

A regular meeting of the City Council of the City of Newburgh was held on Monday, January 27, 2014 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Rev. Sperling, President of the Greater Newburgh Ministerial Association and retired Pastor of Calvary Presbyterian Church followed by the Pledge of Allegiance.

Present: Councilman Brown, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 6

Absent: Mayor Kennedy - 1

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the City Council meeting of January 13, 2014 be approved.

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 6

CARRIED

COMPTROLLER'S UPDATE

PRELIMINARY 2013 FINANCIAL SUMMARY

Ladies and Gentlemen,

Below are the highlights of the City of Newburgh Revenue and Expenses for the period of January 1, 2013 to December 31, 2013. Please note while FY2013 has ended, the Office of the Comptroller will continue to set up accruals and receivables for FY2013 until the end of February 2014. FY2013 will be officially closed in April, when the City's independent auditors perform their year-end audit and issue a Financial Statement.

General Fund Revenue

In FY2013, the City of Newburgh collected \$40.1 million in revenue compared to a budget of \$42.3 million. The City fell short of its revenue collection by \$2.2 million (\$1.6 million excluding fund balance).

The City collected \$19.6 million in Real Property Taxes and PILOT Payments compared to the budget of \$20.8 million. The shortfall in actual vs. budget is attributed to lower than anticipated collection of Real Property Taxes.

The City collected \$11.3 million in Sales Tax, Utility Gross Receipts and Franchise Fees compared to the budget of \$10.6 million. The additional revenue collected is attributed to Sales Tax and Consumer Utility Gross Receipts.

Collectively, City Departments collected \$611k compared to the budget of \$648k. All Departments met or exceeded their revenue collection with the exception of Parking Violations Bureau, Police Department, Civil Service and Recreation.

General Fund Expense

In FY2013, the City of Newburgh spent \$40.3 million compared to a budget of \$42.6 million. All Departments managed to live within their City Council Approved Budgets except: DPW Garage, DPW Parks, DPW Property Management, Youth Bureau, Tax Collector and the City Assessor's Office.

DPW Garage Parks and Property Management exceeded their budgets however, DPW had under-spending in the other Departments they manage thus overall DPW did not exceed their budget.

Lump sum payments for un-used vacation sick and comp time for two former employees caused Youth Services to exceed their budget.

Transfer of an employee from the Comptroller's Office to the Tax Collector's office to serve as interim Director while the current Director was out on paid leave and the transfer of a staff person from IT to the Tax Collectors Office caused the Tax Collector to exceed their budget.

Tax Certiorari payments which were not included in the 2013 budget caused the Assessor's Office to exceed their budget. Tax Certiorari payments are settlements when a commercial properties assessed value is contested and a lower value is determined. The City must refund the overpayment.

Enterprise Fund Revenue

In FY2013, the Enterprise Funds (Water, Sewer and Sanitation) generated \$15.8 million in revenue compared to a budget of \$15.3 million.

The Water Fund collected \$5.9 million compared to a budget of \$6.1 million (97% collection rate). Sale of metered water caused the lower than expected collection rate. It should be noted in FY2013 the City of Newburgh did not sell any water to the Town of New Windsor.

The Sewer Fund collected \$6.5 million compared to a budget of \$5.9 million (109% collection rate). Revenue collected will increase once the City receives \$663k from the town of Newburgh for providing them with sewer service.

The Sanitation Fund collected \$3.3 million compared to a budget of \$3.1 million (105% collection rate). User fees and interest and penalties account for the additional revenue generated.

Enterprise Fund Expense

In FY2013, the Enterprise Funds expended \$12.9 million compared to a budget of \$15.4 million. All three funds expended less than their City Council Approved Budget. The Budget Surplus for each Enterprise Fund will be transferred to their respective fund balance.

Closing

Overall in FY2013, the City of Newburgh expended \$53.3 million (all funds) and collected \$55.8 million in revenue. All revenue collected above the expenditure level will be transferred to the City's fund balances.

The City's financial condition continues to improve. On January 15, 2014, The City of Newburgh was notified that Moody's Investor Services is reviewing our Government Obligation Bond rating for possible upgrade. An up- grade in our rating will move us to investment grade and reduce the interest we pay for future bonds. This will allow the City to make capital improvements at a lower cost.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Janet Gianopoulos, City of Newburgh, said that this is our money that the Council is working with so she appreciates that they are paying closer attention. In regard to the Financial Summary, last year the officials informed them at least three times that there would be no tax increases. She has spoken with other people who also planned to have no tax increases. They then received their tax bills and found out that they received increases from between \$60.00 to \$400.00. No increase means no increase and this is something that can be amended. The Council has the power to amend this and she urged them to consider doing that. It is nice to know that we have five million dollars in the bank but they can't afford to pay additional money when they thought that there would be no increases. In regard to resolution #21-2014, she asked for an explanation. Perhaps it has to do with what the definition of an employee is but there is a Local Law on the books that states no full-time or part-time employee of the City of Newburgh shall serve as a voting member of any non-profit Board.

Lillie Howard, City of Newburgh, asked in regard to resolution #18-2014 why the Newburgh Housing Authority wasn't considered to manage the City properties. With that she could see a program where they would have local people learning how to fix up properties which would create jobs.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Abrams said that she doesn't have any business regarding the Agenda but she wanted to point out that she now has what all of them have wanted all of their lives which is an unpaid Intern. He is a student at N.F.A. from Ward 2 and as a new Council person it was important to her to make sure that the people in her Ward know that she is there for them. She wants to hear what they have to say, what is important to them and what problems they have with the City. Between the two them she thinks that they have a better chance of covering the whole Ward and surveying it properly.

Councilman Brown responded to the question regarding resolution #18-2014. He believes that Mesh Realty is just managing our properties and doing some minimal repairs.

Interim City Manager, James Slaughter, said that they sent this out to bid and Mesh Realty only handles our properties that are occupied. They collect rent and do minimal repairs.

Councilwoman Holmes said that right now Newburgh Housing Authority is in good standings with City Hall. At that time, there were some Civil Service issues and she thinks that was a part of why they didn't make that collaboration when she was on the Civil Service Commission but they have gotten that all straightened out now. She is currently trying to get on the Newburgh Housing Authority Board but at that time they had some things that they needed to give to the City and it took two years for testing to be done so there were some complications there.

Councilwoman Abrams wanted to point out that the Newburgh Land Bank is an independent non-profit organization and not a Board or Commission of the City.

Councilwoman Lee responded, *"Yes it is. We appoint members to the Board"*. She added that it is semi independent but we appoint members to the Board.

Councilwoman Mejia said in continuation of that topic that she knows it was very important for City of Newburgh residents to have a voice and a say as this non-profit got organized in their attempts to revitalize the City of Newburgh. There were two things that were critical and key in the formation. One was to have a citizens advisory component and two was to have a seat on the policy making Board which is where that resolution is coming from. She asked Michelle Kelson, Corporation Counsel, to explain the legal aspects of it.

Michelle Kelson, Corporation Counsel, said that she has been corresponding via e-mail for several months with Ms. Gianopoulos and the Local Law to which she is referring to she believes is Local Law 6 of 2006. The Local Law was adopted by the City Council at that time; however, it was never filed with the Secretary of State. The file indicates that there were serious concerns about the viability of that Local Law and whether it would unduly restrict the free speech of Council members and other city officers who may wish to serve on non-for-profit Boards. The Local Law should have been rescinded by the Council at that time but it was not. Nevertheless you are not going to find it in the City Charter or the Code because it was not filed with the Secretary of State and never became a Local Law with force in effect. As far as she is aware, there is no local prohibition on any city officers or City Council member serving on an independent non-profit Board.

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

**RESOLUTION NO.: 13 - 2014
OF
JANUARY 27, 2014**

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A LEASE AND LEASE AMENDMENT
WITH RICOH USA, INC. FOR A RICOH MP 4002SP COPIER
FOR THE CITY CLERK'S OFFICE AT A COST OF \$182.63 PER MONTH
FOR A PERIOD OF 60 MONTHS**

WHEREAS, the City of Newburgh City Clerk's Office is in need of a new lease agreement for a copier to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, a review of available equipment and systems has identified a RICOH MP 4002 SP Copier to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of the copier is \$182.63 per month for a period of 60 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1670.0400; and

WHEREAS, a copy of said Lease and Lease Amendment are attached hereto; and

WHEREAS, this Council has reviewed such agreements and have determined that it is in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to execute a Lease and Lease Amendment in substantially the same form as annexed hereto so as to acquire a RICOH MP 4002 SP Copier and related services from RICOH USA, Inc. according to the terms therein stated at the cost of \$182.63 a month for 60 months.

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

**Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 6
ADOPTED**

13-14



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

U.S. Communities Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and NEWBURGH, CITY OF _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

NEWBURGH, CITY OF				GLENN KURCON			
Customer (Bill To)				Billing Contact Name			
83 BROADWAY FL 2				83 BROADWAY FL 2			
Product Location Address				Billing Address (if different from location address)			
NEWBURGH	NY	12550-5617		NEWBURGH	NY	12550-5617	
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (845) 569-7324			Billing Contact Facsimile Number		Billing Contact E-Mail Address gkurcon@cityofnewburgh-ny.gov		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP4002SP

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
60	\$ 141.83	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input checked="" type="checkbox"/> Other: NONE

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



ORDER AGREEMENT

Request For Proposal (RFP) or Bid Contract Date:	11-Feb-2013	Sale Type :	LEASE
--------------------------------------------------	-------------	-------------	-------

BILL TO INFORMATION			
Customer Legal Name: NEWBURGH, CITY OF			
Address Line 1:	83 BROADWAY FL 2	Contact:	KURCON,GLENN
Address Line 2:		Phone:	(845) 569-7324
City:	NEWBURGH	E-mail:	gkurcon@cityofnewburgh-ny.gov
ST / Zip:	NY/12550-5617	County:	ORANGE
		Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) <input type="checkbox"/> PO Included PO# _____ <input type="checkbox"/> Syndication	<input type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____ <input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work) <input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60 Months	MONTHLY	QUARTERLY

SHIP TO INFORMATION			
Customer Name: NEWBURGH CITY OF			
Address Line 1:	83 BROADWAY FL 2	Contact:	KURCON,GLENN
Address Line 2:		Phone:	(845) 569-7324
City:	NEWBURGH	E-mail:	gkurcon@cityofnewburgh-ny.gov
ST / Zip:	NY/12550-5617	County:	ORANGE
		Fax:	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP4002SP	1	Gold	6,000	\$0.0068	N/A	N/A	\$40.80

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
NETWORK & SCAN CONNECT - SEG 3	1



RICOH

ORDER TOTALS		
<i>Service Type Offerings:</i>	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		
Per US Communities Contract 4400003732		

<i>Accepted by Customer</i>	<i>Accepted: Ricoh USA, Inc.</i>
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



CUSTOMER INFORMATION			
Customer Legal Name	NEWBURGH, CITY OF	Date	01/13/2014
Contact Name	GLENN KURCON	Phone	(845) 569-7324
Email	gkurcon@cityofnewburgh-ny.gov	Fax	

AMENDMENT

This LEASE AMENDMENT (this "Amendment"), dated above, is to the agreements and/or product schedules associated with the equipment/product and agreement/product schedule numbers listed on Exhibit A attached to this Amendment and by this reference made a part of this Amendment (each such agreement and/or product schedule, an "Existing Agreement"; and such equipment/product, collectively, the "Existing Equipment"), in each case between Ricoh USA, Inc. or, if applicable, the party identified below ("we" or us") and the customer identified above ("Customer" or "you").

As of the date of this Amendment, the parties have entered or intend to enter into new agreements and/or product schedules (each such new agreement and/or product schedule, a "Replacement Agreement") either (a) with respect to equipment/product in replacement of, or addition to, or in exchange for, the Existing Equipment (such equipment/product referred to in clause (a) of this paragraph, the "Replacement Equipment") or (b) with respect to the Existing Equipment, reflecting the terms of a refinancing of the applicable Existing Agreement and Existing Equipment (a "Refinancing Transaction").

The parties wish to confirm the removal of the Existing Equipment (except with respect to Existing Equipment subject to a Refinancing Transaction) and any payment changes that will occur under the Existing Agreement(s) on the Effective Date (as defined below) of the Replacement Agreement(s).

The parties, intending to be legally bound, agree as follows:

- 1 On the Effective Date, the minimum periodic payment(s) due and payable under the Existing Agreement(s) shall be modified to delete the portion(s) thereof attributable to the Existing Equipment as reflected on Exhibit A attached hereto and, except with respect to Existing Equipment subject to a Refinancing Transaction, we hereby authorize you to return the Existing Equipment to us or our designee. As used in this Amendment, "Effective Date" means, as applicable, (a) the delivery and acceptance date reflected in the delivery and acceptance certificate signed by you with respect to the Replacement Equipment under the Replacement Agreement(s), or (b), in the case of a Refinancing Transaction, the date we accept the applicable Replacement Agreement. By signing below, you hereby confirm that we may retain any payments made by you for amounts owed on the Existing Agreement(s), including, without limitation, the portion(s) of the minimum periodic payment(s) attributable to the Existing Equipment as reflected on Exhibit A, through the Effective Date, regardless of when such payments were received by us.
- 2 You authorize us or our designee to pick up and remove the Existing Equipment. By signing below, you confirm that we or our designee may rely on this request and the request will be governed by this Amendment. Except for our and our designee's obligations to pick up and remove the Existing Equipment, neither us nor any of our designees assumes any obligation, payment or otherwise, under your lease agreement(s), which shall remain your sole responsibility through the Effective Date. As a material condition to our or our designee's performance to pick up and remove the Existing Equipment, you hereby release us and such designee from, and shall indemnify, defend and hold harmless us and such designee from and against any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in relation to your Existing Agreement(s). This paragraph shall not apply to Existing Equipment subject to a Refinancing Transaction.
- 3 If the Replacement Agreement(s) is/are not accepted by us for any reason whatsoever, then (a) this Amendment shall be of no force or effect and the Existing Agreement(s) shall remain in full force and effect, (b) you shall continue to lease or rent the Existing Equipment for the remaining term of the Existing Agreement(s) in accordance with the terms and conditions of the Existing Agreement(s), and (c) you will be liable for all payments and obligations under the Existing Agreement(s) including, without limitation, the portion(s) of the minimum periodic payment attributable to the Existing Equipment as reflected on Exhibit A, for the entire term set forth in the Existing Agreement(s).
- 4 Except to the extent modified by this Amendment, the terms and conditions of the Existing Agreement(s) will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Amendment, as of the date first written above.

CUSTOMER

_____		_____	
X Authorized Signature	Date	Authorized Signature	Date
_____	_____	_____	_____
Print Authorized Signer Name	Title	Print Authorized Signer Name	Title

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EXHIBIT A

EQUIPMENT INFORMATION

Make, Model, Serial Number	RICOH/MP4000B/M5485800131	Contact	GLENN KURCON
Contract Number	1138123-1009551A3	Portion of Minimum Payment Attributable to Existing Equipment	\$127.20
Pick-Up Address**	83 BROADWAY FL 1 CITY CLERK'S OFFICE	Phone	(845) 569-7324
City	NEWBURGH	State	NY
		Zip Code	12550-5617

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

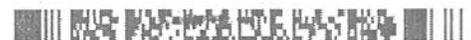
Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

Make, Model, Serial Number		Contact	
Contract Number		Portion of Minimum Payment Attributable to Existing Equipment	
Pick-Up Address**		Phone	
City		State	
		Zip Code	

** Except for Refinancing Transactions



RESOLUTION NO.: 14 - 2014

OF

JANUARY 27, 2014

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 81 WEST STREET
(SECTION 14, BLOCK 3, LOT 41)
AT PRIVATE SALE TO ANTHONY DECIAMPA**

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, Anthony DeCiampa, the former owner of 81 West Street, being more accurately described as Section 14, Block 3, Lot 41 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 81 West Street, Section 14, Block 3, Lot 41, to Anthony DeCiampa be and hereby is confirmed and that the Interim 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 \$13,519.26, no later than February 14, 2014; 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 Holmes seconded that the resolution be adopted.

**Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 6
ADOPTED**

RESOLUTION NO.: 15 - 2014

OF

JANUARY 27, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE
TO PROVIDE FOR REIMBURSEMENT OF FUNDS TO
THE CITY OF NEWBURGH WITH RESPECT TO CERTAIN
URBAN RENEWAL PROJECTS FOR THE PERIOD
OF JANUARY 1, 2014 TO DECEMBER 31, 2014
IN THE AMOUNT OF THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS**

WHEREAS, the Orange County Department of Public Works (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, a copy of which is attached hereto and made a part hereof, to provide for the funding of certain urban renewal projects within the City for the year 2014; and

WHEREAS, the County shall provide the City a total annual sum not to exceed Thirty Five Thousand (\$35,000.00) Dollars for the completion of certain urban renewal projects; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the attached agreement with the County of Orange to provide for a total annual sum not to exceed Thirty Five Thousand (\$35,000.00) Dollars in order to obtain the available funding for certain urban renewal projects.

Councilwoman Abrams pointed out that even though the words "*Urban Renewal*" appear in this resolution the type of work they are talking about is things like the disposal of junk tires that people have dumped and repairs to sidewalks.

Councilwoman Holmes said that she thought they were going to receive line items on this.

Interim City Manager, James Slaughter, said that it is used for various tasks in terms of Public Works and they use it as needed. He will get a list of what has occurred in the past and what could be possible items.

Councilwoman Abrams said that this resolution just provides for us to be reimbursed by Orange County.

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

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 6
ADOPTED

15-14

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

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

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

WHEREAS, the **County** shall provide to the **City** a total annual sum of **THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS**, for completing the activities enumerated in this **Agreement** and performed during the period of **January 1, 2014 to December 31, 2014**. These funds shall be used exclusively for the acquisition, rehabilitation, improvements, and otherwise implementing and completion of urban renewal projects within the **City's** limits and as described herein (Exhibit A). The **County** shall have no obligation to the **City** beyond the payment of these monies in accordance with the terms and conditions of this **Agreement**, and

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

1. The **County** will pay to the **City**, for the Capital Improvements, an annual amount, not-to-exceed **THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS**. The **City** shall submit any and all documentation in support of such expenditures or the **County** may require fees under this **Agreement** as so that it may evaluate the reasonableness of the charges. All such requests shall be reasonable in time and scope; and
2. Proceeds shall be paid to the **City** for eligible costs based upon approved requests for payments. All requests for payments shall be directed to the Orange County Department of Public Works. Each request for payment shall include an itemization of all monies due for eligible costs, labor performed and/or materials supplied for the period covered by the request, a statement describing the eligible expenses, work that was performed using such labor and material, and a release of liens by subcontractors, laborers or material suppliers. Other appropriate receipts, invoices, bills or other documentation evidencing the expenditures to be reimbursed shall be appended to the request forms. As a condition of receiving payment, the **City** shall deliver to the **County** complete releases from all

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

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

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

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

CITY OF NEWBURGH:

COUNTY OF ORANGE:

James A. Slaughter
Interim City Manager

Steven M. Neuhaus
County Executive

Date: _____

Date: _____

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

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

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

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

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

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

Certified by: Eric Hartorn 07/01/2012 - 06/30/2013
 (Print name of authorized representative of the Group Self-Insurer) Date

Certified by: 
 (Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409



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

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

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

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

**In the Application of
(Legal Entity Name and Address):**

CITY OF NEWBURGH
CITY HALL
83 BROADWAY
NEWBURGH, NY 12550
PHONE: 845-569-7340 FEIN: XXXXX2329

Business Applying For:

OTHER: FUNDING FOR CERTAIN URBAN RENEWAL PROJECTS 2013

From: ORANGE COUNTY

Workers' Compensation Exemption Statement:

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

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

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

SIGN HERE	Signature: <i>Richard F Herbek</i>	Date: <i>2/28/13</i>
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Exemption Certificate Number 2013-010531	Received February 27, 2013 NYS Workers' Compensation Board
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RESOLUTION NO.: 16 - 2014

OF

JANUARY 27, 2014

**A RESOLUTION AUTHORIZING THE AWARD OF A
BID FOR THE CONSTRUCTION AND DELIVERY OF
A 2014 TRIPLE COMBINATION PUMPER TRUCK FOR THE
CITY OF NEWBURGH FIRE DEPARTMENT
AT A COST OF \$399,909.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the construction and delivery of a 2014 Triple Combination Pumper Truck for the Fire Department; and

WHEREAS, three bids were received and opened; and

WHEREAS, such bids were reviewed by the Fire Department mechanic, senior officers and the Fire Chief; and

WHEREAS, it has been determined that such bid should be awarded to Campbell Freightliner of Orange County, LLC, as representative of Spartan ERV Fire Apparatus, as the lowest responsible bidder, at a cost of Three Hundred Ninety Nine Thousand Nine Hundred Nine and 00/100 (\$399,909.00) Dollars, including the trade of an existing 1990 Seagrave Pumper; and

WHEREAS, funding shall be derived from H1.3412.0202.8101.2013; and

WHEREAS, this Council has determined that awarding such bid is in the best interests of the City of Newburgh and the safety of its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Campbell Freightliner of Orange County, LLC, as representative of Spartan ERV Fire Apparatus, be and is hereby awarded the bid for the construction and delivery of a 2014 Triple Combination Pumper Truck for the City of Newburgh Fire Department at a cost of Three Hundred Ninety Nine Thousand Nine Hundred Nine and 00/100 (\$399,909.00) Dollars.

Councilwoman Lee asked if the resolution should read that it is not to exceed \$399,909.00.

Michael Vatter, Fire Chief, noted that it is an exact figure so it will not exceed that amount.

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

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 6
ADOPTED

RESOLUTION NO.: 17 - 2014

OF

JANUARY 27, 2014

**A RESOLUTION GRANTING AN EXTENSION OF TIME
TO OSIAH GAYLE TO RE-PURCHASE REAL PROPERTY
KNOWN AS 175 RENWICK STREET (SECTION 45, BLOCK 10, LOT 9)**

WHEREAS, this Council, by Resolution No.: 10-2014 of January 13, 2014, authorized the re-purchase of real property known as 175 Renwick Street (Section 45, Block 10, Lot 9) at private sale to former owner Osiah Gayle; and

WHEREAS, Mr. Gayle has requested an extension of time to close title on 175 Renwick Street until February 28, 2014; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to re-purchase real property known as 175 Renwick Street (Section 45, Block 10, Lot 9) be and is hereby granted to Osiah Gayle until February 28, 2014.

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

**Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 6
ADOPTED**

**RESOLUTION NO.: 18 - 2014
OF
JANUARY 27, 2014**

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY
MANAGEMENT SERVICES**

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, such agreement expired on December 31, 2013; and

WHEREAS, the City of Newburgh wishes to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, 2014 to December 31, 2014; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

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

**Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 6
ADOPTED**

**AGREEMENT BY AND BETWEEN
THE CITY OF NEWBURGH, NEW YORK**

AND

MESH REALTY GROUP, INC.

DATED: _____

This Addendum to the Agreement dated April 1, 2013 is made and entered into this ____ day of _____, 2014 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

2e Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, and (5) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day of January, 2014 and shall end on the 31st day of December, 2014, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

4. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement

between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY

Name: RICK MILTON

Title:

Date: _____

Name: JAMES A. SLAUGHTER

Title: Interim City Manager

Date: _____

18-14

SCHEDULE "A"

1. 162 Broadway
2. 205 Broadway
3. 266 Carpenter Avenue
4. 66 Carson Avenue
5. 95 Carson Avenue
6. 34 Carter Street
7. 36 Carter Street
8. 35 Concord Street
9. 100 Courtney Avenue
10. 55 Farrington Street
11. 246 First Street
12. 63 Grove Street
13. 70 Grove Street
14. 72 Hasbrouck Street
15. 81 Henry Avenue
16. 44 Johnes Street - 58-1-1.-10
17. 44 Johnes Street - 58-1-1.-21
18. 25 Johnston Street
19. 39 Johnston Street
20. 64 Johnston Street
21. 112 Johnston Street
22. 120 Johnston Street
23. 34 Lander Street
24. 194 Lander Street
25. 8 Larter Street
26. 61 Liberty Street, W.H.
27. 279 Liberty Street
28. 16 Lutheran Street
29. 119 Montgomery Street
30. 164 N. Miller Street
31. 318 N. Montgomery Street
32. 15 ½ Overlook Place
33. 13 Poplar Street
34. 230 Prospect Street
35. 231 Prospect Street
36. 170 Renwick Street
37. 175 Renwick Street
38. 182 Renwick Street
39. 184 Renwick Street
40. 7 Richman Avenue
41. 19 S. Miller Street

SCHEDULE "A"

- 42. 24 S. Miller Street
- 43. 30 S. Miller Street
- 44. 37 S. Miller Street
- 45. 53 S. Robinson Avenue
- 46. 204 South Street
- 47. 11 Van Ness Street
- 48. 143 Washington Street
- 49. 350 Water Street, Unit 7-9
- 50. 81 West Street
- 51. 72 William Street
- 52. 126 William Street

Revised 11/19/2013

RESOLUTION NO.: 19 - 2014

OF

JANUARY 27, 2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH,
NEW YORK EXPRESSING CONCEPTUAL SUPPORT OF THE
PORT OF NEWBURGH PROJECT**

WHEREAS, the Port of Newburgh has the potential to create a significant and positive impact on the City of Newburgh with regards to job opportunities, revenue and economic development; and

WHEREAS, the Port of Newburgh project would create hundreds of high paying jobs for City residents and would provide training and apprenticeship opportunities for city residents; and

WHEREAS, the Port of Newburgh will increase the economic vitality of surrounding businesses and the City at large, by providing goods and services on a daily basis to support and sustain the operations and employees of the port; and

WHEREAS, the City Council will consider the creation of a public/private partnership that has potential to strengthen the perception of the City of Newburgh – throughout the region, state and country; and

WHEREAS, the costs and expenses to finance the Port of Newburgh will be derived from private, Federal, State and County resources; and

WHEREAS, the City Council remains committed to ensuring the recreational access to the public, and working with partners to solidify solutions; and

WHEREAS, the Port of Newburgh presents the opportunity for the City Council to utilize its leadership and visionary role to provide further growth and commerce for the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that this City Council of the City of Newburgh, New York does hereby express its conceptual support for the Port of Newburgh Project and its potential benefits; and agrees to further explore

these opportunities and all necessary agreements and documents required for its implementation.

Councilwoman Holmes asked if this is the resolution where they discussed that this will specifically state that the jobs will be for Newburgh City residents.

Interim City Manager, James Slaughter, responded that is correct.

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

**Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 6
ADOPTED**

RESOLUTION NO.: 20 - 2014

OF

JANUARY 27, 2014

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
GREGORIO G. MORALES AGAINST THE CITY OF NEWBURGH IN THE
AMOUNT OF FOUR THOUSAND TWO HUNDRED FORTY-FIVE AND
20/100 DOLLARS**

WHEREAS, Gregorio G. Morales brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the settlement of the claim in the amount of Four Thousand Two Hundred Forty-Five and 20/100 (\$4,245.20) 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 parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorney is hereby authorized to settle the claim of Gregorio G. Morales in the total amount of Four Thousand Two Hundred Forty-Five and 20/100 (\$4,245.20) Dollars, and that the Interim 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 Lee moved and Councilwoman Mejia seconded that the resolution be adopted.

**Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 6
ADOPTED**

NEW BUSINESS

RESOLUTION NO.: 21 - 2014

OF

JANUARY 27, 2014

**RESOLUTION APPOINTING COUNCILWOMAN KAREN MEJIA
TO THE NEWBURGH COMMUNITY LAND BANK
BOARD OF DIRECTORS**

WHEREAS, the By-Laws of the Newburgh Community Land Bank provide that one member of the Board of Directors include a member of the City Council appointed by the Council; and

WHEREAS, there is a vacancy in the City Council seat on the Newburgh Community Land Bank Board of Directors; and

WHEREAS, the City Council wishes to appoint Councilwoman Karen Mejia to the Newburgh Community Land Bank Board of Directors;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby appoints Councilwoman Karen Mejia as a member to the Newburgh Community Land Bank Board of Directors.

Councilwoman Lee said that it is her understanding that Councilwoman Mejia is a former or current employee of the Greater Newburgh Partnership who also sits on the Land Bank Board and that her husband made contributions through his employer to the Land Bank so she is wondering if this is a good idea. They didn't have a chance to discuss this at the Work Session and she didn't know it was going to be on the Agenda for tonight.

Councilwoman Mejia said that she is a current part-time employee with the Greater Newburgh Partnership. In terms of the Greater Newburgh Partnership seat on the Land Bank, she would have to check the records because as far as she knows the GNP does not sit on the Newburgh Community Land Bank Board. If you go to the Website and check the materials that were submitted to New York State, the Greater Newburgh Partnership is another non-profit in the City of Newburgh therefore they do

not sit on this particular Board. We have the Chairman of the Land Bank and Corporation Counsel here to correct her if she is wrong but GNP does not have a formal seat on the Newburgh Community Land Bank.

Councilwoman Lee asked who the Chair of the GNP Board is. Would it be Allan Atzrott?

Councilwoman Mejia said that he was and it is her understanding that when he was sitting on the Land Bank he was representing one of the anchor institutions which was St. Luke's - Cornwall Hospital.

Councilwoman Lee said, *"Who breathed life into the Greater Newburgh Partnership and who is part of the Land Bank Board of Directors."* She said that for her this is a little too close for comfort so she will just vote "no". Mr. Visconti is a member of the Greater Newburgh Partnership so all of these people are her supervisors.

Councilwoman Mejia told Councilwoman Lee that she should check what their membership is and who has come off of the Board. She is not going to debate it because it is public information. If anyone has any questions, they can ask her and she will be happy to answer. Her record speaks for itself and all of this is public information.

Councilwoman Abrams said that she has been a supporter of the Land Bank since she heard about it and she doesn't think it is a bad thing to support.

Councilwoman Lee said not to confuse what she said. She said that this presents some ethical challenges for her. She told Councilwoman Abrams that if she decides to vote for it that is up to her but she is entitled to her vote and during this discussion she said that she would be voting "no".

Michelle Kelson, Corporation Counsel, said that she checked the bylaws of the Newburgh Community Land Bank before she finished writing the resolution and she doesn't believe that there is a reserved designated seat on the Land Bank Board of Directors for the Greater Newburgh Partnership. The designated seats are for a member of the City Council appointed by the City Council, the City Manager, the Chairman of the Distressed Properties Task Force that was created and the Planning Board Chairman. She believes that those are the designated seats. The Board of Directors is between five and eleven seats and those designated Board of Directors select the remainder of the Board of Directors.

Councilwoman Lee said that now she understands. She asked who the members of the Board of Directors are for the Greater Newburgh Partnership.

Michelle Kelson, Corporation Counsel, said that off the top of her head she doesn't know who is still sitting as a member of the Board of Directors on the Land Bank.

Councilwoman Lee said that she was at the meeting in December. She asked Mr. Vatter if he knew who the members are.

Michael Vatter, Fire Chief, said that all he could tell her is that Mr. Atzrott has moved and he left his tenure at St. Luke's Hospital on January 1, 2014. He said that he was not at the January meeting for the Land Bank but it is his understanding that Mr. Atzrott submitted his resignation at that time.

Councilwoman Lee said to Mr. Vatter, *"You are telling me that there are no members of the Greater Newburgh Partnership that sits on the Land Bank Board that would be Councilwoman Mejia's Supervisor."*

Mr. Vatter said that he doesn't know what the status of the other members is currently.

Councilwoman Lee asked City Manager, James Slaughter if the other members attended the meeting in January.

Interim City Manager, James Slaughter, responded with a "yes".

Councilwoman Lee said thank you, I just want to know.

Michelle Kelson, Corporation Counsel, said that the Land Bank has its own conflict of interest and disclosure policies and those would be publicly available because the Land Bank is a public authority. Anyone appointed to the Board of Directors would be obligated also to comply with those policies and procedures.

Councilwoman Lee said that they would have to be fully disclosed just as they do as Council Members.

Councilman Brown asked if there is any legality in appointing Karen Mejia to the Board.

Michelle Kelson, Corporation Counsel, said that she can only speak to the City's interest. If they are appointing Councilwoman Mejia to the Land Bank Board, they clearly want someone who is going to serve the interest of the City Council. Whether in making her decisions on the Land Bank Board

she would have an ethical conflict based on her employer that would be the Land Bank's decision to determine. It wouldn't necessarily be the City Council's decision.

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

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Mejia - 5

Nays - Councilwoman Lee - 1

ADOPTED

NEW BUSINESS

RESOLUTION NO.: 22 - 2014

OF

JANUARY 27, 2014

**A RESOLUTION APPOINTING VERA BEST TO THE
MUNICIPAL CIVIL SERVICE COMMISSION
OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Vera Best be and is hereby appointed to complete the term of former member Cindy Holmes commencing immediately and expiring on May 31, 2016.

Councilwoman Lee asked if Vera Best is related to any of the Council members.

Councilwoman Holmes responded, "Yes".

Councilwoman Holmes moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Mejia - 5

Nays - Councilwoman Lee - 1

ADOPTED

GENERAL PUBLIC COMMENTS

Rev. Sperling, City of Newburgh, wanted to let the Council and citizens know that a week ago last Saturday at the Newburgh Free Library there were about one hundred and fifteen people who came to view a film called, "Who is Jim Crow?" which was about mass incarceration. It was sponsored by the GNMA, the Christian Ministerial Fellowship and the Library and there were many other agencies and organizations represented. There will be a follow up meeting next Thursday, February 6th at 7:00 P.M. at the Library and Mr. Odell Williams, who is very active in the Hudson Valley area concerning these issues, will be the speaker. On Saturday, February 22nd, at 10:00 A.M. at the Library the second in a series of films around these issues will be screened. He noticed an article today in the New York Times about these concerns so this is a critical issue in our Country and in our City. He invited everyone to be part of these conversations.

Omari Shakur, City of Newburgh, said that he has been coming to the meetings speaking about an incident that occurred on December 12th. He followed protocol because it was an incident involving two of their Police Officers and there was a video tape involved. He requested a copy of this video tape on December 12th and went through all of the proper protocol and as of last week the City Manager was supposed to get back to him with this information. He told him that the City of Newburgh Police Department would be contacting him on the 23rd and now it's the 27th. He had to come to City Hall and ask them like Malcolm X for this tape and all of a sudden two hours later when he got home the tape appeared. He told them that a crime is being committed in their City right now and they have a chance to do something and arrest the suspects. He told the Council to have their Police Chief come up and tell them what he was told on the phone today and then he will provide the rest of the information because he can prove it right now. They say they want to clamp down on crime here so they have a chance to arrest someone right now because he has the evidence with him. He has a letter that the Police Chief just gave to him tonight which states, *"Your complaint received on December 11th against Newburgh Police Officers has been investigated and the actions of these Officers involved in the incident were reviewed. The complaint was handled as a formal department internal investigation into the conduct and action of all of the Officers who were present during the alleged incident. After examination I find your case to be not founded following this investigation. Today at 3:15 I respectfully called you and offered to review the DVD recordings that were made in the area of and surrounding the time of the incident. I clearly explained to you that the recordings were of little*

value in the investigation because the street camera at 145 Broadway was clearly pointed east away from the incident and the camera at the Motor Vehicle Department only monitors the sidewalk. At this time I have closed this investigation internally and this letter is to report to you the final disposition of your case." He added that on December 12th he filed this complaint and it says that if you file false statements then it is a misdemeanor with the New York State Penal Code so then they should arrest him for making a false statement.

Lillie Howard, City of Newburgh, said that we have serious problems here in the City of Newburgh regarding our Police Department. She knows that a study was done, which they paid for, on the Police Department and she has a copy of that report. She wants to know if any of the things that were suggested and recommended in that report were implemented as of this date. There is also a Police Committee but she checked the website and saw nothing since 2008. Since they have had so many situations happen here in this City, why is there such lack of attention given to this specific and important matter? Silence means agreement and it seems like the Council is in agreement with the atrocities that are being committed against the citizens of this City by some. This is not just going on here in the City of Newburgh; it's Nationwide and until it is addressed they are going to have a serious problem when the weather gets warm. They are going to have a serious problem because people cannot continuously be treated like animals.

Margarita Nox, City of Newburgh, said that she is still learning about Newburgh's politics and how things work. In regard to resolutions #21-2014 and #22-2014, she can only hope that whoever is sitting on this Council has the best intentions for the people of Newburgh and not their own personal agenda. There were some things that gut wise didn't feel right in terms of the voting so she can only hope that it is done with honesty and integrity. This is not directed at anyone in particular but it is just alarming to her. She added that while we are busy attacking the Police Department we should also be attacking DSS. There is going to be a Rally on February 5th, for a child who was neglected by the system so she invited everyone to come out and support bringing awareness to Family Court corruption.

Benilda Jones, City of Newburgh, asked for an explanation of the Port of Newburgh Project because she feels that many people don't know what that's about. Our Chief of Police has shared with her as Chairperson of the Human Rights Commission the situation with Mr. Shakur and he will be providing her with a copy of that report. Lastly she asked who is in charge of the Civil Service Commission. She would like to know who is in charge and where the buck stops with that Commission.

Councilman Brown said that the Civil Service Administrator is controlled by a Commission that consists of three members. If anyone has any

problems or complaints about the Civil Service person, they have to go to her Commission in order to file those complaints.

Councilwoman Holmes noted that Richard Gadbois is the Chairperson. Thomas Murphy is another member and the Council just appointed Vera Best.

Janet Gianopoulos, City of Newburgh, told the Council to remember that they have Boards who can address many of these issues. She suggested inviting the Police Community Relations Advisory Board to a Work Session to provide an update on what they are up to. She doesn't know if they have met recently or not so they should be invited to the meetings.

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

COUNCIL COMMENTS

Councilwoman Angelo noted that the Citizens Advisory Committee was established back in 1991 and they had nine wards with a Ward Chairman and District Leaders. This Committee is really productive for us although in the past few years we haven't had as many people attend as we used to. They would like to keep it going but their Chairman recently resigned so they need a new one. She wants to meet with Corporation Counsel and make a suggestion to the four Ward Council members that they can maybe change this somehow where two or three people would work with them in their Ward. They would be the eyes and ears which is what this is all about so she asked them to think about that. She has a list of all the concerns that come in and they are then forwarded to the various departments to be look at. On January 18th, she attended a Conference for young women along with Councilwoman Mejia and read a Proclamation. There must have been over one hundred fifty people there so it was a wonderful day for the young women. She added that she has applications for the Memorial Day Parade if anyone is interested and they will be holding a meeting on February 7th at 6:00 at the Baseball Hall of Fame. She said that they received another complaint today about all of the posters that are on the telephone poles and she is not sure what they can do about that. She reminded everyone that the deadline is March 1st for the STAR Program and the Library is providing tax assistance to anyone who needs help free of charge. They are also forming a Camera Club if anyone is interested. She asked if the City Manager could give a quick update on the Activity Center.

Interim City Manager, James Slaughter, said that an inspection was done at the Activity Center and they found that it is not as precarious as they thought. They originally thought that it may have to be shut down temporarily; however, they believe that they can continue to operate. They are going to take on the roof and stabilize the building and ceiling. At some point they will come to Council as there is program money in the BAN for both the Recreation Center and 104 S. Lander Street. They might take a portion of 104 S. Lander Street and recommend to the Council to hold off on that roof replacement to deal with all of the items at the Recreation Center. It definitely needs to be done but it is not as precarious as we thought. Since they are working for the Summer Camp to be at the Armory this year, they will probably try to start construction at the Recreation Center sometime in late spring or summer.

Councilwoman Holmes said that she would like to see the DVD that Omari was speaking about. In regard to the Police Community Relations Board, on Thursday she is going to have a meeting with the Police Chief, Murphy and Leach and they are going to reorganize this Board. She wants to have a Black a White and a Latino Officer on the Board and also a Black a White and a Latino from each Ward. She doesn't know if she can do this but she wants to get everybody involved. She wants them to communicate with the police and for the police to communicate with the community. To the young lady who spoke about the resolutions she said that when she votes she votes for the person she feels will do the best job. She has been here in the City of Newburgh since 1959 and has worked for everything that she has. She has three families here with three Churches so favoritism doesn't matter. She has a family member right here in this room that has done a lot for this community so she just wants to put it out there that when she votes she votes for the best person for the job. Anyone who is here that wants to be a part of the Police Community Advisory Board should speak with her because this is something that is very important that they need to have happen and that they need to stand together with. She thanked everyone for coming out tonight and having a great meeting.

Councilwoman Lee said that they are starting their HIV AIDS Network again and she is asking for a few people to consider participating in one way or another. They would like to provide some education to the City residents about HIV and AIDS. She thanked everyone for coming out and wished them a good night.

Councilwoman Mejia thanked her fellow Board members the City Staff and Departments for their time and service. She held up two pictures to the audience and said that the City has been working on improving our Codes enforcement along with our Police Department and DPW. The history behind the pictures she held of the corner of North Miller Street is that it has been a dumping site. People living on that block are familiar with this and the City has cleaned it up several times and she would love for everyone to start taking their own individual responsibility because these are our neighbors who are doing the dumping. There was an abatement put on this property by the Codes Department back in the Fall and the debris sat on this location during the Holiday season. It was cleaned up this past January by the DPW at a cost of about \$1800.00 and the fine for dumping is \$250.00. The fine is not enough because that doesn't hurt so we have to see about raising it. There are many more properties that need to be cleaned up so give us some time because we have limited staff but the commitment is here to have our streets be safe and clean. She thanked everyone for coming out tonight and asked them to please continue coming.

Councilman Brown said he wanted to address the question asked about the tax increase and asked the City Manager to please explain.

Interim City Manager, James Slaughter, noted that there was not a tax increase. The tax rates stayed the same. If there was a slight increase in their tax bill, it means that there was an increase in their assessment. As your assessed rate goes up then the value of your home also in most cases corresponds and becomes a little more valuable. There were no changes made in the tax rate between 2013 and 2014.

Councilman Brown said that we have a lot of Board openings and if you check our Website you will see them all so we need the communities help with them because we can't do it ourselves. If anyone has any issues or concerns, go on the Website and see which Boards might peak your interest and submit a letter of interest. They want to keep these Boards running because it is a vital part of keeping the City moving. He believes that the Police Relations Board has a ton of openings so we need help from the citizens.

Councilwoman Holmes added to her comments that as long as she is on this Council she will have zero tolerance for discrimination and racism. She will not tolerate it because it sickens her. She said that is all she is going to say and to take it as she said it because she wants everyone to know it. She will not tolerate discrimination or racism.

There being no further business to come before the Council, the meeting adjourned at 8:15 P.M.

LORENE VITEK
CITY CLERK