

1. Agendas

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CITY OF NEWBURGH COUNCIL MEETING AGENDA

July 16, 2012
7:00 pm

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call
4. Approval of the minutes of the June 14, 2012 Work Session meeting
5. Approval of the minutes of the June 18, 2012 City Council meeting
6. City Clerk's Report for the month of June
7. Registrar of Vital Statistics Report for the month of June
8. Civil Service Administrator's Report for the month of June

Communications:

9. Notice of Claim: Tanya Rhode v. City of Newburgh
10. Notice of Claim: Martinez & Ernesto Garcia v. City of Newburgh
11. Summons and Verified Complaint: Leroy Walden, Jr. and Evelyn Walden v. City of Newburgh

Proposed Public Hearings:

12. Resolution No. 110 – 2012
A resolution scheduling a public hearing for August 13, 2012 to receive public comment concerning the housing and community development needs of the City of Newburgh in order to assist in the preparation of its Housing and Community Development Plan for fiscal year 2013.
13. Resolution No. 111 – 2012
A resolution scheduling a public hearing for August 13, 2012 to receive public comment concerning a local law amending Chapter 270 entitled "Taxation" to provide for the addition of Article XII entitled "Exemption for Conversion of Certain Multiple Dwellings".

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

14. Resolution No. 112 – 2012
A resolution of the City Council of the City of Newburgh, New York supporting the Consolidated Funding Application of IL Strategy Group, Inc. as sister corporation of Independent Living, Inc. for Urban Initiatives Program Funding through the Office of Community Renewal.
15. Resolution No. 113 - 2012
A resolution rejecting all bids received in connection with the Johnes Street building demolition project.
16. Resolution No. 114 – 2012
A resolution authorizing the City Manager to accept a grant from the State of New York Department of Criminal Justice Services with no City match for the Operation Impact IX Program to enhance law enforcement in the City of Newburgh to achieve long-term crime reductions and authorizing the City Manager to execute any documents and take such actions required to carry out such program.
17. Resolution No. 115 - 2012
A resolution authorizing the City Manager to apply for and accept if awarded a grant from the Hudson River Estuary Program 2012 Mini-Grants Program, Round II, in the amount of \$5,000.00 for the South Street Park Waterfront Revitalization Project.
18. Resolution No. 116- 2012
A resolution authorizing the City Manager to enter into an agreement with C&N Amusements for amusement rides, attractions and concessions at the City of Newburgh International Festival.
19. Resolution No. 117- 2012
A resolution appointing Steve Ruelke and Virginia DiOrio to the City of Newburgh Board of Ethics and reappointing Dr. Benilda Armstead-Jones and Ramona L. Burton.
20. Resolution No. 118- 2012
A resolution of the City Council of the City of Newburgh approving an agreement with the City of Newburgh Industrial Development Agency as a sub-recipient of fiscal year 2012 community development block grant funds.
21. Resolution No. 119- 2012
A resolution reallocating a portion of the \$196,000.00 economic development initiative grant from the United States Department of Housing and Urban

Development for planning and design work in the Newburgh Community Land Bank target area and authorizing an agreement with the Newburgh Community Land Bank as a sub-recipient of the grant funds.

22. Resolution No. 120- 2012
A resolution authorizing the sale of City-owned properties through the sealed bid process.
23. Resolution No. 121- 2012
A resolution authorizing a public auction of City-owned properties (3 votes to carry)
24. Resolution No. 122- 2012
A resolution authorizing a public auction of City-owned properties (4 votes to carry)
25. Resolution No. 123- 2012
A resolution authorizing the City Manager to enter into an agreement with Erin Cousins to complete the analysis of "Impediments to Fair Housing Standards" as required by the United States Department of Housing and Urban Development.
26. Resolution No. 124- 2012
A resolution authorizing the City Manager to enter into a master services agreement between the City of Newburgh and C.T. Male Associates, P.C. for dam related engineering services.
27. Ordinance No. 5 - 2012
An ordinance amending Chapter 223 of the Code of Ordinances entitled "Peddlers, Vendors and Solicitors".

Old Business:

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, June 14, 2012

Members Present: Mayor Judy Kennedy
Councilwoman Regina Angelo
Councilman Curlie Dillard
Councilwoman Gay
Councilman Cedric Brown

Also Present: Richard F. Herbek, City Manager
Michelle Kelson, Corporation Counsel

Call to Order: The meeting was called to order by City Manager Richard F. Herbek at 6:05 pm.

Executive Session: At 9:00 p.m. a motion was made by Councilwoman Gay Lee and seconded by Councilwoman Regina Angelo 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 9:50 p.m.

A regular meeting of the City Council of the City of Newburgh was held on Monday, June 18, 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 Pastor Deronica Austin followed by the Pledge of Allegiance.

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

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the May 24, 2012 Work Session and the May 29, 2012 City Council meeting be approved.

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

CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the City Clerk's Report and the Registrar of Vital Statistics Report for the month of May be received, filed and made available to the Press.

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

CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the Civil Service Administrator's Report for the month of May be received and filed only.

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

CARRIED

PRESENTATION

The City Council presented Certificates of Recognition to the Newburgh Free Academy Girls' and Boys' Track Teams who recently competed in the Penn Relays.

COMMUNICATIONS

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

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

CARRIED

PUBLIC HEARING

Mayor Kennedy called a public hearing that was advertised for this meeting concerning a local law amending Chapter 248 "Sewers" of the Code of Ordinances of the City of Newburgh amending article IV entitled "Stormwater Management Regulations".

City Manager, Richard Herbek said that this is a requirement of State Law to be in compliance with the New York State Environmental Conservation regulations and laws related to stormwater management control and prohibition of illicit discharges and connections to the City MS4 system.

Mayor Kennedy said that this is to put us in compliance.

There being no one wishing to speak this public hearing was closed.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Brigidanne Flynn, City of Newburgh asked for the percentage or amount of the PILOT for resolution #88-2012. In regard to resolution #96-2012 she asked who the residents can lobby to help move this along. In regard to resolution #101-2012 she said that the last time we had the New York Main Street Program it wasn't promoted or advertised well so that needs to be done better this time. She also asked what the amount of the settlement is for resolution #107-2012.

Virginia Diorio, 17 Nott Place, said in regard to resolution #91-2012 that when this came up at the Work Session it was not clear as to who was going to use the money and what it was going to be used for. She thought she heard it was going to be for the Police but the resolution says Catholic Charities so it is not clear as to who is going to get this money and how are they going to use it to enforce underage drinking. She said that resolution #95-2012 confuses her because the Hospital doesn't have a Pharmacy. When she read about this funding she read that they have to contract with Pharmacies in the area in order to take part in the special discount program. She asked that they concentrate on creating contracts with local Pharmacies here in Newburgh. We need good Pharmacies here in Newburgh because we don't have enough of them and we don't have enough discount programs. If this money helps people in Newburgh get the medications they need at a discounted cost, then they are for it but they have to contract with local businesses.

Barbara Smith, Powell Avenue said in regard to resolution #109-2012 that she is in absolute support of anything that illuminates the City of Newburgh but when looking at the tape she believes that we need to ask this Committee to represent and show Newburgh in its entirety. The Mt. St. Mary College area is loaded with children of every age at all times playing and practicing while the parents have turned it into a picnic site with umbrellas and chairs. This is just another vision of what Newburgh is like. There are communities within the City of Newburgh that are absolutely beautiful and if she is to invite people in to her City then she has to let them know that there are things here other than just what that camera appearance shows. It is a good thing but the people who are producing it need to let the world know that there are different things here in the City of Newburgh and we are quite a diverse community which should be shown to people to invite them in.

Janet Gianopoulos, said that we just saw a presentation honoring some of our students from our local High School regarding their athletic accomplishments and resolution #90-2012 is regarding an enhancement program designed to reinforce the regular academic program yet we hear very

little from this smaller version of what she understands this Grant would expand and enhance. The resolution reads "Academic enrichment including providing tutorial services" so we need to know a lot more about those services so our parents can take advantage of them. In regard to resolution #94-2012, she is puzzled because the Newburgh Housing Authority seems to be using a different newspaper of record than City Hall and therefore a lot of the citizens were not aware of the public hearing regarding the N.H.A. She added that she is very much in favor of resolution #96-2012 as an additional Judge is one of the wisest moves we can make because we obviously have a lot of things to enforce and adjudicate.

Mary Ellen Korchinsky, 7 Central Avenue thanked the City Council and the City Manager for being willing to put up with the residents, serve the community and for pouring far more hours into their jobs each day than they ever imagined possible. Even though it seems like we constituents are quicker to criticize than to compliment we really do appreciate their hard work in good times and bad. She said that she is here tonight as a member of the Festival Committee Action Team in reference to resolution #109-2012. Their Committee grows bigger and more enthusiastic at each meeting but they need so many more ideas. She is excited by the possibility of a Festival that is anchored in the heart of our community in Downing Park which will stretch all the way down to Liberty Street and Washington's Headquarters. She is sure that everyone here is proud to be residents of Newburgh Illuminated because we are the first electrified city but our pride is not enough to create a better tomorrow so we need to instill that pride in the next generation to shape the future of Newburgh. One of the goals of the Festival is to incorporate our entire community by developing year long activities for our students from Head Start through N.E.A. and all the way through SUNY Orange. She has always believed that our schools are often overlooked as a treasure and a crucial component in the cohesiveness of this terrifically diverse community because they are the only places that bring us all together and by doing that they strengthen our entire community right now for us and for a future that we can only imagine. Everyone here is an equally crucial component within our diverse and often divided community and the Council has perspectives and community connections that few others can possibly have so they have the power to knit us together or pull us apart.

Terri Goldstein, 174 South Street, said that she has lived here for thirty five years and she is the Publisher of Hudson Valley Parent Magazine. They are committed to the children and families of our local community. Their magazine is distributed at Head Start, to parents at the High School and throughout our community. She asked the Council to support Newburgh Illuminated. She worked with Washington's Headquarters and they are planning an entire program just for families and the objective of this program

is to get kids involved and to understand the nature of electricity as we were the first community to be electrified in all of New York State. They are also going to involve kids in the program so that they will actually be participating. Through Central Hudson and RPI in Troy they are going to bring some of the latest technology to our kids here in the City so she asked the Council again to support this program because it will illuminate the entire City.

Thomas Aiken, North Miller Street, said that the secret is out that we are being poisoned because the lead pipes that are running under the City of Newburgh are deteriorating and going into our drinking water every day. This is the reason why we have criminal and aggressive behavior as well as ADHD in our children. The houses we are living in were built before 1890 so why are we still living in these houses under these conditions? Our children are inhaling lead dust and everyone knows the long term effects of that. Why is Newburgh the Murder Capital? All over the United States in these cities that we inhabit there is poison and this is the reason why we act the way we do.

Lillie Howard, City of Newburgh, said that she was looking at resolutions #90, #91, #98 and #99-2012 regarding funding for monies to be brought into this City to help low income people. She reminded everyone and read headlines from old newspaper articles, *"City Blew Federal Funds"* and *"City of Newburgh HUD Audited a Second Time"*. She doesn't want to see History repeat itself. *"City Used Money For Poor To Repay Loans Audit Finds"*. She hopes and prays that all of this money that is supposedly coming into this City is used to benefit those who these proposals have been written for.

Deronica Austin, City of Newburgh, said that at the Work Session in was noted that Safe Harbors would be having a healthy Café and she wonders if anyone did a community assessment as to whether or not we need another food establishment. There is a Café on Broadway, across the street we have the Hispanic restaurant and we have a healthy food truck on the corner. On the next corner we have another food initiative so that is five food establishments right in the same area. She feels that an assessment should be done to see if this is something that should be considered.

Roxie Royal, City of Newburgh, said in regard to resolution #90-2012 that she would like to hear more about that and know how it's going to happen. We have contractors working in the City right now and we don't see any results. Also resolution #91-2012 says that it will be enforced through Catholic Charities so she would like to know how they are going to enforce it and their method of doing so.

Pastor Rosie, 104 Broadway, said in reference to several resolutions that pertain to granting that any not-for-profit funding that is restricted to a certain item cannot be used for anything else. The donor restricts the money and the Federal Law says that it has to be used for what the donor says it is to be used for. The money is restricted and it has to be allocated according to the restriction so the City Council can't allocate it to a need that could be desperate for our City because we are not allowed to do that according to Federal Law.

Lisa Silverstone, Safe Harbors, said in regard to the resolution for the healthy Café that there were studies done in advance of this application. They are focusing on a healthy alternative Café which we don't currently have in our community right now and they hope that it could become a community gathering place where you can get a cup of coffee, be on the Wi-Fi and have healthy and affordable food.

Mona Paschke, 272 Liberty Street, said in regard to resolution #109-12 that she urges the Council to support Newburgh Illuminated in all the various ways that will come up in the costs of the planning and execution of projects for illumination. We have the ability to control our lives and as a community we have the ability to control the quality of our lives and our community. Let us celebrate ourselves as often as we can. She told the Council members to go to their churches and social and sport organizations to have them become part of the community. We are a city of history and Newburgh became the first City to be illuminated so let us continue to be bright.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Dillard said in regard to resolution #88-2012 that someone asked about the PILOT payment.

City Manager, Richard Herbek, responded that it is \$22,000.00 or 18%.

Councilman Dillard said in regard to resolution #90-2012 that he has been struggling with this. He has been asking the Directors for information and in the newspaper today it states that Newburgh had the least amount of graduating seniors in three Counties. With this kind of money coming in and a school Budget well over twenty million why are we dead last in graduating seniors? He thinks that we need to go back to the drawing board and collaborate with the schools more closely to find out what is going on. He would like to table this resolution. For resolution #91-2012, when it was discussed at the Work Session he was under the impression that this \$9300.00 would be coming from Catholic Charities to go to the Police Department but now he sees in the wording that the City Manager is to apply for and accept. Nothing was said about applying for anything and his feeling is that they want to accept it but not apply for it. When these Agendas are written, please make certain that there is no trickery in them because it is time out for shooting things past the Council and just expecting the Council to rubber stamp it.

Councilwoman Lee said in regard to resolution #109-2012 that they did not say that they did not support the Newburgh Illumination. What they said is that they didn't agree with the video because it didn't reflect pictures of children that were representative of the people who live here. That was and still is a concern. The idea she thinks is a good one but when she looks at this audience she sees a variety of people here and she would like the videos that come to the City Council to be representative.

Mayor Kennedy said that she also read the paper this morning stating that we are at the bottom of the chart for graduates at N.F.A. Whether we table this or not she said that one of the biggest reasons that our children don't graduate is because they don't read. We have to do something about getting our children to read by the third grade. We need to rethink what we are doing and make sure that our children read so if that is where all the money has to go then that is where it needs to go. She added that the opportunity to have this third Judge she is very much in support of and she hopes that we pass it tonight. In regard to resolution #109-2012, she wants to help the Council understand that when this video was made it was made as a quick presentation to what the Illumination Committee was doing. It wasn't meant

to be a marketing piece it was just meant to talk about the activities and general idea. The Committee is open to ideas from all sectors of the City and from all groups of people so her challenge to everyone is to let's make this a blow out Festival.

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

LOCAL LAW NO.: 3 - 2012

OF

JUNE 18, 2012

A LOCAL LAW AMENDING CHAPTER 248 "SEWERS"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
AMENDING ARTICLE IV ENTITLED
"STORMWATER MANAGEMENT REGULATIONS"

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 248, 'Sewers', Article IV entitled 'Stormwater Management Regulations' of the Code of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to comply with New York State Department of Environmental Conservation related to Stormwater Management/Control and Prohibition of Illicit Discharges and Connections to City MS4 System.

SECTION 3 - AMENDMENT

Chapter 248 entitled "Sewers", Article IV entitled "Stormwater Management Regulations" of the Code of the City of Newburgh is hereby amended by to read as follows:

§ 248-58. Definitions and word usage.

STORMWATER MANAGEMENT OFFICER (SMO)

An employee or officer designated by the municipality to accept and review stormwater pollution prevention plans, forward the plans to the applicable municipal board, inspect stormwater management practices and enforce the provisions of this Local Law in conjunction with other City officials and departments and other municipal agencies. Unless otherwise designated, the City Stormwater Management Officer shall be the City Engineer.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

A plan for controlling stormwater runoff and pollutants from a site during and after construction activities, and as described in and required by these regulations, including standards, criteria, requirements and enforcement thereof.

§ 248-59. Applicability.

- A. This Local Law shall apply to all water and other substances and materials entering the MS4 generated on any developed and/or undeveloped lands unless explicitly exempted by law, statute, rule or regulation or by an authorized enforcement agent or agency.
- B. A stormwater pollution prevention plan developed in compliance with the New York State Stormwater Management Design Manual dated latest revision and prepared in accordance with the specifications herein must be submitted by the Owner and/or by his agent as authorized hereunder for review and acceptability to all City agencies and officials having jurisdiction over approval of a land development activity, as defined in this Local Law, including any one or more of the following:
 - (1) A subdivision of land.
 - (2) The approval of a site plan.
 - (3) Issuance of a building permit where greater than one acre of property will be impacted.
 - (4) Construction or extension of an existing City street or property, or private roadway.
 - (5) Alteration of an existing drainage system or watercourse.
 - (6) Redevelopment of existing sites.
 - (7) Such other project undertaken within the boundaries of the City or on or adjacent to property in which the City has an interest which poses an impact upon such property and which in the opinion of the City Engineer requires the creation and implementation of such plan or plans as necessary to satisfy the Purpose and Objectives of this Law.

§ 248-60. Exemptions.

The following development activities are exempt from the Stormwater Pollution Prevention Plan Requirements.

- A. Developments which disturb less than one acre of land and which in the professional opinion of the Stormwater Management Officer will not cause or may be reasonably anticipated to not cause stormwater accumulation, discharges, or flows equivalent to or greater than such as are regulated under and restricted or prohibited hereunder, or which will not cause or may be reasonably anticipated to not cause prohibited discharges, pollution, erosion, sedimentation, flooding or other impacts intended to be regulated, restricted or prohibited by this Local Law, regardless of the size of the parcel of land being developed or re-developed.
- B. Agricultural land management activities.
- C. Maintenance or improvement of an existing structure which will not have an impact on the quantity and/or quality of surface water discharge from the site, and which are performed in such manner as to maintain pre-existing grade, facilities, boundaries, hydraulic capacity and/or function and purpose.
- D. Repairs to any stormwater management practice or facility deemed required by the Stormwater Management Officer.
- E. Cemeteries, graves, and plots therein which existed prior to the enactment of this law and/or which are exempt under State law, rule or regulation.
- F. Emergency activities undertaken to protect the life, health and safety of any person(s), or property or natural resources, as same may be deemed an emergency by the City Manager or by the Stormwater Management Officer.
- G. Home gardening undertaken for the personal benefit of the owner which does not generate the impacts intended to be regulated hereby.

§248-61. Prohibitions of illegal discharges.

No private or corporate person, owner, developer, contractor, site operator or other party or entity or agent shall discharge or cause to be discharged into any stormwater collection or conveyance system, natural watercourse or water body within the City of Newburgh or the MS4 any materials other than stormwater

except as provided in Subsection A(1) hereinbelow. The commencement, conduct or continuance of any illegal discharge to the MS4 is prohibited except as described as follows:

- A. The following discharges are exempt from discharge prohibitions established by this article, unless the Department or the municipality has determined them to be substantial contributors of pollutants or the cause of impacts prohibited hereunder: water line flushing or flushing of other portable water sources, landscape irrigation or lawn watering, existing diverted stream flows, rising groundwater, uncontaminated groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains, crawl space or basement sump pumps, air-conditioning condensate, irrigation water, springs, water from individual residential car washing, natural riparian habitat or wetland flows, dechlorinated swimming pool discharges, residential street washwater, water from fire-fighting activities, and any other water source not containing pollutants or causing impacts prohibited hereunder. Such exempt discharges shall be made in accordance with an appropriate plan for reducing pollutants or mitigating or eliminating prohibited impacts. With the exception of the discharges identified herein, no discharge piping from any floor drain, sanitary drains, process piping or other similar source shall be connected to any City-owned or -maintained stormwater collection and conveyance system. The Building Inspector and/or Code Enforcement Officer shall be authorized to enforce the provisions of this section.
- B. Discharges approved in writing by the SMO to protect life or property from imminent harm or damage, provided that such approval shall not be construed to constitute compliance with other applicable laws and requirements, and further provided that such discharges may be permitted for a specified time period and under such conditions as the SMO may deem appropriate to protect such life and property while reasonably maintaining the purpose and intent of this article.
- C. Dye testing in compliance with applicable state and local laws is an allowable discharge but requires a verbal notification to the SMO prior to the time of the test.
- D. This prohibition shall not apply to any discharge permitted under an SPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Department, provided that the discharger is in full compliance with all requirements of the permit,

waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the MS4.

- E. Violations of this section shall be punishable by the penalties set forth in § 248-76 herein. Every new day, measured from 12:00 midnight, during all of part of which a violation is found to exist shall constitute a separate violation hereof. In addition to such penalty, the City may bring a separate civil action in any court of competent jurisdiction to recover from any violator(s) the cost of any damages caused by such violation plus the cost of remediating such damage, plus any legal and attorneys' fees and costs associated with such action, including the right of the City to compel compliance or to restrain by injunction any such violations of this section. This shall be in addition to any other penalties or remedies provided by any other law, regulation, or rule or section hereof.

§248-68. Access and monitoring of discharges.

A. **Applicability.** This section applies to all facilities that the SMO must inspect to enforce any provision of this Law, or whenever the authorized enforcement agency has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this Law.

B. **Access to Facilities.**

1. The SMO shall be permitted to enter and inspect facilities subject to regulation under this Law as often as may be necessary to determine compliance with this Law. If a person who is the owner or is in control of or is responsible for such premises or who is a discharger has security measures in force which require proper identification and clearance before entry into its premises, such person(s) shall make the necessary arrangements to allow access to the SMO.
2. Facility operators shall allow the SMO ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records as may be required to implement this law.
3. The municipality shall have the right to set up on any facility subject to this Law such devices as are necessary in the opinion of the SMO to conduct monitoring and/or sampling of the facility's stormwater discharge.

4. The municipality has the right to require the facilities subject to this Law to install monitoring equipment at the expense of the owner, operator or responsible person(s) or discharger(s) as is reasonably necessary to determine compliance with this Law. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by such person(s) at their own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
5. Unreasonable delays in allowing the municipality access to a facility subject to this Law is a violation of this Law. A person who is the owner, operator, person responsible for or discharger of a facility subject to this Law commits an offense if the person denies the municipality reasonable access to the facility for the purpose of conducting any activity authorized or required by this Law. Such offense shall be considered a Class A Misdemeanor and may be prosecuted as set forth in §248-76.
6. If the SMO has been refused access to any part of the premises from which is stormwater discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this Law, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this Law or any order issued hereunder, then the SMO may seek issuance of a search warrant from any court of competent jurisdiction in addition to all other remedies as set forth in this Chapter.

§ 248- 70. Contents of a stormwater pollution prevention plan

The stormwater pollution prevention plan shall fully document compliance with the requirements of NYSDEC construction SPDES permit and New York State Stormwater Management Design Manual. All sites requiring a stormwater pollution prevention plan to be implemented must document a zero increase in peak discharge from the predevelopment conditions as compared to postdevelopment conditions.

§ 248- 71. Components of a pollution prevention plan

- A. Stormwater Pollution Prevention Plans shall be prepared by a professional licensed by the State of New York to prepare such documents. Plans shall consist of an analysis of the predevelopment runoff rates, versus post development runoff rates with engineering

controls implemented to assure that predevelopment peak discharge at property lines, streams or water courses are not exceeded in the post development conditions for each design storm event and return frequency. Each stormwater management report shall take into account existing soils, vegetation and cover types, and topography in the analysis. Reports shall identify engineering computations and variables utilized in all calculations. Any assumptions utilized in the calculations shall be clearly identified. Stormwater management reports shall comply with the requirements of the New York State Stormwater Management Design Manual, (year of latest revision), and appropriate regulatory guidelines and standards. Additional information shall be provided as requested by the Planning Board, Building Inspector, Stormwater Management Officer. Stormwater management reports will address both water quantity control as well as water quality control including storage requirements for water quality and/or volume, stream, brook and other water and watercourse protection, ten-year peak runoff control and a 100 year flood control. Detention ponds shall be analyzed for a 25 year return frequency storm event for pre and post development runoff analysis. This local law by reference will utilize the New York State Stormwater Management Design Manual (year of latest revision) as a basis for stormwater management and design guidelines for stormwater management practices; and shall include such other and further provisions as the Stormwater Management Officer may reasonably require as being in the best interests of the City and as are required or defined in all applicable laws, rules and regulations.

B. Such Plans shall include but not be limited to the following:

- (1) Background information and erosion and sediment controls:
 - (a) Background information about the scope of the project, including location, type and size of project.
 - (b) Site map/construction drawing(s) for the project, including a general location map. At a minimum, the site map should show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; on-site and adjacent off-site surface water(s); wetlands and drainage patterns that could be affected by the construction activity; existing and final slopes; locations of off-site material, waste, borrow or equipment storage areas; and location(s) of the stormwater discharges; *Site map should be at a scale no smaller than 1" = 100.*

- (c) Description of the soil(s) present at the site.
- (d) Construction phasing plan describing the intended sequence of construction activities, including clearing and grubbing, excavation and grading, utility and infrastructure installation and any other activity at the site that results in soil disturbance. Consistent with the New York Standards and Specifications for Erosion and Sediment Control (Erosion Control Manual), not more than five (5) acres shall be disturbed at any one time unless pursuant to an approved Stormwater Pollution Prevention Plan.
- (e) Description of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a pollutant source in stormwater runoff.
- (f) Description of construction and waste materials expected to be stored on-site with updates as appropriate, and a description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response.
- (g) Temporary and permanent structural and vegetative measures to be used for soil stabilization, runoff control and sediment control for each stage of the project from initial land clearing and grubbing to project close-out.
- (h) A site map/construction drawing(s) specifying the location(s), size(s) and length(s) of each erosion and sediment control practice.
- (i) Dimensions, material specifications and installation details for all erosion and sediment control practices, including the siting and sizing of any temporary sediment basins.
- (j) Temporary practices that will be converted to permanent control measures.
- (k) Implementation schedule for staging temporary erosion and sediment control practices, including the timing of initial

placement and duration that each practice should remain in place.

- (l) Maintenance schedule to ensure continuous and effective operation of the erosion and sediment control practice.
 - (m) Name(s) of the receiving water(s).
 - (n) Delineation Plan implementation responsibilities for each part of the site.
 - (o) Description of structural practices designed to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable.
 - (p) Any existing data that describes the stormwater runoff at the site.
- (2) Conditions A, B and C. In addition to the foregoing, land development activities as defined in this Law and meeting conditions "A", "B" or "C" below shall also include water quantity and water quality controls (post-construction stormwater runoff controls) as set forth below as applicable and as may be required by the Stormwater Management Officer .
- (a) Condition A: Stormwater runoff from land development activities discharging a pollutant of concern to either an impaired water identified on the Department's 303(d) list of impaired waters or a Total Maximum Daily Load (TMDL) designated watershed for which pollutants in stormwater have been identified as a source of the impairment.
 - (b) Condition B: Stormwater runoff from land development activities disturbing five (5) or more acres.
 - (c) Condition C: Stormwater runoff from land development activity disturbing between one (1) and five (5) acres of land during the course of the project, exclusive of the construction of single family residences and construction activities at agricultural properties.
- (3) SWPPP Requirements for Condition A, B and C:

- (a) All information in §248-71(B) (a-p) of this Local Law.
- (b) Description of each post-construction stormwater management practice.
- (c) Site map/construction drawing(s) showing the specific location(s) and size(s) of each post-construction stormwater management practice.
- (d) Hydrologic and hydraulic analysis for all structural components of the stormwater management system for the applicable design storms.
- (e) Comparison of post-development stormwater runoff conditions with pre-development conditions.
- (f) Dimensions, material specifications and installation details for each post-construction stormwater management practice.
- (g) Maintenance schedule to ensure continuous and effective operation of each post-construction stormwater management practice.
- (h) Maintenance easements to ensure access to all stormwater management practices at the site for the purpose of inspection and repair. Easement shall be recorded on the plan and shall remain in effect with transfer of title to the property.
- (i) Inspection and maintenance agreement binding on all subsequent landowners served by the on-site stormwater management measures in accordance with the provisions of this local law.

C. Plan certification.

- (1) The Stormwater Pollution Prevention Plan shall be prepared by a landscape architect, certified professional or professional engineer and must be signed by the professional preparing the plan, who shall certify that the design of all stormwater management practices meets the requirements in this local law.
- (2) Each contractor and subcontractor identified in the SWPPP who will be involved in soil disturbance and/or stormwater

management practice installation shall sign and date a copy of the following certification statement before undertaking any land development activity: "I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Stormwater Pollution Prevention Plan. I also understand that it is unlawful for any person to cause or contribute to a violation of water quality standards." The certification must include the name and title of the person providing the signature, address and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.

- (3) A copy of the SWPPP shall be retained at the site of the land development activity during construction from the date of initiation of construction activities to the date of final stabilization.

D. Other environmental permits. The applicant shall assure that all other applicable environmental or legal permits and other approvals have been or will be acquired for the land development activity prior to approval of the final stormwater design plan.

§ 248-73. Maintenance.

A. The Applicant or Developer

- (1) Stormwater management and stormwater pollution prevention plans shall address maintenance of all stormwater related improvements on subdivisions and site plans. Maintenance activity shall be the responsibility of the Owner and/or responsible party as defined herein of the site. Erosion control plans, in compliance with NYSDEC standards and as approved by the Planning Board, Zoning Board of Appeal, Building Department, Office of Code Compliance, or Stormwater Management Officer, or any office, department, agency or officer charged with enforcement of law, codes or regulations, shall be implemented prior to construction activities commencing on a site. Soil erosion control methods and techniques shown on the approved plans and any additional controls required by the Code Compliance Supervisor, Building Inspector, Stormwater Management Officer and/or City Engineer shall be implemented and maintained throughout the project construction phase. Erosion and sediment control devices shall remain properly maintained on the site until the site has been stabilized. Maintenance of stormwater management appurtenances

on site plans shall continue to be the responsibility of the site Owner and/or responsible party as defined herein. Periodic maintenance of stormwater management control is required to assure their functions. Maintenance shall be performed in accordance with the stormwater pollution prevention plan and sound environmental practices, and as may be reasonably required by the Stormwater Management Officer. Maintenance activities shall include, but are not limited to, mowing of vegetation, removal of debris, removal of sediment, cleaning of catch basins and pipes, repair and replacement of defective structures, equipment, or devices. During construction, sediment shall be removed from sediment traps, sediment ponds and other sediment collection facilities and points as soon as and whenever their total design capacity has been reduced for any reason or cause by fifty (50%) percent.

- (2) Post development maintenance of stormwater management facilities designed and constructed on a residential subdivision shall be performed by a Homeowners Association, or other individual, partnership, association, corporation, Owner or other legally-responsible party, or a drainage district established by the City Council in order to provide for required maintenance activities. Appropriate easements shall be provided to City and to other parties as necessary, for access to and maintenance of all stormwater management facilities. Costs for maintenance shall be borne either by a Homeowners Association, or other individual, partnership, association, corporation, Owner or other legally-responsible party, or a drainage district. Cost associated with maintenance within a district shall be assessed to each individual property annually on an ad valorem basis, as same is approved by the State Comptroller and as is assessed and administered under law.
- (3) The applicant or developer or their representative shall be on site at all times when construction or grading activity takes place and shall inspect and document the effectiveness of all erosion and sediment control practices. Inspection reports shall be completed every 7 days and within 24 hours of any storm event producing 0.5 inches of precipitation or more. The reports shall be delivered to the Stormwater Management Officer and also copied to the site log book.

B. Maintenance Easement(s). Prior to the issuance of any approval that has a stormwater management facility as one of the requirements, the applicant or developer must execute a maintenance easement agreement that shall be binding on all subsequent landowners served by the stormwater management facility. The easement shall provide for access to the facility at all reasonable times for periodic inspection by the City of Newburgh to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this local law. The easement shall be recorded by the grantor in the office of the County Clerk after approval by the Corporation Counsel for the City of Newburgh.

C. Stormwater Management and Maintenance after Construction.

- (1) Owners and/or other responsible parties are hereby made responsible for the continued operation and maintenance of all stormwater management facilities on properties, construction sites and subdivisions. The policy of the City of Newburgh is to reduce negative impacts associated with construction activities, including reducing impacts to receiving water quality as well as to maintain appropriate erosion, run-off and flood control from developed sites. All temporary soil erosion and sediment control devices and appurtenances required during the construction phase shall be maintained until sites become stabilized either through the provision of impervious surfaces or the establishment of vigorous vegetative growth, or the permanent establishment of such facilities and controls as the Stormwater Management Officer may reasonably require. All areas disturbed during construction shall be revegetated sufficiently to control erosion from all disturbed areas. Prior to issuance of a Certificate of Occupancy for a site plan or the first residential structure on a subdivision, the involved engineer shall certify to the Stormwater Management Officer that all stormwater management facilities have been constructed in conformance with the applicable stormwater pollution prevention plan. All appropriate and necessary elements of the stormwater pollution prevention plan shall become part of the approved site plan/subdivision and shall be enforceable by the City code enforcement officer. The City of Newburgh hereby recognizes that the stormwater management and soil erosion sediment control plans are an important part of site development plans and therefore require enforcement of the implementation of said plans as part of the site development building permit process, as well as of such other and further legal procedures as may be proper under

applicable law, rules and regulations. All site plans and subdivisions which are subject to this stormwater management Local Law shall contain appropriate notes under seal of the authorized and licensed professional responsible therefor requiring ongoing maintenance of all stormwater management facilities and devices during construction. Annual review and inspection of the stormwater management facilities by the Owner, homeowners association, or other responsible party, or district as may be applicable, shall be required; and such other further and more frequent reviews, inspections and reports thereupon shall be performed as the Stormwater Management Officer may reasonably require.

- (2) The owner or operator of permanent stormwater management practices installed in accordance with this law shall be operated and maintained to achieve the goals of this law. Proper operation and maintenance shall include as a minimum, the following:

- (a) A preventive/corrective maintenance program for all critical facilities and systems of treatment and control (or related appurtenances) which are installed or used by the owner or operator to achieve the goals of this law.
- (b) Written procedures for operation and maintenance and training and qualification of new maintenance personnel.
- (c) Discharges from the SMP's shall not exceed design criteria or cause or contribute to water quality standard violations.

D. Maintenance Agreements. The City of Newburgh may approve a formal maintenance agreement for stormwater management facilities binding on all subsequent landowners and recorded in the office of the County Clerk as a deed restriction on the property prior to final plan approval. The maintenance agreement shall be consistent with the terms and conditions of this local law and all applicable provisions of local or State code, rules and regulations. The City of Newburgh, in lieu of a maintenance agreement, at its sole discretion may accept dedication of any existing or future stormwater management facility, provided such facility meets all the requirements of this local law and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

E. Maintenance Bonds; Required documents and filing

- (1) Construction completion guarantee. In order to ensure the full and faithful completion of all land development activities related to compliance with all conditions set forth by the City in its approval of the Stormwater Pollution Prevention Plan, the City may require the applicant or developer to provide, prior to construction, a performance bond, cash escrow, or irrevocable letter of credit from an appropriate financial or surety institution which guarantees satisfactory completion of the project and names the City of Newburgh as the beneficiary. The security shall be in an amount to be determined by the City based on submission of final design plans, with reference to actual construction and landscaping costs. The performance guarantee shall remain in force until the surety is released from liability by the City, provided that such period shall not be less than one year from the date of final acceptance or such other certification that the facility(ies) have been constructed in accordance with the approved plans and specifications and that a one year inspection has been conducted and the facilities have been found to be acceptable to the City. Per annum interest on cash escrow deposits if any shall be reinvested in the account until the surety is released from liability.
- (2) Maintenance guarantee. Where stormwater management and erosion and sediment control facilities are to be operated and maintained by the developer or by a corporation that owns or manages a commercial or industrial facility, the developer, prior to construction, may be required in the City's discretion to provide the City with an irrevocable letter of credit from an approved financial institution or surety to ensure proper operation and maintenance of all stormwater management and erosion control facilities both during and after construction, and until the facilities are removed from operation. If the developer or landowner fails to properly operate and maintain stormwater management and erosion and sediment control facilities, the City may draw upon the account to cover the costs of proper operation and maintenance, including engineering and inspection costs. Owners, developers and/or their authorized agents shall execute necessary agreements, documents, deed restrictions, covenants or easements, and any and all other required documents required to comply with this and other provisions of this local law, and shall be responsible for satisfying all filing and certification requirements prior to final approval of a residential subdivision by the City Planning Board.

§ 248- 75. Fees for services.

The City of Newburgh may require any person undertaking land development or other activities regulated by this article to pay reasonable costs at prevailing rates for review of SWPPPs, inspections, or SWP maintenance performed by the City or performed by a third party for or on behalf of the City. The City may require the payment of such fees and/or the establishment of an escrow account in an amount to be determined by the City upon the recommendation of the Stormwater Management Officer to provide a fund sufficient to pay the reasonably anticipated costs thereof.

§ 248- 76. Enforcement; penalties for offenses; civil action and other remedies.

A. Notice of violation.

- (1) The City shall have the right to gain access to and to inspect any stormwater sewer or other collection system or conduct, whether man-made or natural or combination of both, in the same manner and with the same authority as provided by this article or by any law, code, rule or regulation which provides the City with the authority to gain access to and inspect property and structures to ensure and enforce compliance with all state and local building, fire, safety and health codes, rules and regulations, including but not limited to this article. When the City determines that a land development activity is not being carried out in accordance with the requirements of this article or that a person has violated a provision hereof, it may issue a written notice of violation to the landowner, operator, person responsible for same or the discharger. The notice of violation shall contain:
 - (a) The name and address of the landowner, developer, applicant, operator, discharger and/or responsible party.
 - (b) The address, when available, or a description of the building, structure or land upon which the violation is occurring.
 - (c) A statement specifying the nature of the violation.
 - (d) A description of the remedial measures required of the owner, operator, person responsible or discharger necessary to bring the land development activity and/or to eliminate any illicit or illegal connections or discharges and to bring such premises and persons into compliance with this article, and a time schedule for the completion of such remedial action.
 - (e) A statement of the penalty or penalties that are, shall be or may be assessed against the person to whom the notice of violation is

directed.

- (f) A statement and description of any monitoring, analysis and reporting requirements to be imposed.
 - (g) A statement that the determination of violation may be appealed to the municipality by filing a written notice of appeal within 15 days of service of notice of violation with the Code Compliance Office.
 - (h) The description of the required implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.
- (2) Cease and desist/stop-work orders. The City may issue a cease and desist and/or a stop-work order for violations of this article. Persons receiving a cease and desist or stop-work order shall be required to halt all land development activities, except those activities that address the violations leading to the order as the City may allow. The order shall be in effect until the City confirms that the land development activity is in compliance and the violation has been satisfactorily addressed. Failure to obey an order in a timely manner may result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this article.
- (3) Injunctions. Any land development or other activity that is commenced or is conducted contrary to this article may be restrained by injunction or otherwise abated in a manner provided by law. The City may recover from the violator(s) any and all of its costs and expenses, including attorneys' fees incurred in securing injunctive relief, fines or other relief or remedies.
- (4) Withholding of certificate of occupancy or other approval or permit. If any building or land development or other activity is installed or conducted in violation of this article, the City Engineer, Stormwater Management Officer and/or Code Enforcement Officer may prevent the occupancy of said building or land by withholding, suspending or rescinding a certificate of occupancy or other permit issued by any City agency or official.
- (5) Restoration of lands. Any violator may be required to restore land and related facilities to its undisturbed condition and to remove or to require corrections of defective or noncompliant or illegal connections to any storm sewer system or other system or conduit, whether man-made or natural or any combination thereof. In the event that restoration is not undertaken within a reasonable time after notice, the

City may take necessary corrective action, the cost of which shall become a lien upon the property until paid. If said cost remains unpaid, it shall become a tax upon the premises and may be enforceable by the City in the same manner as provided by law for the enforcement of unpaid taxes, as provided for and as described in § 248-65A(2) hereinabove.

- (6) Appeal of notice of violation. Any person receiving a notice of violation may appeal the determination of the SMO to the City Manager within 15 days of its issuance, who shall hear the appeal within 30 days after the filing of the appeal, and within five days of making a decision, shall file such decision in the office of the Municipal Clerk and mail a copy of the decision by certified mail to the violator(s).

B. Alternative remedies.

(1) Where a person has violated a provision of this article, he/she may be eligible for alternative remedies in lieu of a civil penalty, upon recommendation of the City Manager and/or SMO and/or Director of Code Compliance, where:

- (a) The violation was unintentional.
- (b) The violator has no history of previous violations of this article.
- (c) Environmental damage was minimal.
- (d) The violator acted quickly to remedy the violation.
- (e) The violator cooperated in investigation and resolution.
- (f) Other significant mitigating factors exist.

(2) Alternative remedies may consist of one or more of the following:

- (a) Attendance at compliance workshops.
- (b) Storm drain stenciling or storm drain making.
- (c) River, stream or creek cleanup activities.
- (d) Any other activity deemed by the City to be a significant contribution to the health, safety and welfare of the City of Newburgh, its citizens and/or the environment.

C. Penalties. Any person who commits any act in violation of any provision of this article shall be deemed to have committed an offense and shall be liable for penalties imposed herein for such violation. Each act committed in violation of any provision of this article shall constitute a separate offense. Each day a violation continues shall be deemed a separate act.

(1) Except as otherwise provided in this article, for every violation of every provision of this article, a person shall be subject to a fine of not less than \$200 but not more than \$1,000 or imprisonment not exceeding 15 days, or both.

(2) Any person violating this article shall be subject to a civil penalty enforceable and collectable by the City in the amount of \$500 for each such offense.

(3) In addition to the above-provided penalties, the City also may bring an action or proceeding in the name of the City in the City Court of the City of Newburgh, or other court of competent jurisdiction, to compel compliance with, or to restrain by injunction or otherwise, the violation of this article, or of the New York State Department of Environmental Conservation Rules and Regulations, notwithstanding that a penalty or other enforcement measure for such violation has otherwise been provided or imposed.

(4) In addition to the foregoing and at the City's discretion, after due notice and opportunity to correct any violation(s) have been given by the City, the City may undertake any and all necessary and proper actions to correct such violation(s). The City may, then seek full reimbursement for all of its costs and expenses, including attorneys fees and court costs, which the City has incurred for such corrections and any legal action brought hereunder, as provided in § 248-65A(2) hereinabove.

D. Remedies not exclusive. The remedies listed in this article are not exclusive of any other remedies available under this article; under any other local law, regulation, rule, code or ordinance; or under any applicable federal, state, county or regulatory law, code, rule or regulation, and it shall be within the discretion of the City and its enforcement officers to seek individual or cumulative or any combination of such remedies.

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

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

ENACTED

RESOLUTION NO.: 87 - 2012

OF

JUNE 18, 2012

RESOLUTION OF THE CITY COUNCIL ACCEPTING
LAND USE STREAMLINING RECOMMENDATIONS
FOR THE CITY OF NEWBURGH

WHEREAS, the Pace Law School Land Use Law Center has met with each of the City's land use boards individually and conducted two training sessions with land use board members and City staff to identify problems with the City's current land use project and approval process and researched best land use practices from other municipalities within New York State and across the country, and submitted a report to the City Council making recommendations for the streamlining of the City's land use process; and

WHEREAS, the City Council supports the land use streamlining process and finds that continuing the process is in the best interests of the City of Newburgh.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the following:

1. The City Council hereby accepts the Streamlining Newburgh's Land Use Process report and recommendations; and
2. The City Council hereby supports the review and updating of the City's land use laws, including an update of the City's entire Zoning Code;
3. The City Council hereby authorizes the City Manager to take such steps as are necessary to seek funding sources for a comprehensive update of the City's Zoning Code and to take other steps necessary and appropriate to implement the recommendations set forth in the Streamlining Newburgh's Land Use Process report.

Councilwoman Lee said that she will say yes to this but she would like the public to know that the streamlining recommendations are the beginning not the end. It is the beginning of starting to do the work in the City that is

necessary to bring us into this Millennium. She also thinks that we should have a community sustainability agreement along with this. This is not the end it is just the beginning.

Mayor Kennedy said that she agrees with Councilwoman Lee 100% and we need to measure our results so if it needs to be tweaked then we keep working on it. Newburgh really is open for business and we are getting things through in an expedient way.

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.: 88 - 2012

OF

JUNE 18, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT FOR THE
PAYMENT IN LIEU OF TAXES BY AND AMONG
THE CITY OF NEWBURGH AND VOISINS OF
NEWBURGH, INC.**

WHEREAS, the City of Newburgh (the "City") encourages a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for families and senior citizens of low income; and

WHEREAS, Voisins of Newburgh, Inc. (the "HDFC"), a New York not-for-profit corporation organized under Article XI of the New York Private Housing Finance Law ("PHFL") and Section 402 of the NYS Not-for-Profit Corporation Law has constructed, owned and maintained certain improved real property located at 51 Leroy Place, City of Newburgh, Orange County, New York, Tax Map No. Section 4, Block 8, Lot 24 (the "Land"), consisting of approximately seventy-eight (78) residential units for families and senior citizens of low income and known as Voisins of Newburgh, Inc. (the "Project"); and

WHEREAS, the HDFC's plan for the continued use of the Project constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the City Council to exempt the Project from real property taxes; and

WHEREAS, the HDFC is seeking a new PILOT Agreement whereby they will make annual payments in lieu of taxes to the City as set forth in the PILOT Agreement presented to the City Council for approval;

NOW THEREFORE, BE IT RESOLVED, that the members of the City Council hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approve the proposed PILOT Agreement by and among the City of Newburgh and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute and deliver the foregoing PILOT Agreement, in substantially the same form with other documents as Corporation Counsel may require, on behalf of the City.

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

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

ADOPTED

88-12

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT) BY AND AMONG
THE CITY OF NEWBURGH AND VOISINS OF NEWBURGH, INC.**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "PILOT Agreement" or "Agreement"), dated _____, 2012, by and among the **CITY OF NEWBURGH, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City"), **VOISINS OF NEWBURGH, INC.**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York, having its principal office located at 51 Leroy Place, Newburgh, New York 12550 (the "HDFC").

WHEREAS, the HDFC is the record owner of certain improved real property located at 51 Leroy Place, City of Newburgh, Orange County, New York, Tax Map No. Section 4, Block 8, Lot 24 (the "Property"); and

WHEREAS, the HDFC is a corporation established pursuant to section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC has been formed for the purpose of providing residential rental accommodations for low income families and senior citizens; and

WHEREAS, the HDFC will continue to own, redevelop, rehabilitate, renovate, maintain and operate a housing project on the Property consisting of approximately 78 dwelling units; and

WHEREAS, the HDFC's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the City Council members of the City of Newburgh, New York, by resolution adopted _____, approved and authorized the execution of this Agreement,

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the City of Newburgh ("City"), the Newburgh City School District ("School District") or other taxing

jurisdiction. Exclusions from the exemption described herein (in addition to assessments for local improvements) shall include special tax and/or special assessment districts, if any.

2. This tax exemption will operate for a period of twenty-five (25) years from July 1, 2012. This Agreement shall not limit or restrict the HDFC's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

3. So long as the exemption hereunder continues, the HDFC shall make annual payments in lieu of taxes ("PILOT") in the amount of the greater of Twenty-two Thousand and 00/100 Dollars (\$22,000.00) or Eighteen Percent (18%) of the effective gross rents ("PILOT Payment") to cover all Local and Municipal Taxes owed in connection with the Property and the Project. Annual PILOT Payments shall be due on _____ of each calendar year. PILOT Payments shall be mailed via First Class mail through the United States Postal Service to the City of Newburgh, Attention Tax Collector at 83 Broadway, Newburgh, New York 12550. So long as the tax exemption remains in effect, tenant rental charges for restricted units shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL.

4. The tax exemption provided by this Agreement will continue for the term described above provided (a) the Property continues to be used as housing facilities for families and senior citizens of low income, and (b) any of the following occur (i) the HDFC operates the Property in conformance with Article XI of the PHFL; or (ii) in the event an action is brought to foreclosure a mortgage upon the Property, and the legal and beneficial interest in the Property shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest shall operate the Property in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes and assessment of interest and penalties to the extent permitted by law. In the event the City commences a proceeding to enforce the provisions of this Agreement, then, in addition to the remedies to which the City shall be entitled, it shall have the right to award reasonable attorney fees. Notwithstanding the above, the City may terminate this Agreement, and the tax exemption shall thereupon terminate, pursuant to Section 6 hereof.

6. This Agreement and the exemption granted hereunder shall terminate pursuant to Section 5 above or in an event of default as follows:

(a) Failure of the HDFC to pay in full any payment due under this Agreement within thirty (30) days of mailing of written notice by the City stating that said payment is past due.

(b) Failure of the HDFC to comply with or perform any provision of this

Agreement if such failure continues in whole or in part for more than thirty (30) days after mailing of written notice by the City of such failure to comply or perform.

In the event of a default hereunder, in addition to the termination of this Agreement and the tax exemption, the City may exercise any and all rights or remedies permitted by law.

Notwithstanding any provision hereof to the contrary, the mortgagees of record with respect to the Property (the "Lender") shall have an additional period of thirty (30) days after the cure periods of the Borrower set forth in this Section 6 to cure any monetary defaults and an additional period of up to one hundred twenty (120) days to cure non-monetary defaults provided that the Lender shall diligently pursue such cure.

7. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. Copies of notices to the Company shall be provided to the Lender and investor for the Project at such address as may be designated in writing by the HDFC.

8. This Agreement shall inure to the benefit of and shall be binding upon the City, and the HDFC and their respective successors and assigns, including the successors in interest of the HDFC. There shall be no assignment of this Agreement except in accordance with Section 4 hereof or with written consent of the other party, which consent shall not be unreasonably withheld.

9. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

10. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the Property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

12. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City and the HDPC have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2011

CITY OF NEWBURGH, NEW YORK

By: _____

Name: Richard Herbek

Title: City Manager

DATED: _____, 2011

VOSINS OF NEWBURGH, INC.

By: _____

Name:

Title:

STATE OF NEW YORK

)
)

SS.:

COUNTY OF)

On the ____ day of _____ in the year 2012, before me personally appeared Richard Herbek, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK

)
)
)

SS.:

COUNTY OF

On the ____ day of _____ in the year 2012, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

RESOLUTION NO.: 89 - 2012

OF

JUNE 18, 2012

RESOLUTION AMENDING RESOLUTION NO: 238-2011,
THE 2012 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$38,000.00 FROM CONTINGENCY TO
CODE COMPLIANCE IN CONNECTION WITH THE PURCHASE
OF TWO VEHICLES FOR USE BY THE CITY OF NEWBURGH
DEPARTMENT OF CODE COMPLIANCE

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

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990. Contingency	\$38,000.00	
A.3620 Code Compliance		\$38,000.00
0202. Motor Vehicle		

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: 90 - 2012

OF

JUNE 18, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED MONIES
FROM THE NEW YORK STATE DEPARTMENT OF EDUCATION
FOR THE 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT
IN AN AMOUNT NOT TO EXCEED \$1,300,000.00**

WHEREAS, under the Federal 21st Century Community Learning Centers Program, a key component of the Federal *No Child Left Behind Act*, funds are available to community collaboratives to provide expanded academic enrichment opportunities for children attending low performing schools; and

WHEREAS, the legislation's specific purposes are to: (1) provide opportunities for academic enrichment, including providing tutorial services to help students (particularly students in high-poverty areas and those who attend low-performing schools) meet State and local student performance standards in core academic subjects such as reading and mathematics; (2) offer students a broad array of additional services, programs, and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, and recreation programs, technology education programs, and character education programs, that are designed to reinforce and complement the regular academic program of participating students; and (3) offer families of students served by community learning centers opportunities for literacy and related educational development; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a grant under the Federal 21st Century Community Learning Centers Program in an amount not to exceed \$1,300,000.00; and

WHEREAS, the City's 21st Century Community Learning Centers Program partners with the Armory Unity Center, Best Resources, SUNY Orange, St. Luke's Hospital, and the Newburgh Enlarged City School District for strengthening and expanding opportunities afterschool for children and youth; and

WHEREAS, this Council has determined that making such application and accepting if awarded is in the best interests of the City of Newburgh and its residents;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to apply for and accept if awarded the 21st Century Community Learning Centers grant in an amount not to exceed \$1,300,000.00 to support and expand, in collaboration with our valued community partners, quality afterschool services for children and youth in the City of Newburgh.

City Manager, Richard Herbek, said that this is the start of the process. The 21st Century Program will end in 2013 so this would be the extension of the program beyond that point in time and it is actually the start of a full application process. It has been an important program to this City and he has attended a number of their sessions over the last couple of years. Essentially it is broken down into three components. It is an afterschool program that provides homework assistance for the students that are in the program that is generally about one hour at the end of the school day. They get homework assistance from their teachers who are involved in the program. The second part deals with cultural awareness and the third part is athletic. There are all sorts of things that happen as a result of the program that he thinks are pretty valuable to the City and the people who are in the program and if anything this would help with the problem that the Council expressed earlier. He said that he doesn't know that much about the school district but this particular program is helpful. He is not familiar as to whether this can be changed or reconfigured but this was meant to start the process of applying for the next round of funding because the program will end he believes in 2013.

Councilwoman Dillard said that his concern is that the same people who are teaching during the day are also teaching at night but if they are failing during the day then they have to be failing at night. He is certain that there are other alternatives and that is what we should be looking at. We have retired educators and College students here as well as people who are knowledgeable about the community and they can all play a part in educating our children. He thinks we should take a closer look at this because this has been free money coming to the City for years.

Councilwoman Angelo said that if you read through the resolution it states "Whereas, the City's 21st Century Community Learning Centers Program partners with the Armory Unity Center, Best Resources, SUNY Orange, St. Luke's Cornwall Hospital and the Newburgh Enlarged School District" so there are more people involved than we think.

Councilwoman Lee said that she doesn't know if this is time sensitive and if it has to be submitted by June but what she knows of this funding stream is that it is designed to augment the educational services. What she has a serious problem with is that it reads as if it is two resolutions and it needs to be one. It says, "And authorizing any and all expenditures". She thinks that the expenditures need to come through the Council and we need to decide what we are going to pay for. She doesn't think that we would have the problems that we do have if we monitored the programs the way we should. What happened years ago she would like to think won't happen now. She would also like to think that she is pretty astute and if we are entering into a contractual agreement that we don't agree with then we need to say that and cut the contract. Councilwoman Angelo is right because agreeing to this resolution means that all of these people will be involved. She would say yes if they could just cross out "And authorizing any and all expenditures" because she doesn't want to authorize them before she sees them. That is her concern.

City Manager, Richard Herbek said that they could easily change it by deleting that section because he believes that the most important thing right now is to start the application process.

Councilman Dillard suggested that the Council should see every section of the application.

Councilwoman Lee said that we should get to decide whether or not we want to enter into contracts.

City Manager, Richard Herbek suggested that for now they authorize the application to apply for the grant and then we will take up the authorizations of contracts down the road.

Mayor Kennedy said that we have to get out of the box about this whole thing. This is meant to augment our school system which right now we are in the tank with and our children are not learning to read so this is over one million dollars that we can do something creative with to make sure that our children are learning to read. If that means relooking at how this grant is administered, we need to look at who is benefitting because she is not interested in doing the same old thing.

Councilwoman Lee said that we could add some new entities because as Councilman Dillard said we are already agreeing to enter into a contract with people who are being paid to educate our children and they are still struggling.

City Manager, Richard Herbek, said that for the moment all that we will be doing is applying for and accepting if awarded the funds.

Councilwoman Angelo said that we have twenty-eight vendors so is there a way to find out what each one is doing?

City Manager, Richard Herbek said that he will bring that back to the Council at an upcoming Work Session and they will have further discussion about how the program works and who the vendors are.

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

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

ADOPTED

RESOLUTION NO.: 91 - 2012

OF

JUNE 18, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A GRANT FROM THE NEW YORK STATE
OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES
FOR ENFORCING UNDERAGE DRINKING LAWS
WHICH IS ADMINISTERED THROUGH CATHOLIC CHARITIES
IN AN AMOUNT NOT TO EXCEED \$9,300.00

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a grant from the New York State Office of Alcoholism and Substance Abuse Services ("OASAS") for Enforcing Underage Drinking Laws ("EUDL") in an amount not to exceed \$9,300.00; and

WHEREAS, such grant is administered through Catholic Charities and is a reimbursable grant which requires the City to first expend monies to obtain reimbursement; and

WHEREAS, this Council has determined that said 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 apply for and accept if awarded from the New York State Office of Alcoholism and Substance Abuse Services for Enforcing Underage Drinking Laws which is administered through Catholic Charities in an amount not to exceed \$9,300.00 Dollars.

City Manager, Richard Herbek explained that the funds do go to the Police Department but it is funded through Catholic Charities.

Councilman Dillard questioned why Catholic Charities is administering this grant when in fact there is money taken out for administrative fees. If it goes to the Police Department, then give it all to them and let them administer it.

Councilwoman Lee asked if Catholic Charities is the pass through entity.

City Manager, Richard Herbek, responded with a "yes".

Councilwoman Lee asked if we could accept the grant on our own.

City Manager, Richard Herbek, said that that he doesn't know the answer to that question but he believes that it has to go through a not-for profit organization.

Mayor Kennedy said that a lot of these grants have to go through a not-for-profit in order to be passed so she thinks that is what this one is about.

City Manager, Richard Herbek, said that the City has been involved with this in the past so it is not something new. He believes that what the City has tried to do over the years is to latch onto any funding like this and probably a lot of it goes to overtime enforcement.

Councilwoman Lee asked if Catholic Charities is Team Newburgh.

Mayor Kennedy said that they are definitely a part of it.

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

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

Nays - Councilman Dillard - 1

ADOPTED

ORDINANCE NO.: 3- 2012

OF

JUNE 18, 2012

AN ORDINANCE AMENDING SECTION 220-19, "AQUATIC CENTER AND ATHLETIC FIELDS" OF CHAPTER 220, "PARKS AND RECREATION AREAS" OF THE CODE OF ORDINANCES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 220-19, "Aquatic Center and Athletic Fields" of Chapter 220, Parks and Recreation Areas, of the City Code of Ordinances of the City of Newburgh be and are hereby amended as follows:

Section 1. § 220-19. Aquatic Center and Athletic Fields.

- A. Use of the City's Aquatic Center shall be at the rates set forth in Chapter 163, Fees of this Code.
- B. All requests to use the athletic fields, except by City departments, boards or agencies, shall be submitted in writing to the City Manager or the City Manager's designee no less than 30 days prior to the date requested, except that all requests to use the athletic fields between May 1 and August 31 shall be submitted no earlier than February 1 of the current year. All such requests shall be on a form to be provided by the City Manager or the City Manager's designee and shall be accompanied by the fees set forth in Chapter 163, Fees, of this Code.
- C. Conditions and rules for use of athletic fields.
 - 1. The City Manager or the City Manager's designee shall have the sole authority to cancel or delay game(s) due to inclement weather and/or due to unsafe field conditions.
 - 2. No alcoholic beverages be served, distributed, used or possessed on City property.
 - 3. The City Manager or the City Manager's designee shall determine the hours during which games can be played Monday through Friday and maximum number of games to be played in a single weekday. On Saturdays, no games shall begin before 9:00 am and must end no later

than 10:00 pm. On Sundays, no games shall begin before 12:00 pm and must end no later than 5:00 pm.

Section 2. This Ordinance shall take effect immediately.

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

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

ADOPTED

ORDINANCE NO.: 4 - 2012

OF

JUNE 18, 2012

AN ORDINANCE AMENDING CHAPTER 293 ENTITLED "WATER"
OF THE CODE OF THE CITY OF NEWBURGH TO REQUIRE
CONNECTION TO CITY WATER SYSTEM AND PROHIBIT WATER WELLS

WHEREAS, Chapter 293, entitled "Water" of the Code of Ordinances of the City of Newburgh provides for rules and regulations governing the use of water within the City of Newburgh, and:

WHEREAS, in order to preserve and protect the integrity of the City of Newburgh water supply and distribution system and to provide for the public health, safety and welfare, the City Council of the City of Newburgh determines that it is necessary and appropriate to prohibit the installation and use of any and all new water wells servicing property within the City and to require all properties within the City to connect to the City's water supply and distribution system; and

WHEREAS, in order to accomplish this purpose, it is necessary to add Article VIII and to further amend Chapter 293, entitled "Water" of the Code of Ordinances of the City of Newburgh.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 293, entitled "Water" of the Code of the City of Newburgh be and is hereby amended to read as follows:

SECTION 1. Chapter 293, WATER

§ 293-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

OWNER

Any individual or individuals, partnership or corporation or any similar type of business organization, whether for profit or otherwise, in whose name title to a building stands.

§ 293-8. Connection to City water system required. Permission of Superintendant required to take water from municipal water system.

- A. The owner of any house, building, or property used for human occupancy, employment, recreation, commercial or other purpose, situated within the City are required, at such owner's expense, to install waterline facilities and connect such facilities directly to the City's water supply and distribution system in accordance with the provisions of this Chapter.
- B. No person shall use or take water from the municipal water system without permission from the Superintendent. New building operations which require water must make the necessary connections to the water system and install meters before drawing any water.

§ 293-8. Bills due when rendered; penalty.

All bills shall be due when rendered. Bills remaining unpaid 30 days after rendition shall be subject to the penalties set forth in Section C8.89 of the City Charter a penalty of 5%. Bills remaining unpaid 90 days after rendition will bear interest at the rate of 10% per annum dated from the date of rendition in addition to the penalty of 5%.

Article VIII. Water Wells

§ 293.39. Installation and use of water wells within the City prohibited.

- A. No owner of any house, building or property used for human occupancy, employment, recreation, commercial or other purpose situated within the City shall construct, dig, install or use a water well on such property and shall not supply such property with water from a well of any type.
- B. This section shall not apply to properties within the City that are supplied with water from a well prior to the effective date of this ordinance.

§ 293.40. Registration of water wells.

The owner of each water well within the City shall register with the Superintendent of Water all operational and non-operational water wells. The information shall be provided on a form approved and supplied by the Superintendant of Water and shall include the name and address of the owner or person responsible for the well, the exact location of the well, the size and depth of the well, the amount of water pumped per day, the amount of pressure on the

discharge of the pump and whether there is any protective devise installed on the waterline to prevent a backflow into the City's waterline.

§ 293.40. Discontinuance.

Whenever, upon examination, it shall appear that water from a well is contaminated with substances injurious to health or which may become injurious to health, the use of such water shall be discontinued and the well shall be filled in, unless otherwise determined by the Superintendent of Water that such use of the water shall not endanger the public health.

§ 293.41. Out of City users.

The provisions of this Article shall apply to all current and future out-of-City users that are or will be connected to the City's water supply and distribution system.

SECTION 2. This Ordinance shall take effect immediately.

Mayor Kennedy clarified that this prohibits only new wells.

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

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

ADOPTED

RESOLUTION NO.: 92 - 2012

OF

JUNE 18, 2012

A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT FOR THE USE OF THE STADIUM
LOCATED AT DELANO-HITCH RECREATION PARK
BY THE NEWBURGH HOOK ELITE BOXING CLUB
AND EBC SPORTS MINISTRY

WHEREAS, the Newburgh Hook Elite Boxing Club and EBC Sports Ministry wishes to enter into a license agreement with the City of Newburgh for the use of the stadium located at Delano-Hitch Recreation Park for a youth boxing program; and

WHEREAS, a copy of such license agreement is annexed hereto and made a part of this resolution; and

WHEREAS, the City Council has examined such license agreement and determined it to be in the best interests of the City of Newburgh to enter into such license agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh.

Councilman Dillard asked how long this license agreement is for.

City Manager, Richard Herbek, said it is through the end of the year only and expires on December 31st.

Councilman Dillard asked if they paid \$1,000.00 for six months.

City Manager, Richard Herbek, responded with a "yes".

Councilman Dillard asked if everyone else pays \$1,000.00 for six months.

City Manager, Richard Herbek said that the City is getting \$1,000.00 from Little League and \$10,000.00 from the Newburgh Nuclears. This is an agreement involving the specific use of space in a building and it is not something that can be handled through a permit process. It has to be handled through a license agreement and in this particular case we have encouraged the Newburgh Hook Elite Boxing Club to begin searching for an outside location. They have gotten the program off the ground and there are about seventy young people involved in it so it has been fairly successful up to this point. This will buy them a little more time to identify an outside location.

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

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

ADOPTED

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

THE NEWBURGH HOOK ELITE BOXING CLUB and EBC SPORTS MINISTRY, c/o Leonard Lee, 70 Johnes Street, Newburgh, New York 12550 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for the consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from June 1, 2012 to December 31, 2012.

ARTICLE 2: Obligation of the City.

The City shall grant to the Licensee a revocable license to use the municipal stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for a youth boxing program by the Newburgh Hook Elite Boxing Club for the period of time set forth above pursuant to a written schedule to be submitted to and approved in writing by the City Manager or his designee. The City shall provide space for players/participants in a location in the Delano-Hitch Recreation Park to be determined by the City Manager or his designee.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall provide the City Manager or his designee a written schedule of all programs and other uses of the facility for the term of the Agreement and failure to do so may result in City canceling any or all such program(s). No programs or other uses may be schedule to start after 8:00 p.m.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the facility as is required by their use thereof.

C. The Licensee shall, after each day of programs, return the facility to the City on that same day to a clean condition free of all equipment, garbage and debris. Licensee

shall clean up all garbage generated in the area designated for use and deposit in proper trash receptacle. The Licensee shall repair all damage incurred to the area designated for use during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

D. The Licensee shall have a representative with authority over all programs and activities present at all times. Licensee shall secure the facility after each use. Noise levels shall be kept at appropriate decibel levels so as not to disturb neighbors.

E. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in programs or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servant, employees or invitees during the period of this agreement.

ARTICLE 4: Payment.

The Licensee shall pay to the City, as and for a fee for the use of the facility during the period of this agreement, ONE THOUSAND (\$1,000.00 AND 00/100) DOLLARS.

ARTICLE 5: Insurance.

The Licensee shall not commence any program under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an

amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and

B. That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or
(b) The Licensee fails to make prompt payment or perform work as required by this agreement; or

(c) The Licensee fails or refuses to comply with all applicable laws or ordinances;
or

(d) The Licensee is guilty of substantial violation of any provision of this agreement.

(e) In the event the City elects to stop work or terminate this agreement on any ground or grounds set forth in subparagraphs (a) - (d) of this paragraph, the City shall provide the Licensee with written notice, no less than fourteen (14) days prior to such stop work or termination of this agreement, of the City's intent to so stop work or terminate this agreement and the ground or grounds therefore. In the event the Licensee shall cure such ground or grounds prior to the date noticed for stop work or termination of this agreement, the City shall not stop work or terminate the agreement on such grounds.

2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances, whether or not the Licensee, its agents or employees have been negligent. The Licensee shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort or kind. The Licensee shall assume all responsibility for risks or casualties of every description, for loss, death or injury to persons or property arising out of the nature of the performance, other than those wholly caused by Acts of God or conditions pre-existing this license. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance.

ARTICLE 11: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 12: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 13: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 14: Notices.

Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Newburgh Hook Elite Boxing Club
c/o Leonard Lee
70 Johnes Street
Newburgh, New York 12550
(845) 857-0612

ARTICLE 15: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 16: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

by: _____

RICHARD F. HERBEK
City Manager

NEWBURGH HOOK ELITE BOXING

CLUB

by: _____

LEONARD LEE

EBC SPORTS MINISTRY

By: _____

DR. BRUCE DAVIS
Pastor

Approved as to form:

MICHELLE KELSON
Corporation Counsel

CHERYL A. GROSS
City Comptroller

RESOLUTION NO.: 93 - 2012

OF

JUNE 18, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH HOUSE OF REFUGE
TO ALLOW USE OF CITY OWNED PROPERTY LOCATED AT
140 BROADWAY FOR THE TUESDAY FARM MARKET**

WHEREAS, the City of Newburgh is the owner of several parcels of real property located at 132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway"; and

WHEREAS, the Tuesday Farm Market has been held on the south side of Broadway between the House of Refuge and the Armory Building; and

WHEREAS, House of Refuge, the Tuesday Farm Market Manager and Orange County propose moving the Tuesday Farm Market to 140 Broadway, the City-owned land on the north side of Broadway, commonly referred to as the "Mid-Broadway site"; and

WHEREAS, the benefits of moving the Tuesday Farm Market include:

1. To provide greater visibility to attract more buyers and vendors;
2. To promote positive activity on Broadway; and
3. To provide more space for Orange County agencies to provide information and conduct demonstrations for the community; and

WHEREAS, moving the Tuesday Farm Market to 140 Broadway the requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with House of Refuge to allow access to and use of several City-owned properties for the purpose of holding the Tuesday Farm Market.

Councilwoman Lee moved and Councilwoman Angelo 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 HOUSE OF REFUGE, with offices at _____ as "LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

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

132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway".

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, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 140 Broadway, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Second: Licensee agrees to use and maintain said facilities 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: Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

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

Fifth: This Agreement and the license or privilege term is from July 1, 2012 to November 1, 2012.

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

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

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By:

Richard F. Herbek, City Manager

HOUSE OF REFUGE

LICENSEE

By:

Bishop Jeffrey Woody

RESOLUTION NO.: 94 - 2012

OF

JUNE 18, 2012

RESOLUTION OF THE NEWBURGH CITY COUNCIL, AS THE ELECTED LEGISLATIVE BODY OF THE CITY OF NEWBURGH, NEW YORK, IN ACCORDANCE WITH SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), APPROVING THE ISSUANCE BY THE NEWBURGH HOUSING AUTHORITY OF UP TO \$10,000,000 AGGREGATE PRINCIPAL AMOUNT MULTI-FAMILY HOUSING REVENUE BONDS (BURTON TOWERS, LLC PROJECT), SERIES 2012

WHEREAS, the Newburgh City Council (the "Council"), as the elected legislative body of the City of Newburgh, New York (the "City"), has been advised by the Newburgh Housing Authority (the "Issuer") that, in order to assist in the financing of a certain Project (as defined below) for the benefit of Burton Towers, LLC (the "Company"), a New York limited liability company, the Issuer proposes to issue, contingent upon the adoption of this Resolution, its Multi-Family Housing Revenue Bonds (Burton Towers, LLC Project), Series 2012, in an aggregate principal amount not to exceed \$10,000,000 (the "Bonds"); and

WHEREAS, the project (the "Project") shall consist of: (A) the acquisition by the Issuer of title to or a leasehold (or other) interest in an approximately 3.90-acre site located at 36 Cerone Place, Newburgh, New York, TMID No. 33.00-6-3.1 (the "Land") and the existing improvements located thereon, including a multi-story building structure with 126 housing units and related storage facilities (the "Existing Improvements"); (B) the renovation, reconstruction, refurbishing and equipping by the Company as agent of the Issuer of the Existing Improvements in order to (i) modernize approximately one hundred twenty five (125) one-bedroom apartments and one (1) two-bedroom Superintendent apartment, in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and applicable regulations promulgated by the United States Department of Housing and Urban Development ("HUD") and New York State Housing Finance Agency ("HFA") and/or Division of Housing and Community Renewal ("DHCR"), which are and will be leased to households of persons 62 years of age or older and earning 60% or less of the area's median gross income, (ii) modernize one non-subsidized superintendent's apartment, and (iii) install, construct and equip certain structural and mechanical upgrades and improvements to the Existing Improvements, including renovations to the

common areas, heating systems, plumbing, roof, windows and elevators (items (i), (ii) and (iii) collectively, the "Improvements"); (C) the acquisition of and installation in and around the Existing Improvements and Improvements of certain machinery, fixtures, equipment and other items of tangible personal property (the "Equipment" and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); and (D) paying certain costs and expenses incidental to the issuance of the Bonds (the costs associated with items (A) through (D) above being hereinafter collectively referred to as the "Project Costs"); and

WHEREAS, pursuant to Section 147(f) of the Code, interest on the Bonds will not be excluded from gross income for Federal income tax purposes unless the issuance of the Bonds is approved by the Council after a public hearing to consider both the issuance of the Bonds and the nature and location of the facilities financed therewith has been conducted following reasonable public notice; and

WHEREAS, on March 8, 2012, the Issuer held such a public hearing upon proper notice in compliance with Section 147(f) of the Code; and

WHEREAS, to aid the Council in its deliberations, the Issuer has made available to the members of the Council prior to this meeting (a) the Company's application to the Issuer for financial assistance; (b) the notice of public hearing published by the Issuer in *Times Herald-Record*, along with the affidavit of publication of such newspaper; and (c) the minutes of such public hearing held on March 8, 2012; and

WHEREAS, the Council, after due consideration of the foregoing, as the "applicable elected representative" of the City, within the meaning of Section 147(f)(2)(E) of the Code, desires to approve the issuance of the Bonds, provided THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE ISSUER AND SHALL NEVER BE A DEBT OF THE STATE OF NEW YORK (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING WITHOUT LIMITATION THE CITY OF NEWBURGH, AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING WITHOUT LIMITATION THE CITY, SHALL BE LIABLE THEREON.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWBURGH CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK:

Section 1. For the purpose of satisfying the approval requirement of Section 147(f) of the Code, the Council hereby gives its approval of the issuance

by the Issuer of the Bonds and related acts to be taken by the Issuer as part of the Project, provided that the Bonds, and the premium (if any) and interest thereon, shall be special obligations of the Issuer and shall never be a debt of the State or any political subdivision thereof, including without limitation the City of Newburgh, New York, and neither the State nor any political subdivision thereof, including without limitation the City of Newburgh, shall be liable thereon. This approval is given pursuant to Section 147(f) of the Code for the sole purpose of qualifying the interest payable on the Bonds for exclusion from gross income for federal income tax purposes pursuant to the provisions of Sections 103 and 141-150 of the Code.

Section 2. This Resolution shall be deemed to be made for the benefit of the holders of the Bonds.

Section 3. This Resolution shall take effect immediately.

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

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

ADOPTED

RESOLUTION NO.: 95 - 2012

OF

JUNE 18, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A MEMORANDUM OF UNDERSTANDING NUNC PRO
TUNC BETWEEN THE CITY OF NEWBURGH AND ST. LUKE'S
CORNWALL HOSPITAL TO ALLOW FOR THE PARTICIPATION IN THE
DRUG DISCOUNT PROGRAM ESTABLISHED UNDER SECTION 340B OF
THE PUBLIC HEALTH SERVICES ACT**

WHEREAS, St. Luke's Cornwall Hospital is a New York not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the State of New York; and

WHEREAS, St. Luke's Cornwall Hospital desires to participate in the Drug Discount Program established under Section 340B of the Public Health Services Act (the "340B Program"); and

WHEREAS, in order to participate in the 340B Program, St. Luke's Cornwall Hospital must enter into an agreement with a unit of the state or local government pursuant to which St. Luke's Cornwall Hospital commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and

WHEREAS, St. Luke's Cornwall Hospital desires to make such a formal commitment to the City of Newburgh and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh to agree to accept such commitment on behalf of the citizens of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a Memorandum of Understanding Nunc Pro Tunc between the City of Newburgh and St. Luke's Cornwall Hospital to allow for the participation in the Drug Discount Program established under Section 340B of the Public Health Services Act.

Councilman Dillard said that as a resident asked earlier is there any way that we can amend this resolution to include local pharmacies?

City Manager, Richard Herbek, said that we can certainly have further discussion with them about that.

Mayor Kennedy said that we can have a discussion with them and the local people who have the capacity to do whatever is required here. It would be great if the local Pharmacies could participate.

Councilwoman Lee said that she doesn't know if St. Luke's can restrict any Pharmacies used. She thinks that when you go to the Doctor you have to tell them where your Pharmacist is. There should be some kind of record within the St. Luke's system and if your Doctor is not part of the discount program then you should still be eligible for the discount. She thinks that most people stay in the area that they live in so she would think that the Pharmacies would have to be part of the program but if it is not included they should let the Council know. She doesn't think that even St. Luke's has any say as to how far the discount program can reach.

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

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

ADOPTED

95-12

MEMORANDUM OF UNDERSTANDING

BETWEEN

the City of Newburgh

AND

St. Luke's Cornwall Hospital

THIS AGREEMENT is made this 10th day of June, 2012 by and between the City of Newburgh, located in Orange County, New York and St. Luke's Cornwall Hospital, a non-profit corporation organized and existing under the laws of the State of New York, located at 70 Dubois Street, Newburgh NY 12550.

RECITALS:

WHEREAS, St. Luke's Cornwall Hospital is a New York not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the State of New York;

WHEREAS, St. Luke's Cornwall Hospital desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program St. Luke's Cornwall Hospital must enter into an agreement with a unit of the state or local government pursuant to which St. Luke's Cornwall Hospital commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act;

WHEREAS, St. Luke's Cornwall Hospital desires to make such a formal commitment to the City of Newburgh and

WHEREAS, the City of Newburgh agrees to accept such commitment on behalf of the citizens of the City of Newburgh.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. Commitment of St. Luke's Cornwall Hospital to Provide Indigent Care.

During the term of this Agreement, St. Luke's Cornwall Hospital agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of the City of Newburgh. In 2011 this commitment totaled approximately 20 million dollars in lost charges. Pursuant to this commitment, it is the intention of St. Luke's Cornwall Hospital that indigent care provided during the term of this Agreement will range generally between 15 and 25 million dollars. In any event, the City of Newburgh will assume that all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of the City of Newburgh.

- (a) The City of Newburgh accepts the commitment of St. Luke's Cornwall Hospital set forth above;
- (b) the City of Newburgh has executed a certification form, attached hereto, which acknowledges that the healthcare services provided by St. Luke's Cornwall Hospital are being provided to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and
- (c) the City of Newburgh authorizes St. Luke's Cornwall Hospital to submit the attached certification in support of St. Luke's Cornwall Hospital's application to enroll in the 340B program.

3. Representations of St. Luke's Cornwall Hospital.

St. Luke's Cornwall Hospital represents that as of the date hereof:

- (a) St. Luke's Cornwall Hospital constitutes a corporation duly organized and validly existing in good standing under the laws

of the State of New York with the corporate power and authority to enter into and perform its obligations under this Agreement; and

(b) St. Luke's Cornwall Hospital is a tax-exempt corporation of under Section 501 (c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of New York.

4. Term and Termination. The term of this Agreement shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other party.

5. Notice. All notices required or permitted to be given under this Agreement shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to: the City of Newburgh

Attention: _____

Sent to: _____

Attention: _____

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (excepting any conflict of laws provisions which would serve to defeat application of New York substantive law).

IN WITNESS WHEREOF, St. Luke's Cornwall Hospital and the City of Newburgh
have executed this Agreement as of the day and year first written above by their duly
authorized representatives.

WITNESS:

Name:

Title:

This Agreement has been reviewed for legal
sufficiency by:

Legal Department

City of Newburgh

Name: _____

RESOLUTION NO.: 96 - 2011

OF

JUNE 18, 2012

**A RESOLUTION REQUESTING THE STATE LEGISLATURE
TO ENACT LEGISLATION TO ALLOW FOR A THIRD FULL-TIME
CITY COURT JUDGE IN THE CITY OF NEWBURGH**

WHEREAS, Newburgh City Court Judges preside over all of the prosecution of misdemeanor and criminal violations, preliminary felony proceedings, specialized Domestic Violence and Regional Drug Court matters, traffic and parking violations, as well as building and property code violations and all civil matters such as landlord-tenant proceedings and small claims; and

WHEREAS, the City of Newburgh recognizes that in addition to adjudicating criminal cases, improving the quality of life for our residents represents one of our biggest challenges; and

WHEREAS, the City of Newburgh issues an average of 2,200 fire and building code violations per year to City Court for adjudication and has significant housing problems with many absentee landlords along with dilapidated and abandoned buildings; and

WHEREAS, the two City Court Judges are burdened with an extremely heavy workload; and

WHEREAS, the newly constructed City Courthouse has three courtrooms and is ready to welcome a third judge at any time; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh that Newburgh City Court be assigned a third Judge dedicated to presiding over quality of life offenses and meting out appropriate penalties and remedies; and

NOW, THEREFORE, BE IT RESOLVED, that this Council of the City of Newburgh, New York, does hereby request that the State Legislature enact Legislation to allow for a third full-time City Court Judge in the City of Newburgh.

Councilwoman Lee said that this has been a long time coming. We have driven and walked through this City enough and she certainly has complained about the conditions that people have been forced to live in and still pay extraordinarily high rents. Having our own Housing Court should resolve some of that problem and her hope is that it will resolve it immediately.

Mayor Kennedy agrees with Councilwoman Lee 100%. We may need everyone to write letters to campaign and lobby for this because this could change a lot of things in terms of quality of life here in the City. She is really happy to support this.

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

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

ADOPTED

RESOLUTION NO.: 97- 2012
OF
JUNE 18, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO SUBMIT AN APPLICATION TO NEW YORK STATE DEPARTMENT
OF ENVIRONMENTAL CONSERVATION FOR A PROJECT GRANT
UNDER THE ROUND 11 URBAN AND COMMUNITY FORESTRY
PROGRAM FOR THE PURPOSE OF PLANTING TREES ON CITY STREETS
FOR AN AMOUNT NOT TO EXCEED \$5,000.00 REQUIRING AN EQUAL
MATCH

WHEREAS, the New York State Department of Environmental Conservation Urban and Community Forestry Program has funding available for urban forestry tree planting projects; and

WHEREAS, the Shade Tree Commission has identified a project for the re-planting of street trees in the City entitled "Greening Broadway"; and

WHEREAS, the Shade Tree Commission is seeking a grant from the above-mentioned program in the amount of \$5,000.00 for the planting of trees and shrubs, with an equal match from the City of Newburgh to be derived from other funding sources and/or in-kind services; and

WHEREAS, this Council has determined that applying for and, if awarded, accepting such grant funds 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 submit an application the New York State Department of Environmental Conservation for a project grant under the Round 11 Urban and Community Forestry Program for a project known as Greening Broadway in an amount not to exceed \$5,000.00 with an equal match and to accept said grant if awarded; and to carry out the terms of said program including the authority to execute documents and take all necessary and appropriate actions in connection therewith.

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.: 98 - 2012

OF

JUNE 18, 2012

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEWBURGH, NEW YORK SUPPORTING THE
CONSOLIDATED FUNDING APPLICATION OF
THE RITZ THEATER-NEWBURGH, INC. FOR URBAN INITIATIVES
PROGRAM FUNDING THROUGH THE OFFICE OF
COMMUNITY RENEWAL

WHEREAS, the purpose of the Urban Initiatives Program is to provide funding to New York communities for the restoration and improvement of housing, commercial areas and public facilities in urban neighborhoods; and

WHEREAS, Urban Initiatives Program funding will be awarded to organizations with a direct interest in improving the health, safety and economic viability of a distressed urban neighborhood; and

WHEREAS, The Ritz Theater- Newburgh, Inc is requesting funding for the restoration of the Ritz Theater which will help to create a viable cultural and tourist destination, providing education and employment opportunities and enhancing and revitalizing the City of Newburgh through the creation of density and vitality; and

WHEREAS, monies granted will be used to create a vibrant professional performing arts venue in the city of Newburgh that revitalizes the local economy, enriches the education of youth, and enhances community pride;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the Consolidated Funding Application of The Ritz Theater-Newburgh, Inc for Urban Initiatives Program funding through the Office of Community Renewal.

Councilman Dillard said that he wants to make certain that this has nothing to do with tax credits.

City Manager, Richard Herbek, said that it does not.

Councilwoman Lee said that she knows that the Ritz would have to apply for tax credits and she wants to state publicly that we will support our

project. Tax credits is a highly competitive project and we need to support our mid-Broadway project so the wording of that should state that the mid-Broadway project is a priority of all other housing projects. They are all going to apply for tax credits and come to us for letters of support but the mid-Broadway project goes along with our application and should be stated that it is a priority.

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

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

ADOPTED

RESOLUTION NO.: 99 - 2012

OF

JUNE 18, 2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH,
NEW YORK SUPPORTING THE CONSOLIDATED FUNDING
APPLICATION OF BEST RESOURCE CENTER, INC. FOR WORKFORCE
DEVELOPMENT INITIATIVES PROGRAM FUNDING THROUGH THE
EMPIRE STATE DEVELOPMENT GRANT PROGRAM FUNDING.**

WHEREAS, the purpose of the Consolidated Workforce Plan Initiative is to provide comprehensive education and workforce training to the Newburgh disadvantaged unemployed/under-employed community residents; The Best Resource Center, Inc Workforce Development plan incorporates a wide spectrum of occupational demand training options that directly respond to local and regional employer needs. The offerings will include the following menu of specific training options: Call Center, Customer Service, Green job, literacy, ESOL, remediation, tutoring, professional skill development, technology, healthcare, retail, manufacturing, and service industry sector employment education and training. This will include speakers of other languages.

WHEREAS, Workforce Initiatives Program funding will be awarded to organizations with a direct interest in improving the workforce skills, and employment options while enhancing the overall talent pipeline through education and skill training offerings; and

WHEREAS, Best Resource Center, Inc. is requesting funding to implement the above listed training opportunities. By advancing the skill acquisition of Newburgh residents, this initiative will respond directly to local employer and industry need; As a result the overall economic development health will be improved considerably.

WHEREAS, monies granted will be used for improving the competitiveness and profitability/productivity of the local employer population, as well as create a skilled labor pool enhancing the overall talent pipeline, while enhancing the creation of employment, employment options and retention.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Newburgh, New York fully supports the Consolidation Workforce Plan Initiative

for the New York State Consolidated funding Application allocation in support of Best Resource Center, Inc. application.

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

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

ADOPTED

RESOLUTION NO.: 100 - 2012

OF

JUNE 18, 2012

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEWBURGH, NEW YORK SUPPORTING THE
CONSOLIDATED FUNDING APPLICATION OF
SAFE HARBORS OF THE HUDSON FOR URBAN INITIATIVES
PROGRAM FUNDING THROUGH THE OFFICE OF
COMMUNITY RENEWAL

WHEREAS, the purpose of the Urban Initiatives Program is to provide funding to New York communities for the restoration and improvement of housing, commercial areas and public facilities in urban neighborhoods; and

WHEREAS, Urban Initiatives Program funding will be awarded to organizations with a direct interest in improving the health, safety and economic viability of a distressed urban neighborhood; and

WHEREAS, Safe Harbors is requesting funding for the restoration of 1,500 square feet of commercial space in the Cornerstone Residence, Safe Harbors' supportive housing project on lower Broadway; and

WHEREAS, monies granted will be used to create a healthy, affordable café in Newburgh's downtown, enhancing and revitalizing the City through the creation of jobs, density and vitality; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the Consolidated Funding Application of Safe Harbors on the Hudson for Urban Initiatives Program funding through the Office of Community Renewal.

Councilwoman Lee said that this is where she wanted to add her comment made earlier concerning the tax credit.

City Manager, Richard Herbek, said that this involves the healthy affordable Café.

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

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

ADOPTED

RESOLUTION NO.: 101 - 2012

OF

JUNE 18, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED STATE GRANT FOR FUNDING
UNDER THE NEW YORK MAIN STREET PROGRAM
FOR FAÇADE UPGRADES AND STREETScape IMPROVEMENTS
IN AN AMOUNT NOT TO EXCEED \$250,000.00

WHEREAS, the City of Newburgh is committed to complimenting the efforts of the private sector in promoting community revitalization efforts; and

WHEREAS, the State of New York has made funding available under the New York Main Street Program to assist in upgrading their Downtown Core Commercial Areas; and

WHEREAS, the City of Newburgh is a qualified applicant under this program; and

WHEREAS, the City of Newburgh has a successful history in delivering development programs throughout the City;

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 apply for and accept if awarded a grant for funding under the New York Main Street program for façade upgrades and streetscape improvements in an amount not to exceed \$250,000.00.

Councilwoman Angelo asked if they are considering main street Broadway or Liberty Street.

Mayor Kennedy said that she has been meeting with a whole team of people about this. Letters were sent to people both on Liberty Street and some selected areas on Broadway but they didn't get much response from Liberty Street. They have come up with a sort of gateway idea so they are looking at both ends of the City to do something. The stores must have a matching amount going into to these so we are looking at who is willing to participate.

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

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

ADOPTED

RESOLUTION NO.: 102 - 2012

OF

JUNE 18, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED GRANTS FROM THE REGIONAL TOURISM
MARKETING GRANT INITIATIVE, ENVIRONMENTAL PROTECTION
FUND MUNICIPAL GRANT PROGRAM, AND THE LOCAL WATERFRONT
REVITALIZATION PROGRAM THROUGH THE EMPIRE STATE
DEVELOPMENT GRANT PROGRAM**

WHEREAS, the City of Newburgh wishes to submit an application through the Hudson Valley Regional Councils Consolidated Funding Application process for the funding from Regional Tourism Marketing Grant Initiative, Environmental Protection Fund Municipal Grant Program, and The Local Waterfront Revitalization Program; and

WHEREAS, monies granted will be used to fund tourism, specifically the operation of the City of Newburgh Art and History Tour bus, the Water Storage Tank Improvements Project which includes the rehabilitation of two water storage tanks and replacement of one water storage tank, and the Local Waterfront Redevelopment Project; and

WHEREAS, this Council has determined that making such applications are 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 apply for and accept if awarded grants from the Empire State Development Grant Program through New York State Consolidated Funding Application.

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

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

ADOPTED

RESOLUTION NO.: 103 - 2012

OF

JUNE 18, 2012

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2010 AND 2011 RELATIVE TO
98 GIDNEY AVENUE (SECTION 7, BLOCK 7, LOT 25)

WHEREAS, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such actions being designated as Orange County Index Numbers 2010-012561 and 2012-001071; and

WHEREAS, the daughters' of property owner Gary Borel, by their attorney, have advised the City that they are prepared to settle such actions; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle these matters;

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 withdraw the liens on the property located at 98 Gidney Avenue (Section 7, Block 7, Lot 25), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Fourteen Thousand Nine Hundred Fifteen And 33/100 (\$14,915.30) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2010-2011 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before June 30, 2012.

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

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

ADOPTED

RESOLUTION NO.: 104 - 2012

OF

JUNE 18, 2012

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 7258-2011, INVOLVING SECTION 58, BLOCK 1, LOTS 1.48, 1.-7, 1.-17, 1.-25, 1.-27 AND 1.-28 (PAUL & JOSEPH MANAGEMENT, INC.)

WHEREAS, Paul & Joseph Management, Inc. has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2011-2012 tax assessment year bearing Orange County Index No. 7258-2011; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Paul & Joseph Management, Inc. is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 58-1-1.48 be reduced to a market value of \$ 107,910.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 58-1-1.-7 be reduced to a market value of \$ 80,050.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 58-1-1.-17 be reduced to a market value of \$ 85,545.

- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 58-1-1.-25 be reduced to a market value of \$ 90,345.
- 5- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 58-1-1.-28 be reduced to a market value of \$ 83,790.
- 6- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 58-1-1.-27 be reduced to a market value of \$ 94,050.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Richard F. Herbek, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

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

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

ADOPTED

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
PAUL & JOSEPH MANAGEMENT, INC.,

CONSENT

JUDGMENT

Petitioner,

- against -

CITY OF NEWBURGH ASSESSOR'S OFFICE,
FERNANDO L. GONZALEZ, ASSESSOR,
2011

Index No.: 7258-

Respondents.

To review a certain real property Assessment for the year
2011 under Article 7 of the Real Property Tax Law.

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys
for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of
Newburgh tax rolls for the tax year 2011-2012 as follows:

Tax Map No. 58-1-1.48

be reduced in market value from \$161,500.00, to a market value of \$107,910.00,
prior to the application of any real property tax exemptions, if any; and it is
further,

ORDERED, that the real property of Petitioner described on the City of
Newburgh tax rolls for the tax year 2011-2012 as follows:

Tax Map No. 58-1-1.-7

be reduced in market value from \$100,000.00, to a market value of \$80,050.00,
prior to the application of any real property tax exemptions, if any; and it is
further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2011-2012 as follows:

Tax Map No. 58-1-1.-17

be reduced in market value from \$114,500.00, to a market value of \$85,545.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2011-2012 as follows:

Tax Map No. 58-1-1.-25

be reduced in market value from \$120,500.00, to a market value of \$90,345.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2011-2012 as follows:

Tax Map No. 58-1-1.-27

be reduced in market value from \$127,500.00, to a market value of \$94,050.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2011-2012 as follows:

Tax Map No. 58-1-1.-28

be reduced in market value from \$111,000.00, to a market value of \$83,790.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcels above described for the 2011-2012 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amounts, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the County of Orange, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the Newburgh City School District, the amounts, if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that any interest required to be paid hereby shall be waived in the event payment is made within ninety (90) days from the date of service of this Consent Judgment with notice of entry upon the respective taxing entities; and it is further,

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: June____, 2012

Goshen, New York

ENTER:

BARTLETT

HON. CATHERINE M.

SUPREME COURT JUSTICE

ON CONSENT:

HON. RICHARD F. HERBEK
City Manager

Dated:

JOSEPH E. SUAREZ, ESQ.
PAUL & JOSEPH MANAGEMENT,
INC.

Managing Partner

Dated:

HON. JOANNE MAJEWSKI
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents
Dated:

RESOLUTION NO.: 105 - 2012

OF

JUNE 18, 2012

RESOLUTION RESCINDING RESOLUTION NOS.: 192-2010, 193-2010 AND 194-2010 OF AUGUST 16, 2010 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE LAND PURCHASE AGREEMENT DATED JUNE 19, 2008 BY AND BETWEEN THE CITY OF NEWBURGH AND BLUESTONE DEVELOPERS, INC. AND AUTHORIZING THE CITY MANAGER TO CLOSE TITLE FOR THE LIBERTY STREET SCHOOL PROPERTY KNOWN AS 1 LIBERTY STREET BEING SECTION 45, BLOCK 5, LOT 18 AND THE ASSOCIATED PROPERTIES LOCATED AT 5 AND 9 JOHNES STREET KNOWN AS SECTION 46, BLOCK 1, LOTS 14 AND 15

WHEREAS, the City of Newburgh ("City") and Bluestone Developers, Inc. ("Bluestone") executed a Land Purchase Agreement dated June 19, 2008 ("LPA") for purchase and redevelopment of the Liberty Street School Property known as 1 Liberty Street being Section 45, Block 5, Lot 18 on the tax assessment maps of the City of Newburgh ("Liberty Street School"); and

WHEREAS, the City and Bluestone executed an Option to Purchase Agreement dated November 6, 2009 ("OA") for purchase of properties for parking accessory to the Liberty Street School Property known as 5 and 9 Johnes Street being Section 46, Block 1, Lots 14 and 15; and

WHEREAS, by Resolution Nos. 192-2010, 193-2010 and 194-2010 of August 16, 2010, the City Council of the City of Newburgh rescinded Resolution No. 144-2012 of July 12, 2010 thereby withdrawing its approval of certain amendments to the LPA and OA, authorized the City Manager to serve a Notice to Cure on Bluestone and directed that a stop work order be issued by the City Manager and Building Inspector to Bluestone; and

WHEREAS, the City and Bluestone have engaged in negotiations and now wish to execute amendments to the LPA in the form attached hereto; and

WHEREAS, this Council feels it would be in the best interests of the City of Newburgh and its continuing development to execute amendments to the LPA;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution Nos. 192-2010, 193-20120 and 194-2010 of August 16, 2012 are hereby rescinded; 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 withdraw the Notice to Cure, dated August 16, 2010; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, Newburgh, New York that the City Manager and the Building Inspector be and hereby are authorized to lift the stop work issued to Bluestone in connection with work at the Liberty Street School; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to execute amendments to the LPA in the form attached hereto and to close title as required by the LPA, as amended and the OA.

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

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

ADOPTED

105-12

AMENDMENT
TO
LAND PURCHASE AGREEMENT
THE CITY OF NEWBURGH, NEW YORK AS SELLER
WITH
BLUESTONE DEVELOPERS, INC. AS PURCHASER

WHEREAS, the City of Newburgh, New York ("City") and Bluestone Developers, Inc. ("Bluestone") entered into an agreement entitled "Land Purchase Agreement" ("LPA") dated June 19, 2008, regarding the redevelopment and purchase of the properties located at 1 Liberty Street, 5 Johnes Street, and 9 Johnes Street in the City of Newburgh, which properties are more particularly described in the LPA, and

WHEREAS, the City and Bluestone are desirous of amending the LPA as herein provided, and

WHEREAS, the City has authorized this Amendment by Resolution No. ____ of 2012 of the City Council, dated June ___, 2012, and further authorized the City Manager to execute this Amendment on behalf of the City, the parties acknowledging adequate consideration therefor in the form of the mutual promises and conditions stated herein,

NOW, THEREFORE, the City and Bluestone hereby amend the LPA as follows:

1. Bluestone shall comply with the directives and obligations of the variance Decision No. 10-1022 of the New York State Department of Labor, dated September 30, 2010, regarding the premises described therein as "Former School No. 6, 1 Liberty Street, Newburgh, New York," and apply for and comply with any subsequent variance decisions that are necessary or required.

2. Bluestone shall adhere to the following revised milestone-driven timeline and work activities, all previous stop work orders by the City being hereby withdrawn:

(a) Bluestone must submit full construction plans, sufficient in scope and detail to support a building permit to allow full construction of the project within four (4) months of the execution of this Amendment.

(b) The City will issue a full construction building permit within thirty (30) days of the submission of complete, accurate and full construction plans, which will allow for the closing of the property within thirty (30) days thereafter. The closing date shall be extended by one (1) day for each day that the City fails to issue such building permit within said 30-day time frame.

(c) Completion of the redevelopment project in accordance with the PLA shall occur within 18 months of the closing. This 18-month period shall be as defined in subparagraph "3" of Schedule "C" of the PLA, except that said 18-month period may be extended for (i) unforeseeable causes (weather is only an unforeseeable cause if owing to severe weather events such as hurricanes or tornados, or, if such severe weather is due to rain and/or snow, then such rain and/or snow must be demonstrated, by official United States records, that it is a substantial departure from the relevant historical monthly averages), (ii) substantial interference by the City that is not due to the neglect or failure of Bluestone, or (iii) the failure of the City to transfer to Bluestone the Johnes Street parking lot. The City Building Department will cooperate with Bluestone in its endeavor to complete the project within the 18-month timeframe by allowing Bluestone to have occasional plan review meetings with the Building Department to assess Bluestone's progress, and issue comments or clarifications regarding Bluestone's performance and the Building Department's requirements.

3. Bluestone shall defend and indemnify the City with respect to any cause of action in law or equity arising out of any and all actions taken by Bluestone, its employees, agents, subcontractors, suppliers, materialmen, etc., except to the extent any such liability was caused directly by the City.

4. All asbestos remediation, abatement or other asbestos-related work on the project shall be performed by a properly licensed, experienced and financially secure subcontractor. All asbestos subcontractors shall be adequately insured, with the City being named as an additional insured.

5. At the closing of the 1 Liberty Street property identified in the PLA, Bluestone shall reimburse the City for 50% of all of the City's C.T. Male Associates, PC consultant costs incurred by the City in bringing the 1 Liberty Street School Building into federal and state compliance subsequent to the initial work performed by Bluestone prior to the City's stop work order dated on or about August 16, 2010. The City will submit to Bluestone proof of all such C.T. Male Associates, PC costs within 60 days after the full execution of this Amendment. The City will also provide to Bluestone prior to the closing a statement setting forth the facts of the United State Justice Department involvement regarding the asbestos work performed by Bluestone.

6. The City herein confirms to Bluestone that the purchase price of \$50,001.00 is the total purchase price for the 1 Liberty Street, 5 Johnes Street, and 9 Johnes Street properties.

7. Bluestone and Jerome H. Blue agree to execute and deliver to the City's Corporation Counsel within 60 days after the full execution of this Amendment, a verified written withdrawal of their Notice of Claim against the City dated September 10, 2010, including all claims noted therein, with prejudice.

8. The City shall pass the following resolutions either prior to or within 60 days after the execution of this Amendment: (1) a resolution rescinding that portion of its prior Resolution No.: 194 - 2010 (August 16, 2010) that requested Bluestone to stop work at the Liberty Street School, (2) a resolution rescinding its prior Resolution No.: 193- 2010 (August 16, 2010) directing the City Manager to serve upon Bluestone Developers., Inc. a Notice to Cure various alleged breaches of contract, and (3) a resolution rescinding its prior Resolution No.:192-2010 (August 16, 2010) that rescinded Resolution No.: 144- 2010 regarding certain amendments to the LPA.

7. Except as specifically provided above, all of the terms, conditions, obligations and duties set forth in the PLA dated June 19, 2008, and the Option to Purchase Agreement dated November 6, 2009, shall remain as so provided in those agreements.

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

THE CITY OF NEWBURGH

By: _____
Richard F. Herbek, City Manager

BLUESTONE DEVELOPERS, INC.

By: _____
Jerome H. Blue, President

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

On the _____ day of June, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD F. HERBEK, personally known to me or proven to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he was duly authorized to, and did, execute the same in his capacity as City Manager for the City of Newburgh, New York, and that by his signature on the instrument the City of Newburgh executed the instrument.

(Notary Public)

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

On the _____ day of June, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared JEROME H. BLUE, personally known to me or proven to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he was duly authorized to, and did, execute the same in his capacity as president of Bluestone Developers, Inc., and that by his signature on the instrument Bluestone Developer, Inc. executed the instrument.

(Notary Public)

RESOLUTION NO.: 106 - 2012

OF

JUNE 18, 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH,
NEW YORK SUPPORTING THE CONSOLIDATED FUNDING
APPLICATION OF
THE NEWBURGH COMMUNITY LAND BANK
FOR URBAN INITIATIVES PROGRAM FUNDING THROUGH
THE EMPIRE STATE DEVELOPMENT GRANT PROGRAM FUNDING

WHEREAS, the purpose of the Urban Initiatives Program is to provide funding to New York communities for the restoration and improvement of housing, commercial areas and public facilities in urban neighborhoods; and

WHEREAS, Urban Initiatives Program funding will be awarded to organizations with a direct interest in improving the health, safety and economic viability of a distressed urban neighborhood; and

WHEREAS, the Newburgh Community Land Bank is requesting funding to implement programs for the restoration and improvement of housing in the City of Newburgh, which result in the improvement of the overall development of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the New York State Consolidated Funding Application through the Urban Initiatives Program of the Newburgh Community Land Bank.

Councilwoman Lee asked for some clarity. Is this for the demolition of certain properties?

City Manager, Richard Herbek said that it will include some demolition work.

Councilwoman Lee wished to state as a matter of record that she would like to know why the properties have been condemned. She knows that some of the properties were condemned so she would like to know why and she would like a list of those properties scheduled for demolition. If you condemn the property, then you are saying it is unsafe and you can take it down but this doesn't say which properties.

City Manager, Richard Herbek said that he thinks they have provided the Council with a list in the past. These are buildings that have been on the list for quite a while and they are falling down so they are dangerous. He said that they can provide the Council with more specific information at the next meeting as they are going to be talking about a lot of properties at the next Work Session. This is to allow the application to be submitted.

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

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

ADOPTED

RESOLUTION NO.: 107 - 2012

OF

JUNE 18, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A SEPARATION AND SETTLEMENT AGREEMENT
WITH LEYLAND ALLIANCE LLC**

WHEREAS, the City of Newburgh and Leyland Alliance LLC entered into an Exclusivity and Planning Agreement dated September 22, 2006 and a Development Agreement together with Escrow Agreement dated August 14, 2007 (collectively the "Prior Agreements") regarding the proposed redevelopment of approximately thirty (30) acres of City-owned lands located on and in close proximity to the Newburgh waterfront on the Hudson River ("Newburgh Waterfront"); and

WHEREAS, the City and Leyland, due to the passage of time and the changing development market, wish to terminate the Prior Agreements and resolve any remaining obligations to the other; and

WHEREAS, this Council has determined that entering into to a Separation and Settlement Agreement with Leyland is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the Settlement and Separation Agreement with Leyland Alliance LLC, in substantially the same form as annexed hereto, with other provisions as Corporation Counsel may require.

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

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

ADOPTED

157-12
A SEPARATION AND SETTLEMENT AGREEMENT dated _____, 2012, by and between the CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, Newburgh, New York 12550 ("City"), and LEYLAND ALLIANCE LLC, a Delaware limited liability company authorized to do business in New York with offices at 233 Route 17, Tuxedo Park, New York 10987 ("Leyland").

WHEREAS, the City and Leyland entered into an Exclusivity and Planning Agreement dated September 22, 2006 and a Development Agreement together with Escrow Agreement dated August 14, 2007 (collectively the "Prior Agreements") regarding the proposed redevelopment of approximately thirty (30) acres of City-owned lands located on and in close proximity to the Newburgh waterfront on the Hudson River ("Newburgh Waterfront"), and

WHEREAS, the City and Leyland, due to the passage of time and the changing development market, wish to terminate the Prior Agreements and resolve any remaining obligations to the other,

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

1. Termination of Prior Agreements. The Prior Agreements are hereby terminated in their entirety, with no continuing obligations to survive such termination, either to each other or other parties.
2. Compensation. In settlement of all obligations under the Prior Agreements, the parties hereto agree to exchange mutual releases of their obligations under the Prior Agreements, and the City shall transfer to Leyland certain unimproved real property generally bounded by First Street on the south and Second Street on the north; and Colden Street on the east and Montgomery Street on the west, and also described as the following twelve parcels of property: 1 and 3 Colden Street; 2, 4, 10, 12, 14, 28, 30, 32 and 34 Montgomery Street; and 55 Second Street; such parcels also known as Section 24, Block 9, Lots 1 and 2 (1 and 3 Colden Street); Section 24, Block 9, Lot 3 (2 Montgomery Street); Section 24, Block 10, Lots 14, 12, 11, 7, 4, 3, 2 and 1 (4, 10, 12, 14, 28, 30, 32 and 34 Montgomery Street); and Section 24, Block 10, Lot 15 (55 Second Street), all as designated on the Official Tax Map of the City of Newburgh (hereafter collectively referred to as "the Premises").
3. Terms of Transfer. The terms of transfer shall be as follows:
 - A. TRANSFER PRICE. The price for the transfer of the properties shall be \$1.00 and other valuable consideration as set forth in Paragraph 2 above.

B. PREMISES SOLD "AS IS". The Premises is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) property tax, water and sewer assessments, and other costs of ownership of the Premises with respect to any period following the Closing hereunder shall be the responsibility of Leyland, as purchaser; and (d) all easements, covenants, conditions and rights-of-way of record, provided that the City agrees not to grant or otherwise create any such encumbrances between the date hereof and the date of Closing. In view of the "as is" nature of the proposed conveyance of the Premises hereunder, and the fact that the conveyance of the Premises is a material inducement to Leyland's decision to enter into this Agreement, the parties agree that this Agreement shall be subject to a due diligence period of sixty (60) days following the date hereof (the "Due Diligence Period"). In the event Leyland, during the course of its due diligence, determines that there are one or more material adverse issues relating to the Premises, Leyland shall so notify the City; the City shall then have up to thirty (30) days to cure or otherwise rectify any such matter. If the City is unable to do so, and one or more of such material adverse issues continue to exist, Leyland may terminate this Agreement at any time during or within ten (10) business days following the expiration of said thirty (30) day period, by giving notice of termination to the City, in which event this Agreement shall be of no force or effect. Notwithstanding the foregoing, in the event a notice of termination is given hereunder, the parties shall endeavor in good faith to enter into a new agreement substantially similar to this Agreement, but with property or other consideration of reasonably equivalent value being substituted for the Premises (such value being determined as though the Premises had not been affected by any material adverse issues).

C. CLOSING. At the closing of title, the City will convey title to the Premises by standard City Quitclaim Deed, free and clear of all exceptions, liens and encumbrances, subject to the exceptions identified in paragraph 3B. The cost of recording the deed shall be the obligation of Leyland. The closing of title to the property will occur at the Office of the Corporation Counsel, City of Newburgh, no later than ninety (90) days from the date of this Agreement, subject to such adjournments as either party may reasonably request.

D. DEVELOPMENT OF THE PREMISES.

1. PERMITTED USES. The Premises shall be developed subject to and in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York.

2. TIME FOR COMMENCEMENT AND COMPLETION. The deed to the premises will contain provisions stating that Leyland is required to obtain a building permit for the development of the Premises within thirty-six (36) months of the date of the deed and to complete the development of the Premises in compliance with all State, County and Local standards for occupancy within thirty-six (36) months following the date a building permit is issued. Said periods shall be extended by the number of days, if any, that Leyland is delayed in satisfying such requirements due to appeals as to any permits, approvals or other entitlements issued, or for any other reason beyond the control of Leyland. In addition, the City shall not unreasonably withhold its approval of extensions of said time periods as may be requested by Leyland, for good cause shown.

3. CITY'S RIGHT OF REVERSION.

- a. The deed shall also require that any conveyance of the property must be made subject to the requirements of Paragraph 3(D).
- b. The deed shall also require Leyland to use commercially reasonable efforts to combine the Premises herein identified as one lot of record within one (1) year of the date of transfer. The City agrees to cooperate with Leyland in this regard.
- c. Failure to comply with any of the requirements in the deed shall cause the title to the property to revert to the City of Newburgh.

4. Entire Agreement. This Agreement contains the entire Agreement between Leyland and the City with respect to the transactions contemplated herein; and no party shall be bound by nor shall be deemed to have made any representations, warranties or covenants except those contained herein. This Agreement cannot be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom the enforcement or any modification, change, discharge or termination is sought.

5. Notices. Any notices, request, instrument or other document to be given hereunder shall be in writing and, shall be delivered personally or sent by certified, registered or express mail, return receipt requested, as follows:

If to Leyland:

Leyland Alliance LLC
P.O. Box 878
233 Route 17
Tuxedo, New York 10987
Attn: Howard Kaufman, Manager

If to the City:

The City of Newburgh
83 Broadway, City Hall
Newburgh, New York 12550
Attn: City Manager

With a copy to:

Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, New York 12550

Each party may change its address for the purposes of this Paragraph by giving written notice of such change to the other party in the manner herein provided. If this Agreement provides for a designated period after a Notice within which to perform an act, such period shall commence on the date of receipt or tender of the Notice. If this Agreement requires the exercise of a right by Notice on or before a certain date or within a designated period, such right shall be deemed exercised on the date of mailing or tender of the Notice pursuant to which such right is exercised.

6. Severability. In case any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement.
7. Governing Law. This Agreement has been negotiated and executed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York.
8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
9. Assignment. Neither the City nor Leyland may assign this Agreement to another party.

Remainder of this Page Intentionally Left Blank

CITY OF NEWBURGH

By _____
Richard F. Herbek
City Manager

LEYLAND ALLIANCE LLC

By _____
Howard Kaufman
Managing Member

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

On the _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD F. HERBEK, personally known to me or proven to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he was duly authorized to, and did, execute the same in his capacity as City Manager for the City of Newburgh, New York, and that by his signature on the instrument the City of Newburgh executed the instrument.

(Notary Public)

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

On the _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared HOWARD KAUFMAN, personally known to me or proven to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he was duly authorized to, and did, execute the same in his capacity as managing member of Leyland Alliance LLC and that by his signature on the instrument Leyland Alliance LLC executed the instrument.

(Notary Public)

RESOLUTION NO.: 108 - 2012

OF

JUNE 18, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AMENDMENT TO THE CONTRACT
WITH MALCOLM PIRNIE-ARCADIS FOR DETAILED DESIGN
SERVICES IN CONNECTION WITH THE WASTE WATER TREATMENT
PLANT WATER POLLUTION CONTROL PLAN EMERGENCY BACKUP
GENERATION AND SOLIDS HANDLING SYSTEMS PROJECT AT AN
ADDITIONAL COST NOT TO EXCEED
TWO HUNDRED TEN THOUSAND DOLLARS**

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

WHEREAS, Malcolm Pirnie-Arcadis has previously completed a basis of design memorandum subject to the electrical backup generator and the NYSERDA FlexTech Study, which together outline basis of design necessary for the completion of the referenced Waste Water Treatment Plant improvements; and

WHEREAS, detailed design services are necessary for the creation of plans and specifications suitable for competitive bidding and construction of referenced improvements; and

WHEREAS, Malcolm Pirnie-Arcadis submitted a proposal for engineering services dated May 30, 2012, outlining the necessary scope and fee schedules related thereto; and

WHEREAS, Malcolm Pirnie-Arcadis submitted a project schedule dated June 14, 2012, outlining key milestone dates relevant to the completion of services; and

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

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

WHEREAS, this Council has determined that entering into such contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an amendment to the contract with Malcolm Pirnie-Arcadis for detailed design services in connection with the Waste Water Treatment Plant Water Pollution Control Plan Emergency Backup Generation and Solids Handling Systems Project at an additional cost not to exceed Two Hundred Ten Thousand Dollars.

Councilman Dillard asked if we can hold off on this.

City Manger, Richard Herbek said that we can't because there are time restraints and we are under a consent order so there will heavy fines if we don't keep the process moving.

Councilman Dillard asked when was the last time that we received communication from the environmental conservation people on this.

Corporation Counsel, Michelle Kelson, said that she spoke with DEC today and they told us that if we don't meet our deadline they are going to fine us \$15,000.00 plus \$500.00 for every day we miss our deadline.

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

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

ADOPTED

RESOLUTION NO.: 109 - 2012

OF

JUNE 18, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE NEWBURGH
ILLUMINATED EVENT**

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 donations with the appreciation and thanks of the City of Newburgh.

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

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

ADOPTED

OLD BUSINESS

Mayor Kennedy noted that we have been trying to get a Parking Tribunal here in the City of Newburgh forever. We have two to three million dollars worth of outstanding parking and traffic ticket fines right now that we have not been able to adjudicate because it hasn't been able to get through a plugged up court system. Right now we are further than we have ever been thanks to both Senator Larkin and Assemblyman Skartados and it may go to the floor tomorrow so we may actually get this. She asked everyone to say a prayer to get this passed.

NEW BUSINESS

There was no new business.

PUBLIC COMMENTS REGARDING GENERAL MATTERS

Cherry Lembhard, City of Newburgh, said that the City of Newburgh Police Department took the life of her brother Michael Lembhard. One - gunshot wound to the left arm upward back to front. She asked the City Council to fire the four police officers and the District Attorney to indict the four police officers.

Mary Hall, Town of Newburgh, said that the City of Newburgh Police Department took the life of her brother Michael Lembhard. Two - gunshot wound to the left arm downward back to front. She asked the City Council to fire the four police officers and the District Attorney to indict the four police officers.

Gosford Lembhard, City of Newburgh, said that the City of Newburgh Police Department took the life of his brother Michael Lembhard. Number three - gunshot wound to the left arm downward back to front. He asked the City Council to fire the four police officers and the District Attorney to indict the four police officers. Also he would like to say that a few weeks ago he had an encounter with Police Officer Lehar while he was in the Town of Newburgh. He told him that he was one of the first officers on the scene when his brother was shot and when he walked into the room he saw all of the officers over his brother's dead body. He said he flipped him over and ripped his shirt off but there were so many holes that he couldn't do anything. He also saw holes in the floor and said that it was messed up because they killed your brother. He said that they knew what they did and they meant to do it. There is a Grand Jury review coming up and he needs to be brought to the Grand Jury to testify on what he told him.

Donald Lembhard, City of Newburgh, said that the City of Newburgh Police Department took the life of his brother Michael Lembhard. Four - gunshot wound to the right arm upward front to back. He asked the City Council to fire the four police officers and the District Attorney to indict the four police officers.

Joe Eusty, City of Newburgh, said that the City of Newburgh Police Department took the life of his brother Michael Lembhard. Five - gunshot wound to the right arm back to front downward. He asked the City Council to fire the four police officers involved and the District Attorney to indict the four police officers involved.

Basil Lembhard, City of Newburgh, said that the City of Newburgh Police Department took the life of his brother Michael Lembhard. Six -

gunshot wound to the left thigh downward front to back. He asked the City Council to please fire the four police officers involved and the District Attorney to indict the four police officers involved.

Mildred Lembhard, City of Newburgh, said that the City of Newburgh Police Department took the life of her big brother Michael Lembhard. Number seven - gunshot wound to the right back upward back to front. She asked the City Council to fire the four police officers and the District Attorney to indict the four police officers.

Richard Lembhard, City of Newburgh, said that the City of Newburgh Police Department took the life of his brother Michael Lembhard. Number eight - gunshot wound to the left thigh back to front upward. He asked the City Council to fire the four police officers and the District Attorney to indict the four police officers.

Leticia Livingston, City of Newburgh, said that the City of Newburgh Police Department took the life of her cousin Michael Lembhard. Number nine - gunshot wound to the right chest downward front to back. She asked the City Council to fire the four police officers and begged the District Attorney to indict the four police officers.

Kahnna Cousar, City of Newburgh, said that the City of Newburgh Police Department took the life of her uncle Michael Lembhard. Number ten - gunshot wound to the right back downward back to front. She asked the City Council to fire the four police officers and the District Attorney to indict the four police officers.

Dijonne, City of Newburgh, said that the City of Newburgh Police Department took the life of her cousin Michael Lembhard. Eleven - gunshot wound to the right chest front to back downward. She asked the City Council to fire the four police officers and the District Attorney to indict the four police officers.

Ellie Dickey, City of Newburgh, said that the City of Newburgh Police Department took the life of her cousin Michael Lembhard. Number twelve - gunshot wound to the left back downward back to front. She asked the City Council to fire the four police officers and the District Attorney to indict the four police officers.

Ella Banks, City of Newburgh, said that the City of Newburgh Police Department took the life of her cousin Michael Lembhard. Number thirteen - gunshot wound to the left chest front to back downward. She asked the City

Council to fire the four police officers and the District Attorney to indict the four police officers.

Kia Rogers, City of Newburgh, said that the City of Newburgh Police Department took the life of her brother-in-law Michael Lembhard. Number fourteen - gunshot wound to the left chest front to back downward. She asked the City Council to fire the four police officers and the District Attorney to indict the four police officers.

Juanita, City of Newburgh, said that the City of Newburgh Police Department took the life of her little cousin Michael Lembhard. Number fifteen was a gunshot wound to the left chest front to back downward angle. That was fifteen gunshot wounds you just heard that entered Michael's body. The thing her family has a problem with now is number sixteen that says there are several irregular abrasions and contusions within an approximate four inch area on the left side of his face including the cheek and temple region of his forehead. Was he punched in the face? There are several small red abrasions and contusions at the lower aspect of his right neck so he was also choked. There are several abrasions on his right hand so he was fighting for his life. On March 7, 2012, Michael Lembhard was shot and killed by Eric Henderson and Nicholas Cardinale. He was shot fifteen times; eight in the back of his body and eleven of the shots were from a downward angle so was he lying down? According to the Press reports these officers are two department veterans regarded by their colleagues as among the most professional of the Force. Where did they get their training? When was the last recertification of their training updated? If they were so professional, why didn't they handle the situation professionally? A veteran officer that was trained properly would not have needed to use excessive force to subdue Michael and he would still be here with his children and his family. Professionals would never have shot Michael fifteen times. Why are they still on the Force and why are they still getting paid to be on this Force? What kind of departmental policy is this? Is it departmental policy for our law enforcement officers to now become the Judge, Jury and Executioner? As their employers, why haven't the Mayor and the City Council fired them or at least stopped paying them? The four police officers must be indicted for the senseless, unjustifiable execution of Michael Lembhard.

Mark Coolidge, City of Newburgh, said that a couple of months ago the Chief of Police asked to hire four more police officers and he is going to tell them how to do it. He demands that these police officers be fired right now. *He passed a picture to the Council to observe while he was speaking.* He said that these are shots that went into the floor. This young man was shot and thrown to the floor where they finished killing him. There are shots going directly into the floor therefore they executed this young boy. These officers

need to be fired immediately. That is first degree murder. His family and the community are asking for these officers to be fired immediately.

Omari Shakur, City of Newburgh, brought to the attention of the City Council and the community that he held the official Medical Examiner's report. The date of the autopsy was March 9th and 10th so for the last three months our City Council and our Police Department have been letting our community believe that Michael was shot nine times when the report was already done. The City Council and the Police Department knew because it was certified that present at the autopsy were people from the New York State Police Department and the City of Newburgh Police Department. If our City Council didn't know about this, then these police officers need to be fired also because they are their boss and this report was done on March 9th and 10th. There was also someone present from the District Attorney's Office so what were they investigating and why wasn't the community made aware of these fifteen shots? Because they thought this family and the community were going to be quiet and they were going to shovel this under the rug and put it away. There needs to be an investigation from our State so we are sending this to our Justice and Federal Departments and to everyone who needs to know about this because this report was done March 9th and 10th and for the last few months they have led this family to believe that they didn't know what was going on. If they didn't know what was going on, the Police Chief did because it is right here in the Medical Examiner's report so he finds it hard to believe that the Mayor and City Council were not made aware it. There needs to be an investigation into this Police Department because who is running this City? He added that there is an Election coming up next week and a lot of people have been asking them who they are endorsing but the people in the community already know. Lastly he said that the Medical Examiner's report is a result of what this family did because if they had been quiet it would have been put under the rug.

Beatrice, 10 Clark Street, said that she is a member of Community Voices Heard and a member of Communities United a Coalition that has been formed in response to the senseless shooting of Michael Lembhard. She is very shocked and alarmed at the results of the autopsy of Michael Lembhard. The evidence from the autopsy means that Michael was shot when his back was to the cops and at close range which isn't right. The police failed to apprehend Michael so they just shot him without reason. This makes her concerned because any one of us could be next to be shot without any legal reason. She feels that the justice system has failed all families who have suffered at the hands of police violence. It doesn't have to be that way. She supports a special investigation from Albany because right now this looks like legal assassination. They are also supporting a civilian complaint review board to address the issues that community members haven't been dealing

with at the hands of the police. Are you here to serve and protect or disturb and forget? How would you feel if it was your family or your loved ones? They are asking for justice they demand justice and they will continue to have their voices be heard until they get justice. To the police officers sitting in their cars by their actions and responses to the senseless violence in all reality they don't care about justice, they care about their image because if they had any common sense they would realize that this was murder.

Lillie Howard, City of Newburgh, agrees that it was an execution. She sees some people with smirks on their faces but there have been many murders in the Newburgh Police Department that have not been dealt with. She holds the NAACP and the Greater Newburgh Ministerial Association responsible for the silence they have continuously had with these incidents. It is time to wake up Newburgh because this is just the beginning of something that you might not be able to shut down. She said that if they had been four black policemen and a white youth was shot what do you think would have been the outcome?

Thomas, Town of Newburgh, said that he has been an activist in the City of Newburgh for some time. He was a supporter and a sponsor of the movie the Interrupters played at the Downing Film Center on April 30th. The youth role was very supportive of giving a good showing of that movie. He read some of a viability study of the Ceasefire Program which is in Chicago and other places. (copy attached).

Michael's uncle told the Mayor that she needs to start doing her job because she is not doing it at all. To the Press and the newspaper he said that Michael was never chased by the police because he was sitting on the porch. On the television this morning they said that they had a Search Warrant but they never had one so they kicked the door in. Let's get it right and be truthful about the whole matter. Michael was sitting on that porch doing nothing.

Omari Shakur spoke for Michael's mother Arlene as she was too devastated to speak right now. We had a Press Conference scheduled and the Solar Car had one scheduled as well as certificates for the kids at N.F.A. They did a lot of work and she was really happy about that but it took him back to when we were kids and we did something wrong. What was the first thing we did before mom and dad got home? We did everything we could possibly do. Now mom is home and she wants to know who did this to her child. What you saw today is what they are supposed to be doing all the time. They did it now when they knew we were coming here with this press release about the autopsy. She wants everyone to know that she is here and she wants to know what are the City Council and the DA going to do about her son?

Jennifer Murchison, City of Newburgh, said that in light of the information that has been discovered she hopes that the family gets the justice that they seek and deserve. As a member of the Police Community Advisory Board, people know where to find her. She is in contact with the police all the time so if anyone wants a meeting with them or to sit down and talk they can get in touch with her. In regard to resolution #90-2012, the parent is the first educator of a child. It is up to us as a parent to educate our children. We have parents in our community who can't read and write themselves so when you are considering vendors and contracts please consider the people that tend to work with parents. In regard to resolution #91-2012, she said that Dawn Wilkins is the contact person for Team Newburgh.

A resident from New Paltz who works in the community said that he has sat in on several meetings trying to do things for Newburgh that people have asked for to make sure that the kids can be safe and not deal with gangs and drugs. There is a problem because while coming up with the best plans and ideas we are shooting ourselves in the foot because immediately after we come up with all the theories we are doing it from an ivory tower and we are then telling the community where they need to fit in. It is very difficult to ask a community to be a part of this City and then offer no justice and offer them second class citizenship in their own city. We can no longer do that. We have to make sure that at any turn at any time anyone from the Lemhard family and any family here who has a child and a vested interest in the family being able to be safe and go to school without being threatened. He has heard about threats coming from members of the police force since this has happened and he is asking District Attorney Phillips to step down and allow the New York State Governor to put in someone who will offer justice and hope to this community. If you want them to move in a positive direction and make sure that everyone can live together, we cannot tell them that they cannot have justice. You cannot tell people that their families do not matter and that it is alright that their son is dead. Everyone here is well versed in politics but the action still says deal with it. We can no longer have that.

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

Synopsis

The Viability of a Ceasefire Replication in the City of Newburgh Ceasefire, a New Approach to Violence Prevention A Newburgh-based Ceasefire Replication

Introduction

"We got a responsibility to bring up our community to be vibrant. Whatever it is that's going on, Cease the Fire, call a Truce"

Ameena Matthews, a Ceasefire Interrupter

It is the irony of the ironic- that we continue to do the same thing and hope for change and pray for change, when we haven't done the required work to change outcomes and behaviors. We must heed the words of the old African proverb- The best time to plant a tree is 20 years ago. The second best time is **now!**

A growing number of communities have adopted multi-strategy, multi-disciplinary approaches to reduce the violence that has adversely affected youth, families, and neighborhoods across America. We can implement in the City of Newburgh, a Newburgh-based Ceasefire replication. (Ceasefire, as seen in the documentary "The Interrupter"). We can contact and work with the Chicago Project for Violence Prevention team (CPVP) who designed and manages Ceasefire, to learn there program. CPVP staff also provides extensive training to community groups implementing the program. There are many, very specific requirements to ensure that the Chicago's Ceasefire program model is implemented appropriately.

- Community groups must implement the program in neighborhoods within the top 25% for the number of homicides and non-fatal shootings.
- Must be able to hire ex-offenders as outreach workers.
- Must comply with staffing and monthly reporting requirements based upon the Ceasefire model.

Chicago's Ceasefire has been replicated in over 20 cities and more than four countries. Baltimore's Safe Streets program was implemented in four of Baltimore's more violent neighborhoods, engaging hundred of high-risk youth and mediating over 200 disputes

with the potential to lead to a shooting (in the program year 2007). The program was associated with fewer acceptances for using guns to settle grievances in one of the intervention neighborhoods. If, the program participants or clients of the outreach workers were some of the highest risk youth in the Safe Streets intervention communities and those youths behavior and attitudes affect their peers (consistent with evidence of peers influence on youth violence), then the program can yield significant community-wide benefits for youth.

The program's purpose is to reduce violence in targeted communities. Targeting intervention on the high-risk activities and behaviors of a small number of carefully selected members of the community who are likely to be involved in violent activities, specifically gang and gun violence, in the immediate future. The intervention with this target population should include improved coordination of existing resources and activities that support multiple, complementary anti-violence strategies.

The three main goals of this program;

- Change community norms regarding violence.
- Provide alternative to violence when gangs and individuals in the community are making risky behavior decisions.
- Increase awareness of perceived risks and costs of involvement in violence among high-risk young people.

To accomplish these goals we must;

- Develop and implement evidence-based programs and strategies to reduce and prevent violence, particularly shooting and killings, and wanton violence.
- Engage clergy and other community leaders to intervene in conflicts or potential conflicts and promote alternative to violence.
- Develop a strong visible public education campaign to instill the message in the community that shooting and violence are not acceptable.
- Involve law enforcement in their youth prevention efforts.

Violence extracts an enormous loss of life and social costs, efforts to prevent it should be a high priority, even when public and private resources are scarce. Ceasefire's program model represents a very promising strategy for reducing gun violence and changing social norms surrounding violence.

Reference

- 1) Evaluation of Baltimore's Safe Street Program, John Hopkins Bloomberg, School of Public Health, Jan 2012
- 2) Ceasefire.org
- 3) RFP- Community-Based Violence Prevention Demonstration Program, U.S.D.O.J.
- 4) Ceasefire-Chicago Evaluation Report, Institute for Policy Research, May 2008
- 5) The Interrupters, the documentary

Contacts

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Black-on-black violence is real problem in our community

BY BILL MARWELL
Tampa Bay Times

On April 26, the Tampa Bay Times published a story about black-on-black crime that focused on the Stop the Violence Coalition, a new neighborhood group.

In the photo accompanying the article, 7-year-old Jordan Balkon sits alone near three tombstone replicas representing the victims of black-on-black violence. That image reminded me that many black children are deeply affected by crime.

Let me introduce you to 36-year-old John Muhammad and his views on this crisis. He is a founder of the coalition and a local leader in the Nation of Islam. He is married with three daughters and a grandson. He wants his community to rid itself of tolerance for black-on-black violence.

"When you look at the murder

rate in the black community, this is civil war," Muhammad said.

"I took at all the funerals. Mothers are taking their children to their funeral, placing them because of neighborhood conflicts, aggravated assaults and home invasions. How can the shooting of our black brothers and sisters by white policemen or neighborhood watchmen warrant more response from black community leaders than our shooting of one another?"

"Look at the statistics. It's not whites killing us. It's us killing us. We must mobilize our people and get our young people to stop the senseless killing of one another. But if we're not willing to confront the mayhem that's going on at our own hands, we will not be taken seriously because we are demanding something from others that we are not demanding of ourselves."

Part of the solution, he be-

lieves, is for the community to recognize the cost of violence, not just for the victims' families, but also the perpetrators.

"When we hear about violence and violent crimes, lots of attention and sympathy are directed toward the victims and their families, and rightly so," he said. "I have four relatives in prison for murder and have firsthand experience with the burden it places on the other family members. When a parent has a child who is given 10 or 20 years or even life in prison, it's a great deal for them and other family members. They feel guilt, shame and regret, and even blame themselves. So, there is great loss on both sides. When we're asking the would-be offender to do is to stop and think before responding to conflicts with violence."

Muhammad said turning young people away from crime

and putting them on the path to success takes wise leadership.

"When you look at the way some of these young people control and operate drug houses and open-air markets, you can see they have the drive and skill that can compete with the best that can compete with the best Fortune 500 CEOs. Wise leaders would recognize that with the right vision and a different product, these young people can be productive business owners."

He said new black leaders are needed to help cultivate and positively redirect the entrepreneurial spirit many young blacks naturally possess.

"We have to show them by example that they can own their own businesses and that we will support them," he said, calling for support from existing black-owned businesses. "Our responsibility is to pool our resources and organize those who

have plumbing, roofing, brick masonry and electric wiring skills. Let's ask them to teach the young people their trades.

"Then we can look at these vacant lots and abandoned properties in the 'hood, and approach city government and ask them to help us put our brothers and sisters to work in rebuilding their community. ... We can then begin to legally own the city blocks we once foolishly used for illicit purposes."

Although the Stop the Violence Coalition began in the black community, Muhammad said "anyone willing to take a stand for peace is welcome to participate, regardless of creed, class or color. Violent crime affects every member of our community—especially our children."

Journal Bill Marwell@tampabay.com

ABOUT THE FILM

During one weekend in 2008, 37 people were shot in Chicago, seven of them fatally. It was the year Chicago became the emblem of America's inner-city violence and gang problem.

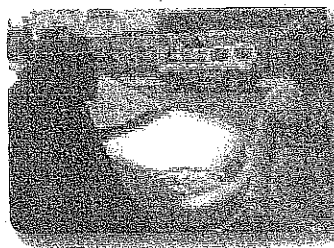
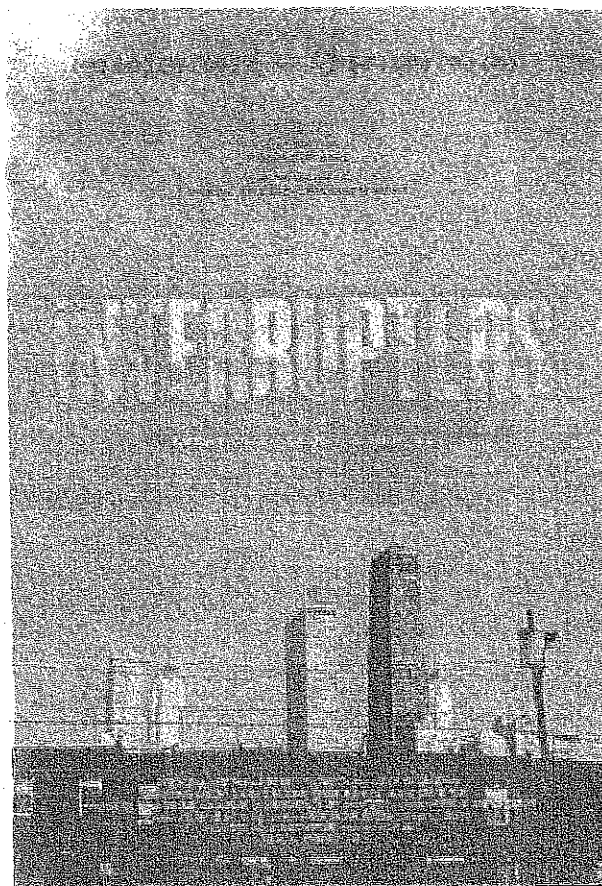
The Interrupters is the moving story of three dedicated "violence interrupters"—Ameena Matthews, Cobe Williams and Eddie Bocanegra—who, with bravado, humility and even humor, work to protect their Chicago communities from the violence they themselves once employed. Their work and their insights are informed by their own journeys, which, as each of them points out, defy easy characterization.

From acclaimed producer-director Steve James (*Hoop Dreams*) and best-selling author-turned-producer Alex Kotlowitz (*There Are No Children Here*), *The Interrupters* is an unusually intimate journey into the stubborn persistence of violence in our cities. *The New York Times* says the film "has put a face to a raging epidemic and an unforgivable American tragedy."

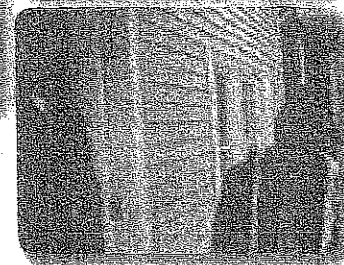
The "violence interrupters" work for CeaseFire, the brainchild of Gary Slutkin, an epidemiologist who for 10 years battled the spread of cholera and AIDS in Africa. Slutkin believes that the spread of violence mimics that of infectious diseases, and so the treatment should be similar: Go after the most infected, and stop the infection at its source. In 2004, CeaseFire's Tio Hardiman created the Violence Interrupters program which hires individuals who because of their pasts have respect on the streets.

Shot over the course of a year out of Karterquin Films in Chicago, *The Interrupters* follows Ameena, Eddie and Cobe as they attempt to intervene in situations before those situations turn violent: two brothers threatening to shoot each other; an angry teenage girl just home from prison; a young man heading down a warpath of revenge. The film captures not only the Interrupters' work, but reveals their own inspired journeys from crime to hope and, ultimately, redemption. As they venture into their communities, they confront the destructive cycle of poverty, incarceration and joblessness — and reveal the importance of economic opportunity, community cohesion and family ties.

Ultimately, this is a story of the power we all possess to make a positive difference in our community.



FRONTLINE



HOW TO USE THE FILM AND COMMUNITY RESOURCE GUIDE

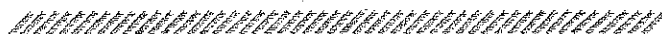
Educators, community organizers, faith-based leaders, policy makers and parents can use *The Interrupters* to engage audiences and communities – young people in particular – in reflection and discussion around the issues in the film. Whether you use excerpts or the entire film, your screening can be a springboard for dialogue or the centerpiece of a strategic community action plan. While there are many ways to use the film, most organizations will use a screening to:

- Highlight successful examples of local violence prevention efforts
- Help audiences explore the historical context and root causes of urban violence
- Brainstorm creative approaches for interrupting the cycle of retaliatory violence
- Encourage young people to reflect on the choices they make and their role as change-agents in their communities



"YOUTH VIOLENCE IS NOT A CHICAGO PROBLEM. IT IS SOMETHING THAT AFFECTS COMMUNITIES BIG AND SMALL, AND PEOPLE OF ALL RACES AND ALL COLORS. IT IS AN AMERICAN PROBLEM."

– Eric Holder, U.S. Attorney General



The film has already been used to spur dialogue and action in communities across the country. The screenings have brought together a wide array of people working within public health, law enforcement, education, juvenile justice reform, economic development, re-entry programs and job training, all themes that are reflected in the film. The most successful events tend to involve a cross-section of the community; from policymakers and police officers to community organizers, artists and young people embroiled in conflict.

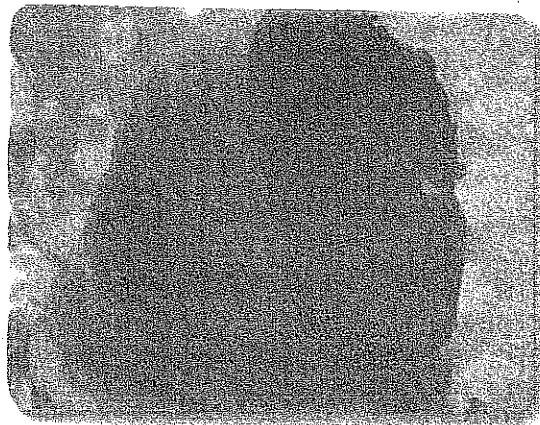
We encourage you to use this Community Resource Guide as a tool to help you craft events using the stories in the film. We have included discussion questions, background reading, resource organizations, sample exercises and practical ways to take action. We hope that these resources help you to develop productive and meaningful events, build relationships with new organizations, and engage those directly impacted by violence and those eager to make a difference.



CHARACTER PROFILES

Ameena Matthews – Mother, Wife, Violence Interrupter

Ameena, daughter of Jeff Fort, one of Chicago's most notorious gang leaders, was herself a drug ring enforcer. But having children and finding solace in her Muslim faith pulled her off the streets and grounded her. In the wake of Derrion Albert's death, Ameena becomes a close confidante to his mother, and helps her through her grieving. Ameena, who is known among her colleagues for her fearlessness, befriends a feisty teenaged girl who reminds her of herself at that age. The film follows that friendship over the course of many months, as Ameena tries to nudge the troubled girl in the right direction.



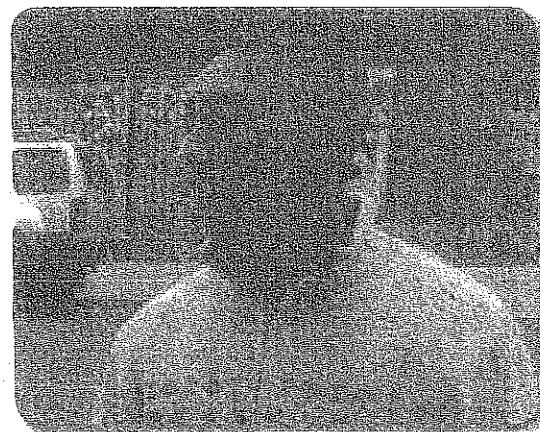
Cobe Williams – Husband, Father and Violence Interrupter

Scarred by his father's murder, Cobe was in and out of prison, until he had had enough. His family – particularly a young son – helped him find his footing. Cobe disarms others with his humor and his general good nature. His most challenging moment comes when he has to confront a man so bent on revenge that Cobe has to pat him down to make sure he's put away his gun. Like the other Interrupters, he gets deeply involved in the lives of those he encounters, including a teenaged boy just out of prison and a pair of brothers who are in rival gangs. During the course of filming Cobe mediated 50 conflicts, more than any other Interrupter had ever accomplished.



Eddie Bocanegra – Art Teacher and Violence Interrupter

Haunted by a murder he committed when he was seventeen, Eddie views his work with CeaseFire work as a part of his repentance for his past actions. Eddie is most deeply disturbed by the aftereffects of the violence on children, and so he spends much of his time working with younger kids in an effort to both keep them off the streets and to get support to those who need it – including a 16-year-old girl whose brother died in her arms. Soulful and empathic, Eddie, who learned to paint in prison, teaches art to children, trying to warn them of the debilitating trauma experienced by those touched by the violence.



Brief Summary: An Evaluation of CeaseFire-Chicago

Prof. Wesley G. Skogan

Institute for Policy Research, Northwestern University

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847-491-8731

This is a very brief summary of the findings of an evaluation of CeaseFire, a Chicago-based violence prevention program that was active in numerous sites in Illinois. The program is administered by the Chicago Project for Violence Prevention (CPVP), which is located at the University of Illinois' School of Public Health. The evaluation focused on program development and implementation, and on its impact on clients and the community. It was conducted independently by a team from Northwestern University's Institute for Policy Research. The evaluation was funded by the National Institute of Justice. An 18-page Executive Summary and the full report are available at: www.northwestern.edu/ipr/publications/ceasefire.html

The Program

Based on a public health model, CeaseFire works to interrupt the cycle of violence and to change norms about behavior. Some program elements focus on risky activities by a small number of carefully selected members of the community with a high chance of either "being shot or being a shooter" in the immediate future. An outreach staff counseled clients they recruited on the street. In the main, they were young men already marginalized from the rest of society; they found their friends, identity and respect among their youthful peers, as far from the constraints of society as they could put themselves. The job of outreach workers was to mentor and counsel them, assess their needs, and connect them with a broad range of services. CeaseFire's violence interrupters worked alone or in pairs, mediating conflicts between gangs and intervening to stem the retaliatory violence that threatens to break out following a shooting. They worked the street in the night, talking to gang leaders, distraught friends and relatives of recent shooting victims, and others who were positioned to initiate or sustain cycles of violence. Local clergy and community groups participated in marches, rallies and prayer vigils focused on reinforcing the unacceptability of violence in the community. Educational materials were distributed that aimed at changing norms about violence and enhancing knowledge of the risks of engaging in violence.

These interventions were theory driven, based upon concepts and strategies adapted from the public health field. The program aimed at communicating the social and personal costs of involvement in violence, changing community norms regarding violence, and providing on-the-spot decision alternatives for clients and gangs facing impending violence. A notable feature of CeaseFire's staffing was their commitment to hiring culturally appropriate messengers to carry the word to the community. Who they hired was a strategic consideration, and the program was staffed by street-savvy individuals who were carefully selected, trained and supervised, and who had legitimacy with community members and could talk frankly with clients and gang members.

Impact on Clients

CeaseFire insisted that clients be "high risk" on several indicators, and we found that most were. Based on personal interviews and other data on a random sample of almost 300 clients, more than 80 percent had been arrested, 56 percent had spent "more than a day or two" in jail, 20 percent had been to prison, and about 40 percent had been on probation or parole. Most had been involved in a gang, many of them somewhere up the hierarchy. Almost 60 percent never got past grade school.

Once in the program they saw their outreach workers frequently, and two thirds or more were active participants in CeaseFire activities and helped out with the program. More than half participated in the marches and vigils that are held following a neighborhood homicide.

In interviews, clients reported getting a great deal of assistance with the problems they brought to the program.

76 percent reported needing a job, and 87 percent of them got job-seeking help from their outreach worker

37 percent reported they wanted to get back into school or a GED program, and 85 percent of them got help in doing so

34 percent wanted help in disengaging from a gang, and virtually all of them received help from their outreach worker

Clients who sought help from their outreach worker for getting a job, getting a school credential, and getting out of a gang were more likely to be successful at these by the time we interviewed them, with disengaging from their gang being the most difficult goal. However, they often had complex problems calling for a broad range of coordinated services.

A striking finding was how important CeaseFire loomed in their lives. After their parents, their outreach worker was typically rated the most important adult in their lives, well above their brothers and sisters, grandparents, coaches and clergy. Clients noted the importance of being able to reach their outreach worker at critical moments – when they were tempted to resume taking drugs, were involved in illegal activities, or when they felt that violence was imminent.

Impact on Shootings and Killings

The evaluation examined the impact of introducing CeaseFire on shootings and killings in the targeted area. We did this in three ways: comparing changes in over-time trends in violence, shifts in shooting "hot spots," and changes in "who shoots who" within and between gangs. Before-after changes in targeted areas were compared to shifts in matched areas of the city that did not have CeaseFire.

Over-time trends revealed that violence was down by one measure or another in six of the seven areas that were examined statistically. The broadest measure of shootings (which included attempts) declined an additional 17 to 24 percent, due to the program. In four overlapping sites there were distinctive declines in the number of persons actually shot or killed ranging from 16 to 34 percent.

Crime hot spot maps were used to examine the concentration and overall density of shootings in space. Overall, there were decreases in the size and intensity of shooting hot spots in six of seven CeaseFire areas, and in four of them this was due to the introduction of the program.

The report also considers how homicides within and among gangs changed with the introduction of CeaseFire in eight areas. This was examined using data drawn from police case files. There were significant shifts in gang homicide patterns in five of these areas due to the program. Four sites saw a decline in retaliatory killings; average gang involvement declined in three areas; and two sites experienced a decline in the percentage of killings attributed by the police to gangs.

The table below summarizes these findings for specific CeaseFire sites.

Summary of CeaseFire Impact Analysis

	Changes in Violence Due to the Program		
	shootings down ^a	hot spots cooler	gang homicide decline
Auburn-Gresham	-17%	-15%	gang involvement in homicide down reciprocal killings down
Englewood	-34%		
Logan Square	-22%		gang involvement in homicide down reciprocal killings down
Rogers Park		-40%	
Southwest	-24/-27%		gang involvement in homicide down
West Garfield Park	-24/-23%	-24%	reciprocal killings down
West Humboldt Park	-16%	-17%	
East Garfield Park	not evaluated	not evaluated	reciprocal killings down gang involvement in homicide down

Note: ^a Two measures: all actual and attempted shootings, and all persons shot or killed; gun homicide alone also lower in Auburn-Gresham due to the program.

COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that she had some very nice things to say tonight but this is not the appropriate time. This has been a very touching night for everyone.

Councilman Brown said to the Lembhard family that he did not know anything about that autopsy report and he will ask why they didn't know what the exact bullet count was. They were going under the assumption that it was nine and he has been saying nine all along. If that report was made and we weren't informed then we need talk about that because we need to know these things. We don't want to mislead anyone and we all want to help.

Councilman Dillard said that he concurs with Councilman Brown. They did not know the results as he read about it in the newspaper. He said that he is in this for the long haul because justice is justice and if that young man was killed in cold blood then there should be some punishment. There is another side too so they have to listen to both sides which will happen in the Grand Jury. He is not too keen on the Grand Jury because he has a report dealing with police brutality here in the City of Newburgh and going to the Grand Jury. The fight should not be given up so we must continue to fight.

Councilwoman Lee said that there are really no words of comfort. This was by far one of the most damning Medical Examiner reports that she has heard and as Councilman Brown stated, she did not receive a copy of that. She thanked them for sharing it with them and now she thinks they can act with more information. She does support them and as a mother she can't tell them the grief that she feels. She is feeling only a fraction of what they are feeling because it didn't happen to her. It is painful but the fight is not over and just because you don't see us doesn't mean that we are not working. Your vote is your voice so you need to exercise your vote. If you have a problem with the District Attorney, note that he has been in office for a long time and the people keep him there so it is important that you exercise your right to vote. It doesn't end there but you have to have some kind of beginning. We are the Legislative Body for the City and you are right that we need to take some kind of action but we also have to listen to the other side. You have a voice and you have to use it not in who she thinks is the best Candidate but you have to get out and talk to these people to find out what they are going to do for you and how your issues can be resolved. Police brutality in the City of Newburgh is not new. In four years, five children are dead so that is a serious problem and it says to her that something needs to be done. She doesn't think that we have all bad Officers but the one, two, three or five that are not good Officers make the rest look like crap. She is in support of making changes and she thinks

that everyone sitting at the table is in support of that also. Even though you don't want to hear this there is more information that they have to collect. If there are two copies of that Medical Examiner's Report, one copy should be put on the City's Website.

Mayor Kennedy said that she would also like to see a copy of it because she has never seen it. She read about it in the newspaper so can you imagine her shock to read it in the paper? She feels that she should have known about it before it was in the paper.

Following disruption in the audience Councilwoman Lee asked to please let the Mayor finish. She doesn't know if there is anything we can do but beating up on the Mayor isn't going to do anything right now. This is a very powerful report and we are all still reeling from it. Let the Mayor finish her comments and she doesn't know if they will talk publicly but she is sure that they will have private conversations whether they can or not because they need to.

Mayor Kennedy said that so much is happening so fast. She was shocked to read this in the newspaper and she came upon a conference that she didn't know was being had. She is walking into it stone cold listening to this for the first time herself on Friday. Imagine where she was because she had not heard that news at all. She said that she was sorry and she doesn't know how to say anything else.

Councilwoman Lee said that they are doing what they can with the power that they have. Fighting us isn't going to help as we are on the same team and we have all tried to work together. This can't turn into something where we are in the room fighting because we need to fight outside of this City and take these fights to the County, to Albany and to Washington. That is where we need to take these fights and we will.

Mayor Kennedy said that they are doing everything that they know how to do that is in their power to do at this moment. She added that they do not have the power to fire a Police Officer and that this can be discussed further after the meeting.

There being no further business to come before the Council the meeting adjourned at 9:15 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

JULY 5, 2012

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: REGISTRAR OF VITAL STATISTICS

I RESPECTFULLY REPORT THAT THERE HAS BEEN
RECEIVED IN THE OFFICE OF VITAL STATISTICS DURING THE MONTH
OF JUNE 2012 THE SUM OF \$4,790.00 AS FOLLOWS:

232 CERTIFIED COPIES OF BIRTH CERTIFICATES	\$2,322.00
246 CERTIFIED COPIES OF DEATH CERTIFICATES	<u>\$2,468.00</u>
TOTAL	\$4,790.00

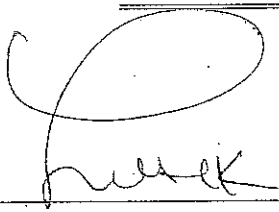
IN ADDITION:

441 BIRTHS HAVE BEEN FILED IN THIS OFFICE TO DATE,
301 DEATHS HAVE BEEN FILED IN THIS OFFICE TO DATE,

LORENE VITEK

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	33	577.50
	Season Boat Launch Permit	Season Boat Launch Permit	12	1,200.00
		Sub-Total:		\$1,777.50
1550	Bordatella Booster	Bordatella Booster	1	38.00
		Sub-Total:		\$38.00
A1255	Conservation	Conservation	8	10.72
		Sub-Total:		\$10.72
A12550003	Misc. Fees	Certified Copies - Marriage	29	290.00
		Sub-Total:		\$290.00
A12550008	Misc. Fees	Copies	54	13.50
		Sub-Total:		\$13.50
A12550012	Thumbprint Fee	Thumbprint Fee	1	5.00
		Sub-Total:		\$5.00
A12550013	Private Trash Collector	Private Trash Collector	28	5,600.00
		Sub-Total:		\$5,600.00
A15200001	False Alarms	False Alarms	3	500.00
		Sub-Total:		\$500.00
A1550	Public Pound	Public Pound	1	10.00
		Sub-Total:		\$10.00
A15500004	Dog Redemption	Redemptions	1	35.00
		Sub-Total:		\$35.00
A15500010	Vet Bill (rabies)	Vet Bill (Rabies)	1	28.00
		Sub-Total:		\$28.00
A25010001	Liquor Tax	Liquor Tax	1	224.00
		Sub-Total:		\$224.00
A2544	Dog Licensing	Female, Spayed	12	90.00
		Female, Unspayed	2	25.00
		Male, Neutered	7	52.50
		Male, Unneutered	7	87.50
		Sub-Total:		\$255.00
A25900004.0001	ALARM PERMIT PENALTY	ALARM PERMIT PENALTY	2	300.00
		Sub-Total:		\$300.00
A25900008	Alarm Permit	Alarm Permit	1	100.00
		Sub-Total:		\$100.00
A25900011	Petroleum Dispensers	Petroleum Dispensers	23	5,000.00
		Sub-Total:		\$5,000.00
A25900012	Peddlers Permit	Application Fee	1	75.00
		On Foot - Per Week	1	10.00
		On Foot - Per Yr.	1	100.00
		With Vehicle - Per Month	1	50.00

Account#	Account Description	Fee Description	Qty	Local Share
		Sub-Total:		\$235.00
425900019	Taxi Application Fee	Taxi Application Fee	2	200.00
		Sub-Total:		\$200.00
425900020	Taxi Drivers License	Taxi Drivers License	3	300.00
		Sub-Total:		\$300.00
		Total Local Shares Remitted:		\$14,921.72
Amount paid to:	NYS Ag. & Markets for spay/neuter program			46.00
Amount paid to:	NYS Environmental Conservation			183.28
Amount paid to:	State Health Dept. For Marr. Licenses			742.50
Total State, County & Local Revenues:	\$15,893.50	Total Non-Local Revenues:		\$971.78



City Clerk7/5/12

Date

PERSONNEL REPORT
CIVIL SERVICE COMMISSION
JUNE 2012

POLICE:

John Staton
106 Shaker Court North
New Windsor, NY

Police Detective
Suspended w/o pay 6/6/12
\$71,253

Robert Carroll
38 Wendy Drive
Poughkeepsie, NY

Police Officer
Resigned 6/23/12
\$61,281

DPW:

Ricardo Rivera
195 Lake Drive
Newburgh, NY

Motor Equip Operator
Promoted 6/1/12
\$44,140

Edwin Gotay
13 VanAme Street
Newburgh, NY

Sanitation Worker
From Temp to Permanent
6/1/12 \$38,748

Vincent Morgan
5 Anderson Street
Newburgh, NY

Seasonal Laborer
Appt. Temporary
6/1/12 \$11/hr.

Alander Melvin
222 City Terrace
Newburgh, NY

Sanitation Worker
Suspended w/o Pay
6/13/12 \$45,230

Tammie Hollins
55 Varick Homes
Newburgh, NY

Waterfront Attendant
Resigned 6/14/12
\$10/hr.

Thomas Cinnante
6 Max Way
Newburgh, NY

Working Supervisor
Removal 6/15/12
\$47,697

**Planning &
Development:**

Courtney Kain
73 Bay View Terrace
Newburgh, NY

Director of Community Development
Return from MLOA
6/4/12 \$72,440



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: Lorene Vitek, City Clerk

RE: Notice of Claim:
Tanya Rhode vs City of Newburgh

DATE: June 18, 2012

Please find attached Notice of Claim regarding the above, which was received via Certified Mail on this date.

Attachment

Cc City Manager
Mayor & Council

In the Matter of the Claim of

TANYA RHODE

RECEIVED

JUN 18 2012

CITY CLERK

NOTICE OF CLAIM

TO:

City of Newburgh
Department of Public Works
88 Pierces Road
Newburgh, NY 12550

City of Newburgh Clerk's Office
83 Broadway
Newburgh, NY 12550

PLEASE TAKE NOTICE that the undersigned claimant hereby makes claim and demand against you as follows:

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

Tanya Rhode
347 Liberty Street
Newburgh, NY 12550

Foulke Law Offices
25 Main Street, 3rd Floor
Goshen, NY 10924

2. The nature of the claim:

This is a claim to recover for personal injuries sustained in a trip and fall on an unstable cobblestone portion of Clinton Street, Newburgh, New York where the cobblestones adjoin a higher elevation asphalt roadway surface.

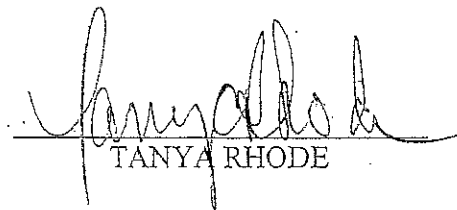
3. The time when, the place where and the manner in which the claim arose:

The accident occurred on May 12, 2012 at approximately 4:00 p.m. The incident occurred when plaintiff's right foot became ensnared where the cobblestone portion of Clinton adjoins a raised asphalt roadway surface. The accident occurred on Clinton Street near its intersection with Liberty Street as one would approach Liberty Street walking in a westbound direction near 88 Clinton Street.

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

Plaintiff seeks to recover for past and future emotional and physical pain and suffering, lost earnings, medical expenses, and any other damages to which she may be entitled. Among other things, plaintiff suffered multiple metacarpal fractures to her right foot.

Dated: Goshen, New York
June 8, 2012

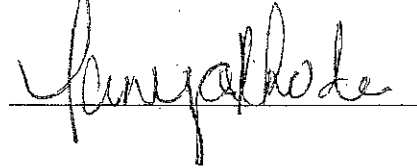

TANYA RHODE

FOULKE LAW OFFICES
Attorneys for Claimant
25 Main Street, 3rd Floor
Goshen, NY 10924
845-294-4308

Individual Verification

State of New York, County of Orange) ss.:

TANYA RHODE, being duly sworn, deposes and says that deponent is the claimant in the within action; that he has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.



Sworn to before me this
13th day of June, 2012


Notary Public

EVAN M. FOULKE
Notary Public, State of New York
No. 02FO5075259
Qualified in Orange County 2015
Commission Expires March 31, 2015



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: Lisette Acosta-Ramirez, Deputy City Clerk

RE: Notice of Claim:
Marinez & Ernesto Garcia vs City of Newburgh

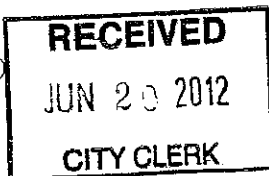
DATE: June 25, 2012

Please find attached Notice of Claim regarding the above, which was received in the City Clerks Office on June 20, 2012.

Attachment

Cc City Manager
Mayor & Council

(Rev. 9/1/04)



Date Claim Received by Entity _____

CITY OF RIVERTON

NOTICE OF CLAIM

The following claim is submitted as an itemized written claim in accordance with the Wyoming Governmental Claims Act (W.S. 1-39-113 (a)(b)). This claim is submitted to:

Entity Name and Address: _____

CITY OF RIVERTON
RIVERTON, WY 82501

(PLEASE PRINT OR TYPE)

1. Name, Address and residence of claimant:

Claimant Name:

Marinez Garcia / Ernesto Garcia

Claimant Address:

75 Lake Dr section 13
Newburgh NY, 12550

Claimant Residence (if different than address):

Claimant Telephone Number: Home:

(845) 787-6946

Business: _____

2. Date and time of alleged loss or injury:

6/11/12 @ 9:30 pm

3. Place of the alleged loss or injury:

lower liberty / big pot hole

4. Circumstances of the alleged loss or injury:

I was drive down liberty
around 9:30 when my car fell in pot hole.
I didn't think anything of until I got home
and realize there was smell. when I went
to look at my back passenger tire my rim
was out of place and sitting on top of
the tire.

5. Name of the public employee involved, if one and if known:

Construction work

6. Name of Claimant's representative or attorney, if any:

Claimant's Representative: _____

Claimant's Attorney: _____

7. Amount of compensation or other relief demanded: \$

(Provide documentation to support your demand)

See attached estimate
from sears.

This "Notice of Claim" form is provided only for the information and convenience of the claimant, who is responsible for completing the form properly and accurately in accordance with the statutory requirements and for presenting it to

the proper entity. The governmental entity, which provided this form, makes no representations as to the sufficiency of the form or accuracy of the information provided.

The governmental entity expressly reserves the right to deny the claim on any basis, including the insufficiency or timeliness of the claim and that the claimant should consult with legal counsel if he/she has any questions.

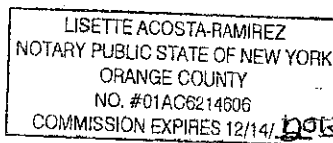
It is the claimant's responsibility to fully comply with all the requirements of the Wyoming Governmental Claims Act (W.S. 1-39-101 through 1-39-120) including the applicable statutory time limits for the filing of your claim and commencement of a suit. Your failure to follow the requirements of the Wyoming Governmental Claims Act may result in your claim being forever barred.

I Ernesto Garcia certify under penalty of perjury and subject to the (Print Claimant Name) provisions of W.S. 6-5-303 and its penalties, that the foregoing claim is a true and just record of necessary expenses paid by me or is an accurate claim for expenses incurred by me. I do further certify that no part of the foregoing claims has been paid or incurred by any other source.

Ernesto Garcia / Mary Garcia 6/20/12
Claimant Signature Date

If additional space is needed, please attach an additional sheet to this claim form. If there are multiple claimants arising out of one occurrence, each claimant needs to complete a separate "Notice of Claim" form.

Lisette Acosta-Ray 6-20-2012





6977 - Sears, Roebuck and Co. 1401 Route 300
Newburgh, NY 12550 (845) 566-2393

EPA Number: Facility Number: 2360746

ESTIMATE

NAME: GARCIA, MARINEZ

ADD: 76 LAKE DR

NEWBURGH, NY 12550

PH: (845) 787-6946

SEC:

YEAR/MAKE/MODEL

NO VEHICLE

LICENSE #

VIN

COLOR

LOCATION

ODOMETER IN

ODOMETER OUT

INITIAL ESTIMATE	
PARTS	\$127.96
LABOR	\$29.87
OTHER	\$0.00
TAX	\$12.82
TOTAL	\$173.14

REVISED ESTIMATE

PHONE AUTHORIZATION

REF. NUM.

APPROVED BY:

ES5706750

CONTACTED BY:

INVOICED BY:

DATE/TIME OF ESTIMATE

06/19/2012 12:28 PM

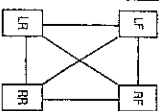
DATE/TIME REVISED

NUMBER CALLED:

LOCAL PURCHASE PO NUMBER:

DATE / TIME CALLED:

706750



AIR PRESSURE FRONT / REAR
/ REFER TO TIRE GUIDE - NON O.E. APPLICATION

WHL. TORQUE SPECIFICATION
/ REFER TO TIRE GUIDE - NON O.E. APPLICATION

See reverse for important warranty terms and other information.

COMMENTS/REQUESTS OR ALTERNATE CONTACTS:

QTY	ITEM #	DESCRIPTION OF MERCHANDISE	PRICE EACH	TOTAL	TECH	CSA
1	PS 09554615	TIRE 205/55R16 FK ZEB12B	\$123.96	\$123.96 T		92825
1	AC 189021	LOCAL TIRE DISPOSAL	\$0.00	\$0.00 T		92825
1	EF 082021	STATE ENVIRONMENTAL FEE	\$2.50	\$2.50		92825
1	PS 09596734	VALVE, CHR SLV 1.25 IN	\$3.99	\$3.99 T		92825
1	LB 19019505	ROAD HAZARD, PLUS AGREEMENT	\$14.88	\$14.88 T		92825
1	LB 19012007	TIRE BALANCE, PERFORMANCE	\$14.99	\$14.99 T		92825

Ⓢ - A 15% Restocking Fee may apply on returned merchandise. A 15% Cancellation Fee may apply on Special Ordered merchandise cancelled after 24 hours. See Salesperson for details.

ITEM / WARRANTY INFORMATION / LABOR DETAILS / COMMENTS

Altmarket TPMS Available. Verify TPMS.

ALL NEW, NON-DEM PARTS UNLESS OTHERWISE SPECIFIED.

ITEM COMMENTS:

19019505: ROAD HAZARD PLUS SERVICE AGREEMENT: THIS AGREEMENT PROVIDES ADDED BENEFITS OVER AND ABOVE YOUR TIRE WARRANTY. ASK YOUR SALES ASSOCIATE FOR DETAILS.
19012007: For the Life of the Tire, to address an uneven or imbalanced tire, we will: adjust the pressure, remove old weights, computer spin balance. Priced EACH

ALL LUG NUTS ON CUSTOM AND ALLOY WHEELS MUST BE RETORQUED AFTER 25 MILES AND CHECKED PERIODICALLY.

This is an ESTIMATE
price for the goods and/or
services you have requested.
These prices are good for
21 days, except sale prices, which are
valid for the duration of the sale.
Thank you for shopping with us!



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: Summons and Verified Complaint:
Leroy Walden, Jr. and Evelyn Walden vs City of Newburgh,
et al.

DATE: June 27, 2012

Please find attached Summons and Verified Complaint regarding the above, which was personally served on our office on this date.

Attachment

Cc City Manager
Mayor & Council

DATE OF FILING: 6/20/12
INDEX #: 5702/2012



Plaintiff designates
Orange County
as the place of trial.

The basis of venue is:
Principle place of
business of
CITY OF NEWBURGH

Plaintiff resides at:
2328 Route 300
Wallkill, NY 12589
County of Ulster

SUPREME COURT STATE OF NEW YORK
COUNTY OF ORANGE

-----X
LEROY WALDEN, JR. and EVELYN WALDEN,

Plaintiffs,

SUMMONS

-against-

CITY OF NEWBURGH, PARUL MANAGEMENT, LLC, and
UMBERTO'S BARBER SHOP,

Defendants.

-----X
To the above named defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within -20- days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

JACOBY & MEYERS, LLP
Attorneys for Plaintiff(s)
c/o Processing center
1279 Route 300, Box 1111
Newburgh, New York 12551

David Akerib
David Akerib (May 29, 2012)

DAVID AKERIB, ESQ.

File #102911-02/seh

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ORANGE

-----X
LEROY WALDEN, JR. and EVELYN WALDEN,

Plaintiffs,

VERIFIED COMPLAINT

-against-

CITY OF NEWBURGH, PARUL MANAGEMENT, LLC and
UMBERTO'S BARBER SHOP,

Defendants,
-----X

Plaintiff, by attorneys, JACOBY & MEYERS, LLP, as and for
the Verified Complaint, herein alleges the following:

1. That at all times hereinafter mentioned, the plaintiffs
were and still are residents of the County of Ulster, State of
New York.

2. That at all times hereinafter mentioned, upon
information and belief, CITY OF NEWBURGH, was and still is a
municipal corporation existing within the State of New York.

3. That at all times hereinafter mentioned, upon
information and belief, the defendant, PARUL MANAGEMENT, LLC,
was and still is a domestic limited liability corporation

authorized under and by virtue of the Laws of the State of New York.

4. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was and still is a foreign limited liability corporation duly organized and existing under and by virtue of the Laws of the State of New York.

5. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was and still is a business entity doing business within the State of New York.

6. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was and still is a domestic corporation organized and existing under and by virtue of the Laws of the State of New York.

7. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was and still is a foreign corporation duly authorized under and by virtue of the Laws of the State of New York.

8. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was and still is a business entity doing business within the State of New York.

9. That at all times hereinafter mentioned, upon information and belief, the defendant, CITY OF NEWBURGH, was in possession and control of a certain sidewalk located in front of 352A Broadway, where the concrete sidewalk meets the brick sidewalk, approximately 33 feet 6 inches west then 7 feet 7 inches north from the CHG&E utility pole #2322, located in front of 350 Broadway, City of New York, County of Orange, State of New York.

10. That at all times hereinafter mentioned, upon information and belief, defendant, CITY OF NEWBURGH, was the owner of a certain sidewalk located in front of 352A Broadway, where the concrete sidewalk meets the brick sidewalk, approximately 33 feet 6 inches west then 7 feet 7 inches north from the CHG&E utility pole #2322, located in front of 350 Broadway, City of New York, County of Orange, State of New York.

11. That at all times hereinafter mentioned, upon information and belief, defendant, CITY OF NEWBURGH, maintained the aforesaid sidewalk.

12. That at all times hereinafter mentioned, upon information and belief, defendant, CITY OF NEWBURGH, controlled the aforesaid sidewalk.

13. That at all times hereinafter mentioned, upon information and belief, defendant, PARUL MANAGEMENT, LLC, was the owner of a certain premises located at 352A Broadway, located in the City of Newburgh, County of Orange, State of New York.

14. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was the managing agent of the aforesaid premises.

15. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was the lessor of the aforesaid premises.

16. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was the lessee of the aforesaid premises.

17. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, maintained the aforesaid premises.

18. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, managed the aforesaid premises.

19. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, controlled the aforesaid premises.

20. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, operated the aforesaid premises.

21. That at all times hereinafter mentioned, upon information and belief, defendant, UMBERTO'S BARBER SHOP, was the owner of a certain premises located at 352A Broadway, located in the City of Newburgh, County of Orange, State of New York.

22. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was the managing agent of the aforesaid premises.

23. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was the lessor of the aforesaid premises.

24. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was the lessee of the aforesaid premises.

25. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, maintained the aforesaid premises.

26. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, managed the aforesaid premises.

27. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, controlled the aforesaid premises.

28. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, operated the aforesaid premises.

29. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was the owner of a certain sidewalk located in front of 352A Broadway, where the concrete sidewalk meets the brick sidewalk, approximately 33 feet 6 inches west then 7 feet 7 inches north from the CHG&E utility pole #2322, located in front of 350 Broadway, City of New York, County of Orange, State of New York.

30. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, maintained the sidewalk adjacent to the aforesaid premises.

31. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, controlled the sidewalk adjacent to the aforesaid premises.

32. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was the owner of a certain sidewalk located in front of 352A

Broadway, where the concrete sidewalk meets the brick sidewalk, approximately 33 feet 6 inches west then 7 feet 7 inches north from the CHG&E utility pole #2322, located in front of 350 Broadway, City of New York, County of Orange, State of New York.

33. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, maintained the sidewalk adjacent to the aforesaid premises.

34. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, controlled the sidewalk adjacent to the aforesaid premises.

35. That at all times hereinafter mentioned, the aforesaid sidewalk located in front of 352A Broadway, where the concrete sidewalk meets the brick sidewalk, approximately 33 feet 6 inches west then 7 feet 7 inches north from the CHG&E utility pole #2322, located in front of 350 Broadway, City of New York, County of Orange, State of New York, was the situs of the accident herein.

36. That on or about the 18th day of November, 2011, this plaintiff was lawfully upon the aforesaid premises.

37. That on or about the 18th day of November, 2011, while the plaintiff was lawfully upon the aforesaid sidewalk

premises, he was caused to be precipitated to the ground, thereby sustaining severe and serious personal injuries.

38. That the accident and resulting injuries were caused by the negligent, wanton, reckless and careless acts of the defendants, their agents, servants and/or employees.

39. That on or about the 10th day of February, 2012, and within ninety (90) days after the claim upon which this action is based, the plaintiff served a Notice of Claim upon the defendant, CITY OF NEWBURGH, in full compliance with the provisions of the General Municipal Law, Section 50E of the Laws of the State of New York.

40. That the one year and ninety (90) day requirement with respect to the service of pleadings has been complied. That a 50-H hearing was held on May 16, 2012.

41. That a Notice of Claim was properly served on the defendant, CITY OF NEWBURGH, and that thirty (30) days has passed since the service of the Notice of Claim and the defendant, CITY OF NEWBURGH, has failed to make adjustment thereon.

42. That the defendants, their agents, servants and/or employees were negligent, wanton, reckless and careless in, among other things, allowing, causing and/or permitting the aforesaid sidewalk to be, become and remain in a hazardous,

unsafe and dangerous condition to persons lawfully thereon; in failing to provide a safe and level place to walk; in allowing, causing and/or permitting portions of said sidewalk to be raised, uneven and not level; in allowing, causing and/or permitting raised areas to be, become and/or remain in said sidewalk; in allowing, causing and/or permitting the sidewalk to be in a dilapidated condition and in a state of disrepair; in failing to properly repair and/or provide for the proper repair of said sidewalk; in failing to fence off, barricade and/or by some other means block off the area of the dangerous, hazardous and unsafe conditions; in failing to see that the brick sidewalk had sunk down below the level of the concrete sidewalk; in allowing, causing and/or permitting the concrete sidewalk to be raised above the level of the brick sidewalk; in failing to warn this plaintiff of the aforementioned conditions; in failing to check, inspect and/or maintain the aforesaid sidewalk; in failing to remedy or take precautionary steps in reference to the aforementioned conditions; in creating a trap; in failing to use that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; in failing to take those steps necessary to avoid the contingency which occurred; in acting with a reckless disregard for the safety of others; in hiring

inept, incompetent and unskilled agents, servants and/or employees, and the defendants, their agents, servants and/or employees, were in other ways negligent, wanton, reckless and careless.

43. The limited liability provisions of C.P.L.R. 1601 do not apply pursuant to C.P.L.R. 1602(7) on the grounds that the defendant acted with reckless disregard for the safety of others including the plaintiff herein.

44. That the defendants, their agents, servants and/or employees had actual and/or constructive notice of the dangerous and defective conditions in that the conditions existed for a sufficient length of time prior to the happening of the within accident and in the exercise of reasonable care, the defendants could have and should have had knowledge and notice thereof, and further, the defendants, their agents, servants and/or employees created said conditions.

45. That by reason of the foregoing, this plaintiff was caused to sustain severe and serious personal injuries to his mind and body, some of which, upon information and belief, are permanent with permanent effects of pain, disability, disfigurement and loss of body function. Further, this plaintiff was caused to expend and become obligated for diverse sums of money as a result of this accident; the plaintiff

further was caused to lose substantial periods of time from his normal vocation, and upon information and belief, may continue in that way into the future and suffer similar losses.

46. That by reason of the foregoing, this plaintiff was damaged in a sum which exceeds the jurisdictional limits of all lower courts which would have jurisdiction of this matter.

WHEREFORE, plaintiff demand judgment against the defendants and each of them in a sum which exceeds the jurisdictional limits of all lower courts which the jury would find to be fair, adequate and just, together with the costs and disbursements of this Action.

Yours, etc.,

JACOBY & MEYERS, LLP
Attorneys for Plaintiff
Office & P.O. Address
c/o Processing Center
1279 Route 300, Box 1111
Newburgh, New York 12551

BY: David Akerib
David Akerib (May 29, 2012)
DAVID AKERIB, ESQ.

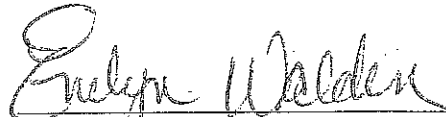
TO: CITY OF NEWBURGH
Defendant
c/o City Clerk
83 Broadway
Newburgh, NY 12550

PARUL MANAGEMENT, LLC
Defendant
c/o Secretary of State
1 Commerce Plaza
Albany, NY 12231

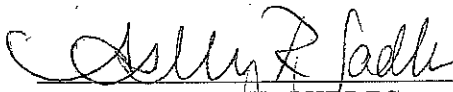
UMBERTO'S BARBER SHOP
Defendant
352A Broadway
Newburgh, NY 12550

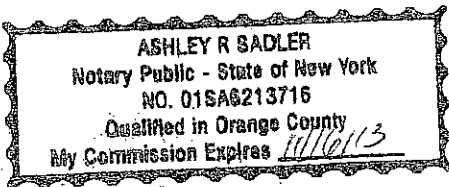
STATE OF NEW YORK : COUNTY OF ULSTER ss:

EVELYN WALDEN, being duly sworn says; I am one of the plaintiffs in the action herein; I have read the annexed Verified Complaint, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.


EVELYN WALDEN

Sworn to before me on
~~May~~
June 7th, 2012


NOTARY PUBLIC



RESOLUTION NO.: 110 - 2012

OF

JULY 16, 2012

A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR AUGUST 13, 2012 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING
CHAPTER 270 ENTITLED "TAXATION" TO PROVIDE FOR THE ADDITION OF
ARTICLE XII ENTITLED
"EXEMPTION FOR CONVERSION OF CERTAIN MULTIPLE DWELLINGS"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning an Local Law amending Chapter 270 entitled "Taxation," to provide for the addition of Article XII, entitled "Exemption for Conversion of Certain Multiple Dwellings"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 13th day of August, 2012, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: _____ - 2012

OF

A LOCAL LAW ADDING ARTICLE XII ENTITLED
"EXEMPTION FOR CONVERSION OF CERTAIN MULTIPLE DWELLINGS"
TO CHAPTER 270 "TAXATION" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Adding Article XII entitled 'Exemption for Conversion of Certain Multiple Dwellings' to Chapter 270 of the Code of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to adopt a real property tax exemption from general municipal taxes in the City of Newburgh for owners of multiple dwelling buildings which are reconstructed, altered or converted to owner-occupied one-family or two-family residential buildings as authorized by Real Property Tax Law Section 421-k.

SECTION 3 - AMENDMENT

Chapter 270 entitled "Taxation" of the Code of the City of Newburgh is hereby amended by the addition of Article XII entitled "Exemption for Conversion of Certain Multiple Dwellings" to read as follows:

"ARTICLE XII

Exemption for Conversion of Certain Multiple Dwellings

§270-71. Purpose.

The City Council of the City of Newburgh encourages property owners of single and two-family residential dwelling to invest in improvements to one- and two-family buildings used solely

for residential purposes by providing an exemption from general municipal taxes pursuant to Section 421-K of the Real Property Tax Law of the State of New York.

§270-72. Definitions.

As used in this section, the following terms shall have the following meanings:

OWNER-OCCUPIED MULTIPLE DWELLING BUILDING - any building or structure designed and occupied as the temporary or permanent residence or home of two or more families, including the owner of such building.

§270-73. Exemption granted; amount.

Multiple dwelling buildings that are reconstructed, altered, improved and/or converted back to an owner-occupied single-family or any owner-occupied multiple dwelling that is reduced to at most two units by such reconstruction shall be exempt from taxation levied by the City of Newburgh on the increase in assessed value attributable to such conversion to the extent provided hereinafter pursuant to Section 421-k of the New York State Real Property Tax Law. The length of said exemption shall be eight years and shall be computed in accordance with the following table:

Year of Exemption	Percent of Exemption
1	100%
2	87.5%
3	75%
4	62.5%
5	50%
6	37.5%
7	25%
8	12.5%

§270-74. Exemption base and market value defined.

A. Such buildings within the City of Newburgh shall be exempt for a period of one year to the extent of one hundred (100%) per centum of the increase in assessed value thereof attributable to such reconstruction alteration or improvement and for an additional period of seven years, as shown in the table set forth in Section 270-73, subject to the following:

1. The extent of such exemption shall be decreased by twelve and one-half (12.5%) per centum of the "exemption base" each year during such additional period. The "exemption base" shall be the increase in assessed value as determined by the initial year of the term of the exemption, except as provided in subsection 2 of this section.

2. In any year in which a change in level of assessment of fifteen (15%) per centum or more is certified for a final assessment roll pursuant to the rules of the State Board, the exemption base shall be multiplied by a fraction, the numerator of which shall be the total assessed value of the parcel on the immediately preceding final assessment roll (after accounting for any physical or quantity changes to the parcel since the immediately preceding assessment roll), and the denominator which shall be the total assessed value of the parcel on the immediately preceding final assessment roll. The result shall be the new exemption base, notwithstanding the fact that the Assessor receives certification of the change in level of assessment after the completion, verification and filing of the final assessment roll. In the event the Assessor does not have custody of the roll when such certification is received, the Assessor shall certify the recomputed exemption to the local officers having custody and control of the roll, and such local officers are hereby directed and authorized to enter the recomputed exemption certified by the Assessor on the roll. The Assessor shall give written notice of such recomputed exemption to the property owner, who may, if he or she believes that the exemption was recomputed incorrectly, apply for a correction in the manner provided by Title 3 of Article 5 of the New York State Real Property Tax Law.
3. Such exemption shall be limited to \$100,000.00 in increased market value, but not less than \$10,000.00, of the property attributable to such reconstruction, alteration or improvement, and any increase in market value greater than such amount shall not be eligible for the exemption pursuant to this section. For the purposes of this section, the market value of the reconstruction, alteration or improvement shall be equal to the increased assessed value attributable to such reconstruction, alteration or improvement divided by the Class I ratio in a special assessing unit or the most recently established state equalization rate or special equalization rate in the remainder of the state, except where the state equalization rate or special equalization rate equals or exceeds ninety-five (95%) per centum in which case the increase in assessed value attributable to such reconstruction, alteration or improvement shall be deemed to equal the market value of such reconstruction, alteration or improvement.

§270-75. Exclusions from exemption.

A. No such exemption shall be granted for reconstruction, alterations or improvements unless:

1. Such reconstruction, alteration or improvement was commenced subsequent to the date on which this Local Law takes effect;
2. The value of such reconstruction, alteration or improvement exceeds five thousand (\$5,000.00) Dollars; and

3. The greater portion, as so determined by square footage, of the building reconstructed, altered or improved is at least five years old.

B. For purposes of this section, the terms “reconstruction,” “alteration” and “improvement” shall not include ordinary maintenance and repairs.

§270-76. Time to File Application.

A. Any exemption pursuant to this Article shall be granted only upon application by the property owner on a form prescribed by the State Board of the Office of Real Property Services. The application shall be filed with the Assessor of the City of Newburgh on or before the taxable status date of March 1 to be eligible for an exemption to be entered on the assessment roll prepared on the basis of said taxable status date.

B. If satisfied that the applicant is entitled to an exemption pursuant to this section, the assessor shall approve the application and such building shall thereafter be exempt from taxation and special ad valorem levies as provided in this article commencing with the assessment roll prepared on the basis of the taxable status date referred to in Section 270-76 of this article. The assessed value of any exemption granted pursuant to this article shall be entered by the assessor on the assessment roll with the taxable property, with the amount of the exemption shown in a separate column.

§270-77. Exemption discontinuance.

In the event that a building granted an exemption pursuant to this article ceases to be used primarily for residential purposes or title thereto is transferred to other than the heirs or distributees of the owner, the exemption granted pursuant to this section shall cease.

SECTION 4 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 5 - EFFECTIVE DATE

This Local Law shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law and shall apply to assessment rolls on the basis of taxable status dates occurring on and after January 1, 2013.

SECTION 6 - FILING

In addition to the Office of the New York State Secretary of State, copies of this Local Law shall be filed with the State Board of the Office of Real Property Services and the City of Newburgh Assessor.

RESOLUTION NO.: III - 2012

OF

JULY 16, 2012

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR AUGUST 13, 2012 TO HEAR PUBLIC COMMENT
REGARDING THE HOUSING AND COMMUNITY DEVELOPMENT
NEEDS OF THE CITY OF NEWBURGH IN ORDER TO ASSIST
IN THE PREPARATION OF ITS HOUSING AND COMMUNITY
DEVELOPMENT PLAN FOR FISCAL YEAR 2013

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments regarding the housing and community development needs of the City of Newburgh in order to assist in the preparation of its Housing and Community Development Plan for fiscal year 2013; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 13th day August 2012 in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York

RESOLUTION NO.: 112 - 2012

OF

JULY 16, 2012

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEWBURGH, NEW YORK SUPPORTING THE
CONSOLIDATED FUNDING APPLICATION OF IL STRATEGY GROUP INC.
A SISTER CORPORATION OF INDEPENDENT LIVING, INC.
FOR URBAN INITIATIVES PROGRAM FUNDING THROUGH
THE OFFICE OF COMMUNITY RENEWAL

WHEREAS, the purpose of the Urban Initiatives Program is to provide funding to New York communities for the restoration and improvement of housing, commercial areas and public facilities in urban neighborhoods; and

WHEREAS, Urban Initiatives Program funding will be awarded to organizations with a direct interest in improving the health, safety and economic viability of a distressed urban neighborhood; and

WHEREAS, IL Strategy Group, Inc., a sister-corporation of Independent Living, Inc. is requesting funding for the purpose of constructing a multi-story, mixed tenancy, fully accessible apartment building on the vacant parcel of land located at 11 Washington Terrace in Newburgh; and

WHEREAS, monies granted will be used to complete environmental assessments, soil testing, traffic and market studies, preliminary architectural drawings and other activities necessary to seek planning and zoning approvals; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the Consolidated Funding Application of IL Strategy Group, Inc., a sister-corporation of Independent Living, Inc. for Urban Initiatives Program funding through the Office of Community Renewal.

RESOLUTION NO.: 113 - 2012

OF

JULY 16, 2012

A RESOLUTION REJECTING ALL BIDS RECEIVED
IN CONNECTION WITH THE JOHNES STREET
BUILDING DEMOLITION PROJECT

WHEREAS, the City of Newburgh has duly advertised for bids in connection with the Johnes Street Building Demolition Project; and

WHEREAS, two (2) bids were received and opened; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that all bids received in connection with the Johnes Street Building Demolition Project be and are hereby rejected; and

BE IT FURTHER RESOLVED, that City staff is hereby authorized to take the necessary and appropriate measures to advertise the Johnes Street Building Demolition Project for re-bid.

RESOLUTION NO.: 114 - 2012

OF

JULY 16, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER ACCEPT
A GRANT FROM THE STATE OF NEW YORK DEPARTMENT OF
CRIMINAL JUSTICE SERVICES WITH NO CITY MATCH FOR THE OPERATION
IMPACT IX PROGRAM TO ENHANCE LAW ENFORCEMENT IN THE CITY OF
NEWBURGH TO ACHIEVE LONG-TERM CRIME REDUCTION AND AUTHORIZING
THE CITY MANAGER TO EXECUTE ANY DOCUMENTS AND TAKE SUCH ACTIONS
REQUIRED TO CARRY OUT SUCH PROGRAM

WHEREAS, the Orange County Operation Impact Partnership has been awarded a Grant in an amount not to exceed \$676,850.00 under the Operation IMPACT IX Program with \$340,650 as the City of Newburgh portion; and

WHEREAS, Operation IMPACT IX is part of a comprehensive strategy to reduce crime in New York State by enhancing law enforcement by enabling local police agencies to better analyze crime patterns and data, expand the scope of the positions of Crime Analyst and Field Intelligence Officer, expand focused enforcement on street level violence and burglary; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a Grant award, from the New York State Department of Criminal Justice Services under the Operation IMPACT IX Program, in an amount not to exceed \$340,650 with no City match required, to be used to carry out the program and implement the purposes set forth herein; and to execute all such further contracts and documentation, and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 115 - 2012

OF

JULY 16, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT
FROM THE HUDSON RIVER ESTUARY PROGRAM
2012 MINI-GRANTS PROGRAM, ROUND II, IN THE
AMOUNT OF \$5,000.00 FOR THE
SOUTH STREET PARK WATERFRONT REVITALIZATION PROJECT**

WHEREAS, the Waterfront Advisory Committee, in cooperation with the Shade Tree Commission, has requested that the City of Newburgh apply for funds from the Hudson River Estuary Program 2012 Mini-Grants Program, Round II, in connection with the South Street Park Waterfront Revitalization Project; and

WHEREAS, such funding request shall be in accordance with the provisions of the Request for Applications of the New York State Department of Environmental Conservation ("NYSDEC"); and

WHEREAS, such funding shall be in an amount not to exceed Five Thousand (\$5,000.00) Dollars, requiring a fifty percent (50%) match not to exceed Two Thousand Five Hundred (\$2,500.00) Dollars; and

WHEREAS, upon approval of such application the City shall be required to enter into a contract with the NYSDEC for such financial assistance; and

WHEREAS, this Council has determined that making such application and accepting such funds if awarded is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the Hudson River Estuary Program 2012 Mini-Grants Program, Round II, in the amount of \$5,000.00 for the South Street Park Waterfront Revitalization Project; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to enter into a contract with the New York State Department of Environmental Conservation, in a form subject to approval by the Corporation Counsel, to effectuate such financial assistance.

RESOLUTION NO.: 116 - 2012

OF

JULY 16, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH C & N AMUSEMENTS
FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT
THE CITY OF NEWBURGH INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh will hold its annual International Festival on Friday, August 31, 2012 through Monday, September 3, 2012, dates inclusive;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement, a copy of which is annexed hereto, and in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with C & N Amusements for services in connection with the City of Newburgh International waterfront Festival.

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation,

partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

ARTICLE 7. FAIR PRACTICES

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

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

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

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

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

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

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

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

ARTICLE 16. TERMINATION

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

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

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

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

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon

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

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

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

ARTICLE 17. GENERAL RELEASE

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

ARTICLE 18. SET-OFF RIGHTS

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

ARTICLE 24: CLOSE OUT & CLEAN UP

The parties agree that VENDOR shall make its best effort to remove all property and equipment from the site no later than the end of the day, September, 5, 2012. However, in the event of unforeseen delays or other circumstances beyond the control of the parties, VENDOR shall have until September 6, 2012 to remove all such property and equipment from the site.

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

THE CITY OF NEWBURGH

C & N AMUSEMENTS

BY: _____
RICHARD F. HERBEK,
CITY MANAGER

BY: _____
ROBERT RIVERA

DATE: _____

DATE: _____

APPROVED AS TO FORM

MICHELLE KELSON
Corporation Counsel

CHERYL A. GROSS,
City Comptroller

RESOLUTION NO.: 117 - 2012

OF

JULY 16, 2012

**A RESOLUTION APPOINTING STEVE RUELKE AND VIRGINIA DIORIO
TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION**

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

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

NOW, THEREFORE, BE IT RESOLVED, that the following persons be and are hereby confirmed and appointed to serve as Commissioners of the City of Newburgh Human Rights Commission for the term indicated:

1. Steve Ruelke, to serve a three-year term commencing on April 28, 2012 and expiring on April 27, 2015;
2. Virginia DiOrio, to serve a three-year term commencing on April 28, 2012 and expiring on April 27, 2015; and

BE IT FURTHER RESOLVED, that the following individuals be and are hereby re-appointed to the Board of Ethics for the term indicated:

1. Dr. Benilda Armstead-Jones, to serve a new three-year term commencing on April 28, 2011 and expiring on April 27, 2014;
2. Ramona L. Burton, to serve a new three-year term commencing on April 28, 2011 and expiring on April 27, 2014;

RESOLUTION NO.: 118 - 2012

OF

JULY 16, 2012

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF NEWBURGH APPROVING AN AGREEMENT
WITH THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY
AS A SUB-RECIPIENT OF FISCAL YEAR 2012
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the City of Newburgh Industrial Development Agency ("IDA") has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement; and

WHEREAS, the 2012 Community Development Block Grant program will fund the agreement from expense code 8686.0448.8000.2012;

WHEREAS, the City wishes to engage the Agency as sub-grantee to conduct the aforementioned program for the period of such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the annexed agreement between the City of Newburgh and the City of Newburgh Industrial Development Agency as a sub-grantee to receive funds under the Community Development Block Grant Program from the United States Department of Housing and Urban Development.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of July 2012

BY AND BETWEEN:

NAME: **City of Newburgh Industrial Development Agency "The Agency"**

ADDRESS: **83 Broadway, Newburgh NY 12550**

FEDERAL EMPLOYER ID #: _____

A public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as referred to as the 'SUB-GRANTEE', and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY",

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the Sub-grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement (**attachment I**); and

WHEREAS, City wishes to engage the Agency as sub-grantee to conduct the aforementioned program for the period of such agreement;

NOW, THEREFORE, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the Newburgh City Council has authorized the funding of the program and purpose as detailed in Attachment A, and the project budget not to exceed \$15,000.

NOW, THEREFORE, the City, and the Agency, as Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

Article I. SCOPE OF SERVICES

(1) The Agency, as Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Agency, as Sub-grantee's funding proposal and assures the City that the Agency, as Sub-grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said The Agency, as Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Agency, as Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

(3) The Agency, as Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Agency, as Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

(4) The Agency, as Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Agency, as Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the Executive Director of the City.

(5) The Agency, as Sub-grantee agrees to provide technical support to carry out this service as stated in Article I (4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. Payment by the CDBG Program

- (1) The services of The Agency, as Sub-grantee are to commence upon execution of this agreement and extend for a period ending one (1) year from the date thereof or as otherwise provided herein.
- (2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY

- (1) Upon request by the Agency, as Sub-grantee, the CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the Executive Director of the City.
- (2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

- (1) The Agency, as Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.
- (2) The Agency, as Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.
- (3) Certified yearly audits of the Agency, as Sub-grantee must be submitted to the City for review by the City's CPA. If the Agency, as Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

- (1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Agency, as Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be

incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed) Thirty Thousand DOLLARS as full payment for all services rendered by the Agency, as Sub-grantee during the period of this agreement. The adopted budget of the Agency, as Sub-grantee is annexed hereto as Attachment "3".

(3) The City may withhold any payment whenever the Agency, as Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

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

(a) For the first month and for each succeeding monthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the Executive Director of the City.

(c) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

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

(2) The Agency, as Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Agency, as Sub-grantee shall state that all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Agency, as Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

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

ARTICLE VIII. ASSIGNMENT BY THE AGENCY, AS SUB-GRANTEE

The Agency, as Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the Executive Director of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Agency, as Sub-grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Agency, as Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Agency, as Sub-grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Agency, as Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the Executive Director of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Agency, as Sub-grantee is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Agency, as Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

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

ARTICLE XII. FACILITIES AND PERSONNEL

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

ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

- (1) The Agency, as Sub-grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.
- (2) The Agency, as Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.
- (3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

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

- (1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect,

in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

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

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE XVII. CHANGES AND MODIFICATIONS

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

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

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

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

ARTICLE XIX. INDEMNIFICATION

(1) The Agency, as Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all

persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Agency, as Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Agency, as Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR New York STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Agency, as Sub-grantee, its agents and employees).

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

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

(A) The Agency, as Sub-grantee shall provide Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

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

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto. Notices of any nature referred to in this agreement shall be in writing by certified mail or delivery by hand, or sent by facsimile. Notices shall be effective on the date of receipt

To the City: City Manager
Executive Office
83 Broadway,
Newburgh, NY 12550

To the Agency: Executive Director
City of Newburgh IDA
83 Broadway,
Newburgh, NY 12550

With a copy to: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh NY 12550

With a copy to: Thomas Whyatt
Oxman Tulis Kirkpatrick Whyatt
120 Bloomingdale Road
Suite 100
White Plains, NY 10605

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

SUB-GRANTEE

WITNESS BY: _____

City of Newburgh Industrial Development Agency

By _____

Title _____

Date: _____

CITY OF NEWBURGH

WITNESS BY: _____

By _____
City Manager

Date _____

APPROVED AS TO FORM BY:

Corporation Counsel

APPROVED BY:

Comptroller

ATTACHMENT I

SCOPE OF SERVICES

Business Development

1. Create a database of businesses in the City by sector (NAICS). Identify clusters, important employers and make businesses aware of available assistance programs (website and direct mail).
1. Complete a small business SWOT Analysis including outreach to and with local businesses.
2. Prepare and Distribute a directory of small business programs available from local, CDBG, IDA, State and federal entities.
3. Develop a 2013 action plan of goals and objectives for review and adoption by City Council , CDBG Advisory group and IDA Board of Directors.
4. Create and City and IDA Business website which will house data and services and promote an online one stop shop (ie. website development).
5. Develop a formal intake form to assess individual business needs that come to the City for help.

Small Business Lending

1. Create a simplified application and agreement for small businesses so they can access the same privileges large businesses receive.
2. Assist local businesses access to CDBG and IDA resources.

Workforce Development Coordination

1. Identify workforce growth obstacles and opportunities; refer findings to Workforce Development Initiative and related resources.
2. Educate Businesses on workforce training and hiring incentive programs.

RESOLUTION NO.: 119 - 2012

OF

JULY 16, 2012

A RESOLUTION REALLOCATING A PORTION OF THE \$196,000.00 ECONOMIC DEVELOPMENT INITIATIVE GRANT FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR PLANNING AND DESIGN WORK IN THE NEWBURGH COMMUNITY LANDBANK TARGET AREA AND AUTHORIZING AN AGREEMENT WITH THE NEWBURGH COMMUNITY LANDBANK AS A SUB-RECIPIENT OF THE GRANT FUNDS

WHEREAS, by Resolution No. 45-2010 of March 8, 2010 the City of Newburgh accepted an Economic Development Initiative Grant, Federal Action Number B-08-SP-NY-0469 ("EDI Grant") in the amount of \$196,000.00 from the United States Department of Housing and Urban Development for planning and design efforts; and

WHEREAS, by Resolution No. 230-2010 of September 7, 2010, adopted on October 18, 2010, the City of Newburgh established a budget for the EDI Grant, which included \$86,000.00 for a Broadway Corridor study; and

WHEREAS, the Newburgh Community Land Bank submitted a proposal to reallocate \$86,000.00 of the EDI Grant funds for planning activities in the Newburgh Community Land Bank target area; and

WHEREAS, the City Council finds that reallocating the EDI grant funds is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council authorizes the reallocation of \$86,000.00 of the EDI Grant funds for planning activities in the Newburgh Community Land Bank target area; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute a sub-recipient grant agreement in substantially the same form as annexed hereto with other provisions as Counsel may require with the Newburgh Community Land Bank for the administration of the reallocated grant funds consistent with the planning activities set forth in the scope of work set forth in Schedule "A" of the agreement.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 20____

BY AND BETWEEN:

NAME: Newburgh Community Land Bank

ADDRESS: _____

FEDERAL EMPLOYER ID # _____

a Corporation established in accordance with the laws of the State of New York hereinafter referred to as the **VENDOR** and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY", and the City, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as "THE CITY".

ARTICLE I. SCOPE OF SERVICES

- (1) The Vendor shall establish and implement a program within the City of Newburgh as set forth in the Vendor's funding proposal and assures the City that the Vendor will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Vendor to execute their program. When required, it may request pertinent assistance from other agencies.
- (2) The Vendor will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.
- (3) The Vendor shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Vendor shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.
- (4) The Vendor agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Vendor on the date of this agreement and/or the introduction of a new service as set

forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the Executive Director of the City.

(5) The Vendor agrees to provide administrative support to carry out this service as stated in Article I(4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. TERMS OF CONTRACT

(1) The services of the Vendor are to commence upon execution of this agreement and extend for a period ending one **(18) months** from the date thereof, or as otherwise provided herein.

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE THE CITY

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

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

ARTICLE IV. PROGRAM DOCUMENTATION

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

(2) The Vendor hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.

(3) Certified yearly audits of the Vendor must be submitted to the City for review by the City's CPA. If the Vendor is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

(1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Vendor shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available

for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed) **\$86,000 DOLLARS** as full payment for all services rendered by the Vendor during the period of this agreement. The adopted budget of the Vendor is annexed hereto as Attachment "2".

(3) The City may withhold any payment whenever the Vendor fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a:

_____ monthly
____X____ quarterly
_____ semi-annual

basis, thereafter, for the term of this Agreement, the City shall pay, and the Vendor agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

(a) The sum of (**\$ 7,500** **DOLLARS** during the first month of the approved program as start up costs; and

(b) For each succeeding: _____ month
____X____ quarter
_____ semi-annual

period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the City Manager of the City.

(c) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

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

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

(3) The Vendor shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

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

ARTICLE VIII. ASSIGNMENT BY THE VENDOR

The Vendor represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the Executive Director of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Vendor shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Vendor, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Vendor agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Vendor shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the Executive Director of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Vendor is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Vendor shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Vendor in performing the services

set forth in the funding proposal and pursuant to this Agreement, are public documents. The Vendor hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Act of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

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

ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

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

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

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

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

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

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

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE XVII. CHANGES AND MODIFICATIONS

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

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

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

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

ARTICLE XIX. INDEMNIFICATION

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

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Vendor hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR NEW YORK STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Vendor, its agents and employees).

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

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

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

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

BODILY INJURY LIABILITY

Each Person
\$1,000,000

Each Occurrence
\$2,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

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

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

VENDOR

WITNESS BY:

By _____

Title _____

Date: _____

CITY OF NEWBURGH

WITNESS

By _____
City Manager

BY: _____

Date _____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Comptroller

ATTACHMENT I SCOPE OF WORK

Property Analysis: Identify which sites are appropriate for deconstruction, demolition, side lot, greening, rehab, zoning analysis, individual development v. assemblages, etc.

Plan for strategic development- Planning to assemble larger development parcels. Forecasting for future acquisitions to create marketable sites and planning to gather resources to acquire strategic sites that cannot be acquired via traditional in rem process. Multi-year planning-- commercial, residential, institutional, etc.

Marketing Study--to guide development, engage appropriate firm to determine types and scale of development that may be supported.

Design/Arch Plans for pilot project(s)--for many grant applications, necessary to prepare at least schematic architectural plans.

Grant Identification, Planning and Preparation: Review all possible grant sources, analyze which grants can be used to fund various project and strategies. Coordinate strategic planning with grants calendar and requirements. Coordinate available resources to ensure goals may be met and build connections between NCLB and resource centers. Build infrastructure for sustainability.

RESOLUTION NO.: 120 - 2012

OF

JULY 16, 2012

A RESOLUTION AUTHORIZING THE SALE
OF CITY OWNED PROPERTIES
THROUGH THE SEALED BID PROCESS

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by tax foreclosure *in rem*; and

WHEREAS, the City of Newburgh now desires to dispose of these properties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the properties on the list attached hereto as Schedule A are to be sold through a sealed bid process; and

BE IT FURTHER RESOLVED, the City Manager be and he hereby is directed to take all action necessary to implement this resolution.

SCHEDULE "A"

SECTION BLOCK LOT STREET NUMBER STREET

30	2	29	162	Broadway
30	4	21	13	Chambers Street
30	4	20.1	15	Chambers Street
10	2	26	288	Grand Street
10	2	27	296	Grand Street

RESOLUTION NO.: 121 - 2012

OF

JULY 16, 2012

A RESOLUTION AUTHORIZING A PUBLIC AUCTION
OF CITY OWNED PROPERTIES

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by tax foreclosure *in rem* and through other sources of title; and

WHEREAS, the City of Newburgh now desires to dispose of these properties; and

WHEREAS, upon the recommendation of City staff, this Council has determined that auctioning the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh; and

WHEREAS, the properties on the attached Schedule A are to be sold to the highest bidder and are subject to the final approval of each sale by this Council; and

WHEREAS, the City of Newburgh has determined that it is in the best interests of the City to retain a professional auction company to conduct the public auction of City owned properties; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the properties on the list attached hereto as Schedule A are to be sold at public auction to the highest bidder subject with the final approval of each sale by this Council; 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 an agreement, in a form subject to approval of Corporation Counsel with such other terms and conditions as the City Manager and Corporation Counsel may require, with Haroff Auction and Realty, Inc./Absolute Auctions & Realty, Inc. for services in connection with a public auction; and

BE IT FURTHER RESOLVED, the City Manager be and he hereby is directed to take all steps and execute any and all instruments and documents necessary to implement this resolution.

SCHEDULE "A"

SECTION	BLOCK	LOT	STREET NUMBER	STREET
34	3	9	359	Ann Street
23	7	4	61	Campbell Street
45	8	10	87	Carson Avenue
22	2	26	34	Carter Street
22	1	37	96	Carter Street
29	5	27	22	City Terrace
22	6	34	304	First Street
21	2	15	360	First Street
13	5	22	54	Fowler Avenue
12	1	16	330	Liberty Street
10	1	31	374	Liberty Street
25	5	21	13	Locust Street
25	1	52	88	Maple Street
7	7	18	255	Powell Avenue
45	2	2	163	S. William Street
19	1	5	81	South Street
11	3	21	162	South Street
14	3	9.1	545	South Street
38	2	51	144	W. Parmenter Street
38	1	15	190	W. Parmenter Street
35	3	14	16	William Street
38	2	36	50	William Street
39	2	23	79	William Street
39	2	21	85	William Street
39	2	20	87	William Street
44	3	17	122	William Street
13	5	10	135	Wisner Avenue

RESOLUTION NO.: 122 - 2012

OF

JULY 16, 2012

**A RESOLUTION AUTHORIZING A PUBLIC AUCTION
OF CITY OWNED PROPERTIES**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by means other than *in rem* tax foreclosure proceedings; and

WHEREAS, the City of Newburgh now desires to dispose of these properties; and

WHEREAS, upon the recommendation of City staff, this Council has determined that auctioning the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh; and

WHEREAS, the properties on the attached Schedule A are to be sold to the highest bidder and are subject to the final approval of each sale by this Council; and

WHEREAS, the City of Newburgh has determined that it is in the best interests of the City to retain a professional auction company to conduct the public auction of City owned properties; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the properties on the list attached hereto as Schedule A are to be sold at public auction to the highest bidder subject with the final approval of each sale by this Council; 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 an agreement, in a form subject to approval of Corporation Counsel with such other terms and conditions as the City Manager and Corporation Counsel may require, with Haroff Auction and Realty, Inc./Absolute Auctions & Realty, Inc. for services in connection with a public auction; and

BE IT FURTHER RESOLVED, the City Manager be and he hereby is directed to take all steps and execute any and all instruments and documents necessary to implement this resolution.

SCHEDULE "A"

SECTION BLOCK LOT STREET NUMBER STREET

29	4	16	33	City Terrace
22	1	17	251	Third Street

RESOLUTION NO.: 123 - 2012

OF

JULY 16, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH ERIN COUSINS TO COMPLETE THE
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING STANDARDS AS REQUIRED BY
THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, the City of Newburgh is a municipal corporation duly created and chartered under the laws of the State of New York; and

WHEREAS, the Analysis of Impediments to Fair Housing (AI) is an assessment required by the United States Department of Housing and Urban Development to provide local government, grantees, housing developers and non-profits with the tools to affirmatively further fair housing; and

WHEREAS, the Department of Housing and Urban Development is committed to eliminating racial and ethical segregation, illegal physical and other barriers to persons with disabilities and other discriminatory practices in housing; and

WHEREAS, Erin Cousins has completed the first two phases of the analysis, community outreach and statistical analysis, as an intern, and will complete the policy analysis and authoring the documentation by January 1, 2013; and

WHEREAS, City of Newburgh completed the AI in 2006 and is required to make updates to that document; and

WHEREAS, this Council has reviewed such agreement annexed hereto and made a part hereof, and has determined that entering into such agreement is in the best interests of the City of Newburgh; and

WHEREAS, the 2012 Community Development Block Grant program will fund the agreement from expense code 8686.0448.8100.2012 in the amount not to exceed \$7,000;

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 an agreement with Erin Cousins to complete the 2012 Analysis of Fair Housing.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 20____

BY AND BETWEEN:

Erin Cousins
Cornwall NY

hereinafter referred to as the 'VENDOR', and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY", and the City, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as "THE CITY".

ARTICLE I. SCOPE OF SERVICES

- (1) The Vendor shall establish and implement a program within the City of Newburgh as set forth in the Vendor's funding proposal and assures the City that the Vendor will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Vendor to execute their program. When required, it may request pertinent assistance from other agencies.
- (2) The Vendor agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Vendor on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the Executive Director of the City.
- (3) The Vendor agrees to provide administrative support to carry out this service as stated in Article I(4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. TERMS OF CONTRACT

- (1) The services of the Vendor are to commence upon execution of this agreement and extend for a period ending one (1) year from the date thereof, or as otherwise provided herein.
- (2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other

reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE THE CITY

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

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

ARTICLE IV. PROGRAM DOCUMENTATION

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

(2) The Vendor hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.

(3) Certified yearly audits of the Vendor must be submitted to the City for review by the City's CPA. If the Vendor is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

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

(2) Total payment under this Contract shall not exceed) \$7,000 DOLLARS as full payment for all services rendered by the Vendor during the period of this agreement. The adopted budget of the Vendor is annexed hereto as Attachment "2".

(3) The City may withhold any payment whenever the Vendor fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(a) \$1,000.00 on the date of the execution of the contract to commence work, \$2,500.00 on the submission of the first draft no more than 12 weeks following the commencement of the contract, and \$3,500.00 upon submission of the final draft no more than 18 weeks from the commencement of the contract.

(b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

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

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

(3) The Vendor shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

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

ARTICLE VIII. ASSIGNMENT BY THE VENDOR

The Vendor represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the Executive Director of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Vendor shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Vendor, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The

Vendor agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Vendor shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the Executive Director of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Vendor is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Vendor shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

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

ARTICLE XII. FACILITIES AND PERSONNEL

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

**ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS,
EMPLOYEES, AGENTS AND SUBCONTRACTORS**

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

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

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

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

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

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

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, at any time by written notice to and with the written agreement of the Vendor, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Vendor or in the time required for their performance, an equitable adjustment shall be made in the provisions of this

Agreement for payments to the Vendor or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

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

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

ARTICLE XIX. INDEMNIFICATION

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

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Vendor hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR NEW YORK STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Vendor, its agents and employees).

ARTICLE XX. MODIFICATION

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

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

VENDOR

WITNESS:

By _____

Title _____

Date: _____

By: _____

CITY OF NEWBURGH

WITNESS

By _____
City Manager

Date _____

BY: _____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Comptroller

APPENDIX I. Scope of Work : *Analysis of Impediments to Fair Housing Choice*

Objective	Tasks	Outcome
-Review data collected -Wrap up outreach campaign	-Meet with CVH staff to discuss surveys and public meetings. -Identify holes in data	-Status report on outreach campaign, action plan for public meeting to discuss the findings of the Analysis
I. Introduction and Executive Summary of Analysis		A. Who conducted B. Participants C. Methodology Used D. How Funded
II. Jurisdictional Background Data	-Update statistics with most current Census data	A. Demographic Data (snapshot) B. Income Data
II. Jurisdictional Background Data	-Analyze demographic trends and patterns	C. Employment Data D. Housing Profile E. Maps F. Other Relevant Data
III. Evaluation of Jurisdiction's Current Fair Housing Status	- Determine if there have been any housing discrimination suits filed since the last Analysis of Impediments Report. -Evaluate the housing discrimination complaint process for impediments.	A. Fair housing complaints or compliance Reviews Discrimination findings B. Fair housing discrimination suit filed by the department of Justice or private plaintiffs C. Reasons for any trends D. Discussion of other fair housing concerns or problems (regional patterns)
IV. Identification of Impediments to Fair Housing Choice	-Speak with housing practitioners, City staff, and residents about the success of Neighborhood revitalization programs, and other public sector housing services.	A. Public sector: Zoning and Site selection, Neighborhood Revitalization, Municipal and Other Services, PHA and Other Assistance/Insured Housing Provider Tenant Selection Procedures; Housing Choices for Certificates and Voucher Holders
IV. Identification of Impediments to Fair Housing Choice	-Analyze local lending institutions lending practices and policies looking for predatory lending or discrimination	B. Private Sector: Lending policies and practices
IV. Identification of Impediments to Fair Housing Choice	-Review of municipal enforcement of building code violations and programs to address problems such as vacancy and abandonment.	C. Private and public sector: Fair Housing Enforcement, Informational programs
V. Assessment of Current Public and Private housing programs and activities in the Jurisdiction	-How do current programs respond to housing issues highlighted through the outreach campaign?	
Conclusions	-Determine what impediments to fair housing in the City of Newburgh (if any) can be addressed by the City.	
Recommendations	-Develop a list of steps to address any Impediments identified.	Conclusions and recommendations will be discussed in a public meeting organized to share findings of the report.
Appendices		Maps, Sources, Details regarding outreach campaign, TBD

RESOLUTION NO.: 124 - 2012

OF

JULY 16, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A MASTER SERVICES AGREEMENT BETWEEN THE CITY OF
NEWBURGH AND C.T. MALE ASSOCIATES, PC FOR DAM RELATED ENGINEERING
SERVICES**

WHEREAS, the City of Newburgh through a competitive process in which proposals for professional services were solicited, reviewed and evaluated to provide dam related Engineering Services for ongoing dam inspection analysis and repairs; and

WHEREAS, the City has received a proposal from CT Male Associates, P.C. which has been identified as the most qualified firm to provide said services;

WHEREAS, such professional services are funded under General Fund or applicable Enterprise Fund on a project specific basis and the length of the contract shall be for one (1) year with an option to extend the term of service for up to two (2) additional years for a maximum of three (3) years; and

WHEREAS, the scope of work and budget for individual work elements will be subject to further approved by the City Council;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into a master services agreement with C.T. Male Associates, P.C. for dam related Engineering Services.

ORDINANCE NO.: 5 - 2012

OF

JULY 16, 2012

AN ORDINANCE AMENDING CHAPTER 223
OF THE CODE OF ORDINANCES
ENTITLED "PEDDLERS, VENDORS AND SOLICITORS"

BE IT ORDAINED, by the Council of the City of Newburgh, New York that:

Section 1. Chapter 223 of the City Code of Ordinances entitled "Vendors, Peddlers and Solicitors" be and is hereby amended as follows:

§ 223-11. Use of public space, streets and certain property.

- A. No vendor or peddler shall have any exclusive right to any location in the public streets, nor shall one be permitted a specified stationary location, nor shall he be permitted to operate in any congested area where his operations reasonably would or might impede or inconvenience the public or cause congestion or public disorder or block or impede the free flow of pedestrian or vehicular traffic. For the purpose of this chapter, the judgment of a police officer or other City officer or official charged with the duty or possessing the authority to enforce the City Code and any applicable laws, rules or regulations, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public is impeded or inconvenienced or the use made by the vendor or peddler is contrary to the provisions hereof. Such officer or official shall have the authority to compel any vendor(s) or peddler(s) to move to a different location in order to relieve congestion or otherwise resolve any disputes and restore calm and order at any public location.
- B. No vendor or peddler shall engage in any vending business on any sidewalk unless such sidewalk has at least an eight-foot-wide clear pedestrian path to be measured from the boundary of any private property to any obstructions in or on the sidewalk or, if there are no obstructions, to the curb. In no event shall any pushcart or stand be placed on any part of a sidewalk other than that which abuts the curb.
- C. No vendor or peddler shall occupy more than 10 linear feet of public space parallel to the curb in the operation of a vending business and, in addition, no vendor or peddler operating any

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

vending business on any sidewalk shall occupy more than four linear feet to be measured from the curb toward the property line.

- D. No vending vehicle, pushcart, stand, goods or any other item related to the operation of a vending business shall touch, lean against or be affixed permanently or temporarily to any building or structure, including but not limited to lampposts, parking meters, mailboxes, traffic signal stanchions, fire hydrants, tree boxes, benches, bus shelters, refuse baskets or traffic barriers.
- E. A vendor or peddler shall not place a vehicle, pushcart or stand, or conduct a general vending business, at a location in the roadway where stopping, standing or parking is prohibited or during a time period when stopping, standing or parking is restricted.
- F. A vendor or peddler shall not place a vehicle, pushcart or stand, or conduct a general vending business, in the roadway in a metered parking space unless such vendor has complied with the coin requirements of such meter. A vendor or peddler shall not remain in a metered parking space for a period of time in excess of the maximum time permitted at such space. A vendor or peddler shall not allow any vehicle, stand, platform or other device used to display or carry wares, food, merchandise or other products for sale to extend beyond the delineated limits of such parking space.
- G. A vendor or peddler shall not place a vehicle, pushcart or stand or conduct a general vending business in the roadway within 15 feet of a fire hydrant or within a safety zone.
- H. No vending pushcart, stand or goods shall be located against display windows of fixed location businesses, nor shall they be within 20 feet from an entranceway to any building, store, theater, movie house, sports arena or other place of public assembly.
- I. No vendor or peddler shall vend within any bus stop or taxi stand, or on the sidewalk immediately adjacent thereto, or within 10 feet of a crosswalk at any intersection or within 10 feet of any driveway.
- J. Each vendor or peddler vending from a pushcart or stand in a street or roadway shall obey all traffic and parking laws, rules and regulations as now exist or as may be promulgated, but in no case shall a vendor or peddler vend so as to restrict the continued maintenance of a clear passageway for vehicles.
- K. Unless otherwise allowed by law, rule, regulation or permit, no vendor shall operate within 20 feet of any other vendor whose location can be determined to have been previously and continuously established.

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L. Where exigent circumstances exist and a police officer, or other officer or employee of any City agency authorized to enforce this chapter, gives notice to a vendor or peddler to temporarily move from any location such vendor or peddler shall not vend from such location.

(1) For the purposes of this subsection, "exigent circumstances" shall include, but not be limited to, unusually heavy pedestrian or vehicular traffic, existence of any obstructions in the public space, an accident, fire or other emergency situation, a parade, demonstration or other such event or occurrence at or near such location.

(2) When a vendor or peddler has received notice to temporarily move from any location where exigent circumstances exist, such vendor or peddler shall immediately stop all vending business and, within one minute, begin to and as quickly as possible move his goods, vehicle, pushcart or stand from the entire area in which the exigent circumstances exist as determined and stated by a police officer or other authorized person giving such notice to move. A vendor or peddler shall not return to the area of the exigent circumstances while such condition continues to exist. In the absence of a statement to the contrary by an authorized person, it shall be presumed that the exigent circumstances will continue to exist in such area for a period of two hours from the time notice to move was given to the vendor or peddler.

M. No vendor or peddler licensed under this chapter shall leave any items, wares, goods, merchandise, vehicles, pushcart(s), stand(s), platform(s), boxes, bales, containers, trash or other equipment or material on any City or other public property or on private property without the permission of the owner thereof overnight, but must remove same to a private secured location at close of business.

N. No vendor or peddler shall trespass upon private property where the owner or proprietor thereof shall have prohibited such activity thereon.

~~O. No vendor or peddler shall vend, sell or give away any product or merchandise within a radius of 1,000 feet of any business, store or permanent building or facility where the same category or type of product or merchandise is offered for sale.~~

Section 2. This Ordinance shall take effect immediately.

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