

A regular meeting of the City Council of the City of Newburgh was held on Monday, January 23, 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 Reverend Brock and the Pledge of Allegiance was led by former Assemblyman Frank Skartados.

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

The New Beginners' Church of Christ Youth Choir sang for the Council and residents in attendance.

Councilman Dillard moved and Councilwoman Angelo seconded that the minutes of the regular meeting of January 9, 2012 be approved.

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

CARRIED

Councilwoman Lee moved and Councilwoman Angelo seconded that the City Clerk's Report, Registrar of Vital Statistics Report and Civil Service Administrator's Report for the month of December, 2011 be received, filed and made available to the Press.

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

CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the Notice of Claim 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

Jeff Wallace, City of Newburgh, said that he is a little mystified looking at resolution #12-2012. What happened to the Charter? He would like an explanation because clearly he has missed something.

Brian Flannery, 5 Norton Street, said that he is grateful that the City had Mr. Herbek's service during this crisis period because he was the right person at that point and time. Now we are at a different point and time and he thinks that we should do a search for someone different; someone with an urban visionary.

Brenda McPhail, City of Newburgh, said in regard to resolution #9-2012 that we were just here not too long ago with the police and fire fighters talking about layoffs and now we are talking about hiring more. A lot of people have lost their jobs in this economy because of people being greedy. We have to stop robbing Peter to pay Paul because we can't continue in the same circle that we have been in for the last four years. This is a new year and we are expecting new things.

Mayor Kennedy explained that these five fire fighters will be paid for through a grant. It will not be coming out of our Budget.

Acting City Manager, Richard Herbek, said that this is a grant opportunity. The City has applied for this grant over the years but unfortunately thus far we haven't been successful. There will be some attrition taking place over the next few years and if we are successful in getting this grant we will probably be keeping the force at about the same level and we will have the opportunity, at least for a few years, of taking advantage of outside funding.

Mayor Kennedy wanted everyone to understand that this will not be additional funds out of our Budget. This is a grant that we have applied for.

Councilwoman Lee asked if the hiring of these firefighters is contingent upon receiving this grant and how will this affect our Collective Bargaining?

Mayor Kennedy said they will discuss that when they get to it she just wanted to make sure that everyone understood.

Mary Elin Korchinsky, 7 Central Avenue, said in regard to resolution #12-2012 that she and her husband, Mark, have thought about this and as we all know we are currently at a precipice. In the last year we weathered a very

threatening financial storm and she and her husband would like to see a program of change in this City. A program of growth and hope but we need some temporary knowledge and stability of the past trials and tribulations of our finances. She urged the Council to consider continuing Mr. Herbek's employment as a guide for a future City Manager who will benefit from the combined wisdom of the Council and the entire staff of the City of Newburgh. Let's take our time to find a City Manager and not make the mistake we made once before. Let's not be without a City Manager for six or seven months and let's not waste both time and funds; both of which are in short supply. Let's keep in mind what is best for the City of Newburgh.

MaryAnn Prokosch, City of Newburgh, asked if we get the grant and we hire five fire fighters and there isn't any attrition and then the grant runs out do they fall under the no layoff clause?

Pebbles, City of Newburgh, said that at the first City Council Work Session that she attended Mr. Herbek did a wonderful job with his presentation and giving the residents information for the previous year. She told him that they appreciated that Work Session because she felt that he did an extraordinary job. It was the first time since he has been here that she was able to see him in action. She said that this is a new year and every one of us gets an opportunity to start fresh. She doesn't know what happened in the past but we can't change it and there is nothing we can do about it but she is asking the Council to please think about keeping him. The mess that we have been in for many years didn't come from Mr. Herbek because he has only been here for about two years. She said that they want him here because they think that he is a good Manager and if he is not here then they are going to make a lot of noise.

Barbara Smith, Powell Avenue, said that Mr. Herbek has sat there and tolerated a lot of verbal bantering and abuse so he deserves the position that you are offering him. As the Council, you know how you are going to hire him. According to the Charter they have three options and hopefully they have used their smarts to come up with the right thing to do to make the City look a little more credible to society. She urged the Council to put the City of Newburgh in a position where we have a City Manager and remove acting from it.

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

## COMMENTS FROM THE COUNCIL REGARDING AGENDA

Mayor Kennedy asked Corporation Counsel, Michelle Kelson, to please read the three options for appointing the City Manager.

Councilwoman Lee said that she thought Jeff Wallace asked about the process so she wanted to know if there was a process that they missed. She doesn't know about a process.

Michelle Kelson, Corporation Counsel, said that she is not sure what process the comment was referring to because she had stepped out of the room but the Charter provisions that were adopted in November give you three options to hire a City Manager. You can hire a City Manager the same way that Councils have previously done for an indefinite term to serve at the pleasure and the will of the Council. You can hire a City Manager by resolution appointing him for a definite term but that term cannot exceed two years being the scope of the term of the Council. You can hire the City Manager pursuant to a contract also with a term that cannot exceed two years. The hiring and termination of the City Manager now requires a super majority of the Council. For this two year period while we have a five member Council it would require three plus one so four members are required to affirmatively hire a City Manager.

Councilwoman Angelo wished to let everyone know that she will cast her vote "yes" for Mr. Herbek and she is hoping that her colleagues will join her because we need four votes.

Mayor Kennedy said that as we all know we have had an Acting City Manager for nearly two years now. The first step was to choose the process of hiring a City Manager and the second step was the process to actually hire the City Manager. The Charter changes we just passed give us the option on how we hire the City Manager. The first option to identify the City Manager was to go through a formal search and interview process and select the City Manager and/or appoint one that we currently have. As most people who have followed her campaign are aware, she said that she would support going through a formal hiring process with Mr. Herbek and others coming through. As we have gone through our discussions and negotiations, it is important that we understand that compromise and coming together as a Council is important. One of the problems today in our Government is polarization so coming to a place where we can come together and move the City ahead she thinks is a very important step. She believes that what they have worked out in their communications is something that they can all live with. No matter who they hire the most important thing that this Council has to do is manage the

Manager. It is their job as a Council to set forth strategic initiatives and goals and to make sure that what they set forth is actually accomplished. No matter who they hire that is their job and if they don't do that then they are negligent.

Councilwoman Lee said that if someone had asked her when she was running for City Council if she wanted Mr. Herbek fired she would have said yes. In fact, she said yes up until the time she met with the Comptroller. She thought that it was embarrassing for the Comptroller to have to ask them to stabilize the City, keep the City Manager and to read the documents that they give them. Back in 2007, when the problems really started, Mr. Herbek was not here. We had problems with the taxes where one year we were billed at one rate and then the next year we were billed at a different rate which started the problem with the taxes. We have extremely high contamination on Pierces Road and we have housing here that is completely uninhabitable but people are living there. We also had limited activities for children but these problems didn't start with Mr. Herbek. When he came here there was one week's salary in the bank so he hired a Consultant to help him move this City forward. She began to change her mind when she started doing research and she thinks that at this point if we are going to move this City forward we need to move it forward with some stability. We can spend our time looking for a City Manager but the real possibility is that we will have problems with the Budget and you will not receive the 2% tax cap. We need to move this City forward so that our taxes are not through the roof and we have some money in the bank with some opportunities to make the changes here that need to be changed. She agreed with a comment made earlier that this didn't just happen because it has been going on for years. She apologized to Mr. Herbek for even connecting him to those past dots because it wasn't his fault. Sitting on one side of the room is a far cry different than sitting on the other side so she apologized to him.

Councilman Brown said that everyone in this room is looking for change and what he looks for in a City Manager is someone who is willing to make tough decisions. He feels that part of making tough decisions isn't eliminating fifteen police officers it's starting at the top with upper management and moving your way down. He is looking for someone who is willing to do just that so he will vote accordingly.

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

## CITY MANAGER'S REPORT

Acting City Manager, Richard Herbek, wanted to report on some positive things going on in the City. A notice appeared in the Mid-Hudson Times that classes were held for the first time Tuesday in the completed Tower Building at the Orange County Community College, Newburgh Campus. The opening of the former bank building completes Phase I of their plans for Newburgh. With the Tower and adjacent Kaplan Hall, which opened last year, they can offer state of the art facilities for some unique curriculum including Criminology which is a popular option for the students and more is planned. He added that there has been a lot of police activity of late. There was a gun and drug arrest on January 19<sup>th</sup> and the individuals involved were charged with criminal possession of a weapon and possession of a controlled substance. On January 17<sup>th</sup>, the SWAT team executed a search warrant at 105 West Parmenter Street which was initiated by the Newburgh Narcotics Division following numerous complaints of narcotics activity from neighborhood incidents. A number of individuals were arrested and charged with criminal possession of a controlled substance and criminal possession of drug paraphernalia. On Friday night there was a robbery that took place at TD Bank at 800 Broadway and the individual was apprehended by the police shortly after. These incidents reflect very positively on the work that is being done by the Newburgh Police Department. Even though we did have some anxious labor relations issues last year we continue to see great things happening in the Newburgh Police Department moving forward.

**RESOLUTION NO.: 6 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT FOR VENDOR SERVICES WITH  
KELLY KANE TO SERVE AS A TEMPORARY PART-TIME GRANTS  
COORDINATOR TO ASSIST THE CITY OF NEWBURGH POLICE  
DEPARTMENT FOR THE PERIOD OF JANUARY 1, 2012 THROUGH  
DECEMBER 31, 2012 AT THE RATE OF \$25.00 PER HOUR NOT TO EXCEED  
20 HOURS PER WEEK**

**WHEREAS**, pursuant to Resolution No. 225-2006 of November 13, 2006, the City Manager was authorized to retain the services of Kelly Kane to serve as an administrator and coordinator of grants and grant-funded programs; and

**WHEREAS**, Kelly Kane can continue to provide the coordination and management skills, as set forth in the Scope of Services section of the annexed agreement, that will assist the City of Newburgh Police Department in organizing and managing its grant funding; and

**WHEREAS**, funding to retain such services for the period January 1, 2012 through December 31, 2012 shall now be secured through the Police Department Line entitled "Other Services" (A.3120.0448) and not to exceed \$26,000.00; and

**WHEREAS**, retention of such services requires the execution of an agreement in substantially the same form attached hereto; and

**WHEREAS**, continuing the retention of such service is deemed to be in the best interests of the City of Newburgh Police Department and of the City and its citizens generally;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with Kelly Kane, in substantially the same form as annexed hereto to retain Ms. Kane's services as a part time grants coordinator to provide management assistance with respect to the Police Department's grant funding for the period of January 1, 2012 through December 31, 2012; Ms. Kane is to be paid at the rate of \$25.00 per hour for a work week not to exceed 20 hours

per week from the Police Department Line entitled "Other Services" (A.3120.0448) and not to exceed \$26,000.00.

**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**

6-12

## AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and KELLY KANE, an individual consultant with principal offices at 297 Hudson Street, Cornwall on Hudson, New York 12550, hereinafter referred to as "VENDOR."

### ARTICLE 1. SCOPE OF WORK

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

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

property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

### ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning January 1, 2012 and ending on December 31, 2012, unless extension expressly authorized by the City Council.

VENDOR shall perform twenty (20) hours of service per week hereunder, unless additional hours are expressly authorized by the Chief of Police.

### ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in the amount of twenty-five (\$25.00) and NO/Dollars per hour worked not to exceed 20 hours per week. VENDOR SHALL submit to the Chief of Police a weekly invoice for SERVICES rendered during the prior week, or as otherwise required by the Chief of Police and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is

objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

#### ARTICLE 4. EXECUTORY CLAUSE

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

#### ARTICLE 5. PROCUREMENT OF AGREEMENT

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

#### ARTICLE 6. CONFLICT OF INTEREST

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

interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

#### ARTICLE 7. INDEPENDENT CONTRACTOR

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

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

#### ARTICLE 8. ASSIGNMENT AND SUBCONTRACTING

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

subject to all of the terms and conditions of this Agreement.

#### ARTICLE 9. BOOKS AND RECORDS

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

#### ARTICLE 10. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request.

#### ARTICLE 11. INSURANCE AND INDEMNIFICATION

VENDOR shall be responsible for securing such insurance coverage for itself as VENDOR shall deem necessary and appropriate. CITY shall be in no way responsible for insuring VENDOR against any losses, damages or claims by third parties arising out of VENDOR's performance of services under this Agreement.

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

act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

#### ARTICLE 12. PROTECTION OF CITY PROPERTY

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

#### ARTICLE 13. CONFIDENTIAL INFORMATION

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

#### ARTICLE 14. TERMINATION

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

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures.

#### ARTICLE 15. GENERAL RELEASE

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

#### ARTICLE 16. GOVERNING LAW

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

#### ARTICLE 17. CURRENT OR FORMER CITY EMPLOYEES

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

actual or perceived conflict of interests due to their position with the CITY.

#### ARTICLE 18. ENTIRE AGREEMENT

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

#### ARTICLE 19. MODIFICATION

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

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

THE CITY OF NEWBURGH

VENDOR

BY: \_\_\_\_\_  
RICHARD F. HERBEK  
ACTING CITY MANAGER

BY: \_\_\_\_\_  
KELLY KANE

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MICHELLE KELSON  
CORPORATION COUNSEL

\_\_\_\_\_  
CHERYL A. GROSS  
COMPTROLLER

## SCHEDULE A

### SCOPE OF SERVICES

1. The Vendor shall coordinate and manage all grant funding received through the City of Newburgh Police Department.
2. The Vendor shall act as liaison between the City of Newburgh Police Department and the City of Newburgh Office of the Comptroller for all financial matters concerning grant funding.
3. The Vendor shall review all new grant applications for accuracy and confer with the Chief of Police to ensure that he is aware of the exact terms and conditions of the application.
4. The Vendor shall forward all grant applications to the City Manager's Office, Corporation Counsel and Comptroller.
5. The Vendor shall ensure that a resolution is drawn up by the Corporation Counsel to be forwarded to the City Council for approval.
6. The Vendor shall ensure that contracts are executed by all parties under all grants awarded to the Police Department.
7. The Vendor shall voucher the New York State or Federal government for reimbursement of monies paid out by the City of Newburgh.
8. The Vendor shall ensure that all quarterly, semi-annual and annual progress reports are completed by the property grant administrator within the Police Department.
9. The Vendor shall meet with each grant administrator bi-weekly to update them on the financial status of each grant.
10. The Vendor shall seek further grant funding and assist in writing new grants as time permits.

**RESOLUTION NO.: 7 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO SHANON MENNERICH  
TO THE PREMISES KNOWN AS 67 FOWLER AVENUE  
(SECTION 13, BLOCK 7, LOT 23)**

**WHEREAS**, on November 16, 2009, the City of Newburgh conveyed property located at 67 Fowler Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 13, Block 7, Lot 23, to Shanon Mennerich; and

**WHEREAS**, Mr. Mennerich has requested a release of the restrictive covenants contained in said deed; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

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

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

**ADOPTED**



**RESOLUTION NO.: 8 -2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO OLD NEWBURGH REDEVELOPMENT  
TO THE PREMISES KNOWN AS 231 THIRD STREET  
(SECTION 22, BLOCK 2, LOT 6)**

**WHEREAS**, on March 26, 2004, the City of Newburgh conveyed property located at 231 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 22, Block 2, Lot 6, to Old Newburgh Redevelopment; and

**WHEREAS**, the current owner has requested a release of the restrictive covenants contained in said deed; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

**Councilman Brown moved and Councilman Dillard seconded that the resolution be adopted.**

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

**ADOPTED**



**RESOLUTION NO.: 9 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND TO ACCEPT IF AWARDED A GRANT IN AN  
AMOUNT NOT TO EXCEED ONE MILLION DOLLARS FROM THE  
DEPARTMENT OF HOMELAND SECURITY UNDER THE STAFFING FOR  
ADEQUATE FIRE AND EMERGENCY RESPONSE PROGRAM ("SAFER")  
TO PROVIDE FOR FUNDING TO HIRE FIVE (5) FIREFIGHTER POSITIONS  
IN THE CITY OF NEWBURGH FIRE DEPARTMENT WITH NO CITY  
MATCH REQUIRED**

**WHEREAS**, the City of Newburgh Fire Department has expressed an interest in applying for funds available from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program; and

**WHEREAS**, the Fire Department has proposed an application for said grant in an amount not to exceed One Million (\$1,000,000.00) Dollars; and

**WHEREAS**, said grant does not require any funding match by the City of Newburgh; and

**WHEREAS**, said grant, if awarded, will support the well-being and safety of our community and enhance community protection from fire; and

**WHEREAS**, if awarded, such funding will be to hire five (5) firefighter positions within the City of Newburgh Fire Department for three years; and

**WHEREAS**, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

**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 such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant in an amount not to exceed One Million (\$1,000,000.00) Dollars from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to

provide for funding to hire five (5) firefighter positions in the City of Newburgh Fire Department with no City match required.

**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**

**RESOLUTION NO.: 10 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH  
FAMILY MEDICAL LEAVE ACT POLICY**

**BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby adopts the City of Newburgh Family Medical Leave Act Policy, a copy of which is attached hereto and made a part of this Resolution; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

**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**

10/12  
**CITY OF NEWBURGH**  
**FAMILY MEDICAL LEAVE ACT POLICY**

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**Basic Leave Entitlement:**

The City of Newburgh will provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or child birth;
2. To care for the employee's child after birth, or placement for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the employee's job.

**Military Family Leave Entitlements:**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

**Benefits and Protections:**

During FMLA leave, the City of Newburgh will maintain the employee's health coverage under the City's group health plan on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

**Eligibility Requirements:**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### **Definition of Serious Health Condition:**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave:**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying conditions may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave:**

The City will require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### **Employee Responsibilities:**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the department normal call-in procedures.

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities:**

The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA protected, the City will notify the employee.

**Designation Notice**  
**Family and Medical Leave Act**

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Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient.

To: \_\_\_\_\_

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

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on \_\_\_\_\_ and decided:

\_\_\_\_\_ Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

\_\_\_\_\_ The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_

Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period). \_\_\_\_\_

Please be advised (check if applicable):

Any paid leave taken for this reason will count against your FMLA leave entitlement.

\_\_\_\_\_ We are requiring you to substitute or use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

\_\_\_\_\_ You will be required to present a fitness-for-duty certificate, from your physician, to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided.

If attached, the fitness-for-duty certification must address your ability to perform the essential functions of your job.

***Additional information is needed to determine if your FMLA leave request can be approved:***

\_\_\_\_\_The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than \_\_\_\_\_, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

(Specify information needed to make the certification complete and sufficient)

\_\_\_\_\_We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

\_\_\_\_\_Your FMLA Leave request is Not Approved.

\_\_\_\_\_The FMLA does not apply to your leave request.

\_\_\_\_\_You have exhausted your FMLA leave entitlement in the applicable 12-month period.

\_\_\_\_\_  
Signed by City Manager:

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

## FMLA LEAVE REQUEST FORM

*(The following request is to be completed and returned to the Civil Service Office)*

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

Department: \_\_\_\_\_

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

**REQUEST FOR FULL-TIME LEAVE**

I request a leave of absence from \_\_\_\_\_ (date) to \_\_\_\_\_ (date)

for the following reason:

For birth of my child and/or to care for the newborn child.

For placement of a child with me for adoption or foster care.

To care for my (circle one): spouse, child or parent with a serious health condition.

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

Because my own serious health condition makes me unable to perform one of the essential functions of my job.

For another reason. (Please Specify): \_\_\_\_\_

**REQUEST FOR INTERMITTENT OR REDUCE-SCHEDULE LEAVE**

I request intermittent leave or reduced-schedule leave at the following times:

Schedule: \_\_\_\_\_

Reason: \_\_\_\_\_

**Substitution of Paid Leave**

I request to use (check all that apply):

Paid Vacation \_\_\_\_\_ Sick Hours \_\_\_\_\_ Comp Time \_\_\_\_\_

**Location During Leave**

I can be reached at the following address and phone number during my leave: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

ORDINANCE NO.: 1 - 2012

OF

JANUARY 23, 2012

AN ORDINANCE AMENDING CHAPTER 288, "VEHICLES AND TRAFFIC" WITH RESPECT TO SECTION 288-50 ENTITLED "INSTALLATION OF PARKING METERS; SECTION 288-53 ENTITLED "VIOLATIONS AND ENFORCEMENT"; PARKING TIME LIMIT AND SECTION 288-89, SCHEDULE XXXI, ENTITLED "PARKING METER ZONES" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 288, "Vehicles and Traffic" of the Code of Ordinances be and is hereby amended as follows:

SECTION 288, VEHICLES AND TRAFFIC

Section 1. § 288-50. Installation of parking meters; parking time limit.

D. Parking or standing a vehicle in a designated space in a parking meter zone on the public streets shall be lawful for ~~60~~ 30 minutes upon the deposit of one twenty-five-cent coin of the United States of America. ~~Parking or standing a vehicle in a designated space in a parking meter zone within the Washington Center Parking Garage shall be lawful for 30 minutes upon the deposit of \$0.25 or 60 minutes upon the deposit of \$0.50 or 90 minutes upon the deposit of \$0.75 or 120 minutes upon deposit of \$1, all in coins of the United States of America.~~

E. Parking meters on all public streets shall be operated between the hours of 8:00 a.m. ~~and 11:30 a.m. and between the hours of 2:30 p.m.~~ and 6:00 p.m. on all days except Sunday. Parking meters in City parking lots shall be operated during those hours established by the City Manager pursuant to his authority under § 288-35. Where the City Manager has not exercised such authority, such parking meters shall be operated between the hours of 8:00 a.m. and 6:00 p.m. on all days except Sunday.

Section 2. § 288-53. Violations and enforcement.

D. Enforcement.

(1) Reports of violations. It shall be the duty of the police officers of the city, or Parking Enforcement Officers, acting in accordance with instructions issued by the Chief of Police, to report:

(a) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been parked or standing in violation of any of the provisions of this article.

(b) The state license number of such vehicle.

(c) The time during which such vehicle is parked or standing in violation of any of the provisions of this article at the time of his inspection.

(d) Any other facts, ora knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(2) Notices of violations. Each such police officer or parking enforcement officer shall also attach to such vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of a provision of this article and instructing and summoning such owner or operator to report at police headquarters or at the City Court of the City in regard to such violation.

(3) Penalties. The penalty for such parking meter violations shall be ~~\$10.~~ \$15. Each owner or operator may, within 15 days of the time when such notice was attached to such vehicles, pay, as a penalty for and in full satisfaction of such violations, the sum of ~~\$15.10~~ or, in the alternative, enter a plea of not guilty to such charge. Failure to pay said sum within 15 days or enter a plea of not guilty shall increase the penalty for such violation to \$30.25.

(4) ~~EN~~Notwithstanding the provisions of Subsection D(3) of this section, the penalty for such parking meter violations shall be satisfied by the payment of the sum of \$10 if such payment is made within 48 hours of the time of issuance of such notice, exclusive of Saturdays, Sundays or legal holidays.

**Section 3.** § 288-89. Schedule XXXI: Parking Meter Zones.

In accordance with the provisions of § 288-50, the following described streets or parts of streets are hereby designated as parking meter zones, and meters shall be installed and used in said zones as provided in Article V of this chapter.

Name of Street	Side	Location
Bridge Street	East	Entire length

Broadway	North	From Colden Street to West Street
Broadway	South	From a point 160 feet east of the intersection of the south line of Broadway with the east line of Grand Street to West Street, except for 622.2 feet, beginning at a point on the southerly curblineline of Broadway, which is on the northerly projection of the westerly property line of the lot described on the Tax Map of the City of Newburgh as Section 34, Block 2, Lot 14, measured along the southerly right-of-way line of Broadway east of the intersection of the easterly right-of-way line of Lake Street with the southerly right-of-way line of Broadway extending 32 feet along the southerly curbface of Broadway
Clark Street	Both	From Broadway to Ann Street
Fullerton Avenue	Both	From Broadway to Van Ness Street
Grand Street	East	From Broadway to South Street
Grand Street	West	From First Street to South Street
Mill Street	Both	From Broadway to Washington Street Parking Lot -- Between Broadway and Van Ness Street, east of West Street Parking Lot -- Between Grand Street and Montgomery Street
Prospect Street	Both	From Broadway to First Street

| ~~Washington Center Parking Garage — New Colden Street (30 spaces)~~

| ~~Washington Center Parking Garage — Exterior area on west side of garage~~

Underlining denotes additions

| ~~Strikethroughs~~ denote deletions

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

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

**ADOPTED**

ORDINANCE NO.: 2 - 2012

OF

JANUARY 23, 2012

AN ORDINANCE AMENDING CHAPTER 288, "VEHICLES AND TRAFFIC"  
WITH RESPECT TO SECTION 288-36.1 "PARKING DURING STREET  
CLEANING OPERATIONS" ; SECTION 288-57 ENTITLED "PENALTIES  
FOR OFFENSES" OF THE CODE OF ORDINANCES OF THE CITY OF  
NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 288, "Vehicles and Traffic" of the Code of Ordinances be and is hereby amended as follows:

SECTION 288, VEHICLES AND TRAFFIC

**Section 1.** § 288-36.1. Parking prohibited during street cleaning operations.

F. Penalties for offenses. Any person violating § 288-36.1 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of ~~\$25~~ 50. Any person who is charged with a violation of § 288-36.1 who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine of ~~\$25~~ 50. For the purposes of § 288.36.1, each twenty-four-hour period any violation of this section shall continue a separate offense. Notwithstanding any other provision of the City Code of Ordinances and in addition to any other fine or penalty, any costs or expenses incurred by the City of Newburgh in connection with the towing or storing of a vehicle shall be paid by the owner or person entitled to possession of such vehicle prior to the release of such vehicle to the person entitled thereto.

G. Notwithstanding the provisions of Subsection F of this section, the penalty for violating this section shall be satisfied by the payment of ~~\$15~~ 30 if such payment is made within 48 hours of the time of the issuance of such notice of violation, summons and/or appearance ticket.

**Section 2.** § 288-57. Penalties for offenses.

A. Except as otherwise herein provided, any person violating any of the provisions of Articles II and III of this chapter shall be guilty of a traffic infraction

and, upon conviction thereof, shall be subject to a fine of \$10 for the first offense or, for a second or subsequent offense, to a fine of \$25.

B. Any person who is charged with a traffic infraction subject to the penalties provided for in Subsection A hereof who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine for the violation of this section of \$30 for the first offense or, for a second or subsequent offense, to a fine of \$75.

C. Any person violating § 288-36(B) of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$25 or, if a snow emergency was in effect as of the time of commission of said traffic infraction, a fine of \$50. Any person who is charged with a violation of § 288-36(B) who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine of \$50, or if a snow emergency was in effect as of the time of the commission of said traffic infraction, to an additional fine of \$100.

D. Any person violating § 288-36(A), § 288-38, § 288-39 or § 288-40 of this chapter during a snow emergency shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$75. Any person who is charged with a violation of § 288-36(A), § 288-38, § 288-39 or § 288-40 who has been served according to law with a summons or an appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear and plead, be subject to an additional fine of \$100.

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

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

**ADOPTED**

**RESOLUTION NO.: 11 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT MODIFICATION WITH THE NEWBURGH  
PRESERVATION ASSOCIATION FOR THE PERFORMANCE OF CERTAIN  
SERVICES IN CONNECTION WITH THE RECONSTRUCTION AND USE  
OF THE FORMER DUTCH REFORMED CHURCH AND RELATED  
MATTERS**

**WHEREAS**, the City Council, by Resolution No. 112 - 2008 of July 21, 2008 renewed an agreement with the NPA for the performance of certain services in connection with the reconstruction and use of the former Dutch Reformed Church and related matters; and

**WHEREAS**, the City of Newburgh has been working in cooperation with the Newburgh Preservation Association, Inc. ("NPA") to protect, preserve, restore and promote the Dutch Reformed Church, a significant historical, cultural and architectural asset located in the heart of downtown Newburgh; and

**WHEREAS**, the Agreement Modification will permit the NPA to be eligible to receive grant money and undertake a broader and more substantive role in the restoration of the Dutch Reformed Church; and

**WHEREAS**, the parties wish to execute the annexed Agreement Modification as being in the best interests of the parties and of the people of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the annexed Agreement Modification with the Newburgh Preservation Association for the performance of certain services in connection with the reconstruction and use of the former Dutch Reformed Church and related matters.

**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**

11-12

## AGREEMENT MODIFICATION

Made this \_\_\_ day of January, 2012, by and between THE NEWBURGH PRESERVATION ASSOCIATION, INC. (hereinafter referred to as the "NPA") a non-profit corporation organized under the laws of the State of New York and having its principal office for the transaction of business at P.O. Box 206, Newburgh, NY 12551

And

The CITY OF NEWBURGH (hereinafter referred to as the "CITY"), a municipal corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at 83 Broadway, Newburgh, NY 12550.

WHEREAS, The CITY and the NPA entered into a certain Agreement dated the 24<sup>th</sup> day of July 2008, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the NPA and the CITY desire to modify said Agreement so as to further the objectives identified and outlined therein.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

- 1.) Paragraph 1.) c.) of the Agreement dated the 24<sup>th</sup> day of July 2008 shall be modified by adding to said paragraph the following language "and have the right but not the obligation to assist in the coordination of the building projects and the carrying out and performance of the construction of the capital improvements to be performed at the DRC."
- 2.) The new Paragraph 1.) c.) shall read as follows:  
"Propose to the CITY staged and sequential building projects to carry out the aforementioned rehabilitation plan and have the right but not the obligation to assist in the coordination of the building projects and the carrying out and performance of the construction of the capital improvements to be performed at the DRC."
- 3.) All of the other covenants and agreements contained in the aforesaid Agreement dated the 24<sup>th</sup> day of July 2008 except as modified herein shall remain unchanged and be deemed part of this agreement modification as if the same were fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement Modification as of the day and year first above written.

SIGNATURE PAGE FOLLOWS:

NEWBURGH PRESERVATION  
ASSOCIATION, INC.

By *Nancy K. Bellman*  
NANCY BELLMAN, President

THE CITY OF NEWBURGH

By \_\_\_\_\_  
RICHARD F. HERBEK,  
Acting City Manager

Approved as to form:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_  
CHERYL A. GROSS  
Comptroller

**RESOLUTION NO.: 12 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION APPOINTING RICHARD F. HERBEK  
CITY MANAGER OF THE CITY OF NEWBURGH**

**BE IT RESOLVED** that the City Council of the City of Newburgh hereby appoints Richard F. Herbek as City Manager, with a one-year term of office to commence January 23, 2012 upon the following terms and conditions of employment in addition to those for Non-Bargaining Unit employees as currently set forth in Resolution No. 163-2007:

- Annual Salary: \$150,000.
- Annual Vacation Leave: Five (5) weeks with an up-front allocation of 25 days.
- Sick Leave: Fifteen days with an up-front allocation of 15 days
- Severance Pay: Three months' salary if terminated prior to January 23, 2013 in addition to accumulated leave time.
- Resignation: If Mr. Herbek resigns prior to January 23, 2013, he will be required to provide 90 days notice to the City Council.
- Continuation: This agreement will continue on a month-to-month basis after January 23, 2013 until December 31, 2013 unless either party notifies the other of its intent in writing to terminate this agreement.

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

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

**ADOPTED**

**RESOLUTION NO.: 13 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2009 and 2010 RELATIVE TO  
10 McDOWELL PLACE (SECTION 25, BLOCK 7, LOT 19)**

**WHEREAS**, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such actions being designated as Orange County Index Numbers 2009-12857 and 2010-012561; and

**WHEREAS**, Bank of America has advised the City that they are prepared to settle such action; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to withdraw the liens on the property located at 10 McDowell Place (Section 25, Block 7, Lot 19), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Thirteen Thousand Two Hundred Twenty Two And 82/100 (\$13,222.82) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, water charges and sewer charges, are all paid in full by certified or bank check on or before January 31, 2012.

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

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

**ADOPTED**

**RESOLUTION NO.: 14 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2009 and 2010 RELATIVE TO  
250 GRAND STREET (SECTION 12, BLOCK 2, LOT 22)  
AND 250 GRAND STREET REAR (SECTION 12, BLOCK 2, LOT 23.1)**

**WHEREAS**, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such actions being designated as Orange County Index Numbers 2009-12857 and 2010-012561; and

**WHEREAS**, Nancy Brens, the owner of the property, has advised the City that she is prepared to settle such action; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to withdraw the liens on the property located at 250 Grand Street (Section 12, Block 2, Lot 23.1) and 250 Grand Street Rear (Section 12, Block 2, Lot 23.1), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Eighty Two Thousand Six Hundred Thirty One And 85/100 (\$82,631.85) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2010-2011 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before January 31, 2012.

**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.: 15 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2009 and 2010 RELATIVE TO  
22 PARK AVENUE (SECTION 17, BLOCK 5, LOT 18)**

**WHEREAS**, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such actions being designated as Orange County Index Numbers 2009-12857 and 2010-012561; and

**WHEREAS**, Glenda Faison-Crawford has advised the City that she is the heir of the deceased owner of record, Lula Miller, and is prepared to settle such action; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to withdraw the liens on the property located at 22 Park Avenue (Section 17, Block 5, Lot 18), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Twelve Thousand Forty Five and 71/100 (\$12,045.71) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, water charges and sewer charges, are all paid in full by certified or bank check on or before January 31, 2012.

**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.: 16 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2009 and 2010 RELATIVE TO  
45 ROBINSON AVENUE (SECTION 28, BLOCK 2, LOT 7)**

**WHEREAS**, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such actions being designated as Orange County Index Numbers 2009-12857 and 2010-012561; and

**WHEREAS**, the attorneys for the heirs of the deceased owner of record, Sherman K. McClain, Jr., have advised the City that they are prepared to settle such action; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to withdraw the liens on the property located at 45 Robinson Avenue (Section 28, Block 2, Lot 7), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Thirteen Thousand One Hundred Forty Four and 95/100 (\$13,144.95) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2010-2011 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before January 31, 2012.

**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.: 17 - 2012**

**OF**

**JANUARY 23, 2012**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
AN AGREEMENT WITH C.T. MALE ASSOCIATES, P.C. FOR  
ENGINEERING SERVICES WITH RESPECT TO THE SITE  
INVESTIGATION AND ALTERNATIVE ANALYSIS  
OF THE ENVIRONMENTAL REMEDIATION PROGRAM SITE  
LOCATED AT 48 ORCHARD STREET AT AN ESTIMATED COST OF  
\$74,418.00**

**WHEREAS**, the City of Newburgh has undertaken the clean-up and return to beneficial use of several properties under the Environmental Remediation Program ("ERP") of the New York State Department of Environmental Conservation ("NYSDEC"); and

**WHEREAS**, it is necessary and appropriate to retain professional consulting engineering services to conduct ERP investigation and prepare a summary report that includes remedial alternatives of the said site; and

**WHEREAS**, after evaluation of responses to the City's Request for Proposals ("RFP"), the firm of C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture & Landscape Architecture, P.C. ("C.T. Male Associates, P.C.") has been identified as qualified, able and cost-effective to provide such services for the ERP site at 48 Orchard Street in the City of Newburgh; and

**WHEREAS**, Funding for such project shall be derived from budget line H1-1440-0215-5404-2010 and H1-1440-0216-5404-2010; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement with such other terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh with C.T. Male Associates, P.C., for professional engineering services connection with the ERP site located at 48 Orchard Street.

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

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

**ADOPTED**

**OLD BUSINESS**

**RESOLUTION NO.: 5 - 2012**

**OF**

**JANUARY 9, 2012**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE  
AND ENTER INTO A CONTRACT WITH McVAC ENVIRONMENTAL  
SERVICES, INC.  
AND AMENDING RESOLUTION NO: 238-2011, THE 2012 BUDGET  
FOR THE CITY OF NEWBURGH, NEW YORK  
FOR THE NORTH INTERCEPTOR SEWER MAIN CLEANING PROJECT**

**WHEREAS**, the North Interceptor Trunk Sewer conveys sewer flows from the City of Newburgh's Combined Sewer System to the City's Waste Water Treatment Facility; and

**WHEREAS**, the sewer flows transmitted via this pipe constitute approximately forty (40%) percent of the City's daily sewer flows; and

**WHEREAS**, the accumulation of grit and solids within the pipeline have significantly reduced the capacity of the pipeline, and the reduced capacity has led to sewer backups resulting in discharges of raw sewage to city streets; and

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

**WHEREAS**, these discharges could subject the City to violations of its New York State SPDES Permit which regulates the treatment and discharge of the City's sanitary and storm waste; and

**WHEREAS**, the cost for such project shall be an amount not to exceed Three Hundred Thousand and 00/100 (\$300,000.00) Dollars; and

**WHEREAS**, this Council has determined that negotiating and entering into an agreement with McVac Environmental Services, Inc. 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 raw sewage discharge creates 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 negotiate and enter into a contract with a McVac Environmental Services, Inc. for the North Interceptor Sewer Main Cleaning Project in an amount not to exceed \$300,000.00 in order to alleviate the overflow condition which currently threatens the health and safety of the City's residents; 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	\$300,000.00	
 Sewer Fund		
Maintenance & Supplies		
G.8120.0415		\$300,000.00

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

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

**ADOPTED**

## **OLD BUSINESS**

**Mayor Kennedy noted that at the next Work Session she would like to have a review of the Snow Removal Policy and how we handle snow emergencies.**

**Councilwoman Lee said that she would like to have a list of the Boards along with their term limits and vacancies so that we can start working on filling those positions.**

## PUBLIC COMMENTS REGARDING GENERAL MATTERS

Alan Atzrott, President of St. Luke's Cornwall Hospital, 70 Dubois Street, said that he is here tonight on behalf of the Greater Newburgh Partnership. The Partnership was formed this past spring and is made up of a group of businesses and organizations that have an interest in enhancing this City and collectively they represent some thirty-two hundred jobs in the immediate area. Tonight he would like to explain their purpose, goals and outcomes. He noted that they are not a residential real estate development corporation and they have no interest in that. They do see the need for an area that they have called "College Heights" between the Mount, St. Luke's Hospital and SUNY Oranges as an area that needs help. There are businesses that depend on a positive regional perception of this City and there was an article published last fall in New York Magazine that cited Newburgh as the murder capital of New York which did nothing to enhance our reputation but they think that they can help in turning that around. Before the Christmas holidays they had the opportunity to meet with some two hundred members of the community and they have been impressed with their passion and concerns for what is the motivation for the Greater Newburgh Partnership. They should have taken the opportunity to do this a long time ago but time is everything and they now have the time because the Partnership is here and ready to assist. At many of their meetings they have heard the need for jobs and they are looking to recognize the importance of jobs as well as the importance in this city and this economy of maintaining jobs which is very difficult. At some point in time the members of our business community would like to see the development of the entire community from a workforce perspective. He invited the members of the City Council, community residents and anyone else who has an interest to their next information session on February 27<sup>th</sup> at 7:00 p.m. at the Activity Center.

Councilwoman Lee thanked Mr. Atzrott for coming tonight and said that they have had this conversation before because she is willing to work steadfast to shake him down along with both Colleges for a P.I.L.O.T. so she is hoping that at some point they can discuss that agreement.

Pebbles, City of Newburgh, said that she obtained a copy of the Master Plan that was done in 2008 and she has been looking over it for a while and she has noticed that it has not been enforced. She also went on the City's website look at the different Committees that we have and there are a few of them that have not met in years. Who has been running this City? If you haven't met and you haven't put a plan in place then how has the Council run this City? She added that in the Mid Hudson Times as well as The Sentinel it noted that the Citizens Advisory Committee meeting will also be at 7:00 p.m.

at the Activity Center, 401 Washington Street and Corporation Counsel, Michelle Kelson will be presenting a brief overview of how the advisory committee will be pooling individuals to serve on the Districting Commission which will reconfigure the City and following her presentation interested parties may wish to move on to the Unity Center for Mayor Kennedy's meeting. When she does her presentation, whether it is ten minutes, twelve minutes or twenty minutes how is it that after her presentation they can just leave and not stay for the rest of the meeting.

Councilwoman Lee told Pebbles that she hears what she is saying and she thinks that she is right because following the presentation she thinks that there will be questions and answers but she doesn't believe that Michelle Kelson, Corporation Counsel, put that article in the newspaper.

Brian Denniston, Chairman of the Citizens Advisory Committee, 82 Mill Street, said that he walked the Wards today and he noticed that the areas he walked in had clean sidewalks and the streets and crosswalks were all clear of snow. He thanked the homeowners, residents and DPW for that.

Brenda McPhail, City of Newburgh, said in regard to the Land Bank and the Greater Newburgh Partnership that it was stated that 45 and 47 Chambers Street were supposed to be demolished but it is now January 23, 2012 and those two buildings are still there. When the Land Bank was started their initiative was to get the abandoned buildings and the buildings that were in bad condition so that people could then go through the Land Bank if they wanted to purchase these properties. In regard to the Action Teams, she feels that we have a lot of teams around here but nothing is being done. They are so busy making teams and scheduling meetings on the same dates that we need to know where we have to be so on January 26<sup>th</sup> she encouraged everyone to attend the Redistricting Committee meeting because if it is not done correctly then we will be redistricted right out of here. If you want to talk about being concerned about the City of Newburgh and its people, then be concerned about what is really going on here. She is tired of hearing that nobody wants to come here to the City of Newburgh to start a business.

Barbara Smith, Powell Avenue said that Councilwoman Lee brought up Boards tonight and Local Law #5-2006 states that City employees are prohibited from serving on any Regulatory Board or Commission. She noted that Councilwoman Lee had stated outwardly that she wanted to be the Chairperson of the Housing Authority so she would like to know how many of the Council members are on the Housing Authority Board and how many intend to resign from that Board now that they are City Council people. She also wished to follow up with the Senate and Administrative Tribunal. On

January 4<sup>th</sup>, she was told that this was referred back to Local Government so she would like to know what happened after it was referred back to us.

City Manager, Richard Herbek, said that he is guessing that they meant it was being referred back to the Local Governments Committee.

Councilwoman Lee said that she and Ian MacDougall both sit on the Housing Authority Board. She thinks that the rule is that only one City employee can sit on the Housing Authority Board and she was there first but she will talk with the City Manager and Corporation Counsel about that. In terms of the other Boards, she said that she actually sits on nine Boards and seven of them are not here in the City of Newburgh. The other Board she sits on in the City of Newburgh is the NCAC. Part of their bylaws is that a City official sit on the Board and at any point they can step down and nominate someone, which she is in the process of doing. She added that she has no intention of leaving any Board that helps any low income community no matter what anyone says.

Barbara Smith added that she would like an interpretation of the Local Law.

Councilwoman Lee said that would come from Michelle Kelson, Corporation Counsel.

Leeola Williams, City of Newburgh, said that over the weekend cars were being ticketed and towed and her car was actually towed on Saturday. She is concerned because she was not given the opportunity to move her car and it was towed by a private company that charged her \$254.09. By the time she got over to the company to pick up her car she was informed that they were already closed and that she would be charged \$40.00 per day for her car. If the City is authorizing private companies to tow our cars, then they should make arrangements for them to be there on the weekends so that we can claim our cars. It is unfair that she could not get her car until Monday.

Timothy Hayes-el, City of Newburgh, asked Mayor Kennedy if she said that there are eight thousand workers in the City of Newburgh and six thousand of them live outside the City or was it eight hundred and six hundred?

Mayor Kennedy said that there are only about two hundred people that work for the City and she doesn't know how many of them live outside the City.

Timothy Hayes-el said that this is a new City Council and he hopes that we can move forward. He hopes that we can get things done without fighting and acting crazy so let's come together and make it happen.

MaryAnn Prokosch, City of Newburgh said that she is glad the Council is going to look at the snow removal policy again because for some reason people still park on both sides of the street during snow emergencies but on street sweeping days they are parked on one side because they are used to that regulation. She knows it is difficult with the lack of parking here but she feels that we should have alternate side of the street parking from November through March so that way people know they can only park on one side of the street and if it snows the streets can be plowed. People seem to have a hard time with the current policy which makes it difficult for the city workers to clear the streets well. The best thing she heard said tonight is that the Council knows what their job is because that has been the problem for many years. She suggested that they pay attention to the goals they are looking at because that will become the roadmap for this City and where we are moving forward. That has to come from the top which is the City Council who represents the people.

Roxie Royal, City of Newburgh, welcomed the new City Council members and said that she appreciates how they are conducting themselves. We don't need to see fighting and arguing amongst themselves. The problems that were in the past that we are asking for information on what happened is a little premature and we should give them some time to check it out and then we expect them to work it out. As a member of the NAACP, she thanked the Council members because almost all of them attended our first breakfast honoring the Veterans in the area. They had seventy plus people in attendance despite the snowy weather to show appreciation to our Veterans. She added that she wanted to recognize Mr. Skartados in our audience tonight who was our Assemblyman and hopes to be again.

Pastor Rosie, 104 Broadway, said that parking might not be a priority right now but people are being ticketed before the meters have expired. They are bringing in different shipments all day long and the best place to do that is in front of the building. They are putting about ten to fifteen dollars into the meters per day with many different cars going in and out of the building so it is disheartening if you run inside just to get change and you come out to find a ticket on your car. They are looking for some sort of remedy for the people who occupy the buildings because it is discouraging to feel like you are fighting against the people you love and you are on the same team. They are a non-profit organization and they work sixteen or more hours a day so maybe they could put something in the window of their vehicle stating that they just ran in to the building with a delivery. She has heard different information

about when you have to pay the meters and when you don't so they need some clarification.

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

## RESPONSES

Mayor Kennedy asked City Manager, Richard Herbek, if he would answer the questions about the parking issues because we just passed an ordinance tonight that clarifies a few of those things.

City Manager, Richard Herbek said that the ordinance that was just approved this evening eliminates the lunch reprieve period and the parking meters are in effect from 8:00 a.m. to 6:00 p.m. Monday through Saturday so the only day that it is not in effect will be Sunday. We have stepped up our level of enforcement because we weren't quite satisfied with the overall enforcement along Broadway so we are being conscientious about it. He told Pastor Rosie that he understands her issue and he doesn't know exactly what the answer is but they will take a look at it and see if there are any options.

Mayor Kennedy added that the resolution also passed tonight will be raising the fee for parking to 0.25 per half hour or 0.50 per hour. This will take place over time as the meters will have to be changed.

## COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that the Board of Ethics and the Human Rights Commission are both seeking inquiries for people who would like to serve on these two very important Boards. We also still need two more people to fill our Citizens Advisory Committee and all of these people have to be appointed. She thanked DPW for the snow removal and noted that the NAACP breakfast was really wonderful. It was at Ruthies on Lake Street which is very nice. She added that she has applications for the Memorial Day Parade and noted that the Newburgh Free Library will be showing free movies on Saturday, January 28<sup>th</sup> at 1:00p.m. and again on Saturday, February 25<sup>th</sup> at 1:00 p.m. The Newburgh Free Library is the place to go because there is so much activity and they are bringing more computers in. They are open day and night and they close at 9:00 p.m.

Councilman Dillard thanked everyone for coming tonight and said that one thing that is very important and we must remember to carry through 2012 is that this is a very fragile City financially. There is going to come a time when the Council will be confronted with raising taxes or cutting services again and he hopes that the people will come and tell them exactly what they want them to do. As he has indicated, 2012 is going to be a very difficult year for the entire Country and they are going to need the help of the residents. He hopes to see everyone at the next meeting.

Councilwoman Lee stressed again joining the Boards because that is where people are needed. She knows that there are two activities running on January 26<sup>th</sup> but the voiceless of the City of Newburgh have asked to have a voice and when she ran for City Council she said that she would make sure that if nothing else they would have a voice with her. This City is about to be redistricted and everyone needs to be there. She also wanted to say that it is time to move forward. She can't sit and explain what she is doing, when she is doing it and how she is doing it because somebody wants to know. If there is an entity in this City that is struggling and she has a skill that she can offer, she will do so. If that annoys anyone, then she doesn't know what to say but if they need legal advice they should probably send an e-mail to Ms. Kelson. We are in trouble and low income people are in more trouble so it is our job to help them not to point fingers and wonder who is doing what and why they are doing it. Let's focus on this City and move it forward because we have some serious problems here. It's time to do real work and her thinking is that we need to get it done and not worry about what she is doing.

Mayor Kennedy said that there is a lot going on here tonight and she appreciates everyone coming and giving their input. There is a lot of work to do and there are a lot of people who are willing to do it so she is very excited about that. She understands the comment about the ticketing and towing process but that is part of the whole snow emergency that they will be reviewing. She added that this City is on the move for making it safe and it is our number one priority. The police are working diligently along with the FBI and the County so the priorities that we are putting in place are making this City safe for businesses and our citizens. She stated that if anyone is planning on doing any robberies, drug trade or attacks on our residents here in the City of Newburgh let it be known that it is not going to be tolerated here in the City of Newburgh any longer. We are taking action and we mean business. In response to an earlier comment on how we have been running this City, she said that we have obviously been in a lot of trouble over the last several years and it hasn't been running well but we are working now on putting goals in place, prioritizing and getting things done that will put us in a new strategic direction. There was a question asked about the demo project on Chambers Street and that is not the Land Banks decision. We had four bids come forth for a demo project last fall but each one had problems with their bid package so the City Council put those bids on hold and asked for a rebidding process. It was not the Land Bank or the Newburgh Greater Partnership; it was the City Council that made that decision. They are anticipating the new bids to come through shortly but that is why the houses are not down yet. She added that she doesn't know about the Administrative Tribunal or ticketing before meters have expired but she will look into it. She mentioned that the Community Action Teams meeting and the Citizens Advisory Committee meeting on Thursday night are both important meetings and both of them have critical input on how this City is moving forward. We have tried very hard to figure out how people can participate in both but there is so much movement happening in both directions that it became difficult to change either one of these meetings. They are doing the best they can and there won't be another conflict with these meetings again. She is really pleased with the amount of community involvement and commitment from people all across this City and she looks forward to working with them all. We are on the move.

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

LORENE VITEK  
CITY CLERK

