CITY OF NEWBURGH
COUNCIL MEETING AGENDA

October 9, 2012
7:00 pm

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call
4. Approval of the minutes of the September 20, 2012 Work Session meeting
5. Approval of the minutes of the September 24, 2012 City Council meeting
6. City Clerk's report for the month of September
7. Registrar of Vital Statistics report for the month of September
8. Civil Service Administrator's report for the month of September

Proposed Public Hearings

9. Resolution No. 170-2012
   A resolution scheduling a public hearing for November 13, 2012 to receive comments concerning the adoption of the 2013 Budget for the City of Newburgh.

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

10. Resolution No. 171 – 2012
    A resolution to authorize the award of a bid and the execution of a contract with Otis Elevator to provide maintenance and repairs on six (6) elevators located at various City facilities providing for a three-year term at a base bid cost of $1,080.00 per month.

11. Resolution No. 172 – 2012
    A resolution of the City Council of the City of Newburgh assuming lead agency status under the State Environmental Quality Review Act (SEQRA) for the Water Storage Tank Improvement Project, declaring the project to be an unlisted action, adopting

Part 1 of the environmental assessment form, issuing a negative declaration and authorizing the City Manager to execute all SEQRA documents.

12. Resolution No. 173 – 2012
A resolution authorizing the City Manager to execute a vendor service agreement with the Girl Scouts, Heart of the Hudson in connection with the current requirements of the Twenty First Century Learning Center Grant program and a vendor service agreement with Madeline Torres-Diaz as the Twenty First Century Grant Evaluator for a total amount not to exceed $21,000.00.

13. Resolution No. 174 – 2012
A resolution authorizing the City Manager to accept an offer to gift the properties known as 285 Grand Street and 285 Grand Street Rear.

14. Resolution No. 175 - 2012
A resolution authorizing the removal of the parcel 34 Carter Street (Section 22, Block 2, Lot 26) nunc pro tunc from the October 3, 2012 property auction.

15. Resolution No. 176 - 2012
A resolution to authorize the conveyance of real property know as 205 Lake Drive at private sale to Independent Living, Inc. for the amount of $100.00

16. Resolution No. 177 – 2012
A resolution authoring the City Manager to execute a license agreement with Habitat for Humanity of Greater Newburgh, Inc. to permit access to City-owned property located at 12 Lutheran Street for the purposes of performing certain predevelopment activities.

17. Resolution No. 178 – 2012
A resolution authorizing the City Manager to enter into a license agreement with the Vietnam Veteran's of America, Hudson Highlands Chapter 537, to allow access to City-owned property for the purpose of making improvements to the Orange County Veterans Memorial.

18. Resolution No. 179 – 2012
A resolution amending Resolution No. 238-2011, the 2012 Budget for the City of Newburgh, New York to transfer $1,200,000.00 from sewer fund balance to south interceptor Phase II to provide for the emergency sewer repairs to the west truck sewer line.

Old Business:

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

City Manager's presentation of the proposed 2013 Budget to the City Council

Adjournment:

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

Thursday, September 6, 2012

Members Present:	Mayor Judy Kennedy Councilwoman Regina Angelo Councilman Curlie Dillard Councilwoman Gay Lee Councilman Cedric Brown
Also Present:	Richard F. Herbek, City Manager Michelle Kelson, Corporation Counsel
Call to Order:	The meeting was called to order by City Manager Richard F. Herbek at 6:05 pm.
Adjournment:	Upon consensus the Council adjourned the meeting noting the time as 8:00 p.m.

A regular meeting of the City Council of the City of Newburgh was held on Monday, September 24, 2012 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Father Dustin Trowbridge of St. George's Episcopal Church and St. Thomas' Church in New Windsor.

The Pledge of Allegiance was performed in unison.

Present: Mayor Kennedy, presiding; Councilwoman Angelo, Councilman Dillard, Councilwoman Lee - 4
Absent: Councilman Brown - 1

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the September 6, 2012 Work Session and the September 10, 2012 City Council Meeting be approved.
Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 4
CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the City Clerk's Report and the Registrar of Vital Statistics Report for the month of August be approved and made available to the Press.
Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 4
CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the Civil Service Administrator's Report for the month of August be received and filed only.
Ayes - Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 4
ADOPTED

Councilwoman Angelo moved and Councilwoman Lee seconded that the Verified Notice of Claim and Notice of Claim be referred to Corporation Counsel with power to act.
Ayes - Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 4
CARRIED

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Denise Ribble, Montgomery Street, asked if there could be a discussion regarding ordinance #6-2012. It seems that with some of the problems that have happened related to the Belt Filter Press she wants to understand what this is. Are we increasing the pH so we can discharge more acidic water into or from our sewage treatment system? In regard to resolution #165-2012, it looks like this is taking up almost all of the remaining CDBG money to demolish three properties and she thought that we were going to try to do ten. How were the properties chosen at those locations versus other properties that were recommended for demolition? How does it fit into the Land Bank and the City's overall goal of revitalizing a target neighborhood? She asked what resolution #166-2012 for vendor services are specifically for in terms of 21st Century. She added that resolution #167-2012 is a lot of money and she would really like to know where that money is coming from and exactly what it is going to be used for.

Barbara Smith, Powell Avenue, said that after reading resolution #166-2012 she is surprised that her City Council is not totally up in arms with regard to the allocation of these funds. There is nothing to show for the money that has gone in the past so what is it going to do in the future? How do you give $8,676.05 to someone who teaches events? To her this is one of the degrees of what she would call obscenity. We have nothing to measure anything by. How many children will this support and what are these things? She wants something that tells her our children are taking our tax money to help with graduating from High School and then going on to College. She thinks that the Council needs to take a look at this and ask them to go back to the drawing board to come back with things that are far more productive for our children.

Kippy Boyle, Newburgh, said that she echoes Ms. Ribble's comments in regard to ordinance #6-2012 and she would like to know what the consequences are for raising the pH level and the amount of energy that will be required to do the outflow. In regard to resolution #165-2012, she is appalled that it is going to take approximately $100,000.00 per building to demolish three buildings. 113 Washington Street is a shell that anyone could just blow down. There is nothing inside of it and it is completely empty so how could it take that much money to remove those bricks? She doesn't want to hear about asbestos and all of that because she believes that we could do that by ourselves. She originally heard that the demolition projects were supposed to be approximately $60,000.00 per building which she thought was appalling and now it is up to $300,000.00 and she doesn't see how that can be justified. Lastly, she also agrees with comments made on resolution #166-2012.

Janet Gianopoulos, City of Newburgh, said that in regard to resolution #166-2012 the questioning of the type of projects has already occurred but she also questions the expenditure which she would like an explanation for. It would be useful to know the methodology. How is that we are going to improve the graduation rate of our children? It has been discussed that there is no real measurement as far as the success of this program over the years but one thing we do know is that Nationally the possession of a Bachelors Degree in a tough economy ways out at a 4% unemployment rate. The rate of unemployment goes up as one's education is lower. She believes that the goal of the expenditure of our tax money in this case should be more measured. Where is it going? How is it going to improve the outcome for our children that will enable them to proceed to employment and avoid unemployment?

Gail Fulton, Newburgh, asked in regard to resolution #168-2012 if this is a voluntary position or does this person get paid. Where is the Human Rights Commission located and how many members are on it?

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

The Council agreed to answer questions when voting on the resolutions.

RESOLUTION NO.: 161 - 2012

OF

SEPTEMBER 24, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THE CONTRACT WITH MALCOLM PIRNIE-ARCADIS FOR THE CONSTRUCTION PHASE IN CONNECTION WITH THE WASTE WATER TREATMENT PLANT WATER POLLUTION CONTROL PLAN EMERGENCY BACKUP GENERATION AND SOLIDS HANDLING SYSTEMS PROJECT AT A COST NOT TO EXCEED ONE HUNDRED EIGHTY THOUSAND NINE HUNDRED DOLLARS

WHEREAS, this Council, by Resolution No.: 254-2011 of December 12, 2011, authorized the City Manager to enter into an agreement for professional engineering services with Malcolm Pirnie-Arcadis in connection with the Waste Water Treatment Plant Water Pollution Control Plant Emergency Backup Generation and Solids Handling Systems Project; and

WHEREAS, this Council, by Resolution No.: 108-2012 of June 18, 2012, authorized the City Manager to execute and amendment to the contract for professional engineering services with Malcolm Pirnie-Arcadis for detailed design services in connection with the Waste Water Treatment Plant Water Pollution Control Plant Emergency Backup Generation and Solids Handling Systems Project; and

WHEREAS, Malcolm Pirnie-Arcadis has completed detailed design services phase for the Waste Water Treatment Plant improvements; and

WHEREAS, it is now necessary for further services to begin the construction phase; and

WHEREAS, Malcolm Pirnie-Arcadis submitted a proposal for engineering services dated August 28, 2012, outlining the necessary scope and fee schedules related thereto; and

WHEREAS, referenced Project is subject to a New York State Department of Environmental Conservation Consent Order requiring the completion of said Project; and

WHEREAS, funding for such project shall be derived from HG1.8130.0200.8100; and

WHEREAS, this Council has determined that entering into such contract 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 a contract with Malcolm Pirnie-Arcadis for Construction Phase Services in connection with the Waste Water Treatment Plant Water Pollution Control Plan Emergency Backup Generation and Solids Handling Systems Project at an additional cost not to exceed One Hundred Eighty Thousand Nine Hundred Dollars.

City Manager, Richard Herbek, noted that we have been under a Consent Order from the DEC for quite a while. This is for the Belt Filter Press and other improvements required by the DEC. It is absolutely mandatory that we get this work underway to avoid a $15,000.00 per day fine.

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

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

ADOPTED

10-1-12

MALCOLM PIRNIE | ARCADIS

The Water Division of ARCADIS

Malcolm Pirnie/ARCADIS, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis-us.com

WATER

Mr. Craig Marti, P.E.
City Engineer
83 Broadway
Newburgh, New York 12550

Subject:
WPCP Improvements
Proposal for Construction Phase Services

Date:
August 28, 2012

Contact:
Robert Ostapczuk

Phone:
518.250.7305

Email:
robert.ostapczuk@arcadis-us.com

Our ref:
04881003.0000

Dear Mr. Marti:

As discussed, Malcolm Pirnie, Inc, the Water Division of ARCADIS (Pirnie/ARCADIS), is pleased to provide the City of Newburgh (City) with this letter proposal for engineering services during construction for the Water Pollution Control Plant (WPCP) improvements. There is one milestone for completion of the backup generator prior to December 31, 2012 and final completion is anticipated to be 250 days after the issuance of a Notice to Proceed. Pirnie/ARCADIS's scope for construction phase services is generally outlined below:

Scope of Services

Task 1 Construction Administration

Pirnie/ARCADIS shall consult with and advise City and act as City's representative throughout the construction of the backup generator and solids dewatering system improvements. All of City's instructions to Contractor will be issued through Pirnie/ARCADIS who will have authority to act on behalf of City.

Pirnie/ARCADIS will prepare agreements for Contract Nos. 1, 2G, 2E and 2H for the City's execution with the Contractors. Pirnie/ARCADIS will issue Notices to Proceed to each Contractor in accordance with the Contract Documents. Pirnie/ARCADIS will schedule and conduct a pre-construction conference with all Contractors, representatives of the City, and any regulatory and/or funding agency representatives as required. Pirnie/ARCADIS will prepare and distribute meeting minutes.

Pirnie/ARCADIS will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare Change Orders for execution by City, if appropriate.

Pirnie/ARCADIS will review and approve (or take other appropriate action) Shop Drawings, samples, and other data which Contractor is required to submit. Such reviews shall be for conformance with the design concept of the Project as a functioning whole and compliance with the information given in the Contract Documents. Any approvals or other actions associated with the reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Pirnie/ARCADIS limits reviews of shop drawings to two reviews for all shop drawings in total.

Pirnie/ARCADIS will evaluate and determine the acceptability of substitute or 'equivalent' materials and equipment proposed by Contractor.

Based on Pirnie/ARCADIS's on-site observations and on review of applications for payment and the accompanying data and schedules, Pirnie/ARCADIS will:

- Recommend in writing payments to Contractor. Such recommendations of payment will constitute a representation to City that the Work has progressed to the point indicated and that, to the best of Pirnie/ARCADIS's knowledge, information and belief, the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations.
- In the case of unit price Work, include final determinations of quantities and classifications of the Work in the recommendations of payment, subject to any subsequent adjustments allowed by the Contract Documents.

Pirnie/ARCADIS shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Pirnie/ARCADIS's own employees and agents) at the site or otherwise furnishing or performing any of the Work. However, nothing contained herein shall be construed to release Pirnie/ARCADIS from liability for failure to properly perform the duties and responsibilities assumed by Pirnie/ARCADIS in the Contract Documents.

Task 2 Progress Meetings and Periodic Site Visits

Pirnie/ARCADIS will schedule and attend biweekly progress meetings at the site to facilitate coordination between Contractors, update construction schedules, discuss progress of the work, requests for information, and any proposed field or change orders. Pirnie/ARCADIS will make visits to the site at intervals appropriate to the various stages of construction, as Pirnie/ARCADIS deems necessary to observe, as an experienced and qualified design professional, the progress and quality of the Contractors' work.

Pirnie/ARCADIS will conduct an inspection to determine if the work is substantially complete, for each milestone, and a final inspection to determine if the completed Work is acceptable so that Pirnie/ARCADIS may recommend, in writing, final payment to Contractor. Pirnie/ARCADIS will prepare and distribute a punchlist prior to the final inspection.

Task 3 Construction Inspection

Pirnie/ARCADIS will perform part time inspection services on behalf of the City. The construction inspector will be Pirnie/ARCADIS's agent or employee and under Pirnie/ARCADIS's supervision.

The purpose of representation by the Construction Inspector at the site will be to provide for City a greater degree of confidence that the completed Work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor.

Pirnie/ARCADIS shall not, during such visits or as a result of observations or inspections of the Work in progress, supervise, direct or have control over the Work nor shall Pirnie/ARCADIS have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the Work. Pirnie/ARCADIS can neither guarantee the performance of the Work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

During its visits, Pirnie/ARCADIS may disapprove of or reject the Work while it is in progress if Pirnie/ARCADIS believes that the Work will not produce a completed

Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

Pirnie/ARCADIS is providing part time inspection services, however a Construction Inspector will be on-site for the following construction activities:

- Installation of rebar;
- Concrete placement;
- Installation of steel pilings;
- Installation of buried piping and conduit;
- Installation of the belt filter presses;
- Installation of the metal building system (Sludge Truck Loading Building);
- Installation of standby engine generator;
- Installation of chemical systems;
- MCC Switchover;
- Tie in of mechanical piping;
- Installation of controls and;
- Start-up of all major equipment.

Pirnie/ARCADIS will have a Constriction Inspector on site a minimum of one day a week depending on construction activities. The level of part time inspection will depend on the Contractor and the methods they employ.

Task 4 Special Inspections

Pirnie/ARCADIS will have authority, as City's representative, to require special inspection or testing of the work, and shall review all certificates of inspections, testing and approvals required by law or the Contract Documents to determine that both the content of the certificates and the certified inspection or test results comply substantially with such requirements. Testing required to complete special inspections has been specified and is required by to be provided by the Contractor, Malcolm Pirnie will be coordinating the inspections acting at the overall special inspector.

Task 5 Contractor's Completion Documents

Pirnie/ARCADIS will receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, approvals, and record documents, which are to be assembled by Contractor in accordance with the Contract Documents. Such review is limited to determining that their content complies with the requirements of the Contract Documents. Pirnie/ARCADIS will transmit the documents to City with written comments.

Fees

Malcolm Pirnie, Inc. is prepared to complete the following scope of services for a not to exceed fee of $180,900. This includes a fee of $85,900 for the construction administration portion of the project and a budget of $95,000 for part time inspection. Please note that the level of effort to complete the project is based on a 250 day construction schedule and is based on a total number of man-hours required to complete the project. If there are delays due to unforeseen conditions, additional time and funds may be required to complete the project for construction inspection, or if additional inspection services are requested by the City. Please see the enclosed breakdown of hours and fees.

If you have any questions, please do not hesitate to call me at 518.280.7300, so that I may be of further assistance. We look forward to continuing working with the City in improving its infrastructure.

Sincerely,

Malcolm Pirnie, Inc.

Robert E. Ostapczuk, P.E., BCEE
Principal Engineer

Enclosures

Copies:
D. Loewenstein, Pirnie/ARCADIS

PROJECT BUDGET

City of Newburgh
Water Pollution Control Plant
Newburgh, New York
WPCP Improvements

DESCRIPTION	12	10	9	8	7	5	Hours Per Task
Task 1 - Construction Administration	8	40	24	120	60	120	372
Task 2 -Progress Meetings and Periodic Site Visits	2	16	0	60	120	24	222
Task 4 - Special Inspection Coordination	2	4	0	0	16	24	46
Task 5 - Contractor's Completion Documents	2	2	0	0	16	32	52
TOTAL LABOR HOURS	14	62	24	180	212	200	692
TOTAL DIRECT LABOR COSTS	$1,358	$3,348	$1,200	$7,200	$7,420	$5,200	$25,726

Title	Grade
Senior Vice President	12
Associate Vice President	11
Principal Engineer	10
Senior Engineer	9
Project Engineer	8
Staff Engineer	7
Engineer II	6
Engineer I	5
Admin/Tech IV	4
Admin/Tech III	3

Total Direct Labor:	$25,726
Overhead and Fee (2.0)	$51,452
Subtotal	$77,178
Expenses:	
Computer	$2,408
Reproductions	$332
Mileage	$3,982
Misc.	$2,000
TOTAL	**$85,900**

PROJECT BUDGET

City of Newburgh
Water Pollution Control Plant
Newburgh, New York
WPCP Improvements

DESCRIPTION	12	10	9	8	7	5	Totals
Task 3 - Construction Inspection	0	0	0	80	80	840	1000
TOTAL DIRECT LABOR COSTS	$0.00	$0.00	$0.00	$3,200.00	$2,800.00	$21,000.00	$27,000

Title	Grade
Senior Vice President	12
Associate Vice President	11
Principal Engineer	10
Senior Engineer	9
Project Engineer	8
Staff Engineer	7
Engineer II	6
Engineer I	5
Admin/Tech IV	4
Admin/Tech III	3

Total Direct Labor:	$27,000
Overhead and Fee (2.0)	$54,000
Subtotal	$81,000
Expenses:	
Computer	$3,480
Reproductions	$480
Mileage	$10,040
TOTAL	**$95,000**

RESOLUTION NO.: 162 - 2012

OF

SEPTEMBER 24, 2012

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO NEWBURGH VENTURES CORP TO THE PREMISES KNOWN AS 61 WILLIAM STREET (SECTION 39, BLOCK 2, LOT 29)

WHEREAS, on June 22, 2011, the City of Newburgh conveyed property located at 61 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 39, Block 2, Lot 29, to Newburgh Ventures Corp.; and

WHEREAS, Mr. Pereira, a principal of Newburgh Ventures Corp., has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

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

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

ADOPTED

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 61 William Street, Section 39, Block 2, Lot 29, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated June 22, 2011, from the CITY OF NEWBURGH to NEWBURGH VENTURES CORP., recorded in the Orange County Clerk's Office on July 7, 2011, in Liber 13196 of Deeds at Page 1300 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _________________, 2012

THE CITY OF NEWBURGH

By: ____________________________

RICHARD F. HERBEK,
City Manager

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

On the _______ day of September in the year 2012, before me, the undersigned, a Commissioner of Deeds in and for said State, personally appeared RICHARD F. HERBEK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

____

RESOLUTION NO.: 163 - 2012

OF

SEPTEMBER 24, 2012

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE TAX FORECLOSURE OF 100 RENWICK STREET, SECTION 45, BLOCK 5, LOT 19

WHEREAS, the City of Newburgh has commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2009-12857; and

WHEREAS, on June 16, 2011, the owner, served an Answer to such action in regard to the foreclosure of 100 Renwick Street, Section 45, Block 5, Lot 19; and

WHEREAS, the City received notification that the owner filed a bankruptcy petition October 28, 2011; and

WHEREAS, the bankruptcy was discharged and the property was sold to a subsequent owner; and

WHEREAS, the current owner has advised he would like to pay the taxes; 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 if all taxes, interest and penalties in the amount of $16,493.58 are remitted to the City of Newburgh on or before September 30, 2012;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to withdraw the liens on the property located at 100 Renwick Street, Section 45, Block 5, Lot 19, in the City of Newburgh, from the Lists of Delinquent Taxes upon receipt of all taxes, interest and penalties in the amount of $16,493.58, which amount must be remitted to the City of Newburgh on or before September 30, 2012.

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

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

ADOPTED

ORDINANCE NO.: 6 - 2012

OF

SEPTEMBER 24, 2012

AN ORDINANCE AMENDING SECTION 248-32 ENTITLED "LIMITATIONS ON WASTEWATER STRENGTH" WITHIN THE CODE OF THE CITY OF NEWBURGH TO INCREASE THE ALLOWABLE pH LEVEL TO 10.5 FOR DISCHARGES INTO THE WASTEWATER COLLECTION AND TREATMENT SYSTEM OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 248-32, entitled "Limitations on Wastewater Strength" within the Code of the City of Newburgh be and is hereby amended to read as follows:

Section 1. § 248-32. Limitations on wastewater strength.

B. No person shall discharge any wastewater:

(1) Having a temperature which will inhibit biological activity in the publicly owned treatment works resulting in interference, but in no case wastewater with a temperature at the introduction into the publicly owned treatment works which exceeds 114° F. (45.5° C.).

(2) Containing more than 100 milligrams per liter of oil or grease.

(3) Having a pH lower than 5.5 or higher than 10.5.

(4) Containing in excess of one milligram per liter phenolic compounds which cannot be removed by the City's wastewater treatment process.

Section 2. This ordinance shall take effect immediately.

City Manager, Richard Herbek, said that this was thoroughly explained at the Work Session by our City Engineer, Craig Marti. Currently the rate is 9.5 and it is a nominal change to 10.5. We have had an ongoing issue with Unitex Corporation who is a major player in the City of Newburgh and they employ a lot of people. This change will not create any major problems to the Hudson River or the discharge into the Hudson River but it will substantially help the Unitex Corporation to be in compliance.

City Engineer, Craig Marti, said that they have done analytical testing throughout the system and they have done research throughout the State and Country with regard to similar ordinances. The change that is being proposed is consistent with the standards they found elsewhere.

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

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

ADOPTED

RESOLUTION NO.: 164 - 2012

OF

SEPTEMBER 24, 2012

A RESOLUTION REJECTING ALL BIDS RECEIVED IN CONNECTION WITH THE PURCHASE OF TWO (2) SPORT UTILITY VEHICLES FOR THE CODE COMPLIANCE DEPARTMENT

WHEREAS, the City of Newburgh has duly advertised for bids in connection with the purchase of two (2) Sport Utility Vehicles ("SUV's) for the Code Compliance Department; and

WHEREAS, four (4) bids were received and opened; and

WHEREAS, upon review of the bids it has been determined that all bids received far exceeded the pre-bid estimate; and

WHEREAS, this Council has determined that rejecting all bids is in the best interests of the City of Newburgh and the project;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that all bids received in connection with the purchase of two (2) SUV's for the Code Compliance Department be and are hereby rejected; and

BE IT FURTHER RESOLVED, that City staff is hereby authorized to take the necessary and appropriate measures to advertise for the purchase of two (2) SUV's for the Code Compliance Department for re-bid.

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

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

ADOPTED

RESOLUTION NO.: 165 - 2012

OF

SEPTEMBER 24, 2012

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH JACKSON DEMOLITION SERVICE, INC. IN CONNECTION WITH THE CITY OF NEWBURGH COMMUNITY DEVELOPMENT BLOCK GRANT BUILDING DEMOLITION PROJECT AT A BASE BID COST OF $295,000.00

WHEREAS, the City of Newburgh has duly advertised for bids in connection with the Community Development Block Grant Building Demolition Project for the demolition of 159 Grand Street, 10 Dubois Street and 113 Washington Street; and

WHEREAS, three (3) bids were received and opened; and

WHEREAS, it has been determined that Jackson Demolition Service, Inc. is the lowest responsible bidder and is fully qualified and able to perform the work; and

WHEREAS, funding for such project shall be derived from Community Development Block Grant Funds; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and its further development to enter into a contract for such demolition services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the demolition of structures located at 159 Grand Street, 10 Dubois Street and 113 Washington Street, respectively, be and it hereby is awarded to Jackson Demolition Service, Inc. for the bid amount of $295,000.00 and that the City Manager is hereby authorized to enter into a contract for such work in this amount.

Councilman Dillard said that this was talked about at the Work Session and he was somewhat uncomfortable because there was no guarantee in terms of local hiring.

City Manager, Richard Herbek, said that there is a Section 3 Plan for this.

Councilman Dillard said that we do have Section 3 but how do we know that the contractor will fulfill his obligation by hiring locally? He is still looking for something in writing.

Mayor Kennedy said that she actually knows someone that this contractor is working with in the City.

City Manager, Richard Herbek, said that we have a whole Section 3 Plan which is in writing.

Councilman Dillard said that he is talking demographics and numbers.

City Engineer, Craig Marti, said that the low bidder has indicated that he will comply with the Section 3 requirement. He has filled out the appropriate paperwork indicating that he anticipates two new hires from which he will consider local applicants in accordance with our Section 3 Plan. There are only five employees projected for the project and he is required under the Section 3 Program to consider hiring local applicants from the sources and the local agencies that can introduce him to Section 3 eligible employees. He is in compliance and he intends to comply with the program. That is as much as we can ask of a private business that is doing business in the City of Newburgh.

Councilman Dillard said that there will be five employees.

Corporation Counsel, Michelle Kelson, said that there are five employees projected for the job. This contractor who is the low bidder has told us that he projects two local hires as long as they qualify under all of the other requirements to do the job. They have to be properly trained and eligible to do the work. Out of the five employees two will be local hires if the local community can provide eligible employees. One of the other contractors wasn't going to hire anyone local and the other contractor, which was $100,000.00 higher, projected possibly three. So you have the low bidder with two local hires.

Mayor Kennedy said that she understands that they are complying with the law and although she is planning to vote for this she is serious about us finding another way to take down these buildings. This amount of money to take down three buildings is something she can hardly swallow. She noted that the building at 159 Grand Street is in serious trouble and we can't let it go through another winter. She feels like she is in between a rock and a hard place because some of these buildings have to come down but she is not happy about the fact that we are paying $300,000.00 to take down three houses. She believes that there are some other ways to do this in the future by building our own teams which she wants to look into.

Councilwoman Lee asked for how long did we know that these buildings needed to come down.

City Engineer, Craig Marti, responded that these buildings have been put out to bid three times now. It went out for bid as a large package in the beginning of the Spring but the bids came in too high and there was lack of compliance with the Section 3 requirement. In an effort to make the Section 3 component more feasible, they broke it down into smaller projects and these three properties have been bid as a group of three twice now. The condition of the property on Grand Street and the brick building that is falling down on a neighboring building on Dubois Street has a large amount of overhead utilities in the way and a lot of hand work associated with being able to take the building down without damaging surrounding properties. In discussing this with the contractors and prior to bid, we understood that the one Dubois street property would push the price higher. 10 Dubois Street is probably the most expensive of the buildings that we will be demolishing under this program.

Councilwoman Lee said that on Thursday she asked that in the future by resolution we add to RFP's that these contractors have to hire locally and it is not an option for them.

City Manager, Richard Herbek, noted that all CDBG projects do have the Section 3 requirement.

Councilwoman Lee said that we don't always just use CDBG funding.

City Manager, Richard Herbek, said that he would prefer to just get this done and we can talk more about it later because it gets a little tricky when you are talking about Consent Order Projects where we are under either State or Federal mandates to do certain work.

Councilwoman Lee said that she understood that they were planning to hire locally.

City Manager, Richard Herbek, said that this does entail a Section 3 Plan and it is part of this particular job. Concerning future work they need to have a more lengthy discussion. He told Councilwoman Lee that he understands what she is saying but it gets a little tricky when you have work involving Consent Orders.

Councilwoman Lee said that she believes that was mentioned but it was also mentioned that Jackson Demolition would hire locally.

Mayor Kennedy said that they are hiring two out of five. You have to remember that any company that comes here is going to come in with their heavy equipment operators and restrictions with their insurance, etc. Where they have to have additional employees then we hire local.

Councilwoman Lee said that it is not all vendors it is just the ones who are receiving funding from Planning and Development. Jackson has agreed to hire locally because it is part of the agreement but everyone is not required to hire locally.

City Manager, Richard Herbek, said that they will talk about that in the future.

Councilwoman Angelo said that she is not one for demolition but asked how the choice was made that these three houses have to come down.

Corporation Counsel, Michelle Kelson, said that these are three of the most dangerous buildings that we identified. They are structurally unsound and they are a danger to neighboring properties. We have been over this list several times and we deemed these buildings a priority so they need to come down.

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

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

ADOPTED

RESOLUTION NO.: 166 - 2012

OF

SEPTEMBER 24, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE VENDOR SERVICE AGREEMENTS WITH VARIOUS SERVICE PROVIDERS AT A COST NOT TO EXCEED $63,118.55 IN CONNECTION WITH THE CURRENT REQUIREMENTS OF THE TWENTY FIRST CENTURY GRANT PROGRAM

WHEREAS, by Resolution No.: 181-2009 of November 23, 2009, the City Council authorized the City Manager to accept monies from the New York State Department of Education for the 21st Century Community Learning Centers Grant; and

WHEREAS, said grant was awarded in the spring of 2008 for a five (5) year period; and

WHEREAS, the City's 21st Century Community Learning Centers Program provides strengthening and expanding opportunities afterschool for children and youth; and

WHEREAS, it is necessary and appropriate to enter into vendor service agreements with the City's 21st Century Community Learning Centers Program with various service providers for the final fiscal year of said grant period beginning October 1, 2012 and ending on June 30, 2013 for the following amounts:

Daryle Ford	$8,676.05	Sabrina Dolfinger	$2,775.00
Michael Wisdom	$3,562.50	Rochelle Whitted	$4,675.00
Malinda Ware	$11,880.00	Alexandria Meyers	$9,325.00
Goldie Mercado	$8,800.00	Pa Kwame Johnson	$8,925.00
		Susan Aulogi	$4,500.00

WHEREAS, the Council has reviewed the attached Agreements and has determined that it is in the best interest of the City of Newburgh and its residents to accept and expend such funds to enhance the community and strengthen afterschool services to Newburgh's children and youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute Vendor Service Agreements with the service providers referenced herein above at a cost not to exceed $63,118.55 in connection with the current requirements of the Twenty First Century Grant Program.

Councilwoman Angelo asked if they could have a list of what the children are going to be doing in this program.

City Manager, Richard Herbek, said that there is a detailed work plan for each particular contractor. Joy had those with her on Thursday night and went over them with the Council. We need to get the 21st Century Program running in an early October time frame. You have already approved the major partners and they are some of the individuals who will be doing the detail work on running the program. Joy went through the methodology. There was an RFP process. The success rate is very high and she went over that with the Council on Thursday night. She noted very specifically that the program has met the performance measurements over the last several years. This is Federal money and this is a Federal project which has been extremely useful to the City of Newburgh dating back to around the early 2000 time frame when it was run by the school district. Over the past several years it has been run by the City of Newburgh so we need to do this to get the program underway.

Mayor Kennedy said that when she first saw this proposal she asked questions too but she came to the understanding that we have a tutoring program going on and these other things that they are talking about doing is supposed to go to additional things for kids to have opportunities for cultural enrichment. She asked for measurements on how they were going to be successful and for more information because she was questioning what this was and she was provided with some measurement and performance indicators on the various programs.

Councilwoman Lee said that Joy answered all of her questions quite effectively and gave a long laundry list of requirements.

Councilman Dillard was satisfied because she had indicated and they met with the Board of Education that there are going to be some changes with the 21st Century Program. We are going to ask people in the community to come in and help make those changes too so that is why he is satisfied with the $63,000.00 because it won't be there next time.

Mayor Kennedy said that this is the last year of a five year program so any changes that we want to make in the way of the 21st Century Program we will have that opportunity next year and we may do that. We will start applying for the new program in the next few weeks.

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

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

ADOPTED

RESOLUTION NO.: 167 - 2012

OF

SEPTEMBER 24, 2012

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT IN CONNECTION WITH THE WATER POLLUTION CONTROL PLANT IMPROVEMENTS PROJECT TO BLUE HERON CONSTRUCTION CO., LLC FOR GENERAL CONSTRUCTION SERVICES IN THE AMOUNT OF $2,140,791.00, HUDSON VALLEY ELECTRICAL C&M, INC. FOR ELECTRICAL SERVICES IN THE AMOUNT OF $750,000.00, AND DJ HEATING & AIR CONDITIONING, INC FOR HVAC CONSTRUCTION SERVICES IN THE AMOUNT OF $224,000.00

WHEREAS, the City of Newburgh has duly advertised for bids for the Water Pollution Control Plant Improvements Project; and

WHEREAS, bids have been duly received and opened and it is necessary and appropriate to enter into contracts with the lowest responsible bidder in each category to retain such services; and

WHEREAS, the funding of the project is coming from the Bond Resolution adopted on November 16, 2009 and Sewer Fund Balance G.0000.0599.1000; and

WHEREAS, the distribution of such funds shall be derived from HG1.8130.0200.8100;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following bids as submitted by the indicated lowest responsible bidders be accepted, that contracts for same be awarded, and that the City Manager be and he is hereby authorized to enter into such contracts as being appropriate and necessary and in the best interests of the City of Newburgh.

Lowest Qualified Bid Summary	Amount	Bidder
General Construction	$2,140,791.00	Blue Heron Construction Co., LLC
Electrical Construction	$ 750,000.00	Hudson Valley Electrical C&M, Inc.
HVAC Construction	$ 224,000.00	DJ Heating & Air Conditioning, Inc.

City Manager, Richard Herbek, noted that 42% of the funding is coming from the Town of Newburgh. The City issued a BAN for some of this money a year or so ago and some of it is coming from fund balance to finance the project. This is for the Belt Filter Press Project and other additional facility improvements and we are under a Consent Order to get this work done. If we don't, we will be in a $15,000.00 per day penalty situation so this is quite important.

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

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

ADOPTED

167-12

MALCOLM PIRNIE | ARCADIS

The Water Division of ARCADIS

Malcolm Pirnie, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis-us.com

Mr. Craig Marti, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12831

Water

Subject:
Water Pollution Control Plant Improvements
Bid Results and Recommendations
Contract No. 2G – General Construction
Contract No. 2E – Electrical Construction
Contract No. 2H – HVAC Construction

Date:
September 20, 2012

Contact:
Joshua LaPlante

Phone:
518.250.7300

Email:
joshua.laplante@arcadis-us.com

Our ref:
04881003.0000

Dear Mr. Marti:

On behalf of the City of Newburgh (City), Malcolm Pirnie, Inc., the Water Division of ARCADIS (Pirnie/ARCADIS), advertised Bid Documents for the Water Pollution Control Plant Improvements Project, Contract No.'s 2G, 2E and 2H. On September 18, 2012, the City received Bids and they were opened in accordance with the Bid protocol. A total of thirteen bids were received. The Bid results are summarized on the attached Bid Opening Reports.

The apparent low Bidder for the construction of each Contract is listed below:

- **Contract No. 2G** – Blue Heron Construction Co., LLC $2,140,791.00
- **Contract No. 2E** – Hudson Valley Electrical C&M, Inc. $750,000.00
- **Contract No. 2H** – DJ Heating & Air Conditioning, Inc. $224,000.00

We have reviewed the Bids and have determined the Bidders to be responsive in accordance with the bid instructions, except for several informalities identified for each Bidder. The Bid informalities, identified below, are common in municipal bidding and many Bidders provide the information upon notification that they are the apparent low Bidder.

Contract 2G – General Construction – Blue Heron Construction Co., LLC

- Pages 1 and 2 were missing from their Bid Form. Page 2 is where the Bidder is required to acknowledge receipt of Addenda. The Bidder was contacted and stated that the pages were left out in error. Attached is a letter from the Bidder stating that they did receive the addenda and they were incorporated into their Bid.

- In Article 4 – Basis of Bid, under Item No. 2 the Bidder mistakenly wrote square feet instead of linear feet. Attached is a letter from the Bidder stating that this was an error. This error does not change the Bid price or the conditions of the agreement.

- Bidder did not include evidence for a limited liability company to sign the Bid. Upon request, we received a copy of the corporate resolution providing the evidence to sign, it's attached to this letter.

- Bidder did not include a financial statement in their Bid package. Upon request, we have received a copy of the statement and it is attached.

Contract 2E – Electrical Construction – Hudson Valley Electrical C&M, Inc.

- Bidder did not include evidence for a corporation to sign the Bid. Upon request, we received a copy of the corporate resolution providing the evidence to of authority to sign and it's attached to this letter.

Contract 2H – HVAC Construction – DJ Heating & Air Conditioning, Inc.

- Bidder did not include evidence for a corporation to sign the Bid. Upon request, we received a copy of the corporate resolution providing the evidence of authority to sign and it is attached to this letter.

- Bidder did not include a financial statement in their Bid package. Upon request, we have received a copy of their financial statement.

Pirnie/ARCADIS suggests that the City Council consider awarding the Contracts to the apparent low Bidders identified previously. If you have any questions, please do not hesitate to call me at 518.250.7300.

Sincerely,

Malcolm Pirnie, Inc.

Joshua J. LaPlante
Staff Engineer

Attachments

Copies:
Michelle Kelson, Esq., City of Newburgh
Daniel Loewenstein, P.E., BCEE Pirnie/ARCADIS
Robert Ostapczuk, P.E., BCEE Pirnie/ARCADIS

RESOLUTION NO.: 168 - 2012

OF

SEPTEMBER 24, 2012

A RESOLUTION APPOINTING KAREN MEJIA
TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION

WHEREAS, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

WHEREAS, this City Council deems it to be in the best interests of the City of Newburgh to appoint members to serve as Commissioners to fill vacancies and to carry on the important work of such Commission;

NOW, THEREFORE, BE IT RESOLVED, that the following person be and is hereby appointed to serve as a Commissioner of the City of Newburgh Human Rights Commission:

Karen Mejia, to complete the term of former member who resigned, which term shall expire on April 27, 2013; and

BE IT FURTHER RESOLVED, that said appointment shall take effect as of the date of this Resolution and be for the term stated hereinabove.

City Manager, Richard Herbek, noted that she is a volunteer as are all of the members so they do not get paid. He believes that there are nine members on this Commission and they meet here at City Hall. He believes that we are still short members for this Commission so they are still seeking additional members.

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

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

ADOPTED

RESOLUTION NO.: 169 - 2012

OF

SEPTEMBER 24, 2012

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY KNOWN AS 81 SOUTH STREET (SECTION 19, BLOCK 1, LOT 5) AT PRIVATE SALE TO STEPHANIE LANDELL

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, Stephanie Landell, the former owner of 81 South Street, being more accurately described as Section 19, Block 1, Lot 5 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, by Resolution No.: 121-2012 of July 16, 2012 this Council authorized the sale of 81 South Street at public auction; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to Stephanie Landell 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 all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, in the amount of Three Thousand Seven Hundred Sixty Two and 18/100 ($3,762.18) Dollars no later than October 15, 2012; and

BE IT FURTHER RESOLVED, that the property located at 81 South Street, Section 19, Block 1, Lot 5, be and is hereby withdrawn from the October 3, 2012 City of Newburgh property auction list approved by Resolution No.: 121-2012 of July 16, 2012; and

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

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

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

ADOPTED

CITY MANAGER'S REPORT

City Manager, Richard Herbek, said that he was pleased to give the City Council a report on the Section 108 Correction Action Verification which was just received today from the US Department of Housing and Urban Development. This relates to the Section 108 Loan Guarantee Program and this report is in response to the original audit issued in November of 2008 reviewing the program for both Marina Ops and Crystal Lake. The City had applied for those two loans back in the 1999 to 2001 time frame. The initial 2008 report from the Office of Inspector General identified four deficiencies. One was the failure to enforce loan agreement provisions adequately. The second was not ensuring that all funding sources were supported and documented. The third was unnecessary use of CDBG funds that we used to repay the loan and fourth was that the City overpaid the developer for duplicate costs. The purpose of this follow up was to review the City's subsequent program and to ensure that all of the deficiencies had been corrected. There was an auditor here for a six week period and this report verifies that all of the original audit recommendations were properly implemented or corrected. There were no further recommendations and he was told that this is only the second time that there has been a report like this with no recommendations. Courtney Kain, our Community Development Director, handled this with the Inspector General's Office when they were here and they were quite satisfied with all of our records and he would like to acknowledge that. This has haunted the City for many years and now it's over.

Councilwoman Gay Lee and Mayor Kennedy congratulated the City Manger.

OLD BUSINESS

Councilman Dillard said that they have been discussing Burton Towers and the sale of Burton Towers for the last couple of years. We are supposed to be getting money in October and he would like to know how that is coming. Will we get the money or not.

City Manager, Richard Herbek, said that we are going to get the money. They have already called for a clarification on the amounts and we will get the checks in a timely manner.

Councilman Dillard said that his question in terms of the 2012 and 2013 Budget is which side does that go on?

City Manager, Richard Herbek, said that it is primarily water and sewer.

Councilman Dillard said that it is a PILOT.

Corporation Counsel, Michelle Kelson, said that a portion of it is. The three payments that are due are municipal impact fees that will be set aside for certain types of projects related to improvements in and around the area where the building project is. The large chunk of the amounts due are delinquent water and sewer payments so those have to be applied to the water and sewer fund and apportioned according to bills that are outstanding. There is a portion of the funds that relate to the delinquent PILOT payments from the previous PILOT granted to the previous owner and that amount can be applied she believes to the General Fund.

City Comptroller, Cheryl Gross, said that it will be recorded as Receivable Due.

Councilman Dillard asked how much is the Receivable Due that will go toward the General Fund.

Corporation Counsel, Michelle Kelson, said that it is around $272,000.00.

Councilman Dillard asked about the existing PILOT?

Corporation Counsel, Michelle Kelson, responded that they have already paid the existing PILOT for this year.

Councilman Dillard asked the Comptroller to please let the Council know when those funds come in.

PUBLIC COMMENTS REGARDING GENERAL MATTERS

Denise Ribble, Montgomery Street, submitted and read the attached comments. (copy attached)

Councilwoman Lee said that there are no conversations going on behind closed doors that she is aware of regarding housing and she doesn't know why Mr. Littman is talking to anyone but us. If the DEC had some kind of agreement, the City Council doesn't know anything about it. She told Ms. Ribble that she is absolutely offended by those remarks and she thinks that she should know that her information is wrong. Not only is it wrong it is insulting. We are not hiding anything and there are no projects going on behind closed doors that the public doesn't know about. She told Ms. Ribble that they miss her from the City Council meetings and perhaps if she were here she would know what is going on with the Mid Broadway Project

Brian Flannery, 5 Norton Street, submitted and read the attached comments. (copy attached)

Gayle Fulton, Newburgh, asked if we are going to get another traffic light put down on River Road/Martin Luther King Drive because it really needs to be there. A light also needs to be put in at the intersection of Mill Street and Ann Street. Do we have to wait for someone to get killed before you can put a couple of traffic lights in?

Omari Shakur, New Voters Movement, said in regard to resolution #165-2012 that he hasn't seen any new jobs created in the City of Newburgh but he always sees money going out. He would like to know who Jackson Demolition Service is, how they are going to go about hiring and when and where will they be hiring. For $200,000.00 dollars he could have hired ten kids at $10,000.00 a piece and he could have gotten rid of those three buildings for the City. It seems like everyone is coming to the City of Newburgh and getting money except the people who live here. He asked if Jackson Demolition Service is from Newburgh.

Mayor Kennedy responded that we didn't have any bidders from the City of Newburgh.

Mr. Shakur said he guesses that's because they didn't know about it.

Mayor Kennedy said that it was put out there.

Mr. Shakur added that he would like to know about this special investigator that we are supposed to be bringing to Newburgh. He would like to know where we are at with that. Is one coming or was that just some smoke that was being blown.

Councilman Dillard said that it was not smoke. That was one of his campaign promises.

Mr. Shakur said that he would like to know the specifics of when, where and how.

Corporation Counsel, Michelle Kelson, said that they have identified three potential companies that can perform the services and we have to identify the scope of work that we want them to cover.

Mr. Shakur said that they were told that already two meetings ago. They would like to know when, where and how.

Corporation Counsel, Michelle Kelson said that they have to define a scope of services and that has not been done yet.

Mayor Kennedy said that these things take time. We have to get the vendors and everyone wants RFP's so we have to go through that process.

Mr. Shakur said that this is a very important issue because we have lives on the line. We have young people that have died so they would like to know when, where and how this special investigator is coming through. What is the procedure and how is the City Council going about this? He would like to see something on paper because this doesn't seem like a priority right now. It seems like they are trying to hope that everything dies down again but they would like to know when, where and how.

Kippy Boyle, Newburgh, said that she has heard many different versions of what the boundaries of the Land Bank are so she would like the City Council to show the residents a defined map that is explicit so there is no more doubt about these boundaries. It started out to be just a few areas but now she has heard that it has been expanded to include the entire City. She just wants to know the facts and see a defined map.

Mayor Judy Kennedy said that we do have a map that defines the boundaries. She believes that it is available on the website and it has been the same boundaries since the beginning as far as she knows.

Ms. Boyle added that she would like the Council to reaffirm to the residents that the terms of the Land Bank sales are going to be to taxable entities and not to non-profits. The whole purpose of the Land Bank was to help us broaden our tax base. She noticed that probably few individuals would be able to afford the taxes on some of the properties in the sealed bid which means they will go to some sort of entity. She would like to know if on the sealed bids there is an upset price and if there is language that says the purchasers of these sealed bid properties, which might be in the Land Bank, have to be taxable entities otherwise she doesn't see what the point is. In regard to the grant to the Greater Newburgh Partnership, because it was a grant to a private entity they didn't have to go through an RFP process of selecting the consultant but isn't that the same consultant that was used for the Newburgh Local Area Transportation Study? She would like to know if that is the same consulting firm and if so, whatever happened to that study.

Virginia DiOrio, 17 Nott Place, said that her concern is the significant drug problem that we have here in the City of Newburgh. She noted that there are a couple of programs that can help us. One is that the Police Department has a day where they are collecting medications from anybody's home no questions asked. The last time that this was done it was extremely successful. People had medications in their home that were several years old. This will be held on September 29th in the City of Newburgh and if you can't make it on that day you can drop-off medications at any time in the Town of Newburgh. This will get it out of the house so you don't have to worry about kids getting a hold of it because a lot of drug use is coming from the medicine cabinet. She added that Team Newburgh has put out a poster called "Take Back the City" and it is about the drugs that are being sold legally in the Bodegas that kids are getting and smoking. These are substances that have yet to become illegal that kids are using that can cause significant problems to the brain. She said that if anyone sees this stuff being sold in these stores they have to know that it is really hurting our kids.

Councilwoman Angelo told Virginia that the Citizens Advisory meets on Thursday night and asked her to bring those posters with her.

Natasha Cotton, City of Newburgh, thanked Councilman Dillard for the 21st Century Grant. She came here tonight looking for Doyle Murphy because she hasn't seen anything positive in the paper about Newburgh yet. There are some great things going on in Newburgh that could be reported other than all the madness. She is tired of hearing about people getting shot and stabbed too and it is getting out of control. She would like to see a report on the gymnasts that are practicing all over the City. They went from a six member team to a thirty-two member team of participants from ages five to thirteen. They are in every Youth Parade and she hasn't seen a layout on these kids yet. They are usually practicing over at the Library because they don't have a Gymnasium so they use what they have and make the best of it. She doesn't support bad children so she is waiting for the parents to step up and get it right and stop blaming everybody else. She pointed to Corporation Counsel, Michelle Kelson and told Mr. Herbek that she aggravates her with her disrespect to the City Council and the City Manager and anyone else in her path. Her sort of behavior should have been canned a long time ago.

Tammy, Newburgh, said that at the last Work Session she knows that they talked about Peddlers and Vendors and she would like to know if they have come to a conclusion. She would also like to find out when the events are given by the City of Newburgh and it brings in the vendors, for instance the Carnival that was just held, is all of the money received from that event put into the City's Budget? If not, who gets that money? How much do they get and why? She was away this weekend and someone called her about an incident at a club named Ole'. Someone held a party and it was a good event but when it was time to leave there were some men from out of town who had words with some of the City of Newburgh residents which turned into a big brawl. Her issue is that when there is mismanagement of City money and when there is misappropriation of funds and theft in a city where money is supposed to be sent to its residents for the low income and the poor, this is the result. It is money that should have given these kids earlier on opportunities and other ways to do things. Some of them could have gone to College, learned a trade or even started their own business. Now that we have an inferno of kids tearing this City up what are we going to do? This City owes our kids and opportunity to do a turn around and if not then they will have to deal with the consequences. Don't look at the parents. Look at those who took the money.

Sheila Monk, City of Newburgh, thanked the new City Council for what they are trying to do with the mess they came into. At the Work Session she learned a lot about the finance and the good that the City could have done but didn't do. The new Council has so much work they have to do. We need housing and jobs here. A lot of the jobs put in here are not for the City of Newburgh residents because people from New York City and Yonkers are getting these jobs. We have to start at home first. There is nothing for our children. Our youth ages twenty-one and twenty-two years have to get on Social Services because no one will hire them. There are kids out there robbing, stealing and selling drugs because they are playing the game of survival. We should make up a plan so that we can get these jobs for our kids because there is a lot going on in City Hall with money that we don't even know where it went. We have to put our priorities straight. There is a lot going on in the City of Newburgh that just gets pushed under the rug. The money has to be spread out to other people because Joy and the Churches can't do everything. Every time someone comes to City Hall and asks for help they are told that City Hall has no money but there is money and they give it to who they want to give it to. Enough is enough.

Juanita, City of Newburgh, said that Omari asked about an investigation earlier and her family from the beginning has searched for answers from the City Council. She has personally spoken with every Council member outside of here but since March 7th she has finally realized that they were just blowing smoke up her family's ass. That is what it boils down to because she listens week after week month after month to the same lies. Corporation Counsel just reaffirmed everything because she just said the same thing that she said three meetings ago. The City Council sat there and told her that these Officers would have desk duty indefinitely. She asked the Council where those Officers are now because if they say they are on desk duty it is a damn lie. They are back out on the streets and she knows this because she looks at them every day. Nothing the Council says will ever amount to anything with her family.

Timothy Hayes-el, City of Newburgh, said that we put a program together with Ms. Best and several people came and got certified for different things but still no one has a job. First we were hearing that they weren't qualified and now that they have the certifications they still can't get jobs. He told the Council that they voted them into Office expecting jobs and things to change. They expected the Council to represent the people here but it is not getting done and nothing has changed. Lack of jobs equals poverty and that equals crime. He said that he expected more out of this City Council.

Roxie Royal, City of Newburgh, said that at the last City Council meeting the City Manager reported that he hired four new Police Officers. She asked if he could tell the residents who he hired and what their ethnicity is. She believes that they need to see more of the ethnicity reflected in the police department of the community because sometimes culturally you know more of how to react to someone of the same culture.

Police Chief, Michael Ferrara, responded that there were four Officers hired off of the City list and all four are City residents. They are limited to hiring by score when the Civil Service test is taken and they have to hire from that list. If anyone has any questions regarding the ethnicity of the Officers in the Police Department, that is something that he keeps track of so if anyone is interested they can give him a call and he will go over that with them.

Mark Coolidge, Uncle of Michael Lembhard, said that everyone talks about him having had a lot of Warrants but no one acknowledges that he had these Warrants for not doing his Community Service. He has been trying to put together a non-profit organization called S.O.S. "Save Our Streets". He would like to work with the Courts to give him community workers so that they don't have to be sent to places where they don't want to work. Give them to him and he will get our streets cleaned and we will have a cleaner

Newburgh. He has three Churches ready to be involved in this but he received some blockers telling him that he has to have insurance to clean up garbage. He said that he has obtained the insurance and S.O.S., Save Our Streets for a cleaner Newburgh will be up and running within the next three weeks. He asked the City Council to get in touch with our Judges and get them to look at what he is offering and give these workers to him. He will make sure that they put their hours in and we will have a cleaner Newburgh. The streets won't be full of garbage and maybe we will start to look like Beacon, Middletown or Walden. These kids won't have to run and have stupid Warrants put on them. Many of them don't have jobs so they can't pay their fines and what happens then is they get a Warrant and they get scared and they run. Let's turn these small fines over to Community Service and let's clean our city. He again asked the Council to reach out to our Judges and make this happen. He does have the insurance so he will be running this program within the next three weeks. He has shirts and memos being made up and as they do this they will hang signs up stating "S.O.S. Cleaned Our Street - Please Keep This Block Clean".

Councilwoman Angelo asked Mr. Coolidge to see her after the meeting because she has some information for him.

Mayor Kennedy said that she just heard about this yesterday and she thinks that he is on to something.

Mr. Coolidge said that there is a Father who runs the house on Johnston and Third Street that has parolees and he is willing to give him all of these parolees to start this program. We will have a cleaner Newburgh and we won't have young guys running for not doing Community Service. His Nephew was Michael Lembhard so maybe he can save the next guy who won't have a Warrant for his arrest.

Councilwoman Lee told Mr. Coolidge that she asked his Niece to have him get in touch with her. She has also talked with George Garrison and she can write Judge Ramsey a letter but this is not her project it is his.

Mr. Coolidge said that he is doing it in memory of his Nephew.

Councilwoman Lee continued that this is his initiative and she didn't want to start talking to the Judge without him.

Mayor Kennedy said that she is very encouraged when people step up to the microphone and actually have a solution. She said that she is willing to support this in any way she can.

Mr. Coolidge said that there have been people reaching out even from the Police Department because there are a few Officers who also want to get involved. He added that when there was a report that a child was supposedly kidnapped by South Junior High School he had thirty people out there ready to start knocking on every door out there to find out who the parent of that child was. If S.O.S. can reach out to help the Police Department or anyone in the community, that is what we are going to try to help out for.

Julius Beckwith, Newburgh, said that Ms Royal asked a question about the Police Department and he would like to ask the Chief how active his recruitment program is to hire minorities. Back some years ago he was in litigation with the City of Newburgh and the State of New York were he sued both parties because they had a discriminating program against minorities in the City of Newburgh. He wonders if the Chief is aware that that Federal order is still in effect at this moment.

Police Chief, Michael Ferrara, said that he was here when that original order came out and he is fully aware of the Federal guidelines. He met with the NAACP just this afternoon and talked about future Civil Service tests for Police Officers and their participation in assisting in making future tests available with full information. He believes that in the future they will expand their minority recruitment. They do it every year with posters, through the schools and Colleges here in the City of Newburgh and also with Orange County Community College, Dutchess, Marist and Union College in Poughkeepsie. We can expand that and with the help of the NAACP they will expand on minority recruitment for future tests. He added that they have two Civil Service lists. One is a regular list for all applicants and the other is for just City residents.

Stacey Burks, City of Newburgh, said that he has been fighting for his family's property the last couple of years. By coming to City Council meetings he finds that there is a web that you have to find your way around to get what you want. He is asking the Council to make an amendment to resolution #242-2010 which was a resolution accepting and rejecting bids received at the City property Auction. At that time one of his family members bid on the property at the Auction and then the City rescinded most bids accept for two. He did not know at that time that he could ask for an amendment to that resolution because it took him a while to figure it out but that is what he is asking for now and he is asking that the money that the City currently has also goes to that property so we can put an end to this because it has been going on for a very long time.

Councilman Dillard asked for the address of the property.

Mr. Burks said that the address is 34 Carter Street. His parents owned that house for over thirty some odd years.

Mayor Kennedy asked if he has made any offers to pay the back taxes.

Mr. Burks said that he did that even before the City took it.

Mayor Kennedy said that they probably have to call a special session to talk about that.

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

Submitted and read by Denise Ribble at City Council Meeting 9/24/12

Congratulations on the Dyson Foundation award to redo the City's zoning. I just wanted to know how accurate the THR article was and if the Dyson Foundation stipulated that there should be no RFP to select the consultant or stipulated that AKRF had to be selected?

Speaking of RFP's – What's going on with the Mid-Broadway site? Are the Council and City Manager working "behind closed doors" on a development agreement for public housing to the exclusion of all other revenue enhancing, safety, job creation or tax base improving projects and no RFP. How is it that these very important concerns are not being addressed publically? Why are some property disposition discussions taking place in executive session and others in public?

Just a note of information – If the Council really wanted to promote affordable rental housing, they would pass a rent control ordinance. And if they wanted to be sure that people were living in decent housing they would make sure that all City of Newburgh housing that receives Section 8 funds are inspected and code compliant.

Now I would like to ask a couple of questions about revenue generation. How is the vacant and abandoned registry going? Are the owners of these properties paying their fees? Have the fees been changed to include a yearly increase? What other revenue generating items have been implemented? How many of the people who are losing their homes in this tax auction were given the opportunity to participate in the tax repayment program?

And speaking of revenue generation, what a great idea it would be for the Council to support the proposal from the IDA for the expansion of Littman's Lighting business at 5 Scobie Drive. Private money not asking for a PILOT, environmentally sound site remediation supported by the DEC and DOS (yes the site can be remediated), a quarter of a million dollars in taxes each year and a green (LED lighting) business expansion that is consistent with the recently submitted Northern Newburgh Brownfield Opportunity Area nomination study.

Also, let's not forget that this weekend the City of Newburgh is the featured community for the Open Art Studio tours event and the Hudson Valley ramble.

Submitted and read by Brian Flanery at City Council Meeting 9/24/12

Brian Flannery, 5 Norton Street

This is a follow-up to my comments at the August meeting during the public hearing on the proposed tax exemption.

Two items:

First: When I asked during the public hearing how the proposed exemption compared with the exemption for improvements to one- and two-family buildings that former councilwoman Chris Bello championed, I was told that there's no such exemption in the city charter. That's incorrect. The exemption I'm referring to was adopted by the council on August 8 of last year.

From the City Charter:
CHAPTER 270 ARTICLE XI Exemption for Capital Improvements to Residential Buildings [Adopted 8-8-2011 by L.L. No. 8-2011]:
Purpose; authority.
The City Council of the City of Newburgh encourages property owners of single- and two-family residential dwelling to invest in improvements to one- and two-family buildings used solely for residential purposes by providing an exemption from general municipal taxes pursuant to § 421-f of the Real Property Tax Law of the State of New York.

Second Item: My other comment at the public hearing obliquely questioned the City's assertion that the proposed exemption, in addition to applying to conversions from multiple dwellings to one- and two-family buildings, would apply to improvements to existing one- and two-family buildings. According to the Assessor's Manual, issued by the NYS Department of Taxation and Finance, this exemption applies exclusively to the conversion of multiple dwellings. The instructions for the application form are even more explicit, stating the following. And I quote:

ELIGIBILITY FOR EXEMPTION:
Section 421-k sets forth several exemption criteria:
1. The property for which exemption is sought must be a former multiple dwelling converted to an owner-occupied one- or two-family residence.

As I'm not an expert in this area of the law, I leave it to city officials to explain the apparent contradiction between the state's interpretation of this exemption and the City's. However, I think it's important to resolve any doubt about this matter so that it doesn't come back to haunt the City at a later date.

Thanks

COMMENTS FROM THE COUNCIL

Councilwoman Angelo asked Chief Ferrara about the restaurant called Ole', formerly known as Hacienda, which is near her home. The former owner has taken it over again and there was quite a ruckus going on there the other night with State Troopers and Ambulances.

Police Chief, Michael Ferrara, said that they worked on the Ole' all day and he filed his formal report with the New York State Liquor Authority this afternoon.

Councilwoman Angelo said that they are starting to get calls from the neighbors again and next will be the Petitions. They did receive a very detrimental letter from a couple that lives over in the Foundry about Terrace Lounge. There is always something happening there and they are not good things. We aren't trying to put anyone out of business but there are quite a few tenants and landlords who live in that area who cannot sleep at night on the weekends.

Police Chief, Michael Ferrara, said that they are aware and they are watching them.

Councilwoman Angelo said she doesn't know if the New York State Liquor Authority will step in again or not.

Police Chief, Michael Ferrara, responded that they will.

Councilwoman Angelo said that she is sorry to see that happen. He is trying to conduct a business but the patrons are causing a problem and they are not teenagers. She announced that the Citizens Advisory will meet on Thursday at 7:00 P.M. at the Activity Center. It is open to the public and you can voice your opinions and complaints there. On the morning of October 6th there will be a ceremony to unveil the new bricks down at the waterfront with a brunch at Torches. On October 7th, Father Bill is holding a rededication of Columbus and a Mass and then we will head to the River Rose for a three hour tour and buffet. They met with Mr. Kaplan today and they are planning an Oktoberfest on October 14th on the Waterfront. Jimmy Sturr will be coming over with the Polka Band and they have a lot of nice things planned. With all the bad things happening we still try to plan some good things here in Newburgh. She added that they are also planning a Flea Market. The Ship called the *Lynx* is coming to Newburgh again for three or four days and we are going to try to tie a Flea Market with that. She thanked everyone for coming tonight.

Councilman Dillard stated that on August 29th he sent a package to the Ministers and friends and also gave this package to the City Manager and the Council. This package basically dealt with auditing of the Police Department; a review of the Police Department for past and present policies and procedures. Back in 2009 he felt that they needed to be reviewed. Thus far the City Manager and Corporation Counsel have identified three Auditors and he thinks that three should be enough to gather information. With this package he also listed the reasons why we should have the Auditor come in. Some of those reasons are: Use of excessive force, use of weapons, overtime scheduling, community relations, training, minority hiring, internal and external review and controls. He told the City Manager that this should have been acted upon.

City Manager, Richard Herbek, said that at the last Work Session each Council Member told him that they were going to give him a scope of services.

Councilman Dillard said the scope of services is in his package and the City Manager doesn't need one from every Council Member. He is asking for this and the Council agrees with him. This is very important and even the Police Chief agrees with it. This is an examination of policies and procedures which is needed every so many years.

Mayor Kennedy said that she believes the last one was done in 2005 or 2009.

Councilwoman Lee said that she was given a list as well and she also called and asked for the past project so that she could read that and it was just given to her on Thursday. She wanted to make sure that we weren't asking for some of the same issues to be reviewed and the reason she did that is because she is not confident that what we are looking for was addressed in any of those projects. She thinks that what we are looking for is something different. We are asking that the policies be reviewed not for the purposes of accreditation but reviewed to make sure that we don't have in the policy mechanisms that sanction use of excessive force. That is why she asked to read it and that is why she asked for it to be on the Work Session agenda.

Councilman Dillard said that any professional who does this type of work knows exactly what is needed.

City Manager, Richard Herbek, said that you need to be fairly specific because we are not looking for a $500,000.00 study.

Councilman Dillard said that they are not looking for that. They are looking for someone to indicate what they can do and for how much.

City Manager, Richard Herbek, said that they have Councilman Dillard's list but there may be other things that the other members of the Council are looking for or in addition to.

Councilman Dillard said that he is not going to play this game like we did last year with goals. Last year the City Manager asked for everyone to list goals and not one of those goals has been reviewed.

City Manager, Richard Herbek, said that is not true. It has been less than a year and generally you don't do that until later in the year.

Councilman Dillard said that he has been on the City Council for nearly four years and every year he gets goals.

City Manager, Richard Herbek, noted that a lot has been accomplished.

Councilman Dillard said that he is not saying that. He is asking to accomplish this that's all. Let's get this moving.

City Manager, Richard Herbek, told Councilman Dillard that he hears him.

Councilwoman Lee said that she asked on Wednesday to put that on the agenda. The reason that she wants to read the past study is because she doesn't want to give the same old test. She wants to know how the scoring was done, what was scored and if there is anything in this old report that needs to be in or taken out of the new report. She wants to make sure that what we are looking for is actually in our proposal. She thinks that this should be on the Work Session agenda every week. She also asked for the names of the companies so that she could do a Google search and look at them. She added that she thinks her efforts on this City Council have been to counteract the conspiracy to gentrify the City of Newburgh. She thinks that still right up under our noses there are efforts to gentrify the City of Newburgh to remove people from their place of residence and replace them with a more palatable, ritzy and perhaps more money savvy group. She still has a problem with that and she is very uncomfortable with the Land Bank. She is also uncomfortable with the Greater Newburgh Partnership. We have entities here who would like to make changes in the City but don't want to pay taxes and she is still disturbed by that. In terms of revenue generation, what she would like to see and she has been asking for this all along is that we send letters to these entities who would like to take over our property, tell us what to do in our City and walk around making believe that they are cleaning it up and help us by garnering funding that they would like to control so that they can make believe that they are doing something. She is absolutely sick of the entire thing. In terms of Mr. Littman, she never said that that she didn't want him to bring a business here but that has somehow been spun out of control as are many things that we ask for from this Council seat by members of the public because there is a wave to sell you yet another bill of goods. She had asked for a copy of the plan and said that if he wants to clean up a Brownfield that the DEC says is useless, tell us how you are going to get the funding. This then got spun into Mr. Littman is going to bring jobs. She had never asked about jobs but since we are on the subject tell us how you are going to do that. One of the issues that she is constantly fighting with the public and the Council is that telling her about a wonderful idea doesn't amount to anything if you don't put it in writing. If you are going to bring two hundred jobs, tell her how. If Mr. Littman or anyone else would like to bring some jobs into this City, all they have to do is talk to us about it. Right now the only person that is bringing jobs into this City is George Garrison. He is the only one that actively looks to hire people in the City of Newburgh. It is frustrating and annoying but don't come to her with a poorly thought out plan and expect her to go along with it because then she is offended. She would like to think that she has a better education than that and when you talk to her with nothing in your hand and expect her to just agree with it then you must think she is stupid and she is offended when that happens. She told Mark Coolidge that S.O.S. is a great project. She knows that she could use her license and her skills to help iron out the kinks in this. This is probably the best project that has been talked about in terms of doing something with anti-gangs because these kids that are being arrested are typically part of gangs. If he has the blessing of the Police Department and Officers who want to help to guide this, she thinks that it is a wonderful project and it should be part of something to talk with Courtney Kain about because maybe she could help him to iron it out. It is a great idea and she hopes that he doesn't let it go.

Mayor Kennedy said that a lot was talked about tonight. To Virginia DiOrio she said that the drug paraphernalia in our Bodegas has been bothering her as well so she would like to see that on a Work Session agenda to talk about some ideas on what to do about that. Team Newburgh has been working on getting that paraphernalia out of the Bodegas so she would really like do some creative thinking about what to do about that and do some brainstorming on how to control some of that. In regard to the Vendors, they haven't ironed that out yet but the Carnival money is put into a special account and the Carnival supports itself.

Councilwoman Angelo noted that we had two festivals this year with no security and no problems which is probably a record for the City of Newburgh.

Mayor Kennedy continued that when it comes to publicity you have to call them because the Press doesn't just show up. Whoever is organizing an event has to send out a Press Release and you have to invite the Press to come. They don't just show up at your event. We had this wonderful Basketball Tournament but forgot to call the Press to come in. It was a whole weekend with no issues but we missed a positive Press opportunity because we forgot to contact them. To Mark Coolidge she said that she is very pleased with his idea. Lastly she said that she has heard this idea of gentrification too. She hears it all over the streets so she wants to put it out on the line just exactly what people think gentrification is. When she was out campaigning she had people all through the area say that they were sick and tired of run down buildings filled with rodents and drug dealers and their neighborhoods looking like a trash dump and they asked her why she didn't do something about it. That has been going on for years in this City and many cities have not been able to manage all of these abandoned buildings. When gentrification happened forty some years ago, people were actually moved out of their houses and they lost their homes. The process that is going on right now has nothing to do with moving anybody out of any home.

Councilwoman Lee told Mayor Kennedy that she is talking about Urban Renewal.

Mayor Kennedy said that they hooked gentrification to it and she keeps hearing that work thrown around a lot. What is happening right now is that we have so many buildings that are not taxable. There are empty buildings all over this City and therefore our tax base is struggling. Right now the Land Bank is an idea that has been growing across the United States in order to improve properties in cities with urban blight. What we have been doing hasn't worked so we have to do something else. We are trying now to focus on one specific area which is Broadway to Gidney Avenue and from Grand Street to Dubois Street in order to make an impact. The idea here is to try to improve the properties and then find suitable owners so that it generates taxes. This City is struggling for taxes. We can't support it without a new tax base. That comes back around to jobs. This City government does not generate many jobs. We have two hundred employees so governments do not generate jobs. New businesses in this City will generate jobs. We are working on getting new businesses in this City but the one thing they ask is if it is safe. They want to know if it is safe to come here. We may think its safe but the outsiders read the bad Press so the one thing we can do to bring businesses here to provide jobs is to clean up this City and make it safe. If you can help do that then you will change the perception of the City of Newburgh and we have businesses who want to invest here. We need real jobs with real businesses. She wants everyone to understand that what they are trying to do is clean up the City and make it safe. Then we can do some real economic development in this City. We need to identify locations and go out and actively recruit businesses to come here. She wants to encourage business.

There being no further comments Councilwoman Lee moved and Councilwoman Angelo seconded to adjourn the meeting. All in favor the meeting adjourned at 9:00 P.M.

LORENE VITEK
CITY CLERK

City Clerk Monthly Report
September 01, 2012 - September 30, 2012

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	18	315.00
			Sub-Total:	$315.00
1550	Bordatella Booster	Bordatella Booster	1	38.00
			Sub-Total:	$38.00
A1255	Conservation	Conservation	8	62.12
			Sub-Total:	$62.12
A12550003	Misc. Fees	Certified Copies - Marriage	20	200.00
			Sub-Total:	$200.00
A12550008	Misc. Fees	Copies	35	8.75
			Sub-Total:	$8.75
A12550012	Thumbprint Fee	Thumbrpint Fee	1	5.00
			Sub-Total:	$5.00
A15200001	False Alarms	False Alarms	1	875.00
			Sub-Total:	$875.00
A1550	Public Pound	Public Pound	3	30.00
			Sub-Total:	$30.00
A15500004	Dog Redemption	Redemptions	1	35.00
			Sub-Total:	$35.00
A15500010	Vet Bill (rabies)	Vet Bill (Rabies)	3	84.00
			Sub-Total:	$84.00
A21150012	Zoning Map 11x17	Zoning Map 11x17	1	10.00
			Sub-Total:	$10.00
A2544	Dog Licensing	Female, Spayed	9	67.50
		Female, Unspayed	2	25.00
		Male, Neutered	4	30.00
		Male, Unneutered	5	62.50
			Sub-Total:	$185.00
A25900008	Alarm Permit	Alarm Permit	2	200.00
			Sub-Total:	$200.00
A25900012	Peddlers Permit	With Vehicle - Per Month	1	50.00
			Sub-Total:	$50.00
A25900019	Taxi Application Fee	Taxi Application Fee	1	100.00
			Sub-Total:	$100.00
A25900020	Taxi Drivers License	Taxi Drivers License	1	100.00
			Sub-Total:	$100.00

CITY OF NEWBURGH

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LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

OCTOBER 3, 2012

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: REGISTRAR OF VITAL STATISTICS

I RESPECTFULLY REPORT THAT THERE HAS BEEN RECEIVED IN THE OFFICE OF VITAL STATISTICS DURING THE MONTH OF SEPTEMBER 2012 THE SUM OF $3,994.00 AS FOLLOWS:

183 CERTIFIED COPIES OF BIRTH CERTIFICATES	$1,830.00
216 CERTIFIED COPIES OF DEATH CERTIFICATES	$2,164.00
TOTAL	$3,994.00

IN ADDITION:

740 BIRTHS HAVE BEEN FILED IN THIS OFFICE TO DATE,

455 DEATHS HAVE BEEN FILED IN THIS OFFICE TO DATE,

Lorene Vitek

LORENE VITEK

PERSONNEL REPORT
CIVIL SERVICE COMMISSION
SEPTEMBER 2012

ASSESSOR:	David Kohl 424 Carpenter Avenue Newburgh, NY	Assistant Assessor P/T Appt. Provisional 9/5/12 $21,881
POLICE:	Christina Schluter 17 Berry Street Wallkill, NY	Police Sergeant Promoted 9/7/12 $81,941
	John Buckley 2 Park Place Newburgh, NY	Detective I Appt. Temporary 9/7/12 $68,637
	Brian Southworth 260 Carpenter Avenue Newburgh, NY	Police Officer Appointed 9/10/12 $40,000
	Alvaro Farias 32 Monument Street Newburgh, NY	Police Officer (SS) Appointed 9/11/12 $40,000
	Ricardo Rivera 195 Lake Drive Newburgh, NY	Police Officer Appointed 9/12/12 $40,000
	Charles Cruz 10A Dickson Street Newburgh, NY	Police Officer (SS) Appointed 9/13/12 $40,000

DPW:	Michael Friedman 1130 Rt. 52 Walden, NY	Sanitation Worker Resigned 9/6/12 $42,635
	Joecephous Smith Jr. 12 Bush Avenue Newburgh, NY	Sanitation Worker From Temp to Permanent 9/7/12 $38,748
	Sean Jones 186 Chambers St Newburgh, NY	Sanitation Worker - Temp from Temp Bldg. Maint. Worker 9/7/12 $16/hr.
WATER:	Robert Gerdes 228 Clay Hill Rd. Kerhonkson, NY	Heavy Equip Operator End of Temp Assignment 9/26/12 $47,113

RESOLUTION NO.: 170 - 2012

OF

OCTOBER 9, 2012

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 13, 2012 TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE 2013 BUDGET FOR THE CITY OF NEWBURGH

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section 8.15 a public hearing will be held to receive comments concerning the adoption of the 2013 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a special City Council meeting of the Council to be held at 7:00 p.m. on the 13th day of November, 2012, at the Activity Center, 401 Washington Street, Newburgh, New York.

RESOLUTION NO.: 171 - 2012

OF

OCTOBER 9, 2012

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH OTIS ELEVATOR TO PROVIDE MAINTENANCE AND REPAIRS ON SIX (6) ELEVATORS LOCATED AT VARIOUS CITY FACILITIES PROVIDING FOR A THREE (3) YEAR TERM AT A BASE BID COST OF $1,080.00 PER MONTH

WHEREAS, the City of Newburgh has duly advertised for bids for the Elevator Maintenance and Repair Services Contract; and

WHEREAS, bids have been duly received and opened and Otis Elevator is the low bidder;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Elevator Maintenance and Repair Services Contract be and it hereby is awarded to Otis Elevator, providing for a three (3) year term at a base bid cost of $1080.00 per month, and that the City Manager be and he is hereby authorized to enter into the annexed contract for such work in this amount.

UNITED TECHNOLOGIES OTIS ELEVATOR **ACKNOWLEDGMENT**	Contract Number Your Order Number RWS - 208230981 Date Acknowledged 9/13/2012
Thank you for your order Please refer to our contract number in all correspondence. Address all inquiries to: **Otis Elevator Company** 41 Page Park Drive Poughkeepsie, NY 12603	Sold To City of Newburgh Job Location City Hall – 83 Broadway; City Courthouse – 300 Broadway; Grand Street Courthouse – 123 Grand Street; and Youth Bureau – 104 South Lander Street.

Thank you for allowing us the opportunity to do business with your company. Enclosed are 2 copies of our Agreement with you dated 9/13/2012. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. It is also understood that our proposal dated 9/13/2012 is made a part of this Agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished or our scope of work, and that the terms included herein will be deemed accepted by you upon our commencement of the Work.

We will accept the terms of the contract between the Owner and General Contractor, only to the extent that those terms do not add to, conflict with or otherwise change the provisions of the specifications, plans, our subcontract agreement, and our scope of work.

Request for Price Quote:

Section 6.0 Work Included Under the Contract

Otis is not required to alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities.

Otis will not be responsible for car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures; hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards. Otis will also not be responsible for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Otis, or instructions or warnings in connection with use by passengers.

Section 9.0 Damage to City Property

Delete the second sentence providing "Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City" and replace the same with "Contractor shall repair any damage caused by Contractor to the satisfaction of City at no cost to the City."

Section 11.0 Work Area Cleaning and Safety Requirements

Third paragraph delete the first sentence providing "The Contractor shall be responsible for providing and for the placement of barricades, safety cones, flag tape and any other safety control equipment required to protect employees, the public, surrounding areas, equipment and vehicles" and replace the same with "The Contractor shall be responsible for providing and for the placement of barricades, safety cones, flag tape and any other safety control equipment required to protect employees, the public, surrounding areas, equipment and vehicles during the performance of its work."

<u>Request for Price Quote – General Terms and Conditions:</u>

Section 5.0 Indemnification Clause

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

Section 6.0 Insurance Requirements

We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance policies, certified or otherwise. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of $2,000,000.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

Section 9.0 Suspension or Debarment

FAR 52.209-5 <u>Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (May 2008)</u>

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) <u>**ARE NOT**</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) HAVE, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) <u>**ARE NOT**</u> presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) <u>**HAVE NOT**</u>, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

Note: Otis Elevator Company is a subsidiary of United Technologies Corporation (UTC). Between September, 1992 and September, 1998, the Department of Defense (DoD), acting through the Navy's Procurement Integrity Office (within the Office of the General Counsel), and UTC operated under an Administrative Agreement, which provided for the continuing oversight of UTC's compliance programs and matters of present responsibility. UTC continues to provide regular reports to the Navy, and the Navy continues to act as the focal point for review of UTC present responsibility matters. The Navy's Procurement Integrity Office is aware of the following matters:

As referenced in (a)(1)(i)(B) above, UTC's Pratt & Whitney Division (P&W) had a civil judgment rendered against it for $7.09 million in the matter of <u>U.S. v. United Technologies Corporation</u>, Civ. No. C-99-093, decided August 1,

2008. The trial court found that P&W violated the civil False Claims Act by not adhering to the methods of calculating major supplier costs and inflation indices stated in its proposal. The government alleged $624 million in damages and penalties. The trial judge held that the government had not suffered any actual damages during the years of contract performance (1986-1991) because P&W had made significant price concessions in each of those years. In the absence of actual damages, the court applied the civil penalty of $10,000 to each of the 709 invoices P&W submitted under the contract.

As referenced in (a)(1)(i)(C) above, UTC is a named defendant in a suit filed by a former employee under the civil False Claims Act, U.S. ex rel. Drake v. Norden Systems, Inc., and United Technologies Corporation, Civ. No. 394CV00963(PCD) D. Conn., filed June 14, 1994), which involves allegations that Norden improperly accounted for fixed assets (including charging state taxes and depreciation costs for assets that were not verified). Although this case was dismissed in its entirety on Feb. 19, 2003, the court's decision was partially reversed on appeal and this case was remanded to the trial court on July 14, 2004. UTC has been dismissed as a defendant;

Regarding (a)(1)(i)(D) above, Offeror has no knowledge presently of any disclosable unsatisfied delinquencies, but has approximately 300 corporate entities in the U.S. that may have been notified of delinquencies in various federal income, withholding, and/or excise or other taxes within the prior 3 years. Upon information and belief, no such delinquencies exceed the monetary threshold or remain unsatisfied after final judicial action.

(ii) The Offeror HAS NOT within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Section 10.0 Termination for Convenience
Otis does not agree to termination for convenience purposes.

Section 11.0 Termination for Default
The Customer may, by written notice to Otis, terminate this Contract if Otis fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

Section 15.0 Force Majeure
Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God.

Section 18.0 Rights and Remedies of the City for Default
Contractor will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

In General:

Warranty

Otis' warranty is limited to the repair or replacement, at Otis' discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Otis during the term of this contract. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Software

Otis shall provide its maintenance personnel with the appropriate (as determined by Otis in its sole discretion) tools to enable Otis to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Otis and nothing in this Agreement shall be construed to obligate Otis to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

Safe Access

Customer agrees to provide Otis with unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris.

OTIS

OTIS MAINTENANCE

DATE: 09/13/2012

TO:
City of Newburgh
83 Broadway, 4th Floor
Newburgh, NY 12550

FROM:
Otis Elevator Company
41 Page Park Drive
Poughkeepsie, NY 12603

EQUIPMENT LOCATION:
Multiple Buildings
Newburgh, NY 12550

Gregg Spinelli
Phone: (845) 452-3485 ext 12
Fax:(860) 353-7527

PROPOSAL NUMBER: RWS - 208230981

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Equipment Type	Machine Numbers
1	Otis Elevator Company	Hydraulic	478754
3	Schindler Elevator	Hydraulic	TBD
1	Otis Elevator Company	Hydraulic	356200
1	LULA	LULA-LIFT	D81286

OTIS MAINTENANCE
We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM℠
We will use the Otis Maintenance Management System℠ preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS® standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE
We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.

- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

OTIS MAINTENANCE

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS® program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assumes any duty to warn.

REPORTS – e*SERVICE

We will use the OMMS® program to record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

OTIS MAINTENANCE

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS MAINTENANCE

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE®service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

ALTERATIONS

If you allow others to make alterations, additions, adjustments, or repairs to the equipment, we will not be responsible for such nor for any repairs or maintenance claims, or accidents arising out of the same.

SPECIAL PROVISIONS

Overtime Repairs

Overtime repairs are included as part of the Contract.

CONTRACT PRICE AND TERM

CONTRACT PRICE

One thousand eighty dollars ($1,080.00) per month, payable ~~annually~~ Monthly

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. **Material**

One hundred eight dollars ($108.00) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **07/01/2012** which was **215.400.**

B. **Labor**

Nine hundred seventy-two dollars ($972.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2012** which was **80.080.** The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 10/1/2012.

The Term of this Contract unless modified under the extended term below, will be for ~~five (5)~~ three 3 years beginning on the Commencement Date. ~~The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.~~

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

Extended Contract Term	Extended Term Discount	Selection	Initial
Ten (10) Years	3%	☐	____
Fifteen (15) Years	5%	☐	____
Twenty (20) Years	7%	☐	____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the selected Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

Nonperformance

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

If an alternate payment plan is selected other than the standard annual payment, the following additional cost will be applied to the net billing amount:

Billing Frequency	Add to Contract Price	Selection	Initial
Semiannual	~~1%~~ cs	☐	____
Quarterly	~~3%~~ cc	☐	____
Monthly	~~4%~~ DS	☐	____

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

OTIS MAINTENANCE

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Gregg Spinelli

Title: Account Manager

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Date: ____________

Signed: ____________

Print Name: ____________

Title: ____________

E-mail: ____________

Otis Elevator Company
Approved by Authorized Representative

Date: ____________

Signed: ____________

Print Name: Tony Belluscio

Title: Branch Manager

Name of Company: ____________

☐ Principal, Owner or
Authorized Representative of Principal or Owner

☐ Agent: ____________
(Name of Principal or Owner)

OTIS MAINTENANCE

REQUEST FOR PRICE QUOTE

ELEVATOR MAINTENANCE AND REPAIR SERVICES

RFPQ No. 8-12 FOR CITY OF NEWBURGH, NEW YORK

OFFER AND ACCEPTANCE

OFFER TO THE CITY OF NEWBURGH:

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of submittal, to furnish the requested services, at the prices set forth in this quotation, at the designated location(s) within the time specified herein and subject to the terms and conditions of this request for price quote. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

OTIS Elevator Company
Company Name:

41 Page Park Drive
Mailing Address:

Poughkeepsie, NY 12603
City, State and Zip Code:

13-5583389
Federal Employer Identification Number

New York State Registrar of Contractors Licensed Contractors Name

For Clarification of this Offer, Contact:

Gregg Spivelli
Name (Print)

Account Manager
Title (Print)

(845) 452-3485 Ex- 12
Phone Number

gregg.spivelli@otis.com
E-Mail

License Number and Expiration Date

Signature of Person Authorized to Sign Offer:

Signature (*must be signed in* **blue ink**)

Anthony Belluscio
Printed Name

Branch Manager
Title

518-330-1791
Phone Number

tony.belluscio@otis.com
E-mail

☐ No Quote We are not submitting a Written Quotation at this time but request our name to (*circle one*) **remain / be removed** from the City's list for future solicitations. *REASON FOR NOT SUBMITTING AT THIS TIME:*

REQUEST FOR PRICE QUOTE

ELEVATOR MAINTENANCE AND REPAIR SERVICES

RFPQ NO. 8-12 FOR CITY OF NEWBURGH, NEW YORK

ACCEPTANCE OF OFFER

This offer is hereby accepted.

The Contractor is now bound to provide the materials, equipment or services listed by the attached contract and based upon the Solicitation, including all terms, conditions, specifications, statement of work, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Agreement No. RFPQ 6-12 – Elevator Maintenance and Repair Services.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a formal Notice to Proceed, Purchase Order, or is otherwise directed to do so in writing by the City's Authorized Representative.

This Agreement is entered into this __________day ______________________ 2012.

CONTRACTOR:

Authorized Signature (*blue ink*)

Anthony Belluscio
Branch Manager
Printed or Typed Signature and Title

OTIS
Firm Name

41 Page Park Dr
Mailing Address

Poughkeepsie NY
City State Zip Code

FOR THE CITY:

Richard F. Herbek, City Manager

Approved as to Form:

Michelle Kelson, Corporation Counsel

Approved as to Finances:

Cheryl A. Gross, City Comptroller

REQUEST FOR PRICE QUOTE

ELEVATOR MAINTENANCE AND REPAIR SERVICES

RFPQ NO. 8-12 FOR CITY OF NEWBURGH, NEW YORK

NON-COLLUSION AFFIDAVIT

STATE OF New York)
) SS:
County of Rensselaer)

I, Anthony Belluscio of the (Town, Village, City) of Brunswick in the County of Rensselaer and the State of New York of full age, being duly sworn according to law on my oath depose and say that:

I am Anthony Belluscio, an officer of the firm of OTIS Elevator the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by (Contractor's Name) OTIS Elevator.

Subscribed and sworn to

Anthony Belluscio
Branch Manager

(Signature above in *blue ink*; also type or print name and title of affiant next to signature)

before me this 13th day

of August 2012

Kerrie Joiner-Burger
Notary Public of

Notary Seal
KERRIE JOINER-BURGER
Notary Public, State Of New York
No. 01JO6059392
Qualified in Rensselaer County
My Commission Expires May 29, 15

My commission expires May 29, 2015

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH QUOTE

RESOLUTION NO.: 172-2012

OF

OCTOBER 9, 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR WATER STORAGE TANK IMPROVEMENT PROJECT, DECLARING THE PROJECT TO BE AN UNLISTED ACTION, ADOPTING PART I OF THE ENVIRONMENTAL ASSESSMENT FORM, ISSUING A NEGATIVE DECLARATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL SEQRA DOCUMENTS

WHEREAS, by Resolution No. 252-2011 of December 12, 2011, the City Council of the City of Newburgh (the "City') awarded a bid to Barton And Loguidice, P.C. for professional services in connection with the repair or replacement of City of Newburgh water storage tanks; and

WHEREAS, the City is proposing improvements to three of its water storage tanks, which will include repairs to the 1MG Brady Avenue and 2MG Ellis Avenue water storage tanks, the construction of a new 1.5MG water storage tank immediately adjacent to the existing 1.5MG Marne Avenue water storage tank and the decommissioning of the existing Marne Avenue water storage tank. The proposed projects are located in the City of Newburgh, Orange County, New York (the "Project"); and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the Project; and

WHEREAS, pursuant to the SEQRA Regulations, the City has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.7of the SEQRA Regulations, and (b) examining the short EAF for the Project, including the facts and conclusions on Page 1 and 2 of the EAF, together with other available supporting information, to identify the relevant areas of environmental concern and wishes to establish itself as Lead Agency for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. The City Council of the City of Newburgh hereby declares itself as the Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6;

2. the Project constitutes an "unlisted action", as the quoted term is defined in the SEQRA Regulations;

3. adopts Part I of the Environmental Assessment Form;

4. determines that the Project will not have a significant adverse environmental impact, will not require the preparation of a Draft Environmental Impact Statement and issues a Negative Declaration with respect thereto;

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. As a consequence of such findings and declaration and in compliance with the requirements of SEQRA, the City of Newburgh, as lead agency, hereby directs the City Engineer to prepare a Negative Declaration in accordance with 6 NYCRR § 617.12 and to file a copy of the Negative Declaration for the Project in accordance with the SEQRA regulations; and

2. The City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary to complete the SEQRA process for the Project.

617.20

Appendix C

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR
City of Newburgh

2. PROJECT NAME
Water Storage Tanks Improvements Project

3. PROJECT LOCATION:
Municipality City of Newburgh County Orange

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)
The Marne Avenue tank site is located along Marne Avenue, north of its intersection with Mandigo Place. The Brady Avenue tank is located along Brady Avenue, west of its intersection with Barton Street. The Ellis Avenue tank is located at the souternmost end of Ellis Avenue. Refer to attached location map for specific locations.

5. PROPOSED ACTION IS:
☐ New ☐ Expansion ☑ Modification/alteration

6. DESCRIBE PROJECT BRIEFLY:
The Marne Avenue tank is proposed to be replaced in kind immediately adjacent to the existing tank. The work will include the installation of new tank and associated piping to connect to existing distribution system. Disturbance is anticipated to lie within the existing property lines. The Brady Avenue and Ellis Avenue tank improvements are limited to general repairs of the existing tanks and appurtances. No site disturbances are anticipated for these two tanks.

7. AMOUNT OF LAND AFFECTED:
Initially >1 acres Ultimately >1 acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?
☑ Yes ☐ No If No, describe briefly

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?
☑ Residential ☐ Industrial ☐ Commercial ☐ Agriculture ☐ Park/Forest/Open Space ☐ Other
Describe:

10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)?
☑ Yes ☐ No If Yes, list agency(s) name and permit/approvals:
Orange County Department of Health will issue their approval.
There is currently an application in for funding with the New York State Environmental Facilities Corporation.

11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL?
☐ Yes ☑ No If Yes, list agency(s) name and permit/approvals:

12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION?
☐ Yes ☑ No

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: ______________________ Date: __________

Signature: ______________________

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

OVER

Reset

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.

☐ Yes ☑ No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.

☐ Yes ☑ No

C. COULD ACTION RESULT IN **ANY** ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

Disturbance at the Marne Avenue tank will be less than an acre. The tank will be replaced in kind and therefore no new impacts are expected. Temporary impacts are associated with construction.

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

The NYS State Historic Preservation Office's online tools were used to determine that no significant impact would be seen at the project location. Supporting documentation is attached.

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

The NYS Natural Heritage Program's online tools were used to determine that no significant impact would be seen at the project location. Supporting documentation is attached.

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

The Marne Avenue tank will be replaced in kind and therefore no impacts are anticipated.

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

The Marne Avenue tank will be replaced in kind and therefore no impacts are anticipated.

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

The Marne Avenue tank will be replaced in kind and therefore no impacts are anticipated.

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:

The Marne Avenue tank will be replaced in kind and therefore no impacts are anticipated.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?

☐ Yes ☑ No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?

☐ Yes ☑ No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

☐ Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

☑ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (If different from responsible officer)

Reset

12-12-79 (3/99)-9c

SEQR

State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number 1352.002 Date:

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The City of Newburgh as lead agency, has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Impact Statement will not be prepared.

Name of Action:

Newburgh Water Storage Tanks Improvements Project.

SEQR Status: Type 1 ☐
Unlisted ☑

Conditioned Negative Declaration: ☐ Yes
☑ No

Description of Action:

The Water Storage Tanks Improvements Project includes improvements to three of the City's water storage tanks. Repairs will be made to the 2MG Ellis Avenue and 1MG Brady Avenue tanks. The 1.5MG Marne Avenue tank will be replaced in kind immediately adjacent to the existing tank. The existing 1.5MG Marne Avenue tank will be decommissioned once the proposed tank construction is complete.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

Ellis Avenue, Brady Avenue and Marne Avenue within City of Newburgh city limits, map attached.

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

The City Council for the City of Newburgh has reviewed the Short EAF and criteria contained in Subdivision C of section 617.7 NYCRR part 617 and other supporting information to identify the relevant areas of environmental concern. It has been determined that the proposed action will have little environmental effect on surrounding areas.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of pubication In the ENB)

For Further Information:

Contact Person: Craig Marti, City Engineer

Address: 83 Broadway, Newburgh, New York 12550

Telephone Number: (845) 569-7300

For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:

Chief Executive Officer , Town / City / Village of

Other involved agencies (If any)

Applicant (If any)

Environmental Notice Bulletin, 625 Broadway, Albany NY, 12233-1750 (Type One Actions only)

RESOLUTION NO.: 173 - 2012

OF

OCTOBER 9, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A VENDOR SERVICE AGREEMENT WITH GIRL SCOUTS HEART OF THE HUDSON IN CONNECTION WITH THE CURRENT REQUIREMENTS OF THE TWENTY FIRST CENTURY GRANT PROGRAM AND A VENDOR SERVICE AGREEMENT WITH MADELINE TORRES-DIAZ AS THE TWENTY FIRST CENTURY GRANT EVALUATOR FOR A TOTAL AMOUNT NOT TO EXCEED $21,000.00

WHEREAS, by Resolution No.: 181-2009 of November 23, 2009, the City Council authorized the City Manager to accept monies from the New York State Department of Education for the 21st Century Community Learning Centers Grant; and

WHEREAS, said grant was awarded in the spring of 2008 for a five (5) year period; and

WHEREAS, the City's 21st Century Community Learning Centers Program provides strengthening and expanding opportunities afterschool for children and youth; and

WHEREAS, it is necessary and appropriate to enter into vendor service agreements with the City's 21st Century Community Learning Centers Program with various service providers for the final fiscal year of said grant period beginning October 1, 2012 and ending on June 30, 2013 for the following amounts:

Girl Scouts Heart of the Hudson	$ 6,000.00
Madeline Torres-Diaz	$15,000.00

WHEREAS, the Council has reviewed the attached Agreements and has determined that it is in the best interest of the City of Newburgh and its residents to accept and expend such funds to enhance the community and strengthen afterschool services to Newburgh's children and youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute a Vendor Service Agreement with Girl Scouts Heart of the Hudson in connection with the current requirements of the Twenty First Century Grant Program and a vendor service agreement with Madeline Torres-Diaz as the Twenty First Century Grant Evaluator for a total amount not to exceed $21,000.00.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this ______ day of __________, 2012, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Girl Scouts Heart of the Hudson, 2 Great Oak Lane, Pleasantville, NY 10570 hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

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

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of $5,000.00 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 14. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.
In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

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

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH	VENDOR
BY: ______________________	BY: [signature]
RICHARD F. HERBEK, ACTING CITY MANAGER	PAMELA ANDERSON VENDOR CEO, GSHH, Inc
DATE: ______________________	DATE: 8/29/12

SCHEDULE A

SCOPE OF SERVICES

Leadership development organization for girls in grades K-12.

SCHEDULE B

FEES AND EXPENSES

Contract amount: $6,000.00 (not to be exceeded)

Approved as to form:

MICHELLE KELSON
Corporation Counsel

CHERYL A. GROSS
City Comptroller

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this ______ day of ___________, 2012, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **Madeline Torres-Diaz**, a firm with principal offices at 29 Chestnut Avenue, Middletown, NY 10940, hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

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

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of $~~11,231~~.00 15,000.00 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

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VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

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VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 14. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

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

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

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The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH	VENDOR
BY: ______________________	BY: Madeline Torres-Diaz
RICHARD F. HERBEK, ACTING CITY MANAGER	MADELINE TORRES-DIAZ CONSULTANT
DATE: ______________________	DATE: 09-04-2012

SCHEDULE A

SCOPE OF SERVICES

Scope of Work:

Staff Development and Training (topics to vary)
Collect and Respond to Data
Two official site visits to ensure compliance
Two Facilitator a self-assessment of total program
Development of program evaluation and corrective action steps
Annual Performance Report assistance and readiness
Research sustainability

SCHEDULE B

FEES AND EXPENSES

Contract Duration: July 1 2011-June 30, 2012
Contract Amount: $~~11,231~~.00 $15,000 (mhd)

RESOLUTION NO.: 174 - 2012

OF

OCTOBER 9, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT AN OFFER TO GIFT TO THE CITY PROPERTIES KNOWN AS 285 GRAND STREET (SECTION 10, BLOCK 1, LOT 10) AND 285 GRAND STREET REAR (SECTION 10, BLOCK 1, LOT 11) IN THE CITY OF NEWBURGH

WHEREAS, an offer to gift properties located at 285 Grand Street (Section 10, Block 1, Lot 10) and 285 Grand Street Rear (Section 10, Block 1, Lot 11) has been received from Robert Rabinowitz of Blue Line Trading Corporation; and

WHEREAS, such offer has been reviewed by the involved City departments and it has been determined to be in the best interests of the City of Newburgh to accept;

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 gift of properties located at 285 Grand Street (Section 10, Block 1, Lot 10) and 285 Grand Street Rear (Section 10, Block 1, Lot 11) in the City of Newburgh from Blue Line Trading Corporation to the City of Newburgh.

RESOLUTION NO. 175 - 2012

OF

OCTOBER 9, 2012

A RESOLUTION AUTHORIZING THE REMOVAL OF THE PARCEL 34 CARTER STREET (SECTION 22, BLOCK 2, LOT 26) NUNC PRO TUNC FROM THE OCTOBER 3, 2012 PROPERTY AUCTION

BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following parcel shall be removed Nunc Pro Tunc from the October 3, 2012 Property Auction:

34 Carter Street	22 - 2 - 26

RESOLUTION NO.: 176 - 2012

OF

OCTOBER 9, 2012

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 205 LAKE DRIVE (SECTION 33, BLOCK 7, LOT 29.3) AT PRIVATE SALE TO INDEPENDENT LIVING, INC. FOR THE AMOUNT OF $100.00

WHEREAS, the City of Newburgh is the owner of real property known as 205 Lake Drive, more accurately described as Section 33, Block 7, Lot 29.3 on the official tax map of the City of Newburgh; and

WHEREAS, the City may sell real property owned by or in the control of the City of Newburgh through public or private transaction; and

WHEREAS, the City of Newburgh now desires to sell 205 Lake Drive to Independent Living, Inc. as a contribution to the development of Independence Square, a mixed-tenancy housing complex, which will further enhance the development of the City of Newburgh; and

WHEREAS, Independent Living, Inc. 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 Independent Living, for the amount of One Hundred ($100.00) Dollars; and

WHEREAS, the prospective buyer shall combine the premises conveyed herein, identified as 205 Lake Drive, Section 33, Block 7, Lot 29.3, with the premises presently owned by Independent Living, Inc. known as 70 Lake Drive, Section 33, Block 7, Lot 24 on the official tax map of the City of Newburgh as one lot of record within one (1) year of the date of conveyance from the City of Newburgh to Independent Living, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in cash, money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before February 5, 2012, being one hundred twenty (120) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
205 Lake Drive	33 - 7 - 29.3	Independent Living, Inc.	$100.00

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

RESOLUTION NO.: 177 - 2012

OF

OCTOBER 9, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LICENSE AGREEMENT WITH
HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.
TO PERMIT ACCESS TO CITY OWNED PROPERTY
LOCATED AT 12 LUTHERAN STREET (SECTION 29, BLOCK 8, LOT 10)
FOR THE PURPOSES OF PERFORMING CERTAIN PREDEVELOPMENT ACTIVITIES

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has purchased property from the City of Newburgh known as 10 Lutheran Street, more accurately described as Section 29, Block 8, Lot 9 on the official tax map of the City of Newburgh; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has requested that the City of Newburgh allow them access to 12 Lutheran Street more accurately described as Section 29, Block 8, Lot 10 on the official tax map of the City of Newburgh, for the purposes of continuing for performing certain predevelopment activities to determine whether to purchase 12 Lutheran Street; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Habitat for Humanity of Greater Newburgh, Inc., and their contracted agents to allow access to 12 Lutheran Street for the purposes of performing certain predevelopment activities.

LICENSE AGREEMENT

This Agreement, made this _____ day of _______________, two thousand and twelve by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a private business organization having an address of, 125 Washington Street, Newburgh, New York 12550, and their consultants and contractors as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, known as 12 Lutheran Street, and more accurately described on the official tax map of the City of Newburgh, New York as Section 29, Block 8, Lot 10.

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

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

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 12 Lutheran Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain tasks on said property owned by Licensor, including but not limited to excavating, filling, boring, testing, sampling, restoration and any and all other work appurtenant thereto.

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

Third: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

Fourth: Licensee will perform the subject work in connection with a site assessment and evaluation of a vacant residential property, including walk-through inspection, review of City of Newburgh and other records, review of governmental environmental records and data, and other measures relating to underground tanks, potential contamination issues, demolition of structures and related tasks. In the contract by which Licensee retains consultants and contractors, they shall name City as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

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

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

WITNESSETH: THE CITY OF NEWBURGH

LICENSOR

By: ______________________________

Richard F. Herbek, City Manager

HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.

LICENSEE

By: ______________________________

Cathy Collins, Executive Director

RESOLUTION NO.: 178 - 2012

OF

OCTOBER 9, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH
VIETNAM VETERANS OF AMERICA, HUDSON HIGHLANDS CHAPTER 537,
TO ALLOW ACCESS TO CITY OWNED PROPERTY FOR THE PURPOSE OF MAKING
IMPROVEMENTS TO THE ORANGE COUNTY VETERANS MEMORIAL

WHEREAS, The City of Newburgh owns certain property located at or bounded by Balmville Road, Leroy Place and Grand Avenue, which serves as a memorial for Orange County residents who died in serving the United States in World War I, World War II, Korea and Vietnam; and

WHEREAS, the Vietnam Veterans of America, Hudson Highlands Chapter 537 has requested access to the Orange County Veterans Memorial for the purpose of making improvements thereto, including but not limited to removing a utility pole and replacing with underground wiring, installation of a stone wall surrounding flag poles, landscaping, blacktopping and related work, at no cost to the City of Newburgh; and

WHEREAS, the City Council of the City of Newburgh finds that permitting such access for the purpose of making such improvements to the Orange County Veterans Memorial is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with Vietnam Veterans of America, Hudson Highlands Chapter to allow access to City owned property located at or bounded by Balmville Road, Leroy Place and Grand Avenue for the purpose of repairs, maintenance and improvements to the Orange County Veterans Memorial.

LICENSE AGREEMENT

This Agreement, made this _____ day of _______________, two thousand and twelve, by and between VIETNAM VETERANS OF AMERICA, HUDSON HIGHLANDS CHAPTER 537, a New York Corporation with an address of P.O. Box 123, Newburgh, New York 12551 as "LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

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

Site Plan, Orange County Veterans Memorial

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

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

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at or bounded by Balmville Road, Leroy Place and Grand Avenue, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform maintenance, repairs and improvements to property owned by Licensor and used as and for a memorial to Orange County residents who died in serving the United States in World War I, World War II, Korea and Vietnam as shown on the attached site plan and drawing; and to maintain, repair and enhance said property, including but not limited to removing a utility pole and replacing with underground wiring, installation of a stone wall surrounding flag poles, landscaping, blacktopping and any and all other work appurtenant thereto.

Second: Licensee shall install, use and maintain said improvements on said premises in such location and position and as to any such work upon or under property of Licensor in such manner as will be satisfactory to Licensor.

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

Fourth: Licensor acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

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

Sixth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

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

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

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: ______________________________

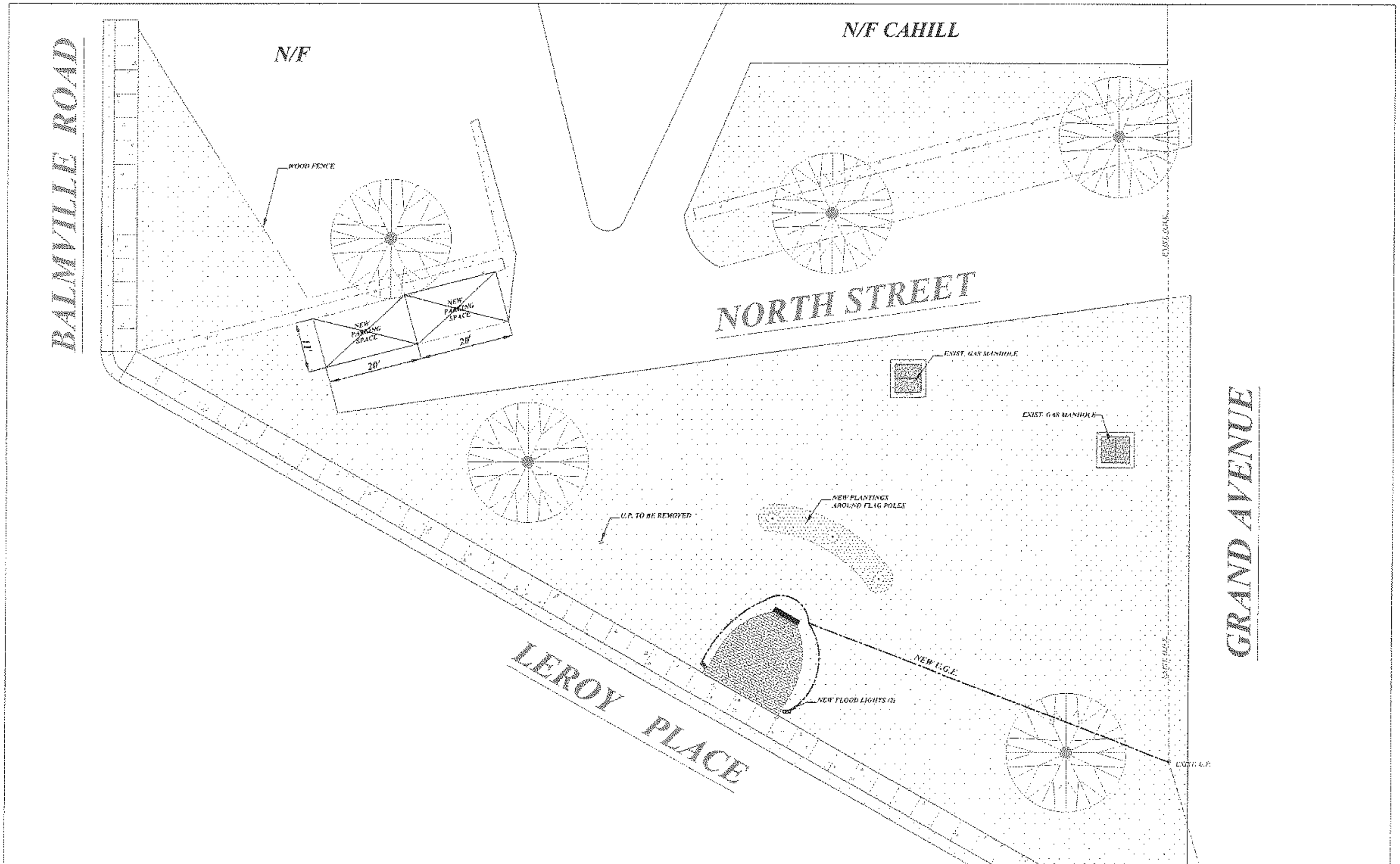
Richard F. Herbek, City Manager

VIETNAM VETERANS OF AMERICA
HUDSON HIGHLANDS, CHAPTER 537

LICENSEE

By: ______________________________

Executive Officer



SITE PLAN
ORANGE COUNTY VETERANS MEMORIAL

DATE: 9/3/12 **SCALE: N.T.S.**

RESOLUTION NO.: 179 - 2012

OF

OCTOBER 9, 2012

RESOLUTION AMENDING RESOLUTION NO: 238-2011,
THE 2012 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER $1,200,000.00 FROM SEWER FUND BALANCE
TO SOUTH INTERCEPTOR PH II TO PROVIDE FOR EMERGENCY SEWER REPAIRS
TO THE WEST TRUNK SEWER LINE

WHEREAS, major sewer trunk line failure occurred on a portion of the West Trunk Sewer Line, resulting in a spillage of raw sewage into the Quassaick Creek; and

WHEREAS, the discharge of raw sewage waste is a threat to the health and safety of the City's residents as well as an environmental threat to the Hudson River;

WHEREAS, the City Manager of the City of Newburgh has declared a state of emergency pursuant to Section 24 of the New York State Executive Law in order to facilitate immediate repairs to the West Trunk Sewer Line; and

WHEREAS, it is necessary for the City to undertake steps for the permanent repair of the West Trunk Sewer Line and to seek funding assistance from the Environmental Facilities Corporation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that City Manager is hereby authorized to retain the services of qualified engineering firms to evaluate the immediate stabilization of the West Sewer Trunk Line, prepare documents necessary to obtain funding through the Environmental Facilities Corporation and determine the scope of the necessary permanent repairs to the West Sewer Trunk Line and the Quassaick Creek Corridor; and

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

	Decrease	Increase
Sewer Fund Balance: G.0000.0599.1000	$1,200,000.00	
South Interceptor PH II G.8120.0200.0001		$1,200,000.00