1. Agendas

    Documents:

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CITY COUNCIL AGENDA

March 12, 2012

7:00 pm

Mayor:

Prayer
Pledge of Allegiance

City Clerk:

1. Roll Call
2. Approval of the minutes of February 23, 2012 Work Session and the February 28, 2012 City Council meeting.

Presentations:

3. Land Bank Update

Communications:

4. Notice of Claim: Serena Forti v. City of Newburgh

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

5. Resolution No. 31 - 2012
   A resolution authorizing the City Manager or the Chief of Police, as Manager's designee, to execute an agreement with the County of Orange confirming the City of Newburgh's participation in the Stop DWI Program for the period of March 15, 2012 to May 31, 2012 providing the City with an amount not to exceed $3,465.00.

6. Resolution No. 32 – 2012
   A resolution authorizing the City Manager to execute an agreement with the County of Orange to provide for reimbursement of funds to the City of Newburgh with respect to certain urban renewal (public works) projects for the period January 1, 2012 to December 31, 2012 in the amount of $30,000.00.

7. Resolution No. 33 – 2012
A resolution authorizing the City Manager to apply for and accept a sub-grant from the Solar Energy Consortium of $25,000.00 per year for two years and estimating a budget.

8. Resolution No. 34 – 2012
A resolution authorizing the Newburgh Community Land Bank on behalf of the City of Newburgh to apply for Land Bank designation from the New York State Urban Development Corporation d/b/a Empire State Development Corporation under Article 16 of the New York State Not-for-Profit Corporation Law.

9. Resolution No. 35 – 2012
A resolution re-appointing Brian Burke and Chuck Thomas as members of the Waterfront Advisory Committee.

10. Resolution No. 36 – 2012
A resolution asking the State of New York Department of Transportation to conduct a formal investigation and study in connection with Case Number 812-3632; the City of Newburgh's request for the permanent installation of a traffic signal on Rev. Dr. Martin Luther King, Jr. Boulevard at Fourth Street in the City of Newburgh, County of Orange.

11. Resolution No. 37 – 2012
A resolution authorizing the City Manager to enter in an addendum to a contract with McVac Environmental Services, Inc. and amending Resolution No. 238-2011, the 2012 Budget for the City of Newburgh, New York for emergency sewer main cleaning at the Water Department.

12. Resolution No. 38 – 2012
A resolution to authorize a settlement in the matter of James J. Follini against the City of Newburgh, the City of Newburgh Police Department, P.O. Joseph Palermo, P.O. Philip Mugnano, P. O. Thomas Reynolds, P. O. William Hinspeter and Torches on the Hudson, LLC in the amount of fifty thousand dollars.

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

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

Thursday, February 23, 2012

Members Present:	Mayor Judy Kennedy Councilwoman Regina Angelo Councilman Cedric Brown Councilman Curlie Dillard Councilwoman Gay Lee
Also Present:	Richard F. Herbek, City Manager Michelle Kelson, Corporation Counsel
Call to Order:	The meeting was called to order by City Manager Richard F. Herbek at 6:00 pm.
Executive Session:	At 7:50 p.m. a motion was made by Councilwoman Gay Lee and seconded by Mayor Judy Kennedy to enter into executive session regarding matters of pending litigation. YES: 5 NO: 0 CARRIED
Adjournment:	Upon consensus the Council adjourned the meeting noting the time as 9:40 p.m.

A regular meeting of the City Council of the City of Newburgh was held on Tuesday, February 28, 2012 at 7:00 P.M. in the Council Chambers at City Hall, 3rd Floor, 83 Broadway, Newburgh, New York 12550.

The Prayer was led by Sheila Monk followed by the Pledge of Allegiance.

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

Councilwoman Lee moved and Councilwoman Angelo seconded that the minutes of the February 9, 2012 Work Session and the February 14, 2012 City Council meeting be approved.

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

CARRIED

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the Notice of Claim and Summons & Complaint be referred to Corporation Counsel with power to act.

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

CARRIED

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Jonathan Jacobson, 25 Pierces Road, said that the Community Development Block Grant process is in shambles. The public is being told that decisions have been made when it is clear that no quorum was present at the meeting. Meetings are being held at irregular times with little or no notice to the public and reports are coming forth that people not on the Committee are participating as if they were on the Committee. He asked the Council to table the appointments for tonight and he stressed that this has nothing to do with the individuals who are being proposed. It has to do with the way that the CDBG Committee is conducting business. No appointments should be made until the Council and the public are assured that the process is open and transparent and that all procedures are followed fairly and correctly. Notice of meetings should be given in a proper manner to members of the Committee and the public and minutes of the meetings should be made available. He asked again that the Council table the appointments tonight until the Council and the public are assured that proper procedures are followed.

Janet Gianopolous, City of Newburgh said that if that is the case and there is a question about process, then she suggested the Council may want to consider also tabling resolution #28-2012 as well. At the very least we would need more details regarding this project because she understands that it involves CDBG money which is our tax money.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Dillard said that concerning resolution #28-2012 he has been involved with this project since he became a member of the City Council and 45 and 47 Chambers Street was one of the first projects that he saw that we could move forward with in a timely manner. He thinks that we have a unique opportunity here to get that eyesore taken down with a City minority contractor and city workers from this neighborhood. He thinks that this is a win for the City and for the community so he urged the Council to move forward with this resolution.

Mayor Kennedy said that two issues have been brought forward. One has to do with the way that the advisory committee for CDBG does their process and the other has to do with a completely different issue with the tear down of the property at 45 and 47 Chambers Street which has been in the works since last summer. It is a completely different project so she just wants to make sure that the public completely understands that. This is not something that was recommended by this advisory committee nor does this advisory committee have anything to do with that.

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

RESOLUTION NO.: 27 - 2012

OF

FEBRUARY 28, 2012

A RESOLUTION AUTHORIZING THE APPLICATION TO NEW YORK STATE ARCHIVES FOR A LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF) GRANT IN THE AMOUNT OF $36,259.52 WITH NO REQUIRED CITY MATCH FOR THE PURPOSE OF CONVERTING THE CODE COMPLIANCE PROPERTY FILES CURRENTLY IN THE RECORDS CENTER TO ELECTRONIC FORMAT

WHEREAS, the City has invested in the electronic document scanning and filing system "Laserfiche" through General Code as a result of a prior NYS Local Government Records Improvement Fund (LGRMIF) grant for Code Compliance and the City Clerk; and

WHEREAS, the "Laserfiche" system provides standardization of document and electronic record filing, as well as thorough key-word searching and expedited retrieval; and

WHEREAS, N.Y.S. Archives provides a grant for conversion of paper documents to electronic imaging through the Local Government Records Management Improvement Fund (LGRMIF); and

WHEREAS, the City is interested in the most effective management of its paper documents and electronic records; and

WHEREAS, the cartons holding approximately 1,963 Code Compliance property files currently in the Records Center are files that were culled from the active files due to space constraint, and are requested on an average of 2 or more files per week; and

WHEREAS, three New York State firms that do document conversion and entry into the Laserfiche document management system provided quotes, the lowest responsible of which was $27,660.52, and the preparation of the files would be done by temporary skilled clerks on site here in Newburgh for an estimated cost of $8,599; and

WHEREAS, this grant does not require a match;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the application be submitted to the New York State Archives Local Government Records Management Improvement Fund in the amount of $36,259.52, with no required City match, for the purpose of converting the Code Compliance property files currently in the Records Center to electronic format, and if awarded, the City Manager be hereby authorized to accept said grant if awarded and execute an agreement with New York State Archives.

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

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

ADOPTED

RESOLUTION NO.: 28 - 2012

OF

FEBRUARY 28, 2012

A RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY KNOWN AS 45 CHAMBERS STREET (SECTION 30, BLOCK 4, LOT 12) AND 47 CHAMBERS STREET (SECTION 30, BLOCK 4, LOT 11) TO HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC. AT PRIVATE SALE AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC. TO PERMIT ACCESS TO CITY OWNED PROPERTY IN CONNECTION WITH A JOINT REHABILITATION PROJECT WITH THE NEWBURGH COMMUNITY LAND BANK

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. (hereinafter referred to as "Habitat") is a well recognized nonprofit organization whose goal is to strengthen communities by helping to build houses with families in need and to eliminate poverty housing and make simple, decent houses available through volunteer labor and tax-deductible donations of money and materials; and

WHEREAS, the Newburgh Community Land Bank is a non-profit corporation organized under Article XI of the New York State Private Finance Housing Law and whose mission is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner through collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in the City of Newburgh; and

WHEREAS, the City of Newburgh, Habitat and the Newburgh Community Land Bank have identified City-owned property known as 45 Chambers Street and 47 Chambers Street, and more accurately described as Section 30, Block 4, Lot 12 and Section 30, Block 4, Lot 11, respectively, on the official tax map of the City of Newburgh, for a joint redevelopment project which involves the demolition of the existing structures and the new construction of two new units for home ownership to qualified Habitat families; and

WHEREAS, this joint redevelopment project requires the transfer of title from the City of Newburgh to Habitat, as well as a License Agreement for access to the property by Habitat, the Newburgh Community Land Bank and their employees, agents, volunteers and contractors for predevelopment and construction activity prior to the closing of title; and

WHEREAS, the City Council has determined that it would be in the best interest of the City of Newburgh, its residents and future development to sell the property known 45 Chambers Street and 47 Chambers Street to Habitat for $1.00 and other valuable consideration subject to the following conditions:

1. That Habitat homes are sold as single family homes, at no profit, constructed in part with sweat equity from the prospective homeowners and financed with affordable no interest mortgages; and

2. That Habitat will rehabilitate, and obtain Certificates of Occupancy for 45 Chambers Street and 47 Chambers Street from the City Building Department within eighteen (18) months from the date of taking title; and

3. A closing will take place on or before June 1, 2012 and upon the re-sale to the owner-occupants, the properties shall become subject to taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized and directed to execute and deliver a quitclaim deed to sell the properties described above, to Habitat for Humanity of Greater Newburgh, Inc., for the nominal price of One ($1.00) Dollar, and in consideration of the above listed conditions of sale; and

BE IT FURTHER 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 employees, agents, volunteers and contractors for access to 45 Chambers Street and 47 Chambers Street for predevelopment and construction activity in connection with the joint rehabilitation project with the Newburgh Community Land Bank.

Councilwoman Lee asked where do these funds come from and what is the process?

Michelle Kelson, Corporation Counsel, said that the resolution does not call for the expenditure of any City funds. Resolution #28-2012 authorizes the sale of real property from the City of Newburgh to Habitat and authorizes the execution of a license agreement for access to the property during the closing period so that pre-developing activities can take place so that when they are ready to do the rehabilitation they are ready to go as those dates have been set.

Councilwoman Lee again asked where the funds come from.

Michelle Kelson asked what funds? There are no funds associated with this resolution. She explained that the previous and current Council have discussed the CDBG funds for demolition of vacant and distressed properties and we have a list of our top ten eyesore, unsalvageable, blighted properties. We previously submitted a request for bids to demolish those properties as a group. In December, 2011, when those bids were opened they were deemed non-responsive and they were rejected. We reevaluated the bidding so instead of doing one large project we tried to break it down into smaller more manageable sized demolition contracts and to educate potential bidders about our HUD Section Three Plan requirements because we did not get good responses previously on that subject matter. A new bid solicitation was issued last week for the demolition of these two properties and it is on the website for anyone who is interested in seeing the advertisement and a pre bid meeting was scheduled to have occurred today. She is not exactly sure when the bids have to be submitted by but she believes that the bid opening is March 6th. At the next Work Session there will be a review of those bids so that the lowest responsible bidder can be awarded a contract for the demolition of these properties. She thinks that the estimated cost for the demolition of these properties is about $50,000.00. This particular resolution does not require or authorize the expenditure or any City funds.

Councilwoman Lee said that she is satisfied and she hopes that the public is as well.

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

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

ADOPTED

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, agents, volunteers 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 45 Chambers Street and 47 Chambers Street, and more accurately described as Section 30, Block 4, Lot 12 and Section 30, Block 4, Lot 11, respectively, on the official tax map of the City of Newburgh.

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 45 Chambers Street and 47 Chambers 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 cleaning, excavating, filling, boring, testing, sampling, restoration, construction 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 any environmental testing or demolition work in connection with a site assessment and evaluation of an inactive commercial 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.

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.: 29- 2012

OF

FEBRUARY 28, 2012

A RESOLUTION APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY COMMITTEE

WHEREAS, the City of Newburgh is awarded Community Development Block Grant ("CDBG") funds by the Department of Housing and Urban Development ("HUD") to support community development projects; and

WHEREAS, it is appropriate in keeping with the rules and regulations of HUD to appoint a committee to give guidance and advice with respect to the expenditure of CDBG funds for community development projects; and

WHEREAS, pursuant to Resolution No. 278-2010 of December 13, 2010 the membership of the CDBG Advisory Committee shall consist of the following nine (9) members:

- Four (4) members, at least two (2) of whom represent the low income community, on the basis of their knowledge and interest in housing, homeless needs, disability rights, youth services, seniors and social services.
- Three (3) professional practitioners on the basis of their expertise in the areas of housing, homeless needs, disability rights, youth services, seniors and social services.
- One (1) Member of the City Council.
- One (1) City employee who is a staff member of the Department of Planning and Development.

WHEREAS, it is appropriate to appoint members to such CDBG Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed as new members to the CDBG Advisory Committee, effective immediately:

Judy Kennedy - City Mayor
Marge Bell - Professional Practitioner
Tamie Hollins - Community Member

BE IT FURTHER RESOLVED, the following members hereby remain to serve as members to the Community Block Grant Advisory Committee

Torrance Harvey – Community Member
Timothy Hayes – Community Member
Jenny Loeb – Professional Practitioner
Ian MacDougall – Employee staff member of Department of Planning and Development
Brenda McPhail - Community Member

BE IT FURTHER RESOLVED, the City Council shall forthwith appoint one additional (1) Professional Practitioner by further Resolution, to bring the CDBG Committee to its full complement of nine (9) members.

Councilwoman Lee said that she would like this resolution to be tabled until they can find out what actually went on with the CDBG funds because it seems to have put the community up in arms. She agrees that there has been a lot of confusion so before they appoint new members we need to find out what is going on with our members and the staff.

Councilwoman Angelo said that she agrees this should be tabled.

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

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

TABLED

RESOLUTION NO.: 30 - 2012

OF

FEBRUARY 28, 2012

A RESOLUTION TO AUTHORIZE THE COMMENCEMENT OF LITIGATION AGAINST JOHNSON CONTROLS, INC. REGARDING THE PERFORMANCE CONTRACT FOR ENERGY AND OPERATIONAL COST SAVINGS

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, hereby authorizes litigation against Johnson Controls, Inc. regarding the Performance Contract for energy and operational costs savings.

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

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

ADOPTED

GENERAL COMMENTS

Kippy Boyle, 400 Grand Street, announced that there will be an Urban Forestry Relief Workshop next Friday at the New York Botanical Gardens. She thinks that this would be important for some of our community groups because they will be touring some sites such as the Youth Ministries for Peace and Justice which is a Church in the Bronx where volunteers have built a green roof and they have a solar panel grid and rainwater harvesting. Another tour will be of the public housing project called Bronx River Houses where they have an extensive rain garden and bio soil collecting which she feels would be good for not only community members but also our Water Department. The fee is $35.00 to $40.00 for the whole day and she understands that there is an anonymous sponsor who will support two people to attend so please contact her if anyone is interested. She added that tomorrow is March 1st and she is surprised that there are only four items on this agenda. There is so much work to be done in this City and not one of these items addresses the issues that we really thought were going to be accomplished in the first ninety days. Lastly, in regard to the Consolidated Iron Site, she would like the City to proactively get the final letter of determination from the EPA and whatever the obstacles were with that Letter of Intent the Council needs to be instructed that they need to be removed. Leyland and the City entered into a Letter of Intent and we have been quietly avoiding the issues there. If that is something that is holding up this process so that the public can utilize eight acres of our space, then they need to take care of it.

City Manager, Richard Herbek, said that the letters that we need from the Environmental Protection Agency have been a long time coming. The City has been very proactive in trying to work with the EPA to obtain the final clearance report. In addition to us working on this, Congressman Hinchey's office has been actively working on this and this afternoon he spoke with a representative there and was told that there was a promise made by the EPA that those final documents were to be sent to us by tomorrow. The promise has been made to us and we are doing everything in our power to secure those release documents. With regard to the exclusivity agreement with Leyland, the previous Council had a meeting with one of the representatives from Leyland and they reached a meeting of the minds on ending the exclusivity agreement. This has not been reviewed with the current Council as of yet which is something they need to do as they need to end this exclusivity agreement because it is preventing us from not being able to do much of anything with the Leyland properties until that agreement comes to a close. He said that they do have a final solution for that and probably within thirty to sixty days they will be coming back to the Council with another agreement that will end that exclusivity agreement.

Carmen Warren, 15 E. Parmenter Street, submitted copies of letters to the Council and said that she is here tonight because she received a violation from the Code Compliance Office. A project was started back in 2008 where Habitat and Leyland were building houses and they put electrical outlets in the ground for lampposts to be put on the block. One of them is right in front of her door which is uncovered and it's a hazard and now she is getting a violation from the City to get it fixed. They told her when they put the lamppost up that that part of the sidewalk belonged to the City so they need to get back with Leyland or Habitat and have them fix it or cover it. She gave the Council pictures with her letter so that they can see what she is talking about. This is a hazard to her family also. Someone fell and now has a lawsuit against the City which she doesn't want put on her because she didn't have it put there and she asked them not put it in front of her door but was told that she had no choice. She needs to know who is going to fix this and who is going to be held responsible.

Councilwoman Lee said that she thinks she is right that it is not her responsibility.

Mayor Kennedy agreed that we need to resolve this.

Sheila Monk, City of Newburgh said that the Mayor has talked about housing, jobs and accountability and it was stated at the Armory "I have a dream for the City of Newburgh". Martin Luther King also had a dream but his dream reflected his actions. She said that they would like to see changes in the City of Newburgh because the real issues with housing and jobs are not being addressed. She told the Mayor that they are going to start holding her accountable.

Barbara Smith, Powell Avenue said that in regard to resolution #28-2012 it states that the City of Newburgh is authorizing the sale of real property at 45 and 47 Chambers Street to Habitat. Then we come up with another issue of demolition of the buildings and the question is if we are selling this property for $1.00 to Habitat why are we responsible for or are we going to pay for the demolition from our CDBG funds. That is the question that should be answered.

City Manager, Richard Herbek, responded that they are trying to do a redevelopment strategy on Chambers Street and the demolition part of this is our responsibility. It is our part of the project and it is what we assumed responsibility for. This is all in conjunction with the Builders Blitz for June and each entity that is involved in this has certain responsibilities. This is part of the whole redevelopment strategy and it involves the newly formed Land

Bank. They are trying to bring about constructive and positive change to the City.

Ms. Smith said that that was a much clearer explanation than what she heard earlier.

Billy Robinson, Varick Homes, said that he has lived in Newburgh for fifty years and started boxing here. He used to train with Timothy Hayes-el who is trying to get something started for the youth because there is nothing for the kids to do around here. He knows that there are a lot of kids around here who would be interested but he can't do it by himself.

Fanett Tallegrand, 29 City Terrace, said that she doesn't see a lot of change being made. When Mayor Kennedy was running for election they sat together in Sunday School at the House of Refuge and they spoke. She contacted her after she was elected and told her that if anything was being done with community involvement that she would like to be involved so she left her phone number and information. She found out later that a youth team was formed and she was never contacted. She lives in the City of Newburgh and she is raising children here. She feels like there is not a lot of community involvement or reaching out from the Officials to involve the community. Some people complain about what is going on but she doesn't think that it is because they don't want to do anything it is just that they are not informed so they don't know what to do or how to get started. She went through the Yellow Pages and contacted the Congressman, Senate or whoever is involved that can help. She also called City Hall and was told that there would be a meeting tonight but nothing is received in the mail and there are no flyers or bulletins posted in public places. The older kids that are locked up right now come back to the City of Newburgh on Parole and can't find jobs so they are being left with no other option but to return back to the streets. She would like to know what kind of rehabilitation process is really taking place in the City of Newburgh to help these people. She added that she was hurt that she wasn't called or informed about something that was done with the youth because she has four small girls and is on Social Security. Her kids attend the Performing Arts which she pays for to offer them something else but many people can't afford certain things. She feels that there is no reaching out to the Community or involvement.

Councilwoman Lee thanked Ms. Tallegrand for bringing that up and said that she will talk to her after the meeting about some committees.

Brigidanne Flynn, City of Newburgh said that after attending the Work Session she thinks that a presentation by Police Chief, Michael Ferrara on the statistics he gave concerning the Bodega hours should be given at one of the

City Council meetings. She thinks that many people who speak about wanting the stores to remain open longer would be alarmed by some of the statistics that the Police Department is tracking.

MaryAnn Prokosch, City of Newburgh, hears people saying that they haven't seen anything happening yet. There is a priority list of goals that she heard the City Manager asking to be rated A,B,C and D which doesn't sound like a hard job and it needs to be done. That is the beginning of the road map to start making things happen and without it forget it. In regard to East Parmenter Street, she said that about four years ago when that project first started the street lights were taken down and there are stumps in the ground with broken wires so at this point they would probably have to be redone in order to put the street lamps on them. The street is very dark and it is an issue that there are no street lights. In regard to the CDBG money and the demo of the projects, she said that Habitat is a great partner. She can see them going in there and doing the Builders Blitz but she would like to see if we are going to take down properties and basically sell improved lots with city water and sewer. Let it start to become some sort of a revolving amount of money. If it costs us $50,000.00, someone should be willing to pay $30,000.00 for a lot that has water and sewer on it to put something new up. Then that money can go back into CDBG to move forward. Habitat isn't necessarily going to get every piece of property that we do a demolition on so if it is a private developer she would hope that we would get some of our money back.

Roxie Royal, City of Newburgh, said that she is proud to see someone else coming forth to let the Council know that the information about what is going on is not filtering into the City. Other people are seeing the same problem so she hopes that they understand that more communication needs to be developed with what is going on in this City. She added that she didn't attend the Work Session so she would like to hear the presentation that the Police Chief made about the hours of the Bodegas because that is a sore spot with her. She asked the Council and the Police Chief what is going on with our Police Community Committee. She knows that our contact person has retired but they haven't heard anything about who is taking over or when there will be another meeting. They have not really had a good meeting. They have made no connections with the community and they have not met amongst themselves. If they are going to have a committee, it should be active and that is one way to get information out to the City.

Stacy Burks, City of Newburgh, said that he is here on behalf of some of the people he serves as the new Pastor on the corner of South and Chambers Streets. He heard mention of the Bodegas and he knows that one of the reasons for shutting them down was to deter crime but late at night here in the

City of Newburgh if a single mother needs milk for her baby she can't go to the corner store. If she doesn't have a car, where does she go? What is happening is that we are punishing some because of other people which is not cool. He also read about the College Heights area and he remembers Urban Renewal so he wonders if people will be able to afford to stay there. If not, then where do they go? As for the information, when he hears about something he will let the people that he serves know about it. He will even bring as many people as he can in to be a voice and let everyone know what is going on. Half of the people that are concerned aren't even here because of a lack of knowledge.

Carmen Warren, 15 E. Parmenter Street, asked why is it that when something happens at every other bar in the City of Newburgh they lose their license and get closed down but the Terrace Lounge remains open even after she has called the police at least thirty times.

Timothy Hayes-el, City of Newburgh, said that he thinks we need to get with the people that live in this City first and try to fix some problems here so our first order of business should be to deal with the people who live here. We can't move forward by calling people from the outside to try to get things done. We have to start at home and then move forward.

Pebbles, City of Newburgh, read part of an article from the newspaper that stated Fire Chief, Mike Vatter, came before the City Council looking for a little relief. Another article stated that Mike Vatter not only serves as Fire Chief but he is also head of the City Code Compliance Department, Chairman of the Community Land Bank and he is a key member of the Committee dealing with the distressed properties in this City. He would like to take one of the Assistant Chiefs and create a Deputy Chief position to take care of a lot of the work in terms of running the Fire Department to give Chief Vatter an opportunity to focus more on the important things on his plate. She asked what *is* important on his plate? He is the Fire Chief but he is also Code Compliance and a key figure for the Committee dealing with distressed properties. She would like to know how these properties became distressed if he is Code Compliance. She suggested that Chief Vatter do his job as the Fire Chief in the Fire Department and allow other people to sit on the Board since it is a conflict and a problem. The most important thing on his plate would be the job he is getting paid for not the job that he is volunteering for but that is just her opinion. She added that a number of people have contacted her to talk about things that are going on with the City Council and in the City of Newburgh and she said that she will meet with them to talk and make them better prepared and willing to attend the Council meetings.

Michael Ferrara, Police Chief, said that the Police Community Relations Board has gone dormant for the past sixty days. At the end of 2011 not only did Lt. Rose retire but they lost a position so they had to consolidate the work. He said that he will do everything he can to restart those meetings and get that going again. There was a comment made about bars and licenses which is a concern. Whenever a bar is closed it is not closed by the City of Newburgh it is actually closed by the State Liquor Authority. Things such as fights, assaults and disorderly conduct get reported to the Police Department and then passed on to the State Liquor Authority where it is investigated. When a bar or restaurant gets closed down it is usually because of actions that have happened several months in the past. He said not to judge if a bar or premises is open now because it may not be open six months from now as those investigations are ongoing. It is not the Police Department that controls that.

Janet Gianopolous, City of Newburgh, said that resolution #28-2012 has come up a lot tonight so she wanted to clarify her concern. She is a homeowner and a taxpayer here in the City of Newburgh so if you say it is not coming out of the right pocket because it's coming out of the left pocket it is still coming out of her pocket. Whether it is city money or CDBG federal money it's still her money so she thinks it is understandable that they are all concerned at this time. In six months we will be looking at another Budget so it is not too early to be very careful as to how we spend money. In regard to material online, she said that the Work Session was not online and these are not Work Session minutes it is just an indication that a meeting happened. As far as using funds for demolition of a building, she thinks that we need to look at other possible uses for CDBG money. There are some lawsuits here and there may be cases that involve sidewalks so we have a lot of things that we need to pay attention to and to try to correct. We also have a number of strengths so she hopes that we don't forget that we can still work on solving the many things that need addressing. She also hopes that the people in the Chambers Street area are deeply involved in that build and that we welcome people from outside the city but we need to step up here and work on those things within the community.

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

PRESENTATIONS

The Horizons on Hudson 21st Century Community Learning Center Drama Program performed for the Council and audience to celebrate Black History Month.

COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that the Citizens Advisory met last Thursday evening and faithfully picked out fifteen applications which are in the hands of our Corporation Counsel right now and then they will come back to the Council so we will be ready to do our job. She thanked the Newburgh PBA because they donated a K9 German shepherd dog and they are about to give us a second one which we will be glad to have also. She added that the Library is still offering free help with Income Tax filing. You just have to make an appointment and go in because they have a lot of volunteers to help people. She just came from the Cantonment meeting tonight and they were discussing the wonderful three day holiday they had over at Washington's Headquarters. She said that we sponsor the Cantonment, Washington's Headquarters, Knox's Headquarters and Ellison House. They have a group called Friends of the Historic Sites and they raise money. So they were able to raise money plus they had about two thousand people show up which was great for the City of Newburgh. She thinks that their next program is scheduled for March 31st at the Ritz Theatre to choose General George Washington's lady. She ended by saying that the City is looking much cleaner.

Councilman Brown thanked everyone for coming and expressing their interests and concerns about the City. He said that he knew all along that it would be a slow process for them to get on board and get this city moving in the right direction. He assured everyone that they are well on their way in doing that but unfortunately change doesn't happen over night so they are working on getting things moving in the right direction. He encouraged the newcomers tonight to come back and keep this Council informed on what is going on in the community. They don't always know what is happening out there and their voice is always welcome to be heard in front of this Council. He added that the 21st Century Grant and those kids are what is good about the City of Newburgh. If anyone asks you what is good about the City of Newburgh he would like people to mention what happened here tonight and all month long for Black History Month.

Councilman Dillard thanked everyone for coming tonight and said that we could all take a lesson from our children. We must learn to listen to our children because they are fresh, inquisitive and honest. He thoroughly enjoyed the presentation tonight and asked everyone in attendance to think about becoming a mentor to our children here in the City of Newburgh because that is what is needed.

Councilwoman Lee agreed that the agenda was a little light tonight and she expected much more. She said that she was moved by the children who did the presentation tonight and she would like to see a photo of them taken holding hands in front of the Council table which should be posted everywhere because they are absolutely phenomenal. We can take a lesson from all of them. She noted that tomorrow in Albany is Aids Awareness Day and there will be a bus leaving around 7:30 a.m. from 280 Broadway. She wanted to thank Mr. Visconti for donating a bus so that city residents will be able to attend and she also wanted to thank Dunkin Donuts for being kind enough to make a generous donation of food so that the people on the bus will have something to eat. She said that one of the comments made, in her mind, spoke to integrity and she would like us to have integrity in everything that we do when we are making decisions. She wants us to have a system that everyone can see through so she is looking forward to that. Lastly, there are a number of articles in the newspapers and some of them get spun in a way that doesn't necessarily say what we are trying to say. For example, Councilman Dillard was quoted in an article and she took issue with two sentences being strung together in a Letter to the Editor where someone spun it to make it look like he was angry and against white people. She had a problem with that.

Councilman Dillard said that he could speak for himself and actually that night he was angry.

Councilwoman Lee noted that it didn't say that you were angry in the moment. It said that he is not an angry man as if it is implied that he is an angry man. Maybe at that moment he was angry but is he an angry man or was he angry at that moment? She is just saying that he is not an angry man and she didn't appreciate that being published.

Councilman Dillard said that he doesn't need anyone to speak up for him because he believes that right is right and wrong is wrong and he knows that the YMCA has been wrong for a number of years to this community and he will debate Bob Hatfield about that.

Mayor Kennedy said that we should go back to the children and figure out how we are going to work together and how we are going to compromise and move ahead. She is hearing the community ask tonight what change has happened. It has been about sixty days and it took about forty years for this City to get into the shape that it is in so in sixty days it is not going to get turned around. It is very difficult to report back to everybody about everything that is being done to move things ahead. For instance, today there was an Energy Consortium and a lot of people met who are working on trying to get a lot of jobs here. We are trying to get new people here with new jobs in this City and there are things going on on all kinds of fronts. It doesn't mean

that we are not doing anything if we are not talking about it at this City Council all the time. This forum is for conducting the business and passing resolutions and those kinds of things. It isn't always the forum to have a complete report on what we have been working on all day every week. There are many things going on and as we can see here tonight we have people asking what we are doing about housing. We are working on getting two new houses up but someone else asked if we should be spending there. We have lots of people with lots of different ways of seeing everything. It is not possible for this Council to please everyone all the time because everyone in this City has a different agenda and this group here is not the entire City. People are calling with a lot of issues. She has been working on how to get past due taxes paid in installments and finding ways to do that so they are working on all kinds of issues but they are not necessarily reporting all of those issues back to the public until they have answers. No one is sitting around doing nothing and she has put in a lot of hours trying to find answers. When she is told that she is going to be held accountable that is great but don't expect her to get out her magic wand and create results in sixty days. In terms of trying to get positive Press out about the City of Newburgh, we accomplished that with the events at Washington's Headquarters. We had a great review that was covered by several of the newspapers with some good information on something that is Historic and one of our greater assets. She apologized to Fanett and others about phone calls. She is responding every day to ten or fifteen phone calls and trying to get through forty to fifty e-mails so if she hasn't responded to someone it is not because she doesn't care or she doesn't want to. It has been a landslide flood of requests and she is doing the best that she can. She reminded everyone that this is not a full time position and she is trying to keep things in balance right now so she wants everyone to understand. The Community Action Teams have had a lot of publicity and she will give information about all of the team Captains which has been in the paper. She said that she needs help getting information out too because it is not easy to get to everybody. There are a lot of questions around the Bodegas because there are people who want it and people who don't. It is a very complex questions and it is something that is not going to get resolved over night. Police Chief Ferrara had a lot of data about that and we will probably be asking him to attend one of our meetings. It is something that will not get resolved overnight because there are too many complex issues around it. She understands that babies need milk but it is also true that mothers can plan ahead so we need to work on some of these things. She is not being flippant or not thoughtful about it but that is the situation right now. She added that sidewalks are a place for CDBG money as are other things so they are trying to keep in mind what is most important. This 45 and 47 Chambers Street has been a disaster so we have an opportunity right now with the builders donating time and other companies donating equipment. We have the City putting in effort and we have people volunteering their time to come and

build a two-family home. We have volunteers from inside and outside the City to provide housing so can't we come together and celebrate the fact that we are doing this as a community and that two more families will get a house? This is an opportunity to celebrate something really positive and she hopes that we have the whole community come down to watch a whole house go up in one week. It will really be fun to watch and see how they do that. She said that they are still working on goals and the City Manager is still compiling them. She agrees with an earlier comment that we need to get them together and prioritize but that doesn't mean that we are not working on things. She mentioned that in honor of Black History Month she talked with one of the Elementary Schools this past week about a woman named Harriet Jacobs who was a runaway slave in 1835. She was twenty-one when she ran and she hid for six and a half years in her grandmother's attic who was a freed slave. Harriet eventually made her way up to Cornwall-on-Hudson where she lived with a doctor who was an editor and writer so she learned to be literate and wrote her story. She encouraged everyone to read her story titled "Incidents in the Life of a Slave Girl" because it is a very powerful story. She asked everyone to mark April 14th on their calendars which is when the fifteen Community Action Teams will be celebrating and reporting on their first quarter. It will start at 11:00 a.m. at the Newburgh Armory so she encouraged everyone to come and hear what each of the teams is working on. If anyone in this community wishes to participate in helping move the community forward, here is an opportunity to do that and to get involved.

There being no further business to come before the Council the meeting adjourned at 8:25 p.m.

LORENE VITEK
CITY CLERK

CITY OF NEWBURGH

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

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Serena Forti vs. City of Newburgh

DATE: February 22, 2012

Please find attached Notice of Claim regarding the above, which was hand delivered to this office on this date.

Attachment

Cc City Manager
Mayor & Council

BlumbergExcelsior, Inc., PUBLISHER, NYC 10013

In the Matter of the Claim of

RECEIVED
FEB 22 2012
CITY CLERK

TO:

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

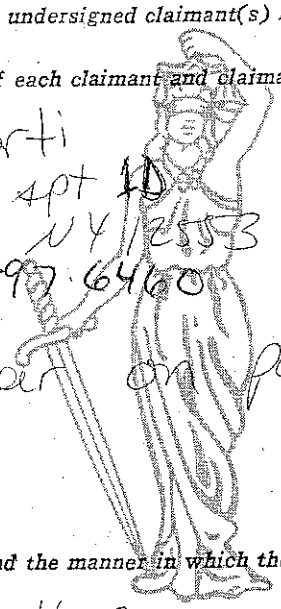
1. *The name and post-office address of each claimant and claimant's attorney is:*

Serena Forti
3204 Rt 9W apt 1D
New Windsor NY 12553
Cell phone (845) 597-6460

mailing address:
103 Gardnertown Rd
Newburgh NY 12550

2. *The nature of the claim:*

damage to car on passenger side.



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

2/10/12 ~4:30pm
Pierces Rd, Newburgh NY 12550

4. *The items of damage or injuries claimed are (do not state dollar amounts)*

2011 Toyota Corolla, passenger side.
(hood, front panel, passenger door, passenger back door, Roof Side panel, rear side panel. plastic is also scratched but is not fixable without replacing piece.)

pictures included - finger indicates where the damage was.

RESOLUTION NO.: 31 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE CHIEF OF POLICE AS MANAGER'S DESIGNEE TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE PERIOD OF MARCH 15, 2012 TO MAY 31, 2012 PROVIDING THE CITY WITH AN AMOUNT NOT TO EXCEED $3,465.00

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, to provide for the funding of the STOP-DWI Program within the City of Newburgh for the period of March 15, 2012 and ending May 31, 2012, which includes St. Patrick's Day and the Memorial Day holiday weekend enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, this Council has determined that entering into such agreement would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger or the Chief of Police as Manager's designee be and he is hereby authorized to execute an agreement with the County of Orange confirming the City's participation in the STOP-DWI Program in order to fund the additional cost of stepped-up police patrols and related court appearances for the period of March 15, 2012 through May 31, 2012, not to exceed $3,465.00

INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this ____ day of _____, 20__, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the City of Newburgh , a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 15, 2012 and end January 1, 2013.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee or any other compensation. The MUNICIPALITY 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. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, 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 COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, 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 IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'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 IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

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

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY 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 COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY 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 COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

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

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

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

COUNTY OF ORANGE

By: _____
Edward A. Diana
County Executive

DATE: _____

MUNICIPALITY

By: Michael D. FERRARA
Name: Mary Jenaro
Title: Police Chief

DATE: 2-24-12

SCHEDULE A

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 15, 2012 through May 31, 2012, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2012 through September 4, 2012, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – October 14, 2012 through January 1, 2013, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with State and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period (October, 2011-January 1, 2012), MUNICIPALITY is eligible for an award not to exceed $3465 covering 70 man-hours for the first enforcement period of 2012. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during the first enforcement period of 2012 as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2012.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2012 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

RESOLUTION NO.: 32 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE TO PROVIDE FOR REIMBURSEMENT OF FUNDS TO THE CITY OF NEWBURGH WITH RESPECT TO CERTAIN URBAN RENEWAL PROJECTS FOR THE PERIOD OF JANUARY 1, 2012 TO DECEMBER 31, 2012 IN THE AMOUNT OF THIRTY THOUSAND ($30,000.00) DOLLARS

WHEREAS, the Orange County Department of Public Works (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, a copy of which is attached hereto and made a part hereof, to provide for the funding of certain urban renewal projects within the City for the year 2012; and

WHEREAS, the County shall provide the City a total annual sum not to exceed Thirty Thousand ($30,000.00) Dollars for the completion of certain urban renewal projects; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached agreement with the County of Orange to provide for a total annual sum not to exceed Thirty Thousand ($30,000.00) Dollars in order to obtain the available funding for certain urban renewal projects.

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

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

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

WHEREAS, the **County** shall provide to the **City** a total annual sum of **THIRTY THOUSAND ($30,000.00) DOLLARS,** for completing the activities enumerated in this **Agreement** and performed during the period of **January 1, 2012 to December 31, 2012.** These funds shall be used exclusively for the acquisition, rehabilitation, improvements, and otherwise implementing and completion of urban renewal projects within the City's limits and as described herein (Exhibit A). The **County** shall have no obligation to the **City** beyond the payment of these monies in accordance with the terms and conditions of this **Agreement**, and

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

1. The **County** will pay to the **City**, for the Capital Improvements, an annual amount, not-to-exceed **THIRTY THOUSAND ($30,000.00) DOLLARS.** The **City** shall submit any and all documentation in support of such expenditures or the **County** may require fees under this **Agreement** as so that it may evaluate the reasonableness of the charges. All such requests shall be reasonable in time and scope; and

2. Proceeds shall be paid to the **City** for eligible costs based upon approved requests for payments. All requests for payments shall be directed to the Orange County Department of Public Works. Each request for payment shall include an itemization of all monies due for eligible costs, labor performed and/or materials supplied for the period covered by the request, a statement describing the eligible expenses, work that was performed using such labor and material, and a release of liens by subcontractors, laborers or material suppliers. Other appropriate receipts, invoices, bills or other documentation evidencing the expenditures to be reimbursed shall be appended to the request forms. As a condition of receiving payment, the **City** shall deliver to the **County** complete releases from all

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

3. The **City** agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this **Agreement**. The **City** agrees to retain all books, records, and other documents relevant to this **Agreement** for six (6) years after the payment or termination of this **Agreement**, whichever occurs later. **County**, State and/or Federal auditors, and any other persons duly authorized by the **County**, shall have full access and the right to examine any of said materials during said period; and

4. All provisions of Federal, State and local laws, rules, regulations and ordinances governing non-discriminatory practices; warranties against collusion; solicitation or procurement; warranties against conflicts of interest and compliance with applicable ethics laws; confidentiality; fair practices and other legally imposed safeguards shall apply; and

5. This **Agreement** shall be subject to such further agreements or amendments, as the parties deem appropriate and necessary. Neither party shall assign or subcontract its duties, practices or responsibilities to a third party without the express written permission of the other. Neither party shall be a subrogee of the other, nor be responsible to defend, indemnify or hold harmless the other as to third parties but for their own errors, acts and omissions which causes the other party to suffer a loss; and

6. The **County** shall have the right to terminate this **Agreement** at any time without recourse and, upon thirty- (30) days written notice to the other. Should the **County** terminate this **Agreement** prior to its expiration date for reasons other than **City's** default, the **County** shall pay unto the **City** the earned portion of the total contract **Agreement**; and

7. The **County** shall have no liability under this **Agreement** to the **City** or, to anyone, beyond funds appropriated and available for this **Agreement**; and

8. The **City** shall provide proof of Workers' Compensation and Disability Coverage's as required by the New York State Worker's Compensation Board and same shall be attached to this **Agreement**; and

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

10. The rights and obligations of the parties, and their respective agents, successors and assigns, if any, shall be subject to and governed by this **Agreement** as well as any amendments or attachments thereto; and

11. The acceptance by the **City** or its assignees of the payment under this **Agreement**, whether by invoice, judgement of any court of competent jurisdiction, or administrative means, shall constitute as a general release to the **County** from any and all claims of the **City** out of the performance of this **Agreement**.

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

CITY OF NEWBURGH:

_____
Richard F. Herbek
City Manager

Date: _____

COUNTY OF ORANGE:

_____
Edward A. Diana
County Executive

Date: _____

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) City of Newburgh 83 Broadway Newburgh, NY 12550	**1d. Business Telephone Number of Business referenced in box "1a"** 845-569-7303
1b. Effective Date of Membership in the Group 03/01/2008	**1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"**
1c. The Proprietor, Partners or Executive Officers are ☐ **included (only check box if all partners/officers included)** ☐ **all excluded or certain partners/officers excluded**	**1f. Federal Employer Identification Number of Business referenced in Box "1a"**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange 255-275 Main Street Goshen, NY 10924	**3. Name and Address of Group Self-Insurer** NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

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

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

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

Certified by: Douglas J. Hayden (Print name of authorized representative of the Group Self-Insurer) 07/01/2011 – 06/30/2012 Date

Certified by: _____ (Signature)

Title: PROGRAM MANAGER/PRESIDENT

Telephone Number 516-750-9405

GSI-105.2

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

GSI-105.2 (2-02) Reverse

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

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

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

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

In the Application of (Legal Entity Name and Address):	Business Applying For:
CITY OF NEWBURGH 83 BROADWAY NEWBURGH, NY 12550 PHONE: 845-569-7319 FEIN: XXXXX2329	OTHER: EXEMPTION OF DISABILITY INSURANCE From: ORANGE COUNTY

Workers' Compensation Exemption Statement:

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

Disability Benefits Exemption Statement:

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

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

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

SIGN HERE Signature: Cheryl A Gross Date: 6/21/11

Exemption Certificate Number
2011-012295

Received
March 16, 2011
NYS Workers' Compensation Board

CE-200 12/2008

RESOLUTION NO.: 33 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT A SUB-GRANT FROM THE SOLAR ENERGY CONSORTIUM ("TSEC") OF $25,000.00 PER YEAR FOR TWO (2) YEARS AND ESTABLISHING A BUDGET

WHEREAS, the City of Newburgh has applied for a grant from the Solar Energy Consortium ("TSEC") for the purposes of developing a database of industrial and commercial properties that would be appropriate for partners in the New York Renewable Energy Cluster Program; and

WHEREAS, this Program will provide expedited assistance to manufacturers seeking help with building code and other issues pertaining to starting or expanding renewable energy manufacturing operations within the City of Newburgh; and

WHEREAS, the City of Newburgh has been advised that such grant has been awarded in the amount of Twenty-Five Thousand ($25,000.00) Dollars per year for two (2) years; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to accept a sub-grant from the Solar Energy Consortium in the amount of $25,000.00 per year for two (2) years; and

BE IT FURTHER RESOLVED, that the budget is hereby established as follows:

GRANT FUND

Revenue:
CG.3412.4787.4001.2013
New York Renewable Energy Cluster Program $50.000.00

Expenditures
CG.3412.0448.4001.2013
Other Services $50,000.00

Subaward Agreement

Institution/Organization ("TSEC")	Institution/Organization ("Subrecipient")
Name: The Solar Energy Consortium, Inc. Address: 434 Old Neighborhood Road Kingston, NY 12401158	Name: City of Newburgh Address: 83 Broadway Newburgh, NY 12550
Prime Award No.: 01-79-14136	Subaward No.: 12550
Awarding Agency: US Dept. of Commerce, Economic Development Administration (EDA)	CFDA No.: 11.307
Invoice Frequency: ☐ Monthly ☒ Quarterly ☐ Other: Invoices should be sent to TSEC's Administrative Representative.	Cost Sharing Required: ☐ Yes x☐ No Description and dollar value of contribution:

Subaward Period of Performance:	Estimated Project Period (If incrementally funded):	Amount Funded this Action:	Est. Total (If incrementally funded):
October 1, 2011-September 30, 2013		$50,000	N/A

Project Title: New York Renewable Energy Cluster Program

Reporting Requirements [Check here if applicable ☐: See Attachment 4]

Terms and Conditions

1) TSEC hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of TSEC.

2) TSEC shall reimburse Subrecipient quarterly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), cost descriptions (including task), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference TSEC's subaward number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to TSEC's Financial Contact , as shown is Attachment 3, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. TSEC shall pay Subrecipient for termination costs as allowable under OMB Circular A-21or A-122, as applicable.

9) No-cost extensions require the approval of the TSEC. Any requests for a no-cost extension should be ad-dressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of TSEC:	By an Authorized Official of Subrecipient:
Date	Date

Attachment 1
Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the TSEC.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more that $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures TSEC that it complies with A-133 and that it will notify TSEC of completion of required audits and of any adverse findings, which impact this subaward.

☐ Subrecipient is a For-Profit entity, OMB Circular A-133, does not apply. For-Profit entities shall be governed by 45 CFR 74.26(d).

Attachment 2
Subaward Agreement
Prime Award Terms and Conditions

Standard award terms and conditions, see attachments:

1) "ECONOMIC DEVELOPMENT ADMINISTRATION STANDARD TERMS AND CONDITIONS"
2) "DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS"

Award specific terms and conditions:

PROHIBITED ACTIVITIES: It is understood the funds included in Section A of Special Award Condition IV may not be used for the procurement of food or beverages.

RESOLUTION NO.: 34 - 2012

OF

MARCH 12, 2012

RESOLUTION AUTHORIZING THE NEWBURGH COMMUNITY LAND BANK ON BEHALF OF THE CITY OF NEWBURGH TO APPLY FOR LAND BANK DESIGNATION FROM THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT CORPORATION UNDER ARTICLE 16 OF THE NEW YORK STATE NOT-FOR-PROFIT CORPORATION LAW

WHEREAS, pursuant to Resolution 255-2010 of November 8, 2010, as amended by Resolution 47-2011 of February 28, 2011, the City of Newburgh created a land bank with a Board of Directors consisting of eleven (11) members under the New York State Private Housing Finance Law, and known as the Newburgh Housing Development Fund Corporation/Newburgh Community Land Bank; and

WHEREAS, in July 2011, New York State enacted Article 16 of the New York State Not-for-Profit Corporation Law (the "Land Bank Act") providing for the creation of land banks to be used by communities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use; and

WHEREAS, the Land Bank Act limits the number of land banks to be created in New York State to 10 and the creation of each land bank requires the approval of the New York State Urban Development Corporation d/b/a Empire Stated Development Corporation (ESD); and

WHEREAS, The City of Newburgh is an eligible Foreclosing Government Unit under the Land Bank Act and finds that applying for Land Bank approval of the Newburgh Housing Development Fund Corporation/Newburgh Community Land Bank by ESD in the first application round is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to take all necessary steps to apply for land bank approval from the ESD in the first approval round by submitting the required application on or before 3:00 p.m. on March 30, 2012; and

BE IT FURTHER RESOLVED, that the City Manager be and he hereby is authorized to execute the land bank application as the designated municipal official for that purpose; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the by-laws of the Land Bank require the Board of Directors create a Community Advisory Committee composed of representatives of the areas in the land bank works, to advise and inform the actions of the board in the areas where it is working; and

DRAFT

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the by-laws provide for the appointment of non-voting alternate directors who can represent other segments of the community in Board discussions and get experience so that they can be considered to fill vacancies; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that that the current eleven board members of the Newburgh Housing Development Fund Corporation, Inc./ Newburgh Community Land Bank be and they hereby are appointed to serve as the interim Board of Directors of the entity seeking land bank designation from ESD and to act as the interim Board of Directors while all necessary policies and procedures are finalized in accordance with the statutory requirements of the Land Bank Act. The Board shall consist of a member of the Newburgh City Council to be appointed by the Council, the City Manager, the Chairperson of the Newburgh Property Remediation Task Force, and a member of the Newburgh Planning Board to be appointed by the Planning Board. The Board of Directors shall elect the remaining five members. Each Director elected by the Board of Directors shall hold office for a period of two years or until his or her successor is elected, except as otherwise provided by the By-Laws. Directors may succeed themselves. The directors are:

Curlie Dillard Councilman City of Newburgh	**Lisa Daily** *(Secretary)* Chairperson City of Newburgh Planning Board
Richard F. Herbek City Manager City of Newburgh	**Jenny Loeb** Regional Lead Organizer Community Voices Heard
Michael J. Vatter, Esq. *(Chairman)* Fire Chief City of Newburgh	**Cathleen Kenny** *(Treasurer)* Vice President for Finance and Administration and Treasurer Mount Saint Mary College
Fred Visconti *(Vice Chair)* Visconti Limousine	**Allan Atzrott** Chief Executive Officer St. Luke's Cornwall Hospital
Kevin White President Newburgh Performing Arts Academy	**David Potack** Vice President of Sales and Marketing Unitex
Bishop Jeffrey C. Woody House of Refuge International Ministries, Inc.	

DRAFT

RESOLUTION NO.: 35 -2012

OF

MARCH 12, 2012

A RESOLUTION RE-APPOINTING CHUCK THOMAS AND
BRIAN BURKE AS MEMBERS OF
THE WATERFRONT ADVISORY COMMITTEE

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Chuck Thomas and Brian Burke be and are hereby re-appointed to the Waterfront Advisory Committee for Three (3) year terms commencing on April 1, 2012 and expiring March 31, 2015.

RESOLUTION NO.: 36 - 2012

OF

MARCH 12, 2012

A RESOLUTION ASKING THE STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION TO CONDUCT A FORMAL INVESTIGATION AND STUDY IN CONNECTION WITH CASE NUMBER 812-3632; THE CITY OF NEWBURGH'S REQUEST FOR THE PERMANENT INSTALLATION OF A TRAFFIC SIGNAL ON REV. DR. MARTIN LUTHER KING JR. BOULEVARD AT FOURTH STREET IN THE CITY OF NEWBURGH, COUNTY OF ORANGE

WHEREAS, the New York State Department of Transportation installed a temporary signal to facilitate the use of Rev. Dr. Martin Luther King Jr. Boulevard at Fourth Street as a detour route in connection with the Robinson Avenue Reconstruction Project; and

WHEREAS, placement of the temporary signal proved to be a tremendous asset to the City of Newburgh; and benefited improved access to the Water Street businesses and restaurants along the Hudson River; and

WHEREAS, a review of accident records at this intersection indicated no increase in the number of accidents with the temporary signal in place; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and the safety of its residents and visitors alike to request that a permanent signal be installed;

NOW, THEREFORE, BE IT RESOLVED, that this Council of the City of Newburgh, New York, does hereby ask the State of New York Department of Transportation to conduct a formal investigation and study in connection with Case Number 812-3632; the City of Newburgh's request for the permanent installation of a traffic signal on Rev. Dr. Martin Luther King Jr. Boulevard at Fourth Street in the City of Newburgh, County of Orange; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to convey this Resolution to the appropriate officials in the New York State Department of Transportation.

RESOLUTION NO.: 37 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADDENDUM TO A CONTRACT WITH McVAC ENVIRONMENTAL SERVICES, INC. AND AMENDING RESOLUTION NO: 238-2011, THE 2012 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK FOR EMERGENCY SEWER MAIN CLEANING AT THE WATER DEPARTMENT

WHEREAS, by Resolution No. 5-2012 of January 9, 2012, the City Council of the City of Newburgh authorized the City Manager to negotiate and enter into a contract with McVAC Environmental Services, Inc. for the North Interceptor Trunk Sewer Cleaning Project in an amount not to exceed Three Hundred Thousand and 00/100 ($300,000.00) Dollars; and

WHEREAS, the Water Department identified a sewer main obstruction at the Water Filtration Plant which if left unresolved would have resulted in contamination of the City's water supply and subject the City to violations of New York State regulations; and

WHEREAS, McVAC Environmental Services, Inc. was already engaged by the City, on site, and ready, willing and able to begin cleaning the obstruction in the sewer main at the Water Filtration Plant; and

WHEREAS, the cost for the sewer main cleaning services at the Water Filtration Plant is Fifty-Nine Thousand, One Hundred Five and 00/100 ($59,105.00) Dollars; and

WHEREAS, this Council has determined that entering into an addendum to the agreement with McVac Environmental Services, Inc. for the additional sewer main cleaning services is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby declares that the sewer main obstruction at the Water Filtration Plant created an emergency condition under Section 103(4) of the New York State General Municipal Law; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an amendment to the contract with a McVac Environmental Services, Inc. for the sewer main cleaning at the Water Filtration Plant in the amount of $59,105.00; 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 Appropriated Fund Balance G.0000.0599.1000	$59,105.00	
Sewer Fund Maintenance & Supplies G.8120.0415		$59,105.00

ADDENDUM TO AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

McVAC ENVIRONMENTAL SERVICES, INC.

This Addendum to the Vendor Services Agreement is made and entered into this ____ day of _____, 2012 by and between and the City of Newburgh, New York, with offices at 83 Broadway, Newburgh, New York 12550 ("CITY") and McVAC Environmental Services, Inc., with principal offices located at 481 Grand Avenue, New Haven, Connecticut 06513 ("VENDOR"), dated February 2, 2012:

1. VENDOR agrees to supply to CITY all necessary equipment, labor and materials in connection with emergency services to remove sewer main obstruction at CITY's Water Filtration Plant, hereinafter "SERVICES" as set forth in the Proposal annexed hereto as Schedule "A".

2. For satisfactory performance of the SERVICES, the CITY agrees to compensate VENDOR on a time and materials basis as stated in Schedule "A", which is attached to and is part of this Addendum.

3. VENDOR and CITY agree that all other terms and conditions set forth in the Agreement for Vendor Services, dated February 2, 2012 shall remain in effect.

4. This Addendum, together with the Vendor Services Agreement, contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

McVAC ENVIRONMENTAL SERVICES, INC.	CITY OF NEWBURGH, NY
_____	_____
Name:	Name:
Title:	Title:
Date:	Date:

APPROVED AS TO FORM:

_____

MICHELLE KELSON,
CORPORATION COUNSEL

_____

CHERYL A. GROSS,
COMPTROLLER

"SCHEDULE A"

McVAC
Environmental Services, Inc.
An Equal Opportunity Employer

February 24, 2012

City of Newburgh
Engineering Department
Craig M. Marti, P.E.
City Manager
83 Broadway, First Floor
Newburgh, NY 12550

Dear Mr. Marti

Enclosed are invoices in connection with emergency services provided to the City of Newburgh for tank pump out at the Water Filtration Plant and Sewer system. Jet and vacuum services were used to remove sewer main obstruction on a time and material basis which are reflected on the enclosed invoices.

Sincerely

Joseph J. Barraco
Controller
McVac Environmental Services, Inc

481 Grand Avenue, New Haven, CT 06513 Ph (203) 498-1427 Fax(203) 498-1429

www.mcvacenv.com

RESOLUTION NO.: 38 - 2012

OF

MARCH 12, 2012

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF JAMES J. FOLLINI AGAINST THE CITY OF NEWBURGH, THE CITY OF NEWBURGH POLICE DEPARTMENT, P.O. JOSEPH PALERMO, P.O. PHILLIP MUGNANO, P.O. THOMAS REYNOLDS, P.O. WILLIAM HINSPETER AND TORCHES ON THE HUDSON, LLC IN THE AMOUNT OF FIFTY THOUSAND DOLLARS

WHEREAS, James J. Follini brought an action against the City of Newburgh, the City of Newburgh Police Department, P.O. Joseph Palermo, P.O. Phillip Mugnano, P.O. Thomas Reynolds, P.O. William Hinspeter and Torches on the Hudson, LLC; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Fifty Thousand ($50,000.00) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the plaintiff and the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of James J. Follini against the City of Newburgh, the City of Newburgh Police Department, P.O. Joseph Palermo, P.O. Phillip Mugnano, P.O. Thomas Reynolds, P.O. William Hinspeter and Torches on the Hudson, LLC in the total amount of Fifty Thousand ($50,000.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

CITY COUNCIL AGENDA

March 12, 2012

7:00 pm

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call
4. Approval of the minutes of February 23, 2012 Work Session and the February 28, 2012 City Council meeting

Presentations:

5. Land Bank Update

Communications:

6. Notice of Claim: Serena Forti v. City of Newburgh

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

7. Resolution No. 31 - 2012
   A resolution authorizing the City Manager or the Chief of Police, as Manager's designee, to execute an agreement with the County of Orange confirming the City of Newburgh's participation in the Stop DWI Program for the period of March 15, 2012 to May 31, 2012 providing the City with an amount not to exceed $3,465.00.

8. Resolution No. 32 – 2012
   A resolution authorizing the City Manager to execute an agreement with the County of Orange to provide for reimbursement of funds to the City of Newburgh with respect to certain urban renewal (public works) projects for the period January 1, 2012 to December 31, 2012 in the amount of $30,000.00.

9. Resolution No. 33 – 2012
A resolution authorizing the City Manager to apply for and accept a sub-grant from the Solar Energy Consortium of $25,000.00 per year for two years and estimating a budget.

10. Resolution No. 34 – 2012
A resolution authorizing the Newburgh Community Land Bank on behalf of the City of Newburgh to apply for Land Bank designation from the New York State Urban Development Corporation d/b/a Empire State Development Corporation under Article 16 of the New York State Not-for-Profit Corporation Law.

11. Resolution No. 35 – 2012
A resolution re-appointing Brian Burke and Chuck Thomas as members of the Waterfront Advisory Committee.

12. Resolution No. 36 – 2012
A resolution asking the State of New York Department of Transportation to conduct a formal investigation and study in connection with Case Number 812-3632; the City of Newburgh's request for the permanent installation of a traffic signal on Rev. Dr. Martin Luther King, Jr. Boulevard at Fourth Street in the City of Newburgh, County of Orange.

13. Resolution No. 37 – 2012
A resolution authorizing the City Manager to enter in an addendum to a contract with McVac Environmental Services, Inc. and amending Resolution No. 238-2011, the 2012 Budget for the City of Newburgh, New York for emergency sewer main cleaning at the Water Department.

14. Resolution No. 38 – 2012
A resolution to authorize a settlement in the matter of James J. Follini against the City of Newburgh, the City of Newburgh Police Department, P.O. Joseph Palermo, P.O. Philip Mugnano, P. O. Thomas Reynolds, P. O. William Hinspeter and Torches on the Hudson, LLC in the amount of $50,000 dollars.

15. Resolution No. 39 – 2012
A resolution authorizing the award of a bid and the execution of a contract with Standard Demolition Services, Inc. in connection with the demolition of 45 Chambers Street and 47 Chambers Street respectively at a cost of $65,375.00.

16. Resolution No. 40 – 2012
A resolution authorizing the purchase and installation of a secondary containment pad at the City of Newburgh Wastewater Treatment Plant at a cost not to exceed $20,000 dollars.

17. Resolution No. 41 – 2012
A resolution authorizing a Standard Work Day for elected and appointed officials which will be reported to the New York State and Local Retirement System.

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

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

Thursday, February 23, 2012

Members Present:	Mayor Judy Kennedy Councilwoman Regina Angelo Councilman Cedric Brown Councilman Curlie Dillard Councilwoman Gay Lee
Also Present:	Richard F. Herbek, City Manager Michelle Kelson, Corporation Counsel
Call to Order:	The meeting was called to order by City Manager Richard F. Herbek at 6:00 pm.
Executive Session:	At 7:50 p.m. a motion was made by Councilwoman Gay Lee and seconded by Mayor Judy Kennedy to enter into executive session regarding matters of pending litigation. YES: 5 NO: 0 CARRIED
Adjournment:	Upon consensus the Council adjourned the meeting noting the time as 9:40 p.m.

A regular meeting of the City Council of the City of Newburgh was held on Tuesday, February 28, 2012 at 7:00 P.M. in the Council Chambers at City Hall, 3rd Floor, 83 Broadway, Newburgh, New York 12550.

The Prayer was led by Sheila Monk followed by the Pledge of Allegiance.

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

Councilwoman Lee moved and Councilwoman Angelo seconded that the minutes of the February 9, 2012 Work Session and the February 14, 2012 City Council meeting be approved.

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

CARRIED

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the Notice of Claim and Summons & Complaint be referred to Corporation Counsel with power to act.

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

CARRIED

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Jonathan Jacobson, 25 Pierces Road, said that the Community Development Block Grant process is in shambles. The public is being told that decisions have been made when it is clear that no quorum was present at the meeting. Meetings are being held at irregular times with little or no notice to the public and reports are coming forth that people not on the Committee are participating as if they were on the Committee. He asked the Council to table the appointments for tonight and he stressed that this has nothing to do with the individuals who are being proposed. It has to do with the way that the CDBG Committee is conducting business. No appointments should be made until the Council and the public are assured that the process is open and transparent and that all procedures are followed fairly and correctly. Notice of meetings should be given in a proper manner to members of the Committee and the public and minutes of the meetings should be made available. He asked again that the Council table the appointments tonight until the Council and the public are assured that proper procedures are followed.

Janet Gianopolous, City of Newburgh said that if that is the case and there is a question about process, then she suggested the Council may want to consider also tabling resolution #28-2012 as well. At the very least we would need more details regarding this project because she understands that it involves CDBG money which is our tax money.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Dillard said that concerning resolution #28-2012 he has been involved with this project since he became a member of the City Council and 45 and 47 Chambers Street was one of the first projects that he saw that we could move forward with in a timely manner. He thinks that we have a unique opportunity here to get that eyesore taken down with a City minority contractor and city workers from this neighborhood. He thinks that this is a win for the City and for the community so he urged the Council to move forward with this resolution.

Mayor Kennedy said that two issues have been brought forward. One has to do with the way that the advisory committee for CDBG does their process and the other has to do with a completely different issue with the tear down of the property at 45 and 47 Chambers Street which has been in the works since last summer. It is a completely different project so she just wants to make sure that the public completely understands that. This is not something that was recommended by this advisory committee nor does this advisory committee have anything to do with that.

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

RESOLUTION NO.: 27 - 2012

OF

FEBRUARY 28, 2012

A RESOLUTION AUTHORIZING THE APPLICATION TO NEW YORK STATE ARCHIVES FOR A LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF) GRANT IN THE AMOUNT OF $36,259.52 WITH NO REQUIRED CITY MATCH FOR THE PURPOSE OF CONVERTING THE CODE COMPLIANCE PROPERTY FILES CURRENTLY IN THE RECORDS CENTER TO ELECTRONIC FORMAT

WHEREAS, the City has invested in the electronic document scanning and filing system "Laserfiche" through General Code as a result of a prior NYS Local Government Records Improvement Fund (LGRMIF) grant for Code Compliance and the City Clerk; and

WHEREAS, the "Laserfiche" system provides standardization of document and electronic record filing, as well as thorough key-word searching and expedited retrieval; and

WHEREAS, N.Y.S. Archives provides a grant for conversion of paper documents to electronic imaging through the Local Government Records Management Improvement Fund (LGRMIF); and

WHEREAS, the City is interested in the most effective management of its paper documents and electronic records; and

WHEREAS, the cartons holding approximately 1,963 Code Compliance property files currently in the Records Center are files that were culled from the active files due to space constraint, and are requested on an average of 2 or more files per week; and

WHEREAS, three New York State firms that do document conversion and entry into the Laserfiche document management system provided quotes, the lowest responsible of which was $27,660.52, and the preparation of the files would be done by temporary skilled clerks on site here in Newburgh for an estimated cost of $8,599; and

WHEREAS, this grant does not require a match;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the application be submitted to the New York State Archives Local Government Records Management Improvement Fund in the amount of $36,259.52, with no required City match, for the purpose of converting the Code Compliance property files currently in the Records Center to electronic format, and if awarded, the City Manager be hereby authorized to accept said grant if awarded and execute an agreement with New York State Archives.

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

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

ADOPTED

RESOLUTION NO.: 28 - 2012

OF

FEBRUARY 28, 2012

A RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY KNOWN AS 45 CHAMBERS STREET (SECTION 30, BLOCK 4, LOT 12) AND 47 CHAMBERS STREET (SECTION 30, BLOCK 4, LOT 11) TO HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC. AT PRIVATE SALE AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC. TO PERMIT ACCESS TO CITY OWNED PROPERTY IN CONNECTION WITH A JOINT REHABILITATION PROJECT WITH THE NEWBURGH COMMUNITY LAND BANK

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. (hereinafter referred to as "Habitat") is a well recognized nonprofit organization whose goal is to strengthen communities by helping to build houses with families in need and to eliminate poverty housing and make simple, decent houses available through volunteer labor and tax-deductible donations of money and materials; and

WHEREAS, the Newburgh Community Land Bank is a non-profit corporation organized under Article XI of the New York State Private Finance Housing Law and whose mission is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner through collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in the City of Newburgh; and

WHEREAS, the City of Newburgh, Habitat and the Newburgh Community Land Bank have identified City-owned property known as 45 Chambers Street and 47 Chambers Street, and more accurately described as Section 30, Block 4, Lot 12 and Section 30, Block 4, Lot 11, respectively, on the official tax map of the City of Newburgh, for a joint redevelopment project which involves the demolition of the existing structures and the new construction of two new units for home ownership to qualified Habitat families; and

WHEREAS, this joint redevelopment project requires the transfer of title from the City of Newburgh to Habitat, as well as a License Agreement for access to the property by Habitat, the Newburgh Community Land Bank and their employees, agents, volunteers and contractors for predevelopment and construction activity prior to the closing of title; and

WHEREAS, the City Council has determined that it would be in the best interest of the City of Newburgh, its residents and future development to sell the property known 45 Chambers Street and 47 Chambers Street to Habitat for $1.00 and other valuable consideration subject to the following conditions:

1. That Habitat homes are sold as single family homes, at no profit, constructed in part with sweat equity from the prospective homeowners and financed with affordable no interest mortgages; and

2. That Habitat will rehabilitate, and obtain Certificates of Occupancy for 45 Chambers Street and 47 Chambers Street from the City Building Department within eighteen (18) months from the date of taking title; and

3. A closing will take place on or before June 1, 2012 and upon the re-sale to the owner-occupants, the properties shall become subject to taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized and directed to execute and deliver a quitclaim deed to sell the properties described above, to Habitat for Humanity of Greater Newburgh, Inc., for the nominal price of One ($1.00) Dollar, and in consideration of the above listed conditions of sale; and

BE IT FURTHER 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 employees, agents, volunteers and contractors for access to 45 Chambers Street and 47 Chambers Street for predevelopment and construction activity in connection with the joint rehabilitation project with the Newburgh Community Land Bank.

Councilwoman Lee asked where do these funds come from and what is the process?

Michelle Kelson, Corporation Counsel, said that the resolution does not call for the expenditure of any City funds. Resolution #28-2012 authorizes the sale of real property from the City of Newburgh to Habitat and authorizes the execution of a license agreement for access to the property during the closing period so that pre-developing activities can take place so that when they are ready to do the rehabilitation they are ready to go as those dates have been set.

Councilwoman Lee again asked where the funds come from.

Michelle Kelson asked what funds? There are no funds associated with this resolution. She explained that the previous and current Council have discussed the CDBG funds for demolition of vacant and distressed properties and we have a list of our top ten eyesore, unsalvageable, blighted properties. We previously submitted a request for bids to demolish those properties as a group. In December, 2011, when those bids were opened they were deemed non-responsive and they were rejected. We reevaluated the bidding so instead of doing one large project we tried to break it down into smaller more manageable sized demolition contracts and to educate potential bidders about our HUD Section Three Plan requirements because we did not get good responses previously on that subject matter. A new bid solicitation was issued last week for the demolition of these two properties and it is on the website for anyone who is interested in seeing the advertisement and a pre bid meeting was scheduled to have occurred today. She is not exactly sure when the bids have to be submitted by but she believes that the bid opening is March 6th. At the next Work Session there will be a review of those bids so that the lowest responsible bidder can be awarded a contract for the demolition of these properties. She thinks that the estimated cost for the demolition of these properties is about $50,000.00. This particular resolution does not require or authorize the expenditure or any City funds.

Councilwoman Lee said that she is satisfied and she hopes that the public is as well.

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

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

ADOPTED

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, agents, volunteers 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 45 Chambers Street and 47 Chambers Street, and more accurately described as Section 30, Block 4, Lot 12 and Section 30, Block 4, Lot 11, respectively, on the official tax map of the City of Newburgh.

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 45 Chambers Street and 47 Chambers 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 cleaning, excavating, filling, boring, testing, sampling, restoration, construction 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 any environmental testing or demolition work in connection with a site assessment and evaluation of an inactive commercial 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.

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.: 29- 2012

OF

FEBRUARY 28, 2012

A RESOLUTION APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY COMMITTEE

WHEREAS, the City of Newburgh is awarded Community Development Block Grant ("CDBG") funds by the Department of Housing and Urban Development ("HUD") to support community development projects; and

WHEREAS, it is appropriate in keeping with the rules and regulations of HUD to appoint a committee to give guidance and advice with respect to the expenditure of CDBG funds for community development projects; and

WHEREAS, pursuant to Resolution No. 278-2010 of December 13, 2010 the membership of the CDBG Advisory Committee shall consist of the following nine (9) members:

- Four (4) members, at least two (2) of whom represent the low income community, on the basis of their knowledge and interest in housing, homeless needs, disability rights, youth services, seniors and social services.
- Three (3) professional practitioners on the basis of their expertise in the areas of housing, homeless needs, disability rights, youth services, seniors and social services.
- One (1) Member of the City Council.
- One (1) City employee who is a staff member of the Department of Planning and Development.

WHEREAS, it is appropriate to appoint members to such CDBG Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed as new members to the CDBG Advisory Committee, effective immediately:

Judy Kennedy - City Mayor
Marge Bell - Professional Practitioner
Tamie Hollins - Community Member

BE IT FURTHER RESOLVED, the following members hereby remain to serve as members to the Community Block Grant Advisory Committee

Torrance Harvey – Community Member
Timothy Hayes – Community Member
Jenny Loeb – Professional Practitioner
Ian MacDougall – Employee staff member of Department of Planning and Development
Brenda McPhail - Community Member

BE IT FURTHER RESOLVED, the City Council shall forthwith appoint one additional (1) Professional Practitioner by further Resolution, to bring the CDBG Committee to its full complement of nine (9) members.

Councilwoman Lee said that she would like this resolution to be tabled until they can find out what actually went on with the CDBG funds because it seems to have put the community up in arms. She agrees that there has been a lot of confusion so before they appoint new members we need to find out what is going on with our members and the staff.

Councilwoman Angelo said that she agrees this should be tabled.

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

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

TABLED

RESOLUTION NO.: 30 - 2012

OF

FEBRUARY 28, 2012

A RESOLUTION TO AUTHORIZE THE COMMENCEMENT OF LITIGATION AGAINST JOHNSON CONTROLS, INC. REGARDING THE PERFORMANCE CONTRACT FOR ENERGY AND OPERATIONAL COST SAVINGS

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, hereby authorizes litigation against Johnson Controls, Inc. regarding the Performance Contract for energy and operational costs savings.

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

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

ADOPTED

GENERAL COMMENTS

Kippy Boyle, 400 Grand Street, announced that there will be an Urban Forestry Relief Workshop next Friday at the New York Botanical Gardens. She thinks that this would be important for some of our community groups because they will be touring some sites such as the Youth Ministries for Peace and Justice which is a Church in the Bronx where volunteers have built a green roof and they have a solar panel grid and rainwater harvesting. Another tour will be of the public housing project called Bronx River Houses where they have an extensive rain garden and bio soil collecting which she feels would be good for not only community members but also our Water Department. The fee is $35.00 to $40.00 for the whole day and she understands that there is an anonymous sponsor who will support two people to attend so please contact her if anyone is interested. She added that tomorrow is March 1st and she is surprised that there are only four items on this agenda. There is so much work to be done in this City and not one of these items addresses the issues that we really thought were going to be accomplished in the first ninety days. Lastly, in regard to the Consolidated Iron Site, she would like the City to proactively get the final letter of determination from the EPA and whatever the obstacles were with that Letter of Intent the Council needs to be instructed that they need to be removed. Leyland and the City entered into a Letter of Intent and we have been quietly avoiding the issues there. If that is something that is holding up this process so that the public can utilize eight acres of our space, then they need to take care of it.

City Manager, Richard Herbek, said that the letters that we need from the Environmental Protection Agency have been a long time coming. The City has been very proactive in trying to work with the EPA to obtain the final clearance report. In addition to us working on this, Congressman Hinchey's office has been actively working on this and this afternoon he spoke with a representative there and was told that there was a promise made by the EPA that those final documents were to be sent to us by tomorrow. The promise has been made to us and we are doing everything in our power to secure those release documents. With regard to the exclusivity agreement with Leyland, the previous Council had a meeting with one of the representatives from Leyland and they reached a meeting of the minds on ending the exclusivity agreement. This has not been reviewed with the current Council as of yet which is something they need to do as they need to end this exclusivity agreement because it is preventing us from not being able to do much of anything with the Leyland properties until that agreement comes to a close. He said that they do have a final solution for that and probably within thirty to sixty days they will be coming back to the Council with another agreement that will end that exclusivity agreement.

Carmen Warren, 15 E. Parmenter Street, submitted copies of letters to the Council and said that she is here tonight because she received a violation from the Code Compliance Office. A project was started back in 2008 where Habitat and Leyland were building houses and they put electrical outlets in the ground for lampposts to be put on the block. One of them is right in front of her door which is uncovered and it's a hazard and now she is getting a violation from the City to get it fixed. They told her when they put the lamppost up that that part of the sidewalk belonged to the City so they need to get back with Leyland or Habitat and have them fix it or cover it. She gave the Council pictures with her letter so that they can see what she is talking about. This is a hazard to her family also. Someone fell and now has a lawsuit against the City which she doesn't want put on her because she didn't have it put there and she asked them not put it in front of her door but was told that she had no choice. She needs to know who is going to fix this and who is going to be held responsible.

Councilwoman Lee said that she thinks she is right that it is not her responsibility.

Mayor Kennedy agreed that we need to resolve this.

Sheila Monk, City of Newburgh said that the Mayor has talked about housing, jobs and accountability and it was stated at the Armory "I have a dream for the City of Newburgh". Martin Luther King also had a dream but his dream reflected his actions. She said that they would like to see changes in the City of Newburgh because the real issues with housing and jobs are not being addressed. She told the Mayor that they are going to start holding her accountable.

Barbara Smith, Powell Avenue said that in regard to resolution #28-2012 it states that the City of Newburgh is authorizing the sale of real property at 45 and 47 Chambers Street to Habitat. Then we come up with another issue of demolition of the buildings and the question is if we are selling this property for $1.00 to Habitat why are we responsible for or are we going to pay for the demolition from our CDBG funds. That is the question that should be answered.

City Manager, Richard Herbek, responded that they are trying to do a redevelopment strategy on Chambers Street and the demolition part of this is our responsibility. It is our part of the project and it is what we assumed responsibility for. This is all in conjunction with the Builders Blitz for June and each entity that is involved in this has certain responsibilities. This is part of the whole redevelopment strategy and it involves the newly formed Land

Bank. They are trying to bring about constructive and positive change to the City.

Ms. Smith said that that was a much clearer explanation than what she heard earlier.

Billy Robinson, Varick Homes, said that he has lived in Newburgh for fifty years and started boxing here. He used to train with Timothy Hayes-el who is trying to get something started for the youth because there is nothing for the kids to do around here. He knows that there are a lot of kids around here who would be interested but he can't do it by himself.

Fanett Tallegrand, 29 City Terrace, said that she doesn't see a lot of change being made. When Mayor Kennedy was running for election they sat together in Sunday School at the House of Refuge and they spoke. She contacted her after she was elected and told her that if anything was being done with community involvement that she would like to be involved so she left her phone number and information. She found out later that a youth team was formed and she was never contacted. She lives in the City of Newburgh and she is raising children here. She feels like there is not a lot of community involvement or reaching out from the Officials to involve the community. Some people complain about what is going on but she doesn't think that it is because they don't want to do anything it is just that they are not informed so they don't know what to do or how to get started. She went through the Yellow Pages and contacted the Congressman, Senate or whoever is involved that can help. She also called City Hall and was told that there would be a meeting tonight but nothing is received in the mail and there are no flyers or bulletins posted in public places. The older kids that are locked up right now come back to the City of Newburgh on Parole and can't find jobs so they are being left with no other option but to return back to the streets. She would like to know what kind of rehabilitation process is really taking place in the City of Newburgh to help these people. She added that she was hurt that she wasn't called or informed about something that was done with the youth because she has four small girls and is on Social Security. Her kids attend the Performing Arts which she pays for to offer them something else but many people can't afford certain things. She feels that there is no reaching out to the Community or involvement.

Councilwoman Lee thanked Ms. Tallegrand for bringing that up and said that she will talk to her after the meeting about some committees.

Brigidanne Flynn, City of Newburgh said that after attending the Work Session she thinks that a presentation by Police Chief, Michael Ferrara on the statistics he gave concerning the Bodega hours should be given at one of the

City Council meetings. She thinks that many people who speak about wanting the stores to remain open longer would be alarmed by some of the statistics that the Police Department is tracking.

MaryAnn Prokosch, City of Newburgh, hears people saying that they haven't seen anything happening yet. There is a priority list of goals that she heard the City Manager asking to be rated A,B,C and D which doesn't sound like a hard job and it needs to be done. That is the beginning of the road map to start making things happen and without it forget it. In regard to East Parmenter Street, she said that about four years ago when that project first started the street lights were taken down and there are stumps in the ground with broken wires so at this point they would probably have to be redone in order to put the street lamps on them. The street is very dark and it is an issue that there are no street lights. In regard to the CDBG money and the demo of the projects, she said that Habitat is a great partner. She can see them going in there and doing the Builders Blitz but she would like to see if we are going to take down properties and basically sell improved lots with city water and sewer. Let it start to become some sort of a revolving amount of money. If it costs us $50,000.00, someone should be willing to pay $30,000.00 for a lot that has water and sewer on it to put something new up. Then that money can go back into CDBG to move forward. Habitat isn't necessarily going to get every piece of property that we do a demolition on so if it is a private developer she would hope that we would get some of our money back.

Roxie Royal, City of Newburgh, said that she is proud to see someone else coming forth to let the Council know that the information about what is going on is not filtering into the City. Other people are seeing the same problem so she hopes that they understand that more communication needs to be developed with what is going on in this City. She added that she didn't attend the Work Session so she would like to hear the presentation that the Police Chief made about the hours of the Bodegas because that is a sore spot with her. She asked the Council and the Police Chief what is going on with our Police Community Committee. She knows that our contact person has retired but they haven't heard anything about who is taking over or when there will be another meeting. They have not really had a good meeting. They have made no connections with the community and they have not met amongst themselves. If they are going to have a committee, it should be active and that is one way to get information out to the City.

Stacy Burks, City of Newburgh, said that he is here on behalf of some of the people he serves as the new Pastor on the corner of South and Chambers Streets. He heard mention of the Bodegas and he knows that one of the reasons for shutting them down was to deter crime but late at night here in the

City of Newburgh if a single mother needs milk for her baby she can't go to the corner store. If she doesn't have a car, where does she go? What is happening is that we are punishing some because of other people which is not cool. He also read about the College Heights area and he remembers Urban Renewal so he wonders if people will be able to afford to stay there. If not, then where do they go? As for the information, when he hears about something he will let the people that he serves know about it. He will even bring as many people as he can in to be a voice and let everyone know what is going on. Half of the people that are concerned aren't even here because of a lack of knowledge.

Carmen Warren, 15 E. Parmenter Street, asked why is it that when something happens at every other bar in the City of Newburgh they lose their license and get closed down but the Terrace Lounge remains open even after she has called the police at least thirty times.

Timothy Hayes-el, City of Newburgh, said that he thinks we need to get with the people that live in this City first and try to fix some problems here so our first order of business should be to deal with the people who live here. We can't move forward by calling people from the outside to try to get things done. We have to start at home and then move forward.

Pebbles, City of Newburgh, read part of an article from the newspaper that stated Fire Chief, Mike Vatter, came before the City Council looking for a little relief. Another article stated that Mike Vatter not only serves as Fire Chief but he is also head of the City Code Compliance Department, Chairman of the Community Land Bank and he is a key member of the Committee dealing with the distressed properties in this City. He would like to take one of the Assistant Chiefs and create a Deputy Chief position to take care of a lot of the work in terms of running the Fire Department to give Chief Vatter an opportunity to focus more on the important things on his plate. She asked what *is* important on his plate? He is the Fire Chief but he is also Code Compliance and a key figure for the Committee dealing with distressed properties. She would like to know how these properties became distressed if he is Code Compliance. She suggested that Chief Vatter do his job as the Fire Chief in the Fire Department and allow other people to sit on the Board since it is a conflict and a problem. The most important thing on his plate would be the job he is getting paid for not the job that he is volunteering for but that is just her opinion. She added that a number of people have contacted her to talk about things that are going on with the City Council and in the City of Newburgh and she said that she will meet with them to talk and make them better prepared and willing to attend the Council meetings.

Michael Ferrara, Police Chief, said that the Police Community Relations Board has gone dormant for the past sixty days. At the end of 2011 not only did Lt. Rose retire but they lost a position so they had to consolidate the work. He said that he will do everything he can to restart those meetings and get that going again. There was a comment made about bars and licenses which is a concern. Whenever a bar is closed it is not closed by the City of Newburgh it is actually closed by the State Liquor Authority. Things such as fights, assaults and disorderly conduct get reported to the Police Department and then passed on to the State Liquor Authority where it is investigated. When a bar or restaurant gets closed down it is usually because of actions that have happened several months in the past. He said not to judge if a bar or premises is open now because it may not be open six months from now as those investigations are ongoing. It is not the Police Department that controls that.

Janet Gianopolous, City of Newburgh, said that resolution #28-2012 has come up a lot tonight so she wanted to clarify her concern. She is a homeowner and a taxpayer here in the City of Newburgh so if you say it is not coming out of the right pocket because it's coming out of the left pocket it is still coming out of her pocket. Whether it is city money or CDBG federal money it's still her money so she thinks it is understandable that they are all concerned at this time. In six months we will be looking at another Budget so it is not too early to be very careful as to how we spend money. In regard to material online, she said that the Work Session was not online and these are not Work Session minutes it is just an indication that a meeting happened. As far as using funds for demolition of a building, she thinks that we need to look at other possible uses for CDBG money. There are some lawsuits here and there may be cases that involve sidewalks so we have a lot of things that we need to pay attention to and to try to correct. We also have a number of strengths so she hopes that we don't forget that we can still work on solving the many things that need addressing. She also hopes that the people in the Chambers Street area are deeply involved in that build and that we welcome people from outside the city but we need to step up here and work on those things within the community.

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

PRESENTATIONS

The Horizons on Hudson 21st Century Community Learning Center Drama Program performed for the Council and audience to celebrate Black History Month.

COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that the Citizens Advisory met last Thursday evening and faithfully picked out fifteen applications which are in the hands of our Corporation Counsel right now and then they will come back to the Council so we will be ready to do our job. She thanked the Newburgh PBA because they donated a K9 German shepherd dog and they are about to give us a second one which we will be glad to have also. She added that the Library is still offering free help with Income Tax filing. You just have to make an appointment and go in because they have a lot of volunteers to help people. She just came from the Cantonment meeting tonight and they were discussing the wonderful three day holiday they had over at Washington's Headquarters. She said that we sponsor the Cantonment, Washington's Headquarters, Knox's Headquarters and Ellison House. They have a group called Friends of the Historic Sites and they raise money. So they were able to raise money plus they had about two thousand people show up which was great for the City of Newburgh. She thinks that their next program is scheduled for March 31st at the Ritz Theatre to choose General George Washington's lady. She ended by saying that the City is looking much cleaner.

Councilman Brown thanked everyone for coming and expressing their interests and concerns about the City. He said that he knew all along that it would be a slow process for them to get on board and get this city moving in the right direction. He assured everyone that they are well on their way in doing that but unfortunately change doesn't happen over night so they are working on getting things moving in the right direction. He encouraged the newcomers tonight to come back and keep this Council informed on what is going on in the community. They don't always know what is happening out there and their voice is always welcome to be heard in front of this Council. He added that the 21st Century Grant and those kids are what is good about the City of Newburgh. If anyone asks you what is good about the City of Newburgh he would like people to mention what happened here tonight and all month long for Black History Month.

Councilman Dillard thanked everyone for coming tonight and said that we could all take a lesson from our children. We must learn to listen to our children because they are fresh, inquisitive and honest. He thoroughly enjoyed the presentation tonight and asked everyone in attendance to think about becoming a mentor to our children here in the City of Newburgh because that is what is needed.

Councilwoman Lee agreed that the agenda was a little light tonight and she expected much more. She said that she was moved by the children who did the presentation tonight and she would like to see a photo of them taken holding hands in front of the Council table which should be posted everywhere because they are absolutely phenomenal. We can take a lesson from all of them. She noted that tomorrow in Albany is Aids Awareness Day and there will be a bus leaving around 7:30 a.m. from 280 Broadway. She wanted to thank Mr. Visconti for donating a bus so that city residents will be able to attend and she also wanted to thank Dunkin Donuts for being kind enough to make a generous donation of food so that the people on the bus will have something to eat. She said that one of the comments made, in her mind, spoke to integrity and she would like us to have integrity in everything that we do when we are making decisions. She wants us to have a system that everyone can see through so she is looking forward to that. Lastly, there are a number of articles in the newspapers and some of them get spun in a way that doesn't necessarily say what we are trying to say. For example, Councilman Dillard was quoted in an article and she took issue with two sentences being strung together in a Letter to the Editor where someone spun it to make it look like he was angry and against white people. She had a problem with that.

Councilman Dillard said that he could speak for himself and actually that night he was angry.

Councilwoman Lee noted that it didn't say that you were angry in the moment. It said that he is not an angry man as if it is implied that he is an angry man. Maybe at that moment he was angry but is he an angry man or was he angry at that moment? She is just saying that he is not an angry man and she didn't appreciate that being published.

Councilman Dillard said that he doesn't need anyone to speak up for him because he believes that right is right and wrong is wrong and he knows that the YMCA has been wrong for a number of years to this community and he will debate Bob Hatfield about that.

Mayor Kennedy said that we should go back to the children and figure out how we are going to work together and how we are going to compromise and move ahead. She is hearing the community ask tonight what change has happened. It has been about sixty days and it took about forty years for this City to get into the shape that it is in so in sixty days it is not going to get turned around. It is very difficult to report back to everybody about everything that is being done to move things ahead. For instance, today there was an Energy Consortium and a lot of people met who are working on trying to get a lot of jobs here. We are trying to get new people here with new jobs in this City and there are things going on on all kinds of fronts. It doesn't mean

that we are not doing anything if we are not talking about it at this City Council all the time. This forum is for conducting the business and passing resolutions and those kinds of things. It isn't always the forum to have a complete report on what we have been working on all day every week. There are many things going on and as we can see here tonight we have people asking what we are doing about housing. We are working on getting two new houses up but someone else asked if we should be spending there. We have lots of people with lots of different ways of seeing everything. It is not possible for this Council to please everyone all the time because everyone in this City has a different agenda and this group here is not the entire City. People are calling with a lot of issues. She has been working on how to get past due taxes paid in installments and finding ways to do that so they are working on all kinds of issues but they are not necessarily reporting all of those issues back to the public until they have answers. No one is sitting around doing nothing and she has put in a lot of hours trying to find answers. When she is told that she is going to be held accountable that is great but don't expect her to get out her magic wand and create results in sixty days. In terms of trying to get positive Press out about the City of Newburgh, we accomplished that with the events at Washington's Headquarters. We had a great review that was covered by several of the newspapers with some good information on something that is Historic and one of our greater assets. She apologized to Fanett and others about phone calls. She is responding every day to ten or fifteen phone calls and trying to get through forty to fifty e-mails so if she hasn't responded to someone it is not because she doesn't care or she doesn't want to. It has been a landslide flood of requests and she is doing the best that she can. She reminded everyone that this is not a full time position and she is trying to keep things in balance right now so she wants everyone to understand. The Community Action Teams have had a lot of publicity and she will give information about all of the team Captains which has been in the paper. She said that she needs help getting information out too because it is not easy to get to everybody. There are a lot of questions around the Bodegas because there are people who want it and people who don't. It is a very complex questions and it is something that is not going to get resolved over night. Police Chief Ferrara had a lot of data about that and we will probably be asking him to attend one of our meetings. It is something that will not get resolved overnight because there are too many complex issues around it. She understands that babies need milk but it is also true that mothers can plan ahead so we need to work on some of these things. She is not being flippant or not thoughtful about it but that is the situation right now. She added that sidewalks are a place for CDBG money as are other things so they are trying to keep in mind what is most important. This 45 and 47 Chambers Street has been a disaster so we have an opportunity right now with the builders donating time and other companies donating equipment. We have the City putting in effort and we have people volunteering their time to come and

build a two-family home. We have volunteers from inside and outside the City to provide housing so can't we come together and celebrate the fact that we are doing this as a community and that two more families will get a house? This is an opportunity to celebrate something really positive and she hopes that we have the whole community come down to watch a whole house go up in one week. It will really be fun to watch and see how they do that. She said that they are still working on goals and the City Manager is still compiling them. She agrees with an earlier comment that we need to get them together and prioritize but that doesn't mean that we are not working on things. She mentioned that in honor of Black History Month she talked with one of the Elementary Schools this past week about a woman named Harriet Jacobs who was a runaway slave in 1835. She was twenty-one when she ran and she hid for six and a half years in her grandmother's attic who was a freed slave. Harriet eventually made her way up to Cornwall-on-Hudson where she lived with a doctor who was an editor and writer so she learned to be literate and wrote her story. She encouraged everyone to read her story titled "Incidents in the Life of a Slave Girl" because it is a very powerful story. She asked everyone to mark April 14th on their calendars which is when the fifteen Community Action Teams will be celebrating and reporting on their first quarter. It will start at 11:00 a.m. at the Newburgh Armory so she encouraged everyone to come and hear what each of the teams is working on. If anyone in this community wishes to participate in helping move the community forward, here is an opportunity to do that and to get involved.

There being no further business to come before the Council the meeting adjourned at 8:25 p.m.

LORENE VITEK
CITY CLERK

CITY OF NEWBURGH

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

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Serena Forti vs. City of Newburgh

DATE: February 22, 2012

Please find attached Notice of Claim regarding the above, which was hand delivered to this office on this date.

Attachment

Cc City Manager
Mayor & Council

BlumbergExcelsior, Inc., PUBLISHER, NYC 10013

In the Matter of the Claim of

RECEIVED
FEB 22 2012
CITY CLERK

TO:

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

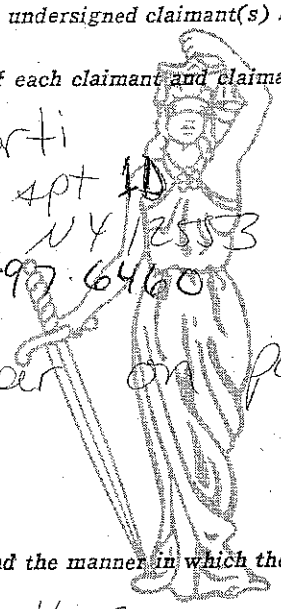
1. *The name and post-office address of each claimant and claimant's attorney is:*

Serena Forti
3204 Rt 9W apt 10
New Windsor NY 12553
Cell phone (845) 597-6460

mailing address:
103 Gardnertown Rd
Newburgh NY 12550

2. *The nature of the claim:*

damage to car on passenger side.



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

2/10/12 ~4:30pm
Pierces Rd, Newburgh NY 12550

4. *The items of damage or injuries claimed are (do not state dollar amounts)*

2011 Toyota Corolla, passenger side.
(hood, front panel, passenger door, passenger back door, Roof Side panel, rear side panel. plastic is also scratched but is not fixable without replacing piece.

pictures included - finger indicates where the damage was.

RESOLUTION NO.: 31 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE CHIEF OF POLICE AS MANAGER'S DESIGNEE TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE PERIOD OF MARCH 15, 2012 TO MAY 31, 2012 PROVIDING THE CITY WITH AN AMOUNT NOT TO EXCEED $3,465.00

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, to provide for the funding of the STOP-DWI Program within the City of Newburgh for the period of March 15, 2012 and ending May 31, 2012, which includes St. Patrick's Day and the Memorial Day holiday weekend enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, this Council has determined that entering into such agreement would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger or the Chief of Police as Manager's designee be and he is hereby authorized to execute an agreement with the County of Orange confirming the City's participation in the STOP-DWI Program in order to fund the additional cost of stepped-up police patrols and related court appearances for the period of March 15, 2012 through May 31, 2012, not to exceed $3,465.00

INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this ____ day of _____, 20__, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the City of Newburgh , a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 15, 2012 and end January 1, 2013.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee or any other compensation. The MUNICIPALITY 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. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, 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 COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, 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 IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'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 IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

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

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY 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 COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY 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 COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

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

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

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

COUNTY OF ORANGE

By: _____
Edward A. Diana
County Executive

DATE: _____

MUNICIPALITY

By: Michael D. FERRARA
Name: Michael J. Engel
Title: Police Chief

DATE: 2-24-12

SCHEDULE A

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 15, 2012 through May 31, 2012, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2012 through September 4, 2012, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – October 14, 2012 through January 1, 2013, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with State and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period (October, 2011-January 1, 2012), MUNICIPALITY is eligible for an award not to exceed $3465 covering 70 man-hours for the first enforcement period of 2012. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during the first enforcement period of 2012 as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2012.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2012 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

RESOLUTION NO.: 32 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE TO PROVIDE FOR REIMBURSEMENT OF FUNDS TO THE CITY OF NEWBURGH WITH RESPECT TO CERTAIN URBAN RENEWAL PROJECTS FOR THE PERIOD OF JANUARY 1, 2012 TO DECEMBER 31, 2012 IN THE AMOUNT OF THIRTY THOUSAND ($30,000.00) DOLLARS

WHEREAS, the Orange County Department of Public Works (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, a copy of which is attached hereto and made a part hereof, to provide for the funding of certain urban renewal projects within the City for the year 2012; and

WHEREAS, the County shall provide the City a total annual sum not to exceed Thirty Thousand ($30,000.00) Dollars for the completion of certain urban renewal projects; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached agreement with the County of Orange to provide for a total annual sum not to exceed Thirty Thousand ($30,000.00) Dollars in order to obtain the available funding for certain urban renewal projects.

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

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

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

WHEREAS, the **County** shall provide to the **City** a total annual sum of **THIRTY THOUSAND ($30,000.00) DOLLARS,** for completing the activities enumerated in this **Agreement** and performed during the period of **January 1, 2012 to December 31, 2012.** These funds shall be used exclusively for the acquisition, rehabilitation, improvements, and otherwise implementing and completion of urban renewal projects within the City's limits and as described herein (Exhibit A). The **County** shall have no obligation to the **City** beyond the payment of these monies in accordance with the terms and conditions of this **Agreement**, and

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

1. The **County** will pay to the **City**, for the Capital Improvements, an annual amount, not-to-exceed **THIRTY THOUSAND ($30,000.00) DOLLARS**. The **City** shall submit any and all documentation in support of such expenditures or the **County** may require fees under this **Agreement** as so that it may evaluate the reasonableness of the charges. All such requests shall be reasonable in time and scope; and

2. Proceeds shall be paid to the **City** for eligible costs based upon approved requests for payments. All requests for payments shall be directed to the Orange County Department of Public Works. Each request for payment shall include an itemization of all monies due for eligible costs, labor performed and/or materials supplied for the period covered by the request, a statement describing the eligible expenses, work that was performed using such labor and material, and a release of liens by subcontractors, laborers or material suppliers. Other appropriate receipts, invoices, bills or other documentation evidencing the expenditures to be reimbursed shall be appended to the request forms. As a condition of receiving payment, the **City** shall deliver to the **County** complete releases from all

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

3. The **City** agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this **Agreement**. The **City** agrees to retain all books, records, and other documents relevant to this **Agreement** for six (6) years after the payment or termination of this **Agreement**, whichever occurs later. **County**, State and/or Federal auditors, and any other persons duly authorized by the **County**, shall have full access and the right to examine any of said materials during said period; and

4. All provisions of Federal, State and local laws, rules, regulations and ordinances governing non-discriminatory practices; warranties against collusion; solicitation or procurement; warranties against conflicts of interest and compliance with applicable ethics laws; confidentiality; fair practices and other legally imposed safeguards shall apply; and

5. This **Agreement** shall be subject to such further agreements or amendments, as the parties deem appropriate and necessary. Neither party shall assign or subcontract its duties, practices or responsibilities to a third party without the express written permission of the other. Neither party shall be a subrogee of the other, nor be responsible to defend, indemnify or hold harmless the other as to third parties but for their own errors, acts and omissions which causes the other party to suffer a loss; and

6. The **County** shall have the right to terminate this **Agreement** at any time without recourse and, upon thirty- (30) days written notice to the other. Should the **County** terminate this **Agreement** prior to its expiration date for reasons other than **City's** default, the **County** shall pay unto the **City** the earned portion of the total contract **Agreement**; and

7. The **County** shall have no liability under this **Agreement** to the **City** or, to anyone, beyond funds appropriated and available for this **Agreement**; and

8. The **City** shall provide proof of Workers' Compensation and Disability Coverage's as required by the New York State Worker's Compensation Board and same shall be attached to this **Agreement**; and

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

10. The rights and obligations of the parties, and their respective agents, successors and assigns, if any, shall be subject to and governed by this **Agreement** as well as any amendments or attachments thereto; and

11. The acceptance by the **City** or its assignees of the payment under this **Agreement**, whether by invoice, judgement of any court of competent jurisdiction, or administrative means, shall constitute as a general release to the **County** from any and all claims of the **City** out of the performance of this **Agreement**.

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

CITY OF NEWBURGH:

_____
Richard F. Herbek
City Manager

Date: _____

COUNTY OF ORANGE:

_____
Edward A. Diana
County Executive

Date: _____

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) City of Newburgh 83 Broadway Newburgh, NY 12550	**1d. Business Telephone Number of Business referenced in box "1a"** 845-569-7303
1b. Effective Date of Membership in the Group 03/01/2008	**1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"**
1c. The Proprietor, Partners or Executive Officers are ☐ **included (only check box if all partners/officers included)** ☐ **all excluded or certain partners/officers excluded**	**1f. Federal Employer Identification Number of Business referenced in Box "1a"**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange 255-275 Main Street Goshen, NY 10924	**3. Name and Address of Group Self-Insurer** NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

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

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

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

Certified by: Douglas J. Hayden 07/01/2011 – 06/30/2012
(Print name of authorized representative of the Group Self-Insurer) Date

Certified by: Douglas J. Hayden
(Signature)

Title: PROGRAM MANAGER/PRESIDENT

Telephone Number 516-750-9405

GSI-105.2

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

GSI-105.2 (2-02) Reverse

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

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

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

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

In the Application of (Legal Entity Name and Address):	Business Applying For:
CITY OF NEWBURGH 83 BROADWAY NEWBURGH, NY 12550 PHONE: 845-569-7319 FEIN: XXXXX2329	OTHER: EXEMPTION OF DISABILITY INSURANCE From: ORANGE COUNTY

Workers' Compensation Exemption Statement:

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

Disability Benefits Exemption Statement:

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

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

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

SIGN HERE Signature: Cheryl A Gross Date: 6/21/11

Exemption Certificate Number
2011-012295

Received
March 16, 2011
NYS Workers' Compensation Board

CE-200 12/2008

RESOLUTION NO.: 33 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT A SUB-GRANT FROM THE SOLAR ENERGY CONSORTIUM ("TSEC") OF $25,000.00 PER YEAR FOR TWO (2) YEARS AND ESTABLISHING A BUDGET

WHEREAS, the City of Newburgh has applied for a grant from the Solar Energy Consortium ("TSEC") for the purposes of developing a database of industrial and commercial properties that would be appropriate for partners in the New York Renewable Energy Cluster Program; and

WHEREAS, this Program will provide expedited assistance to manufacturers seeking help with building code and other issues pertaining to starting or expanding renewable energy manufacturing operations within the City of Newburgh; and

WHEREAS, the City of Newburgh has been advised that such grant has been awarded in the amount of Twenty-Five Thousand ($25,000.00) Dollars per year for two (2) years; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to accept a sub-grant from the Solar Energy Consortium in the amount of $25,000.00 per year for two (2) years; and

BE IT FURTHER RESOLVED, that the budget is hereby established as follows:

GRANT FUND

Revenue:
CG.3412.4787.4001.2013
New York Renewable Energy Cluster Program $50.000.00

Expenditures
CG.3412.0448.4001.2013
Other Services $50,000.00

Subaward Agreement

Institution/Organization ("TSEC")	Institution/Organization ("Subrecipient")
Name: The Solar Energy Consortium, Inc. Address: 434 Old Neighborhood Road Kingston, NY 12401158	Name: City of Newburgh Address: 83 Broadway Newburgh, NY 12550
Prime Award No.: 01-79-14136	Subaward No.: 12550
Awarding Agency: US Dept. of Commerce, Economic Development Administration (EDA)	CFDA No.: 11.307
Invoice Frequency: ☐ Monthly ☒ Quarterly ☐ Other: Invoices should be sent to TSEC's Administrative Representative.	Cost Sharing Required: ☐ Yes x☐ No Description and dollar value of contribution:

Subaward Period of Performance:	Estimated Project Period (If incrementally funded):	Amount Funded this Action:	Est. Total (If incrementally funded):
October 1, 2011-September 30, 2013		$50,000	N/A

Project Title: New York Renewable Energy Cluster Program

Reporting Requirements [Check here if applicable ☐: See Attachment 4]

Terms and Conditions

1) TSEC hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of TSEC.

2) TSEC shall reimburse Subrecipient quarterly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), cost descriptions (including task), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference TSEC's subaward number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to TSEC's Financial Contact , as shown is Attachment 3, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. TSEC shall pay Subrecipient for termination costs as allowable under OMB Circular A-21or A-122, as applicable.

9) No-cost extensions require the approval of the TSEC. Any requests for a no-cost extension should be ad-dressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of TSEC:	By an Authorized Official of Subrecipient:
Date	Date

Attachment 1
Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the TSEC.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more that $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures TSEC that it complies with A-133 and that it will notify TSEC of completion of required audits and of any adverse findings, which impact this subaward.

☐ Subrecipient is a For-Profit entity, OMB Circular A-133, does not apply. For-Profit entities shall be governed by 45 CFR 74.26(d).

Attachment 2
Subaward Agreement
Prime Award Terms and Conditions

Standard award terms and conditions, see attachments:

1) "ECONOMIC DEVELOPMENT ADMINISTRATION STANDARD TERMS AND CONDITIONS"
2) "DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS"

Award specific terms and conditions:

PROHIBITED ACTIVITIES: It is understood the funds included in Section A of Special Award Condition IV may not be used for the procurement of food or beverages.

RESOLUTION NO.: 34 - 2012

OF

MARCH 12, 2012

RESOLUTION AUTHORIZING THE NEWBURGH COMMUNITY LAND BANK ON BEHALF OF THE CITY OF NEWBURGH TO APPLY FOR LAND BANK DESIGNATION FROM THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT CORPORATION UNDER ARTICLE 16 OF THE NEW YORK STATE NOT-FOR-PROFIT CORPORATION LAW

WHEREAS, pursuant to Resolution 255-2010 of November 8, 2010, as amended by Resolution 47-2011 of February 28, 2011, the City of Newburgh created an entity with a Board of Directors consisting of eleven (11) members under the New York State Private Housing Finance Law an d the New York State Not-for-Profit Corporation Law, and known as the Newburgh Housing Development Fund Company, Inc. and for the purpose of land banking activities; and

WHEREAS, in July 2011, New York State enacted Article 16 of the New York State Not-for-Profit Corporation Law (the "Land Bank Act") providing for the creation of land banks to be used by communities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use; and

WHEREAS, the Land Bank Act limits the number of land banks to be created in New York State to 10 and the creation of each land bank requires the approval of the New York State Urban Development Corporation d/b/a Empire Stated Development Corporation (ESD); and

WHEREAS, The City of Newburgh is an eligible Foreclosing Government Unit under the Land Bank Act and finds that applying for Land Bank approval under Article 16 of the New York State Not-for-Profit Corporation Law by ESD in the first application round is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to take all necessary steps to apply for land bank approval from the ESD in the first approval round by submitting the required application on or before 3:00 p.m. on March 30, 2012; and

BE IT FURTHER RESOLVED, that the City Manager be and he hereby is authorized to take such steps as necessary to form a not-for-profit corporation that meets the criteria of Article 16 of the New York State Not-for-Profit Corporation Law and to execute the land bank application as the designated municipal official for that purpose; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the by-laws of the Land Bank require that the Board of Directors create a Resident Advisory Committee

composed of representatives of the areas in which the land bank works, to advise and inform the actions of the board in the areas where it is working; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the by-laws provide for the appointment of non-voting alternate directors who can represent other segments of the community in Board discussions and get experience so that they can be considered to fill vacancies; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that that the current eleven board members of the Newburgh Housing Development Fund Company, Inc. be and they hereby are appointed to serve as the interim Board of Directors of the entity seeking land bank designation from ESD and to act as the interim Board of Directors while all necessary policies and procedures are finalized in accordance with the statutory requirements of the Land Bank Act. The Board shall consist of a member of the Newburgh City Council to be appointed by the Council, the City Manager, the Chairperson of the Newburgh Property Remediation Task Force, and a member of the Newburgh Planning Board to be appointed by the Planning Board. The Board of Directors shall elect the remaining five members. Each Director elected by the Board of Directors shall hold office for a period of two years or until his successor is elected, except as otherwise provided by the By-Laws. Directors may succeed themselves. The directors are:

Curlie Dillard Councilman City of Newburgh	**Lisa Daily** *(Secretary)* Chairperson City of Newburgh Planning Board
Richard F. Herbek City Manager City of Newburgh	**Jenny Loeb** Regional Lead Organizer Community Voices Heard
Michael J. Vatter, Esq. *(Chairman)* Fire Chief City of Newburgh	**Cathleen Kenny** *(Treasurer)* Vice President for Finance and Administration and Treasurer Mount Saint Mary College
Fred Visconti *(Vice Chair)* Visconti Limousine	**Allan Atzrott** Chief Executive Officer St. Luke's Cornwall Hospital
Kevin White President Newburgh Performing Arts Academy	**David Potack** Vice President of Sales and Marketing Unitex
Bishop Jeffrey C. Woody House of Refuge International Ministries, Inc.	

RESOLUTION NO.: 35 -2012

OF

MARCH 12, 2012

A RESOLUTION RE-APPOINTING CHUCK THOMAS AND
BRIAN BURKE AS MEMBERS OF
THE WATERFRONT ADVISORY COMMITTEE

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Chuck Thomas and Brian Burke be and are hereby re-appointed to the Waterfront Advisory Committee for Three (3) year terms commencing on April 1, 2012 and expiring March 31, 2015.

RESOLUTION NO.: 30 - 2012

OF

MARCH 12, 2012

A RESOLUTION ASKING THE STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION TO CONDUCT A FORMAL INVESTIGATION AND STUDY IN CONNECTION WITH CASE NUMBER 812-3632; THE CITY OF NEWBURGH'S REQUEST FOR THE PERMANENT INSTALLATION OF A TRAFFIC SIGNAL ON REV. DR. MARTIN LUTHER KING JR. BOULEVARD AT FOURTH STREET IN THE CITY OF NEWBURGH, COUNTY OF ORANGE

WHEREAS, the New York State Department of Transportation installed a temporary signal to facilitate the use of Rev. Dr. Martin Luther King Jr. Boulevard at Fourth Street as a detour route in connection with the Robinson Avenue Reconstruction Project; and

WHEREAS, placement of the temporary signal proved to be a tremendous asset to the City of Newburgh; and benefited improved access to the Water Street businesses and restaurants along the Hudson River; and

WHEREAS, a review of accident records at this intersection indicated no increase in the number of accidents with the temporary signal in place; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and the safety of its residents and visitors alike to request that a permanent signal be installed;

NOW, THEREFORE, BE IT RESOLVED, that this Council of the City of Newburgh, New York, does hereby ask the State of New York Department of Transportation to conduct a formal investigation and study in connection with Case Number 812-3632; the City of Newburgh's request for the permanent installation of a traffic signal on Rev. Dr. Martin Luther King Jr. Boulevard at Fourth Street in the City of Newburgh, County of Orange; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to convey this Resolution to the appropriate officials in the New York State Department of Transportation.

RESOLUTION NO.: 37 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADDENDUM TO A CONTRACT WITH McVAC ENVIRONMENTAL SERVICES, INC. AND AMENDING RESOLUTION NO: 238-2011, THE 2012 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK FOR EMERGENCY SEWER MAIN CLEANING AT THE WATER DEPARTMENT

WHEREAS, by Resolution No. 5-2012 of January 9, 2012, the City Council of the City of Newburgh authorized the City Manager to negotiate and enter into a contract with McVAC Environmental Services, Inc. for the North Interceptor Trunk Sewer Cleaning Project in an amount not to exceed Three Hundred Thousand and 00/100 ($300,000.00) Dollars; and

WHEREAS, the Water Department identified a sewer main obstruction at the Water Filtration Plant which if left unresolved would have resulted in contamination of the City's water supply and subject the City to violations of New York State regulations; and

WHEREAS, McVAC Environmental Services, Inc. was already engaged by the City, on site, and ready, willing and able to begin cleaning the obstruction in the sewer main at the Water Filtration Plant; and

WHEREAS, the cost for the sewer main cleaning services at the Water Filtration Plant is Fifty-Nine Thousand, One Hundred Five and 00/100 ($59,105.00) Dollars; and

WHEREAS, this Council has determined that entering into an addendum to the agreement with McVac Environmental Services, Inc. for the additional sewer main cleaning services is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby declares that the sewer main obstruction at the Water Filtration Plant created an emergency condition under Section 103(4) of the New York State General Municipal Law; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an amendment to the contract with a McVac Environmental Services, Inc. for the sewer main cleaning at the Water Filtration Plant in the amount of $59,105.00; 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 Appropriated Fund Balance G.0000.0599.1000	$59,105.00	
Sewer Fund Maintenance & Supplies G.8120.0415		$59,105.00

ADDENDUM TO AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

McVAC ENVIRONMENTAL SERVICES, INC.

This Addendum to the Vendor Services Agreement is made and entered into this ____ day of _____, 2012 by and between and the City of Newburgh, New York, with offices at 83 Broadway, Newburgh, New York 12550 ("CITY") and McVAC Environmental Services, Inc., with principal offices located at 481 Grand Avenue, New Haven, Connecticut 06513 ("VENDOR"), dated February 2, 2012:

1. VENDOR agrees to supply to CITY all necessary equipment, labor and materials in connection with emergency services to remove sewer main obstruction at CITY's Water Filtration Plant, hereinafter "SERVICES" as set forth in the Proposal annexed hereto as Schedule "A".

2. For satisfactory performance of the SERVICES, the CITY agrees to compensate VENDOR on a time and materials basis as stated in Schedule "A", which is attached to and is part of this Addendum.

3. VENDOR and CITY agree that all other terms and conditions set forth in the Agreement for Vendor Services, dated February 2, 2012 shall remain in effect.

4. This Addendum, together with the Vendor Services Agreement, contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

McVAC ENVIRONMENTAL SERVICES, INC.	CITY OF NEWBURGH, NY
_____	_____
Name:	Name:
Title:	Title:
Date:	Date:

APPROVED AS TO FORM:

_____

MICHELLE KELSON,
CORPORATION COUNSEL

_____

CHERYL A. GROSS,
COMPTROLLER

"SCHEDULE A"

McVAC
Environmental Services, Inc.
An Equal Opportunity Employer

February 24, 2012

City of Newburgh
Engineering Department
Craig M. Marti, P.E.
City Manager
83 Broadway, First Floor
Newburgh, NY 12550

Dear Mr. Marti

Enclosed are invoices in connection with emergency services provided to the City of Newburgh for tank pump out at the Water Filtration Plant and Sewer system. Jet and vacuum services were used to remove sewer main obstruction on a time and material basis which are reflected on the enclosed invoices.

Sincerely

Joseph J. Barraco
Controller
McVac Environmental Services, Inc

481 Grand Avenue, New Haven, CT 06513 Ph (203) 498-1427 Fax(203) 498-1429

www.mcvacenv.com

RESOLUTION NO.: 38 - 2012

OF

MARCH 12, 2012

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF JAMES J. FOLLINI AGAINST THE CITY OF NEWBURGH, THE CITY OF NEWBURGH POLICE DEPARTMENT, P.O. JOSEPH PALERMO, P.O. PHILLIP MUGNANO, P.O. THOMAS REYNOLDS, P.O. WILLIAM HINSPETER AND TORCHES ON THE HUDSON, LLC IN THE AMOUNT OF FIFTY THOUSAND DOLLARS

WHEREAS, James J. Follini brought an action against the City of Newburgh, the City of Newburgh Police Department, P.O. Joseph Palermo, P.O. Phillip Mugnano, P.O. Thomas Reynolds, P.O. William Hinspeter and Torches on the Hudson, LLC; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Fifty Thousand ($50,000.00) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the plaintiff and the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of James J. Follini against the City of Newburgh, the City of Newburgh Police Department, P.O. Joseph Palermo, P.O. Phillip Mugnano, P.O. Thomas Reynolds, P.O. William Hinspeter and Torches on the Hudson, LLC in the total amount of Fifty Thousand ($50,000.00) Dollars and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 39 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE AWARD OF A BID
AND THE EXECUTION OF A CONTRACT
WITH STANDARD DEMOLITION SERVICES, INC.
IN CONNECTION WITH THE DEMOLITION OF 45 CHAMBERS STREET
AND 47 CHAMBERS STREET RESPECTIVELY AT A COST OF $65,375.00

WHEREAS, the City of Newburgh has duly advertised for bids in connection with the demolition of structures located at 45 Chambers Street and 47 Chambers Street, respectively; and

WHEREAS, bids have been duly received and opened and Standard Demolition Services, Inc. submitted a bid in the amount of $65,375.00; and

WHEREAS, it has been determined that Standard Demolition Services, 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 45 Chambers Street and 47 Chambers Street, respectively, be and it hereby is awarded to Standard Demolition Services, Inc. for the bid amount of $65,375.00 and that the City Manager is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 40 - 2012

OF

MARCH 12, 2012

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A SECONDARY CONTAINMENT PAD AT THE CITY OF NEWBURGH WASTEWATER TREATMENT PLANT AT A COST NOT TO EXCEED TWENTY THOUSAND DOLLARS

WHEREAS, in 1999 the City constructed chemical bulk storage facilities at the Waste Water Treatment Plant in conjunction with our effluent disinfection program as required by New York State SPDES Permit; and

WHEREAS, a New York State Department of Environmental Conservation ("NYS DEC") inspection in November of 2011 identified violations related to the secondary containment features of the City's Chemical Bulk Storage Facilities; and

WHEREAS, on January 9, 2012, the NYS DEC served a Notice of Violation pertaining to said deficiencies; and

WHEREAS, the majority of the deficiencies have been rectified by Severn Trent Services under their operations contract with the City of Newburgh; and

WHEREAS, a remaining element of work pertaining to the secondary containment at the transfer area remains to be completed in order to comply with the NYS DEC regulations; and

WHEREAS, the projected cost of completion is $20,000.00, which includes the purchase of a chemical containment pad referred to in the attachment to this resolution; and installation of the chemical containment pad and an asphalt pavement surface at the transfer location; and

WHEREAS, this Council has determined that such purchase and installation is in the best interests of the City of Newburgh and in keeping with compliance with the NYS DEC;

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 approve the purchase and installation of a secondary containment pad at the City of Newburgh Wastewater Treatment Plant at a cost not to exceed Twenty Thousand ($20,000.00) Dollars; and

BE IT FURTHER RESOLVED, that the City Comptroller is hereby authorized to transfer funds as indicated below to effectuate such purchase and installation:

		Decrease	Increase
Sewer Fund Appropriated Fund Balance:	G0000.0599.1000	$20,000.00	
Sewer fund Repairs/Other Equipment	G.8130.0443		$20,000.00

"CONTAINMENT PAD" QUOTE FOR CJS ENG - NEWBURGH, NY

POC: Joseph Sagnis, Area Mgr., (845) 565-6182, Jsagnis@stes.com

Quote Date: Feb. 22, 2012

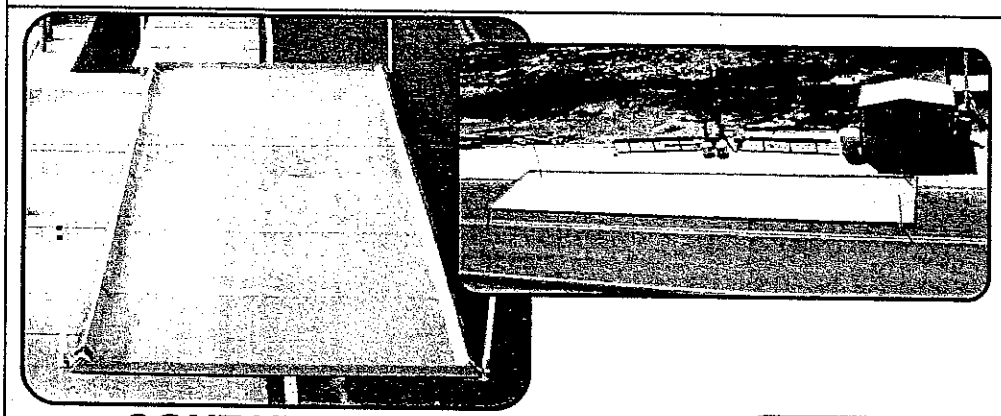
Quoted by: John Beaver, (800) 235-7421

Area Rep.: Scott Whittington, (610) 513-8698

System Width (ft.)	System Length (ft.)	End Walls Height (in.)	Capacity* (in gallons)	Price per SQ.FT.
10	16	3 5/8"	*305*	$39.00

SQ. Footage	Unit Price	
160	$6,240.00	
16	640.00	
1	275.00	$7,155.00
Optional 24" wide Integral ramps 12"up/12"down at $40 PLF:		
Filter Box $275 ea. :		
Steel Surcharge due to spike in raw steel pricing:		$812.50
Cost of Freight only (assembly by Customer) from Cleveland to Newburgh, NY:		1,400.00
Total Delivered Price for this System:		$9,367.50

Comprised of (2) panels (approx. 8' W x 10' L)weighing approximately 800lbs. each. Containment pad capacity - 305g. Integral Ramp Walls are incorporated into the 10 foot entry and exit walls. Inc: 4 - Pole Retainers with Line-of-Sight Poles, 4 - anchor clips, resin coated, four 1 1/2" drainports w/ a Filter Berm and brass Ball Valve.



SPILL CAPACITY*

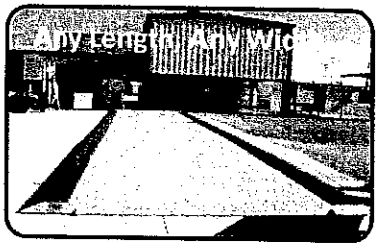
Length	=	15
Width	=	9
Height	=	0.302083
gal./qb.ft.	=	7.4805195
Capacity	=	305

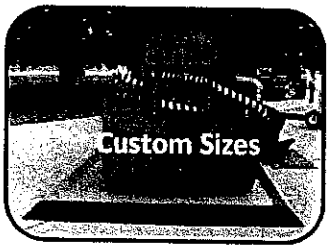
Provides a "secure" containment surface, free of cracks that compromise similar concrete systems. No ramps required. Ideal for high traffic areas used by cars or trucks.

CONTAINMENT PAD:

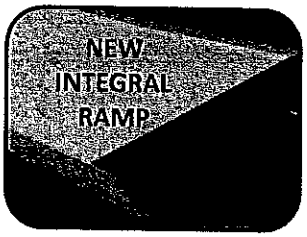
-- Product Description --

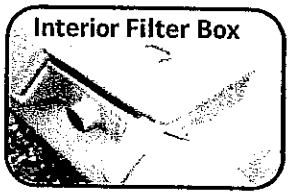
Surface mounted, relocatable, semi-permanent secondary containment. Constructed from heavy plate steel panels, encapsulated in a rugged fiberglass protective coating. Employs time proven joint sealing technology. Performs like concrete without the cracking and expansion joints!

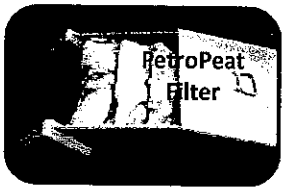


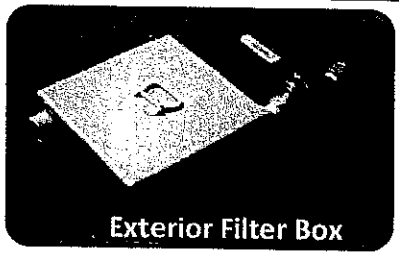


Add new **"integral ramps walls"** in place of any standard speed bump wall to smooth entry and exit from systems.

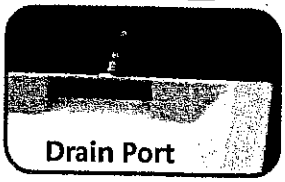


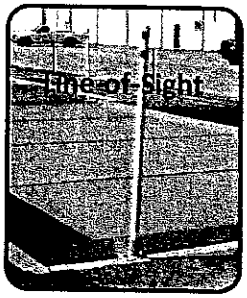






Rainwater Mgt. Add drain(s) as needed. Choose inside or outside filter berms with brass ball valve.
Add a passive release Bazooka drain blocker.
Line-of-Sight Poles for visual assistance





RESOLUTION NO. 41 - 2012

OF

MARCH 12, 2012

RESOLUTION AUTHORIZING A STANDARD WORK DAY FOR ELECTED AND APPOINTED OFFICIALS WHICH WILL BE REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM

BE IT RESOLVED, that the City of Newburgh hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked on the attached Schedule A to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body.