A regular meeting of the City Council of the City of Newburgh was held on Monday, December 9, 2013 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Rev. David Mason with Union Presbyterian Church followed by the Pledge of Allegiance.

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

MOMENT OF SILENCE

Mayor Kennedy asked for a Moment of Silence for the passing of Nelson Mandela who was a great man and leader. He brought a Country together and ended Apartheid in South Africa without a fight. She holds him in the highest esteem and said that in each of our hearts we should ask how we can emulate him on the Council, on the streets and everywhere we go because we need these kinds of Heroes.

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the November 25, 2013 Council meeting be approved.

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

CARRIED

PRESENTATIONS

The City Council presented a Certificate of Recognition to Elder Eula Turner-Brock of New Beginners Church, in honor of her 20th Pastoral Anniversary.

PUBLIC HEARING

Mayor Kennedy called a public hearing that was advertised for this meeting to receive comments concerning the renewal of the Franchise Agreement between the City of Newburgh and Time Warner Cable.

Janet Gianopoulos, City of Newburgh, said that the cable television rates are extremely high and it is very difficult for people here in the City of Newburgh to come up with the money to pay for just basic cable, Internet and telephone. She is wondering if there is anything that we can do to make Time Warner Cable more accessible.

Brenda McPhail, City of Newburgh, said that when Time Warner Cable first started out they offered a Triple Play Package for one price but that price keeps going up. She thinks that we need to explore because Time Warner Cable used to be good but they are in the process of renovating their building and the people who live here and work for them now have to travel to Middletown and other areas.

Kippy Boyle, Grand Street, said that she read a standard franchise agreement of theirs for the Town of Newburgh and is wondering if we have negotiated for more hook ups at certain locations to get more benefits to the City. She doesn't believe that they will lower their prices but maybe we could get some more hook ups in our public buildings.

There being no further comments, the public hearing was closed.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Janet Gianopoulos, City of Newburgh, said in regard to item number four that they haven't seen the Minutes yet but they have heard the Officials say for the past few months that there will be no tax increase. The record shows, however, that they are imposing a tax increase of 7% so she asked the Council to please explain.

Interim City Manager, James Slaughter, said that the basic reality is that they did not raise taxes; however, if your assessment rate goes up in terms of the value of your home then your taxes are going to increase. If your assessment rate went down then you will not receive an increase in taxes.

John Aber, City Comptroller, said to use an example that they looked at one property in particular and in 2013 the assessed value on this house was $132,700.00. The Homestead rate in 2013 was $7.84 which calculated to a tax base of $2,367.00. In 2014, that same house with a decreased assessed value of $119,400.00, which is a ten percent decrease, and the Homestead rate is increased to $18.47 then the 2014 city tax on that house will be $2,205.69 which is a decrease of $162.07. On the flip side, if that same house had an increase of value by ten percent; from $132,000.00 to $146,000.00 and the Homestead rate remains the same at $18.47 then the taxes would be $2,697.00 which is roughly $329.00 higher than the 2013 rate, however, the assessed value has gone up. The thing to keep in mind is that the tax base for 2014 remained exactly the same as 2013.

Interim City Manager, James Slaughter, added that as assessed values go up then the market value for homes will rise too which is the key to turning the City around. We have to take all of our properties and raise the assessed value which will increase our market value long term.

Janet Gianopoulos said that if her assessed value is the same and did not change then her taxes should not go up. She questions that the rate per assessed value has risen 7% according the rates that were passed at the last meeting and yet the Council stated that there would be no increases.

Kippy Boyle, Grand Street, asked about resolution #255-13 for a new City Council table. She asked what the price is and there was a mention of screens in the room so she would like to know what the aesthetics are going to be because it is such an important beautiful room. In regard to resolution #258-13 for the Mid-Broadway site PILOT, at the Work Session they came up with a figure that was very low and the Comptroller re-calculated them but in the attachment on the Agenda it refers to twenty-five cents per square foot for

the commercial property and it doesn't talk about the apartments at all. She would like to know what the actual taxes are going to be and it says that there will be a two percent annual increase beginning in the second year. Why not put in the agreement that year one will equal this much, year two this much and so on for every single year so that it is clear to anyone reading it what the taxes are for that particular year.

Brenda McPhail, City of Newburgh, asked for clarification on resolution numbers 249-13, 251-13 and 252-13. In regard to resolution #257-13, she wants to know what the status is on the Mid-Broadway site. She has heard that phone calls are being made to try to stop this project from happening. She agrees with what the City Manager said in regard to taxes because we need revenue. The City looks like a dumping ground because the revenue hasn't been going where it's supposed to. Broadway is our main street and there is nothing about it to encourage any businesses to come here. We need to do something about this. In regard to the taxes, the reason why they go up and down is because there are too many abandoned buildings. They need to look for the people these buildings were sold to and are not getting any revenue from.

Pastor Brock, City of Newburgh asked if the City Inspectors ever go on Gidney Avenue because it used to be a nice area but now it looks like a garbage dump. She can't believe that no one from the City has been to that area to see how awful it has become. Years ago we had good Inspectors so she wonders what is going on with our current Inspectors that they don't see this.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

There were no comments.

RESOLUTION NO.: 248 - 2013
OF
DECEMBER 9, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR, ACCEPT IF AWARDED AND ENTER INTO AN INTER-MUNICIPAL AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN CONNECTION WITH THE 2013 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

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

WHEREAS, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2013 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

WHEREAS, the County has agreed to set aside $21,000.00 from the 2013 Local JAG Award for the City of Newburgh to be used to focus additional police presence in high crime areas of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into an inter-municipal agreement between the County of Orange and the City of Newburgh in connection with the 2013 Byrne Memorial JAG Program Award to receive funds through the County of Orange under the terms of the grant program and under the terms and conditions of the agreement, a copy of which is attached hereto, for various important law enforcement functions for the City of Newburgh and other local law enforcement agencies.

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

348-13

Justice Administration Grant Application Number 2013-H4572-NY-DJ

STATE OF NEW YORK
COUNTY OF ORANGE

INTER-LOCAL AGREEMENT
BETWEEN THE COUNTY OF ORANGE AND CITY OF NEWBURGH, NY

2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF ORANGE, which is authorized to execute this Inter-local Agreement by virtue of authority granted pursuant to the Orange County Charter, more specifically Section 3.02(m) thereof, to be administered by and through the Orange County Office of Emergency Services, hereinafter referred to as COUNTY, and the CITY OF NEWBURGH, acting by and through its governing body, the NEWBURGH CITY COUNCIL, hereinafter referred to as CITY, both of ORANGE COUNTY and in the STATE OF NEW YORK, witnesseth:

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

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

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

WHEREAS, the CITY agrees that the COUNTY will receive the full amount of the disparate aware to the County of $54,828 and will administrator the FY 2013 JAG recovery award and that further, the County will act as the fiscal agent for said funds; and

WHEREAS, funds obtained from the 2013 JAG Award will be shared by the County of Orange and the municipalities of the City of Newburgh and the City of Middletown.

WHEREAS, the County will receive the 2013 JAG funding in the amount of $56,098 and act as the fiscal agent and will obtain grant funds and distribute same to the participating municipalities for their individual projects in the agreed allocation amounts.

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

The City of Newburgh will receive $21,000 from the FY 2013 JAG award to be used to focus additional police presence in high crime areas of the city;
The City of Middletown will receive $6,500 to provide for additional police presence in high crime areas of the city;
The County will receive $27,328 toward the operation cost of maintaining a County Law Enforcement vehicle locator dispatching system for police and for grant administration.

WHEREAS, the CITY and COUNTY believe it to be in the best interests to allocate the FY 2013 JAG funds accordingly.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

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

Section 2.

CITY acknowledges that the COUNTY will receive the total amount of JAG funds.
Section 3

COUNTY agrees to set aside $21,000 for the CITY's portion of the project funding

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

CITY OF NEWBURGH

_____

Mayor

_____

Notary Public

Sworn to before me this _____ day of 2013

COUNTY OF ORANGE

_____

EDWARD A. DIANA
County Executive

_____

Notary Public

Sworn to before me this _____ day of 2013

RESOLUTION NO.: 249 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JaRa CONSULTING FOR PROFESSIONAL SERVICES WITH RESPECT TO PROVIDING CULTURAL DIVERSITY TRAINING TO CITY EMPLOYEES FOR A FEE OF TWO THOUSAND EIGHT HUNDRED DOLLARS

WHEREAS, the City of Newburgh provides a variety of training to its employees and is providing workshops focused on diversity and inclusion for all employees on December 16, 18 and 20, 2013; and

WHEREAS, the City staff has solicited for proposals from professional organizations to provide diversity and inclusion training and has recommended JaRa Consulting as the preferred provider; and

WHEREAS, JaRa Consulting has submitted a proposal for conducting the diversity and inclusion workshops at a cost of Two Thousand Eight Hundred ($2,800.00) Dollars and such proposal is annexed hereto; and

WHEREAS, this Council finds that accepting the proposal of JaRa Consulting is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into an agreement with JaRa Consulting to conduct diversity and inclusion workshops for City employees in accordance with the terms in the proposal and with other terms and conditions as Corporation Counsel may require at a cost of Two Thousand Eight Hundred ($2,800.00) Dollars.

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

249.13

PROPOSAL FOR
CITY OF NEWBURGH, NY

Facilitation of Introductory Diversity & Inclusion WORKSHOPS

SUMMARY

The City of Newburgh NY desires to secure the services of JaRa Consulting (James B. Childs, Owner) to help plan and facilitate workshop focused on diversity & inclusion for employees.

SCOPE OF WORK

Facilitate FIVE (5) half-day workshops each involving an introduction into the importance of understanding diversity and the process of building skills of inclusion to live peacefully and work productively in a diverse environment.

SAMPLE OF ABSTRACTS FOR TRAINING OFFERINGS

JaRa Consulting is a firm that aims to partner with organizations to explore how diversity is viewed and handled by the people who live and work within their specific community. We aim to find out how seeking, having and leveraging diversity in a way that is truly inclusive of all people, despite and even because of their differences, will help the organization to reach their goals and to satisfy their mission. We desire collaboration to provide organizational & cultural change allowing everyone to be comfortable, to contribute and to thrive.

We specialize in assisting organizations in the creation of customized plans and processes to address issues of diversity and inclusion. By quantitative and qualitative assessment followed by continued and heightened awareness, organizations can make application of the concepts learned and realize greater engagement by all people in an increasingly inclusive environment.

Diversity & Bias Awareness ABSTRACT

FORMAT: small/medium groups, half-day, full day, 60-120 minute workshops

FULL DAY Version Titles:

Part 1 = *"Diversity & Bias Awareness... Why Difference Matters"*

Part 2 = *"Moving from Diversity Awareness to Diverse Applications"*

Through interactive exercises and group discussion, this workshop on bias awareness and diversity will begin the introspective process of looking at the effects of bias on our daily interactions with "other people." We will explore the derivation of bias as well as how our self-identification, identification others, the impact on interpersonal relationships, our ability to interact with others who we consider to be different.

Creating Inclusion Relative to Diversity

FORMAT: small/medium groups, full day, half-day, 60-120 minute workshops
TITLE: *"Diversity Is... But It's Not Enough"*

By expanding the definition of "diversity" we can realize that diversity is a fact of life. Awareness of the diversity that exists in any population allows us to move beyond this foundational fact to begin to create "inclusion." Creating and changing environments that will allow each individual, in spite of their differences, to feel valued, appreciated and part of the community is the goal of inclusion. Thought- provoking, interactive group and individual exercises will allow us to move beyond definitions and specifically identify the behaviors that create an inclusive workplace.

SCHEDULE OF PERFORMANCE

1) Two (2) half-day workshops (beginning 8am & 1pm)	Monday, December 16, 2013
2) Two (2) half-day workshops (beginning 8am & 1pm)	Wednesday, December 18, 2013
3) One (1) half day workshop (beginning 8am)	Friday, December 20, 2013

TERMS AND CONDITIONS

Development and customization of material, planning, preparation, implementation, and facilitation of employee D&I workshops. $ 2,800.00**

** JaRa Consulting normally bills at a minimum rate of $1,450/day and $800/half day per consultant, based on a 6-8 hour day. For purposes of this contract, the rate* is inclusive of preparation and development time, as well as travel. All other reasonable expenses related to delivery of service should be assumed by the client (City of Newburgh). (*NOTE: *This rate is limited to the scope of work described above and is not necessarily indicative of future terms*)

Responsibilities: James B. Childs will facilitate session.

Payment Terms: Fixed Fee Rate of $ 2,800

Work performed will be invoiced upon completion of the deliverable as proposed in the "Scope of Work" section. All invoices are net cash in US dollars, and are due and payable upon receipt of each invoice. Due to special rate, JaRa Consulting, LLC requests payment be made at the end of the third calendar day of training (i.e. 12 o'clock noon on Friday, 12/20/13)

Invoices will be submitted prior to the commencement of the initial workshop in accordance with the turnaround time needed for the City of Newburgh Accounts Payable department to fulfill requested payment schedule (above). Invoices will be in JaRa Consulting standard invoice format, which both summarizes and details all labor and expenses associated with the project. Because the invoice shows a detailed daily breakdown, by consultant, of all time and expenses, no actual documentation (time sheets or expense receipts) will be provided. Customary and reasonable expenses will be charged at actual costs.

Scheduling: JaRa Consulting makes all reasonable efforts to ensure that activities take place as scheduled. Please communicate any changes in schedule to JaRa Consulting as far in advance as possible. If you have to cancel or reschedule a date that has been confirmed, the following guidelines will apply:

In the event of inclement weather, which prevents our consultants from traveling to you, or you from traveling to us, JaRa Consulting will not bill you under the following conditions:

- JaRa Consulting was unable to reach Client site due to canceled flights or closed roads;
- You notify JaRa Consulting consultants of a cancellation due to bad weather prior to their departure for Client site.

Confidentiality: In connection with the proposed work, Client may disclose to JaRa Consulting proprietary information relating to their business and technology. JaRa Consulting shall not (without the written approval of Client) use or disclose to others, any such information, except that which is: a) public knowledge; b) already in the possession of JaRa Consulting, as shown by written records dated prior to the disclosure; or c) subsequently disclosed to JaRa Consulting by a third party not under obligation to Client to retain the information in confidence. Should Client desire, all proprietary materials obtained by JaRa Consulting from Client will be returned at the end of the agreement.

Limitation of Liability: JaRa Consulting will provide professional advice, consultation and services to Client in accordance with generally accepted professional standards as applied to similar projects performed under similar conditions prevailing in the community at the time such advice, and consultation or services are rendered. No other warranty or guarantee is provided under this agreement. JaRa Consulting's total liability to Client for any loss or damages from claims arising out of or in connection with this Agreement shall not exceed the aggregate fees paid to JaRa Consulting under this Agreement.

Termination: Either party can terminate this agreement with thirty (30) days written notice to the other party. At the time of termination, JaRa Consulting will be compensated for any work already performed.

Satisfaction Guarantee:
JaRa Consulting will waive payment for any portion of services for which the Client was not satisfied. To invoke this guarantee, Client must inform James B. Childs, President, within 48 hours of the consulting day in which service was unsatisfactory. JaRa Consulting will work to cure any problems prior to continuing service.

Non-interference: Client agrees not to interfere with JaRa Consulting's staff and not to seek to employ its consultants and trainers for one year after the termination of this agreement. In recognition of the harm that would result to JaRa Consulting, Client agrees that JaRa Consulting is entitled to seek injunctive relief from any court of competent jurisdiction to enforce this provision and Client agrees to reimburse JaRa Consulting for its costs in having to enforce this portion of this Agreement.

Please indicate your acceptance of the scope and terms of this agreement by returning one (1) signed and dated copy.

Respectfully submitted,

JARA CONSULTING, LLC

_____ _____

James B. Childs, President Date

AGREED AND ACCEPTED BY:

CITY OF NEWBURGH, NY

_____ _____

Date

RESOLUTION NO.: 250 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH NY COMMUNICATIONS CO. FOR THE INSTALLATION OF LIGHTING PACKAGES FOR THE NEW POLICE VEHICLES FOR THE BID AMOUNT OF $39,970.00

WHEREAS, the City of Newburgh has duly advertised for bids for the installation of lighting packages for the new Police vehicles; and

WHEREAS, bids have been duly received and opened and NY Communications Co. (NYCOMCO) is the low bidder; and

WHEREAS, funding for such project shall be derived from the 2013 BAN;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the installation of the lighting packages for the new Police vehicles be and it hereby is awarded to NY Communications Co. Inc. for the bid amount of $39,970.00, and that the Interim City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

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.: 251 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION ADOPTING THE CITY OF NEWBURGH PROCUREMENT POLICY AND PROCEDURE

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Procurement Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect on January 1, 2014.

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

PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for the procurement of goods and services for the City of Newburgh. It is the City's goal to purchase competitively, without prejudice or favoritism and to seek the maximum value for monies expended. The policy is written to ensure compliance with all County, State and Federal procurement rules and regulations.

II GENERAL

The Office of the Comptroller will be responsible for ensuring compliance with this memorandum.

III BASELINE CRITERIA FOR COMPETITIVE BIDS

General Municipal Law requires that purchase contracts for supplies/materials, equipment and services involving an estimated annual expenditure exceeding $20,000 and public work contracts exceeding $35,000 be awarded after a formal competitive bid process. The competitive bid process will be conducted by the Office of the Comptroller. Detailed below are the steps for conducting a competitive bid:

A. Requesting Department will submit a detail specification of the services required or materials needed to the Office of the Comptroller.

B. The Office of the Comptroller will review the specifications and prepare a formal RFP (Request for Proposal) or a Small Procurement. The RFP or Small Procurement will be advertised in the City's 3 official newspapers and posted on the Empire State Purchasing Group Website (BidNet).

C. RFP's and Small Procurements will remain open for a minimum of 15 days.

D. For RFP's vendors must deliver their proposals in sealed packages to the Office of the Comptroller within the timeframe allotted under the RFP. Packages submitted after the prescribed timeframe will not be accepted.

E. The Office of the Comptroller will conduct a bid opening after the allotted RFP timeframe. The bid opening will be open to all vendors and the public.

F. Three representatives from the City of Newburgh will be required to attend the bid opening. The City employees will consist of: a representative from the Department requesting the material/service, a

witness from the Office of the Comptroller to verify the opening was conducted fairly, and a secretary to record the bids.

G. At the conclusion of the bid opening, the requesting Department will be responsible for reviewing and analyzing all bids and making a determination to award to the lowest and most responsive bidder. The justification to award must be submitted to the Office of the Comptroller for review.

H. Once reviewed and approved by the City Comptroller the winning bidder will be notified and if accepts, a contract will be prepared in conjunction with Corporation Counsel and submitted to the City Council for approval by Resolution. If the winning declines the offer, the City of Newburgh will go to the second lowest most responsive bidder.

I. Once the Resolution is approved by the City Council, the requesting Department will submit though KVS a purchase requisition. All documents related to the purchase must be attached to the requisition. This includes the Council Resolution and the contract (if applicable).

J. The City Comptroller will approve the requisition and release the Purchase Order. Once the Purchase Order is released, the vendor is authorized to move forward.

K. For Small Procurements, the process will remain the same as outlined above except vendors will be able to electronically submit their bids to the Office of the Comptroller for review. There will be no formal bid opening for Small Procurements.

L. The Office of the Comptroller will determine when it's appropriate to do a RFP vs. a Small Procurement.

IV BASELINE CRITERIA FOR NON-COMPETITIVE BIDS

While competitive bids are not required for purchases under $20,000 ($35,000 for Public Works), the City must still ensure the best price and service is obtained. Detailed below are the steps for purchasing items/services that are not required to be bid competitively:

A. Items or services costing under $5,000 require no documentation. Departments can select a vendor and submit a purchase requisition in KVS.

   a. Once a Department purchases in the aggregate $5,000 from the same vendor within the same Fiscal Year for the same items and/or

services they must follow the bidding requirements detailed in item B (below).

B. Items or services costing between $5,001 and $19,999 require three written quotes. The Department will select the lowest quote and submit a requisition in KVS. Departments are required to attach all quotes to the requisition.

   a. Once a Department purchases in the aggregate $20,000 from the same vendor within the same Fiscal Year for the same items and/or services they must follow the bidding requirements detailed in Section III Competitive Bidding.

C. All items over $20,000 ($35,000 for Public Works) are required to follow the steps outlined in Section III Competitive Bids.

V EXEMPT FROM BIDDING

The following types of purchases are exempt from bidding (competitive and/or non competitive).

A. Items or services available on a GSA (Govt. State Agencies) or OGS (Office of General Services) contract.

B. Blanket or Requirement contracts created by other municipalities that allow piggy-backing.

C. Emergency Procurement (see section VI)

D. Professional Service Contracts (see section VII)

E. Preferred Source Vendors (see section VIII)

F. Sole Source (see section IX)

VI EMERGENCY PROCUREMENT

General Municipal Law defines a “public emergency” as “arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of the City require immediate action which cannot await competitive bidding”. Detailed below are the steps for utilizing the Emergency Procurement method:

A. Obtain in writing (either email or formal written approval) from the City Manager authorization to commence emergency work or procure materials to mediate the hazard or danger.

B. Once approval is granted by the City Manager, and when practical obtain at least 3 written or verbal vendor quotes.

C. Department(s) remediating the emergency authorizes the vendor to commence work or deliver materials.

D. Within 24 hours of the emergency declared and approved by City Manager, the Department will enter a requisition into KVS and attach all supporting documentation to the requisition.

E. The Office of the Comptroller will approve the requisition and issue a Purchase Order.

VII PROFESSIONAL SERVICES

Professional Services are defined in New York case law and Comptroller opinions. As a general guideline, Professional Services required specialized or technical skills or expertise, training, license or certification, exercise of judgment or discretion, a high degree of creativity and/or a relationship of personal trust and confidence. Examples of Professional Services include:

A. Physicians
B. Engineers
C. Surveyors
D. Attorneys
E. Designers/Architects
F. Insurance/Financial Service firms

VIII PREFERRED SOURCE EXCEPTION FOR PURCHASE CONTRACTS

To advance special social and economic goals, certain providers have ‘preferred source’ status under the law. The acquisition of commodities and/or services from preferred sources is exempt from statutory competitive procurement requirements. Except in emergency situations, when commodities or good/services are available from a preferred source, they must be purchased from one of the preferred source providers identified below:

A. The New York State Department of Corrections, Correctional Industries Program (CORCRAFT)

B. Approved charitable non-profit making agencies for the blind

C. Equal priority to qualified non-profit making agencies for all other severely disabled persons, a qualified special employment program for mentally ill persons or a qualified veteran's workshop.

IX SOLE SOURCE

Sole Source procurement is an exception to the general rules and policies governing the procurement of goods and/or services. Sole Source procurement may only be used in rare and extraordinary cases where the goods or services sought and required are manufactured, sold or performed by only one entity and/or individual. Generally, this will only apply to the following situations:

A. Only one company in the world makes and sells a certain good or provides a certain service.

B. Only one company in the world can service or maintain the equipment without voiding the warranty. (Note: this only applies during the warranty period. After warranty expiration, repairs and maintenance must be bid).

C. Leasing equipment such as postal machines or copiers that have a certain type of consumable component (e.g. ink cartridges) that must be used to avoid breaching a warranty or a maintenance provision of a lease.

D. Services performed by companies that traditionally have territories (e.g. cable TV or certain type of equipment dealerships).

E. Software licensing and/or maintenance contracts specific to the software.

In determining whether a purchase qualifies for a Sole Source exemption, the Office of the Comptroller must document at a minimum:

A. The unique benefits to the City of the product or service as compared to other products or services available in the marketplace.

B. That no other product or service provides substantially equivalent or similar benefits.

C. Determine the benefits received and the cost of the product or service is reasonable in comparison to other products or services in the marketplace.

D. There is no possibility of competition from competing dealers or distributors.

X PROCESSING PAYMENTS

Once supplies/materials are delivered and/or services rendered, the Office of the Comptroller will be responsible for issuing payments. Payments will be processed twice a week (Tuesdays and Thursdays). Below details the process for processing vendor payments:

A. Vendor invoices are to be submitted directly to the Office of the Comptroller. Each invoice must include the Purchase Order number or contract number.

B. The Office of the Comptroller will scan the invoice to an electronic filing system and send the invoice to the requesting Department for sign-off.

C. The requesting Department is responsible for signing the invoice and sending it electronically back to the Office of the Comptroller. Signing the invoice confirms the supplies/materials were delivered and/or services rendered and the vendor can be paid.

D. The Office of the Comptroller will process the payment by either issuing a check, EFT (Electronic Funds Transfer) or E-Payable.

E. In cases where payments are processed against a requirement contract or a blanket order, the Office of the Comptroller will be responsible for tracking payments on an excel file. This will ensure invoice amounts do not exceed the amount authorized on the Purchase Order.

F. In cases where payments are issued by voucher (e.g. medical bills, county and school taxes), the Office of the Comptroller will be responsible for preparing the payment voucher. All vouchers must be reviewed and approved by the City Comptroller before payment is processed

This Policy takes effect January 1, 2014 and replaces all existing procurement policies issued by the City of Newburgh Office of the Comptroller.

RESOLUTION NO.: 252 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION ADOPTING THE CITY OF NEWBURGH PROCEDURE FOR ASSIGNING EQUIPMENT

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Procedure for Assigning Equipment, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect on January 1, 2014.

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

PURPOSE

The purpose of this memorandum is to outline the procedure for the issuance and tracking of City owned equipment to employees.

II: **GENERAL**

The Office of the Comptroller will be responsible for tracking all City owned equipment issued to employees. Equipment issuance will be tracked electronically in individual employee records in ADP and hard copies will be filed in employees personal folders.

III: **PROCEDURE**

A. City of Newburgh employees, both full time and part time, can request issuance of City owned equipment by completing an Equipment Assignment Agreement Form.

B. The Equipment Assignment Agreement form is available in the Office of the Comptroller and on-line (City of Newburgh Home Page – Office of Comptroller).

C. Each form must be approved by the employee's Department Head. If a Department Head is requesting the equipment for him/herself, then the City Manager is responsible for approving the form.

D. Once completed and approved, the Equipment Assignment Agreement Form is submitted to the Department responsible for issuing the equipment (see attached Department List).

E. The Department responsible for issuing the equipment will complete the required fields on the Equipment Assignment Agreement Form, issue the equipment to the employee and then forward the form to the Office of the Comptroller for filing.

F. Once equipment is issued to an employee, the employee is responsible for the equipment. Employees are required to report to their Department Head when equipment is damaged. In addition, if the equipment is lost or stolen, the employee must notify their Department Head and the Newburgh Police Department. A copy of the Police report is to be submitted to the Office of the Comptroller for filing.

G. Departments responsible for issuing the equipment will notify the Office of the Comptroller when equipment is returned. The Office of the Comptroller will update the employee's file.

H. Upon separation from the City, all employees are required to surrender City property. The final paycheck for employees will be held until all equipment is returned.

Department Equipment List

Equipment	Department
Lap-top Computer	Information Technology
Cell-Phone	Information Technology
Ipad	Information Technology
Camera/DVD Recorders	Information Technology
ID Employee Cards	Information Technology
Misc. IT Equipment	Information Technology
Two-way Radios	Information Technology
Building Keys	Department of Public Works
Vehicles (Commuting)	Department of Public Works
Parking Tags	Parking Enforcement
Safety Equipment (Fire)	Fire Department
Safety Equipment (Police)	Police Department
Safety Equipment (DPW)	Department of Public Works
Safety Equipment (Water)	Water Department
Music Equipment	Recreation Department

CITY OF NEWBURGH
Equipment Assignment Agreement Form

Date Issued:
Date Returned:
I hereby acknowledge receipt and assignment of the following City of Newburgh Property:

☐ Office/Building Key(s):

_____

☐ ID/Security Access
Card:_____

☐ Cell Phone (Make, Model,
ESN):_____

☐ Laptop/Tablet (Make, Model, Serial#):

_____

☐ Camera (Make, Model, Serial#):

_____

☐ Aircard/MiFi (Make, Model, Serial#):

_____

☐ Safety Equipment (list):

_____

☐ Uniform (list):

_____

☐ Other (list):

_____

Return of property obligations: In the event of my separation from employment with the City of Newburgh, I will return all City property (specified above or attached hereto), upon or before my last day of work. If any property is not returned, I authorize the City to withhold my final paycheck until the described items are returned. **Any damage to assigned property must be reported to my Department head immediately. Any lost or stolen items must be reported to the Newburgh City Police Department and my Department head immediately.**

_____
Employee Name (Print)

_____
Employee Signature

_____
Department

_____

Dept. Head or Designee Signature

Condition of Property Returned_____

RESOLUTION NO.: 253 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION COMMEMORATING THE 60TH ANNIVERSARY OF THE LANDMARK SUPREME COURT DECISION OF BROWN VERSUS BOARD OF EDUCATION AND SUPPORTING THE "BROWN 60" PLANNING COMMITTEE IN THEIR EFFORTS TO RAISE AWARENESS

WHEREAS, the "Brown 60" Planning Committee has requested the support of the Council of the City of Newburgh in connection with their efforts to raise awareness of the 60th anniversary of the landmark Supreme Court Decision of Brown versus Board of Education, which unanimously held that segregation of children in public schools violated the Fourteenth Amendment; and

WHEREAS, in August 2013, the City of Newburgh's Human Rights Commission collaborated with a team of community leaders to discuss ways to commemorate the 60th anniversary of Brown versus Board of Education and as a result they created an initiative called "Brown 60"; and

WHEREAS, the "Brown 60" initiative will produce a series of public education events, roundtable discussions, workshops, seminars and youth programs to provide information and analysis about historical origins and the significance of the Supreme Court's Decision to understanding issues and concerns in today's society; and

WHEREAS, on December 19, 2013 the Planning Committee will publically launch "Brown 60" at SUNY Orange unveiling 2014's first quarter events;

NOW, THEREFORE, BE IT RESOLVED, that this Council of the City of Newburgh, New York hereby commemorates the 60th anniversary of the landmark Supreme Court Decision of Brown versus Board of Education and supports the "Brown 60" Planning Committee in their efforts to raise awareness.

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.: 254 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE POLICIES FOR THE PERIOD OF JANUARY 1, 2014 TO DECEMBER 31, 2014

WHEREAS, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2014; and

WHEREAS, Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. have recommended a package of insurance coverage for property and liability insurance coverage for Fiscal Year 2014;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning January 1, 2014 through December 31, 2014; all liability insurance to be provided by U.S. Specialty Insurance Company, under Option 2, and inland marine, property and boiler and machinery to be provided by Great Northern Insurance Company, under Option 1, and with limits, self insured retention amounts and premium rates as set forth in the attached Insurance Quotation; and

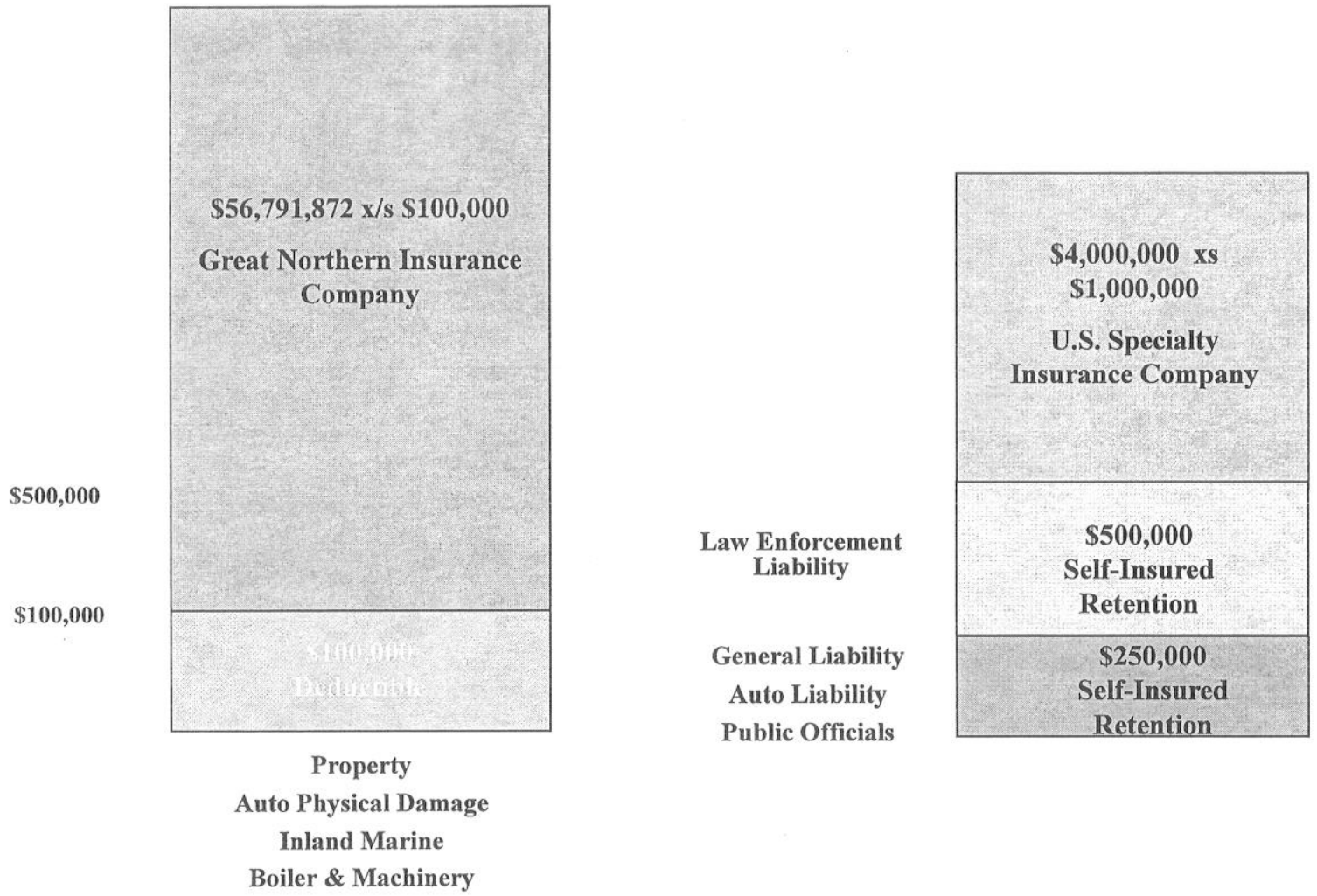
BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage and third-party claims administration services, respectively, for the period of January 1, 2014 to December 31, 2014.

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

CITY OF NEWBURGH
GALLAGHER RISK MANAGEMENT STRUCTURE
January 1, 2014 to January 1, 2015



NOTE:

1. All coverages are Occurrence form.
2. Defense Costs are Included within the Self-Insured Retention and Limit of Insurance
3. ~~Losses in Excess of SIR are paid by Insurance Carrier.~~
4. Deductible for Flood and Earthquake is $100,000
5. Inland Marine Limit is $1,225,597 and Deductible is $5,000

CITY OF NEWBURGH
2014 RISK MANAGEMENT PROPOSAL

CARRIER PREMIUM/FEE SUMMARY

Coverages	2012	2013	2014
Excess Liability	240,969	238,121	237,725
Property Package	57,928	69,182	80,661
TPA Services	67,421	57,377	60,948
Boiler & Machinery	N/A	N/A	5,618
Total	$366,318	$364,680	$384,952

Gallagher is responsible for the placement of the following lines of coverage:

Excess Liability, Boiler & Machinery, Auto PD, TPA and Property

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Quote is valid until 01/01/14

Notes:

1. Included in our services are meetings, quarterly, to review and discuss claims, loss prevention and other items.
2. Included in our services is a loss control visit and survey of each and every city Department and location.
3. Excess Liability SIR dropped in 2011 for GL/AL/POL from $500,000 to $250,000.

RESOLUTION NO.: 255 - 2013
OF
DECEMBER 9, 2013

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ROYAL FIRE WOODWORKING LTD. TO INSTALL A NEW TABLE FOR THE CITY COUNCIL IN THE THIRD FLOOR COUNCIL CHAMBERS OF CITY HALL

WHEREAS, on January 1, 2014, the City Council will expand from five to seven Council members and will require modifications to the City Council Chambers located on the third floor of City Hall; and

WHEREAS, the City has duly solicited proposals for qualified contractors to build and install a larger table for the City Council; and

WHEREAS, Royal Fire Woodworking Ltd., has submitted a proposal to compete the work in the amount of $16,500.00; and

WHEREAS, this Council has examined the proposal and determined that entering into an agreement to perform the work under the terms of the proposal to be in the best interests of the City of Newburgh.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and is hereby authorized to execute and enter into an agreement based on the terms of the proposal in a form subject to approval of the Corporation Counsel with such other terms and conditions as Counsel may require, with Royal Fire Woodworking LTD. to build and install the new Council table in the Council Chambers of City Hall.

Interim City Manager, James Slaughter, said that the cost will be $16,500.00 for a new table that will accommodate all seven Council Members. It will be stained and designed to fit within the existing color scheme that we presently have and they will be using a local Vendor. In regard to the monitors, they will take into consideration the design and it will not impact negatively on the current space.

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

PROPOSAL

ROYAL FINE WOODWORKING, LTD

87 South Lander Street
Newburgh, New York 12550
(845) 565-1466

PROPOSAL SUBMITTED TO: City of Newburgh		PHONE	DATE: 12/4/13
STREET: 83 Broadway		JOB NAME: City Council Chambers Bench	
CITY, STATE and ZIP: Newburgh N.Y 12550		JOB LOCATION: 83 Broadway, Newburgh, N.Y.	
ARCHITECT	DATE OF PLANS	3rd floor	JOB PHONE

We hereby submit specifications and estimates for:

Council Bench -

1) Wood base, maple wood, stained to match existing woodwork. Wood framed base, covered by 3/4 maple plywood with access panels for wiring. Matching wood base moulding at bottom, Decorative wood moulding on bench face. $6120.00

2) Maple wood top with solid wood edging. All grometts and power outlets included. Doug Mockett PCS6/EE/m-90 in matte black, 8 included in price. $7500.00

3) Installation + delivery $2880.00

Project start time can be anytime after Dec 16, 2013, completion 3 weeks from start. Royal Fine Woodworking is closed from Dec 25, 2013 to Jan 1, 2014.

We Propose hereby to furnish the material and labor -- complete in accordance with above specifications, for the sum of:

_____ dollars ($ 16,500.00)

Payment to be made as follows: 25% down, balance net 30 days from completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: David Rabsch

Note: This proposal may be withdrawn by us if not accepted within 90 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature _____

RESOLUTION NO.: 256 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION TO AUTHORIZE THE REPURCHASE OF REAL PROPERTY KNOWN AS 213 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 6) AT PRIVATE SALE TO JESSE BLACKMON

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax law of the State of New York; and

WHEREAS, Jesse Blackmon, the former owner of 213 North Miller Street, being more accurately described as Section 11, Block 1, Lot 6 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, for the sum as outlined below and under the terms of sale annexed hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to Jesse Blackmon be and hereby is confirmed and the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the purchase price of $15,000.00; and that said purchase price must be paid no later than March 10, 2014, and in accordance with said terms and conditions; and

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

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

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

ADOPTED

Terms and Conditions of Sale

1. City of Newburgh acquired title to the property known as 213 North Miller Street, more accurately described as Section 11, Block 1, Lot 6 on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcel') in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.

2. The parcel, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the closing.

3. The purchaser shall continue to be responsible for all water, sewer and sanitation charges.

4. The purchase price of the property is $15,000.00. The purchaser shall pay to the City the purchase price as follows:

   A down payment in the amount of $1,000.00 shall be due on or before March 10, 2014. The down payment shall be payable to the City of Newburgh by **certified check, bank check or money order.**

   The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money Second Mortgage and Note for the balance of the purchase price. The Purchase Money Note and Second Mortgage shall be self-amortizing and be in the sum of $14,000.00 for a term of five years, payable in equal monthly installments of $233.33 per month. The Purchase Money Mortgage shall be subordinate to the mortgage held by Hudson Valley Federal Credit Union. The Purchase Money Second Mortgage shall contain a late charge for overdue payment. The Note and Second Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty,

that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchase enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

The mortgage tax imposed by law and the recording fee for this Purchase Money Mortgage shall be paid by the purchaser. Seller's attorney shall prepare the Purchase Money Note and Second Mortgage.

All payments due hereunder shall be payable to the City of Newburgh **by bank check, certified check or money order**.

5. Purchaser is advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

6. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

7. All informational tools, such as slides, tax maps, deeds, photos, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.

8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges that she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

9. Notice is hereby given that the parcel lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provisions of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.

10. Purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction and shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain hid domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

11. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" **by bank check, certified check or money order**.

12. The down payment and all closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office on or before March 10, 2014. **The City is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the down payment shall be forfeited.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefore, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should the purchaser fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the purchaser. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

13. The purchaser warrants that they are in possession of the parcel and shall remain in possession until such time as the payments set forth herein have

been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcel.

14. If the purchaser fails to close title by the close of business on March 10, 2014, then, the City may, but is not obligated to offer the parcel to another purchaser.

15. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees that she shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, she shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during her possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.

16. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.

17. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price and closing fees/costs. Purchaser and tenant(s) remain in possession of property until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

18. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City

pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

19. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

20. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he is the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he nor his assigns shall convey the property until after the date of the deed conveying title to the purchaser. If such conveyance in violation of these terms and conditions, the purchaser understands that he may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

_____

JESSE BLACKMON

Date:_____

RESOLUTION NO.: 257 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF NEWBURGH A FIRST AMENDMENT TO THE LAND DEVELOPMENT AGREEMENT WITH MILL STREET PARTNERS, LLC FOR THE REDEVELOPMENT OF CITY OWNED PROPERTIES KNOWN AS THE MID-BROADWAY SITE

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the "Mid-Broadway Site"); and

WHEREAS, the City has issued a Request For Qualifications (RFQ) for the development of the Mid-Broadway Site and received six (6) responses from developers interested in pursuing a development project on the Mid-Broadway site; and

WHEREAS, the City Council has reviewed the responses to the RFQ and has determined that Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. is the preferred team to develop the Mid-Broadway site; and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council authorized to the City Manager to negotiate on behalf of the City of Newburgh a Development and Land Disposition Agreement with Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. for the redevelopment of the Mid-Broadway site; and

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council of the City of Newburgh, New York authorized the City Manager to execute a Development and Land Disposition Agreement with Mill Street Partners, LLC (the "Development Agreement") for the redevelopment of the Mid-Broadway site; and

WHEREAS, the Development and Land Disposition Agreement require the parties to cooperate and negotiate in good faith to successfully complete the development of the project; and

WHEREAS, the development requires an amendment to the Development Agreement to set the purchase price of the subject property and to extend the Development Agreement term until May 1, 2015; and

WHEREAS, this Council has reviewed the First Amendment to the Development and Land Disposition Agreement with Mill Street Partners, LLC, attached hereto and made part hereof, and finds that entering into such amendment 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 the Interim City Manager be and he is hereby authorized to execute the attached First Amendment to the Development and Land Disposition Agreement with Mill Street Partners, LLC for the redevelopment of the Mid-Broadway site.

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

85-13

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MID BROADWAY REDEVELOPMENT PROJECT

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MID BROADWAY REDEVELOPMENT PROJECT ("First Amendment") is entered into between **THE CITY OF NEWBURGH** (the "City"), a municipal corporation organized and existing under the laws of the State of New York, having its office at 83 Broadway, Newburgh, New York 12550, and **MILL STREET PARTNERS, LLC**, a New York limited liability company with a business address at 39 West 42nd Street, 15th Floor, New York, New York 10018 (the "Developer").

WHEREAS, City and Developer are parties to that certain Development Agreement for the Mid Broadway Redevelopment Project dated October 23, 2012 (the "Development Agreement"); and

WHEREAS, the Development Agreement states that the parties shall use good faith efforts to negotiate such amendment(s) to the Agreement as may be necessary or appropriate; and

WHEREAS, the Development Agreement states that a spirit of good faith and a mutual desire for the success of the Development shall govern the parties' relationship under the Agreement; and

WHEREAS, the Development Agreement states that the term of the Agreement may be extended upon the mutual agreement of the parties; and

WHEREAS, City and Developer desire to amend the Development Agreement to (i) define the Purchase Price for the City owned parcels, (ii) modify the Agreement Term, and (iii) amend the Agreement to account for Unavoidable Delays.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchase Price for City Owned Parcels. The Purchase Price for the City owned parcels shall be $437,000.00. The Purchase Price reflects the appraised value of the highest and best use prepared by Certified Appraisal Service on behalf of the City.

2. Modification to the Agreement Term. Due to a variety of factors including a revised schedule for the adoption of zoning modifications which permit the proposed Project, additional time needed for municipal staff and board review of the proposed Project, and changes to the deadlines associated with the "Public Funds" as defined in the Development Agreement, the Agreement Term is extended until May 1, 2015.

3. Inconsistency. In the event of any inconsistency between this First Amendment and the Development Agreement, this First Amendment shall control.

4. Effect on Agreement. All terms and conditions of the Development Agreement shall remain in full force and effect as written except as expressly modified by this First Amendment.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties have executed this First Amendment and this First Amendment shall be effective as of _____, 2013.

CITY OF NEWBURGH

By: _____ _____
Name: James A. Slaughter Date
Title: Interim City Manager

MILL STREET PARTNERS, LLC

By: _____ _____
Name: Patrick Normoyle Date
Title: Manager

APPROVED AS TO FORM

_____
John Aber
Comptroller

_____
Michelle Kelson
Corporation Counsel

RESOLUTION NO.: 258 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION OF THE CITY OF NEWBURGH AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A PAYMENT IN LIEU OF TAX ("PILOT") AGREEMENT BY AND AMONG THE CITY OF NEWBURGH, MID BROADWAY LIMITED PARTNERSHIP, AND MID BROADWAY HOUSING DEVELOPMENT FUND COMPANY, INC.

WHEREAS, the City of Newburgh (the "City") desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for individuals and families with low incomes; and

WHEREAS, Mid Broadway Housing Development Fund Company, Inc., a to-be-formed Article XI New York Private Housing Finance Law corporation and a New York not-for-profit corporation (the "HDFC"), and Mid Broadway Limited Partnership, a to-be-formed New York limited partnership (the "Partnership"), have identified property located in the City of Newburgh, County of Orange, State of New York as more particularly described in Exhibit A attached hereto (the "Property"), for the purpose of developing on the Property a housing project for individuals and families of low income to be commonly known as the Mid Broadway Redevelopment project, said project to consist of: (i) the acquisition of the Property; (ii) the construction of the improvements thereon of ninety-one (91) units of housing for individuals and families of low income (the "Improvements"); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the "Equipment", and collectively with the Property and the Improvements, the "Project"); and

WHEREAS, the HDFC will be formed for the purpose of providing residential rental accommodations for individuals and families of low-income; and

WHEREAS, the HDFC has, or will, acquire fee title to the Property, as nominee for the Partnership, and has, or will, convey its equitable and beneficial interests in the Property to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

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

WHEREAS, the HDFC is, or will be, a co-general partner of the Partnership; and

WHEREAS, the Partnership and the HDFC will be willing to enter into a 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 Council Members for approval, a copy of which is attached hereto as Exhibit B;

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

FURTHER RESOLVED, that, upon formation of the Partnership and the formation of the HDFC, the Interim City Manager is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the City; and it is

FURTHER RESOLVED, that this resolution shall take effect immediately.

EXHIBIT A

SBL	Address
30-3-24	132 Broadway
30-3-25	136 Broadway
30-3-26	138 Broadway
30-3-27	140 Broadway
30-3-28	142 Broadway
30-3-29	142A Broadway
30-3-30	144 Broadway
30-3-31	146 Broadway
30-3-32	148 Broadway
30-3-33	6 Johnston Street
30-3-34	10 Johnston Street
30-3-35	12 Johnston Street
30-3-36	14 Johnston Street

30-3-37	16 Johnston Street
30-3-38	18 Johnston Street
30-3-23	6 Lander Street
30-3-22	8 Lander Street
30-3-21	14 Lander Street

Mayor Kennedy said that through all of the presentations and discussions that they have had what has been called out for is, *"Workforce Housing"* and in this resolution she counts three statements that this is for *"Individuals and Families of Low Income"* and four statements in the agreement. Not once does it say anything about Workforce Housing and she is asking why.

Councilman Dillard said that it appears to him that low income people can work too which brings back self-sufficiency.

Mayor Kennedy said that she believes there is a legal term here of Workforce Housing versus Low Income housing and they don't mean the same thing.

Councilman Dillard said it is the same thing.

Councilwoman Lee asked what is Workforce Housing?

Mayor Kennedy said that there are different subsidy levels for Workforce Housing than for Low Income Housing. It is a different scale.

Councilman Dillard said that the scale is in terms of the amount of money a person should be making and the amount of rent they should be paying.

Councilman Brown said that it may have something to do with the low income tax credits that they are looking for which is why that terminology is in there.

Mayor Kennedy said that what she has been afraid of all along then could be true. If they can't fill it up with workforce housing in two or three years, then they can fill it up with low income housing. Is that right?

Councilwoman Lee and Councilman Dillard both responded with, *"no"*.

Councilman Brown said that if you are looking for low income tax credits there is a guideline in terms of income that they use but he is not sure what that guideline is. He feels that is probably why they are saying low income housing.

Councilwoman Lee told Mayor Kennedy, *"For arguments sake let's say that you are right; what is the problem with having low income people live in that apartment building?"* She doesn't understand the Mayor's concern about that.

Mayor Kennedy said that her concern is based on a conversation that they had with the Commissioner from Social Services. In that meeting they asked the Commissioner why they send so many people here to the City of Newburgh which has often been referred to as, "*Dumping in Newburgh*", and his response was that we have the cheapest housing here in Orange County.

Councilwoman Lee said that she attended that meeting and she believes that the Commissioner was being challenged about sending so many people here. We may have low income housing which she thinks they all agreed to but they did not agree to having the largest amount of low income housing in the County nor did they agree that it would still be appropriate to drop everybody from anywhere into this City because we could not provide housing and other support of Social Services programs. The focus of the meeting was regarding the disproportionate amount of pedophiles and sex offenders in this City. She doesn't think that the Commissioner of Social Services and Mill Street Partners have any kind of public or private deal. Mill Street Partners has the vested interest in keeping this project the way that it is stated if they want other housing. She again asked the Mayor what her problem is with the low income people in this City.

Mayor Kennedy said that she didn't say there is a problem. She said that all along this project has said to be for Workforce Housing but she doesn't see one mention of it in this entire contract so it is not what they have been talking about.

Councilwoman Lee said that this entire contract has received support from Senator Larkin, Congressman Maloney, Assemblyman Skartados and four members of the City Council so she doesn't see a problem with moving forward. As far as she is concerned nothing has changed.

Interim City Manager, James Slaughter, said that Workforce Housing defined in this County is sixty percent of median income which would roughly translate to around $58,000.00.

Mayor Kennedy said that she doesn't understand why they just didn't say that in the contract then. She asked Patrick Normoyle why they didn't use the term, "*Workforce Housing*" in the contract.

Patrick Normoyle said that they could have and would have had no problem using that term. When they started this project they proposed making the units affordable to households earning up to sixty percent of area median income so what the City Manager stated was entirely accurate. Based on the feedback that they heard here during Council meetings they actually expanded the income range to go higher so in the current proposal they are

trying to provide housing for people making up to eighty percent of area median income. Based on comments that they heard during Council meetings and feedback from the City Council they heard that the City would like a more income diverse population at that building. Currently the proposed workforce housing mix would range from fifty percent of area median income up to eighty percent.

Mayor Kennedy said it would have been good to say exactly that in the contract but it doesn't.

Councilwoman Lee asked what exactly is Workforce Housing?

Patrick Normoyle said it is for working individuals and families and there can be a range of income. In terms of the numbers submitted to the City, there are a certain number of units that are affordable to people making up to fifty percent, sixty percent and eighty percent area median income. Those numbers were provided to the City and the Comptroller and this proposal is what they would like to commit to do. He feels that they laid it out pretty clearly in the documents that were provided to the City.

Mayor Kennedy said it would have been terrific had they put in the document exactly what he just said.

Patrick Normoyle told Mayor Kennedy that they were not the only people looking at this document. The Council passed another document two months ago in October for a very similar type of affordable housing project so they followed that model. He doesn't remember her bringing this up at that time for that project. If it was mentioned back in October, they would have done it this time. What was said in October was that if the rents go up then they would like to benefit from the increased taxes so they heard what was said throughout this process. When they hear something and they can accommodate it then they have done it. Had this been asked for with the last development then they would have done it and then they would have followed the same model with this agreement.

Mayor Kennedy said she just wished it said, *"Workforce Housing"*.

Patrick Normoyle asked her why she didn't bring that up in October then.

Mayor Kennedy said because he has been saying it all along.

Patrick Normoyle said if she wanted it to be in the PILOT agreement then why didn't she bring it up for the one that they considered in September

and then passed in October? It seems like she is pointing this project out as a special case. They are just following what the Council did for other projects.

Mayor Kennedy said that for the other project it was never stipulated that it would be for Workforce Housing. They never said it or talked about it.

Patrick Normoyle said that he would disagree with that.

Councilwoman Lee said she would disagree too.

Mayor Kennedy noted that she does like the layout for the commercial property. That piece of it she does agree with.

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

Ayes – Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee – 4

Abstain – Mayor Kennedy - 1

ADOPTED

258-13

AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT) BY AND AMONG THE CITY OF NEWBURGH, MID BROADWAY LIMITED PARTNERSHIP AND MID BROADWAY HOUSING DEVELOPMENT FUND COMPANY, INC.

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "Agreement"), dated [_____ ___], 2013, by and among the **CITY OF NEWBURGH, NEW YORK**, a New York incorporated municipality, having its principal office located at City Hall, 83 Broadway, Second Floor, Newburgh, New York 12550 (the "City"), and **MID BROADWAY HOUSING DEVELOPMENT FUND COMPANY, INC.**, a to-be formed Article XI New York private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Mill Street Partners, LLC, 42 West 39th Street, 15th Floor, New York, NY 10018 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **MID BROADWAY LIMITED PARTNERSHIP**, a to-be formed New York limited partnership, having its principal office located c/o Mill Street Partners, LLC, 42 West 39th Street, 15th Floor, New York, NY 10018 (the "Partnership").

WHEREAS, the HDFC is, or will become, the bare legal or record owner, and the Partnership is, or will become, the beneficial and equitable owner, of certain real property located in the City of Newburgh, County of Orange, State of New York, as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the HDFC will be 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 is, or will be, the co-general partner of the Partnership; and

WHEREAS, the HDFC will be formed and the Partnership will be formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership will develop, own, rehabilitate, maintain and operate a housing project for persons of low income at the Property, anticipated to consist of ninety-one (91) residential rental units for individuals and families of low income, community space and first floor commercial space to be commonly known as the Mid Broadway Redevelopment project (the "Project"); and

WHEREAS, the HDFC has or will acquire fee title to the Property, as nominee for the Partnership, and has or will convey its equitable and beneficial interests in the Property to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC's and the Partnership'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 Council Members of the City of Newburgh, New York, by resolution adopted _____ ___, 2013, 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 the land and the improvements included in the Project. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by any affected Taxing Jurisdiction (as defined in Subdivision 1(b) of Section 577 of the PHFL), which has jurisdiction over the Property and intending to bind the applicable Taxing Jurisdictions to the fullest extent provided under Section 577 of the PHFL (collectively, the "Taxing Jurisdictions").

2. This tax exemption will take effect on the date of the HDFC's acquisition of the fee title interest in the Property. For the residential portion of the project, the tax exemption shall continue for a period of thirty (30) years following the date on which a temporary or permanent certificate of occupancy is issued for all of the residential units comprising the Project, unless terminated earlier as a result of an Event of Default as provided in Section 6 in this Agreement. For the commercial portion of the project, the tax exemption shall continue for a period of fifteen (15) years following the date on which a temporary or permanent certificate of occupancy is issued for all of the commercial units comprising the Project, unless terminated earlier as a result of an Event of Default as provided in Section 6 in this Agreement. This Agreement shall not limit or restrict the HDFC's or the Partnership's right to apply for or obtain any other tax exemption to which the Property might be entitled upon the expiration of this Agreement.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT"). For the residential portion of the project, the Partnership shall make PILOT payments in the amount equal to 4.2% of the total residential rents of the Project per year, on or before January 31st, which PILOT payments shall cover all Local and Municipal Taxes, other than assessments for local improvements, owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. For the commercial portion of the project, the Partnership shall make PILOT payments according to the following schedule:

Years 1 to 5: $.25 per square foot with an annual 2% escalation beginning in Year 2
Years 6 to 10: $.50 per square foot with an annual 2% escalation beginning in Year 7
Years 11 to 15: $1.00 per square foot with an annual 2% escalation beginning in Year 12

The Partnership shall pay the annual PILOT payments on or before January 31st, which PILOT payments shall cover all Local and Municipal Taxes, other than assessments for local improvements, owed in connection with the Property and the Project, and which payments shall

be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed.

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Property and the Project continue to be used as housing facilities for persons of low income and (i) the HDFC and the Partnership own and operate the Property and the Project in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal and beneficial ownership of the Property and the Project and operates the Project in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the Property and the legal and beneficial interest in the Property and the Project 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, and such successor in interest operates the Project 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 to the extent permitted by law.

6. 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.

7. This Agreement shall inure to the benefit of and shall be binding upon the City, the HDFC and the Partnership and their respective successors and assigns, including the successors in interest of the HDFC and the Partnership. There shall be no assignment of this Agreement by the HDFC or the Partnership except with prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

8. 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.

9. No waiver or modification of this Agreement or any covenant, condition or limitation therein shall be valid unless in writing and duly executed by the individual party to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this Section may be waived as herein set forth.

10. This Agreement and the performance hereunder, and all actions and special proceedings relating thereto shall be construed in accordance with, under, and pursuant to the laws of the State of New York.

11. 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.

12. 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.

13. 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, the HDFC and the Partnership 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.

CITY OF NEWBURGH, NEW YORK

DATED: _____, 2013

By:_____
Name: James A. Slaughter
Title: Interim City Manager

MID BROADWAY HOUSING DEVELOPMENT FUND COMPANY, INC.

DATED: _____, 2013

By:_____
Name: Patrick Normoyle
Title: President

MID BROADWAY LIMITED PARTNERSHIP
BY: Mill Street Partners, LLC,
its Managing General Partner

DATED: _____, 2013

By:_____
Name: Patrick Normoyle
Title: Manager

RESOLUTION NO.: 259 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 6345-2012 AND 5877-2013, INVOLVING SECTION 2 BLOCK 19, LOT 8 (TERENCE O. PRINGLE)

WHEREAS, Terence O. Pringle has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2012-2013 and 2013-2014 tax assessment years bearing Orange County Index Nos. 6345-2012 and 5877-2013; 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 proceeding, 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 matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Terence O. Pringle 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 2012-2013 as tax map number 2-19-8 be reduced to a market value of $175,000.
2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 2-19-8 be reduced to a market value of $175,000.

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

BE IT FURTHER RESOLVED, that James A. Slaughter, Interim 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 Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

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

ADOPTED

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

----------x

In the Matter of the Application of
TERENCE O. PRINGLE

Petitioner, **CONSENT JUDGMENT**

- against -

THE CITY OF NEWBURGH, A MUNICIPAL CORPORATION, ITS ASSESSOR AND BOARD OF ASSESSMENT REVIEW, and the NEWBURGH SCHOOL DISTRICT, **Index Nos. 2012-6345**

Respondents. **2013-5877**

For a review under Article 7 of the RPTL.

----------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 2012-2013 and 2013-2014 tax years, as follows:

Tax Map No. 2-19-8

be reduced in market value from $206,200.00 and $196,300.00, respectively, to market values of $175,000.00 and $175,000.00, respectively, 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 parcel above described for the 2012-2013 and 2013-2014 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 refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, 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 refunded 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 refunded to the Petitioner by the Newburgh City School District, the amount, 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 the provisions of Real Property Tax Law § 727 shall be applicable to the 2014-2015, 2015-2016 and 2016-2017 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) sixty days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

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

Signed: December ___, 2013

Goshen, New York

ENTER: _____

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

_____

HON. JAMES A. SLAUGHTER
Interim City Manager
Dated:

_____

HUBERT J. BRANDT, ESQ.
Attorney for the Petitioner
Dated:

_____

HON. JOANNE MAJEWSKI
Assessor
Dated:

_____

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP

Attorney for Respondents
Dated:

RESOLUTION NO.: 260 – 2013

OF

DECEMBER 9, 2013

A RESOLUTION TO AUTHORIZE THE PURCHASE OF REAL PROPERTY KNOWN AS 62 CAMPBELL STREET (SECTION 23, BLOCK 2, LOT 13) AT PRIVATE SALE TO CHAMPION MORTGAGE

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, Champion Mortgage, the holder of a reverse mortgage for 62 Campbell Street, being more accurately described as Section 23, Block 2, Lot 13 on the official tax map of the City of Newburgh, has requested to purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 62 Campbell Street, Section 23, Block 2, Lot 13, to Champion Mortgage, or any affiliated lending institution, be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of $34,426.51, no later than December 31, 2013; and

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

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

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

ADOPTED

RESOLUTION NO.: 261 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY KNOWN AS 31 CARTER STREET (SECTION 22, BLOCK 5, LOT 10) AT PRIVATE SALE TO MARCELINA CORTES

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, Marcelina Cortes, the former owner of 31 Carter Street, being more accurately described as Section 22, Block 5, Lot 10 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 31 Carter Street, Section 22, Block 5, Lot 10, to Marcelina Cortes be and hereby is confirmed and that the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of $2,506.16, no later than December 31, 2013; and

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

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

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

ADOPTED

RESOLUTION NO.: 262 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY KNOWN AS 89 MILL STREET (SECTION 38, BLOCK 4, LOT 61) AT PRIVATE SALE TO BRIAN QUINN

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, Brian Quinn, the former owner of 89 Mill Street, being more accurately described as Section 38, Block 4, Lot 61 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 89 Mill Street, Section 38, Block 4, Lot 61, to Brian Quinn be and hereby is confirmed and that the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of $15,249.36, no later than December 31, 2013; and

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

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

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

ADOPTED

RESOLUTION NO.: 263 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY KNOWN AS 10 ORCHARD STREET (SECTION 14, BLOCK 3, LOT 44) AT PRIVATE SALE TO BERNADETTE BUSH AND GEORGE BUSH

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, by Resolution No.: 67-2013 of March 25, 2013, this Council authorized the re-purchase of 10 Orchard Street, being more accurately described as Section 14, Block 3, Lot 44 on the official tax map of the City of Newburgh, by former owner Bernadette Bush at private sale; and

WHEREAS, due to unforeseen circumstances the former owner was unable to close in the time frame allowed by Resolution No.: 67-2013; and

WHEREAS, Bernadette Bush and her husband George Bush have re-submitted a request to re-purchase the property; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 10 Orchard Street, Section 14, Block 3, Lot 44, to Bernadette Bush and George Bush be and hereby is confirmed and that the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of all past due tax liens, together

with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of $6,259.61, no later than December 31, 2013; and

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

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

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

ADOPTED

OLD BUSINESS

There was no old business.

NEW BUSINESS

There was no new business.

PUBLIC COMMENTS REGARDING GENERAL MATTERS

Sheila Monk, City of Newburgh, asked the Council to clarify the Newburgh Christmas Outreach because she knows of a few Pastors that have been telling people not to participate. It went from giving approximately three thousand families a supply of food and toys down to two hundred who are required to provide a valid drivers license and an Income Tax Return. She said that they are discriminating against people who are retired and don't have Income Tax as well as people who are on Disability. She told the Mayor that she heard phone calls were made to Governor Cuomo concerning the project on the Mid-Broadway site because they don't want a project with a lot of Welfare people in there so she asked for clarification on that.

Brenda McPhail, City of Newburgh, said that she also wanted to address the Outreach. She doesn't really know what happened but when they were first talking about it; it was supposed to have been about Christ and Christmas then all of a sudden Christ went out of the picture and people started to disappear. We have a big mess right now with a lot of angry people who feel that they have been mislead. She noted that there are a lot of places that give out toys such as Toys for Tots and the Salvation Army where you can get something for your children and Toys for Tots will be at the Armory for two days giving out toys. She said that everyone has to stop coming to these meetings looking for people to do something for them because this is their community so they need to take back control. They have to learn to help themselves.

Kippy Boyle, City of Newburgh, said that for the commercial part of this project the partnership shall make PILOT payments according to the following schedule. Year one to five will be twenty-five cents per square foot with an annual two percent escalation. Year six to ten will be fifty cents per square foot with an annual two percent escalation and year eleven to fifteen one dollar per square foot with an annual two percent escalation. She asked if someone could confirm the accuracy of those figures.

Pastor Brock, City of Newburgh, said that she was told by someone that some Christmas truck came into Newburgh and her friend, Mayor Judy Kennedy got into the truck and took it out of the City.

Mayor Kennedy wished to address this issue and stop the foolishness. They had an organization come to them in the beginning of October with an offer that they had someone who worked with national organizations and they wanted to bring things into Newburgh. They had a whole process outlined and they had done this before so it sounded like something that would really

work for the City of Newburgh. As time went on, they all believed what was happening and she put her heart and sole into this because she believed many people would get things to make their lives better. Volunteers worked many hours and late nights to make this happen and they were doing this in good faith because they wanted something good for the people of the City of Newburgh. The truth of the matter is that her own internal gut told her that she needed to do some more checking and digging so she started asking for documentation and contracts. She was told that they would be forwarded to her but they never arrived so she started making some calls and no one had heard of him before. There was no money involved but a lot of people were expecting to get free things and she understands that because she wanted it to be true. From day one she has said that this project was not about the things but about bringing Newburgh together and getting people to work together to try to do something good for this City. That is still a worthy goal and still important to try to do so a group of people have stepped up saying that they will try to pull some things together. They have received some money and toy donations and they are putting something together for December 21st so they have asked people to register with some financial guidelines in place. They are trying to help people who don't get help in other places. There are some people who are not going to be happy with those guidelines and others who will be happy because certain people figure out how to use the system and get from all over while others don't get anything. They are working with Toys for Tots and people can register with them online. They are also encouraging people to work with the Salvation Army and all of the other programs here in the City of Newburgh. There is no reason why we can't all work together because the goal needs to be to help as many people as we possibly can. Right now she is very grateful for the organizations that are stepping up to donate stuff and pull this Christmas Outreach off anyway. It was a terrible disappointment to have what was originally planned not happen but something else greater is happening which is that people are coming together. She reminded everyone that this will occur on December 21st and they hope to help around two to three hundred families.

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

COUNCIL COMMENTS

Councilwoman Angelo told Councilman Dillard that it has been a wonderful joy to work with him for the past four years and they have never had a fight. They were good colleagues to each other and she wished him luck but she is sorry that he is leaving. She added that if the weather goes well they are planning the tree lighting for 6:00 on Thursday night. Santa will be giving out presents and candy canes and then they will all go over to Karpeles Museum for hot chocolate and cookies. She wished everyone a Happy Holiday and she hopes that everyone will be well.

Councilman Brown said it has been a long year with ups and downs and he fought many battle here at this table. He can't say that he enjoyed fighting those battles but he enjoys when he wins the wars and he won a few this year. He will continue next year to fight those battles because his job is to represent the residents and the taxpayers of the City of Newburgh. That goes for all races because he doesn't sit there and vote black or any other way. He votes based on what he thinks is best for the people here in the City of Newburgh. They still have a lot of work that needs to be done and next year he looks forward to working with the new Council and getting a new Administration in to get this City moving in the direction that it needs to be moved in. He thinks that next year they need to try to get some more employee morale. They are giving some money back to the Non-Bargaining which his great but he looks forward to negotiating fair and equitable contracts with the Police Department and CSEA. They need to get the morale up and he thinks that is part of bringing this City back to where it needs to be. One of his biggest goals for the next two years is to repeal some of these taxes. He really believes that can be done by cutting some expenses, looking at some of the departments that are not run efficiently and getting them up to par and also by looking for new revenue sources. We cannot rely on the taxpayers to carry this City any more so we have to find other sources to get the City moving in the right direction. If we can repeal taxes in the next two years, it would have a great economic impact on this City and people will start taking notes that we have a City that is operating functionally and efficiently which is important to him. He added that Councilman Dillard brought him into politics and yes they did have some battles at this table. During one conversation Councilman Dillard told him, *"It's not personal, it's politics"* and from that day forward he hasn't taken anything personal when in this Chamber. He has learned the game of politics pretty quickly in the last two years and he thinks he has been playing it pretty well. He told Councilman Dillard that he has admired him since childhood and he has know him all his life so he wishes him nothing but the best. He told him that he loved him and

wished him good luck. He thanked everyone for coming tonight and wished them a Happy Holiday.

Councilman Dillard said that as 2013 draws to a close, he knows that he has been truly blessed. Thanks to everyone's support he was able to win his bid to represent the fourth County Legislative District which represents both the City and Town of Newburgh. It took a team effort with everyone pulling together to make this victory possible and he is humbled by the outpouring of support. He wanted to take this opportunity to express his sincere gratitude and to pledge that he will do everything in his power to represent Newburgh and its people to the best of his ability. He said that he is excited to begin his services on the Orange County Legislature and hopes that he can help make the lives of Newburgh's residents better every day. Tonight he has attended his last City Council meeting as a City of Newburgh Councilman. He has thoroughly enjoyed his time on this Council and he is proud of what they have accomplished. When he was first elected to the Council the City was in dire financial straits and the dysfunction was very high. Nearly four years later he is proud of the significant advances they have made to stabilize the finances and that the Mid-Broadway Project is on the verge of becoming a reality. He will continue to work hard to provide high quality affordable housing to our residents with a full service Supermarket in the community and jobs for the City residents. Although there are still interesting characters on the City Council, for the most part they have been able to put the best interest of the City ahead of personalities. More work needs to be done, however, and he expects to be a major advocate for the City and the Town at the County level. He will work hard to bring the same kind of leadership to the County that he was able to bring to this City Council. He will also make sure that the vast resources of the County are committed to the City so that the future of the City as well as its residents is bright and full of hope for a better tomorrow. He thanked everyone again for their support with his Campaign and he wished everyone and their families a very happy enjoyable holiday.

Councilwoman Lee announced that if anyone has not registered for the STAR Program they should do so by calling (518) 457-2036. She told Councilman Dillard that she is going to miss him but she wants him to know that she vows to be in the County fighting with him to get some well deserved funding here in the City of Newburgh as well as fighting to keep the Department of Social Services Commissioner from using the City of Newburgh as its dumping ground. She also wants to help him in his fight with Valley View and the redevelopment of the Orange County Building. She said that she will be at the County meetings discussing and watching him put on his warrior clothes to go to battle with the rest of the Legislators. She said that they have had some good times and not so good times but she appreciates

what he has done and thanked him for serving so she will look for him on the other side.

Mayor Kennedy said that another year is coming to an end and she is grateful for a lot of things. She is grateful for so many people that she has worked with and new people that she has met who have come together to work on solutions for the City of Newburgh. She is also grateful for a lot of the businesses and Councilman Brown is right about the taxpayers not being able to carry this burden by themselves. One of the things that a City has to do is keep encouraging business and industrial development and we have what is called the R*iver of Opportunities* right now which is why they are getting calls every week from businesses interested in moving to this City. The Department of Economic Development along with Peter Malone, a Consultant launched the *River of Opportunities* about six months ago and it is picking up steam. They are working on a website so that when people type in Newburgh, New York the first thing that pops up will be something positive instead of something negative. There has been some diligent effort made on changing the perception of the City of Newburgh so she is very grateful for everyone who is working on that. There are a lot of initiatives going on right now and not everyone knows about them all. She talked with four or five families this past weekend who are actually looking into buying a house and moving into the City of Newburgh. Every time someone does that it increases the tax base and helps all of us so that is a really good thing. She wished Councilman Dillard good luck on the County Legislature and said that they will be talking in the future on how he will be helping the City of Newburgh to move forward. Next year she wants to focus on keeping these taxes under control and if they can figure out a way to reduce them then she is with Councilman Brown one hundred percent. The tax issue is what got her into politics in the first place. She said that she wasn't a politician either but by golly she is learning and it's been quite a learning curve over the last two years. Another thing that she is focused on is traffic control because it is not safe. Driving down Broadway is difficult because you don't know who is going to back out and pulling out of her driveway on Grand Street is really dangerous because there is a slope so you can't see if someone is coming. Her other goal is to get the City cleaned up and to build pride in our City which will make more people want to be here and be a part of what is happening here. She thinks that those are things that will help make the City move forward. She agreed that this past year has been quite a ride with ups and downs but overall she sees the City moving ahead and making progress so they need to keep moving in the direction that they are going. They don't always agree with each other but never the less they are working on how to do that in a way that is diplomatic and reasonable because they are all reasonable people. She thanked everyone for their support and wished them a very wonderful holiday season.

There being no further business to come before the Council the meeting adjourned at 8:30 P.M.

LORENE VITEK
CITY CLERK