



City of Newburgh Council Work Session

6:00 pm

May 19, 2011

AGENDA

1. Procedural Items related to the City Council meeting on May 23, 2011:
 - a. Minutes of the meeting of May 9, 2011
 - b. Notices of Claim
 - c. Residential/Commercial Tax Exemption (485-a) public hearing is Monday
 - d. Land Use Plan public hearing is Monday
 - e. Stormwater Management Program public hearing is Monday
2. Presentation:
 - a. Taylor BioMass disposal option – James Rollins (see proposal)
3. Planning and Development/Real Estate
 - a. Youth Services (see memo)
 - b. CDBG 2011 Reprogramming Proposal (see memo)
 - c. Land Bank – 13 and 15 Chamber Street
 - d. RFQ Review Procedures
 - e. (Res. 103) Agreement with CGI Communications to participate in the community banner program
4. Engineering:
 - a. (Res. 104) License agreement with the Newburgh Rowing Club to authorize the construction of a sewer connection at the septage receiving station of the Newburgh wastewater treatment plan.
 - b. Proposal from CT Male to conduct initial evaluation of abandoned buildings (see proposal)
5. Finance Department:
 - a. Monthly cash report
 - b. (Res. 105) Authorization to apply for Governor's Traffic Safety Committee, Buckle up NY Safety Program grant in the amount of \$10,030.00 with an estimated City match of \$2,600.00 and to accept such grant in awarded.
 - c. (Res. 106) Authorization to apply for Child Passenger Safety Grant in the amount of \$10,000 with no City match.

d. (Res. 107) Agreement with Govdeals.com to sell surplus items

6. Discussion Items:

a. Washington Street Boat Launch

- (Res. 108) Amendment to an agreement with NYS DEC regarding the fees associated with the Washington Street Boat Launch
- (See associated ordinances)

b. Waterfront Parking

RESOLUTION NO.: 103 - 2011

OF

MAY 23, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH
CGI COMMUNICATIONS, INC. FOR POLE BANNERS

WHEREAS, the City of Newburgh is dedicated to making the community a better place to live, work and conduct business; and

WHEREAS, the City wishes to participate in a promotional campaign conducted by CGI Communications, Inc. to help market and do business in the City; and

WHEREAS, the marketing program includes street banners exclusively designed for the City of Newburgh which will be displayed on poles along Dr. Martin Luther King, Jr. Boulevard; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with CGI Communications, Inc. to provide pole banners to the City of Newburgh, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

Mr. Lynch,

As requested here is some additional information on this new program our company is once again offering. We would love to work with your community on this program.

The Community Banner Program is being brought back by popular demand and will be offered to a select few past participants. This program provides communities with an opportunity to:

- Beautify their streets
- Create community pride
- Help local businesses market themselves
- Brand your website address

As in previous years this is a no cost program. CGI Communications, Inc. has been working with the U.S. Conference of Mayors and the National League of Cities on this and other promotional programs for communities for a number of years.

We are going to give your community at no cost a minimum of 15 custom designed street banners that will be branded with your organization's web address. These banners will be hanging throughout the community to increase awareness and drive traffic to your website by your residents, tourists, commuters, and business community. Our amazing graphic arts department will custom design the banners for you whether you want them modern, patriotic, historical or an other preferences.

Below you will find a link to some online examples:

[Community Banner Program Demo](#)

CGI will offset the cost by working with local businesses to give them the opportunity to support the program by sponsoring the banners. This opportunity leads to increased awareness of your small to medium size businesses, who as we know are the life blood of the community

It works very much like an adopt a highway, adopt a brick program. The sponsorships include both business name and logo. We take full responsibility for approaching your local businesses. There is no minimum sponsor requirement. Of course the more sponsors we have the more banners you will have on display. CGI will also provide all of the brackets and hardware for installation.

All we ask from you is that you assist in selecting artwork and provide us with a letter of introduction that lets the business community know about the program.

This program is time sensitive so we hope to hear from you soon! Attached you will find our agreement and letter of introduction. Signed paperwork can be faxed to 866-429-8611 or e-mailed to myself as a pdf. Please call me if you have any questions. I will also be

following up in the next few days.

Best regards,

Jered Shuknecht
Marketing Executive
CGI Communications, Inc.
Phone: 800-398-3029 ext 408
Mobile: 585-356-5144
www.cgicomcommunications.com

Streetscape Banner Program Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
800-398-3029 phone
866-429-8611 fax

Name: Richard F. Herbek
Title: Acting City Manager
Address: 83 Broadway
City State, Zip: Newburgh, NY 12550
Phone: (845) 569-7301
Email: citymanager@cityofnewburgh-ny.gov
Website: www.cityofnewburgh-ny.gov

This agreement is between CGI Communications, Inc. and the City of Newburgh and shall remain in effect from the date it is signed by both parties until the completion of three (3) years of banner display in the City as described herein. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration.

CGI, Communications, Inc. and its Community Banner Services division shall provide:

- Full-color, custom graphic vinyl banners
- A minimum of 15 banners with business sponsors allows on the bottom 33%
- Design and size customized to meet your City's specifications (standard size 30" x 60)
- Business sponsor's name and/or logo displayed on lower 33% of each banner
- Quantity of banners determined by number of sponsor participants
- Duration of sponsor participation will be one year and Community Banner Services is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- New banner design, if warranted or necessary for each 12 month period
- New business sponsors for each 12 month period; lower portion to be consistent with upper design and color scheme
- All necessary hardware
- Free replacement of torn, worn, and/or damaged banners within 30 days of notification from City

The City shall provide CGI and its Community Banner Services Division:

- A letter of introduction for the program on City's letterhead
- The right to use City's name in connection with the preparation, production, and marketing of the program set forth herein
- Identification of, and access to, the preferred pole sites for proper banner placement
- Monitoring and maintenance of banners as needed throughout their annual display
- Report, torn, and/or damaged banners in need of replacement to CGI and its Community Banner Services division
- City is responsible for removal of all banners and bracket system upon expiration of agreement
- Installation of all banners and replacement banners as needed

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein.

We, the undersigned, understand the above information and have full authority to sign this agreement.

City of Newburgh, NY

CGI Communications, Inc.

Signature:

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing

Date:

Date: April 26, 2011

RESOLUTION NO. 104 -2011

OF

MAY 23, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SECOND AMENDMENT TO THE LICENSE AGREEMENT WITH THE
NEWBURGH ROWING CLUB TO CONSTRUCT A SEWER CONNECTION AT
THE SEPTAGE RECEIVING STATION OF THE NEWBURGH SEWAGE
TREATMENT PLANT

WHEREAS, the City of Newburgh ("City") and the Newburgh Rowing Club agree that the sport of rowing encourages discipline, character, teamwork, physical fitness and good health; and that rowing enjoys a prominent historical connection with the City of Newburgh, being the site of the landmark achievements of the Ward brothers, namesakes of the Ward Brothers Memorial Rowing Park; and

WHEREAS, the Newburgh Rowing Club provides valuable recreational, social and community-based opportunities to the City and the greater Newburgh area, and enhances the City's quality of life bringing renown and the esteem of schools, athletic, associations, clubs and other communities far and wide; and

WHEREAS, the City and the Newburgh Rowing Club wish to further develop and advance their relationship which is in the best interests of the people of the City, the Newburgh Rowing Club and its participants and supporters, the sport of rowing and the greater Newburgh community; and therefore wish to enter into the Memorandum of Understanding as provided hereby, and

WHEREAS, the City and the Newburgh Rowing Club entered into a License Agreement dated October 31, 1999, as authorized by Resolution No. 210-99, dated October 12, 1999, as amended by Amendment to License Agreement, as authorized by Resolution No. 83-2002 of April 22, 2002, permitting NRC to construct a boathouse and sewer connection to the Newburgh Sewage Treatment Plant, parking facility, landscape and docks; and to conduct its activities on a portion of waterfront parkland owned by the City; and

WHEREAS, the City and the Newburgh Rowing Club wish to further amend the License Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute the Second Amendment to License Agreement with the Newburgh Rowing Club in substantially the form attached hereto with such other terms and conditions as Corporation Counsel may require, same as being required by law and in the best interests of the City of Newburgh, to authorize NRC to construct the boathouse sewer connection in accordance with the revised plans referenced herein and further that the City Manager is authorized to take all other such actions in cooperation with the NRC for the operation and maintenance of said connection within the City's parkland and right of way.

SECOND AMENDMENT TO LICENSE AGREEMENT

This SECOND AMENDMENT TO LICENSE AGREEMENT dated March _____, 2011 to License Agreement dated October 13, 1999, by and between the CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, Newburgh, New York 12550 ("City"), and the NEWBURGH ROWING CLUB, INC., a New York not-for-profit corporation with mailing address at P.O. Box 227, Newburgh, New York 12551 ("Licensee").

Whereas, the City and Licensee entered into a License Agreement dated October 13, 1999, as authorized by Resolution No. 210-99 of October 12, 1999, as amended by Amendment to License Agreement, as authorized by Resolution No. 83-2002 of April 22, 2002, copies of such License Agreement, Amendment to License Agreement, and two (2) Resolutions being attached hereto, and

Whereas, the City and Licensee wish to further amend the License Agreement, now therefore

The City and Licensee agree as follows:

1. The License Agreement shall be further amended to add a new paragraph 13 to read as follows:

13. This license shall additionally include the right to erect, maintain, remove, and replace, if necessary, two (2) utility poles to carry electrical lines to the licensed premises, the first pole to be located on the licensed premises and the second pole to be located outside the licensed premises in Ward Brothers Memorial Rowing Park, both as shown on the attached sketch. The Licensee shall pay all costs of erecting, maintaining, removing, and replacing, if necessary, the two (2) poles. The Licensee shall be responsible for obtaining all necessary permits from Central Hudson and for paying the cost of all electricity transmitted through the lines attached to such poles.

2. The License Agreement shall be further amended to add a new paragraph 14 to read as follows:

14. This license shall additionally include the right, on obtaining Public Event Permits from the City including posting of requisite insurance coverage naming the City as additional insured, to use all of Ward Brothers Memorial Rowing Park in addition to the licensed premises during official rowing meets sponsored by the Licensee.

3. All other terms and conditions of the License Agreement and Amendment to License Agreement shall continue to remain in full force and effect.

CITY OF NEWBURGH

By _____
Richard R. Herbek
Acting City Manager

NEWBURGH ROWING CLUB, INC.

By _____
Robert Frederick
President

RESOLUTION NO.: 105 - 2011

OF

MAY 23, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR A GRANT FROM THE
GOVERNORS TRAFFIC SAFETY COMMITTEE FOR
THE BUCKLE UP NEW YORK (BUNY) SAFETY PROGRAM
IN AN AMOUNT OF \$10,030.00 WITH AN ESTIMATED CITY MATCH OF \$2,600.00
AND TO ACCEPT SUCH GRANT IF AWARDED

WHEREAS, the City of Newburgh Police Department performs many duties and offers a variety of services to promote public safety and health; and

WHEREAS, the Governor's Traffic Safety Committee (GTSC) awards grants under its "Buckle Up New York" (BUNY) grant program to provide funds for additional police enforcement, educational materials, safety equipment, training, media outreach and other strategies related to fostering increased compliance with seat belt laws and enforcement thereof, and related services to be provided by and through the City of Newburgh Police Department; and

WHEREAS, making application for such grant in the amount of \$10,030.00 with an estimated City match of \$2,600.00 for benefits will continue this important and successful program from prior years; and

WHEREAS, this Council has determined that applying for and acceptance of such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute any and all documentation required to apply for and accept the aforementioned grant in the amount of \$10,030.00 with an estimated City match of \$2,600.00 from the Governors Traffic Safety Committee; and

BE IT FURTHER RESOLVED, that the City Manager and Chief of Police be and they are hereby authorized to accept such grant and implement the subject program.

RESOLUTION NO.: 106 - 2011

OF

MAY 23, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR A GRANT FROM THE GOVERNOR'S TRAFFIC SAFETY COMMITTEE
FOR CHILD SAFETY SEATS AND RELATED SERVICES
IN THE AMOUNT OF \$10,000.00 WITH NO CITY MATCH REQUIRED
AND TO ACCEPT SUCH GRANT IF AWARDED

WHEREAS, the City of Newburgh Police Department performs many duties and offers a variety of services to promote public safety and health; and

WHEREAS the Governor's Traffic Safety Committee (GTSC) awards grants under its "Child Passenger Safety Incentive" grant program to provide eligible persons from culturally diverse, low income populations with child safety seats, awareness training and additional related services, to be provided by and through the City of Newburgh Police Department; and

WHEREAS, this will be a continuation of this successful program from last year; and

WHEREAS, this Council has determined that applying for and acceptance of such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute any and all documentation required to apply for the aforementioned grant in an amount of \$10,000.00 from the Governor's Traffic Safety Committee; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to accept such grant and implement the subject program should it be awarded.

RESOLUTION NO.: 107 - 2011

OF

MAY 23, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH GOVDEALS.COM
TO PROVIDE LIQUIDATION SERVICES TO THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh from time to time has surplus City equipment which is no longer needed for City purposes; and

WHEREAS, such property may have some inherent commercial value to private parties; but cannot be used by the City departments or agencies; and the City has no efficient means of storing, preserving, using or otherwise deriving value from such property; and

WHEREAS, GovDeals.com is an experienced and proven online government surplus sales service provider which sells items to anyone on the public site; and

WHEREAS, GovDeals.com only charges for the items sold at a rate of 7.5% of the sale price and has generated significant revenues for such municipalities and agencies by profitably selling such property to private bidders; and

WHEREAS, entering into such a contract would generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus 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 Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with GovDeals.com to provide liquidation services to the City of Newburgh, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and the City of Newburgh ("Client"), having its principal place of business at 83 Broadway – Newburgh, New York 12550.

- 1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1 Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 **Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 **Payment:**
 - 4.1 If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of New York.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: City of Newburgh

Signature: _____

Signature: _____

Print Name: Robert L. DeBardelaben

Print Name: Richard F. Herbek

Title: President

Title: Acting City Manager

Date: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
 5907 Carmichael Place
 Montgomery, AL 36117
 Telephone Number: 866.377.1494
 Fax Number: 334.387.0519
 Email: salessupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in GovDeals Memo of Understanding- Exhibit A.

Client Collects Proceeds

Option A1 (7.5% Seller- 0% Buyer)

Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

Option B1 (7.5% Seller- 5% Buyer)

Option B2 (5% Seller- 7.5% Buyer)

Option B3 (2.5% Seller- 10% Buyer)

Option B4 (0% Seller- 12.5% Buyer)

EXHIBIT A - Online Auction Memo of Understanding

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5%* fee which will be reduced according to the Tiered Fee Reduction Schedule (described below). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5%* fee but is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The client is only allowed to pass on to the winning bidder the amount charged to them based on the tiered pricing schedule above. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, any special fees and sales taxes, if any. By passing this fee on to the winning bidder, the client's effective fee is zero percent (0%). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5%* fee and the winning bidder pays a 5% Buyers Premium. **

Option B2: The Client pays a 5%* fee and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5%* fee and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays zero percent fees (0%) and the winning bidder pays a 12.50% Buyers Premium.

Tiered Fee Reduction Schedule

GovDeals' Tiered Fee Reduction Schedule below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%*) of the winning bid, but not less than \$5.00.
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

*Subject to a minimum per asset/lot fee of \$5.00. **If the Client chooses to pay the full 7.5% fee, they will have access to the Tiered Fee Reduction Schedule.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact: _____
(Person to receive checks and invoices) Name and Title

E-Mail Address: _____

Phone Number: _____

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to: _____
Client's Legal Name

Mail check to: _____
Street Address / P.O. Box Number

City, State and Zip Code

Please check here *only* if Client elects to **NOT** allow GovDeals to deduct the GovDeals fees from proceeds due the client.

City of Newburgh

Newburgh, New York

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” City of Newburgh (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal

- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

***Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **City of Newburgh**. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the Seller may bid on the property listed for auction, so long as they do NOT bid while on duty.

RESOLUTION NO.: 108 - 2011

OF

MAY 23, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AMENDMENT TO AN AGREEMENT BY AND
BETWEEN THE CITY OF NEWBURGH AND THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION ("DEC")
TO AUTHORIZE A DAILY AND SEASONAL BOAT LAUNCH PERMIT FEE
AT THE WASHINGTON STREET BOAT LAUNCH RAMP

WHEREAS, the City of Newburgh in cooperation with the New York State Department of Environmental Conservation, has developed the subject property to accommodate a boat launch ramp in conjunction with a Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997; and

WHEREAS, the City owns the real property surrounding the Washington Street Boat Launching Ramp; and

WHEREAS, the City seeks to impose reasonable fees for the use of said boat launch ramp, requiring that said Co-Operative Agreement be amended;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. The City Manager is hereby authorized to amend said Co-Operative Agreement with the DEC, and in connection with such amendments to the Agreement to impose a daily and seasonal permit fee for boat launching.
2. The agreed-upon fees for such daily and seasonal permits will be enacted through a City ordinance.
3. One (1) certified copy of this Resolution shall be prepared and sent to the New York State Department of Environmental Conservation, Albany, New York.
4. This Resolution shall take effect immediately.

AMENDMENT NO. 4

REVISED OPERATION AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF NEWBURGH AND THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Cooperator: City of Newburgh
County: Orange
Facility: Newburgh Boat Launch

WHEREAS, the New York State Department of Environmental Conservation (hereinafter the "Department") and the City of Newburgh (hereinafter the "City") entered into an agreement dated June 6, 1997 (hereinafter the "Agreement") regarding Hudson River boat launch owned by the City, and

WHEREAS, the City now wishes to revise the Agreement pursuant to Paragraph 10 of the Agreement so as to authorize the City to charge a moderate fee to launch boats to help defray the cost incurred by the City in operating and maintaining the site, and the Department agrees to such revision.

NOW, THEREFORE, BE IT AGREED THAT the Agreement is hereby revised by changing Paragraph 3 of Schedule C of the Agreement to read as follows:

The public boat launch will be open to the public without discrimination including place of residence. Daily permit fee for use of the boat launch will be \$20.00. Seasonal permit for use of the boat launch will be \$175. Citations will be issued to vehicles not displaying permit in accordance with the regulations.

The remainder of the Agreement shall remain in full force and effect and its terms are not affected by this modification except to the extent expressly set forth above.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 4 to the Agreement as set forth below and have caused their respective duly authorized officials to subscribe their names hereto.

CITY OF NEWBURGH

Date: _____

By: _____
Richard F. Herbek
Acting City Manager

NYS Department of Environmental Conservation

Date: _____

By: _____
Nancy Lissier
Director of Management and Budget
Services

ORDINANCE NO.: _____ - 2011

OF

MAY 23, 2011

AN ORDINANCE AMENDING CHAPTER 220, "PARKS AND RECREATION AREAS"
ARTICLE III, ENTITLED "WASHINGTON STREET BOAT LAUNCH RAMP"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO ADD PERMIT REQUIREMENT

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 220, "Parks and Recreation Areas", Article III "Washington Street Boat Launch Ramp" be and is hereby amended to read as follows:

Section 1. Chapter 220: Parks and Recreation Areas

Article III. Washington Street Boat Launch Ramp

§ 220-21. Permit required; Fees.

- A. ~~Fees for launching watercraft shall be as set forth in Chapter 163, Fees, of this Code.~~
No person shall launch a boat, jet ski or other vessel unless the fees for the current season as set forth in Chapter 163, Fees of this Code has been paid and a duly authorized permit or sticker for the use of the boat launch has been issued by the City.
- B. Holders of permits or stickers shall be required to exhibit same at the request of any other individual authorized to enforce provisions of this Code or affix the permit or sticker to the rear windshield of any vehicle parked in a duly designated boat trailer parking area as set forth in Chapter 288, Vehicles and Traffic, of this Code.

Section 2: THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

ORDINANCE NO.: _____ - 2011

OF

MAY 23, 2011

AN ORDINANCE AMENDING CHAPTER 288, "VEHICLES AND TRAFFIC"
SECTION 288-29.1 ENTITLED "BOAT TRAILER PARKING ZONES"
AND SECTION 288-85 ENTITLED "SCHEDULE XXVII:
CITY PARKING LOTS AND PARKING GARAGES - PARKING PERMIT FEES"
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", be and is hereby amended to read as follows:

Section 1. Chapter 288, Vehicles and Traffic

Article III: Parking, Standing and Stopping

§ 288-29.1. Boat trailer parking zones.

A. No vehicle shall stop, stand or be parked in an area marked as a boat trailer parking zone unless it is towing a licensed boat trailer and displays the permit or sticker issued by the City for the current season pursuant to Chapter 220, Parks and Recreation, of this Code.

Article VIII: Schedules

§ 288-85. Schedule XXVII: City Parking Lots and Parking Garages -- Parking Permit Fees.

Whenever the City Manager shall, pursuant to the authority delegated to him by § 288-35 of this chapter, have designated all or some of the spaces in parking lots owned or operated by the City of Newburgh as reserved for vehicles displaying a valid parking permit for said parking lot issued by the City of Newburgh, the fee for the purchase of said parking permit shall be as established

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Underlining denotes additions

herein; and no person shall park or stand a vehicle in such space without displaying a valid parking permit issued by the City of Newburgh and without having paid the fee set forth herein.

Location of Parking Lot

Monthly Fee

~~Washington Center~~

~~\$35~~

Washington Street Boat Launch

\$20 Daily or seasonal permit
as set forth in Chapter 163,
Fees

Section 2: THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

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ORDINANCE NO.: _____ - 2011

OF

MAY 23, 2011

AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 220-21	Launching boat or jet skis at Newburgh	
	Boat Launch	\$8.00 per day per boat/jet ski
		<u>Daily Permit: \$20.00</u>
		<u>Season Permit: \$175.00</u>

Section 2: THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

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