



## City of Newburgh Council Work Session

6:00 pm

March 8, 2012

### AGENDA

1. Presentations:
  - a. Land Bank update at work session, full presentation at Monday night's City Council Meeting (see Land Bank Approval Guidelines and FAQs)
2. Overview of the March 12<sup>th</sup> City Council Meeting Agenda:
  - a. Minutes of the work session of February 23, 2012
  - b. Minutes of the City Council meeting of February 28, 2012
  - c. Notice of Claim: Serena Forti v. City of Newburgh
3. Grants and Agreements:
  - a. (Res. 31) Authorizing the City's participation in the County's Stop DWI program which will provide funding up to \$3,465.00 for enhanced enforcement of laws prohibiting driving while intoxicated.
  - b. COPS Grant update
  - c. (Res. 32) Acceptance of a \$30,000 grant from Orange County to fund certain public works projects.
  - d. (Res. 33) Authorizing the application and acceptance of a sub-grant from the Solar Energy Consortium of \$25,000 per year for 2 years and establishing a budget.
  - e. Establishment of Standard Work Day for elected officials
4. Discussion Items:
  - a. (Res. 34) Local government efficiency grant submitted by the City of Peekskill for the shared redevelopment services program of the Mayor's Redevelopment Roundtable.
  - b. (Res. 35) Reappoint Chuck Thomas and Brian Burke to WAC
  - c. Districting Committee
  - d. Hours of Operation
  - e. Complaint tracking
  - f. City Hall security
  - g. Installment payment of eligible delinquent taxes
5. City Manager Discussion Items:

6. Planning and Development/Community Development
  - a. (Res. 29) CDBG Advisory Committee Membership (old business)
  - b. CDBG Sub-Recipient Grand Funding
  
7. Engineering:
  - a. (Res. 36) Requesting the NYS DOT to install a permanent traffic signal at Rev. Dr. Martin Luther King Jr. Boulevard and Fourth Street.
  - b. (Res. 37) Addendum to the agreement with McVac Environmental Services, Inc. relating to the emergency sewer main cleaning
  - c. Consolidated Iron site update
  - d. Wastewater Treatment Plant update on NYS DEC Notice of Violation related to the chemical bulk storage
  - e. Demolition bids 45 and 47 Chambers Street – bid opening on March 6; recommendation will be made at work session
  
8. Executive Session:
  - a. Pending litigation

**Empire State Develop**

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**Land Bank Approval  
GUIDELINES**

November 2011

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## I. STATUTORY AUTHORITY

New York State's Land Bank Program was established with enactment of Article 16 of the New York State Not-for-Profit Corporation Law (the "Act"). Pursuant to the provisions of the Act, governmental entities that possess the power to foreclose on tax liens are permitted to create a not-for-profit corporation whose purpose is to facilitate the return of vacant, abandoned, and tax delinquent properties to productive use. Pursuant to Section 1603 of the Act, the creation of a land bank is conditioned upon approval of the New York State Urban Development Corporation d/b/a Empire State Development ("ESD"). The Act further limits the number of land banks permitted to be created in the state to ten. These guidelines set forth the process and criteria for ESD approval of these land banks.

## II. BACKGROUND

### A. Purpose

The Legislative intent of the Act found and declared that New York's communities are important to the social and economic vitality of the state and that whether urban, suburban or rural, many communities are struggling to cope with vacant, abandoned and tax delinquent properties.

In order to combat the problem of vacant and abandoned properties, the Act permits local communities to create land banks to be utilized by communities to facilitate the return of vacant, abandoned and tax-delinquent properties to productive use. The primary focus of land bank operations is the acquisition of real property that is tax delinquent, tax foreclosed, vacant and/or abandoned, and to use the tools of the Act to eliminate the harms and liabilities caused by such properties.

### B. Application Dates

Pursuant to Section 1603(g) of the Act, the number of land banks permitted to be created within New York State is ten (10). ESD anticipates approving applications to create land banks in several rounds with the first round of approvals occurring in early 2012. The number of land banks approved in the first application round will depend on the number and quality of applications received, but will not exceed five (5). In order to be considered for approval, applications must be submitted to ESD in accordance with these guidelines by **3:00 PM on MARCH 30, 2012**. Deadlines for submitting applications for subsequent rounds will be posted on the ESD website at <http://www.esd.ny.gov/>. Applications not approved by ESD may be submitted in later rounds for consideration.

### III. APPLICATION PROCESS

#### A. Legal Requirements

In order to be considered for approval as a land bank, the Act requires the following requirements be met:

1. The applicant must be a Foreclosing Government Unit ("FGU").
2. The applicant must have adopted a local law, ordinance or resolution which specifies the following:
  - i. the name of the land bank;
  - ii. the number of members of the board of directors, which shall consist of an odd number of members, and shall be not less than five members nor more than eleven members;
  - iii. the initial individuals to serve as members of the board of directors, and the length of terms for which they are to serve;
  - iv. the articles of incorporation for the land bank, which shall be filed with the secretary of state in accordance with the provisions of the Act.
3. If two or more FGUs and/or municipalities agree to the creation of a single land bank, execution of an intergovernmental cooperation agreement authorized pursuant to a local law, ordinance or resolution of each FGU and which includes provisions for dissolution of the land bank.
4. If a school district participates in a land bank, the execution of an intergovernmental cooperation agreement with the FGU(s) that created the land bank, which provides for the membership, if any, of such school district on the board of directors of the land bank, or the actions of the land bank which are subject to approval by the school district.
5. The composition and activities of the land bank's board must comply with Section 1605 of the Act.

#### B. Application Requirements

Applicants seeking to create a land bank in accordance with the provisions of the Act must submit the following to the ESD Regional Office prior to the applicable application deadline in order to be considered:

1. A completed application available on the ESD website.
2. A copy of the local law(s), ordinance(s) and/or resolution(s) by the FGUs and/or municipalities setting forth the matters specified in Section 1603(a) of the Act.
3. Copies of any intergovernmental agreements as may be required by Sections 1603(b), (c) and (e) of the Act.
4. A copy of the proposed certificate of incorporation and by-laws of the land bank.
5. A copy of the Non-Discrimination and Affirmative Action policy of the land bank that at a minimum, shall state that the land bank shall not discriminate upon the basis of race, creed, color, sex or national origin and that any transferee or purchaser of land

bank property and every successor in interest in such property shall not discriminate upon the basis of race, creed, color, sex or national origin in the sale, lease or rental, or in the use or occupancy of the property or improvements erected or to be erected thereon or any part thereof.

#### **IV. CRITERIA FOR ASSESSMENT OF APPLICATIONS**

Applications for approval of a land bank will generally be assessed according to the following criteria:

- The nature and extent of intergovernmental cooperation among FGUs, municipalities, and school districts, and the flexibility of the proposed land bank in expanding to include additional local governments in the future.
- The nature and extent of the aggregate inventory of vacant, abandoned, tax-delinquent and tax foreclosed properties within the jurisdiction of the FGU.
- The nature and extent of capacity of the participating FGUs and municipalities to undertake acquisition, management and disposition of land bank real property, whether through existing agencies, departments and authorities, through contracts with public or private third parties, or through employees of the proposed land bank, including preliminary decisions with respect to staff of the land bank as described in Section 1606 of the Act.
- The priorities for use of real property upon disposition by the land bank, as described in Section 1609(e) of the Act.
- The nature and extent of proposed financial resources to be made available to the land bank by the FGU and participating municipalities in accordance with Section 1610(a) of the Act.
- The nature and extent of authorization for sharing of future property tax revenues in accordance with Section 1610(c) of the Act.
- The willingness of a municipality to sell to the land bank some or all of the delinquent tax liens in accordance with Section 1616 of the Act.
- The projected inventory that may be transferred to the land bank in accordance with Section 1616(h) of the Act.
- The projected inventory that may be acquired by the land bank in accordance with Section 1616(i) of the Act.
- A range of diversity in the socio-economic characteristics of the FGUs submitting proposals to the ESD in order that maximum benefit can be achieved across the state from utilization of this new tool.
- A range of diversity in the nature of the inventory that is to be the focus of the work of a land bank.

- A range of diversity in the extent of intergovernmental collaboration and cooperation reflected in the land bank proposals.
- A range of diversity in the stated mission of the proposed land banks (i.e. blight elimination, affordable housing development, market rationalization/stabilization, greening, etc.).
- The extent that the geographic area of a land bank includes or is part of a distressed community.

In addition to the criteria noted above, ESD shall approve land bank applications in a geographic proportional manner across the state and shall have the discretion to consider additional factors in determining the relative merits of any land bank application.

## **V. APPLICATION APPROVAL PROCESS**

### **A. Review and Approval of Land Bank Applications**

Applications submitted by the appropriate deadline will be reviewed by ESD staff to ensure compliance with the provisions of the Act. ESD staff may request additional information and documentation from applicants as needed. In addition, ESD staff may meet with applicants to review the application details as part of the application review process. Upon completion of the application review by ESD staff, recommendations for approval of a land bank will be made to the ESD Board of Directors in accordance with the criteria specified in these guidelines. Land banks may not be created until approval of the ESD Board of Directors.

### **B. Reporting Requirements**

Approved land banks shall report annually to ESD on or before March 15. Reports shall include a copy of the written report required pursuant to Section 1612(c) of the Act and any other documentation reasonably requested by ESD.

### **C. Terms and Conditions**

1. ESD reserves the right to approve applications under different terms and criteria than contained in these guidelines.
2. ESD reserves the right to review and reconsider application approvals in the event of material changes in the application submitted to ESD or in the event that the land bank has not been formed or utilized in a manner consistent with the provisions of the Act.

## VI. DEFINITIONS

**“Act”** shall mean Article 16 of the New York State Not-for-Profit Corporation Law.

**“Applicant”** shall mean a foreclosing government unit as defined in the Act.

**“Board of Directors”** or **“Board”** shall mean the board of directors of a land bank.

**“Land Bank”** shall mean a land bank established as a type C not-for-profit corporation established in accordance with the Act.

**“Foreclosing Governmental Unit”** or **“FGU”** shall mean a “tax district” as defined in subdivision six of section eleven hundred two of the New York State Real Property Tax Law.

**“Municipality”** shall mean a city, village, town or county other than a county located wholly within a city.

**“School District”** shall mean a school district as defined under the New York State Education Law.

**“Real Property”** shall mean lands, lands under water, structures and any and all easements, air rights, franchises and incorporeal hereditaments and every estate and right therein, legal and equitable, including terms for years and liens by way of judgment, mortgage or otherwise, and any and all fixtures and improvements located thereon.

**“Distressed Communities”** shall mean areas determined by ESD meeting certain criteria indicative of economic distress, including land value, employment rate, rate of employment change, private investment, economic activity, percentages and numbers of low-income persons, per capita income and per capita real property wealth, and such other indicators of distress as ESD shall determine.

**“Region”** shall mean the regions of New York State established pursuant to section 230 of the Economic Development Law.

**VII. ESD REGIONAL OFFICES and COUNTIES SERVED**

**Capital Region**

**Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren and Washington**

Empire State Development  
Hedley Park Place  
433 River Street, Suite 1003  
Troy, NY 12180  
P: 518-270-1130

**Central New York**

**Cayuga, Cortland, Madison, Onondaga and Oswego**

Empire State Development  
620 Erie Boulevard West - Suite 112  
Syracuse, NY 13204  
P: 315-425-9110

**Finger Lakes**

**Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates**

Empire State Development  
400 Andrews Street - Suite 100  
Rochester, NY 14604  
P: 585-325-1944

**Long Island**

**Nassau and Suffolk**

Empire State Development  
150 Motor Parkway, Suite 311  
Hauppauge, New York 11788  
P: 631-435-0717

**Mid-Hudson**

**Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester**

Empire State Development  
33 Airport Center Drive - Suite 201  
New Windsor, NY 12553  
P: 845-567-4882

**Mohawk Valley**

**Fulton, Herkimer, Montgomery, Oneida, Otsego and Schoharie**

Empire State Development

207 Genesee Street

Utica, NY 13501

P: 315-793-2366

**North Country**

**Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis and St. Lawrence**

Empire State Development

Dulles State Office Building

317 Washington Street, 2<sup>nd</sup> Floor

Watertown, NY 13601

P: 315-785-7931

**New York City**

**Bronx, Brooklyn, Manhattan, Queens and Staten Island**

Empire State Development

633 Third Avenue

New York, NY 10017

P: 212-803-3130

**Southern Tier**

**Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga and Tompkins**

Empire State Development

Binghamton Office State Office Building

44 Hawley Street, Room 1508

Binghamton, NY 13901

P: 607-721-8605

**Western New York**

**Allegany, Cattaraugus, Chautauqua, Erie and Niagara**

Empire State Development

95 Perry Street, Fifth Floor

Buffalo, NY 14203

P: 716-846-8200

## ATTACHMENT

# Land Banking Q&A

### 1. What is the *intent* of the new New York Land Bank Act (LBA)?

To allow localities to create Land Banks "to facilitate the return of vacant, abandoned, and tax delinquent properties to productive use" by acquiring such properties and using the LBA's tools to "eliminate the harms and liabilities caused by such properties."

### 2. What are the primary "*harms and liabilities*" created by vacant, abandoned, and tax delinquent properties that the LBA is designed to redress?

These properties represent lost revenues and large costs to local governments. Costs include demolition, effects of safety hazards, and spreading deterioration of neighborhoods—including resulting mortgage foreclosures.

### 3. Who may create a Land Bank?

Any "Foreclosing Governmental Unit" (FGU) may create a Land Bank by adopting a local law, ordinance, or resolution which specifies the name of the Land Bank; the number of Board members (between 5 and 11); the initial Board Members and the length of their terms; the qualifications, manner of selection, and terms of office of Board Members; and Articles of Incorporation (to be filed with the Secretary of State).

An FGU is a "tax district" (as defined in the RPTL)—basically a municipality (county, city, town or village). Two or more FGUs may enter into an intergovernmental cooperation agreement, which creates a single Land Bank to act on behalf of such FGUs.

Any FGUs and any municipality and/or any school district may enter into such an agreement. Where a school district participates, the agreement must specify the membership, if any, of the school district on the Land Bank's Board. (Where multiple FGUs jointly create a Land Bank, each FGU is given at least one appointment to the Board.) Any public officer or municipal employee is eligible to serve as a Board Member. Board members serve without compensation but may be reimbursed for expenses incurred in the performance of their duties.

### 4. What is the *geographical jurisdiction* of a Land Bank?

Jurisdiction is limited to the geographical boundaries of the entity or entities that created it. In the case of a county, a Land Bank may only acquire real property outside the boundaries of any other Land Bank created by any other FGU located partially or entirely within the county.

### 5. What is the *legal structure* of a Land Bank?

It is structured (similar to Local Development Corporations) as a Type C not-for-profit corporation because special state legislative action is required to create municipal authorities.

### 6. Does the *State* play any *role* in the approval or oversight of Land Banks?

Yes. No more than 10 Land Banks may exist in the State at any one time. FGUs proposing to establish a Land Bank must submit their enabling legislation to the Urban Development Corporation (dba ESD) for its review and approval.<sup>1</sup> A Land Bank cannot be created without such approval. The Office of the State Comptroller (OSC) and the Authorities Budget Office (ABO) are empowered to audit any Land Bank. As a Type C not-for-profit corporation, Land Banks *may* also be subject to registration with and reporting to the Attorney General's Charities Bureau under Executive Law §172. In "Land Bank Approval GUIDELINES," issued by Empire State Development in November 2011, ESD purports to require land banks to report to it annually (p. 4).

### 7. What *staff* is available to a Land Bank?

Any permanent or temporary agents and employees as it may require. It may also enter into contracts and agreements with municipalities for staffing services to be provided by one to the other.

### 8. What *powers* does the Land Bank have?

All powers necessary to carry out the purposes and provisions of the LBA. Such powers specifically include (but are not limited to): to sue and be sued in its own name, including actions to clear title to property of the Land Bank; to make contracts, give guarantees and incur liabilities, and borrow money at such interest rates as

it determines; to issue negotiable revenue bonds and notes; to procure insurance or guarantees from the State or the Federal Government of the payment of any debts incurred by the Land Bank, and to pay premiums in connection therewith; to enter into necessary contracts and other instruments, including intergovernmental agreements, or necessary to the performance of functions on behalf of municipalities (or of municipal agencies or departments) or the performance by such entities of functions on behalf of the Land Bank; to procure insurance against losses in connection with the assets or activities of the Land Bank; to invest the Land Bank's money in instruments, obligations, securities, or property deemed proper by the Board; to enter into contracts for the sale of the Land Bank's real property, or for the collection and management of rent; to design, develop, construct, demolish, rehabilitate, renovate, relocate, and otherwise improve real property (or interests therein); to charge and collect rents, fees and charges; to grant or acquire interests in real property; to enter into collaborative relationships with public and private entities (including municipalities) for the ownership, management, development, and disposition of real property; to develop a redevelopment plan to be approved by the FGU or FGUs; to be subject to municipal building codes and zoning laws; and to enter into agreements with FGUs for the distribution of revenues to the FGU and school district.

The provisions of the LBA are to be "construed liberally" to effectuate the LBA's legislative intent and purposes "as complete and independent authorization" for the performance of every "act and thing" authorized therein. In the exercise of its powers and duties and its powers relating to the property held by the Land Bank, "the Land Bank shall have complete control as fully and completely as if it represented a private property owner and shall not be subject to restrictions imposed by the charter, ordinances, or resolutions of a local unit of government."

**9. Are there any *limits to the Land Bank's powers*?**

Yes. Its only powers are those necessary to achieve the objectives and purposes of the LBA. It is expressly denied the power of eminent domain. And it is subject to local zoning laws and building codes.

**10. How must a Land Bank *award contracts*?**

The Land Bank may not award any construction, demolition, or renovation and reconstruction contract greater than ten thousand dollars, except to the lowest qualified, responsible and reliable bidder. (It may award such contracts "for any subdivision of work" for which it receives bids.) It may, however, reject any or all bids or waive any informality in a bid if it believes that the public interest will be promoted thereby. It may also reject any bid, if in its judgment, "the business and technical organization, plant, resources, financing standing, or experience of the bidder" justifies such rejection "in view of the work to be performed."

**11. What are the *fiscal implications of the Land Bank to the FGU(s) that created it*?**

The Land Bank's real property and its income and operations are exempt from all taxation by the State and its political subdivisions. However, the municipality or other FGUs that create the Land Bank are free to negotiate the terms and conditions for conveying real property to the Land Bank, including agreements for the distribution of Land Bank revenues to the participating FGUs and school district(s). Any municipality may convey to a Land Bank any real property (or interests therein) on such terms and conditions as determined by the transferring municipality. However, Land Banks may only acquire real property from entities other than political jurisdictions if the real property is tax delinquent, tax foreclosed, vacant or abandoned—unless the agreement to purchase is made consistent with an approved redevelopment plan.

A municipality may contract to sell delinquent tax liens to a Land Bank for more or less than the face amount of the tax liens sold. If no municipality elects to tender a bid at a judicially ordered sale, the property is deemed to be sold to the Land Bank, if the Land Bank tenders a bid at an amount equal to the total of all municipal claims and liens which were the basis for the judgment—regardless of any bids by any other third parties. A Land Bank may receive funding through grants and loans from the FGU(s) that created it, from other municipalities, from the state, from the federal government and from other public and private sources. It may receive and retain payments for services rendered, for rents received, as consideration for disposition of real and personal property, for insurance proceeds, for investment income, and for any other lawfully permitted asset and activity.

A municipality, school district or any taxing district may allocate to a Land Bank, by lawfully adopted local law or resolution, in accordance with regulations adopted by DTF, 50% of the real property taxes collected "on any specific parcel of real property" for a period of 5 years.

A Land Bank may issue bonds for "any of its corporate purposes," with principal and interest to be secured by pledge of and paid from its revenues. Such bonds are "limited obligations" of the Land Bank and "shall not constitute an indebtedness or pledge of the general credit" of any FGU "within the meaning of any constitutional or statutory limitation of indebtedness." Such bonds or other obligations of a Land Bank "shall not be a debt of any municipality or of the State of New York" and neither the members of the Land Bank nor any person executing the bonds shall be liable personally on such bonds. Such bonds are deemed to have all the qualities of negotiable instruments under NYS law.

A major fiscal benefit of a successful Land Bank is the multiplier impacts on surrounding property values of rehabilitating and redeveloping vacant, abandoned and foreclosed properties which were not only yielding little if any property tax revenues of their own, but were depressing the property values and property tax revenues of nearby properties.

## 12. Will the activities of a Land Bank be transparent and open to public scrutiny?

Yes. The Land Bank must "maintain and make available for public review and inspection" a complete inventory of all property received by the Land Bank, including the purchase price, if any, for each parcel received; the current assessed value assigned to the property; and the amount, if any, owed to the locality in real property taxes. All parcels received must be added to the inventory within one week of acquisition and must remain on the inventory for one week prior to disposition. Failure to comply with this requirement for any parcel shall cause such acquisition to be null and void.

The Land Bank must, similarly, maintain and make available for public review and inspection a complete inventory of all real property dispositions by the Land Bank. This must include a complete copy of the sales contract, including any form of compensation received by the Land Bank or any other party. All property dispositions must be listed on the property disposition inventory within one week of the disposition and must remain on the inventory indefinitely. Failure to comply will subject the Land Bank to a civil penalty and the possibility of an action by the Attorney General or District Attorney to seek rescission of the transaction. All real property acquired by the Land Bank must be held in its own name, regardless of the identity of the transferor.

In creating a Land Bank, the enabling legislation may require that any disposition of real property (or any such disposition within specified jurisdictions) be subject to specified voting and approval requirements of the Board. Otherwise, the Board may delegate to officers and employees of the Board the authority to execute any agreements or conveyances.

Also, the enabling legislation may establish a "hierarchical ranking" of priorities for the use of real property conveyed by a Land Bank, including but not limited to:

1. Use for purely public spaces and places
2. Use for affordable housing
3. Use for retail, commercial and industrial activities
4. Use for wildlife conservation
5. Such other uses and in such hierarchical order as determined by the FGU(s).

The Board of a Land Bank must keep minutes and a record of all its proceedings and will be generally subject to the Open Meetings Law and the Freedom of Information Law (FOIL).

The Land Bank must hold a public hearing prior to financing or issuance of bonds and consider the comments received, including "accommodation of the public interest," with the actions taken accommodating the public interest if "deemed in the best interest of the community."

The Land Bank must annually, by March 15th of each year, through its chairperson, deliver in oral and written form, a report to the municipality (to its governing body or board), describing in detail the projects undertaken, the monies expended, and the administrative activities of the past year. At the conclusion of the presentation, the chairperson must be prepared to answer the questions of the municipality with respect to these matters.

No member or employee of a Land Bank may acquire any direct or indirect interest in real property of, to be acquired by, or to be acquired from the Land Bank, or may have any direct or indirect interest in any contract for materials or services to be furnished or used by a Land Bank.

**13. To what extent are *Land Banks treated as state or local agencies?***

They are treated as state agencies for the limited purpose of promoting employment and business opportunities for minority and women-owned business enterprises (M/WBEs). They are treated as "local authorities" under the Public Authorities Law. As local authorities, they are subject to the Public Authorities Accountability Act of 2009 (including review by the Authorities Budget Office), and are considered an "agency" for purposes of compliance with the State Environmental Quality Review Act (SEQRA). They are also subject to FOIL and the Open Meetings Law.

**14. Do Land Banks receive any *special preferences or benefits in bidding for or purchasing tax delinquent properties?***

Yes. A municipality may enter into a contract to sell some or all of its delinquent tax liens to a Land Bank, under terms and conditions set by the municipality, at more or less than the face amount of the tax liens sold. Property owners are to be given at least 30 days advance notice of such sale, but the failure to provide such notice does not "in any way" affect the validity of the sale.

Prior to commencing a foreclosure action, the Land Bank must give the municipality a list of the liens to be foreclosed 30 days in advance by certified mail. At the sole option and discretion of the municipality, it may repurchase liens on the foreclosure list from the Land Bank at a price equal to the amount of the lien plus any accrued interest and collection fees incurred by the Land Bank. Such a tax lien sale will not operate to shorten the otherwise applicable redemption period or change the otherwise applicable interest rate. Upon the expiration of the redemption period, the purchaser of a delinquent tax lien (or its successor) may foreclose the lien in an action to foreclose a mortgage (following the procedure prescribed for the foreclosure of mortgages). The amount required to redeem the lien or the amount received upon sale of the property, will include reasonable and necessary collection costs, attorneys' fees, legal costs, allowances, and disbursements.

Real Property Tax Law Article 11, Title 5 applies as far as is practicable to a contract for the sale of tax liens pursuant to the LBA. The referenced title of the RPTL sets forth procedures for a tax district to enter into a contract to sell delinquent tax liens to the NYS "municipal bond bank agency" (Bond Bank). Authorities of the Land Bank under the LBA parallel those (in this regard) of the Bond Bank. *Where a party to a judicial foreclosure sale or a prospective purchaser seeks to inspect the real property prior to conveyance to ascertain to what extent it is "environmentally impaired" and permission to enter has been refused, such party or prospective purchaser may petition the court for "license to so enter," stating in the motion (and affidavits, if any) "the facts making such entry necessary," and the date(s) on which entry is sought. The court is required to grant such motion "in an appropriate case upon such terms as justice requires." N.Y. REAL PROP. TAX LAW §1194.11.*

If the court orders a public sale (pursuant to the RPTL) and the purchaser is the Land Bank, the form, substance and timing of the Land Bank's payment of the sales price "may be according to such agreement as is mutually acceptable to the plaintiff and the Land Bank." This obligation "shall be deemed to be in full satisfaction of the tax claim which was the basis for the judgment."

Notwithstanding any other provisions of law, if no municipality elects to tender a bid at judicially ordered sale, the Land Bank may tender a bid in an amount equal to the total of all municipal claims and liens which were the basis for the judgment. If the Land Bank makes such a tender, the property shall be deemed sold to the Land Bank regardless of any other bids by third parties. The Land Bank's agreement to pay (where acceptable to the plaintiff) shall be deemed to be in full satisfaction of the municipal claim which was the basis for the judgment. The Land Bank, as purchaser, "shall take and forever thereafter have, an absolute title to the property sold, free and discharged of all tax and municipal claims, liens, mortgages, charges and estates of whatsoever kind." The deed is to be executed, etc. and delivered to the Land Bank within 30 days of the sale.

**15. What *environmental liability* does a municipality, FGU, and/or Land Bank have for an *environmentally impaired property acquired by a Land Bank?***

(This is not addressed in the LBA.) If the Land Bank acquires the impaired property directly without the involvement of the municipality or FGU, there should be no liability on the part of the municipality or the FGU.

All of these entities, to the extent they meet the definition of a "municipality" (defined under the NYS Brownfield Cleanup Program Law as a "public corporation," including a "local public authority"), are exempt from State Superfund liability under the Municipal Liability Exemption of §27-1323.2. (Note that the LBA amends the Public Authorities Law to include a "land bank corporation" in the definition of "local authority.") The Mu-

municipal Liability Exemption applies where the public corporation acquired the property "involuntarily." Involuntary acquisition includes acquisition by the entity "in its sovereign capacity" including but not limited to the following:

- pursuant to abandonment proceedings or bequest
- acting as a conservator or receiver pursuant to a clear and direct statutory mandate or regulatory authority
- acquisition of assets through foreclosure and its equivalents, or otherwise, in the course of administering a tax lien, a loan, a loan guarantee, etc.
- acquisition pursuant to seizure, injunction, condemnation, or forfeiture authority—provided that such ownership or control is not retained primarily for investment purposes

If a municipality or FGU qualified for the municipal liability exemption and then transferred its interest in the property to the Land Bank, such conveyance would not cause it to lose its exemption, regardless of the actions subsequently taken by the Land Bank.

The exemption does not apply if the public corporation is a "responsible party" or "participates in the development" of the site—including carrying out, or permitting the carrying out, of any above-grade improvements to the site (or any environmental investigation or remediation except for improvements that are carried out as part of a site remedial program under the BCP law or in furtherance of site safety).

Any public corporation that has taken possession of a site must notify NYSDEC of any hazardous waste release within 10 days of obtaining actual knowledge of such release (unless a shorter notice period is required under any other provision of law). Failure to do so voids the exemption.

Note that the State Municipal Liability Exemption is arguably not quite as extensive as that under Federal CERCLA, where "involuntary acquisition" includes acquisition through bankruptcy, tax delinquency, abandonment, or other circumstances when acting in a "sovereign" capacity.

#### Endnote

1. ESD, in "Land Bank Approval GUIDELINES," issued November 2011, announced a segmented application acceptance and approval process (to eliminate any advantage on the part of early applicants), along with a list of 14 "criteria for assessment of applications," many of which go beyond the criteria set forth in the Land Bank Act. It also stated its intention to "approve land bank applications in a geographic proportional manner across the state"—a restriction advisedly not included by the Legislature.



## CITY COUNCIL AGENDA

March 12, 2012

7:00 pm

### Mayor:

Prayer  
Pledge of Allegiance

### City Clerk:

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

### Presentations:

3. Land Bank Update

### Communications:

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

### Comments from the public regarding the agenda:

### Comments from the Council regarding the agenda:

### City Manager's Report:

5. Resolution No. 31 - 2012  
A resolution authorizing the City Manager or the Chief of Police, as Manager's designee, to execute an agreement with the County of Orange confirming the City of Newburgh's participation in the Stop DWI Program for the period of March 15, 2012 to May 31, 2012 providing the City with an amount not to exceed \$3,465.00.
6. Resolution No. 32 - 2012  
A resolution authorizing the City Manager to execute an agreement with the County of Orange to provide for reimbursement of funds to the City of Newburgh with respect to certain urban renewal (public works) projects for the period January 1, 2012 to December 31, 2012 in the amount of \$30,000.00.

7. Resolution No. 33 – 2012  
A resolution authorizing the City Manager to apply for and accept a sub-grant from the Solar Energy Consortium of \$25,000.00 per year for two years and estimating a budget.
  
8. Resolution No. 34 – 2012  
A resolution in support of an application being submitted by the City of Peekskill for a local government efficiency grant supporting the shared redevelopment services program of the Mayor's Redevelopment Roundtable.
  
9. Resolution No. 35 – 2012  
A resolution re-appointing Brian Burke and Chuck Thomas as members of the Waterfront Advisory Committee.
  
10. Resolution No. 36 – 2012  
A resolution asking the State of New York Department of Transportation to conduct a formal investigation and study in connection with Case Number 812-3632; the City of Newburgh's request for the permanent installation of a traffic signal on Rev. Dr. Martin Luther King, Jr. Boulevard at Fourth Street in the City of Newburgh, County of Orange.
  
11. Resolution No. 37 – 2012  
A resolution authorizing the City Manager to enter in an addendum to a contract with McVac Environmental Services, Inc. and amending Resolution No. 238-2011, the 2012 Budget for the City of Newburgh, New York for emergency sewer main cleaning at the Water Department.

Old Business:

12. Resolution No. 29 – 2012  
A resolution appointing members to the Community Development Block Grant Advisory Committee.

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

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

Thursday, February 23, 2012

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

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

Call to Order: The meeting was called to order by City Manager Richard F. Herbek at 6:00 pm.

Executive Session: At 7:50 p.m. a motion was made by Councilwoman Gay Lee and seconded by Mayor Judy Kennedy to enter into executive session regarding matters of pending litigation.

YES: 5 NO: 0 CARRIED

Adjournment: Upon consensus the Council adjourned the meeting noting the time as 9:40 p.m.

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

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

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

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

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

CARRIED

## COMMUNICATIONS

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

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

CARRIED

## COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

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

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

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

## COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

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

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

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

RESOLUTION NO.: 27 - 2012

OF

FEBRUARY 28, 2012

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

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

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

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

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

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

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

WHEREAS, this grant does not require a match;

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

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

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

ADOPTED

RESOLUTION NO.: 28 - 2012

OF

FEBRUARY 28, 2012

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

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

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

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

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

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

1. That Habitat homes are sold as single family homes, at no profit, constructed in part with sweat equity from the prospective homeowners and financed with affordable no interest mortgages; and
2. That Habitat will rehabilitate, and obtain Certificates of Occupancy for 45 Chambers Street and 47 Chambers Street from the City Building Department within eighteen (18) months from the date of taking title; and
3. A closing will take place on or before June 1, 2012 and upon the resale to the owner-occupants, the properties shall become subject to taxation.

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

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Habitat for Humanity of Greater Newburgh, Inc., and their employees, agents, volunteers and contractors for access to 45 Chambers Street and 47 Chambers Street for predevelopment and construction activity in connection with the joint rehabilitation project with the Newburgh Community Land Bank.

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

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

Councilwoman Lee again asked where the funds come from.

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

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

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

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

ADOPTED

## LICENSE AGREEMENT

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

### WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, known as 45 Chambers Street and 47 Chambers Street, and more accurately described as Section 30, Block 4, Lot 12 and Section 30, Block 4, Lot 11, respectively, on the official tax map of the City of Newburgh.

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

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

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 45 Chambers Street and 47 Chambers Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain tasks on said property owned by Licensor, including but not limited to cleaning, excavating, filling, boring, testing, sampling, restoration, construction and any and all other work appurtenant thereto.

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

Third: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting

from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

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

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

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

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By:

\_\_\_\_\_  
Richard F. Herbek, City Manager

HABITAT FOR HUMANITY OF GREATER  
NEWBURGH, INC.

LICENSEE

By:

\_\_\_\_\_  
Cathy Collins, Executive Director

RESOLUTION NO.: 29- 2012

OF

FEBRUARY 28, 2012

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

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

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

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

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

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

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

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

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

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

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

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

Councilwoman Angelo said that she agrees this should be tabled.

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

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

**TABLED**

RESOLUTION NO.: 30 - 2012

OF

FEBRUARY 28, 2012

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

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

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

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

ADOPTED

## GENERAL COMMENTS

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

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

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

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

Mayor Kennedy agreed that we need to resolve this.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PRESENTATIONS

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

## COMMENTS FROM THE COUNCIL

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

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

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

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

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

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

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

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

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

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

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

LORENE VITEK  
CITY CLERK



# CITY OF NEWBURGH

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

LORENE VITEK  
CITY CLERK

KATRINA COTTEN  
LISETTE ACOSTA-RAMIREZ  
DEPUTY CLERKS

## MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

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

DATE: February 22, 2012

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

Attachment

Cc City Manager ✓  
Mayor & Council

In the Matter of the Claim of

RECEIVED  
FEB 22 2012  
CITY CLERK

TO:

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

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

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

mailing address:  
103 Gardnertown Rd  
Newburgh NY 12550

2. The nature of the claim:

damage to car on passenger side.

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

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

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

2011 Toyota Corolla, passenger side.

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

pictures included - finger indicates where the damage was.

The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated:

Serena Forti

The name signed must be printed beneath

The name signed must be printed beneath

Attorney(s) for Claimant(s)  
Office and Post Office Address, Telephone Number  
SYLVIA BARBERO LEVY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BA6220695  
Qualified in Dutchess County  
My Commission Expires April 19, 2014

CORPORATE VERIFICATION

State of New York, County of ss.:

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

This verification is made by deponent because said claimant is a corporation, and deponent an officer thereof, to wit its The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

INDIVIDUAL VERIFICATION

State of New York, County of Orange ss.:

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

Sylvia Barbero Levy

Sworn to before me, this 21<sup>st</sup> February day of 2012

Sworn to before me, this day of

In the Matter of the Claim of

Notice of Claim Against

Attorney(s) for Claimant(s)  
Office and Post Office Address

Royal Auto Detail Inc.  
320 Dupont Avenue  
Newburgh, NY 12550

# Sales Receipt

Date 2/17/2012  
Sale # 992911

Sold To  
CASH  
Newburgh, NY 12550  
USA

Check #

Payment Method Cash

| Description  | Qty | Rate   | Amount  |
|--|-----|--------|---------|
| Complete Exterior Detail<br><br>Buffed exterior to remove scratches in the clear coat and waxed vehicle. | 1   | 140.00 | 140.00T |

[www.RoyalAutoDetail.com](http://www.RoyalAutoDetail.com)

Thank You

Subtotal \$140.00  
Sales Tax (8.125%) \$11.38  
Total \$151.38

**Royal Auto Detail Inc.**  
RoyalAutoDetail@aol.com  
[www.RoyalAutoDetail.com](http://www.RoyalAutoDetail.com)

845-569-8628  
Fax 845-569-8628



# NEWBURGH TOYOTA

2934 Route 9W, NEW WINDSOR, NY 12553  
 Sales (845) 561-0340 Fax (845) 561-5082  
 SERVICE (845) 562-7171  
 PARTS DIRECT (845) 565-0033  
 Web Site: www.newburghtoyota.com



SOLD TO **SERENA A FORTI**

INVOICE **14286**

ADDRESS **3204 RTE 9W 1D  
 NEW WINDSOR NY 12553**

DEAL #: **58582**  
 DATE **01/18/12**

(H): (845)562-3000 (W): (845)564-1700

| YEAR | NEW OR USED | MAKE   | COLOR | MODEL   | INVOICE | STOCK NO. | CUSTOMER NO. | MODEL NO. | SOURCE |
|------|-------------|--------|-------|---------|---------|-----------|--------------|-----------|--------|
| 2011 | NEW         | TOYOTA | RED   | CONELLA | 14286   | 00721163  | 59326        | 1538      |        |

V.I. OR SERIAL NO. **2T1BU4EE28C721163**

SALESMAN NAME AND NO. **JEAN CROFFO**

KEY NUMBERS **63767**

| DESCRIPTION | ACCT. NO. | SALE |
|-------------|-----------|------|
| CONELLA     |           | 1538 |

**OPTIONAL EQUIPMENT AND ACCESSORIES**

|   |       |                 |
|---|-------|-----------------|
| TIRE TAX 3144                               |       | 12.5            |
| USED VEHICLE - RETAIL                       | 4300  |                 |
| USED VEHICLE - WHOLESALE                    | 4340  |                 |
| EXTENDED SERVICE AGREEMENT                  | 47    | 65.00           |
| INSPECTION FEE                              | 80.40 |                 |
| DOC FEE**                                   | 80.40 | 12.5            |
| SALES TAX                                   | 31.1  | 7.5             |
| <b>TOTAL CASH PRICE</b>                     |       | <b>1592.5</b>   |
| FINANCING                                   |       | 21396.00        |
| INSURANCE                                   | 3229  |                 |
| <b>TOTAL TIME PRICE</b>                     |       | <b>21725.00</b> |
| DEPOSIT                                     | 3020  | 4125.00         |
| CASH ON DELIVERY                            | 2040  |                 |
| REBATE                                      | 2240  | 1000.00         |
| TRADE-IN ALLOWANCE<br>LESS LIEN<br>PAYMENTS |       |                 |
| MONTHS DOLLARS<br>@ PER MONTH               |       |                 |
| <b>TOTAL</b>                                |       | <b>21396.00</b> |

RETAIL:  
 MILEAGE:  
 CYL : 4  
 TRANS : A

**TOYOTA MOTOR CREDIT CORPORATION**  
 MV 5250 INTERSTATE N CIRCLE NW  
 ATLANTA GA 30339

INSPECTION NO.

All warranties on this vehicle are the manufacturer's. The Seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. This disclaimer by the Seller in no way affects the terms of the Manufacturer's Warranty.

\*\*\*DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES (IF APPLICABLE). THIS IS NOT A DMV FEE \*\$75.00\*

**DESCRIPTION OF TRADE-IN**

| YEAR               | MAKE | BODY COLOR | MODEL |
|--------------------|------|------------|-------|
|                    |      |            |       |
| V.I. OR SERIAL NO. |      |            |       |
| YEAR               | MAKE | BODY COLOR | MODEL |
|                    |      |            |       |
| V.I. OR SERIAL NO. |      |            |       |

**USED VEHICLE CERTIFICATION**

"IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, NEWBURGH TOYOTA, THE DEALER NAMED ABOVE, CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY."

RESOLUTION NO.: 31 - 2012

OF

MARCH 12, 2012

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

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

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

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

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



## INTER-MUNICIPAL AGREEMENT

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

### ARTICLE 1. SCOPE OF AGREEMENT

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

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

### ARTICLE 2. TERM OF AGREEMENT

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

### ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

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

### ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

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

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

#### **ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING**

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

#### **ARTICLE 6. BOOKS AND RECORDS**

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

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

#### **ARTICLE 7. RETENTION OF RECORDS**

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

#### **ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS**

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

#### **ARTICLE 9. INDEMNIFICATION**

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

#### **ARTICLE 10. TERMINATION**

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

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

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

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

**ARTICLE 11. GENERAL RELEASE**

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

**ARTICLE 12. SET-OFF RIGHTS**

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

**ARTICLE 13. GOVERNING LAW**

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

**COUNTY OF ORANGE**

By: \_\_\_\_\_  
Edward A. Diana  
County Executive

DATE: \_\_\_\_\_

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

**ARTICLE 14. ENTIRE AGREEMENT**

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

**ARTICLE 15. MODIFICATION**

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

**MUNICIPALITY**

By: Michael D. FERRARA  
Name: Michael D. Ferrara  
Title: Police Chief

DATE: 2-24-12

## **SCHEDULE A**

### **ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.**

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

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

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

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

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

### **DATA SUBMITTAL.**

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

### **AWARD OF FUNDS.**

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

### **FIRST ENFORCEMENT PERIOD AWARD.**

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

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

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

RESOLUTION NO.: 32 - 2012

OF

MARCH 12, 2012

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

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

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

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

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

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

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

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

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

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

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

1. The **County** will pay to the **City**, for the Capital Improvements, an annual amount, not-to-exceed **THIRTY THOUSAND (\$30,000.00) DOLLARS**. The **City** shall submit any and all documentation in support of such expenditures or the **County** may require fees under this **Agreement** as so that it may evaluate the reasonableness of the charges. All such requests shall be reasonable in time and scope; and
2. Proceeds shall be paid to the **City** for eligible costs based upon approved requests for payments. All requests for payments shall be directed to the Orange County Department of Public Works. Each request for payment shall include an itemization of all monies due for eligible costs, labor performed and/or materials supplied for the period covered by the request, a statement describing the eligible expenses, work that was performed using such labor and material, and a release of liens by subcontractors, laborers or material suppliers. Other appropriate receipts, invoices, bills or other documentation evidencing the expenditures to be reimbursed shall be appended to the request forms. As a condition of receiving payment, the **City** shall deliver to the **County** complete releases from all

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

3. The **City** agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this **Agreement**. The **City** agrees to retain all books, records, and other documents relevant to this **Agreement** for six (6) years after the payment or termination of this **Agreement**, whichever occurs later. **County**, State and/or Federal auditors, and any other persons duly authorized by the **County**, shall have full access and the right to examine any of said materials during said period; and
4. All provisions of Federal, State and local laws, rules, regulations and ordinances governing non-discriminatory practices; warranties against collusion; solicitation or procurement; warranties against conflicts of interest and compliance with applicable ethics laws; confidentiality; fair practices and other legally imposed safeguards shall apply; and
5. This **Agreement** shall be subject to such further agreements or amendments, as the parties deem appropriate and necessary. Neither party shall assign or subcontract its duties, practices or responsibilities to a third party without the express written permission of the other. Neither party shall be a subrogee of the other, nor be responsible to defend, indemnify or hold harmless the other as to third parties but for their own errors, acts and omissions which causes the other party to suffer a loss; and
6. The **County** shall have the right to terminate this **Agreement** at any time without recourse and, upon thirty- (30) days written notice to the other. Should the **County** terminate this **Agreement** prior to its expiration date for reasons other than **City's** default, the **County** shall pay unto the **City** the earned portion of the total contract **Agreement**; and
7. The **County** shall have no liability under this **Agreement** to the **City** or, to anyone, beyond funds appropriated and available for this **Agreement**; and
8. The **City** shall provide proof of Workers' Compensation and Disability Coverage's as required by the New York State Worker's Compensation Board and same shall be attached to this **Agreement**; and

9. This **Agreement** shall be governed by the laws of the State of New York. The **City** shall render all services under this **Agreement** in accordance with all applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered; and
10. The rights and obligations of the parties, and their respective agents, successors and assigns, if any, shall be subject to and governed by this **Agreement** as well as any amendments or attachments thereto; and
11. The acceptance by the **City** or its assignees of the payment under this **Agreement**, whether by invoice, judgement of any court of competent jurisdiction, or administrative means, shall constitute as a general release to the **County** from any and all claims of the **City** out of the performance of this **Agreement**.

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

**CITY OF NEWBURGH:**

**COUNTY OF ORANGE:**

\_\_\_\_\_  
**Richard F. Herbek**  
**City Manager**

\_\_\_\_\_  
**Edward A. Diana**  
**County Executive**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF NEW YORK WORKERS' COMPENSATION BOARD  
**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP  
 SELF-INSURANCE**

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

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

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

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

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

Certified by:   
 (Signature)

Title: PROGRAM MANAGER/PRESIDENT

Telephone Number 516-750-9405

## WORKERS' COMPENSATION LAW

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

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

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

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

GSI-105.2 (2-02) Reverse



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

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

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

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

|  |   |
|--|---|
| <p align="center"><b>In the Application of<br/>(Legal Entity Name and Address):</b></p> <p>CITY OF NEWBURGH<br/>83 BROADWAY<br/>NEWBURGH, NY 12550<br/>PHONE: 845-569-7319 FEIN: XXXXX2329</p> | <p align="center"><b>Business Applying For:</b><br/>OTHER: EXEMPTION OF DISABILITY INSURANCE</p> <p>From: ORANGE COUNTY</p> |
|--|---|

**Workers' Compensation Exemption Statement:**

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

**Disability Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:  
The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

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

|  |                                  |  |
|--|----------------------------------|--|
| <b>SIGN<br/>HERE</b>   | Signature: <i>Cheryl A Gross</i> | Date: 6/21/11  |
| <p align="center"><b>Exemption Certificate Number</b><br/><b>2011-012295</b></p> |                                  | <p align="center"><b>Received</b><br/><b>March 16, 2011</b><br/><b>NYS Workers' Compensation Board</b></p> |



*Edward A. Diana*  
County Executive

**ORANGE COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**Charles W. Lee, P.E.**  
*Commissioner*

**P.O. Box 509, Route 17M  
Goshen, New York 10924-0509**  
TEL (845) 291-2750 FAX (845) 291-2778  
**www.orangecountygov.com**

February 10, 2012

Mayor Nicholas Valentine  
City of Newburgh  
83 Broadway, City Hall  
Newburgh, NY 12550

RE: **AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE  
CITY OF NEWBURGH FOR THE FUNDING OF CERTAIN  
URBAN RENEWAL PROJECTS - 2012**

Dear Mayor Valentine:

Enclosed herewith, is the Agreement between the County of Orange and the **City of Newburgh** for the Funding of Certain Urban Renewal Projects with your municipality.

Please execute and return to our office the following:

- 1.) Original Agreement signed, dated and with corporate seal.
- 2.) Resolution enacted by your municipality to enter into the Agreement. Resolution must be original, and certified by the clerk, with your corporate seal.
- 3.) Proof of Workers' Compensation and Disability Coverage's as required by the New York State Workers' Compensation Board. If your municipality uses the exemption, the form is CE-200 ( attached are your last submittals)
- 4.) List of projects to be included under this Agreement.

Thank you for your prompt attention in this matter.

Very truly yours,

Charles W. Lee, P.E.  
Commissioner

CWL/kw  
Enclosures

RESOLUTION NO.: 33 - 2012

OF

MARCH 12, 2012

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

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

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

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

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

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

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

GRANT FUND

Revenue:

|   |             |
|---|-------------|
| CG.3412.4787.4001.2013                    |             |
| New York Renewable Energy Cluster Program | \$50,000.00 |

Expenditures

|                        |             |
|------------------------|-------------|
| CG.3412.0448.4001.2013 |             |
| Other Services         | \$50,000.00 |

## Subaward Agreement

|   |  |   |  |
|---|--|---|--|
| Institution/Organization ("TSEC")<br>Name: The Solar Energy Consortium, Inc.<br>Address: 434 Old Neighborhood Road<br>Kingston, NY 12401158   |  | Institution/Organization ("Subrecipient")<br>Name: City of Newburgh<br>Address: 83 Broadway<br>Newburgh, NY 12550                           |  |
| Prime Award No.:<br>01-79-14136   |  | Subaward No.:<br>12550  |  |
| Awarding Agency: US Dept. of Commerce, Economic<br>Development Administration (EDA)   |  | CFDA No.:<br>11.307   |  |
| Invoice Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other:<br>Invoices should be sent to TSEC's Administrative Representative. |  | Cost Sharing Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Description and dollar value of contribution: |  |
| Subaward Period of Performance:<br>October 1, 2011-September 30,<br>2013  | Estimated Project Period<br>(If incrementally funded): | Amount Funded this<br>Action: \$50,000  | Est. Total (if incrementally funded):<br>N/A |
| Project Title: New York Renewable Energy Cluster Program  |  |   |  |
| Reporting Requirements [Check here if applicable <input type="checkbox"/> : See Attachment 4]   |  |   |  |

### Terms and Conditions

- 1) TSEC hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of TSEC.
- 2) TSEC shall reimburse Subrecipient quarterly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), cost descriptions (including task), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference TSEC's subaward number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to TSEC's Financial Contact, as shown in Attachment 3, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. TSEC shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.
- 9) No-cost extensions require the approval of the TSEC. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.



**Attachment 1  
Subaward Agreement  
Certifications and Assurances**

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

**Certification Regarding Lobbying**

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the TSEC.
- 3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**Debarment, Suspension, and Other Responsibility Matters**

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

**OMB Circular A-133 Assurance**

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

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

**Attachment 2  
Subaward Agreement  
Prime Award Terms and Conditions**

Standard award terms and conditions, see attachments:

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

Award specific terms and conditions:

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

**Attachment 3  
Subaward Agreement**

| TSEC Contacts  | Subrecipient Contacts  |
|--|--|
| <p><b>Administrative Contact</b></p> <p>Name: Patrice Courtney-Strong</p> <p>Address: TSEC<br/>434 Old Neighborhood Road<br/>Kingston, New York 12401</p> <p>Telephone: 845-336-0100<br/>Fax: 834-336-4030<br/>Email: pat.tsec@gmail.com</p> | <p><b>Administrative Contact</b></p> <p>Name: Michael Vatter, Esq.<br/>Fire Chief/Building Dept. Director<br/>City of Newburgh<br/>83 Broadway<br/>Newburgh, NY 12550</p> <p>Telephone: 845-542-0984<br/>Fax:<br/>Email: firechief@cityofnewburgh-ny.gov</p> |
| <p><b>Principal Investigator</b></p> <p>Name: Carl E. Meyer</p> <p>Address: TSEC<br/>434 Old Neighborhood Road<br/>Kingston, New York 12401</p> <p>Telephone: 845-336-0100<br/>Fax: 834-336-4030<br/>Email: carl.tsec@gmail.com</p>          | <p><b>Principal Investigator</b></p> <p>Name: Same as above.</p> <p>Address:</p> <p>Telephone:<br/>Fax:<br/>Email:</p>   |
| <p><b>Financial Contact</b></p> <p>Name: Edward Januszkiewicz</p> <p>Address: TSEC<br/>434 Old Neighborhood Road<br/>Kingston, New York 12401</p> <p>Telephone: 845-336-0100<br/>Fax: 834-336-4030<br/>Email: ed.tsec@gmail.com</p>          | <p><b>Financial Contact</b></p> <p>Name: Same as above.</p> <p>Address:</p> <p>Telephone:<br/>Fax:<br/>Email:</p>  |
| <p><b>Authorized Official</b></p> <p>Name: Patrice Courtney-Strong</p> <p>Address: TSEC<br/>434 Old Neighborhood Road<br/>Kingston, New York 12401</p> <p>Telephone: 845-336-0100<br/>Fax: 834-336-4030<br/>Email: pat.tsec@gmail.com</p>    | <p><b>Authorized Official</b></p> <p>Name: Richard F. Herbek<br/>City Manager, City of Newburgh</p> <p>Address: 83 Broadway<br/>Newburgh, NY 12550</p> <p>Telephone: 845-569-7301<br/>Email: citymanager@cityofnewnburgh-ny.gov</p>                          |

**Attachment 4  
Subaward Agreement  
Reporting Requirements**

1. Management Reporting

- Quarterly Progress Report
- Final Report

2. Financial Reporting

- SF-425, Federal Financial Report – Quarterly, including cost sharing (if any)

**Attachment 5**  
**Sub-award Agreement**  
**Statement of Work & Budget**

Statement of Work

Expedited assistance to companies

1. seeking to re-locate to the City of Newburgh
2. seeking to expand in the City of Newburgh

Deliverables:

- a. Database development. The City will collaborate with NYREC to develop a database of industrial properties that would be appropriate for cluster partners.  
- Office of Planning to coordinate.
- b. The City will provide expedited assistance to manufacturers seeking help with building code and other issues pertaining to starting or expanding operations in the City.  
- Building Department to coordinate.

Budget

Year 1:

- a. Database development. \$12,500
- a. Expedited assistance to manufacturers \$12,500

Year 2:

- b. Database development. \$12,500
- b. Expedited assistance to manufacturers \$12,500

RESOLUTION NO.: 34 - 2012

OF

MARCH 12, 2012

A RESOLUTION IN SUPPORT OF AN APPLICATION BEING  
SUBMITTED BY THE CITY OF PEEKSKILL FOR A  
LOCAL GOVERNMENT EFFICIENCY GRANT SUPPORTING THE  
SHARED REDEVELOPMENT SERVICES PROGRAM OF THE  
MAYORS REDEVELOPMENT ROUNDTABLE

WHEREAS, the City of Newburgh and its redevelopment staff and corporation counsel have been participating in the Mayors' Redevelopment Roundtable ("Roundtable") for four years to develop strategies for making the participating cities redevelopment-ready in order to increase its tax base and to stimulate sustainable economic development; and

WHEREAS, the Mayors' Redevelopment Roundtable creates a vehicle for and implements a program for sharing expert development staff and professional services among the cities participating, the staff of the Land Use Law Center, and experts on the strategies being developed; and

WHEREAS, this shared services approach to developing redevelopment strategies realized significant cost benefits through the essential services provided and the addition of development attracted by the strategies to the tax base; and

WHEREAS, the Roundtable has been effective in working with the Mid-Hudson Regional Economic Development Council to create an urban redevelopment policy in its five year strategy so that projects for state funding from Roundtable communities are as competitive as possible; and

WHEREAS, the City of Newburgh benefits from the redevelopment strategies developed through the Roundtable, through the urban policy adopted, and by participating and indicates that the City is cooperating in a regional redevelopment strategy in furtherance of several state policies; and

WHEREAS, the cooperation of the nine communities in the Roundtable is memorialized by a Memorandum of Agreement signed by each of the mayors of the cooperating communities, constituting an inter-municipal agreement to cooperate in developing redevelopment strategies that respond to the critical issues faced by Roundtable communities; and

**WHEREAS**, the City of Peekskill has agreed to submit a grant to the State of New York under the Local Government Efficiency Grant Program for a two-year \$200,000 grant to continue the shared services initiative of the Roundtable and to act as the fiscal agent for the Roundtable in administering the grant on behalf of the participating cities which include Yonkers, Mt. Vernon, New Rochelle, White Plains, Port Chester (a village), Beacon, Poughkeepsie, and Newburgh; and

**WHEREAS**, the Grant requires a 10 percent local share, which can be contributed by any of the cooperating communities in the Roundtable through any projects that it funds that are part of the Shared Redevelopment Services Program: representing an average yearly local commitment of approximately \$1,000 per Roundtable community;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City of Peekskill, through Mayor Mary Foster is authorized on behalf of the City of Newburgh to submit an application for \$180,000, two year grant for the \$200,000 Shared Redevelopment Services Program of the Mayors' Redevelopment Council, be a co-applicant and to execute all financial and administrative processes related to the implementation of the program; and

**BE IT FURTHER RESOLVED**, that this City Council supports this Shared Development Services initiative and pledges, if needed, to provide its share of the required \$20,000 local share required, an average of \$1,120 per year, in conjunction with the other co-applicants: the cities of Beacon, Mount Vernon, Peekskill, New Rochelle, Poughkeepsie, Yonkers, White Plains, and the village of Port Chester;

RESOLUTION NO.: 35-2012

OF

MARCH 12, 2012

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

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

# The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway  
Newburgh, New York 12550

Michelle Kelson  
Corporation Counsel

Tel. (845) 569-7335  
Fax. (845) 569-7338

Tiffany Rejs  
Assistant Corporation Counsel

## MEMORANDUM

**TO:** Mayor Judy Kennedy  
Councilman Curlie Dillard  
Councilwoman Regina Angelo  
Councilwoman Gay Lee  
Councilman Cedric Brown

**FROM:** Tiffany N. Rejs, Assistant Corporation Counsel

**DATE:** March 1, 2012

**RE:** Letters of Interest for Districting Commission -Eligibility

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On February 23, 2011 the undersigned attended the Citizen Advisory Committee (CAC) meeting at which time the CAC reviewed letters of interest from those applicants seeking appointment to serve on the Districting Commission.

As you are aware, the Charter Amendments adopted by the voters of the City of Newburgh at the November 8, 2011 election, included the establishment of a Districting Commission and assigned to the CAC the responsibility for soliciting interested individuals to serve on the Districting Commission and to review the eligibility to serve of those interested individuals.

On behalf of the CAC, the City Manager's office received letters of interest from fifteen individuals and one letter nominating another individual for service. The CAC reviewed all sixteen submissions.

The criteria for eligibility to serve on the Districting Commission are as follows:

- City resident
- Eligible to register and to vote
- Not elected to government or political party

The Citizen Advisory Committee obtained a list of registered voters and was able to determine that all sixteen individuals are registered to vote in the City of Newburgh.

The Chairperson of the CAC called the Chairman of the Orange County Republican Committee and verified that none of the sixteen individuals are elected to the Republican Committee.

The CAC also obtained a list of people elected to the Democratic Committee, and was able to verify none of the sixteen individuals are elected to the Democratic Committee.

Based on the foregoing, the CAC found that all sixteen of the individuals interested in serving on the Districting Commission are eligible to serve in that capacity. A copy of all sixteen letters is attached to this memo for your review and consideration.

Each Council member must select one person to serve on the Districting Commission no later than March 21, 2012, which is 21 days from the date of this memorandum serving as the official submission of the eligible pool of applicants by the CAC.

Please contact the Corporation Counsel Michelle Kelson with any questions you may have or if you require additional information.

TNR/ar  
Attachments

RESOLUTION NO.: 29 - 2012

OF

FEBRUARY 28, 2012

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

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

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

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

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

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

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

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

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

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

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

# MEMORANDUM

March 2, 2012

To: Richard Herbek, City Manager

From: Joy Pittman, Director & Courtney Kain, Director Community Development

Cc: Ian MacDougall, Director Planning & Development

Michelle Kelson, Corporation Counsel

**Re: 2012 CDBG Youth Sub grantees**

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Below details recommendation of funding by the staff and CDBG advisory Committee members participating in the process.

**Overview**

As a part of the Community Development Block Grant program, the City of Newburgh has routinely identified youth services as a priority funding area for annual funds. Funds, however, are primarily allocated to Housing, infrastructure, workforce and economic development funds. In fact, HUD only allows funding for Service activities, such as the youth services component at the 15% level (this calculation is based on the annual allocation plus identified program income).

The youth services component is procured through a request for proposal process which requires the following.

1. The applicant must be a Non-profit organization 501c(3)
2. The proposal must address youth violence reduction and/ or youth workforce development
3. The funding must be for a new or expanding service
4. Funding must be utilized to serve low/moderate income individuals
5. Funds must serve beneficiaries under the age of 21 who are residents of the City of Newburgh

The RFP was released on January 11, 2012 and were available in our office, on the website and were emailed and mailed to previous awardees, applicants, 21<sup>st</sup> Century participants, and local not for profits. A press release was also distributed. Further, a

technical assistance night was also made available to all interested applicants on January 30, 2012 in City Council Chambers at 5pm. There were six participants attending from various agencies. Proposals were due at 3pm on February 8, 2012 – proposals received after that date and time were not considered for funding and will be noted below. On February 17, 2012 the following members screened the applications: Marge Bell, Brenda McPhail, Mayor Judy Kennedy, and staff Maritza Wilson, Courtney Kain. Timothy Hayes recused himself as he had an application pending under Boxing 4 Life. Subsequent interviews were scheduled due to committee feedback, and staff (J. Pittman, I. MacDougall, C. Kain, M. Wilson) conducted those interview on March 1, 2012.

The funding amount indicated in the application was \$10,000. However, the committee reserved the right to recommend additional funds be allocated for programs if the program warranted (this would be based on quality of program and results).

*\*\* A complete set of applications submitted, a copy of the original RFP, and a copy of the scoring sheet is available for the City Council in the executive office.*

#### **Overview of Recommendation to Council:**

1. Fund the following programs:

- a. Newburgh Rowing Club – Hudson River Ambassadors Program - \$9,250
- b. YMCA – FLIP Program - \$10,000
- c. SUNY Orange/ Best Resource Center - STEPS Program - \$16,280

TOTAL Funding Recommended - \$35,530

2. If the City Council accepted this recommendation, the remaining budget for youth programming for **2012 would be \$14,470**. This provides an opportunity to reissue an additional RFP this year, and to specify and/ or identify additional priority areas of youth development.

At this time the following have been reviewed by the committee and recommended for funding:

- 1. **Newburgh Rowing Club: funding amount \$9,250.** The purpose of the program is to expand the Nascent Hudson River Ambassadors program to additional City of Newburgh youth ages 10 – 17. The applicant will address a major impediment of City youth – ability to swim. This restricts their ability to participate in additional rowing programs throughout the year, as well as restricts access to the Hudson River. The program also fosters mentoring in which older students are taught leadership, Hudson River ecology and skills to coach, referee, and lifeguard and then

work with the younger students. The goals and timeframe were thoroughly described in the application and a comprehensive outreach program was expressed – reach students at both the elementary and middle school level. This particular 501c3 has established partnerships to help attain their goal including the school district, Nora Cronin and San Miguel Academy, NYS Military Academy, and the Newburgh Armory Unity Center. The request is for \$9,250, serving 24 students, representing a CDBG per student cost of \$385.41.

The Committee has reviewed the following programs and staff conducted interviews prior to making a recommendation.

**1. SUNY Orange / Best Resource Center – STEPS PROGRAM**

The STEPS program serves first generation, low income, and non-high school graduates between the ages of 17 and 21. The students are considered high risk for drop out and gang related activity. First generation (definition neither parent attended a four year college) and low income youth are less likely to attend and then to graduate college. This project provides wrap around services for these at-risk youth developing critical skills to promote retention including, soft skill training, peer mentoring, tutoring and the establishment of an early alert system. This project was funded last year and will be expanded to include additional youth. The previous class had a 80% success rate. Overall, the application was complete and addressed all of the criteria thoroughly. This program has also created a new standard for the college – “an early alert” program was established between faculty and staff, where staff is contacted as soon as the student begins falling behind academically. This program began with the STEPS cohort group and is now being launched college-wide.

The committee interviewed representatives from the college and found that they had a thorough outreach plan including Best Resource Center students, as well as other strategic partnerships. The budget exceeded 10,000 and included equipment. CDBG funding cannot be utilized for the purchase of equipment. The college amended the budget to remove the equipment and are therefore requesting \$16,280. This is to serve 33 youth. Staff recommends funding in full, reducing the funding to \$10,000 would reduce the number of youth served. Additionally, due to the results of the program the representatives of the college indicated that they have begun working on a sustainability plan to continue this program in the future without CDBG funding.

## **2. YMCA – FLIP Program – \$10,000**

The FLIP program teaches Newburgh youth how to swim and improve swimming skills, obtain certification as a lifeguard or water safety instructor, basic leadership and employment skills and community service activities. This is a jobs skills program that provides a curriculum to allow youth to gain employment immediately ( starting June/ July 2012). This was a very thorough application, based on best practices and a dedicated work plan. The 12 week program from March – June provides a gateway to youth into lifeguard positions. Program will serve 20 youth at a cost of \$500 per youth. Staff interviewed the YMCA to discuss methods of outreach and targeting beneficiaries as well as transportation to and from the training site.

Based on the interview staff make the following recommendations: The Council approves the total amount of funding for the program. Because youth are training from 7pm to 9pm in the evening at the NFA campus, the committee believes a transportation option should be required. There is a \$500 equipment line in there which is not an eligible expense, and should be used to provide transportation to students who need it. Additionally, documentation should be required on the following: Retention of youth, outreach mechanisms and efforts, efforts for job placement.

## **3. Newburgh Performing Arts Academy/ Ferry Godmother Productions – Entrepreneurial Internships**

The program focuses on the development of areas 1. Production 2. Sound 3 stage management. Each youth would be required to attend the classroom instruction of 1 hr. per week as well as hands on instruction for 4 hrs. per week for 9 weeks. The students would help coordinate the Newburgh Gospel Series at Washington’s Headquarters. This is a workforce development program provides stipends for 10 students.

The committee interviewed Mr. Kevin White, NPAA. Based on the staff interview the following is recommended. Work with the organizations to support a model based on best practices, provide opportunities for credentialing for staff, develop a curriculum to support the workforce experience. Develop a budget that will reflect the outcomes of the program.

**Not Recommended for funding at This Time:**

1. Gateway to Entrepreneurial Tomorrows

The program provides financial literacy to youth, soft skill training and job placement for 25 youth. The committee evaluated each component and determined that the components lacked connectivity, that the organization lacked capacity, beneficiaries were not identified through strong partnerships, and that program delivery was not realistic. Additionally, the budget was poor and was mostly allocated to the work of the director.

**Ineligible Applications:**

The grant deadline was 3pm on February 8, 2012. The following were submitted after that timeframe and time stamped in by office staff.

1. Ebenezer Baptist Church/ Newburgh Hook
2. Northeast Gateway to Freedom
3. Genesis Academy Inc.

Additionally the following were ineligible due to organizational status.

1. Newburgh Enlarged City School District - is a local unit of government
2. Boxing 4 Life - status pending 501c3

RESOLUTION NO.: 36 - 2012

OF

MARCH 12, 2012

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

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

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

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

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

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

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

RESOLUTION NO.: 37 - 2012

OF

MARCH 12, 2012

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an amendment to the contract with a McVac Environmental Services, Inc. for the sewer main cleaning at the Water Filtration Plant in the amount of \$59,105.00; and

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

|                           | <u>Decrease</u> | <u>Increase</u> |
|---------------------------|-----------------|-----------------|
| Sewer Fund                |                 |                 |
| Appropriated Fund Balance |                 |                 |
| G.0000.0599.1000          | \$59,105.00     |                 |
| <br>Sewer Fund            |                 |                 |
| Maintenance & Supplies    |                 |                 |
| G.8120.0415               |                 | \$59,105.00     |

ADDENDUM TO AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

McVAC ENVIRONMENTAL SERVICES, INC.

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

1. VENDOR agrees to supply to CITY all necessary equipment, labor and materials in connection with emergency services to remove sewer main obstruction at CITY's Water Filtration Plant, hereinafter "SERVICES" as set forth in the Proposal annexed hereto as Schedule "A".
2. For satisfactory performance of the SERVICES, the CITY agrees to compensate VENDOR on a time and materials basis as stated in Schedule "A", which is attached to and is part of this Addendum.
3. VENDOR and CITY agree that all other terms and conditions set forth in the Agreement for Vendor Services, dated February 2, 2012 shall remain in effect.
4. This Addendum, together with the Vendor Services Agreement, contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

McVAC ENVIRONMENTAL SERVICES, INC.

CITY OF NEWBURGH, NY

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Title:

Title:

Date:

Date:

APPROVED AS TO FORM:

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MICHELLE KELSON,  
CORPORATION COUNSEL

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CHERYL A. GROSS,  
COMPTROLLER

**McVAC**  
**Environmental Services, Inc.**  
An Equal Opportunity Employer

February 24, 2012

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

Dear Mr. Marti

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

Sincerely

  
Joseph J. Barraco  
Controller  
McVac Environmental Services, Inc

