

A regular meeting of the City Council of the City of Newburgh was held on Monday, August 9, 2010 at 7:00 P.M. in the Council Chambers, City Hall, 83 Broadway, Newburgh, NY 12550

The Prayer was led by Mayor Valentine and the Pledge of Allegiance was led by Councilwoman Bell.

Present: Mayor Valentine, presiding; Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard-5

Councilwoman Angelo moved and Councilwoman Bello seconded that the minutes of the regular meeting of July 12, 2010 be approved.

Ayes-Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine-5

CARRIED

Councilwoman Angelo moved and Councilwoman Bello seconded that the minutes of the special meeting of July 26, 2010 be approved.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

CARRIED

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

CARRIED

PRESENTATIONS

J. Dwight Hadley, CPA presented the Sanitation Enterprise Fund Report. He said that he was asked to look at programs, operations and the financial condition of the City and come up with recommendations for the Council to consider regarding the City's deficit. We have secured legislation to eliminate the accumulated deficit through the end of 2010 but the City is still faced with having to balance the Budget for 2011 and he estimates that the gap between revenues and expenditures will be around eight million dollars. To close that gap most likely property taxes will have to increase and they are working on preparing a Budget to present to the City Council in September to review and look at the proposals being made. One idea that was presented to the City Council in April was that they looked at the sanitation operations and discovered that it is not paying its way and the City is collecting fees after the services were issued. The proposal was presented to the Council last April and there was a public hearing held on June 14, 2010. The local law was adopted the same night which increased the rates. Two billing periods will be for four months of service and then in January, 2011 they will go back to the three month cycle. The purpose of this is to close the gap of when the City provides the services and when they are getting paid for those services and also to make the fund self-sufficient so it stands on its own two feet.

Councilwoman Bell understands that the bill that was just received is much higher than the bill we will be receiving in January. So in January the bill will go down. Not to what it was initially but it will go down.

Dwight Hadley said that the bill received now and the bill in November will be for four months and then in January it will go back to three months like it was before.

Mayor Valentine said that this is to clarify the changes in the rate increase and that these two billing cycles will be for four month periods.

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Bello seconded that the Notices of Claim, Notices of Petition, Notice of Application for Review of Tax Assessment and Notice of Application and Petition for Review of Tax Assessments be referred to Corporation Counsel with power to act.

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

PUBLIC HEARING

Mayor Valentine called a public hearing that was advertised for this meeting to receive public comment regarding the Housing and Community Development needs of the City of Newburgh in order to assist in the preparation of its Housing and Community Development Plan for fiscal year 2011.

Courtney Kain, Acting Community Development Director said that they are looking right now at what the priorities are in the community. We have a 2010 - 2014 game plan on the website but each year we look at funding to plan for the future. This public hearing is to see what the needs are and they will meet again in September and then in October there will be a public hearing on the 2011 Budget.

Susan Smith, 36 Chambers St., Community Voices Heard leader said that they work around the issues of moderate to low and very low income families to find affordable housing and jobs. There are several abandoned houses on Lander and Chambers Street that are falling down but some could be fixed up. The cost of living has gone up and people can't afford to live in their homes because they don't have jobs. It is very important to get affordable housing back in the City of Newburgh and she hopes that the City Council will continue to work with them on getting this done. She knows of some places that are knocking homes down that can't be fixed and redeveloping areas and sidewalks are being repaired. She thinks that the property at the corner of Broadway and Lander Street could maybe be used for a supermarket or something and there are two buildings on Chambers Street that can't be repaired so perhaps that area could be turned into a playground for the children or a community garden. There are many issues and she realizes that the Budget has to come first but without jobs we will go nowhere.

Kippy Boyle, City of Newburgh asked that the public hearing be kept open for one more round of Council meetings and work sessions. She saw on the website a Consolidated Annual Performance and Evaluation Report for 2008 but didn't see anything for 2009. We would need to see that report in order to look at where the money has been spent in the past year and to figure out how it can best be spent now. From the 2008 report she learned that many of the plans that we had prior have met with failure. In addition to the \$833,000.00 that was allocated for the 2010 year, there was also another \$225,000.00 in recovery funds that was allocated so she would like to see the report. In the five year consolidated plan, there is a reference to a construction career academy that was to be developed between N.F.A. and Local Union 17 and she never heard about this until she read it but she thinks that this should

be looked into. It also refers to four target areas and that 50% of the \$833,000.00 was to go towards homeowner and rental rehabilitation programs. She would like to know where the money has been spent and how many units have been rehabilitated. She added that the city requested five million dollars in grant funds to be targeted for the Lander Street area and made efforts to select a master developer for each targeted area. Did we receive the five million dollars and who will be the master developers? There are so many questions.

Denise Ribble, Montgomery Street said that CDBG money looks at three major areas. One is housing and under housing suggestions there is the tax foreclosure redemption program, a program for people to rehab their property and home or rental rehab loans that turn into a grant after a certain period of time. Whatever is in CDGB that might allow us to mitigate or mediate abandoned or dilapidated properties should be looked at. As for jobs and housing, we need to pass the hiring ordinance and have a training center. There is a proposal on the table for the demolition of city owned properties and we should be looking at how CDBG, Section 108 and KNEC funds might be used for that. There should be an expedited and coordinated review of those properties that are in the historic district so that we don't spend six months waiting to demolish because they have to go through ARC. Sidewalks and sidewalk repair was mentioned by Councilwoman Bell and this might be another place to perhaps do a partnership to employ people. As for other economic development, she thinks that we have to focus on youth activities. Similar to the way there was a presentation about property disposition the Council should have a presentation about all of the vacant parcels and buildings and a plan for that. At the Work Session, there was no talk about the Waterfront and properties that are in contract but haven't come to closure and she thinks that this should be discussed with updates on the status. If there is any way to use CDBG to get pay for parking, it should be looked at and if there is any way to utilize CDBG money for sanitation enforcement officers or others to help generate clean up of properties that would be a good idea. She added that we should look at if we are collecting our PILOT payments and if we can get the parking tribunal.

MaryAnn Prokosch, Galloway Avenue said that CDBG can only go so far and we can't do it all. When she looks at the census tracs where this money should be going, she thinks they should be looking at sidewalks and tree planting. There is a dire need in those areas for new sidewalks and trees would make the area more attractive and create a sense of pride to the neighborhoods. The dilapidated buildings need to come down and perhaps the kids could have another garden or a place to go that would be off the streets. She would also like to see a litter campaign to educate the youngsters about litter and how it affects us.

Brigidanne Flynn, Newburgh, said that wherever the CDBG money goes she would like to know that it will be used 110% for that program. In the past CDBG money has gone to various organizations and we have lost track of where the money went. There is no accountability so we need to keep track of where this money is being spent and that it is being used for what it was asked for.

Mario Cipollone, Housing Education Coordinator with Independent Living, said that the current special needs in CDBG really need to be expanded. This would be people with disabilities that include soldiers who were wounded and have no place live, senior citizens and people who wear glasses. The language in the CDBG document should understand that there are many more categories under special needs that need to be addressed. He commended the City of Newburgh and encouraged them to keep moving forward.

Aquanetta Wright, Newburgh said that years ago when she first started the Jazz Series she was told she didn't qualify for CDBG money because it was at the Waterfront and that money is supposed to be used in the City but years later she found out that that is where most of the money went anyway. She thinks that the guidelines have to be clear and there is a final report that has to be submitted at the end of year to show exactly what the money was used. She added that we continue to give money to the same organizations over and over again so it is time to open the doors to some other organizations.

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

PRESENTATION

J. Dwight Hadley, CPA presented and explained the 2009 Financial Statement and Audit Report which shows that the City has a seventeen million dollar deficit and a small three million dollar surplus. There is a gap of expenditures exceeding revenues by eight million dollars for 2011 that we have to somehow close.

Councilman Dillard asked when the Fiscal Advisory Board will meet again.

Mayor Valentine said that they will meet on Wednesday.

Councilwoman Angelo asked Mr. Hadley if he thinks we will be able to have a legitimate Budget for 2011.

Mr. Hadley said that we will have a budget with real estimates of revenues and expenditures to present to the Council. It will incorporate a variety of changes that are being discussed with the City Manager as to whether they should or should not be implemented. He does not expect that they will have a Budget where revenues will equal expenditures at the time it is presented. There will be a gap. This will all go to the Council for review to accept or not.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Aquanetta Wright said that it is a pleasure to see resolution #165-10 on the agenda because N. Miller Street has been terrorized by raccoons. She asked what this resolution means because she was told by the Animal Control Officer that she could not help her in that case because she did not have the proper certifications that would allow her to do that. She feels that we need to make sure that when someone is employed that they have the documents necessary or make sure that we have the funds available to insure that they get what they need to do the job properly.

Mayor Valentine said that this a budget transfer in order for Animal Control to be in line. They are transferring money from another line to Animal Control. This is just bookkeeping. You will see a lot of these budget transfers that the Comptroller is putting in place so that things are in their right category. If they are short, then they are balanced.

A resident on North Street said that there is a problem with feral cats in the City of Newburgh and he was told by Animal Control that a cat is not a pet or an animal.

Denise Ribble, City of Newburgh said in regard to resolutions #185-2010 and 186-2010 that she would like an explanation on those and she is concerned because it is her understanding that fifteen of the twenty properties listed might be in the Historic District. She asked how we are going to utilize the funding so that this also creates jobs. When we bid out for this demolition, we need to make sure that the City of Newburgh doesn't pay out \$15,000.00 more to demolish a building than they pay in New York City. She also asked for an explanation on resolution #187-10 regarding 292 Liberty Street.

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

CITY MANAGER'S REPORT

Acting City Manager, Richard Herbek announced that we have a new Water Superintendent with us this evening. Jeff Wynans has over twenty years of experience and is well qualified for the position. He added that there is only so much information that can be put on the agenda cover sheet so they are trying to put the resolutions and as much information as they can on the website.

Councilwoman Bell said that this sounds really good but even in the year 2010 there are still people who do not have internet access. She requested just a little more information so that when the resolution is read to the public they will understand what it is about.

Acting City Manager, Richard Herbek said that they will try to do that.

RESOLUTION NO.: 165 - 2010

OF

AUGUST 9, 2010

**RESOLUTION AMENDING RESOLUTION NO: 185-2009,
THE 2010 BUDGET OF THE CITY OF NEWBURGH,
FOR THE PURPOSE OF INCREASING THE ANIMAL CONTROL BUDGET
LINE**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that upon the recommendations of the City Manager, that the following budget transfers for the fiscal year 2010 be and hereby are made from available funds.

General Fund		From	To
A.3120	Police Department .0448 Other Services	\$10,000.00	
A.3510	Animal Control .0448 Other Services		\$10,000.00

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

The Animal Control Line has already exceeded it's \$15,000 budget for 2010
 2009 total actual spent on this line was \$45,984
 2008 total actual spent was \$60,182

This is a request to increase the line \$10,000 to \$25,000
 The decrease is to the Police Department other services line

Description	Increase	Decrease	FUND	DEPT	ITEM	PROJ	LOCATION
Animal Control Other Services	10,000		A	3510	448		
Police Dept Other Services		10,000	A	3120	448		

01591

RESOLUTION NO.: 166 - 2010

OF

AUGUST 9, 2010

**RESOLUTION AMENDING RESOLUTION NO: 185-2009,
THE 2010 BUDGET OF THE CITY OF NEWBURGH,
REGARDING AMENDMENTS TO THE
GENERAL FUND AND SELF INSURANCE FUND
IN CONNECTION WITH 207-A (FIRE DISABILITY)
AND 207-C (POLICE DISABILITY) PAYMENTS**

BE IT RESOLVED that Resolution No: 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended regarding amendments to the General Fund and Self Insurance Fund, in connection with 207-a (Fire Disability) and 207-c (Police Disability) payments, as set forth on the spreadsheets attached hereto.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

Some of the accounting for 207-C & 207-A is in the General Fund and some of it is in the Self Insurance Fund.

I am recommending the following entry to account for all 207-C & 207-A payments in the General Fund

Description	Increase	Offset	FUND	DEPT	ITEM	PROJ
207-C Payments	144,630		A	3120	0101	0207
207-A Payments	60,000		A	3412	0101	0207
Contingency Acct		204,630	A	1900		1990
Total	<u>204,630</u>	<u>204,630</u>				

166-10

RESOLUTION NO.: 167 - 2010

OF

AUGUST 9, 2010

**RESOLUTION AMENDING RESOLUTION NO: 185-2009,
THE 2010 BUDGET OF THE CITY OF NEWBURGH,
REGARDING AMENDMENTS TO THE SELF-INSURANCE FUND**

BE IT RESOLVED that Resolution No: 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended regarding amendments to the Revenues and Expenditures in the Self-Insurance Fund, as set forth on the spreadsheet attached hereto.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

Workers Compensation expenditures to date are \$711,038.61. Please authorize the revised budget detailed below.
 This adjustment does not increase the overall budget.

2009 Workers Compensation expenditures were \$1,065,868
 2008 Workers Compensation expenditures were \$ 898,391

	Original Budget 2010	Revised Budget 2010	YTD 2010	Revised Budget 2010
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M.0000.2401.0000.0000	EARNINGS ON INVESTMENTS..	-20,000.00	-7,000.00	-297.00	-600.00
M.0000.2800.0000.0000	INTERFUND REVENUES..	-3,005,000.00	-3,005,000.00	-3,005,000.00	-3,005,000.00

TOTAL REVENUES		-3,025,000.00	-3,012,000.00	-3,005,000.73	-3,005,600.00
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	BUDGET 2010	Revised Bdg 2010	YTD 2010	Revised Bdg 2010
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M.1420.4100.0000.0000	GENERAL LIAB LEGAL SERVICES	0.00	200,000.00	49,441.88	200,000.00
M.1420.4200.0000.0000	POLICE LIABILITY LEGAL SVS	0.00	300,000.00	172,301.81	300,000.00
M.1420.4300.0000.0000	EMPLOYMENT LIAB LEGAL	0.00	50,000.00	8,909.44	50,000.00
M.1710.0400.0000.0000	ADMINISTRATION..	746,914.00	230,000.00	211,027.41	230,000.00
M.1722.0400.0000.0000	EXCESS INSURANCE..	718,906.00	350,000.00	301,683.57	305,000.00
M.1930.0400.0000.0000	JUDGMENT & CLAIMS..	147,515.00	350,000.00	11,840.32	350,000.00
M.1931.0400.0000.0000	CLAIMS CITY DEPARTMENTS..	37,345.00	3,500.00	3,232.33	3,500.00
M.1989.0400.0000.0000	207A/207C FD & PD CONT. EXP	280,092.00	280,000.00	0.00	0.00
M.1990.0400.0000.0000	CONTINGENCY..	326,775.00	128,500.00	0.00	0.00
M.9040.0408.0000.0000	WORKERS COMPENSATION..	702,099.00	770,000.00	711,038.61	1,217,100.00
M.9050.0400.0000.0000	UNEMPLOYMENT INSURANCE..	65,354.00	350,000.00	161,156.14	350,000.00

3,025,000.00	3,012,000.00	1,630,631.51	3,005,600.00
0.00	0.00	-1,374,369.22	0.00

157-100

RESOLUTION NO.: 168 - 2010

OF

AUGUST 9, 2010

A RESOLUTION AMENDING RESOLUTIONS 185-2009, THE 2010 BUDGET OF THE CITY OF NEWBURGH; 156-2010, FEDERAL JUSTICE ASSISTANCE GRANT FUNDING FOR VIOLENT CRIME; AND 8-2010, PAYMENT TO DOYLE CONTRACTING TO REPAIR THE BROWN'S POND DAM

BE IT RESOLVED, by the Council of the City of Newburgh, New York that resolutions 185-2009, the 2010 Budget of the City of Newburgh; 156-2010, Federal Justice Assistance Grant Funding for Violent Crime; and 8-2010, Payment to Doyle Contracting to repair the Brown's Pond Dam are hereby amended in the forms attached hereto.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

Res. 156-2010
 Accepted \$100,000 of Federal Jag Funding for Violent Crime

The entry establishes the budget in the Grant Fund and transfers \$15,115 to cover the associated retirement, SS & MTA costs of the overtime.

	Expenditures	Revenues	FUND	DEPT	ITEM	PROJ	LOCATION
Grant Fund							
\$100,000 Federal Funds							
JAG Skartados							
Violent Crime							
CFDA#							
Officer Overtime	54,000		CG	3120	103	3503	2010
Undercover Vehicle	25,000		CG	3120	202	3503	2010
Cameras	21,000		CG	3120	205	3503	2010
Retirement	10,800		CG	3120	815	3503	2010
Officer Social Security	4,131		CG	3120	830	3503	2010
Officer MTA Tax	184		CG	3120	1980	3503	2010
JAG Skartados Grant		100,000	CG	3120	4325	3503	2010
General Fund Contribution		15,115	CG	3120	5031	3503	2010
Total	<u>115,115</u>	<u>115,115</u>					

	Increase	Decrease	FUND	DEPT	ITEM	PROJ	LOCATION
General Fund							
Operating Transfer	15,115		A	9901	900		
Officer Overtime		15,115	A	3120	103		
Total	<u>15,115</u>	<u>15,115</u>					

168-10

Resolution 8-2010 authorized the use of \$742,635.50 from the Water Fund capital reserve account to pay Doyle contracting for work performed to repair the Brown's Pond Dam. However, the budget was not amended to reflect this change. Please authorize the following budget amendment for Res 8-2010

Budgetary Entries		Use of			
F Water Fund Description	Expense Increase	Reserve Increase	FUND	DEPT	ITEM
Transfers to other Funds	742,635.50		F	9900	901
Appropriated Reserve		742,635.50	F		511
HF DAM capital Proj Description	Expense Increase	Revenue Increase	FUND	DEPT	ITEM
Ponds & Reservoirs	742,635.50		HF	8320	2004
Interfund Transfers		742,635.50	HF	0	5031

RESOLUTION NO.: 169 - 2010

OF

AUGUST 9, 2010

**RESOLUTION AMENDING RESOLUTION NO: 185-2009,
THE 2010 BUDGET OF THE CITY OF NEWBURGH,
REGARDING AMENDMENTS TO THE LIBERTY STREET ERP PROJECT**

BE IT RESOLVED that Resolution No: 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended regarding amendments to the Liberty Street ERP Project, as set forth on the spreadsheet attached hereto.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

Increase the budget for the additional buried tanks at the Liberty Street ERP Site per memo to Council from Ian MacDougall, City Planner dated 7/2/10

Original Budget for Liberty Street ERP Project

PROJECT	Amounts	FUND	DEPT	ITEM	PROJECT	LOCATION
<u>350-352 Liberty Street #5402</u>						
Expenditures						
Env. Eng. On Site Remediation	249,000.00	H1	1440	0215	5402	2010 40000
Env. Eng. Off Site Remediation	40,000.00	H1	1440	0216	5402	2010
Demolition	51,500.00	H1	3650	0208	5402	2010
Total Expenditures	<u>340,500.00</u>					
Revenue						
NYSDEC Environmental Restoration Program (ERP)	289,850.00	H1	0000	3989	5402	2010 36000
City Match	50,650.00	H1	0000	5731	5402	2010 4000
Total Revenue	<u>340,500.00</u>					

Revised Budget for Liberty St.

PROJECT	Amounts	FUND	DEPT	ITEM	PROJECT	LOCATION
<u>350-352 Liberty Street #5402</u>						
Expenditures						
Env. Eng. On Site Remediation	289,000.00	H1	1440	0215	5402	2010 40000
Env. Eng. Off Site Remediation	40,000.00	H1	1440	0216	5402	2010
Demolition	51,500.00	H1	3650	0208	5402	2010
Total Expenditures	<u>380,500.00</u>					
Revenue						
NYSDEC Environmental Restoration Program (ERP)	325,850.00	H1	0000	3989	5402	2010 36000
City Match	54,650.00	H1	0000	5731	5402	2010 4000
Total Revenue	<u>380,500.00</u>					

169-10

RESOLUTION NO.: 170 - 2010

OF

AUGUST 9, 2010

**RESOLUTION ESTABLISHING CAPITAL LEASE ACCOUNT
AND AMENDING RESOLUTION NO.: 185-2009, THE 2010 BUDGET
OF THE CITY OF NEWBURGH
TO TRANSFER ALL CAPITAL LEASES FROM THE GENERAL FUND
INTO THE CAPITAL LEASE ACCOUNT**

WHEREAS, this City Council needs to establish Capital Lease Account for the various Capital Leases with the City;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby establishes a Capital Lease Account and amends the 2010 Budget of the City of Newburgh, as set forth on the attached spreadsheet.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

The City has various Capital Leases which have been coded to several accounts in the General Fund. The auditors have commented that this makes it difficult to reconcile the expenditures.

Please approve the following budget amendment to establish a capital lease account

G/L CODE	DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
LEASE#8108150037003 Dell Police computers \$ 2,343.25/Mo.			
A.9785.0600	CAPITAL LEASES-PRINCIPAL	26,426.00	
A.9785.0700	CAPITAL LEASES-INTEREST	1,693.00	
A.3120.0444	POLICE-RENTAL OF EQUIP		15,212.00
A.1900.1990			12,907.00
		<u>28,119.00</u>	<u>28,119.00</u>
LEASE#8108150337004 Various computers \$639.66/Mo.			
A.9785.0600	CAPITAL LEASES-PRINCIPAL	7,214.00	
A.9785.0700	CAPITAL LEASES-INTEREST	462.00	
A.1230.0456			874.00
A.1420.0456			874.00
A.1620.0444			438.00
A7140.0448			2,623.00
A.8684.0456			2,867.00
		<u>7,676.00</u>	<u>7,676.00</u>
Avaya phone lease \$2,645.60/mo.			
A.9785.0600	CAPITAL LEASES-PRINCIPAL	18,995.02	
A.9785.0700	CAPITAL LEASES-INTEREST	12,752.18	
A.1900.1900	CONTINGENCY ACCOUNT		31,747.20
		<u>31,747.20</u>	<u>31,747.20</u>
Dell lease \$127.95/mo. Water Fund			
F.9785.0600	CAPITAL LEASES-PRINCIPAL	605.00	
F.9785.0700	CAPITAL LEASES-INTEREST	10.00	
F.8310.0444	RENTAL OF EQUIPMENT		615.00
		<u>615.00</u>	<u>615.00</u>

170-10

RESOLUTION NO.: 171 - 2010

OF

AUGUST 9, 2010

**RESOLUTION AMENDING RESOLUTION NO.: 185-2009,
THE 2010 BUDGET OF THE CITY OF NEWBURGH, AND AUTHORIZING
THE RELEASE OF THE BALANCE OF THE WATER FUND CAPITAL
RESERVE ACCOUNT TO PAY FOR THE COST OF OVERRUNS OF THE
DWSRF PHASE II PROJECT**

BE IT RESOLVED, that Resolution No: 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended as set forth on the spreadsheet attached hereto to: authorize the release of the balance of the Water Reserve Capital Account for the funds to be used for Capital costs and may be transferred to DWSRF Phase II to pay for over-expenditures of the Capital Project.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

As discussed at last month's work session DWSRF Phase II expenses to date have exceeded the original budget by over \$891,000 (\$6,615,895 vs. \$5,724,277). This situation has depleted the Water Fund as funds have been transferred to pay for the excess costs of this project. The Water Fund operating account balance is currently \$55,627.81. This cash balance will not be sufficient to meet it's August obligations. Therefore, I am requesting Council authorize the release of the balance of the Water Reserve Capital Account in the amount of \$588,580.72 (plus July's interest). These funds are to be used for Capital costs and may be transferred to the HN Fund (the DWSRF Phase II project) to pay for overexpenditures of the Capital Project. The Capital Project in turn, will repay the Water Fund for the amount it has borrowed to Fund the project up to the limit of the Capital Reserve Account. Additionally, all contributions to the Water Capital Reserve should be suspended until the Water Fund is no longer in a deficit.

Budgetary Entries

F Water Fund Description	Use of			
	Expense Increase	Reserve Increase	FUND	DEPT ITEM
Transfers to other Funds	588,750		F	9900 901
Appropriated Reserve		588,750	F	511

HN DWSRF Phase II Description	Expense Increase	Revenue Increase	FUND	DEPT	ITEM
DWSRF Capital	588,750		HN	8310	200
Interfund Transfers		588,750	HN	0	5031

17-110

DWSRF Phase II Costs Washington Lake was sole source of water

2nd source of water from Brown's Pond or Calskill Aquaduct. Wtr Dept produces 3.5/m gallons/day can produce 9m

Discription	Original Estimated Costs	Costs to Date	Remaining Costs	Costs above Original Estimate	Status	Contractor
Transmission Main Pump Station	\$2,160,400.00	\$2,745,161.00	\$250,000.00	\$674,761.00	95% complete	Osterhoudt
General	\$490,000.00	\$1,322,145.00	\$0.00	\$832,145.00	complete	Doyle
Electrical	\$200,000.00	\$224,960.00	\$14,450.00	\$39,500.00	90%complete	Napp
Storage Tank	\$603,000.00	\$1,161,989.00	\$0.00	\$558,989.00	complete	CA Phillips
30' valve Chamber	part of tank bid	\$500,000.00	?		90% complete	Osterhoudt
Settling Basins *	\$450,000.00	\$0.00	\$0.00	\$0.00	not awarded	
Hypochlorite Conversion						
General	\$235,263.00	\$250,751.00	\$0.00	\$15,488.00	complete	Standard Cor
Electrical	\$34,400.00	\$34,400.00	\$0.00	\$0.00	complete	
Scada System **	\$450,000.00	\$0.00	\$0.00	\$0.00	not awarded	
subtotal	\$4,623,063.00	\$6,239,406.00		\$2,120,883.00		
Engineering ***						
Hypochlorite Conversion						
Transmission Main	\$20,550.00	\$20,550.00	0	0	complete	MH&E
Pump station, tank & main	\$403,310.00	\$192,159.00	?	?	never finished	MH&E
Scada System	\$47,700.00	\$25,000.00			50% complete	Earthtech
subtotal	\$471,560.00	\$237,709.00				
Other Expenses						
Bond Counsel	\$25,000.00	\$11,900.00	25000			
Attorneys, consultants	\$50,000.00	\$73,130.00	100000	\$23,130.00		
Land Acquisition	\$50,000.00	\$29,000.00				
Force Account	\$20,000.00					
Surveys	\$28,000.00	\$24,750.00				
Miscellaneous	\$10,000.00					
subtotal	\$183,000.00	\$138,780.00				

Contingency		\$435,654.00		
Project Total	\$5,724,277.00	\$6,615,895.00	\$389,450.00	\$2,144,013.00
Difference	\$891,618.00			
Total Additional Est.	\$1,281,068.00			

* settling basin improvements were designed and bid but not awarded because of excessive cost above estimate

** Scada designs were started but not completed by Earthtech because of additional process components within the DWSRF Phase II Project. Scada was to be completed at the end of the project.

*** - I do not have the actual amount that MH&E was paid - but I would estimate at least \$500,000

RESOLUTION NO.: 172 - 2010

OF

AUGUST 9, 2010

**RESOLUTION ESTABLISHING LEGAL FEE BUDGETS
IN THE WATER AND SEWER FUNDS
AND AMENDING THE 2010 BUDGET OF THE CITY OF NEWBURGH**

WHEREAS, this City Council needs to establish legal fee budgets in the Water and Sewer Funds as the City is incurring legal costs for cases which should be charged to said budgets;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby establishes legal fee budgets in the Water and Sewer Funds and amends the 2010 Budget of the City of Newburgh, as set forth on the attached spreadsheet.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

The City is incurring legal costs for cases which should be charged to the Water and Sewer Funds. Please approve the follow budget amendment to establish legal fee budgets in the Water & Sewer Funds.

Water Fund

Description	Increase	Decrease	FUND	DEPT	ITEM
Legal Svc	50,500		F	1420	0448
Contingency		50,500	F	1900	1990
Totals	<u>50,500</u>	<u>50,500</u>			

Sewer Fund

Description	Increase	Decrease	FUND	DEPT	ITEM
Legal Svc	6,000		G	1420	448
Ch Lawsuit		5,000	G	8130	486
Contingency		1,000	G	1900	1990
Totals	<u>6,000</u>	<u>6,000</u>			

172-10

RESOLUTION NO.: 173 - 2010

OF

AUGUST 9, 2010

A RESOLUTION TO AMEND RESOLUTION 163-2007 REGARDING THE SALARY AND BENEFIT PLAN FOR NON-BARGAINING UNIT EMPLOYEES AND TO AMEND RESOLUTION 185-2009, THE 2010 BUDGET OF THE CITY OF NEWBURGH, REGARDING POSITIONS AND SALARIES IN THE DEPARTMENT OF FINANCE

WHEREAS, this Council, by Resolution No. 163-2007 of August 20, 2007, adopted a salary and benefit plan for non-bargaining unit employees; and

WHEREAS, this Council, by Resolution No. 185-2009, adopted the 2010 Budget of the City of Newburgh; and

WHEREAS, the Director of Finance has recommended amendments to Resolutions No. 163-2007 and 185-2009. regarding positions and salaries in the Department of Finance, in accordance with the attached statement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that Schedule A of Resolution No. 163-2007, the salary and benefit plan for non-bargaining unit employees, is amended as follows, effective immediately:

Grade 3

Junior Accountant

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that Resolution 185-2009, the 2010 Budget of the City of Newburgh, is amended as follows, effective immediately:

Clerk in Department of Finance: delete position and salary of \$9,972.49.

Junior Accountant in Department of Finance: add position and salary of \$12,972.49 for period of October 1 through December 31, 2010.

Overtime in Department of Finance: delete \$3,000.

Matter underlined added.

Christine Mitchell, City Comptroller explained that she has a Clerk who has retired and overtime so she is proposing eliminating that position and the overtime and creating a Junior Accountant. The difference in cost will be less than \$3,300.00 and she feels that this position will be a valuable asset to the office.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 174 - 2010

OF

AUGUST 9, 2010

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A POLICE GRANT (CAMERA PROJECT, PHASE II) AND
AMENDING THE 2010 BUDGET OF THE CITY OF NEWBURGH TO
PROPERLY BUDGET THEREFOR**

WHEREAS, this Council wishes to accept the Police grant enumerated on the spreadsheet attached hereto ("Police Grants"), and to amend the 2010 Budget of the City to properly budget therefor; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby accepts the Police Grant, and

BE IT FURTHER RESOLVED, that Resolution 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended to reflect the Police Grant for Camera Project, Phase II, as set forth on the spreadsheet attached hereto.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

PENDING POLICE GRANTS

Phase 2 of Police
Camera Project

	<u>Expenditures</u>	<u>Revenues</u>	<u>FUND</u>	<u>DEPT</u>	<u>ITEM</u>	<u>PROJ</u>	<u>LOCATION</u>
Cameras, Etc.	35,200		CG	3120	210	3302	2009
CDBG Funds		30,000	CG	3120	5031	3302	2009
Donation (in TE 7/09)		3,000	CG	3120	2705	3302	2009
NYS Park Rec & Historic Preservation		2,200	CG	3120	2705	3302	2009
	<u>35,200</u>	<u>35,200</u>					

174-10

RESOLUTION NO.: 175 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING THE PURCHASE OF
INVESTIGATIVE EQUIPMENT FOR THE CITY OF NEWBURGH POLICE
DEPARTMENT AND AMENDING RESOLUTION NO: 185-2009, THE 2010
BUDGET OF THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh Police Department is in possession of funds which were seized in the course of criminal investigations and prosecutions; and

WHEREAS, such funds total the amount of \$5,477.09; and

WHEREAS, the amendment to the 2010 Budget of the City of Newburgh is set forth on the spreadsheet attached hereto; and

WHEREAS, the City of Newburgh Police Department has expressed an interest in purchasing investigative equipment in furtherance of fighting crime in the City of Newburgh; and

WHEREAS, this Council has determined that spending the seized funds to expand the investigative capabilities of the Police Department 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, New York, hereby authorizes the purchase of investigative equipment for the City of Newburgh Police Department; and

BE IT FURTHER RESOLVED, that the City Comptroller be and she is hereby authorized to amend the 2010 Budget for the City of Newburgh to provide for the expenditure of the seized funds in the amount of \$5,477.09.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

175-10

General Fund

	<u>Expenditures</u>	<u>Revenues</u>	<u>FUND</u>	<u>DEPT</u>	<u>ITEM</u>
Police Other Equipment	5,478		A	3120	0205
Police Revenue (fees, etc.)		5,478	A		1520
	<u>5,478</u>	<u>5,478</u>			

RESOLUTION NO.: 176 - 2010

OF

AUGUST 9, 2010

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WATSON SERVICES, INC. FOR THE USE OF 6 PARKING SPACES IN THE CITY OF NEWBURGH'S MUNICIPAL PARKING LOT AT GRAND STREET AND BROADWAY

WHEREAS, the City Council, by Resolution No.: 144-2000 of September 11, 2000, authorized the execution of an agreement with the Chamber of Commerce of Orange County, Inc. for the use of 6 parking spaces in the City of Newburgh's municipal parking lot at Grand Street and Broadway; and

WHEREAS, said agreement terminates on September 14, 2010; and

WHEREAS, the premises located at 47 Grand Street is now occupied by Watson Services; and

WHEREAS, Watson Services has advised that they would like to enter into a three (3) year license agreement to utilize the same six (6) parking spaces at a cost of Fifty (\$50.00) Dollars per space; and

WHEREAS, a copy of such License Agreement is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has examined such License Agreement and determined it to be in the best interests of the City of Newburgh to enter into such;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute and enter into the attached License Agreement on behalf of the City of Newburgh.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

LICENSE AGREEMENT, made this _____ day of _____, 2010
by and between,

THE CITY OF NEWBURGH, a municipal corporation organized and existing under the Laws of the State of New York and having its principal office for the transaction of business at City Hall, 83 Broadway, Newburgh, New York, hereinafter called the "City", and

WATSON SERVICES, INC. a New Jersey business corporation authorized to do business in New York having its principal office at 47 Grand Street, Newburgh, New York, hereinafter called "Watson Services".

WHEREAS, the City is the owner of a municipal parking lot located at the intersection of Grand Street and Broadway in the City of Newburgh; and

WHEREAS, Watson Services wishes to secure off street parking for the support of its offices in the City,

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The City shall reserve for the use of Watson Services six (6) parking spaces in the City parking lot at the intersection of Grand Street and Broadway. The location of said spaces in said lot shall be determined by the City.
2. Watson services shall pay to the City the sum of \$300 per month for said spaces, or \$50.00 per space. Said sum to be paid in advance, prior to the first day of the month on which this agreement commences and thereafter prior to the first day of each month.
3. The City shall provide to Watson Services six parking permits for said spaces.
4. Watson Services shall have the option of increasing the number of spaces reserved for their use to twelve spaces at the rate of fifty (\$50.00) dollars per space on thirty (30) days notice to the City, subject to the availability of space in the parking lot which shall be determined in the City's sole discretion.
5. The City assumes no liability for actions of Watson Services. Watson Services agrees to indemnify and hold harmless the City against any and all liability, loss, damage, cost or expense, including but not limited to legal fees which the City may incur, sustain or be required to

pay as a result of any and all wrongful or negligent acts of Watson Services or its employees.

- 6. Any notice which is required to be given under this agreement or which may be given shall be sent to the parties at the following addresses:

If to the City:

If to Watson Services:

Richard F. Herbek
Acting City Manager
83 Broadway, City Hall
Newburgh, NY 12550

Frederick A. Watson
Watson Services, Inc.
47 Grand Street
Newburgh, NY 12550

- 7. This agreement shall commence on September 1, 2010 and shall terminate on August 31, 2013 unless sooner terminated by either party.
8. Either party may terminate this agreement by giving thirty (30) days written notice to the other at the address specified in Section 6 of this agreement.

WHEREFORE, the parties have caused this agreement to be executed on the date and year first above written.

WATSON SERVICES, INC.

THE CITY OF NEWBURGH

By: _____

By: _____

FREDERICK A. WATSON
President

RICHARD F. HERBEK
Acting City Manager

Approved as to form:

BERNIS E. NELSON
Corporation Counsel

CHRISTINE MITCHELL
City Comptroller

RESOLUTION NO.: 177 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S
22ND ANNUAL FESTIVAL**

WHEREAS, the City of Newburgh will be holding its 22nd Annual Festival over the Labor Day Holiday; and

WHEREAS, various businesses, firms and individuals are making contributions of money and in-kind assistance to support this event; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of this event.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 178 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH SHAMROCK SHOWS, INC.
FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT
THE CITY OF NEWBURGH INTERNATIONAL FESTIVAL**

WHEREAS, the City of Newburgh will hold its annual International Waterfront Festival on Friday, September 3, 2010 through Monday, September 6, 2010, dates inclusive;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement, a copy of which is annexed hereto, and in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with Shamrock Shows, Inc. for services in connection with the City of Newburgh International waterfront Festival.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

178-10

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2010 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 SHAMROCK SHOWS, INC., a firm with principal offices at 338 Willow Tree Road, Milton, New York 12547, 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").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning September 3, 2010 and ending September 6, 2010

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 accordance with the fees and expenses as stated in Schedule A which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A 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 by the CITY 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.

A not to exceed cost of \$0.00 ZERO Dollars has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

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.

178-10

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

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

partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or

indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. 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 9. 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.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Worker's Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$2,000,000 aggregate \$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

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.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. 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.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (1) for CITY'S convenience, (2) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (3) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

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

ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with

the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but most instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. 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 21. 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.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. 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 23. 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.

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

THE CITY OF NEWBURGH

SHAMROCK SHOWS, INC.

BY: _____
RICHARD F. HERBEK
ACTING CITY MANAGER

BY: _____
NAME:
TITLE:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BERNIS E. NELSON
Corporation Counsel

CHRISTINE MITCHELL
City Comptroller

ARTICLE 24: CLOSE OUT & CLEAN UP

The parties agree that Shamrock (VENDOR) shall make its best effort to remove all property and equipment from the site no later than the end of the day Tuesday, September 2, 2008. However, in the event of unforeseen delays or other circumstances beyond the control of the parties, Shamrock shall have until Wednesday, September 5, 2007 to remove all such property and equipment from the site.

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

THE CITY OF NEWBURGH

SHAMROCK SHOWS, INC.

BY: _____
RICHARD F. HERBEK
ACTING CITY MANAGER

BY: _____
NAME:
TITLE:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BERNIS E. NELSON
Corporation Counsel

CHRISTINE MITCHELL
Comptroller

SCHEDULE A
SCOPE OF SERVICES



338 Willow Tree Rd. • Milton, NY 12547
Phone:845-795-1263 • Fax:845-795-2345

July 19th, 2010

Re: 22nd Annual International
Waterfront Festival
September 3rd - September 6th, 2010

To The City Of Newburgh:

Shamrock Shows, Inc is submitting a proposal to the City of Newburgh for this years 22nd Annual International Waterfront Festival.

The fees payable and services provided to the City by Shamrock Shows, Inc shall be as followed:

1. 30% of the total gross receipts for all rides.
2. 12-16 Adult & Children's Rides, space permitting.
3. \$100.00 per game Concession.
4. 7-10 Games, space permitting.
5. 100 Advertising Posters.
6. Tickets will be supplied by Shamrock Shows, Inc
7. Ticket sellers will be furnished by Shamrock Shows, Inc beginning and ending numbers will be tallied daily.
8. Shamrock Shows will provide a Certificate of Insurance naming the City of Newburgh as Additional Insured.
9. Shamrock Shows will begin set up on Wed., Sept. 1st, after 12:00 p.m., and have all rides out by 12:00 p.m. on Tuesday, September 7th, 2010.

Respectfully,


Karen O'Keefe

RESOLUTION NO.: 179 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AGREEMENTS WITH VARIOUS PARTIES TO PROVIDE PERFORMING
ARTISTS AND RELATED SERVICES IN
CONNECTION WITH THE CITY OF NEWBURGH
22ND ANNUAL INTERNATIONAL FESTIVAL**

WHEREAS, the City of Newburgh will hold its annual International Festival from Saturday, September 4, 2010 through Monday, September 6, 2010, dates inclusive; and

WHEREAS, it is appropriate and necessary to authorize the Acting City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, such agreements shall not exceed the 2010 Festival Budget of \$10,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the referenced agreements in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the 22nd Annual International Festival, with the net cost to the City of such agreements not to exceed the 2010 Festival Budget of \$10,000.00

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 180 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A DONATION OF A 2002 CHEVROLET IMPALA
FROM QUASSAICK AUTOS INC. FOR USE BY
THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, Quassaick Autos, Inc. has contacted the City of Newburgh with an offer to donate a 2002 Chevrolet Impala to the City of Newburgh Police Department; and

WHEREAS, such donation shall be at no cost to the City; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation;

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 accept the 2002 Chevrolet Impala being donated by Quassaick Autos, Inc., upon assurance by the Corporation Counsel that title and documentation are in order, with the appreciation and thanks of the City of Newburgh.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 181 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING THE AMENDMENT OF
THE TERMS OF DEED FOR THE CONVEYANCE OF
72 BENKARD AVENUE (SECTION 45, BLOCK 2, LOT 11)
AND 132 BENKARD AVENUE (SECTION 44, BLOCK 1, LOT 12)
TO HABITAT FOR HUMANITY OF GREATER NEWBURGH
TO PERMIT A SUBSEQUENT CONVEYANCE TO
ORANGE COUNTY HOUSING DEVELOPMENT FUND CORPORATION
AND TO ALLOW FOR AN ADDITIONAL FIVE MONTHS
TO REHABILITATE THE PROPERTIES**

WHEREAS, by Resolution No. 45-2009 of April 6, 2009, the Council of the City of Newburgh authorized the City Manager to execute and deliver a quitclaim deed conveying 72 Benkard Avenue (Section 45, Block 2, Lot 11) and 132 Benkard Avenue (Section 44, Block 1, Lot 12) in the City of Newburgh to Habitat for Humanity (hereinafter referred to as "Habitat") upon certain terms and conditions; and

WHEREAS, Habitat has acquired funding for both properties through the NSP1 program which require that the buildings be owned by Orange County Housing Development Fund Corporation (hereinafter "OCHDFC"); the consortium handling the NSP1 program funds; and

WHEREAS, Habitat has requested an exception to the terms of sale that prohibit the sale of the subject properties until the rehabilitation of said properties is completed and the corresponding deed covenants have been released by the City of Newburgh to permit Habitat to convey the subject parcels immediately to OCHDFC; and

WHEREAS, said deed included a provision requiring the subject properties be rehabilitated within eighteen (18) months of the date which were to be completed on or about January 30, 2011; and

WHEREAS, Habitat is well on the way to rehabilitating both buildings for owner occupied homeownership and they are requesting an additional five (5) month extension to complete the rehabilitation of both properties; and

WHEREAS, the City Council of the City of Newburgh has determined that the proposed amendment of the terms of sale and granting said extension is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Council of the City of Newburgh hereby consents to and approves the transfer by Habitat for Humanity of Greater Newburgh to Orange County Housing Development Fund Corporation and authorizes a five (5) month extension from the prior expiration date to rehabilitate 72 Benkard Avenue (Section 45, Block 2, Lot 11) and 132 Benkard Avenue (Section 44, Block 1, Lot 12) in the City of Newburgh, until June 30, 2011, by Correction Deed therefor.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

(Resolution #182-2010 was removed from the Agenda)

ORDINANCE NO.: 14 - 2010

OF

AUGUST 9, 2010

**AN ORDINANCE AMENDING SECTION 297-2 (B),
ENTITLED "WRECKERS AND TOWERS"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 297-2 (B), License required; exception, be and is hereby amended as follows:

§ 297-2. License required; exception.

B. The application shall include the following information:

- (1) The name, business address and telephone number of the applicant.
- (2) The name(s), business address(es) and telephone number(s) of all entities related to the applicant. For the purpose of this chapter, a related entity shall include any individual, partnership, corporation or other entity who or which engages in the business of towers and wreckers and which includes as a director, trustee, officer, employee or agent one or more individuals who serve in any of said capacities for the applicant; and/or which owns in whole or in part or which operates one or more vehicles which are also owned in whole or in part or operated by or for the applicant; and/or which shares in whole or in part the ownership or use of the property, equipment, employees, financing or other assets of the applicant. In the event of existing related entities, the application shall specify the names, business addresses and telephone numbers, titles of all such individuals; and the application shall further specify all vehicles, properties, equipment, registration numbers of vehicles, licenses held including license numbers, and other assets shared by the applicant and any and all related entities, or held, owned and/or operated by either of them.
- (3) A description of each tow truck, wrecker or other vehicle to be used for the business of towing, including:
 - (a) Vehicle registration numbers and vehicle identification number.
 - (b) Year, make, model, type.
 - (c) License plate number.

- (4) The names and home addresses and home telephone numbers of all employees who will be responding to calls for towing service on behalf of the applicant; including a statement of the type and status of any licenses issued by the State of New York to such employees, including a photocopy of the front and back of each such license; including any past or present revocation or suspension of any such license.
- (5) A statement of description if the applicant or any executive, partner, owner or part owner, officer, director, principal or agent of the applicant is now or has been the holder of any license or other type of permit issued by any government agency; and whether such license or permit has ever been suspended or revoked, and if so, a specific description of such action and its disposition.
- (6) A copy of each policy, certificate and/or other proof of insurance, including the amount and type of coverage for each vehicle listed in Subsection B(3) above.
- (7) A copy of New York State repair shop license.
- (8) A statement of description if the applicant or any executive, partner, owner or part owner, officer, director, principal or agent of the applicant has been convicted of a misdemeanor or felony.

THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

Underlining _____ denotes additions
[Brackets] denote deletions

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 183 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION RE-APPOINTING ARMANDO AGUILAR, JANELLE
CLEARY AND LISA WHITESIDE AND APPOINTING JANNIFER
MURCHISON, BRIAN BAILEY, AND ROXIE ROYAL AS CIVILIAN
MEMBERS OF
THE POLICE COMMUNITY RELATIONS ADVISORY COUNCIL**

WHEREAS, Chapter 72 of the Code of the City of Newburgh provides for the existence of a Police Community Relations Advisory Council; and

WHEREAS, many citizens have expressed their interest in donating their time and efforts to the Police Community Relations Advisory Council, and well-qualified persons have been identified as appropriate appointees thereof; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby (re)appointed as civilian members of the City of Newburgh Police Community Relations Advisory Board for the terms as specified:

	<u>Two (2) Year Term</u>	<u>Expires</u>
Re-appointment:	Armando Aguilar	July 16, 2011
	Janelle Cleary	July 16, 2011
	Lisa Whiteside	July 16, 2012
Appointments:	Jannifer Murchison	July 16, 2012
	Brian Bailey	July 16, 2012
	Roxie Royal	July 16, 2012; and

BE IT FURTHER RESOLVED, that the terms provided for herein shall commence as indicated above.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 184 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE TAX FORECLOSURE
OF 82 LIBERTY STREET, W.H., SECTION 48, BLOCK 5, LOT 29**

WHEREAS, the City of Newburgh has commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2008--011978; and

WHEREAS, on May 14, 2010, the owner, by their attorney, served an Answer to such action in regard to the foreclosure of 82 Liberty Street, W.H., Section 48, Block 5, Lot 29; and

WHEREAS, the attorney has advised that the owners are prepared to settle such action;

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter if all taxes, interest and penalties in the amount of \$20,823.51 are remitted to the City of Newburgh on or before August 31, 2010;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to withdraw the liens on the property located at 82 Liberty Street, W.H., Section 48, Block 5, Lot 29, in the City of Newburgh, from the Lists of Delinquent Taxes upon receipt of all taxes, interest and penalties in the amount of \$20,823.51, which amount must be remitted to the City of Newburgh on or before August 31, 2010.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 185 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO MAKE PREPARATIONS AND ARRANGEMENTS FOR
DEMOLITION OF CERTAIN CITY OWNED BUILDINGS**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to make preparations and arrangements for demolition of certain City owned buildings; and

BE IT FURTHER RESOLVED, that the proposed buildings for such demolition are listed on Schedule A attached hereto.

Acting City Manager, Richard Herbek said that there are twenty properties on this list that are in the state of collapse and should come down. We are doing an RFP by lots to get the best price. This has been recommended by the PACE University study and it is the Historic District so it will have to go before the ARC Board but either he or staff members will attend those meetings to explain the necessity of this.

Councilwoman Bell asked if there is any stipulation that city residents be used on the demolition jobs. Could that be included?

Bernis Nelson, Corporation Counsel said that in the RFP there can be a stipulation regarding hiring preferences.

Mayor Valentine said that we can make it a requirement of the RFP.

Acting City Manager, Richard Herbek said that there are some CDBG funds but they are also looking at KNEC also.

Mayor Valentine said that if we lump all of this together as one, we might be able to get a good price.

Councilwoman Bell asked if there are any businesses in the City of Newburgh that do this.

Mayor Valentine said that he knows of some that work on the removal but not taking down. Taking down a three-story brick building is a bit trickier than a two-story wood frame.

Councilwoman Bell said that we should separate these so that local businesses can have some work rather than letting everything go to outside companies.

Mayor Valentine said that the intent was to group them but we could do it another way.

Councilwoman Angelo asked about the properties on Dubois Street.

Michael Vatter, Fire Chief said that 10 Dubois Street is a problem building. It is a three story brick building and they have been trying to find someone interested in taking it down.

Mayor Valentine said that there is nothing behind that building it is just the face which is dangerous because it could fall and no one wants to work around where it is.

Michael Vatter, Fire Chief said that this has been like that for about fifteen years.

Councilwoman Bell said that that would be a great space for another community garden.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

SCHEDULE "A"
City-Owned Inventory

S	B	L	Class	St #	Street	Comments	Zoning	Condition	Taxable?	AV	Dispose Via	Occupancy
46	5	21	312	9	Carson Ave	2-story+, 1,872SF detached single-family on a 25x100-foot lot. Bad shape.	TC-1	1 = Demo	N	\$22,300	Demo	
22	1	37	210	96	Carter St	25x143 single family				\$36,200	Demo	
030	0004	012	312	45	Chambers St	2-story wood-frame, 1,120SF former 220	R-2	Demo	N	\$22,606	Demo	
030	0004	011	312	47	Chambers St	2-story wood-frame, 1,120SF former 220	R-2	Demo	N	\$20,800	Demo	
18	9	10	312	109	Chambers St	1.7 story, 945SF, detached single-family, wood-frame on a 18,70x34-foot lot. R-1 Zone.	R-2	1 = Demo	N	\$4,700	Demo	
29	5	27	312	22	City Tarr	3-story, 1,281SF detached wood-frame former single-family residence on a 25x55-foot lot.	R-2	1 = Demo	Y	\$23,800	Demo	
30	1	35	312	10	Dubois St	3-story brick, vacant, boarded, 3,087SF; 25x90.7-foot lot.	R-2	1 = Demo	Y 2009-2011	\$23,500	Demo	
29	5	11	210	49	Dubois St	20x 115 single family residential				\$105,200	Demo	
29	3	6	312	251	First Street	1,764SF 2-story former r/o-family on a 25x100-foot lot. 2003 in-rem.	R-2	1 = Demo	Y	\$26,500	Demo	
29	3	5	312	253	First Street	1,764SF +/- former residence attached to 251 First Street which is also City-owned. Purchased from the City at auction in 2002.	R-2	1 = Demo	Y 2008-2010	\$26,200	Demo	
18	6	16	312	159	Grand Street	36x150 vacant w/improvements		1 = Demo		\$37,800	Demo	
18	10	5.2	312	116	Lander St	2.7-story, brick, 2,997SF former 230	R-2	1 = Demo	N	\$27,400	Demo	
11	3	26	312	187	Lander St	9x32 detached garage on 9,2x31-ft lot.	R-2	1 = Demo	Y	\$5,500	Demo	
18	2	30	312	142	N Miller St	Partial shell on 25x100ft lot			Y	\$1,600	Demo	
5	1	6	311		Pierces Rd	11x43 residential vacant land				\$100	Demo	
18	2	42	312	191	South St	Three-story brick detached structure on 25x108 ft lot			Y 2010-2012	\$19,100	Demo	
29	5	25	312	10	Van Ness	2-story, 1,056SF wood-frame; former 2-family on a 25x105-foot lot; see also 29-5-26. R-1 Zone.	R-2	1 = Demo	N	\$31,000	Demo	
29	5	26	312	12	Van Ness	1-story, 660SF concrete block former residence on a 45x25-foot lot; see also 29-5-25. R-1 Zone.	R-2	1 = Demo	N	\$9,900	Demo	
39	3	8	312	113	Washington St	Vacant boarded brick building of about 2,880SF on a 25x100-foot lot next to the AME Zion Church	R-1	1 = Demo	Y 2009-2011	\$39,600	Demo	
35	4	9	312	274	Washington St	50x75 vacant w/ improvements				\$63,100	Demo	
TOTAL						20 DEMO PROPERTIES						

185-10

RESOLUTION NO.: 186- 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING A PUBLIC AUCTION
OF CITY OWNED PROPERTIES**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by tax foreclosure *in rem*; and

WHEREAS, the City of Newburgh now desires to dispose of these properties; and

WHEREAS, this Council has, by Resolution No.: 159-2010 of July 12, 2010, authorized the City Manager to enter into a contract with Haroff Auction & Realty, Inc./Absolute Auctions & Realty, Inc. to conduct a public auction of City owned properties; and

WHEREAS, upon the recommendation of City staff, this Council has determined that auctioning the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh; and

WHEREAS, the properties on the attached Schedule A are to be sold to the highest bidder subject to the final approval of each sale by this Council; and

WHEREAS, the properties on the attached list shall be sold subject to an owner-occupancy for five (5) years provision, with the exception of 197 Lander Street, Section 11, Block 3, Lot 1, on the official tax map of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the properties on the list attached hereto as Schedule A are to be sold at public auction to the highest bidder subject to the final approval of each sale by this Council; and

BE IT FURTHER RESOLVED, that the properties on the attached list shall be sold subject to an owner-occupancy provision for five (5) years, with the exception of 197 Lander Street, Section 11, Block 3, Lot 1, on the official tax map of the City of Newburgh; and

BE IT FURTHER RESOLVED, the City Manager be and he hereby is directed to take all steps and execute any and all instruments and documents necessary to implement this resolution.

Councilman Bell noted that the City Charter states that the City Manager should reside in the City of Newburgh. Some of these properties are nice looking homes in nice areas so couldn't we pull one off the list and overhaul it so that it could be a residence for our City Manager? In other municipalities they provide a residence so before we vote on this we should pull out one or two to take a look at.

Mayor Valentine said that we just received a financial report from our Comptroller and our Financial Advisor.

Councilwoman Bell said that we are not going to be getting a million dollars for these properties. This could be a wonderful leveraging tool and a way for us to attract very qualified people. We shouldn't overlook this as an opportunity. We have to think out of the box.

Mayor Valentine said that we have to vote on this tonight or we don't have an auction.

Acting City Manager, Richard Herbek recommended that the Council approve the resolution and if they want to pull one later they can do that with a resolution.

Councilwoman Angelo said that once this is adopted that's it. Has the public had a chance to look at the list?

Mayor Valentine said that the auction is public and the amount listed is the assessed value and they have to follow the auction process.

Councilwoman Bell said that once the property is on the list to remove it we have to pay a penalty so it would be to our advantage to complete our due diligence before then.

Mayor Valentine asked Corporation Counsel if we vote on all of these tonight then what is the time frame before this goes to the auction company that we could pull a property out without being penalized.

Bernis Nelson, Corporation Counsel responded that the final publication will be in September so if the Council wishes to pull out a property she would recommend that they do it at the first meeting in September.

Mayor Valentine said that we can vote on this tonight and still pull one out without getting hit with a penalty.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

SCHEDULE "A"
City-Owned Inventory

S	B	L	Class	St #	Street	Comments	Zoning	Condition	Taxable?	AV	Dispose Via	Occupancy
48	6	3	210	63	Beacon St	1,320SF former single-family on a 35x100-ft lot			Y	\$53,400	Auction	occupied
56	1	1.9	417	440	Carpenter Ave Unit #	Apartment/Condo Northwood Village				\$90,000	Auction	occupied
56	1	1.2	411	440	Carpenter Ave Unit #	Apartment/Condo Northwood Village				\$70,000	Auction	occupied
56	1	1.74	411	408	Carpenter Ave Unit #	Apartment/Condo Northwood Village				\$70,000	Auction	occupied
45	8	10	220	87	Carson Ave	1,736SF brick detached two-story two-family on 25x100ft lot			Y	\$119,400	Auction	vacant
22	2	26	210	34	Carter St	2-story, wood-frame, 2,208SF SFR on a 60x144-foot lot. Below average condition. Recently land may still be occupied.	R-2	3 = Major Work	Y - 2011 Ex 33401	\$90,500	Auction	occupied
29	4	14	439	37	City Terrace	older 2-car garage on a 22x95-foot lot	R-2	5 = As is	Y	\$20,000	Auction	
29	5	38	439	48	City Terrace	400SF garage on a 20x115-foot lot	R-2	5 = As is	N 2010	\$1,060	Auction	
17	8	22	311	206	City Terrace	100x110-ft lot on ES of City Terr. Opposite Elm. Lot is 10 to 20 feet below street level R-1 Zone.	R-1		Y	\$6,500	Auction	
10	2	19.2	311	64	Clinton Street	84x89 residential vacant land				\$41,900	Auction	
33	2	2.1	210	15	Ellis Avenue	108x197.8 single family residential				\$153,600	Auction	occupied
17	7	16	201	14	Elm Street	49x125 single family residential				\$179,300	Auction	occupied
28	1	12	210	387	First Street	25x100 single family residential				\$143,500	Auction	
7	8	10	210	16	Hudson View Terrace	34x162 single family residential				\$147,200	Auction	occupied
11	3	1	411	197	Lander St	66x78 apartment building				\$448,200	Auction	
4	8	20	210	21	Leroy Place	48x152.7 single family dwelling				\$224,100	Auction	
25	4	9	220	29	Maple St	30x150 two family residential				\$162,100	Auction	occupied
7	7	8.1	210	3	Marne Ave	73x132 single family residential				\$197,300	Auction	
48	2	8	210	47	Overlook Dr	24x100 single family residential				\$154,300	Auction	
7	1	17	311	26	Pine Street	100x125-foot vacant residential lot.	R-1		Y 2009- 2011 33401	\$3,800	Auction	
3	9	25	210	322	Robinson Avenue	135x150 single family residential				\$188,200	Auction	occupied
11	3	21	230	162	South St	22x90 three family residential				\$137,900	Auction	occupied
13	2	10	220	791	South St	Note: South to be sold as pkg with 30x90 two family residential	187	Lander Street Rear		\$174,00	Auction	
38	2	12	311	241	Washington St	25x100-foot vacant commercial lot	C-1		Y	\$1,600	Auction	
35	3	31	411	248	Washington St	50x108 Apartment				\$279,500	Auction	occupied
38	3	4	311	167	W. Parmenter Street	25x100 residential vacant land		O/O once built		\$1,600	Auction	
39	2	29	482	61	William Street	25x100 detached row building				\$129,000	Auction	
TOTAL						27 AUCTION PROPERTIES						

180-10

**RESOLUTION NO.: 187 - 2010
OF
AUGUST 9, 2010**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF
REAL PROPERTY KNOWN AS
292 LIBERTY STREET, (SECTION 18, BLOCK 6, LOT 43)
AT PRIVATE SALE TO EDWARD ARRABITO AND JUI-HANG OU-YANG
FOR THE AMOUNT OF \$32,141.75**

WHEREAS, during the pendency of the 2008 *In Rem* tax foreclosure proceeding, Edward Arrabito and Jui-Hang Ou-Yang purchased the property known as 292 Liberty Street, Section 18, Block 6, Lot 43, (the "Premises") from Citimortgage; and

WHEREAS, the delinquent taxes owing at the time of such purchase were not forwarded by the title company to the City; and

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York, including title to the Premises on August 2, 2010; and

WHEREAS, Edward Arrabito and Jui-Hang Ou-Yang have now requested to re-purchase the Premises back from City in the amount of all taxes, interest and penalties owing; and

WHEREAS, this Council has determined that selling the premises to Edward Arrabito and Jui-Hang Ou-Yang is in the best interests of the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 292 Liberty Street, Section 18, Block 6, Lot 43, to Edward Arrabito and Jui-Hang Ou-Yang is hereby confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the purchase price in the amount of \$32,141.75, in cash, money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**; such sums are to be paid on or before August 31, 2010.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 188 - 2010

OF

AUGUST 9, 2010

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A GIFT FROM HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC. REGARDING THE PHASE ONE REHABILITATION OF THE ARMORY

WHEREAS, the City will shortly be acquiring title to the Newburgh Armory property located at 321 South Williams Street, City of Newburgh, County of Orange, State of New York (the "Armory"); and

WHEREAS, Habitat has and will be receiving gifts of labor, materials, and donated funds to undertake Phase One of rehabilitation of the Armory building, to bring the basketball court together with related access and bathroom facilities into working order in compliance with applicable codes, as more fully specified on the Scope of Gift attached hereto (the "Project"); and

WHEREAS, Habitat wishes to coordinate, manage, and deliver the Project as a gift to the City of Newburgh (the "Gift"); and

WHEREAS, this Council has reviewed the Instrument of Gift including Scope of Gift attached hereto and has determined that accepting the Gift is in the best interests of the City of Newburgh and its betterment;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to accept the Gift under the Instrument of Gift including Scope of Gift attached hereto.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

INSTRUMENT OF GIFT FOR ARMORY REHABILITATION

HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.

TO

CITY OF NEWBURGH

This INSTRUMENT OF GIFT FOR ARMORY REHABILITATION dated August _____, 2010 by HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a New York not-for-profit corporation with offices at 125 Washington Street, Newburgh, New York 12550 ("Habitat"), to the CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, Newburgh, New York 12550 (the "City");

WHEREAS, the City will shortly be acquiring title to the Newburgh Armory property located at 321 South Williams Street, City of Newburgh, County of Orange, State of New York (the "Armory"); and

WHEREAS, Habitat has and will be receiving gifts of labor, materials, and donated funds to undertake Phase One of rehabilitation of the Armory building, to bring the basketball court together with related access and bathroom facilities into working order in compliance with applicable codes, as more fully specified on the Scope of Gift attached hereto (the "Project"); and

WHEREAS, Habitat wishes to coordinate, manage, and deliver the Project as a gift to the City;

Now, therefore, Habitat hereby gifts the Project to the City, as more fully specified on the Scope of Gift attached hereto, on the following terms and conditions:

1. Habitat, to the greatest extent possible, shall utilize volunteer labor to undertake the Project, to maximize use of donated funds for the purchase of materials instead of labor.

2. Habitat shall furnish evidence of insurance, naming the City as additional insured, in the following minimum coverage amounts per occurrence: property damage \$1,000,000 and public liability \$2,000,000.

3. Habitat shall complete the Project by November 30, 2010.

HABITAT FOR HUMANITY OF
GREATER NEWBURGH, INC.

By _____
DANIEL B. CLARINO
President

The foregoing gift is hereby accepted:

CITY OF NEWBURGH

By: _____ Date _____
RICHARD F. HERBEK,
Acting City Manager

SCOPE OF GIFT

INSTRUMENT OF GIFT FOR ARMORY REHABILITATION

HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.

TO

CITY OF NEWBURGH

The Scope of Gift is limited to Phase One of the Armory rehabilitation with the goal of refurbishing and opening the basketball facility together with related access and bathroom facilities (the "Project") for public use by November 30, 2010. The Scope of Gift includes scoping, coordinating, managing, and delivering the Project to the City, as follows:

1. Habitat will develop a full scope of work, in consultation with its architect and engineer and the City's Superintendent of Public Works, once the Project is approved by Habitat's Board of Directors and the City's City Council. The architect's and engineer's services will be donated to the Project.
2. Habitat will coordinate, manage, and deliver the Project to the City, in consultation and coordination with the City's Superintendent of Public Works.
3. It is anticipated that the roof over the basketball facility requires flashing and coping, but otherwise is in good repair.
4. Pointing of the exterior walls is anticipated due to the moisture that is apparent in the staining of interior walls. Habitat will approach the Bricklayers Union and/or otherwise subcontract with a mason to complete this work.
5. ADA requirements - an exterior ramp for access directly to the basketball facility and handicapped accessible bathrooms. Habitat will design the full scope of work required, present the exterior work for approval by the City's ARC, seek the appropriate building permits, and work with Laborers Local #17 and apprentices to undertake the completion of the handicapped ramp. Working with the Plumbers & Steamfitters Union, Habitat will build two handicapped accessible toilets for use in relation to programs at the basketball facility and use of the recreational offices.
6. Refitting of the boiler - following the recommendation of the City's Superintendent of Public Works and with reference to previous work completed on the second boiler, the boiler will be refitted to support the heating system for the basketball facility and related recreational office and bathroom facilities. Habitat will first approach the Boiler and

Steamfitters Union to donate services, if this is appropriate with the type of boiler and repairs required.

7. Floor - the floor of the basketball facility needs to be repaired in at least two areas where there is buckling. Habitat will undertake those repairs and will contract out the refinishing of the basketball court floor.

8. Professional equipment (basketball hoops etc.) - Habitat will obtain bids for the purchase of appropriate equipment for the basketball facility. MSMC sports administrators will be consulted on all sport related equipment prior to purchase.

9. Lighting - New lights are required. Habitat will obtain bids for lights and will work with the IBEW to install the lights. Habitat will present the specifications for such lights to the City's ARC for approval.

10. Cleaning - Habitat will undertake cleaning of the basketball facility and related access, recreational office, and bathroom facilities, both prior to and following all rehabilitation work.

11. Inspections, permits, and certificates - Habitat will file for inspections and review by the City's Codes Bureau and will obtain all necessary permits and certificates. The City will charge no fees for such permits and certificates since the Armory is City-owned property.

RESOLUTION NO.: 189 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LETTER AGREEMENT WITH BARTON & LOGUIDICE,
P.C. FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION
WITH THE BROWNS POND RAW WATER TRANSMISSION SYSTEM
EVALUATION AT A COST NOT TO EXCEED \$7,900.00**

WHEREAS, Brown's Pond serves as a backup water source to Newburgh's primary water supply source; and

WHEREAS, the City has undertaken and nearly completed the construction of the Browns Pond Water Transmission System; and

WHEREAS, the project has yet to be finalized, fully tested, and closed out; and

WHEREAS, it has become necessary to obtain professional engineers to evaluate and verify engineering and operating parameters and to determine if appropriate control function has been designed into the system; and

WHEREAS, the City of Newburgh has received the attached letter agreement and proposal from Barton & Loguidice, P.C. to perform such evaluation at a cost not to exceed \$7,900.00; and

WHEREAS, funding for such project shall be derived from the Engineering Department's Consultant line, A.1440.0455; and

WHEREAS, this Council has reviewed the same and has determined that entering into the letter agreement is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached letter agreement with Barton & Loguidice, P.C. for professional engineering services in connection with the Browns Pond Raw Water Transmission System evaluation at a cost not to exceed \$7,900.00.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

July 29, 2010

Craig Marti, P.E., City Engineer
City of Newburgh
123 Grand Street
Newburgh, New York 12550

Re: Proposal for Engineering Services
Browns Pond Raw Water Transmission System Evaluation

File: 702.2008

Dear Mr. Marti:

Drawing on our nearly 50 years of history in engineering water systems, as well as our experience helping to assess and troubleshoot projects, Barton & Loguidice (B&L) is well prepared to assist the City of Newburgh complete the necessary diagnostics evaluation of the Browns Pond Raw Water Transmission System.

Project Understanding and Objectives

Browns Pond and New York City's Catskill Aqueduct serve as backup water sources to Newburgh's primary water supply source—Washington Lake. The Browns Pond Raw Water Transmission System includes a raw water intake and pump station at Browns Pond that pumps water through approximately 2.1 miles of 16-inch-diameter piping to a new 500,000-gallon water tank located at the filtration plant. The filtration plant draws water from the raw water tank. The purpose of the system is to allow water from Browns Pond and the New York City Catskill Aqueduct to be delivered directly to the water filtration plant without passing through Washington Lake as was previously necessary to utilize those backup water sources.

It is our understanding that construction of the Browns Pond Water Transmission system is mostly complete, but that the project has yet to be finalized, fully tested, and closed out. Further, it is our understanding that questions remain as to how the hydrodynamics of the system will work and how the system will/should be controlled to properly feed water to the water filtration plant.

The objectives of this project are for B&L to complete an evaluation of the system to verify engineering and operating parameters and determine if appropriate control function has been designed into the system. The deliverable will be a report describing the intended and appropriate hydrodynamic operation of the raw water system and the control functions that are necessary for the system to be integrated into the water filtration plant operation. If through this diagnostic assessment it is determined that modifications are necessary, an explanation of the modification and why it is necessary will be included.



Craig Marti, P.E., City Engineer
City of Newburgh
July 29, 2010
Page Two

Scope of Services

The scope of services proposed for the assessment is as follows:

1. Meet with the City Engineer, Water Superintendent, and water system operations personnel as determined appropriate by the City Engineer to:
 - Review the system design, construction, and testing status;
 - Observe the facilities as they currently exist;
 - Identify significant departures from the design report, design plans, and specifications, if any;
 - Develop a firm understanding of the required operational interfaces between the water sources, transmission main, tank, and water treatment plant;
 - Collect additional background information (e.g., project plans, equipment cut sheets, etc.) for use in the evaluation.
2. Evaluate the raw water system hydrodynamics and the raw water system control plan as designed (including known modifications as may have been actually installed, if any), and identify modifications that may be appropriate to make the system operate properly as an integral part of the City's water supply. B&L will utilize MWHSoft Infowater version 9.3 modeling software as a tool in assessing the system hydrodynamics.
3. Prepare a draft report documenting the analysis, discussing system operations as designed, and describing recommended modifications. Provide the report to the City Engineer for review and discussion.
4. Meet with City representatives to review the analysis and answer questions.
5. Prepare a final report, and deliver 5 bound hard copies and a digital copy in .pdf format for use by the City.

It may become evident that modifications to the system are necessary for proper function. If so, B&L will provide an estimate for supplemental engineering services associated with design and implementation of such improvements as an additional service.

Fee for Services

Barton & Loguidice P.C. will complete the scope of services for the Browns Pond Raw Water Transmission System Evaluation for a fee of \$7,900. We will invoice monthly for services completed based on the following schedule of values:



Craig Marti, P.E., City Engineer
 City of Newburgh
 July 29, 2010
 Page Three

➤ Project initiation meeting and site investigation:	\$1,050
➤ Evaluation and draft report:	\$5,350
➤ Review meeting and final report:	<u>\$1,500</u>
Total:	\$7,900

We have attached brochures that generally describe B&L's qualifications related to water supply engineering, as well as municipal engineering services in general. Further, we have provided descriptions and references for projects that represent our qualifications related to water system assessment and design, including control systems.

B&L looks forward to the opportunity to assist the City of Newburgh, and we are prepared to begin immediately upon receiving authorization. Should you have any questions regarding our proposal, please do not hesitate to contact us. You may authorize us to proceed with the project by returning the signed authorization below.

Very truly yours,
 BARTON & LOGUIDICE, P.C.

Richard A. Straut, P.E.
 Senior Vice President

RAS/ras
 Encl.

Authorization

Barton & Loguidice, P.C. is authorized by the City of Newburgh to proceed with the services described herein in accordance with the terms defined herein.

 City of Newburgh
 Name:
 Title:

 Date

RESOLUTION NO.: 190 - 2010

OF

AUGUST 9, 2010

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH OP-TECH ENVIRONMENTAL SERVICES, INC. IN CONNECTION WITH THE SOIL EXCAVATION AND DISPOSAL AT CITY OWNED PROPERTY LOCATED AT 210 MILL STREET AND KNOWN AS THE PROVAN FORD SITE WITH A BID IN THE AMOUNT OF \$747,783.25, AND TO ESTABLISH A BUDGET FOR SUCH PROJECT IN THE AMOUNT OF \$823,000.00 INCLUDING A CONTINGENCY THEREIN

WHEREAS, the City of Newburgh has duly advertised for bids for the Soil Excavation and Disposal Project at City owned property located at 210 Mill Street and known as the Provan Ford Site; and

WHEREAS, bids have been duly received and opened; and

WHEREAS, this project involves excavation and disposal of soil; and

WHEREAS, upon such review of the submitted bids it has been determined that OP-Tech Environmental Services, Inc. should be awarded such bid in the amount of \$747,783.25 based on lowest responsible and conforming bid, qualifications and experience, references and project history; and

WHEREAS, funding for such project shall be derived from the 2009 Bond Authorization H1.1440.0215.5400.2010; and

WHEREAS, a portion of such expenditure shall be reimbursed by the Department of Environmental Conservation in accordance with the Environmental Restoration Program;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Soil Excavation and Disposal Project be and is hereby awarded to Op-Tech Environmental Services for the bid amount of \$747,783.25 to be provided from the 2009 Bond Authorization, H1.1440.0215.5400.2010, and that the City Manager is hereby authorized to enter into a contract for such work in this amount;

BE IT FURTHER RESOLVED; that a budget for such project is hereby established in the amount of \$823,000.00 including a contingency of \$75,216.75.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

RESOLUTION NO.: 191 - 2010

OF

AUGUST 9, 2010

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE GRANTEE,
AUTHORIZING THE AMENDMENT OF THE TERMS OF SALE
REGARDING OWNER-OCCUPANCY AND EXTENDING THE TITLE
CLOSING DATE, ALL PERTAINING TO THE SALE AND
REHABILITATION OF REAL PROPERTY LOCATED AT 83 ANN STREET
(SECTION 37, BLOCK 8, LOT 3)
THROUGH THE SEALED BID PROCESS**

WHEREAS, this Council, by Resolution No.: 153-2009 of September 29, 2009, confirmed the sale of several City owned properties and authorized the execution of deeds to the respective purchasers; and

WHEREAS, Newburgh Spectrum Developers, Inc. ("Spectrum") was awarded the sealed bid in connection with property located at 83 Ann Street (Section 37, Block 8, Lot 3); and

WHEREAS, Spectrum has now advised that they would like to be included within the Orange County Neighborhood Stabilization program; and

WHEREAS, due to a program requirement Spectrum has requested that Orange County Housing Development Fund Corporation "OCHDFC" be made grantee in place and stead of Spectrum; and

WHEREAS, Spectrum has further advised that they will continue to be the sole developers of the property; and

WHEREAS, the terms of sale required rehabilitation of the properties to be completed and re-sold to an owner occupant within eighteen (18) months of the date of the delivery of the deed; and

WHEREAS, Spectrum has requested that the requirement of owner-occupancy set forth in Section 11 of the Terms of Sale be waived; and

WHEREAS, Spectrum has requested that the date of closing be extended to no later than September 30, 2010; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the grantee be and is hereby amended to be Orange County Housing Development Fund Corporation in place and stead of Newburgh Spectrum Developers, Inc., that Section 11 of the Terms of Sale requiring owner-occupancy be waived; and that the title closing date be extended to on or before September 30, 2010.

Councilwoman Bell thanked Councilman Dillard, Courtney Kain and Ed Lynch who indulged her in going to the property and doing a walk through inspection which she appreciated. She has a business in that area and seven years ago when she opened that business there were a lot of sex industry workers and drug dealers. We have been struggling so hard to turn that area around so when she first heard that this was not going to be an owner occupant she was very put off by it. She wanted to say a word of thanks to the Spectrum Development people because they do outstanding work and she is pleased that they are going to undertake this project. It will be a real asset for the neighborhood.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 5

ADOPTED

GENERAL COMMENTS

Rose Scully, Prospect Street said that the sex industry has moved off of Ann Street onto Prospect and Broadway. Between 12:00 p.m. and 3:00 p.m. they are conducting business openly. She applauds the police department because when she calls they come. When she travels through other cities and towns she doesn't see where this is condoned or allowed. She is told that the Judges release the girls back out on to the streets which she feels is disgraceful. She also complained about the garbage in front of the businesses on Broadway. She has lived on Prospect Street her whole life and she is being chased out because of the quality of life.

Mayor Valentine noted that it is the responsibility of the business owners on Broadway to keep the sidewalks clean.

Gay Lee, City of Newburgh said that on First Street between Dubois and S. Miller there are no lights and there is garbage that is almost four feet high that has been there since June.

Greg, 6 Front Street said that he is here with other business owners on Front Street because the city recently instituted no parking in an area that has taken away six spaces from their customers and employees. He said that this has created a huge economic hardship on all of the businesses on Front Street. The street is over thirty-two feet wide yet there are other streets in the city that are narrower and still have two-way traffic. He feels that for some reason they have been singled out and although he understands that there is some sort of safety issue he hopes that they can all work something out.

The owner of 12 Front Street said that they bought the building in 2001 and since then they have seen their taxes triple as well as the water and sanitation bills increase. They are the only building on Front Street that does not have an accessible parking lot. They have two small businesses and two apartments and this has completely taken away parking for them. Young women from Mt. St. Mary College were recently renting the apartment but they can't park down by the Ferry and walk at night to their residence. They hope that the City Council will work out some of the options and reinstitute parking in front of the residential buildings in the hopes that they can provide their businesses and tenants with a place to park.

A representative of the Big Easy Bistro, 40 Front Street said that the parking has had an impact on the businesses. When they met last week they submitted a proposal that she thought would benefit the City and businesses and hopes that they can move forward with that as soon as possible.

A resident of the City of Newburgh feels that a lot of residents here in the City of Newburgh are going to be forced to move out. Raising fees for services that aren't that great is just one more reason to not want to stay here. We like it here but we are being forced out. They were told that they can't have their own garbage company and if we don't pay our bill it will be added onto our property taxes so we don't have a choice.

Aquanetta Wright, City of Newburgh asked why we would move money to fix a budget to pay for a position that seems to get half the job done. The Newburgh Jazz Series is going well and she thanked the Police Chief for taking care of a problem at the first show and for helping immediately. The issue of parking is a problem because when she submitted her permit in October there was a page concerning allowing the Band and Staff to park there and to have an area across the street in front of the Mural designated for the Handicapped. There are currently only five Handicapped spaces there and about 50% of the people who attended the concert are over the age of sixty. She feels that she should have been notified about these parking changes because everyone on her staff that parked there got a ticket and Ferry Godmother Productions picked up the cost which she thinks is absurd because wouldn't it be horrible if she runs out of money and they can't have the last show?

Susan Smith, City of Newburgh said that our streets are already filthy and she is starting to see mattresses that have been dropped off all over the city. How do we solve this problem? There is a problem with bedbugs and they are spreading so we have to find a way to take care of this situation.

Brian Burke, City of Newburgh resident and Director of the Dowling Film Center echoed the comments made concerning the parking situation at Front Street. He was not aware that this was happening until some of his patrons came in to complain that they had no place to park. He understands the safety issue but he believes that there is another way that this could be handled because there is a real need for parking in that area. Many of the people who come down are elderly and some can't walk very far. He hopes that they can find a better way that will suit all businesses on the Waterfront.

A City of Newburgh resident said that he understands that the city is hurting and needs money and that they are trying to do the best they can with various tax programs. He has watched his school taxes triple and his property taxes double. He lives in a two-family house and he has one tenant. The taxes keep increasing but his pay doesn't go up to meet them. How can we keep up our properties if the city keeps taking money away from us? It is going to get to the point where he is going to have to decide if he can still live here or not unless you bring in some businesses to help absorb the tax base and stop

crippling us with these taxes. We are not all rich and something has to be done.

Ray Rivera, Newburgh Boxing Club said that they have the New York State Champ and they have three juniors in the Nationals but he constantly has a hard time getting funding for his program. He is here to stay and he will fight. He is tired of being used and getting the short end of the stick. He has thirty to thirty-five kids that he is keeping off of the streets. He can't keep bleeding when other organizations keep getting the money. He gets no support and he needs help. Help him and you help the kids.

Pauline Dillard, 350 N. Water St. wished to make a complaint about the mural at the Community Garden at First and Chambers Street. Half of the mural shows how Newburgh is and the other is how Newburgh can be. The side showing how Newburgh is shows a male kneeling in front of candles burning with beer bottles and two liquor stores. When she asked about it, she was told that was how the kids wanted it but she doesn't like it. They could have put pictures of Churches, Schools or anything else there. She challenged the people in charge and was told that "If you are down here on Chambers Street, you must really love this City". She does love Newburgh but one half of that mural has to change. If a child looks at that mural, they will think that that is what they are supposed to do. She added that the City Council has to get out on a field trip once in a while to see what is going on.

A resident of the City of Newburgh said that even though they are receiving four month sanitation bills now and then going back to three months bills in January they are still looking at a 50% increase in their bills. The water bills have gone up also and they try not to use much water because they live on Social Security.

Barbara Smith, Powell Avenue said that on June 14th there was a Public Hearing regarding user fees and dumpsters. Corporation Counsel explained what this hearing was about and her words were: "We are working on legislation being proposed for adoption. This is going to move all of the fees out of the City Charter out of extraneous ordinance and put them into a fee ordinance. This new ordinance has been reorganized in order of each of the City Codes. Basically this is what the two local laws entail tonight but in order to repeal it and replace it within an ordinance it is subject to a public hearing". That same evening approximately one hour and forty-two minutes was spent on awards and other miscellaneous conversation and when we got to this part of the meeting, two people spoke on issues with regard to this public hearing on dumpsters. Nowhere in the discussion was it explained that there would be a vote on the increase of our sanitation fees. If we had understood that, we

would have had something to say about it. The Council didn't even have anything to say about it. This was a total surprise and it is not fair.

MaryAnn Prokosch, Galloway Avenue said in regards to Ray Rivera that CDBG money is supposed to help someone get started. It is not supposed to be a continuous funding source for an organization. As for parking on the Waterfront, safety has to come first. When a variance is granted for a building, it is saying that we know there is no parking but we are going to allow it. There are a lot of items going before the Zoning Board that she believes is being pushed by the city because they want to see it happen. We all want to see it happen but the parking becomes an issue and at some point it needs to be addressed. As for the garbage bills, this is a lot. She suggested that the city go back to giving us some bulk pick-ups with these increased fees.

Marietta Curry, Grand Street said that she looked into the sanitation increase and the general public didn't know about this until we received our bills because of the legal language that was used. Why was the public hearing and the vote for this held on the same night? There was no mention by Corporation Counsel of the new fees. Another issue is that she has heard that Interns have been hired even though there is a hiring freeze and there are going to be lay-offs. The City Manager is making \$160,000.00 a year and the Orange County Legislator, who has many responsibilities, is only making \$155,000.00 so she told the City Manager that he has to do his part also.

Roxie Royal, City of Newburgh said in regard to the garbage fee and an earlier comment that there are many mattresses throughout the city that we are going to see more mattresses. We are now paying a garbage fee but to put out a mattress or furniture there are additional fees to have DPW pick it up. There are a lot of people like her here in the City of Newburgh that are senior citizens and if things keep going up then they are going to be pushed out because they won't be able to pay. She read recently where Beacon will be enlarging their Park by the river for their community and in Poughkeepsie they have a beautiful park on the waterfront for the residents to enjoy. In Peekskill, there is a beautiful park where members of the community can enjoy their waterfront but the citizens of Newburgh have nothing. She asked the Council to consider doing a Park on the Waterfront for the residents of this city.

Corporation Counsel, Bernis Nelson commented in recognition of those here tonight that are feeling a hardship regarding the garbage fees. She reminded everyone of the four pieces of legislation that she spoke on. Number one was a local law that spoke to the fact of a change in the way in which refuse fees are charged and that they would not be charged through the Charter. Number two was that fees would no longer be as a local law but

rather an ordinance that would make it easier to amend when changes need to be made. Number three was to move fees into this general fee ordinance so that they would all be together and the fourth piece of legislation was to have all fees rearranged in an ordinance so that you could find each one in accordance with the order of all the ordinances. She pointed out that there were only three changes in that rearrangement. There were two changes to the refuse fees which were spoken about tonight and the establishment of a new fee for Sidewalk Cafés. Otherwise all other fees were to remain the same but they were being rearranged. She wished to clarify this for the record.

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

COMMENTS FROM THE COUNCIL

Councilwoman Angelo asked the Corporation Counsel in regard to sidewalks and curbs if the landlord is mandated.

Corporation Counsel, Bernis Nelson said that the legislation regarding sidewalks and curbs that she recommended several months ago was not passed.

Councilwoman Angelo asked about the weeds growing out of the sidewalks and curbs.

Corporation Counsel, Bernis Nelson said that there is a provision in the City Charter that requires adjoining property owners to a sidewalk to maintain that sidewalk in a safe and clean condition and to remove all snow and ice.

Councilwoman Angelo asked if money through CDBG that was allocated to the 20/20 organization that is no longer in existence could be used to repair sidewalks and curbs. She added that there are two houses that we own that need to be rented. One is at Brown's Pond and the other is at Washington Lake. She thanked everyone for coming tonight.

Councilwoman Bell said that as a landlord here in the city she paid her quarterly water bill that was \$927.00 and then she got her sanitation bill which was always \$318.00 per quarter but has now gone up to \$569.00. Her tenants are at the top of what they can pay because they are struggling so how his she supposed to continue to do business? This is a big issue and she promised that they will continue to work diligently to see if they can make things more equitable for people. If we participate in the government process, we can make an impact. We all have to get involved so please come out and be the change that you wish to see. She thanked everyone for coming tonight.

Councilwoman Bello said that at the Work Session on Thursday night there was discussion regarding the illegal dumping throughout the city. She has noticed the direct correlation between the termination of the once a month bulk pick-up, which was formally included in our bill at no additional cost, and the illegal dumping. She understands that bulk pick-up represented a cost factor for the city but there is also a cost factor associated with not having the free bulk pick-up which has manifested in the cost of the living conditions for our children and the unsightly appearances in some areas of our city and both of these are deterrents to growth. When people are looking at a community to locate to, they want the basics with a safe and clean city. If you

can't provide that, then you have a very difficult time increasing your tax base. She believes that we should seriously consider reinstating the bulk pick-up at no additional cost to the taxpayers and maybe that would make these sanitation bills a little more palatable as well as make our city cleaner and more attractive. She added that when she received her sanitation bill, she was stunned. She went back to her notes from the Work Session because she always asks what the cost factor will be. What was told to them that night was that this will be a few dollars more and then they were told that it might be around \$20.00 to \$25.00. When she got her bill, she was shocked and that is not conducive to trust. How do we vote on and pass the Budget and then change the rules in the middle of the game? We voted on the Budget and the people in the community planned their budgets too. Their salaries are not going up and many people have lost their jobs. If we cannot reinstitute the bulk pick-up free of charge, then we should look at privatizing the service. It is one thing to mandate that we use city sanitation but it is a whole other thing to price gouge which is what this is. She would like to seriously consider that because she has a one family home and she paid \$66.00 every three months which was \$22.00 per month. If she got private service, it would have been around \$25.00 a month but private services would include bulk pick up at any time. Now you are going sky high with these fees and it is not conducive to growth here. People are disgusted and these are the faces of the people in our community. They are good hard working every day people. It is not an elite community. It is low to average income. She hopes that we can look at those possibilities because she is certain that we can do much better than we are doing. She also suggested to her fellow Council members that there be no more votes on the same evening as a public hearing. She thanked everyone for coming and for all of their comments.

Councilman Dillard thanked everyone for coming tonight and for participating in their government. We have a dire problem here in this city and have managed to put together a team of professionals that have worked weekends, late nights and Sunday mornings to bring back to the Council the best choices. It is now up to the Council to analyze this information and make certain that it is palatable to the residents. If we can't do that, then we will have to come back to the public to ask them how they can help. He said that they are going to do the best job that they can.

Mayor Valentine said that the sanitation fee was established in August, 1991 and it was never increased in almost eighteen years. This increase was a difficult thing to do and if we had increased it a little at a time over the years it would have been much more palatable. It was the same with the water fees. We did look at privatizing sanitation because it would be one less thing that we would have to worry about in the City of Newburgh. They would control everything. As we go through this Budget process, we might be at the point to

say that it is not economically feasible for the municipality to do it anymore. We would get bids from various providers and some competitive spirit because everyone would be mandated to have garbage pick-up. If we could cut the overhead of that particular city service, he has no problem with that and he thinks we are real close. When this fee was first instituted, there was a riot because people said that the garbage was always picked up before, however, we were not charging for that service. It is unfortunate and it is one of those eye opening things that says the costs continue to rise but the revenue to cover it is not and sooner or later everything continues to rise. If we don't have the money, we will have to lay people off and cut back on the amount of employees that we have. There isn't really anything else that we spend money on. There are not a lot of things that we as a city buy. We are not buying any police cars or trucks for DPW. Out of the whole Budget about thirty five million is for salaries, benefits, retirees and health insurance. These are fixed items. Two and a half million for retirees health insurance that we can't say no to because we have contractual arrangements that are binding by union contracts. That is a lot of money and we can't even shop around for another health insurance provider. The New York State Empire Plan is the Rolls Royce of health insurance plans that is offered to everyone employed here. He has asked several times if we can shop for other providers with a comparable plan. There is an incentive program for retirees that will be coming due in September and we feel we might have approximately twenty to twenty-five people who can choose this retirement. If they do, it will be one more person removed from service without laying someone off. We are putting the Budget together as a presentation to the Council by the second meeting in September instead of the first so that we will have an idea of how many might choose this retirement. If they decide not to take it, it will fall on the City Manager to say that the only way we can balance this Budget is with a number of lay-offs. He doesn't know what that number will be but it is going to hurt and it is going to hurt every department. There are not that many departments that you can take people from. Last year close to thirty people, 10% of our workforce, was laid off. What do we do this year? These are times where it is so difficult for municipalities but we are not alone. It is not going to be pleasant in September. He added that they knew that they needed to make a change on the Waterfront because the two-way traffic and parking on both sides was a safety issue. Originally there was never supposed to be parking on both sides but he thinks that they went a little too far. The businesses on the other side of Second Street should not have been affected. He said that they are going to regroup and work on this to come up with a compromise. Lastly, on the seven and a half acres of Consolidated he said that there should be development on that. He did not say that there should not be parks there. The overall Master Plan called for a Park and a walkway facing Bannerman's Island that connects with the rest of the Waterfront that would be a public park area. We are talking with our key political figures about maybe getting some funding

through New York State for Parks because it needs to be open space. We also need development down there too and if we don't do that then we are crazy because we put out two and a half million dollars of taxpayers money to clean it. We can't get back more than the two and a half million dollars but he would like to get that back. We could do a lot with that and get a developer there that could build up an area for jobs and still keep a good amount of open space. Central Hudson is also doing a clean up of the area in front of the Sewage Treatment Plant and when that is done we will have a section of space about twenty-five feet wide where we could connect the old Consolidated site with where the Rowing Club is and then you would have a public park where the Rowing Club is and an area to get you to the Consolidated space for another public park with a walkway to connect to the walkways that are already here. The ultimate goal he thinks for everyone that lives here is that when we are done from City line to City line that Waterfront should be accessible to the public and he thinks that we have a plan that we can work with to make that happen. Every inch of our Waterfront should be accessible to the public. He thanked everyone for coming tonight.

There being no further business to come before the Council, the meeting adjourned at 10:25 p.m.

LORENE VITEK
CITY CLERK