

A regular meeting of the City Council of the City of Newburgh was held on Monday, November 9, 2015 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Pastor Jose Vasquez from Church at the Bridge followed by the Pledge of Allegiance.

Mayor Kennedy asked everyone to remain standing for a Moment of Silence for the Veterans who have paid the ultimate price for our freedom and read a Congressional Proclamation from Honorable Sean Patrick Maloney.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia- 7

**CARRIED**

#### **COMMUNICATIONS**

Councilwoman Angelo moved and Councilwoman Abrams seconded that the Minutes of the October 26, 2015 Council Meeting be approved.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

**CARRIED**

#### **CITY MANAGER UPDATE**

City Manager, Michael Ciaravino gave an update on some key highlights and progress in City departments.

## PUBLIC HEARING

Mayor Kennedy called a public hearing that was advertised for this meeting to receive comments concerning the adoption of the 2016 Budget for the City of Newburgh.

Janet Gianopoulos, City of Newburgh, feels that we set things in place as far as dollars and then don't always follow through. We need to make sure that we are open for business and that we are collecting the revenues we anticipate. She would normally expect the City Manager to do this but it appears that the City Manager sometimes gets sidetracked by things that individual Council members want. She feels that public safety is the most important and it is the largest single portion of our Budget consisting of more than twenty-five million dollars which is a lot of money for a small municipality. A few years ago she proposed that we seriously consider having a Public Safety Commissioner who would focus on these things leaving the Council free to do what they want and enable the City Manager to follow up and make sure that we have the optimum safety. She also thinks it is important to look at how many vacant city owned properties we have and what they are costing us. We should look at spending less than we say we are going to spend and making more revenue than we say we are going to make and she feels that we need to look at the Courthouse construction and make sure that's all closed out. How will we use the Consolidated Iron Site and how does it impact our Budget? She believes that Codes are very important regarding our safety and our Budget and it should not depend on what the IAFF negotiates with us. It should depend on what we set our minds to do as a priority to keep our people safe. In regard to recent crimes, she appreciates that the City Manager is hands on and thinks that we have to look at surrounding municipalities to see how much they are paying for things.

Deborah Dresser, 12 BayView Terrace, speaking on behalf of the Conservation Advisory Council (CAC) noted that there is a decrease in the number of city trees as last year alone thirty-five trees were removed but only eleven were planted. This ration has been repeated over the past decade and more which is not sustainable for the City. The CAC oversaw a tree inventory which was completed this past Spring and registered eight thousand trees in our Parks, on the streets and throughout our neighborhoods. This inventory will allow DPW for the first time to implement a management plan for the City trees but will not be able to keep up with the demand as they are not in a position to water and mulch newly planted trees in their first year. When you plant a tree you have to take care of it just like children and if we don't then it is just money down the drain. The Budget submitted by the CAC has expunged the line for an Arborist, a water truck and the funds to hire outside landscape contractors to plant and help maintain trees which puts the City in a perilous position. This is important because the planting and maintenance of urban trees is not a beautification project. Urban trees create a pleasant walking environment and pride encouraging safer neighborhoods. Urban trees promote business because treescaped blocks encourage businesses to move here and those businesses show overall in the whole Country twelve percent higher income streams. Urban trees enable an effective drainage infrastructure as trees absorb the first thirty percent of most precipitation meaning that the water that comes down from the sky doesn't flow into our sewer system. Urban trees are better for our overall health by reducing harm from tail pipe emissions and significant

pollutants including carbon monoxide. She urged the Council to place more importance on Urban Forestry than they have in the past and for the City's departments to be proactive with the CAC in finding resources to address these very important conversation issues.

Mary Ellen Korchinsky, City of Newburgh applauded the Council for their innovative practices and for using our own DPW and Engineering Departments to address really serious infrastructure problems. She believes that we can find other innovative ways to address our needs such as inter-city sharing. For example, we could perhaps consolidate our Civil Service Commission into the County Civil Service Commission which is what they do in Westchester and Dutchess County. Sharing would not only save us money but it would make us more integrated with the entire County. She also feels that we need a Human Resources position in the Budget which would keep track of employees and gives us a chance to envision a future for employment and for what is needed in this City. She urged the Council to consider both of these options and would be willing to help with researching these and other options as well.

Kippy Boyle, Grand Street, attended both of the Budget Work Sessions and said that there was a comment made about the Engineering Department who is asking for some junior positions to assist in their work. One Council Member asked, "*Why do we need more people there since we always hire Consultants for everything*"? She noted that the answer is that every job has to have oversight. Every Consultant that comes in has a list of specs and requirements with materials and timelines and it is up to our Engineering Department to be on top of all of those things to make sure that we are paying them for the jobs they told us that they were going to do. Just because we hire Consultants to do projects does not mean that our Engineering Department can sit back and assume that it is being taken care of. All we have to do is look at the Courthouse, the Heritage Center and the Dutch Reformed Church and the hundreds of thousands of dollars that has been wasted by the City because we allowed an outside consulting firm to do the work with no oversight. One reason why they need this help is because of the Inter-Municipal Water Agreement with the Town of New Windsor, Town of Newburgh, New York City and us. This will be very important for the next few years and the City Engineer stated to the Council that the City of Newburgh needs to be present at all of those meetings. This is our water and our agreement so we need to be there to negotiate the terms and be on top of what will be happening with our water. While Jason or Chad is attending these meetings it leaves one less person in the office to take care of all of the other projects that are going on right now. She suggested that they take that question off the table and give Engineering some support. As for the Codes Department, if there is a possibility that the Firemen are not going to be picking up the slack on investigations and inspections and we only have two Inspectors in the Codes Department that is not sustainable. She believes that we should have at least a Codes Inspector for each Ward to make sure that we are all represented.

Councilman Brown said in regard to the comments made about trees that we have been trying to get our Greenhouse up and running which is part of the City Charter. The Greenhouse should be creating our plants to be used for beautification and for trees so if we could get that up and running we could get a process in place with replacing all of the trees that have been removed. He hopes that the next Council will work on getting that up and running. Someone spoke about the Civil Service Commission and moving it to the County has been talked about and could certainly be done but the City of Newburgh only pays one third of the Civil Service salary so there is no savings there. In order to have the Civil Service Department removed from the City of Newburgh it requires a referendum which we don't have the money for. It is also convenient to have right here in the City because if you move it to the County then you would have to go out there to get anything done and he feels that is not a great idea. He was a bit disappointed that there was no Human Resource person in this Budget which he was expecting to see. Civil Service and Human Resources are two different services and we need a Human Resource person so perhaps before this Budget is finalized they can find the money to add that. At the last work Session they talked about the Firefighters being laid off and he would love to keep some of them on and move them into the Codes but there are a lot of stipulations to that in terms of contracts and so forth. We need Codes desperately in this City as we have tons of issues but at this point they have to put their priorities together and decide which is more important and policing is more important to him right now. He believes that we will be able to operate this Fire Department with the current staff after the lay-offs and hopefully we can find a way to keep those Firefighters but if not we will make sure that this City is safe. Right now what is important to him in this Budget is the Police Department because they need some vital equipment and they certainly need more help so hopefully before they finalize this Budget we will have at least enough police officers that can support what that department needs going forward.

Councilwoman Lee said in terms of the Firefighters that she found it a little disturbing that there wasn't enough money set aside for fire safety suits. She understands that we made some adjustments with the Police Department in terms of cars so she hopes that \$60,000.00 can be set aside for the Firefighters to have better or more safety suits. She supports public safety so we need to help our Firefighters and our Police Department. In regard to trees, she noted that there are several trees that are old and leaning damaging the pavement. In a perfect World she would like to see the City take responsibility for either taking those trees down or repairing the pavement around some houses because it obstructs the sidewalk. Hopefully in the next year they can look at that and the trees that have to come down should come down because we don't want them falling on cars, houses or people. She also feels that in the areas where they can replace the trees they should.

Councilwoman Mejia said that this is a very difficult Budget and she looks at it just like a household budget. How do you pay the Mortgage, put food on the table and get your health care and prescription medicine that is required? Based on that when it comes to the prescription she really sees Codes as being integral to the stability in moving economic development forward in the City. How do we do that with the current staff and with the potential decrease in Firefighters? We have to come up with whatever the magic number of staffing is that would allow us to move forward with the Code Enforcement aspect which is crucial. Firefighters are not going to be enough and the current staffing is not going to be

enough so what is the third option? The people who approved the Grant knew that it was a Grant and you should not be staffing crucial, critical personnel based on Grants. We knew that the FEMA Grant was just a band-aid to get us through and she hoped they would have had a Phase II to get those two extra years to get proper permanent funding for the Fire Department. That may or may not work out so we have to figure out what the number is to maintain the staffing so that the Code Enforcement aspect can continue. If no miracle happens, then what's the next step? Do we have a civilian force that gets trained to do Code Enforcement aspect? We need to be thinking a little more creatively and see what it would cost and what training would be required to do that. It is important for our Police Department, DPW and our Firefighters to know what the magic minimum number is. She reiterated that we have to come up with the minimum number for the Fire Department and she will not let go of the Code Enforcement aspect. If we let that go now no matter what we do to the Police Department or how creative we are in other aspects, we will just continue to fall into ourselves because buildings come down, rental properties continue to decay and it just doesn't work. We need to have more Budget meetings specifically about getting down to the numbers that we need.

Mayor Kennedy added that we are in the proverbial rock and a hard place. We cannot raise taxes otherwise we lose more tax payers and have more empty buildings with more problems so that is not an option. We must do Code Enforcement and we must have safety and Police Officers. We need so many things as this City has been neglected for over fifty years and it is not going to get fixed in two or three. As we work together, we have to get out of the box and think about other ways to solve problem so we need Union and community support and we need people with creative ideas. As Councilman Brown said, we need a Human Resource person because so many of the issues that have happened in this City come about because we don't have proper HR support. Civil Service and HR are two very different functions and we have been trying to limp along with one of them so we need to find a way to fund an HR person at least part time. She agrees with the issue about the trees and suggested that if we can't work with our Greenhouse right now then maybe there is a Forestry Program that we can work with to give us trees. If you get a small tree then someone has to care for it because if you are not out there watering it, caring for it and protecting it then it will just get stomped on and be gone. We planted some beautiful trees in Tyrone Crabb Park but people have been swinging on the limbs and breaking the branches and one tree has been completely pulled out. There is a segment of our population that really doesn't care about those trees so we as a community have to take care of them. We need to move forward with this and even a few trees would help. She added that our DPW is pulled in about seventeen different directions and they have to move around constantly so nothing is deliberately being neglected. They have to deal with things that have been neglected for so long and we do the best we can with what we've got. We live on Grants which is why it is so important to have a Grant Coordinator and a Grant Writer. In the past we got Grants but someone wasn't doing the coordination so we didn't always get the money back. Just like the Safer Grant they have to make sure everything is tracked as it is supposed to be and sent in exactly on time. Finally she suggested to everyone that there is money at the State level to talk about consolidation with other municipalities. What could we consolidate and work with particularly with the Town of Newburgh? Could our Fire Departments work? Is there some way to do that with our Youth Department or sharing of

equipment? Think about out of the box ways to consolidate and share with our other municipalities to reduce spending because as we move forward every municipality in this State is going to be pushed to the max. It is not just us. When we are stuck between the rock and the hard place how do we move the money around? It's a lot more than just "*Do it*" because something has to give in order to make it work.

There being no further comments this public hearing was closed.

## COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Janet Gianopoulos, City of Newburgh said in regard to resolution #289-2015 for the police vehicles that there were various items in the Capital Plan that the Council voted down at the last meeting. The City Engineer brought to the Council's attention the importance of some of the items on that Capital Plan and she now sees these vehicles on the Agenda but wonders what happened to the Engineering items. When items are identified for the Capital Plan it is sometimes necessary to Bond for them so she would appreciate further explanation from the Council as to why these are being handled piece meal.

Mr. Kennedy, City of Newburgh questioned resolution #285-2015 where they are selling the house at 368 South Street for \$3,000.00. If you look at the picture on the Website, there is nothing wrong with this house and it is listed on the City's roll for \$82,000.00. Will this house revert down to \$3,000.00 and will everyone's taxes be lowered? Who are you selling this house to? Is this someone's buddy?

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

## COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Mayor Kennedy asked for an explanations on why the two police cars on the Agenda and 368 South Street.

City Manager, Michael Ciaravino noted that they are putting together a draft spread sheet for the condition of all of the police cars and he wants to obtain more information regarding the maintenance cost for our whole fleet so that they can have one final shot at discussing the Capital Budget. He is also working with the DEC to find out what alternatives we can fashion to the camera work that we promised over a year ago. There was also talk about equipment sharing with another community and some other arrangements but he needs to have something concrete to propose to them and see if it is acceptable in lieu of what was originally budgeted for. For that reason he removed the Capital Plan discussion for this evening because he needs to get additional information for the Council to consider. With regard to the two items that are on for this evening, as they tracked the discussion at the last Work Session they talked about at least being able to purchase two police cars from the Contingency Fund. This speaks to the dire need of the fleet itself; particularly the least repairable and those that are at greater risk of being pulled out of service and may subject us to have to double up on police officers in each vehicle. This is a thin band-aid but it's something they would like to get in process while they develop more comprehensive data for the Council to consider.

Mayor Kennedy said that they did have that conversation and decided they would get at least two police cars right now and then continue the discussion about the Capital Plan and how they would move forward. In regard to 368 South Street, she asked Alexandra Church, City Planner to explain. She believes that property has been stripped and gutted inside.

Alexandra Church, City Planner explained that it has been and the assessment is \$48,300.00. It currently has no heating system, no plumbing, the electric needs to be replaced and it needs a new roof and new sheet rock. This is being purchased by a DPW employee who has the ability to do the work and she has photos if the Council would like to see them.

Mayor Kennedy said that no one is getting a deal here. We have a lot of properties that are nothing more than shells so we are working to help our citizens and encourage our City employees to have homes here and invest in our community. If we paid him to take this building we would still come out ahead because it is in such bad shape. We have to pay the school taxes for every building that we own and we have to manage the upkeep and oversight so the faster we find owners for these building the better off the City is.

Councilwoman Lee asked when there was a resolution to sell City employees property. Was this discussed at a Work Session?

Mayor Kennedy said that it was discussed last Thursday at the Work Session.

Councilman Brown remembers it being discussed but he never saw a picture of the property and now that he looks at it he asked who William Morrisohn is.

Alexandra Church, City Planner answered that he is a DPW employee.

Councilman Brown asked if his intent is to stay in the house.

Ms. Church said, "*Absolutely*". She added that it is only five hundred and fifty eight square feet which is a very small house.

Councilman Brown asked Corporation Counsel if there is a way to put a reverter clause in the Deed that if he doesn't stay in the house for at least five years then it will come back to the City.

Corporation Counsel, Michelle Kelson said that she can add a term of sale that there is an owner occupancy restriction.

Councilman Brown said that this is important. We have a lot of one family houses in this City that are being rented to four and five families so moving forward whenever we sell a one family home that reverter clause should be put in there to assure that those people stay in that house for at least five years before they turn it into a rental property. If they can add that clause then he doesn't have a problem with this.

Mayor Kennedy said that she would support that being a standard policy for the City and it could be part of our home ownership encouragement program that they have to live in it for five years.

Councilwoman Lee said that another reason would be that if you are renting rooms in your one family house you are paying taxes on a one family and those of us who own a two family are paying taxes for a multi dwelling.

Councilwoman Mejia said that she has been encouraging homeownership to our City employees by coming up with an incentive program to get them to live in the City. We have so many properties that this could be done with and a resident occupancy requirement could be a great addition. We need a City employee incentive package and she noted that both Mt. St. Mary's College and St. Luke's Cornwall Hospital have home ownership incentive programs. At St. Luke's Cornwall Hospital you don't have to be an employee you just have to be moving in to the area so there are resources out there. The City should not be owning all of this property so if anyone sees a property on our list that they like then they should make a bid. This is not a secret process. There is an application for it and it is Real Estate so make your bid, go through the process and then they can discuss it. Homeownership should be a positive experience.

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

**RESOLUTION NO.: 285 - 2015**

**OF**

**NOVEMBER 9, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 368 SOUTH STREET (SECTION 17, BLOCK 2, LOT 26) AT PRIVATE  
SALE TO WILLIAM MORRISOHN, JR. FOR THE AMOUNT OF \$3,000.00**

**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 368 South Street, being more accurately described as Section 17, Block 2, 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**, 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 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 money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 8, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
368 South Street	17 - 2 - 26	William Morrisohn, Jr.	\$3,000.00

**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 Abrams seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

**ADOPTED**

# Terms and Conditions Sale

## 368 South Street, City of Newburgh (17-2-26)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and 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.
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; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. Upon the closing, the property shall become subject to taxation and apportionment of 2015-2016 School Taxes shall be made as of the date of closing. 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.** The deed will contain provisions stating that the purchaser is required to rehabilitate any 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. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of 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 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.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. 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.
9. 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.
10. 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. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser 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.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before February 8, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. 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. Purchaser agrees that he 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.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh 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, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. 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.**
15. 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.

16. 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 ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. 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.: 286 – 2015**

**OF**

**NOVEMBER 9, 2015**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2013 RELATIVE TO  
156 DUPONT AVENUE (SECTION 13, BLOCK 3, LOT 35),  
157 DUPONT AVENUE FRONT (SECTION 26, BLOCK 1, LOT 6.1)  
AND 157 DUPONT AVENUE REAR (SECTION 26, BLOCK 1, LOT 6.2)**

**WHEREAS**, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

**WHEREAS**, an interested party, by his attorney, served an Answer to such action in regard to the foreclosure of 156 Dupont Avenue (Section 13, Block 3, Lot 35), 157 Dupont Avenue Front (Section 26, Block 1, Lot 6.1) and 157 Dupont Avenue Rear (Section 26, Block 1, Lot 6.2); and

**WHEREAS**, the attorney has advised the City that they are prepared to settle such action; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the properties located at 156 Dupont Avenue (Section 13, Block 3, Lot 35), 157 Dupont Avenue Front (Section 26, Block 1, Lot 6.1) and 157 Dupont Avenue Rear (Section 26, Block 1, Lot 6.2), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Forty Thousand Four Hundred Eighty One And 89/100 (\$40,481.89) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before November 15, 2015.

**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, Mayor Kennedy – 7**

**ADOPTED**

**RESOLUTION NO.: 287 - 2015**

**OF**

**NOVEMBER 9, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A SATISFACTION IN CONNECTION WITH  
A MORTGAGE ISSUED TO VIOLA OVERBEY  
FOR PREMISES LOCATED AT 6 FORSYTHE PLACE  
(SECTION 9, BLOCK 3, LOT 15)**

**WHEREAS**, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

**WHEREAS**, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

**WHEREAS**, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Viola Overbey in the principal sum of \$1,220.00 for premises located at 6 Forsythe Place (Section 9, Block 3, Lot 15), dated January 17, 1990, and recorded in the Orange County Clerk's Office on April 13, 1990, in Liber 3692 of Deeds at Page 305; and

**WHEREAS**, such amount was paid in full, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

**WHEREAS**, this Council has determined that executing said Satisfaction as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Viola Overbey for premises located at 6 Forsythe Place (Section 9, Block 3, Lot 15).

**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, Mayor Kennedy – 7**

**ADOPTED**



**RESOLUTION NO.: 288 - 2015**

**OF**

**NOVEMBER 9, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR, ACCEPT IF AWARDED AND  
ENTER INTO AN INTER-MUNICIPAL AGREEMENT BETWEEN  
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN CONNECTION  
WITH THE 2015 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

**WHEREAS**, the Justice Assistance Grant ("JAG") Program provides funds for various law enforcement agencies throughout the State of New York; and

**WHEREAS**, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2015 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

**WHEREAS**, the County has agreed to set aside \$19,610.00 from the 2015 Local JAG Award for the City of Newburgh; and the Police Department will utilize the funds for overtime for Community Policing Efforts; and

**WHEREAS**, no City match of dollars or in-kind services is required; and

**WHEREAS**, this Council has determined that such grant 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 enter into an inter-municipal agreement between the County of Orange and the City of Newburgh in connection with the 2015 Byrne Memorial Justice Assistance Grant Program Award to receive funds through the County of Orange under the terms of the grant program.

**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, Mayor Kennedy – 7**

**ADOPTED**

**Justice Administration Grant Award number 2015-DJ-BX-0991**

**STATE OF NEW YORK  
COUNTY OF ORANGE**

**INTER-LOCAL AGREEMENT  
BETWEEN THE COUNTY OF ORANGE AND CITY OF NEWBURGH, NY  
2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY OF ORANGE, which is authorized to execute this Inter-local Agreement by virtue of authority granted pursuant to the Orange County Charter, more specifically Section 3.02(m) thereof, to be administered by and through the Orange County Office of Emergency Services, hereinafter referred to as COUNTY, and the CITY OF NEWBURGH, acting by and through its governing body, the NEWBURGH CITY COUNCIL, hereinafter referred to as CITY, both of ORANGE COUNTY and in the STATE OF NEW YORK, witnesseth:

**WHEREAS**, this agreement is made under the authority of Section 99-h of the New York State General Municipal Law; and

**WHEREAS**, each governmental instrumentality, in performing their governmental functions or in paying for the procurement of the governmental functions contemplated hereunder, shall make that performance or the payments for the procurement of such services from current revenues legally available to that party; and

**WHEREAS**, each governmental instrumentality finds that the performance of this Inter-local Agreement is in its best interests and that the undertaking of the obligations as defined and described herein will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Inter-local Agreement; and

**WHEREAS**, the CITY agrees that the COUNTY will receive the full amount of the disparate aware of \$51,477 and will administrator the FY 2015 JAG award and that further, the County will act as the fiscal agent for said funds; and

**WHEREAS**, funds obtained from the 2015 JAG Award will be shared by the County of Orange and the municipalities of the City of Newburgh and the City of Middletown.

**WHEREAS**, the County will receive the 2015 JAG funding in the amount of \$51,477 and act as the fiscal agent and will obtain grant funds and distribute same to the participating municipalities for their individual projects in the agreed allocation amounts.

The COUNTY and the CITY agrees that this disparate award will be allocated as follows:

The City of Newburgh will utilize its portion of the award, \$19,610 for overtime for Community Policing Efforts

The City of Middletown will utilize its portion of the grant \$6,500 to purchase a fixed-pole mounted camera, in which the residents and businesses are provided with an additional critical layer of security for enhancing public safety in the areas of highest activity.

The County will receive \$25,367 toward the operation cost of maintaining a County Law Enforcement Vehicle Locator Dispatching system to benefit all municipal, county, and state police patrol vehicles within the county for police and public safety broadband services.

**WHEREAS**, the CITY and COUNTY believe it to be in the best interests to allocate the FY 2015 JAG funds accordingly.

**NOW THEREFORE**, the COUNTY and CITY agree as follows:

**Section 1.**

The recitals are hereby incorporated into this agreement as if fully set forth hereto.

**Section 2.**

CITY acknowledges that the COUNTY will receive the total amount of JAG funds.

**Section 3**

COUNTY agrees to set aside \$19,610 for the CITY's portion of the project funding

**Section 4.**

Nothing in the performance of this Inter-local Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the General Municipal Law and/or Local Laws.

**Section 5.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the General Municipal Law and/or Local Laws.

**Section 6.**

Each party to this Agreement will be responsible for its own actions in providing services under this Inter-local Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 7.**

The parties to this Inter-local Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 8.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**CITY OF NEWBURGH**

\_\_\_\_\_  
**Michael G. Ciaravino,**  
City Manager  
Pursuant to Resolution No.: \_\_\_\_\_ -2015

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

Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2015.

**COUNTY OF ORANGE**

\_\_\_\_\_  
Stefan ("Steven") M. Neuhaus  
County Executive

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

Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2015.

RESOLUTION NO.: 289 - 2015

OF

NOVEMBER 9, 2015

RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,  
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER \$80,000.00 FROM GENERAL FUND CONTIGENCY  
TO POLICE MOTOR EQUIPMENT FOR THE PURCHASE OF TWO (2) POLICE  
CARS

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$80,000.00	
A.3120.0202 Police Motor Equipment		<u>\$ 80,000.00</u>
<b>TOTALS:</b>	\$80,000.00	\$ 80,000.00

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, Mayor Kennedy – 7

**ADOPTED**

**RESOLUTION NO.: 290-2015**

**OF**

**NOVEMBER 9, 2015**

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING WITH THE CIVIL SERVICE  
EMPLOYEES ASSOCIATION, ORANGE COUNTY LOCAL 836  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-  
CIO TO INCLUDE THE TITLES OF ECONOMIC DEVELOPMENT SPECIALIST AND  
DIRECTOR OF COMMUNITY DEVELOPMENT AND TO AMEND THE PERSONNEL  
ANALYSIS BOOK FOR FISCAL YEAR 2015**

**WHEREAS**, the City Manager has recommended to this Council that the positions of Economic Development Specialist and Director of Community Development be included in the bargaining unit represented by Orange County Local 836, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (Local 836); and

**WHEREAS**, the inclusion of such positions does require the entering into of a Memorandum of Understanding between Orange County Local 836, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (LOCAL 836) and the City of Newburgh (CITY); and

**WHEREAS**, the creation of such positions requires the amendment of the 2015 Personnel Analysis Book for the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Manager be and he hereby is authorized to enter into the Memorandum of Understanding between Local 836 and the City, annexed hereto, in order to include the titles of Economic Development Specialist and Director of Community Development; and

**BE IT FURTHER RESOLVED**, that the Personnel Analysis Book for fiscal year 2015 be and hereby is amended to provide for the placement of the incumbent employees as follows:

8684 -- Planning and Development:

Director of Community Development (CSEA)	Grade 28, Step 1 (\$74,013.00)
Economic Development Specialist (CSEA)	Grade 21, Step 1 (\$52,800.00)

**BE IT FURTHER RESOLVED**, that this change of bargaining unit status, grade and step shall be effective upon the dates set forth in the MOU annexed hereto.

**City Manager, Michael Ciaravino said that there was some discussion about pulling this resolution so if the City Council wishes to table it he will respect that. He understands that there is additional information requested and in his discussions with a CSEA business representative he informed her that this would be kept on the Agenda but that it will most likely be tabled for further discussion.**

**Councilwoman Abrams thinks that this should be tabled. She clearly remembers that they did have a discussion about this and that they need more information.**

**Councilwoman Holmes said that she doesn't want to table this she wants to vote it down.**

**Councilwoman Lee said that she wants to vote it down also.**

**Councilman Brown said that this is really a bad idea because you are moving two positions into a Union type position where they are required overtime and one of these positions pays about \$74,000.00. If that person does any overtime they will be entitled to overtime pay which doesn't make any sense financially for the City.**

**Mayor Kennedy asked if there was a second to table the resolution. Not hearing a second she said they would vote on the motion itself.**

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

**Nays – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**DEFEATED**

Memorandum of Understanding

By and Between

The City of Newburgh Unit, Orange County Local 836, Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO

And the

City of Newburgh

WHEREAS, the parties desire to reopen the 2011-2017 collective negotiations agreement ("the CBA") for the sole and limited purpose of amending the contractual recognition provision (Article 1) as set forth below, and have reached an agreement setting forth the terms and conditions pursuant to which this will occur.

NOW, THEREFORE, the City and the CSEA agree as follows:

1. The titles of Economic Development Specialist, Director of Community Development and Accountant will be added to the list of titles included within the bargaining unit as set forth in Article I Section 1.
2. The effective dates on which each titles will be added to the bargaining unit is as follows:
  - a. Economic Development Specialist- September 8, 2015.
  - b. Director of Community Development- October 6, 2015.
3. The salary, grade and step for the employee presently in each title will, as of the relevant date set forth above, be:
  - a. David Kohl - Economic Development Specialist- Grade 21- Step 1- \$52,800.
  - b. Ellen Fillo - Director of Community Development- Grade 28- Step 1- \$74,013.
4. Except as set forth in this Agreement, the City/CSEA 2011-2017 CBA will remain in full force and effect.
5. This Agreement represents the complete agreement between the City and the CSEA with regard to the terms and conditions pursuant to which the Economic Development Specialist and the Director of Community Development titles will be added to the bargaining unit. There are no other agreements, oral or otherwise.
6. This Agreement is subject to ratification by the City Council.

So agreed on this \_\_\_\_ day of October, 2015.

For the City

For the Union

\_\_\_\_\_  
Michael G. Ciaravino, City Manager  
Per Resolution No.

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Comptroller

**RESOLUTION NO.: 291 - 2015**

**OF**

**NOVEMBER 9, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO A LEASE WITH GEORGE FIGUEROA FOR  
THE RENTAL OF 44 JOHNES STREET UNIT 206-J**

**WHEREAS**, the City of Newburgh is the owner of real property known as 44 Johnes Street, Unit 206-J; and

**WHEREAS**, George Figueroa has expressed an interest in renting said premises; and

**WHEREAS**, renting said premises requires a lease agreement between the parties;

**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 lease agreement in substantially the same form as attached hereto with George Figueroa for rental of the premises known as 44 Johnes Street, Unit 206-J for the rental amount of Seven Hundred (\$700.00) Dollars per month, together with such other terms and conditions as may be deemed appropriate and necessary by the City Manager and the Corporation Counsel.

**Councilwoman Mejia said that a couple of her questions were answered and she asked Corporation Counsel, Michelle Kelson, if we ask for deposits in any of our Rental Agreements.**

**Corporation Counsel, Michelle Kelson said that we don't have Rental Agreements; we have Month to Month Occupancies. They asked for this specific tenant to be given a Lease Agreement so this is a one-time, one shot deal.**

**Councilwoman Mejia said it is the one-time, one shot deal that she has an issue with. She had also asked for the transcripts but they didn't come in and the information she did get in reference to this contradicts so she wants to make sure that she has the complete story. There were recommendations from the internal staff and there was the claim from an individual who resides in the building but at this point it is like a night and day story.**

**Mayor Kennedy said that there are two very different stories and this is a one year lease that will hopefully require payment at least for this month by tomorrow.**

**Corporation Counsel, Michelle Kelson noted that the Lease will commence on December 1<sup>st</sup> with a deposit and the first month's rent.**

**Mayor Kennedy said, "So this person gets another month of free rent"?**

**Corporation Counsel, Michelle Kelson responded that by the time this is passed tonight and she gets the certified documents back then actually gets someone in to make the payment they are talking about the end of the month anyway.**

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

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee – 5**

**Nays – Councilwoman Mejia, Mayor Kennedy – 2**

**ADOPTED**

Consult your lawyer before signing this lease

## APARTMENT LEASE

Landlord and Tenant agree to lease the Premises at the rent and for the term stated:

<b>PREMISES:</b>	44 Johnes Street	<b>UNIT:</b>	206J
<b>LANDLORD:</b>	City of Newburgh	<b>TENANT:</b>	George Figueroa
Date of Lease:		Annual Rent: \$	8,400.00
Lease Term:	One year	Monthly Rent: \$	700.00
Commencement Date:	December 1, 2015	Security Deposit: \$	700.00
Termination Date:	November 30, 2016		

## **1. Use and Occupancy**

The Unit may only be used strictly for residential purposes and may only be occupied by Tenant and Tenant's spouse and children.

## **2. Inability to Give Possession**

The failure of Landlord to give Tenant possession of the Unit on the Commencement Date shall not create liability for Landlord. In the event that possession of the Unit is not delivered on the Commencement Date, Monthly Rent hereunder shall begin on the date that possession of the Unit is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered.

## **3. Rent**

Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing.

Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit. The entire amount of rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to the Tenant paying same in monthly installments provided there exists no defaults by Tenant under the terms of this Lease. Monthly installments shall be mailed each month to MESH Realty, 77 Broadway, Newburgh, NY 12550 so that each installment is delivered on or before the first day of each month.

Additional Rent may include, but is not limited to any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated hereinafter. Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice from Landlord that Additional Rent is due and payable.

## **4. Condition of Unit**

Tenant acknowledges that Tenant is accepting the Unit in its "as is" condition. Tenant further acknowledges that Tenant has thoroughly inspected the Unit and has found the Unit to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer's instructions.

## **5. Security**

The Security Deposit is due upon the Tenant signing this Lease. The Security Deposit shall not be used for the payment of Monthly Rent unless agreed to, in writing, by Landlord and Tenant. Landlord shall deposit the Security Deposit in a bank insured by the FDIC and same will accrue interest if mandated by law. Within ten (10) days after Tenant surrenders possession of the Unit at the expiration of the Lease Term, Landlord shall return the Security Deposit, less any cost of repairs as authorized by this Lease, to Tenant at an address Tenant provides.

## **6. Services and Utilities**

Water, sewer and sanitation utilities are included in the rent. Tenant is responsible for paying all gas, electric, telephone and any other utilities allocated to the Unit. Use of a clothes washer and dryer machines, freezer, air purifier, portable heater, air conditioner or similar appliances is prohibited without Landlord's written consent.

Landlord will supply hot and cold water (the "Services"). If the Services are temporarily interrupted due to an accident, emergency and/or repairs, Tenant's obligation to pay rent, in full, shall not be affected thereby.

Landlord will also supply a refrigerator, dishwasher and stove/oven (the "Appliances"). Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant may be repaired by Landlord, the cost of which shall be Additional Rent.

## **7. Furnishings**

The Unit is being delivered unfurnished. If furnished, Landlord has given an inventory of the furnishings which inventory has been signed by Tenant and Landlord. Tenant acknowledges that said furnishings are in good condition and Tenant accepts same in "as is" condition.

## **8. Repairs and Alterations**

Tenant shall maintain all appliances, equipment, furniture, furnishings and other personal property included under this Lease and, upon the surrender of the Unit on the Termination Date, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. Tenant shall make all repairs which become necessary due to Tenant's acts and/or negligence. If Tenant does not make such repairs, Landlord may do so, the cost of which shall be Additional Rent. In the event that Tenant defaults under the terms of this Paragraph 9, Landlord may make necessary repairs or replacement, the cost of which shall be deducted from the Security Deposit.

Tenant shall not make any alterations, additions, modifications and/or changes to the Unit during the Lease Term.

## **9. Maintenance of Unit**

Tenant shall maintain the Unit in a neat, clean and presentable condition.

## **10. Pets**

Pets of any kind or nature shall not be allowed in the Unit.

## **11. Damage, Fire or Other Catastrophe**

In the case of fire damage or other damage to the Unit not caused by Tenant, Tenant shall give Landlord immediate notice of same. Upon receipt of such notice, Landlord may either (a) repair the Unit or (b) terminate the Lease. If Landlord makes repairs to the Unit, Landlord shall have a reasonable time in which to do so. If the damage to the Premises or the Unit renders the Unit uninhabitable, Landlord shall give notice to Tenant, after repairs are

made, of the date on which the Unit may be reoccupied. Monthly Rent for the period that Tenant can not occupy the Unit because of the damage shall be forgiven.

In the event that Landlord terminates this Lease because of the damage, Landlord shall give Tenant three (3) days notice of Landlord's intent to so terminate, in which event, Monthly Rent shall be due for the period up to the date the Premises or the Unit incurred the damage.

Notwithstanding the provisions of Section 227 of the New York Real Property Law, if the building in which the Unit is situated is substantially damaged by fire or other catastrophe (the "Occurrence"), Landlord has the absolute right to demolish, renovate or rebuild the Premises. Landlord may cancel this Lease, in such event, upon thirty (30) days written notice to Tenant of Landlord's intent, which notice shall include the date on which the Lease terminates, which shall, in no event, be less than thirty (30) days from the date of said notice. By canceling this Lease in accordance with the terms of this Paragraph, Landlord is not obligated to repair, renovate or rebuild the Premises. Monthly Rent and Additional Rent shall be paid by Tenant up to the date of the Occurrence.

## **12. Liability**

Landlord shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Landlord.

Tenant shall be liable for the acts of Tenant, Tenant's family, guests and/or invitees. Landlord's cost and expense in repairing any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord.

## **13. Landlord's Entry**

Except in an emergency, for the purposes of repair, inspection, extermination, installation or repair of any system, utility or appliance or to do any work deemed necessary by Landlord, Landlord may enter the Unit on reasonable notice and at reasonable times. Upon giving such notice, Landlord may also enter the Unit to show the Unit to prospective purchasers, lenders or other persons deemed appropriate and necessary by Landlord. During the last three (3) months of the Term of this Lease, Landlord may enter the Unit to show the Unit to prospective tenants.

## **14. Assigning or Subletting**

This Lease may not be assigned by Tenant nor shall Tenant sublet the Unit.

## **15. Subordination**

This Lease and Tenant's rights hereunder are subject and subordinate to all existing and future leases for the land on which the Premises stand, to all mortgages on said leases and/or the Premises and/or the land and all renewals, modifications and extensions thereof. Upon request by Landlord, Tenant shall execute any certificate to this effect.

## **16. Landlord's Consent**

If, under the terms of this Lease, the consent of Landlord is required, such consent shall not be unreasonably withheld.

#### **17. Keys, Locks**

Tenant shall give Landlord keys to all locks for the Unit. Tenant shall not change any locks or add any locks to the Unit without obtaining Landlord's consent, and if given, Tenant shall provide keys to Landlord for these locks.

#### **18. Signs**

Tenant shall not place any signs on the Premises or upon the grounds on which the Premises stand or in the Unit so as to be seen from outside the Unit.

Landlord shall have the right to place or cause to be placed on the Premises and/or upon the grounds on which the Premises stand or in or on the Unit, "For Rent" and/or "For Sale" signs.

#### **19. Compliance with Authorities**

Tenant shall, at its own cost and expense, comply promptly with all laws, rules, ordinances and directions of governmental and/or municipal authorities, insurance carriers and/or homeowners' associations.

#### **20. Tenant's Defaults, Landlord's Remedies**

A. Landlord must give Tenant notice of default (except for a default in the payment of Monthly Rent and/or Additional Rent) and Tenant, upon receipt of such notice must cure the default within the time stated hereinafter:

1. a default under Paragraphs 8, 9, 10, 11, 12, 14, 17 or 21 of this Lease, ten (10) days;
2. a default under Paragraph 30 of this Lease, thirty (30) days.

B. In the event that Tenant fails to cure a default within the time stated therefore, Landlord may terminate this Lease. In such event, Landlord shall give Tenant notice stating the date upon which this Lease shall terminate, such date being not less than three (3) days after the date of such notice at which time this Lease shall then terminate. Tenant shall be responsible for Monthly Rent and Additional Rent as set forth in this Lease up to the date of termination.

C. If this Lease is terminated or Tenant vacates the Unit prior to the Termination Date, Landlord may enter the Unit and remove Tenant and any person or property and/or commence summary proceedings for eviction. The aforesaid actions are not the sole remedies of Landlord.

D. If this Lease is cancelled or Landlord takes back the Unit

1. Monthly Rent and Additional Rent for the unexpired portion of the Term immediately becomes due and payable. In addition, any cost or repair expended by Landlord shall be the obligation of Tenant and shall be deemed Additional Rent.

2. Landlord may re-rent the Unit and anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repairs, decorations, preparation for renting, broker's fees, advertising costs and attorney's fees. Any rent recovered by Landlord for the re-renting of the Unit shall reduce the amount of money that Tenant owes to Landlord.

#### **21. Landlord's Rules**

Tenant shall comply with these rules (the "Rules") at all times. If there is a change in the rules, Landlord will give Tenant notice of same. Landlord shall not be liable to Tenant for another Tenant's violation of the Rules. The rights afforded under the following Rules are for the sole benefit of Landlord:

- (a) the quiet enjoyment of other tenants shall not be interfered with;
- (b) sounds, odors and lights which are annoying to other tenants are not allowed;
- (c) all posted rules must be followed;
- (d) smoking is not permitted in the Unit or hallways;
- (e) All flammable or dangerous items may not be kept or stored in the Unit;
- (f) no one is allowed access to or the enjoyment of the roof;
- (g) nothing shall be placed on or attached to the fire escapes, windows, doors or in the hallways or common areas;
- (h) elevators, if any, are to be used by tenants and their guests only. Bicycles are not allowed in the elevators. Tenants and their guests are not to leave any garbage, trash and/or debris in the elevators;
- (i) moving of furniture in and out of the Unit must be scheduled with the Landlord;
- (j) all deliveries must be made by means of the service entrance, if any;
- (k) laundry machines, if provided, may be used at tenants' risk and cost, may only be used at reasonable hours and all instructions for their use must be strictly followed;
- (l) cleaning of the exterior of the windows from the outside is strictly forbidden;
- (m) if parking is provided, improperly parked vehicles may be immediately removed at tenant's cost;
- (n) tenant may not leave any baby carriages/strollers, bicycles, boxes, cartons and/or any items in hallways;
- (o) tenant shall use its best efforts to conserve energy and water;
- (p) hot plates or means of cooking other than the stove are not permitted.

## **22. Warranty of Habitability**

Landlord warrants that the Unit and Premises are suitable for living and that they are free from any condition that is dangerous to health, life and/or safety.

## **23. Limitation of Recovery**

Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to the Landlord's interest in the Premises for the collection of same.

## **24. Construction and Demolition**

Construction and/or demolition may be done in or near the Premises and if same interferes with the ventilation, view and/or enjoyment of the Unit, Tenant's obligations under this Lease shall, in no way, be affected.

#### **25. Demolition of Premises**

Should Landlord deem it necessary to demolish the Premises, Landlord may terminate this Lease upon six (6) months written notice to Tenant provided such notice is given to all other tenants in the Premises. In such event, Tenant shall surrender the Unit to Landlord upon such date as set forth in the notice.

#### **26. Terraces and Balconies**

If there is a terrace or balcony as an adjunct to the Unit, such terrace or balcony is subject to the terms of this Lease.

Tenant shall keep the terrace or balcony clean, clear of snow, ice, garbage and other debris. No alteration or additions may be made to the terrace or balcony. Tenant's property may not be stored on the terrace or balcony. Cooking on the terrace or balcony is prohibited.

Tenant shall maintain the terrace or balcony in good condition and make all repairs at Tenant's cost, except those of a structural nature which is the responsibility of Landlord.

#### **27. Common Recreational Areas**

If applicable, Landlord may give Tenant use of any playground, pool, parking or other areas, the use of which will be at Tenant's own risk and Tenant shall pay any charge imposed by Landlord for such use. Landlord's permission to use these areas may be revoked at any time.

#### **28. Landlord's Employees**

The employees of Landlord shall not perform any work for Tenant at Tenant's request. Such employees may not do any personal chores of Tenant.

#### **29. Condemnation**

If any or part of the Premises is taken or condemned by any governmental authority, Landlord may cancel this Lease on notice to Tenant and Tenant's rights hereunder shall end as of the date the authority takes title to the Premises which cancellation date can not be less than thirty (30) days from the date of Landlord's notice. Tenant shall be liable for Monthly Rent and Additional Rent to the date of cancellation and shall make no claim for the unexpired term of the Lease. Any award for the condemnation is the property of Landlord and Tenant assigns to Landlord any and all rights, interest and/or claim in and to such award.

#### **30. Bankruptcy**

Should Tenant file a voluntary petition in bankruptcy or an involuntary petition is filed against Tenant, or should Tenant assign any property for the benefit of creditors or should a trustee/receiver be appointed of Tenant and/or Tenant's property, Landlord can cancel this Lease upon thirty (30) days written notice to Tenant.

### **31. Notices**

Any notice to be given under this Lease shall be in writing addressed to the party at the addresses set forth herein by regular and certified mail. Notice by Landlord to one named Tenant shall be deemed given to all Tenants and occupants of the Unit. Each party hereto shall accept notices sent by the other. Any change of address by one party must be given, by notice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.

### **32. Waiver of Jury Trial, Set-Off or Counterclaim**

The parties hereto waive trial by jury in all matters except for personal injury or property damage claims. In a summary proceeding for eviction, Tenant waives Tenant's right to any set-off and/or counterclaim.

### **33. Inability of Landlord to Perform**

If Landlord is unable to perform any of its obligations to be performed hereunder due to governmental orders, labor strife or inability to secure goods or materials, through no fault on the part of Landlord, this Lease shall not be terminated or cancelled and such inability shall not impact upon Tenant's obligations hereunder.

### **34. Illegality**

Should any part of this Lease be deemed illegal, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect.

### **35. Non-Disturbance**

So long as Tenant pays the Monthly Rent and Additional Rent and there exists no defaults under any of the terms of this Lease, Tenant may peacefully occupy the Unit for the Lease Term.

### **36. Non-Waiver**

Any failure by Landlord to insist upon Tenant's full compliance with the terms of this Lease and/or to enforce such terms shall not be deemed to be a waiver of Landlord's rights to insist upon or so enforce the terms of this Lease at a future date.

### **37. Parties Bound**

This Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest.

### **38. Paragraph Headings**

Paragraph headings are for reference only.

### **39. Effectiveness**

This Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant's attorney.

### **40. Entire Agreement**

Tenant states that Tenant has read this Lease and that it fully incorporates all understandings, representations and promises made to Tenant by Landlord and/or Landlord's agent and that this Lease supercedes all prior representations, agreements and promises, whether oral or written.

**41. Amendments**

This Lease may only be changed or amended in a writing signed by the parties hereto.

**42. Surrender of Premises**

On the Termination Date, Tenant shall deliver the Unit to Landlord vacant, in good condition and broom clean. Prior to such delivery, Tenant shall have vacated the Unit, removed Tenant's property, repaired all damages caused by Tenant and return the Unit in the same condition as received, reasonable wear and tear excepted.

**45. Sprinkler System Disclosure**

The leased premises (choose one of the following) is/is not serviced by a maintained and operative sprinkler system that was last maintained on \_\_/\_\_/\_\_ and was last inspected on \_\_/\_\_/\_\_.

This Lease has been entered into as of the Date of Lease.

**LANDLORD**

**TENANT**

\_\_\_\_\_  
**Michael G. Ciaravino, City Manager**  
**Per Resolution No.**

\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO.: 292 - 2015**

**OF**

**NOVEMBER 9, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH  
GREENMAN-PEDERSEN, INC. IN THE AMOUNT OF \$16,500.00 FOR  
PROFESSIONAL ENGINEERING DESIGN SERVICES IN CONNECTION WITH THE  
CITY OF NEWBURGH LIBERTY STREET – STREETSCAPE IMPROVEMENT  
LID STORMWATER PROJECT**

**WHEREAS**, the City of Newburgh issued a Request for Qualifications for professional engineering services for the design of the City of Newburgh Liberty Street – Streetscape Improvement LID Stormwater Project (the “Project”); and

**WHEREAS**, the City of Newburgh received three responses to the RFQ, and upon review and evaluation of the proposals submitted, the staff recommends that a contract for design services for the Project be awarded to Greenman-Pedersen, Inc.; and

**WHEREAS**, this Project is intended to set a new City standard for future reconstruction projects involving the City’s streetscape to incorporate Green Infrastructure Practices, and will include Liberty Street between Ann Street to the South and Broadway to the north and the northern intersection portion of Ann Street and the Southern intersection portion of Broadway; and

**WHEREAS**, funding for the design phase of the Project in the amount of \$16,500.00 shall be derived from CDBG funds; and

**WHEREAS**, this Council has reviewed the proposal and determined that entering into a contract with Greenman-Pedersen, Inc. is in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and to execute a contract with Greenman-Pedersen, Inc., in the amount of \$16,500.00 for professional services in connection with the design of the City of Newburgh Liberty Street – Streetscape Improvement LID Stormwater Project.

**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, Mayor Kennedy – 7**

**ADOPTED**

October 21, 2015

Mr. Chad Wade  
City of Newburgh  
City Hall  
83 Broadway, Fourth Floor  
Newburgh, NY 12550

**RE: REQUEST FOR PROPOSALS • Professional Design Services  
Liberty Street/Ann Street CDBG Sidewalks, City of Newburgh, NY**

Dear Mr. Wade:

Please accept the following as Greenman Pedersen, Inc.'s (GPI) proposal for the City of Newburgh Liberty Street –Streetscape improvement LID stormwater project. GPI understands that this project will act as a new City Standard for reconstruction of the city streetscape going forward. The project limits includes Liberty Street between Ann Street to the South and Broadway to the north and the northern intersection portion of Ann Street and the Southern intersection portion of Broadway (hereinafter referred to as the Project Site). It is understood that this work is meant to be a new City standard for reconstruction of its streetscapes going forward. Although additional minor engineering will likely be required dependent on the specific location, the deliverables associated with this design work shall be owned by the City to utilize City wide.

### **Scope of Services**

#### **Task 1 Survey**

GPI will have a topographic and utility survey completed for the project site for the purposes of design and evaluation of contributing drainage area to the Project Site. The survey will include right-of-way and topographic/Utility survey for the referenced corridor. The limits of survey will be 30 feet outside of the right of way line or to adjacent building faces. All physical features including top and bottom of curbs, sidewalks, utility structures, poles, pavement striping, retaining walls, trees, etc. will be located. Contours will be shown on a 1 foot interval. Underground utilities will be shown based on physical location of surface features and readily available existing mapping of record. Two benchmarks will be set within the project site. All mapping will be completed in AutoCAD. Note it is understood that the City has 2 foot contour data that was derived from 2004 LIDAR work that can be used to preliminarily determine the contributing drainage area.

#### **Task 2 Preliminary Design Plans**

Preliminary Design Plans will be prepared based upon the concept sketch provided by the City Engineers office. A project information exchange kick-off meeting with City Staff will be completed to aid in the design of the preliminary Development Plans. The design will take into account anticipated Green Infrastructure (G.I.) practices designed to relieve as much stormwater as possible from the combined sewer system. G.I. detailing will be advanced as the design progresses. Initial detailing will identify material options that work



with the Historic District and will not simply be limited to replacing/resetting the existing sidewalk bluestone. Colored and stamped concrete have been suggested as viable options by the City Engineers office.

GPI also proposes to develop and issue a preliminary estimate of potential costs with the Preliminary Design so that all parties have an understanding of budgetary needs and constraints prior to proceeding with Construction Documents.

**Task 3 Construction Documents and Design Specifications**

Based upon review of the preliminary plan and further discussion with City staff GPI will develop construction documents that are site specific to the Project Site. Construction documents will include detailing of materials, pavement patterns, curbing options, plantings, signs, Lighting and G.I. practices.

Related permitting and approvals required for this work will be included in this task. GPI will work with the City Engineers Office to determine what approvals and permitting may be required for this streetscape improvement project.

**Schedule**

GPI is prepared to start survey work on this project within one week of authorization to proceed and anticipates that this authorization date will be around October 26, 2015. The following schedule is envisioned; however GPI will work with you to expedite this schedule where feasible during the design and review process.

Task	Weeks after Authorization
▪ Survey	Week 1 - 4
▪ Preliminary Development Plan Phase	Week 1 – 7
▪ Final Construction Documents	Week 8 - 14

**Professional Services Fee Schedule**

GPI proposes to bill each task as indicated in the following Fee Schedule Summary. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Fee tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed.

Task No.	Task Description	Professional Fee
1	Survey	\$2,800
2	Preliminary Development Plans	\$6,200
3	Construction Documents & Specifications	\$7,500
Total Project Budget		\$16,500



If required, all work authorized by the client, beyond the Scope of Services presented in this proposal will be performed on a time and material basis at the following hourly rates:

Principal	\$175.00
Senior Project Manager	\$165.00
Project Engineer   Landscape Architect	\$ 85.00
Junior Engineer   Landscape Architect	\$ 65.00

**Agreement**

As initial authorization to schedule this work please sign below and return a copy of this letter.

As formal authorization to advance the referenced work please review, sign and return a copy of attached Standard Agreement. Alternately the City may forward the City's contract for review and execution by GPI.

Please feel free to contact me at (518) 453-9431 ext. 207 or 518-469-3722 (cell) if you have any questions. GPI looks forward to being a team member, working with you to see your project through successfully to completion.

Authorization:

\_\_\_\_\_  
Michael G. Ciaravino, City Manager

\_\_\_\_\_  
Date

Sincerely,

GREENMAN - PEDERSEN, INC

\_\_\_\_\_  
John Montagne, RLA, AICP, LEED®AP  
Assistant Vice President | Land Development Department Manager

Attachments [Standard Agreement]

Cc: Fred Mastroianni, PE  
File

**GREENMAN-PEDERSEN, INC.  
TERMS AND CONDITIONS**

Greenman-Pedersen, Inc. (GPI) will provide engineering services for the City of Newburgh, Liberty Street/Ann Street CDBG Sidewalks project in accordance with the following Terms and Conditions.

**1. PURPOSE**

Client hereby retains Greenman-Pedersen, Inc. (GPI) and GPI's sub consultant's if any, herein collectively known as GPI to perform the services described in the Proposal for Professional Services dated October 21, 2015 which is hereby made a part of this Agreement. The proposal provided shall be valid for a period of ninety (90) days. All assignments will be billed on a percentage completion on a Lump Sum Fee.

**2. DURATION OF SERVICE**

The terms, conditions, rate structures and duration of continuing services provided under any Agreement shall continue for the duration of the contract unless requested otherwise in writing.

**3. CHANGES**

Any additional terms, items, services or personnel requested by the Client that fall outside the scope of the Agreement shall be negotiated as addenda to the Agreement at the time of such request. Such Agreement can only be modified in writing, signed by both parties.

**4. TERMINATION**

Either party shall have the right, at any time, to terminate a project which is the subject of this Agreement, in whole or in part, with or without cause, by giving the other party thirty (30) days written notice in advance of the intended termination date. In the event the project is so terminated, Client shall reimburse GPI for all costs incurred by GPI to the date of termination, or associated with such termination, plus any applicable fee or surcharge. Should Client reinstate said project, the provisions of the Agreement shall remain applicable, subject to good faith renegotiation of the contract price and/or fee schedule to account for any escalation.

**5. INVOICING**

- a. Invoices will be issued on a monthly basis and will indicate the percentage of completion of each portion of the required services.
- b. Normal accounting/invoicing procedures of GPI shall be used. Specific requirements of the Client as to invoicing, support information, and approval of such must be requested by the Client prior to invoicing. Costs for providing any required special invoicing procedures shall be reimbursable from the Client.
- c. Unless otherwise agreed to in writing, terms of sale are on receipt in U.S. funds on date of invoice. Responsibility for payment of all invoices is binding upon the Client and is not to be delayed beyond GPI terms while waiting for payment from a third party to the Client. Accounts thirty days over are subject to a service charge of 1½ percent per month.
- d. Any disputed invoice must be lodged with GPI within 30 days of receipt, in writing. Payment shall be made within GPI terms pending resolution of the dispute at which time appropriate credit or reimbursement shall be made by GPI.

**6. RETAINER**

- a. A retainer in the amount of \$0.00 will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

## 7. INDEMNITY

GPI shall protect, indemnify and save harmless Client from any and all cost, damage or expense directly arising from any claim of death or injury to persons and/or damage to property directly arising out of the performance of Work under this Agreement to the extent that GPI is legally liable for such claims. In the event that both Client and GPI appear to be liable for such claims, both parties agree to cooperate in defending such claim and shall share expenses in such proportion as their liability is found to be present by mutual agreement, final decisions of arbitration, or final judgment of a court.

## 8. INSURANCE

- a. Unless otherwise directed by Client to secure additional insurance at the Client's expense, GPI shall carry the following insurance. The limits, where indicated, are provided under blanket policies issued and regularly carried to cover all operations:
  - i. Workers' Compensation insurance to statutory limits and Employer's Liability insurance to a limit of \$1,000,000, both being applicable to all employees engaged in the Work.
  - ii. Primary Comprehensive General Liability insurance, including Contractor's Protective (Contingent), Contractual, and Completed Operations, to a combined single limit of \$1,000,000 for bodily injury and property damage claims arising out of any one accident and \$2,000,000 General Aggregate.
  - iii. Primary Comprehensive Automobile Liability insurance, to a combined total single limit of \$1,000,000.
  - iv. Umbrella Form Excess Liability of \$4,000,000.
  - v. When required by the Client, GPI will secured Professional Liability and/or Contractual Liability insurance as an additional cost to be paid by the Client.
- b. GPI shall furnish, upon request, certificates showing that the above insurance coverages will be in effect during the term of any assignment arising out of this Agreement.
- c. GPI will only instruct its insurance carriers to waive subrogation of other parties or name other parties as additional insured at additional cost to its Clients.

## 9. WARRANTY

- a. GPI shall warrant for a period of one (1) year from the date of Completion of the Work (as is defined in the Scope of Work) that the services to be furnished shall conform to standards of professional practice customary for services of a similar nature. Should any failure to so conform be proven during the term of the warranty, GPI shall, upon notification, revise or replace, at the option of GPI, the specifications, reports, software or other work product(s) of GPI.
- b. The provisions, and in particular the technical and numerical provision which appear in the contract documents, the specification, and any other engineering documents are descriptive only and are not guarantees or warranties, nor are they guaranteed or warranted unless expressly stated so in writing.
- b. The foregoing warranty and remedy for breach thereof are exclusive and conditioned upon time notification by Client. THEY ARE GIVEN BY GPI IN LIEU OF ANY AND ALL OTHER REMEDIES, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

## 10. LIMITATION OF LIABILITY

Whether arising in Contract, equity, tort (including strict liability) or otherwise, GPI, its affiliates, and its subcontractors and the employees of each shall not be responsible or liable for loss of profit, loss of operating time, or loss of, or reduction in use of, any facilities (including existing facilities) or any portion thereof, increased expense of construction, operation, or maintenance, expense of replacement products, or for any special, indirect, or consequential damages. GPI total liability to Client for any claims resulting from an Agreement, whether arising in contract, equity, tort (including strict liability), shall not exceed \$1,000,000 or the total agreed-upon price for the work scope specified, whichever is less.

## 11. ASSIGNMENT

This Agreement, and any assignment arising out of this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. GPI shall be permitted to delegate performance of all or a portion of the Work to any of its affiliates.

## 12. WAIVER

Waiver by either GPI or Client of any breach by the other of any of the terms or provisions of any Agreement shall be deemed not to be a waiver of breach on any other occasion of the same terms or provisions, or a waiver of breach of any other term or provision thereof.

## 13. RECORDS

- a. Unless otherwise expressly stated, all Work (such as documents, drawings, specifications or computer software) shall be prepared by GPI using its current standards and practices and remain the property of GPI. Client use of computer software is governed by a licensing agreement and fee.
- b. The Client has the unrestricted right to use the Work for the project or facility that is the subject of the assignment. The work is not intended or represented to be suitable for reuse by the Client or third parties as extensions of the project or facility or on any other project or facility except as noted in the proposal as part of the City Standards for Green Infrastructure G.I. practices. Any reuse without written permission, verification, or adaptation by GPI will be at Client's sole risk and GPI shall have no liability or responsibility for such reuse. The Client shall indemnify and hold harmless GPI from all claims, and damages, including attorney' fees arising from such reuse. Any verification or adaptation is not included with the Scope of Work and GPI shall be entitled to further compensation for such services.
- c. GPI shall retain project files which it has in its possession at the time of project completion including final project deliverables (reports, drawings, specifications, magnetic tapes, laboratory results, etc.) for five (5) years from completion of a project. The Client has the right to obtain copies upon payment of a copying fee. GPI may agree to provide retention beyond five (5) years if requested by the Client and Client agrees to pay all costs of such further retention.
- d. GPI shall use reasonable care in maintaining project records. All documents, files, and other materials provided or turned over to GPI shall remain the property of the Client. GPI shall treat all such documents, files, and material as confidential and shall safeguard them as GPI usually safeguards its own confidential information. Should such documents, files or other materials be damaged, destroyed or otherwise rendered unusable by circumstances beyond GPI's reasonable control, GPI shall be relieved of responsibility for retaining such records.

## 14. PROPRIETARY INFORMATION

GPI and Client anticipate that they may reveal certain proprietary and confidential information to each other during the performance of the Work. Both GPI and Client agree to maintain the confidentiality of all such information and to take all appropriate measures to do so, such as, but not limited to, informing all persons having access to information of its confidential nature. Client shall not have any right to divulge the general scope and approximate scope of Work on this project for any other projects.

15. GOVERNING LAW

Any Agreement resulting from a Proposal, its administration and performance, and all rights, obligations, liabilities and responsibilities of the parties hereto, shall be governed by and interpreted in accordance with the laws of the State of New York.

16. ENTIRE AGREEMENT

This is the entire Agreement of the parties. This Agreement supersedes all other prior negotiations, representations or agreements, written or oral. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties hereto.

AGREEMENT

This Agreement is made by and between \_\_\_\_\_

hereinafter known as the client, whose principal place of business is located at City of Newburgh, City Hall, 83 Broadway, Newburgh, NY 12550.

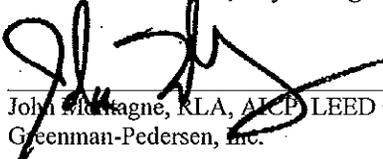
AND

Greenman-Pedersen, Inc., hereinafter known as the consultant, whose principal place of business is located at 80 Wolf Road, Albany, NY, 12205.

The parties hereto, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ agree to be bound by the within Terms and Conditions.

\_\_\_\_\_  
Michael G. Ciaramino, City Manager

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John McWagne, KLA, AICP LEED ® AP  
Greenman-Pedersen, Inc.

\_\_\_\_\_  
10/29/15

\_\_\_\_\_  
Date

**RESOLUTION NO.: 293- 2015**

**OF**

**NOVEMBER 9, 2015**

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND  
THE EXECUTION OF A CONTRACT WITH EAST COAST POWER AND GAS, LLC  
FOR GAS SUPPLY SERVICES TO THE CITY OF NEWBURGH FOR A TWO (2)  
YEAR TERM AT A COST OF \$3.8780 PER DECATHERM**

**WHEREAS**, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the gas supply services contract; and

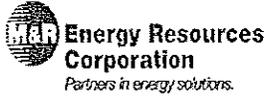
**WHEREAS**, bids have been duly received and opened and East Coast Power and Gas, LLC is the low bidder;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the bid for the gas supply services contract be and it hereby is awarded to East Coast Power and Gas, LLC, providing for a two (2) year term at a cost of \$3.8780 per decatherm, and that the City Manager be and he is hereby authorized to execute a contract for the provision of gas supply services, with all such terms and conditions as may be required by the Corporation Counsel.

**Councilwoman Angelo moved and Councilwoman Mejia seconded that the resolution be adopted.**

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7**

**ADOPTED**



**City of Newburgh**

Natural Gas Bid Results

Date: 11/9/2015  
 Annual Average Consumption - Dth: 15,500  
 Term Start Date: December-15

Current Contract Price and Dth  
 Current Contract - Variable \$ 5.85280

Proposed Contract: \$ 3.8780 24-months Utility Invoice

Proposed Savings vs. C. Contract \$ 30,609 24-months 51%

Supplier	12 Months	18 Months	24 Months	36 Months	Swing
<b>Direct Energy</b>					
Utility Invoice - 11/6/2015	\$ 4.67900	\$ 4.86100	\$ 4.86400	\$ 4.97400	
<b>East Coast Power</b>					
Utility Invoice - 11-9-15 Final	\$ 3.7700	\$ 3.8210	\$ 3.8780	\$ 3.9810	100%
<b>Agera Energy</b>					
Utility Invoice - 11/5/2015	\$ 5.90000	\$ 6.20000	\$ 6.20000	\$ 6.40000	100%

All pricing is confidential and is for the informational purposes of City of Newburgh.

## **OLD BUSINESS**

**There was no old business to discuss**

## **NEW BUSINESS**

**Councilwoman Holmes feels that they need to take another look at having bulk pick-up in the City even though she knows that George doesn't agree. This is something that we need go get back and it will help with the dumping issues.**

**Mayor Kennedy said that she agrees. They brought this up a couple of months ago and the feedback was that we need to be able to enforce our dumping laws first and then circle back around to talk about bulk pick-up. She doesn't know if they can wait for that because bulk pick-up is such a big item around here and we need to focus on catching some of these people who are dumping in this City. There is now a \$5,000.00 fine and they are working on more surveillance so asked if there is some way that they could license the people who are hauling in this City. We know that we have one or two people who have charged a fee to do a clean-up and then took it around the corner and dumped it on our streets. There must be a way to do that so she would like to speak with our Police and legal department to see if there is a way that we could monitor these businesses and license them. She is looking for some creative ideas on ways that we could monitor and manage this situation. Someone has to be seeing this happen so if we put up enough reward money then maybe people would send in some pictures. She would love to see quarterly bulk pick-up on a regular basis here in this City because it would change the whole makeup of how our City looks.**

**Councilwoman Abrams said that our Police Chief noted at our last meeting that we cannot offer tips for a violation like dumping or running a stop light. It has to be a misdemeanor so they couldn't do a reward for dumping.**

**Mayor Kennedy said that maybe they could set up an account that could be a donated sum of money that we could collect and still use it for rewards. She is looking for creative ideas to deal with this dumping problem and to do quarterly bulk pick-up so she is open to that discussion.**

**Councilwoman Mejia said that she is interested.**

**Councilwoman Holmes added that she asked last year to have the Budget in September but they didn't get it until October and she is very upset about that. She has to look at this Budget and decide what she wants to give to Police and Fire but she does not have enough time. There are not enough meetings and she needs to meet with her colleagues**

about the Budget so that they know how each other feels and they can bounce things off each other. She is very upset because last year she said, *"Give me the Budget in September"* and they got it in October. She would like to schedule another meeting for Thursday or Friday because she has a lot of ideas and things she wants to do but she can't do them by herself because she is only one vote. She feels that CDBG has to be in this Budget because it makes it very difficult for her. This is a very difficult task and when she asks for and requests things then doesn't get them it makes her life harder and she can't do her due diligence as an elected official. She needs to do this Budget line by line because she is missing things.

Mayor Kennedy asked if everyone is available to meet on Thursday at 6:00 P.M and they agreed that that they could meet at 5:00 P.M. She asked if the Council wanted a copy of the Budget in September of next year.

Councilwoman Abrams asked City Comptroller, John Aber if that is feasible.

Mayor Kennedy said that it is just a matter of timing.

Councilwoman Mejia said it could even be a draft copy.

City Comptroller, John Aber said that it can be done but he doesn't have all of the revenue forecasts and the revenue drives everything. He can give them what the departments are proposing but until he locks in the revenue numbers they will not really know what they are going to be looking at.

Councilwoman Lee said that they could at least meet with him and a staff person to see what direction they are going in and know what is or is not being cut. She is not so sure that everyone knew what was being cut by the expressions of some of the department heads. Just for clarification for everyone and so that there is transparency he and the department head should meet with the Council.

Councilwoman Holmes said that when she was the Civil Service Commissioner and Mr. Herbek was here he would get the Budget out in September so maybe we need to look back to see what he did.

Mayor Kennedy said that he didn't do a lot.

Councilwoman Abrams agrees with Councilwoman Holmes that the Community Development Block Grant Budget should be given to them in paper form at the same time as the City Budget. The real wild card in all of this budgeting is the CDBG money and they need to discuss them at the same time because maybe her vote, ideas or feelings will be different.

Mayor Kennedy said that this Council passed a five year plan for CDBG and there is a spread sheet that tracks how much money is coming in and going out. The CDBG Advisory Committee over the years has suggested that this is the way the Budget is laid out and then usually the Council approves that Budget. This is really not a difficult idea because you can see that spread sheet in about a page and a half.

Councilwoman Holmes said that they need to look at that plan because they have deviated from it in this Budget.

Councilman Brown asked the City Comptroller when the Budget has to be approved by.

City Comptroller, John Aber responded on the fourth Monday in November. With the CDBG, what they started doing last year was making sure that the personnel services book included the staffing levels. They never vote on the two Budgets at the same time but they do include the personnel services showing how many people each department is going to get. He did not get these sheets in time to put in this year's book but he has it now and they will be included in the updates. The overall CDBG Budget has always been reviewed and approved separately.

Councilwoman Lee said that they should review the Budget and discuss the updates with CDBG on Thursday.

Councilman Brown believes that Councilwoman Holmes wants to see the positions that the CDBG money is funding put in the payroll book so that they can determine how much money is being paid in administration and adjust accordingly. At one point certain people were funded half by CDBG and half by the General Fund so they need to know what is going on there.

Mayor Kennedy said that she thought that was noted in the Personnel Book now.

City Comptroller, John Aber said that the information was not given to his office in time so it is not in the Manager's Proposed Budget.

Councilwoman Lee said that most of the Council asked to see the salaries of particular employees so when they meet on Thursday they should have that information in front of them.

City Comptroller, John Aber said that it was e-mailed to the Council and himself by the Director of Planning and Development after the Budget was presented.

Councilwoman Lee said that the City Comptroller and the Director of Planning and Development with their Budgets and everything that the Council has been asking for should be sitting in front of them when they meet on Thursday. The salaries that they have been concerned about need to be discussed publicly. New employees should not be getting the same salary as old employees and she believes that she has said that several times. She asked the Comptroller to please have all of this information in front of them on Thursday.

City Comptroller, John Aber asked the Council which Departments they would like to meet with on Thursday.

Mayor Kennedy responded that they would like to meet with Planning and Development and the Executive staff.

Councilwoman Brown stated that he has some new business. Now that the Campaign season is over and we all know who is going to be seated on this Council next year it is

important to understand that the vote count when it comes to the City Manager position will not allow him to stay and it will not allow him to be terminated. This City should not wait until his last day in May to start a City Manager search. His Contract is simple and it terminates in May so that will be his last day. The problem with this City in the past is that they have had Interim City Managers, which is usually a Department Head, who holds that seat but it puts the Council in limbo because that Interim really doesn't make any decisions. They just hold the Fort down until the Council can find someone new. We need to be proactive in this and some people in the audience are probably asking why they want to look for a new City Manager because he is good but there are a few people on the Council who would disagree. When he was hired he was hired at a salary of \$145,000.00 and in that agreement it said that in one year they would review him and at the end of that review they would give him a \$5,000.00 increase but that didn't happen. If that didn't happen then it tells you that he is not doing a good job. If you brought that resolution in front of the Council right now and they voted on it, it would vote down. It is time to move on but they have to start their search now so when it's time for him to go they will have a new City Manager in place in April so that he or she transitions to his termination in May.

Councilwoman Lee added that she has never been part of any discussion about the City Manager's evaluation even though she took the time to write one. She doesn't think it was that great and she knows that the City Manager offered his \$5,000.00 increase back to the City under the guise of the City being short funded or lacking funds. His offer was a little disturbing to her because he wasn't getting it anyway as most of the Council said no. She doesn't remember being part of any discussion that helped the City Manager understand what we thought his role was. She agrees with Councilman Brown and motioned that the City Council start a search for a City Manager. That requires four votes so you will either vote it up or down but we really need to make some changes and move this City in a different direction. She doesn't know what has been done but she has been sitting here for the past two years and has never impressed with any work and always felt that they could have gotten more out of the City Manager and perhaps his Administration if they were receiving direction. She hasn't had a conversation with our City Manager in a year and a half nor did she try. Nothing that she thought should happen for this City was ever respected so she thinks that they should just move on. She doesn't know what anyone else's position is but she is going to jockey on Councilman Brown's comment and make the motion that they start a City Manager search. She hopes that someone will second this motion so that they can vote.

Councilwoman Holmes said that she voted for the City Manager and she was part of the search. She thought that he was the perfect fit but she can't say when they have ever sat down and had a conversation. At his evaluation they all said that every week or two they would meet to talk about what was going on and communicate more effectively with each other but that has not been done. She is very disappointed and she tries not to get into the Ward thing because Newburgh is Newburgh but there is a lot to be desired. There are some businesses coming to Ward 2 that she is grateful for but she has two more years on the Council and this is just like the Budget. She asked for that and didn't get it but it is not her job to micro manage anyone as she has a job that she has to go to. She has talked with

Councilwoman Mejia, Councilwoman Abrams and the Mayor regarding the City Manager and she really tried but was told to *"Suck it up"* which is what she did. She agrees now that they need to go on with a City Manager search and seconded the motion.

Councilwoman Abrams said that this is not on the Agenda and has not been discussed at a Work Session.

Mayor Kennedy said that this is a topic brought up as new business which will then go on the Agenda for the next Work meeting. She suggested that with a new Council coming on board in January this is a topic that should be brought before them to decide what they will choose to do. They should have input into this conversation and it will still give them almost five months to take action on that.

Councilwoman Lee asked Corporation Counsel if the Council has to vote on her motion that received a second.

Mayor Kennedy said that it was not on the Agenda and it is one of their agreements that the Council voted on.

Councilwoman Lee said she is talking about Robert's Rules of Order.

Corporation Counsel, Michelle Kelson said that she doesn't have her Roberts Rule book with her but Rule III Voting Sub Section D. reads that no resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. Notwithstanding the foregoing, by majority vote, an item not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

Mayor Kennedy said that she believes there is another Rule that the Chair can call a point of order on this issue and as the Chair she can supersede this. She knows she can do this and it needs to go on the agenda for our next work meeting. It won't make any difference whether it is tonight or the next meeting because they are going to vote what they are going to vote anyway but it needs to follow the rules that they have set up for this Council.

Corporation Counsel, Michelle Kelson read the Rule out loud again.

Mayor Kennedy told Corporation Counsel to look up Point of Order and the Chair's right to overrule that rule.

Corporation Counsel, Michelle Kelson said that there is nothing in the City's adopted rules that talks about the Chair overriding.

Mayor Kennedy said then maybe it's in Robert's Rules of Order.

Corporation Counsel, Michelle Kelson said that Robert's Rules of Order only applies when there is nothing in these Rules that is appropriate. The majority of the Council has to decide that they want to vote on the motion that has been put on the table.

**Mayor Kennedy called for a vote but added that she will look up this Rule that she is looking for and she may override it.**

**Ayes – Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee – 4**

**Nays – Councilwoman Abrams, Councilwoman Mejia, Mayor Kennedy – 3**

**MOTION PASSED**

**There being no further new business to discuss this portion of the meeting was closed.**

## PUBLIC COMMENTS

Ed Kennedy, City of Newburgh said that he has worked tirelessly for this City for many years. He helped build the boat house and clean the lot there, fundraised, asked for donations and put thousands of dollars of his own money into it. He showed the City Manager all of the hard work they have been doing by filling the holes. Someone offered to help them out by filling up the holes with their dirt so he accepted their offer. The City has not helped at all as he does everything such as removing the garbage, snowplowing, raising the money and paying for the lighting. He does it all for this City. He had permission before from the City Engineer to use the same stuff from Argenio Brothers when they did Route 9W to fill the holes and then all of a sudden one day the City Manager tells him he is the worst thing since whatever. He doesn't answer his phone calls and told the elected official for his area not to talk to him so he is glad that the Council is saying he should take a hike.

Mayor Kennedy said that they will discuss this it is just concerning the stuff that was used to fill with.

Janet Gianopoulos, City of Newburgh said that the most important thing the Council can do is be accountable and transparent because the Council took a vote tonight on something they did not inform the public about in advance. She reminded them that we need a Public Safety Commissioner or Commission with the sole focus on shepherding our resources so that we, our children and our City are safe and we keep growing. There are transitions and some of them are difficult for us to deal with but don't subject us to so many of these whims of change that we don't focus on public safety. Five years ago a question arose at a Council Meeting asking how we are enforcing Codes and there were three deaths that involved a lack of Codes in a place where people were residing due to lack of Code Enforcement.

Cynthia Fountain, City of Newburgh said that she received a Proclamation in 2010 from Mayor Valentine and she was hoping to see another one for the year 2015. After listening to everyone tonight she thinks that sometimes it is good to go back to traditional and old ways. We are going to have to weave our lives together and this little bit of arguing and bickering doesn't scare her at all because that's what makes a family, a village and a purpose of working together. That is where we are going to have to weave our lives together and learn from one another. There are some traditions that we have here that she loves such as the Christmas tree and she would like to be a part of that. She asked again if the Proclamation could be renewed and if they would consider allowing her to volunteer and provide all of the decorations for a Native American traditional tree. She heard that there is a children's tree also and she would like to volunteer all of the materials at no cost to the City as they would use recycled materials. She would like to share this with everyone and weave and work together.

Sheila Murphy, City of Newburgh said that the Mayor mentioned in regard to CDBG that last year they had a five year plan and asked if that's why our Fire Department is having layoffs. Did someone in that department not write a Grant?

Mayor Kennedy said that it has nothing to do with that. CDBG and the Fire Department have nothing to do with each other.

Ms. Murphy added that they said they weren't going to have bickering and arguing at City Council meetings yet they are still doing it and it is a shame that we cannot get along. The Council says that the City Manager is not doing his job so the residents would like to know what he is doing for our City.

Nelson McAllister, City of Newburgh said that when the Council begins to talk about the dumping to please not let the sins of a few punish the many. You are talking about licensing people with a truck full of stuff to go out but don't try to put a license on the people who are trying to do the right thing. In our Country we punish the good because of the sins of a few. He added that he has been living on Liberty Street for thirty years and he would like to see it paved.

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

## COUNCIL COMMENTS

Councilwoman Abrams congratulated Mayor Kennedy, Torrence Harvey and Hillary Rayford for their recent election wins. She wished them all good luck and God speed as they all move forward together.

Councilwoman Angelo said in regard to resolution #292-2015 that the area from Broadway to Ann Street is part of the Historic District and she read part of the proposal which states that all physical features should be done exactly as what we have from Ann Street down to Spring Street.

Mayor Kennedy believes that they are scheduled to do that.

Councilwoman Angelo said that if no one oversees it we don't know what we might end up with. She added that they have eighty-five wreaths that need to be stretched so she is looking for a committee to help with that. They also have about ten different trees that have to be physically looked at before one is accepted. She said that Ms. Fountain who spoke earlier did a beautiful Native American display in the Lobby of the Library and might also want to do the tree at the Activity Center.

Councilman Brown thanked everyone for coming and wished them a good night.

Councilwoman Holmes said that she tries not to get angry and upset and people say sometimes to be careful what you ask for. She asked for this position and she is going to do it to the best of her ability. She has humbled herself for the past two years by really trying, as Ms. Fountain said, to weave and get along but sometimes when you put yourself out there you have to step back. Sometimes we do the wrong thing and we have to apologize for it and learn from that to not do it again. She tries to collaborate and communicate with everyone on this Council, everyone in City Hall and everyone here and treat everybody fairly which is the way she wants to be treated. The City Council and City Manager have to get along together but for the past year or so she hasn't had a conversation with the City Manager. She really tried through other Council members but she doesn't know what else to do and she is not going to beg. In regard to the Safer Grant, we don't have a Grant Writer right now as she should not have been promoted. The Grant Writer should have been in better collaboration with Congressman Maloney's office and then maybe we wouldn't have this problem. This is transparency and nobody wants to talk about this but she feels that it needs to be out there. She is glad that they are going to have another Budget meeting because this job is not easy. She apologized to Coach Kennedy because she knows all of the work that he does and that he does a great job. She thanked everyone for coming out tonight especially Nelson McAllister because he gives her a lot of words of wisdom. She voted for the City Manager because she thought he was the perfect fit for this City but he does not communicate with her. She wants this City to move forward and it is a difficult situation when you don't collaborate and effectively communicate with your colleagues. This is not just about Ward 4 it is about the entire City of Newburgh and she agrees that the roads should be paved but they didn't start until October around election time when they should have started in June

but George doesn't have enough staff. This is another reason why they need to see the CDBG Budget so that they know who they can get and who he can have. She said that she can't do it all and she thanked everyone for coming.

Councilwoman Lee agrees that the City needs a Public Safety Commission and she would like to see that in the Budget so that they could have someone address the public safety issues who really has the experience to do that. We have on staff people who have gotten eighty or ninety percent of their training on the dime of the City of Newburgh so she thinks they should search from within to find the most qualified person. In regard to the Firefighters she thinks that at this point most of them are going to be employed elsewhere because it was a little too iffy for them to wait around and see what the City of Newburgh would do. They asked during the Budget meeting if there was funding for any of them and they were told no so she believes that most of them have been hired by other municipalities. She agrees that we need a Grand Writer who can also keep track of them because you can't do one without the other. This major snafu, which was the City's fault, cost many people their jobs and it is insulting and embarrassing so she hopes that they learned a very valuable lesson. She thanked everyone and wished them a good night.

Councilwoman Mejia said that a note was passed to her during the meeting about assuring that the St. Luke's Program was what she said it was so she e-mailed her contact and it is that way. When she worked with the Greater Newburgh Partnership this is something that they promoted but it is not taken advantage of very often. In the last decade they have had probably less than five individuals take advantage of it and it is offered to both St. Luke's employees and non-employees but you have to be relocating into the City of Newburgh. She added in regard to Mr. McAllister's comment about paving the streets that her favorite tongue twister from last year's Budget was "*Mill and Fill*" and she congratulated the DPW department for making that a reality this year. George has been asking for a Pavement Management Plan which they took out of the Budget but it takes politics out of managing and paving roads and makes an assessment of the wear and tear of a road and then prioritize it with a cost attached. We need to do that so she is going to work next year on how to figure that out because she feels it is a priority for this City. In regard to the City Manager search that was discussed tonight, Michael was the best choice when they did the search last time. She knows that she needs improvement on how she is represented and how she works with constituents and that he also needs improvement on how they are all going to weave themselves together. There is a majority of people who support that and she hopes that the incoming Council will make their own decisions on how they work with the City Manager. This roller coaster of elections and change of the City Manager has been so destructive to our City so her hope and prayer is that people will contemplate, ponder and assess before we get on that roller coaster. She thinks that in regard to the additional Budget meetings they need to have their Firefighters and when an employee wants to purchase a home here in the City of Newburgh she will be the first one there to welcome them. She encouraged every single employee to take advantage of that and become a homeowner. If they are a renter and they want to become a homeowner she is willing to help make that a reality because that's what builds a community. She thanked everyone for coming and asked them to please continue to come. She heard that there may not be money for our Fire

Department but they need to find that in the Budget and give some sort of stability to the Fire Department so that our Code Enforcement continues to be enforced. That is her commitment to this community and to the department. If we all just love one another then everything else is possible. She thanked everyone for coming.

Mayor Kennedy said in regard to the Firefighters Grant that some statements have been made tonight that are completely false. This Grant was created about two years ago and as it went along our accounting department tracked hours, times and so forth. This was not a Grant managed by our Grant Coordinator. Our Accounting Department created the expenses, money spent, wages, benefits and so forth and that spreadsheet was then sent over to the Fire Department where it was up to a person in the Fire Department who has access to the FEMA application to put that data into the FEMA Website to be recorded. That was to happen on a quarterly basis but there have been times when the Fire Department itself was two months late with that data.

Tim Hager, Fire Department stated, *"That is incorrect"*. They submitted numerous e-mails to the Comptroller for the requested information to give to FEMA but this last set of requests were put in the end of August and they weren't received until he called the City Manager to find out where they were. The City Manager then directed the Comptroller to provide those reports.

John Aber, City Comptroller stated, *"That is not true"*.

Mayor Kennedy said before they go too far with this she wants transparency and asked Mr. Hager to speak at the microphone. There is some discrepancy that has nothing to do with a Grant Writer in terms of how things are reported back to FEMA but she doesn't know who did what or when.

Tim Hager told the Mayor that if they don't know who said what then they should table it until they have all of the facts straight because right now she is giving out information that is incorrect. If he knew it was going to be put out this way then he would have brought supporting documentation and e-mails to show that they requested the information back in August.

Mayor Kennedy said that she is not making a declarative statement.

Tim Hager said that what she is saying is that the Fire Department screwed up the FEMA Grant and that's why we are not receiving the funds which is incorrect.

Mayor Kennedy said that she is not saying that. She is saying that there is data flowing back and forth between our Comptroller and our Fire Department and that the Fire Department is the one who sends it up to FEMA.

Tim Hager said *"That's correct but you just said in your prior statement that the Fire Department didn't hand it in on time and that is incorrect"*.

Councilwoman Mejia said that we don't have accurate information about what has transpired so at this point it is a back and forth about who did what and who didn't so we

want accountability of what happened and we need to make sure that we have the proper staffing for our Fire Department.

Mayor Kennedy said, *"Exactly"*. If she misrepresented anyone then she apologizes. She was trying to point out that this is a process between our Comptroller and our Fire Department and has nothing to do with a Grant Writer. That all needs to be worked out so that we have accurate information but she doesn't know what that is right at this moment.

Councilman Brown added that the bottom line goes to the door of the City Manager. He thinks that what is happening is that information has been withheld from this Council about that Grant and why we didn't receive it and now that Mr. Hager is speaking it is sort of coming out. They want to know all of the details because they are in a fog as to why that Grant was not renewed and he thinks it starts at the door of the City Manager.

Councilwoman Lee asked Mr. Hager to please send them the information that he has.

Mayor Kennedy said that she wants transparency about this Grant but there are a whole lot of pieces to it so we shouldn't say who is doing what until we have all of that. She thanked Mr. Hager for sending his information and asked the Comptroller to send his information also so that they will have it. Most of all she wanted to thank Congressman Maloney for working with us to find ways to continue with this because we need our Fire Department and we need our Firemen. She wants to find ways to protect those jobs and that possibility absolutely does exist. She added that we have CHIP's money that we almost lost but was recovered because the City Manager went to some meetings and spoke up to keep it and that is what's being used to help us pave streets right now. She had asked George Garrison why we didn't pave the streets earlier in the year and his answer was that they plan paving in the Fall because they have so many cleanups and projects after the Winter to catch up on. There are reasons why the planning happens when it does and right now we are behind because they got called to another emergency. As for the Christmas tree project, it sounds like we need to put together a group of volunteers to help Councilwoman Angelo get these wreaths ready to be put up. She would also like to have a conversation with Coach Kennedy and the City Manager in terms of what happened down at the Waterfront. They should find ways to solve these problems before they escalate into major dramas.

City Manager, Michael Ciaravino noted that they will have to involve our Corporation Counsel because there is an investigation pending and he is not going to prejudice the City's legal interest in this conversation.

Mayor Kennedy continued that they do need to sit down and have that conversation about what is going on.

Councilwoman Abrams asked if she could be included in that conversation.

Mayor Kennedy said, *"Of course, it is your Ward"*.

Mayor Kennedy said concerning our City Manager that nobody is saying he is perfect and she is not saying he is perfect either but she is saying that there is room for growth and stability. When she came onto this Council the same argument was used with another City

**Manager and that person pushed hard to keep that City Manager in place for another year and a half until we had a scandal.**

**Councilwoman Lee said, *"We have another scandal and if you would like us to talk about it we certainly will"*. *"Would you like it to be public"*?**

**Mayor Kennedy said, *"I have no idea what you're talking about"*. She thanked everyone for the process and for supporting this City and they look forward to working with the new Council in January.**

**There being no further business to come before the Council the meeting adjourned at 9:35 P.M.**

**LORENE VITEK  
CITY CLERK**