be paid in full for all successful bids immediately upon being declared the successful bidder. Any successful bidder, who fails to tender the deposit, will be forbidden to participate in this or any other auction. Any parcels which the City did not receive deposits for, per these terms and conditions, will be considered to be defaulted, and the bidder will be disqualified from further bidding. Furthermore, upon a default in payment for any one parcel, either during the auction or subsequent thereto, the bidder shall not be permitted to purchase any other parcel(s) bid on, and any deposit monies paid thereon will be forfeited to the City. Additionally, if a declared high bidder at the auction leaves the auction without making the required down payment, he/she will be prohibited from participating at future auctions held by NYSAuctions.com, Haroff Auction & Realty, Inc., Absolute Auctions & Realty, Inc., and the City of Newburgh reserves the right to take legal action against this high bidder.
22. The terms "bidder", "highest bidder" and "successful bidder" shall all have the same meaning.
23. \$1,000.00 or 20% of the total contract price (total contract price is the combination of the high bid and the buyer's premium, as defined in Section 23 of these terms and conditions), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of an Offer to Purchase Form. Total contract prices selling for less than \$1,000.00 must be paid in full at auction, including all closing costs will be paid with the down payment on the day of the auction for each parcel; to wit; (a) New York State Transfer Tax [\$2.00 for each \$500.00 of the purchase/bid price]; (b) Filing Fee for the Real Property Transfer Report [\$125.00 for residential and \$250 for commercial]; (c) Filing Fee for combined Gains Transfer Tax Affidavit [\$5.00]; and (d) all fees required by the Orange County Clerk for recording of the deed [\$40.00 to record one page deed; \$5.00 for each additional page; and \$.50 for any cross reference]. *Closing costs may be subject to an increase in fees as required by law, without notice.* All

recording costs and transfer taxes shall be paid by the purchaser. All deposits must be made in credit/debit card (Master Card or VISA), cash or guaranteed funds (bank checks/tellers checks/cashiers check) made payable to the "City of Newburgh Comptroller" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions. Wire transfers will not be accepted. The City Comptroller may refund overage of a deposit made in excess of the total contract price plus closing costs/fees once the funds have cleared, or apply said sum to the balance owing on the purchase price.

AFTER THE AUCTION

24. All bids shall be subject to approval by the Newburgh City Council, which shall have the right, in the Council's sole discretion, to reject any bid for any reason whatsoever.
25. The entire balance of the accepted purchase price, the buyer's premium as defined in Section 19 of these terms and conditions, and all closing costs/fees must be paid by cash or guaranteed funds to the City of Newburgh Comptroller's Office on or before December 3, 2012. *The City of Newburgh does not accept credit card payments for the balance of the purchase price, buyer's premium and closing costs/fees after the date of the auction.* **The City is not required to send notice of acceptance or any other notice to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the deposit shall be forfeited.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should any bidder fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the bidder. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
26. Previously defaulting parties from prior auctions or other sales of city property are not allowed to bid. If a purchaser owes any outstanding and delinquent taxes to City of Newburgh, those delinquent taxes must be paid in full prior to closing on any purchases made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.
27. If the successful bidder fails to tender such amount due by the close of business on December 3, 2012, then, the City may, but is not obligated to offer any unsold property to the second highest bidder. All terms and conditions for the sale set forth herein above shall apply to the second highest bidder and/or any other purchaser.
28. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchasers agree that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
29. All sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh and/or Haroff Auction & Realty and Absolute Auction & Realty arising from this sale.
30. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
31. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

32. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
33. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
34. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
35. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 210 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 148 JOHNSTON STREET
(SECTION 18, BLOCK 3, LOT 43)
AT PRIVATE SALE TO LOLITA POWELL

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

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

WHEREAS, Lolita Powell, the former owner of 148 Johnston Street, being more accurately described as Section 18, Block 3, Lot 43 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 148 Johnston Street, Section 18, Block 3, Lot 43, to Lolita Powell be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$11,756.06, no later than November 30, 2012; and

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

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

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

ADOPTED

(Adopted as Resolution #211-2012, but re-numbered as Resolution #201-2012 since that # was skipped)

RESOLUTION NO.: 201 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION AUTHORIZING THE COMMENCEMENT OF A SEARCH FOR THE POSITION OF CITY MANAGER OF THE CITY OF NEWBURGH WHICH WILL INCLUDE, BUT IS NOT LIMITED TO CREATING A JOB DESCRIPTION, ADVERTISING AND RECEIPT BY A DESIGNATED COUNCIL MEMBER OF LETTERS OF INTENT AND RESUMES

WHEREAS, Resolution No. 12-2012 of January 23, 2012 states the following under the Continuation clause: This agreement will continue on a month-to-month basis after January 23, 2013 until December 31, 2013 unless either party notifies the other of its intent in writing to terminate this agreement; and

WHEREAS, a month-to-month agreement does not provide enough time to advertise and recruit a new City Manager, and

WHEREAS, it is the intention of this Council to maintain stability in City government during the transition of one city manager to another

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York to commence an immediate search for the position of City Manager of the City of Newburgh; and

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

	<u>Decrease</u>	<u>Increase</u>
Special Items		
Contingency		
A.1900.1990	\$5000.00	
City Council		
Other Services		
A.1010.0448		\$5000.00

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

Ayes- Councilwoman Angelo, Councilwoman Lee-2

Noes- Councilman Brown, Councilman Dillard, Mayor Kennedy-3

TABLE DEFEATED

Councilman Dillard moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes- Councilman Brown, Councilman Dillard, Mayor Kennedy-3

Noes- Councilwoman Angelo, Councilwoman Lee-2

ADOPTED

OLD BUSINESS

The city manager pointed out that we are down to the wire on the adoption of the 2013 Budget. A Work Session is scheduled for Monday, November 19, 2012. The primary focus of the work session will be the budget. He is hoping to get the State Comptroller's recommendations out to the council by the end of the week.

Mayor Kennedy wanted to ensure that all of the items that she and fellow council members have brought up tonight are placed on the agenda for discussion along with the accompanying resolutions. She pointed out that we may have to have a Special Meeting following the work session. There is an ability for them to tweak this plan. The budget has to be voted on by November 26th, 2012.

Councilwoman Lee asked if discussion regarding the Mayor's proposed plan is going to be on the work session agenda. She feels that we should have another special meeting to hear public input on the proposed changes, and we should wait for the recommendations from the Comptroller. She does not know if the public really comprehends the details of the changes.

Councilman Dillard stated that they should target to tweak it on November 19th in order to be able to move forward with it.

Councilman Brown explained that they will provide the City Manager with some direction as to what they want to change in the budget. We can schedule a special meeting soon after that for the public, and then we will vote on the final budget on November 26th. Also he pointed out that the Comptroller provides recommendations, the Comptroller does not run the City.

Councilwoman Lee responded that she [nor the rest of the council] does not run the City of Newburgh either. She feels that as part of the legislative body, all of the members of the council campaigned on the concept of transparency. She is appalled at what is being done here. She is concerned that we need to be very clear about the jobs proposal that seems to be missing from the plan. Anybody can say they are bringing jobs. But she needs to see that documented.

She is concerned that these changes are going to impact a new city council. With the implementation of a new ward system and a new seven-member city council, the taxpayers could end up paying more than \$400K for items such as health insurance and travel expenses. She pays for her own travel expenses. She stated that they could take the money for extra travel

expense and donate it toward gifts for children. She remarked that she is unemployed, but at the same time she does not feel like she should ravish and rob the city like that.

The City Manager announced the upcoming meeting dates:

November 19th - Council Work Session @ 6 P.M.

November 20th - Special Council Meeting @ 6 P.M.

November 26th - Regular Council Meeting to include adoption of the 2013 Budget @ 7 P.M.

NEW BUSINESS

There was no *new business* to come before the council.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Stephen Corbin commented that the safety and well being of the city residents is at stake. The lives of our law enforcement personnel lie in the balance as well, due to inadequate staffing and the failure to address it. The fine men and women of the City of Newburgh Police department deserve to have the support of both the citizens and elected officials. Many officers have ended up in the hospital in Newburgh. Most recently an officer suffered a stab wound to the neck during a late night brawl. Drugs are a prominent problem in the city. It is the responsibility of the city to ensure that its law enforcement is equipped with the necessary tools to deal with the ongoing crime.

Denise Ribble pointed out that there are currently two vacancies on the CDBG Advisory Committee. There were previous letters of interest, as well as new letters of interest that have been forwarded accordingly. She stated that the CDBG appointments were omitted from the November 8th Work Session. She does not understand why this was not discussed when you have qualified individuals to fill these vacancies. She encouraged the council to request that the City Manager provide those letters and make some decision. To not do so is suppressive of community voice and participation in CDBG projects.

Jan Murchison stated she was sad to hear how none of the budget amounts is going to impact her community in anyway. She has been struggling with the decision of whether she should stay in Newburgh or leave. But listening to the discussion tonight helps sway her decision. If the interaction of the council members is indicative of where we are going as a city, then she knows how the people on the *Titanic* felt when they saw the iceberg. You can not expect there to be unity in the community if there is no unity amongst each other on the council. She pleaded with the community to start coming out to these meetings. It is imperative that you let your voices be heard.

Natasha Cotton remarked that the performance reviews are necessary. Yes there is a lot of money that go into these things, but there are a lot of *non-outcomes* too. She commented that she knows Councilman Brown and his mother personally. She used the adage: *If you want to know the quality of the seed and its fruit, then check the tree first.* She knows Councilman Dillard too. He has been fighting for peoples' rights ever since she was a little girl growing up in this city. Neither one of them has to prove anything to her because she knows where they stand on the issues. She thanked Mayor Kennedy for her service. Cotton did not really think Kennedy was strong enough to hold the

position against the opposition. But she is proud of her in taking that stand. Cotton has created a program that will help bring us together in a different type of way. She would like them to review her plan before she presents it to the community.

Rashida Worth spoke positively about the police department. She is glad that we are passing the *Youth- Police Initiative* (YPI). It was used at the Center For Hope and the kids were able to interact with the police officers. A lot of children, who normally would not even want to associate themselves with a police officer, were really able to bare their souls. She thanked Chief Ferrara for attending the dinner. She believes it will make community relations better between the children and police officers.

Yusel Belford stated that there is a lot of work to be done. As we all know, the corruption in our city did not occur overnight. Therefore it is not going to be fixed overnight. We sit here and continue to discuss recurring themes in the community. Homelessness is a rapidly growing problem here, and he is a victim of it. He had a place in the shelter system, but the City came and took the property away from the landlord on the day of the hurricane. Now he is living in the streets. We need adequate shelter for the women, children and men. The funds have been trickled down to the city through the years for affordable housing, but it is taking too long to get it off the ground. He implored the city to work with the people on proposals that address affordable housing in the community. We can get it done rather quickly, and it does not have to take years.

Margarita Knox stated that while she agrees with Yusef and the need for affordable housing, she strongly opposes transitional housing because it takes away peoples' rights. She is sympathetic toward the way that the City Manager has been targeted over the past few weeks. It was done very tactlessly and it could have been done in a more fashionable manner. She pointed out that Councilwoman Lee is one heck of a woman. She commended her for being combative and vocal in her position. Sometimes it takes a misbehaved individual to cross those boundaries and shake things up a bit.

Debra Danzy announced that World AIDS Day is Dec. 1st. She has been advocating since she moved here three years ago. She invited everyone, especially the elected officials, to come out to our World's AIDS Day event. The event is going to be held between 11 A.M. to 2 P.M. on Friday, November 30th @ 280 Broadway. She invited us to see the data depicting the rise of HIV infection in the City of Newburgh. We talk about money for various budgets, yet she has never heard of any monies going toward HIV programs in Newburgh. Drug use, homelessness and the HIV epidemic is a package deal. It is time that the elected officials come out and participate in our event.

Brenda McPhail commented that the idea of change starts in the mind. It does not come with just one or two people. Change comes when everybody gets involved. She worked at the waterfront this summer. Everyone knows that the waterfront was sold for a little next to nothing. People come from all over the place. They park for free and they don't follow the rules of the road. Newburgh is the dumping ground. It is the place where everyone can come to get a free ride. When we talk about accountability, everybody needs to pay their own way. You can make revenue if you really want to do it. You have to raise the standards in the folks here. That is why no one wants to come and establish a business in the city. This deficit goes way back. When you do not deal with a deficit when it is small then it only becomes a bigger deficit in the long run.

Tom Roberts remarked that his organization, Black, Inc., hosted a Halloween party for the youth in Newburgh. More than 300 children attended and there were no fights or problems. They did not get any support from the city either. They did it themselves. He stated that when the council makes their decisions, then the results of those decisions affect the community. He sees old people getting pushed out of their homes because the taxes keep getting raised. He asked the council if it is trying to build up the community or destroy it. Newburgh is supposed to be a family.

Pastor Austin commended the council for speaking to each other like adults. The constant arguing and bickering make us sound like we are the children of a bad marriage. Next, she stated that she witnessed a person fall in front of her business. Our sidewalks need to be repaired so that we can eliminate a tremendous liability to the city. She went to the lady's aid and three police officers showed up within a couple of minutes. She wrote Chief Ferrara a letter of commendation for their quick response and professionalism. However, she noticed that their First Aid kits are in very poor supply.

Nelson McAllister pointed out that the council has a tough job to do. A lot of us out here do not understand the things that you go through. He has heard all too often that Newburgh used to be an *All American City*. But we can not continue to dwell on the past. We need all five of you to work together on a solution. We need to stop talking about the problems and start working on the solutions. He stated that he continues to pray for the council every morning.

Steve Ruelke commented that he is relieved to hear that there was no effort to violate the Open Meetings law even if it looks like there was an attempt to circumvent it. He is extremely pleased that the council is going to

convene a public conversation about city matters. Homelessness and AIDS are symptomatic of the poverty in our community.

When he resided in New Paltz, its community had a drug problem too. But in the thirty two years he resided there, he could not have ever imagined a time when some officers would jump out of their cars, chase a person into somebody's house and end up shooting him fifteen times. The only difference he could fathom between New Paltz and Newburgh is that *we* had a poor Black Man die. He pointed out that we have a really good police department, and he enjoys his relationship with the department. He has seen them go beyond the call of duty. But we have got to do something about the death, the homelessness, the illness and all those issues that plague our community. He urged the council to get together a group of experts to address the problems.

Barbara Smith is amazed that she hears us talking about *poverty* on one side of things and *salary increases to individuals* on the other side. When she reviewed the budget lines, she noticed that under the heading *Income* there are a lot of zeros listed. Zeroes mean more money that the taxpayers have to pay. There is a zero under the code compliance line in the budget. Yet when she looks around this city, there are a lot of code compliance issues that need to be addressed. If she has to pay a department, then why shouldn't she expect a return from that department?

Janet Gianopolous pointed out that the current State Comptroller's report indicates that the city council rarely asks questions concerning the financial reports of the city. She commented that at least one council member has indicated that he or she did not know how to read the reports. She reminded the council that its primary function is to provide financial oversight. The council is the body that has the power to issue warrants to collect money from the taxpayers. Sometimes people can become homeless because of city policies, such as property seizure for nonpayment of taxes. We are paying each member of council approximately \$100 per hour to work at that table. That indicates the peoples' trust. There needs to be more effort to move beyond some of these things that have occurred in the past.

Tammy Hollins listened to the proposed budget cuts at the work session. Even though she is in favor of cutting back, she would like to know how the anticipated savings will end up benefitting her community. She has not heard anything concrete as to what is going to be done with the cost savings. Second, she would like to know why the council needs more money for travel expenses. When you sit on a board or run for a position you make the commitment to serve your community. She does not understand why the council needs more money when it is trying to cut back.

There being no one else wishing to comment, this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Angelo pointed out that they are still looking for people to serve on the Board of Ethics and the Human Rights Commission. Also for the last two weeks, she has been on the scout for a Christmas tree. She has received twenty inquiries, and she has visited over half that number already. We must have depleted our Blue Spruce numbers, because none of the calls have come from homeowners in our city. Also she is going to start collecting toy donations for the children. The tree lighting ceremony is set for December 10th.

Councilman Brown did not comment at this time.

Councilman Dillard thanked everyone for coming. He remarked that he gained a lot of insight by listening to the public. He is willing to compromise and negotiate. He is willing to get the job done to get the budget passed.

Councilwoman Lee thanked everyone for coming out tonight. She pointed out that she liked Ms. Lilliam Harris's jazzy hat.

Mayor Kennedy is pleased that we conducted a good meeting. There was a lot of interaction that made sense. A lot of the trouble that happens in this city occurs between 2 A.M and 4 A.M. when the bars are open. Ever since this last police officer was injured, she has been working with the County Legislature on how we can close the bars at 2 A.M. instead of 4 A.M. We can only accomplish this at the County level. She encouraged the City Manager to schedule the meeting that the police officers have requested. Also she insisted that she does not make \$100 per hour on the council. With the amount of time and energy that she puts into her work on the council, it is more like \$0.80 per hour that she earns.

Mr. Herbek responded that the meeting with the police officers has been scheduled for December 6th @ 5 P.M.

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

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 10:20 P.M.

Respectfully Submitted,

**KATRINA COTTEN
DEPUTY CITY CLERK**