

A regular meeting of the City Council of the City of Newburgh was held on Monday, May 23, 2011 at 7:00 P.M. in the Council Chambers at City Hall, 3<sup>rd</sup> Floor, 83 Broadway, Newburgh, New York 12550.

The Prayer was led by Mayor Valentine. He asked for a silent prayer in honor of our Veterans for Memorial Day and the Pledge of Allegiance was led by Councilwoman Bell.

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

Councilwoman Bell made some changes to the City Council Minutes of May 9, 2011. On Resolution #97-2011, her motion to table should be first prior to the discussion and when Brenda from Community Voices Heard made her comments she read an official statement from the newspaper which should have gone just that way and not as a paraphrase.

Councilwoman Angelo moved and Councilwoman Bello seconded that the minutes of the regular meeting of May 9, 2011 be approved with changes.

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

CARRIED

**City of Newburgh  
Proclamation**

*National Public Works Week*

May 15-21, 2011

Public works services, such as water, sewers, streets and highways, Maintenance of public buildings, and solid waste collection are an integral Part of our residents' everyday lives; and the health, safety and comfort of This community greatly depends on these facilities and services.

The quality and effectiveness of these facilities, as well as their planning, Design, and construction, is vitally dependent upon the efforts and skill of Public works officials and employees;

Now, therefore, I, Nicholas J. Valentine  
Mayor, and the City Council of the City of Newburgh, NY,  
Do hereby proclaim the week of May 15-21 2011 as  
“National Public Works Week” in the City of Newburgh; and  
Call upon all residents to recognize the contributions which Public Works  
Departments make every day to our quality of life.

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**Mayor Nicholas Valentine**

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**Deputy Mayor Regina Angelo**

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**Councilwoman Marge Bell**

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**Councilwoman Christine Bello**

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**Councilman Curlie Dillard**

## COMMUNICATIONS

**Councilwoman Angelo moved and Councilwoman Bello seconded that the Notices of Claim and Notice of Assessment Complaint be referred to Corporation Counsel with power to act.**

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

**CARRIED**

## **PUBLIC HEARING #1**

**Mayor Valentine called a public hearing that was advertised for this meeting concerning the municipal stormwater management program for the City of Newburgh as required by the New York State Environmental Conservation Law and the Rules and Regulations of the New York State Department of Environmental Conservation.**

**Craig Marti, City Engineer explained the municipal stormwater management program to the audience.**

**Peter Smith, 225 Montgomery Street had a question about River Road and Quassaick Creek.**

**Craig Marti, City Engineer said that they received notification from the DEC about a culvert that discharges to that location where some inspections have shown a white discoloration but this is an ongoing investigation to see what contributes to that. His initial feeling is that it comes from the railroad area and they have been looking at it but unfortunately since it was brought to their attention it has been raining so they can't do a dry weather investigation until they have a few dry days.**

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

## **PUBLIC HEARING #2**

Mayor Valentine called a public hearing that was advertised for this meeting concerning a local law amending City Code charter chapter 270 entitled "taxation" to provide for the addition of Article X entitled "Residential-Commercial Exemption"

Brian Flannery, 5 Norton Street said that he understands that the 485a exemption is narrower than he thought. It has to do with conversion from non-residential to a mixed residential/commercial and is aimed for the old factory buildings here in Newburgh.

Mayor Valentine said that this is not about new construction it is about buildings that are already built that are not being utilized.

Judy Kennedy, City of Newburgh said that there was a presentation several weeks ago with some discussion about the first owner and second owner having this tax exemption but she doesn't see that in this current draft.

Ed Lynch, Planning & Development Director explained that she may be referring to a situation in Albany where the exemption was passed on to a condo owner after the developer was done with the project which is allowable.

Judy Kennedy continued that the tax exemption is for twelve years but no matter who owns it, it will be just for that twelve year period. It will not be increased.

Mayor Valentine said that the first eight years is the exemption and then from year nine on it goes up in increments for five years so by the twelfth year it is at 100%.

Judy Kennedy suggested that in section 270-63(A) it says that they are eligible if the cost of the conversion exceeds \$10,000.00. She feels that \$10,000.00 is too low and that there should be a floor of at least \$50,000.00 to know that they are serious.

Kippy Boyle, City of Newburgh asked if our local law could be changed regarding the \$10,000.00 amount. Can we set our own figures?

Ed Lynch, Planning & Development responded with a "no".

Kippy Boyle said in regard to land use, the map is so critical to this tax exemption and she wishes that there were full size maps set up here showing the proposed changes so that the public could see where these areas will be.

Mayor Valentine said that this is just an exemption from the increase. They will still pay the same amount that they are paying right now but they will not pay any more to entice them to do the development.

Michelle Kelson, Corporation Counsel said that the conversion has to exceed \$10,000.00 so if they do a \$9,000.00 conversion then they are not eligible.

Rick Milton, Mesh Realty said that he is looking to do some small projects and just recently finished two projects in the City of Newburgh that created affordable housing. Grants are not available anymore and this allows the City to control its own destiny. With a program like this you don't have to depend on outside grants and competition. This is a way for the City of Newburgh to have control of its own destiny and projects to create affordable housing.

Mayor Valentine asked Mr. Milton what this would have done for him if he had the 495a for a past project.

Rick Milton said that it would have made a huge difference.

Ray Yannone said that the 485a is a proven model that has been successful in other cities. It is a way to bring affordable housing to the city and give people a reason to buy. This would be a short term incentive to bring people here. The effect of bringing housing to Newburgh and construction jobs as well as the people living here and bringing money to the restaurants and stores has an incredible impact. He hopes that the city adopts this program and considers what they can bring for other projects to help them move forward.

MaryAnn Prokosch, City of Newburgh feels that this is something that is very necessary to move forward and help us take some of these buildings to create areas for people to live. She said that she would encourage the city to think about some type of program for the people to come in to those buildings and redevelop them as work space. You can't take a commercial area and make it into a nice residential area because they just don't look right. They need to be what they were built to be.

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

### **PUBLIC HEARING #3**

Mayor Valentine called a public hearing that was advertised for this meeting concerning the adoption of the proposed City of Newburgh Future Land Use Plan as a component of the Sustainable Master Plan.

Ed Lynch, Planning & Development Director said that this plan is available on the city's website and copies have been made available at the public Library as well as the City Clerk's Office and Planning & Development. In addition, notices were sent to the Orange County Planning Department and adjoining municipalities to make them aware that the plan is available and that there would be a public hearing tonight.

Sarah Yackel, BJJ Planning noted that this is the first of two hearings so no decision will be made tonight. We will meet with the committee again depending on the comments made tonight and make changes which will be submitted to the Council and then we will have a second public hearing prior to adoption.

Rick Milton, Armory Board member suggested that before this is adopted that they would like to meet with Sarah and discuss language that would more adequately describe what they are doing there.

Sarah said that Ian recently brought that to her attention and she would be happy to discuss that further.

Mary Ann Prokosch, City of Newburgh noticed that on 9W entering the city at the south end we have on this map showing two different zones; Commercial on the east side and Industrial on the west side. This is a gateway area so she recommended that this be changed to Commercial on the west side of 9W.

Sarah Yackel, BJJ Planning said that they can certainly look at that.

Mary Ann Prokosch continued that on William Street it has been proposed to put a five plus family (R5). She has no problem with high density but William Street doesn't seem like the place to put it to her. It is a dense area there to begin with so you will be adding more people to a small area. If someone were to build tall buildings on that narrow street then it will be like a cavern with very little sunlight. She can see other areas that would be better for this.

Janet Gianopolous, City of Newburgh said that she agrees with the concept of having the gateways as attractive as possible and they currently are

not as attractive as they could be so she thinks that needs to be looked at. She also thinks that Master Plans are often done more frequently than what they have been in the City of Newburgh.

Deirdre Glenn, 15 Bayview Terrace said that presently the Newburgh Armory at 321 S. William Street is zoned as I1, Heavy Commercial/Light Industrial. It is recorded as "Institutional" in use. The Armory was sold to the City of Newburgh in July, 2010 for \$1.00 by the State of New York, with the caveat that it be used by the city for transportation, mental health or athletic activities. Given the proximity of the Armory site to the Delano Hitch Recreation Park, the Newburgh Armory Unit Center, Inc. proposes that the Land Use Plan recommends that the Armory and surrounding land be primarily dedicated to recreational uses. With Delano Hitch Park situated at the Southwest gateway to the City of Newburgh, the facilities together can provide Newburgh with a tremendous advantage in recreation, promotion of sports and wellness and tourism unequalled in the Hudson Valley.

Sarah Yackel, BFJ Planning said in response to an earlier comment concerning William Street that they are recommending a switch in the blocks because they feel that continuing Commercial along that corridor will hold potential shoppers away from Broadway. In terms of the density, they are recommending that those blocks be rezoned to R3 which has a height limit of thirty-five feet.

William Kaplan, on behalf of the Newburgh Armory Committee asked that the Land Use Committee look at this very carefully and make sure that this is the right use for the Armory. They will be coming to the City for a long term contract and a great deal of money will be invested in the Armory so they want to make sure that it is the right use. Be sure that it is in the plans so that they can do the right job there and the right process is followed.

Sarah Yackel, BFJ Planning said that they will work with the Armory Committee and the City to work this out. When they prepared the Plan they didn't have the full sense of what the contract was and what the potential uses are there. They don't want to disallow anything that might come forward with that property so they will look at various options for addressing that.

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

Mayor Valentine noted that this is just the first public hearing. A second one will be scheduled followed by a vote and then the zoning changes.

## **COMMENTS FROM THE PUBLIC REGARDING THE AGENDA**

**There were no comments.**

**RESOLUTION NO.: 103 - 2011**

**OF**

**MAY 23, 2011**

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

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

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

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

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

**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**

103-11  
Mr. Lynch,

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

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

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

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

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

Below you will find a link to some online examples:

#### Community Banner Program Demo

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

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

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

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

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following up in the next few days.

Best regards,

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

# Streetscape Banner Program Agreement

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

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

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

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

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

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

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

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

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

City of Newburgh, NY

CGI Communications, Inc.

Signature:

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing

Date:

Date: April 26, 2011

**RESOLUTION NO.: 104 -2011**

**OF**

**MAY 23, 2011**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
SECOND AMENDMENT TO THE LICENSE AGREEMENT WITH THE  
NEWBURGH ROWING CLUB TO ERECT UTILITY TWO UTILITY POLES  
TO CARRY ELECTICITY AND MAINTAIN CERTAIN INSURANCE  
POLICIES DURING PUBLIC EVENTS**

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute the Second Amendment to License Agreement with the Newburgh Rowing Club in substantially the form attached hereto with such other terms and conditions as Corporation Counsel may require, same as being required by law and in the best interests of the City of Newburgh, to authorize NRC to erect and maintain utility poles to carry electricity and to maintain certain insurance policies during public events.

**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.: 105 - 2011**

**OF**

**MAY 23, 2011**

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

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

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

**WHEREAS**, making application for such grant in the amount of \$10,030.00 with an estimated City match of \$2,600.00 for benefits shall be derived from A.1900.1990 to continue this important and successful program from prior years; and

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

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

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

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

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

**ADOPTED**

**RESOLUTION NO.: 106 - 2011**

**OF**

**MAY 23, 2011**

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

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

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

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

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

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

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

**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.: 107 - 2011**

**OF**

**MAY 23, 2011**

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

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

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

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

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

**WHEREAS**, entering into such a contract would generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus would be in the best interests of the City of Newburgh;

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

Councilwoman Bell said that when this came up at the Work Session one thing mentioned was that computers that are outdated would become part of this sale. She recommended that we weigh out how much we are actually going to capture from an online auction for an old computer against what we would gain from making it available to youth in the community who don't have their own computer. She thinks that this is something that should be considered.

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**

# GovDeals

## Online Auction Memo of Understanding

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

**1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.

**2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **5.0** below:

**2.1** Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:

- Accept descriptive information concerning an asset including unlimited photos
- Allow different auction phases based upon dates and times
- Allow Client to set minimum starting prices, bid increments and reserves

**2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:

- Familiarization with the nature and operation of CAS
- Guidance in the posting of assets and provide ongoing support
- Procedures for taking and posting pictures of assets
- Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet

**2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.

**2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.

- Work with Client to identify items that may benefit from marketing attention.
- Provide documented proof of all marketing efforts made on behalf of Client.
- Assist in determining values and starting prices for unique and high dollar assets.

**3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from **Exhibit A** and enter selection below signature block on MOU page two (2).

**4.0 Payment:**

**4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

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

**This online auction memo of understanding is agreed to by:**

**GovDeals, Inc**

**Client: City of Newburgh**

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

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

Print Name: Robert L. DeBardelaben

Print Name: Richard F. Herbek

Title: President

Title: Acting City Manager

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

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

**Memo of Understanding Contact:**

Attention: Sales Support  
 5907 Carmichael Place  
 Montgomery, AL 36117  
 Telephone Number: 866.377.1494  
 Fax Number: 334.387.0519  
 Email: [salesupport@govdeals.com](mailto:salesupport@govdeals.com)

**Flexible Pricing Options (FPO)**

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

Client Collects Proceeds

- Option A1 (7.5% Seller- 0% Buyer)  
 Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

- Option B1 (7.5% Seller- 5% Buyer)  
 Option B2 (5% Seller- 7.5% Buyer)  
 Option B3 (2.5% Seller- 10% Buyer)  
 Option B4 (0% Seller- 12.5% Buyer)

**Flexible Pricing Options (FPO)**

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

**A - Client Collects Proceeds**

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

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

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

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

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

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

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

**Tiered Fee Reduction Schedule**

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

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

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

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## EXHIBIT B - Online Auction Memo of Understanding

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### Financial Settlement Services (FSS)

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

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

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

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

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

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

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

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

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

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

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

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## Financial Settlement Services (FSS) Election and Information

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**Please complete payment instructions below:**

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

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

E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**(Please choose only one option for payment)**

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

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

**OR:**

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

Make check payable to: \_\_\_\_\_  
Client's Legal Name

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

\_\_\_\_\_  
City, State and Zip Code

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

## City of Newburgh

Newburgh, New York

### Online Sales - Terms and Conditions

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

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

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

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

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

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

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

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

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

Acceptable forms of payment are:

- PayPal

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

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

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

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

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

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

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

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

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

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

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

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

**RESOLUTION NO.: 108 - 2011**

**OF**

**MAY 23, 2011**

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

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

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

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

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

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

**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**

108-11

AMENDMENT NO. 4

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

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

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

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

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

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

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

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

CITY OF NEWBURGH

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

By: \_\_\_\_\_  
Richard F. Herbek  
Acting City Manager

NYS Department of Environmental Conservation

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

By: \_\_\_\_\_  
Nancy Lissier  
Director of Management and Budget  
Services

ORDINANCE NO.: \_\_\_\_\_ - 2011

OF

MAY 23, 2011

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

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

Section 1. Chapter 220: Parks and Recreation Areas

Article III. Washington Street Boat Launch Ramp

§ 220-21. Permit required; Fees.

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

Section 2: THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

~~Strikethrough~~ denotes deletions  
Underlining denotes additions

ORDINANCE NO.: \_\_\_\_\_ - 2011

OF

MAY 23, 2011

AN ORDINANCE AMENDING CHAPTER 288, "VEHICLES AND TRAFFIC"  
SECTION 288-29.1 ENTITLED "BOAT TRAILER PARKING ZONES"  
AND SECTION 288-85 ENTITLED "SCHEDULE XXVII:  
CITY PARKING LOTS AND PARKING GARAGES - PARKING PERMIT FEES"  
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

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

Section 1. Chapter 288, Vehicles and Traffic

Article III: Parking, Standing and Stopping

§ 288-29.1. Boat trailer parking zones.

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

Article VIII: Schedules

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

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

~~Strikethrough~~ denotes deletions

Underlining denotes additions

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

Location of Parking Lot

Monthly Fee

~~Washington Center~~

~~\$35~~

Washington Street Boat Launch

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

Section 2: THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

ORDINANCE NO.: \_\_\_\_\_ - 2011

OF

MAY 23, 2011

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

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

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

§ 220-21      Launching boat or jet skis at Newburgh  
Boat Launch

~~\$8.00 per day per boat/jet ski~~  
Daily Permit: \$20.00  
Season Permit: \$175.00

Section 2:      THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

~~Strikethrough~~ denotes deletions  
Underlining denotes additions

ORDINANCE NO.: 14 - 2011

OF

MAY 23, 2011

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

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

**Section 1.** Chapter 220: Parks and Recreation Areas

Article III. Washington Street Boat Launch Ramp

§ 220-21. Permit required; Fees.

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

**Section 2:** This Ordinance shall take effect upon the execution of Amendment No. 4 to the Operation and Maintenance Agreement between the City of Newburgh and the New York State Department of Environmental Conservation.

~~Strikethrough~~ denotes deletions  
Underlining denotes additions

**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**

ORDINANCE NO.: 15 - 2011

OF

MAY 23, 2011

AN ORDINANCE AMENDING CHAPTER 288, "VEHICLES AND TRAFFIC"  
SECTION 288-29.1 ENTITLED "BOAT TRAILER PARKING ZONES"  
AND SECTION 288-85 ENTITLED "SCHEDULE XXVII:  
CITY PARKING LOTS AND PARKING GARAGES - PARKING PERMIT  
FEES" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

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

**Section 1.** Chapter 288, Vehicles and Traffic

Article III: Parking, Standing and Stopping

§ 288-29.1. Boat trailer parking zones.

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

Article VIII: Schedules

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

Whenever the City Manager shall, pursuant to the authority delegated to him by § 288-35 of this chapter, have designated all or some of the spaces in parking lots owned or operated by the City of Newburgh as reserved for vehicles displaying a valid parking permit for said parking lot issued by the City of Newburgh, the fee for the purchase of said parking permit shall be as established herein; and no person shall park or stand a vehicle in such space without displaying a valid

parking permit issued by the City of Newburgh and without having paid the fee set forth herein.

Location of Parking Lot	Monthly Fee
<del>Washington Center</del>	<del>\$35-</del>
Washington Street Boat Launch seasonal permit	<del>\$20</del> <u>Daily or</u>
<u>Chapter 163,</u>	<u>as set forth in</u>
	<u>Fees</u>

**Section 2:** This Ordinance shall take effect upon the execution of Amendment No. 4 to the Operation and Maintenance Agreement between the City of Newburgh and the New York State Department of Environmental Conservation.

**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**

ORDINANCE NO.: 16 - 2011

OF

MAY 23, 2011

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

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

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

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

Section 2: This Ordinance shall take effect upon the execution of Amendment No. 4 to the Operation and Maintenance Agreement between the City of Newburgh and the New York State Department of Environmental Conservation.

~~Strikethrough~~ denotes deletions  
Underlining denotes additions

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.: 109 - 2011

OF

MAY 23, 2011

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF NEWBURGH  
APPROVING AN AGREEMENT WITH  
SUBCONTRACTORS OF FISCAL YEAR 2011  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, this Council approved the allocation of Community Development Block Grant ("CDBG") funds to specific sub-contractors from the FY 2011 entitlement funds; and

WHEREAS, an agreement is required between the City of Newburgh and the sub-contractors prior to payment of funds to the sub-contractors; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") funds will be made available to the sub-contractors after services have been rendered and approved by City staff and released through the HUD accounting system; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute an agreement between the City of Newburgh and the following sub-contractors.

SUNY Orange/ Best Resources	\$8,750	<b>STEP Program</b> Students Taking an Effective Path to Success addresses improving educational outcomes for 15 young people
Green Team, Newburgh Armory Unity Center and Groundworks Inc.	\$10,000	Launch <b>Summer Green Team</b> program that will offer 7 disadvantaged Newburgh teenagers the chance to participate in community service activities.
MISN/ Head Start	\$8,887	<b>Circle of Promising Women:</b> Improve support structures for young mothers that will help them to attain their own educational and career goals and support the educational and developmental outcomes of their children.

Northeast Gateway to Freedom	\$10,000	<b>Kidz Initiative</b> after school dinner & Life Center. Summer Initiative. Funding youth interns, field trips, summer programming etc.
Newburgh Zion Lions	7,000	<b>Request: Books and Basketball Team for Tomorrow</b> - Book Club and Arts and Cultural Development for students associated with the basketball program.

**Total: \$44,637**

**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**

109-11

AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

BY AND BETWEEN:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEDERAL EMPLOYER ID #: \_\_\_\_\_

a Not-for-Profit Corporation established in accordance with the laws of the State of New York hereinafter referred to as the 'SUB-GRANTEE", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY", and the City, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as "THE CITY".

**WHEREAS**, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

**WHEREAS**, the Newburgh City Council has authorized the funding of the program and purpose as listed below:

PROJECT NAME: \_\_\_\_\_

PURPOSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and;

**WHEREAS**, the Sub-grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement; and

**WHEREAS**, City wishes to engage the sub-grantee to conduct the aforementioned program for the period of such agreement;

**NOW, THEREFORE**, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

**ARTICLE I. SCOPE OF SERVICES**

(1) The Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Sub-grantee's funding proposal and assures the City that the Sub-grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

(3) The Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

(4) The Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the Executive Director of the City.

(5) The Sub-grantee agrees to provide administrative support to carry out this service as stated in Article I(4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

## ARTICLE II. TERMS OF CONTRACT

- (1) The services of the Sub-grantee are to commence upon execution of this agreement and extend for a period ending one (1) year from the date thereof, or as otherwise provided herein.
- (2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

## ARTICLE III. SERVICES TO BE PROVIDED BY THE THE CITY

- (1) Upon request by the Sub-grantee, the THE CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the Executive Director of the City.
- (2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

## ARTICLE IV. PROGRAM DOCUMENTATION

- (1) The Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.
- (2) The Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.
- (3) Certified yearly audits of the Sub-grantee must be submitted to the City for review by the City's CPA. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

## ARTICLE V. COMPENSATION

- (1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.
- (2) Total payment under this Contract shall not exceed) DOLLARS as full payment for all services rendered by the Sub-grantee during the period of this agreement. The adopted budget of the Sub-grantee is annexed hereto as Attachment "2".

(3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

**ARTICLE VI. METHOD OF PAYMENT**

(1) Within thirty (30) days of the execution of this Agreement, and on a:

\_\_\_\_\_monthly  
  X  quarterly  
\_\_\_\_\_semi-annual

basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

(a) The sum of (\$) \_\_\_\_\_ DOLLARS during the first month of the approved program as start up costs; and

(b) For each succeeding: \_\_\_\_\_ month  
  X   quarter  
\_\_\_\_\_ semi-annual

period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15<sup>th</sup> of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the Executive Director of the City.

(c) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

**ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY**

(1) In carrying out the obligation of this Contract, the Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

(4) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

#### **ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE**

The Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the Executive Director of the City.

#### **ARTICLE IX. RECORDS AND REPORTS**

(1) The Sub-grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Sub-grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the Executive Director of the City.

#### **ARTICLE X. AUDITS**

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Sub-grantee is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

#### **ARTICLE XI. CONFIDENTIALITY**

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Sub-grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The Sub-grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Act of the State of New York.

#### **ARTICLE XII. FACILITIES AND PERSONNEL**

The Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Agency from meeting its obligations under the terms and conditions of this Agreement.

#### **ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS**

(1) The Sub-grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

#### **ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS**

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

#### **ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS**

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

#### **ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT**

The sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

#### **ARTICLE XVII. CHANGES AND MODIFICATIONS**

The City, at any time by written notice to and with the written agreement of the Sub-grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

#### **ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT**

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City/THE CITY and shall be submitted to it.

(2) In the event of termination, the Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-grantee, the City may withhold from any payments due the Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-grantee.

#### **ARTICLE XIX. INDEMNIFICATION**

(1) The Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any personal shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR NEW YORK STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is cause by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Sub-grantee, its agents and employees).

(4) The Sub-grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Sub-grantee shall provide Worker's Compensation Insurance in accordance with the statutes of the State of New York.

(B) The Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

BODILY INJURY LIABILITY

Each Person  
\$1,000,000

Each Occurrence  
\$2,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence  
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person  
\$1,000,000

Occurrence  
\$2,000,000

**ARTICLE XX. MODIFICATION**

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto.

**IN WITNESS WHEREOF**, the **Sub-grantee, City** have executed this Agreement the day and year herein mentioned.

SUB-GRANTEE

WITNESS BY:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

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

CITY OF NEWBURGH

WITNESS

By \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM BY:

APPROVED BY:

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Comptroller

ATTACHMENT I  
Reporting Requirements

The Sub-grantee will submit a final report to be included in the requisition of payment for expenses. The outline for the report is as follows:

- I. Progress to date on each objective, goal and performance standard.
- II. Summary of outreach efforts, including specific information on how the Sub-grantee confirmed the income eligibility of each program participant. *Reminder: CDBG regulates that funds be expended for individuals earning less than 80% of the Area Median Income (AMI). A minimum of 51% of all program participants who benefit from the program being funded under CDBG must qualify on an income basis.*
- III. Monthly goal for each activity will be listed and accomplishments during the month. Where the goal has not been achieved, explanations as to the reason for not meeting the monthly goal are to be given and the proposed course of action to insure that future goals will be met is also to be set forth.
- IV. Budget report (format attached)
- V. Indicate the Census Tract in the City of Newburgh within which the program activities were held.
- VI. Demographic data for all program participants:
  - a. Total number of participants served during the reporting cycle.
  - b. Overall Age Range: \_\_\_\_\_ years to \_\_\_\_\_ years
  - c. Age breakdown of participants.  
%\_\_\_\_: 0-4 years      %\_\_\_\_: 5-9 years      %\_\_\_\_: 10-15 years  
%\_\_\_\_: 16-20 years      %\_\_\_\_: 21+ years
  - d. Income breakdown of participants (numbers not percentages).  
\_\_\_\_\_ Receive SSI  
\_\_\_\_\_ Receive free lunch via the Newburgh Enlarged School District  
\_\_\_\_\_ Receive some level of public assistance  
\_\_\_\_\_ Do not receive any public assistance.
  - e. Gender breakdown of participants (numbers not percentages).  
\_\_\_\_\_ Female      \_\_\_\_\_ Male
  - f. Ethnic breakdown of participants (numbers not percentages).  
White \_\_\_\_\_      White Hispanic \_\_\_\_\_  
Black/African American \_\_\_\_\_      Black Hispanic \_\_\_\_\_  
Asian \_\_\_\_\_      Asian & White \_\_\_\_\_  
American Indian/Alaskan Native \_\_\_\_\_  
Native Hawaiian/Other Pacific Islander \_\_\_\_\_  
Black/African American & White \_\_\_\_\_  
Other multi-racial \_\_\_\_\_  
American Indian/Alaskan Native & Black/African Amer. \_\_\_\_\_

*This demographic data is required by HUD to be reported by the City of Newburgh and is a condition of on-going CDBG funding.*

Attachments Required: Please attach copies of all marketing materials, photographs, etc. utilized for this program.

**ATTACHMENT II**  
**Budget & Budget Report**

Submitted by: \_\_\_\_\_  
 Reporting Period: \_\_\_\_\_

Cost/Item	Approved/Allocated Budget FY 2010 CDBG			Funding Spent During Reporting Period			Balance		
	Lead Applicant (a)	Co- Applicant (b)	Total (c)	Lead Applicant (d)	Co- Applicant (e)	Total (f)	Lead Applicant (a-d)	Co- Applicant (b-e)	Total (c-f)
<b>Personnel Costs (including applicable benefits)</b>									
Lead Trainer (\$15hr x 6hrs/wk for 36 wks)									
Co-Trainer/Trainee (\$12hr x 3hrs/wk for 36 wks)									
<b>Total Personnel Costs:</b>									
Office Services (rent, telephone, utilities)									
Supplies (consumable materials)									
Equipment: \$750 computer upgrade, \$300 printer, \$300 digital/video camera									
Contractual services, i.e. workshop leaders, trainers, special service providers, other subcontractors: \$1,200 to purchase program, \$100 to purchase Microsoft Office									
Travel									
Printing/Copying/Postage									
Other operational expenses (list here)									
<b>Total Program Operating Expenses:</b>									
<b>Grand Total</b>									

ATTACHMENT III  
Proposed Scope/Program

**RESOLUTION NO.: 110 - 2011**

**OF**

**MAY 23, 2011**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT  
WITH MASER CONSULTING P.A.  
IN AN AMOUNT NOT TO EXCEED \$10,000.00  
IN CONNECTION WITH PENDING LITIGATION**

**WHEREAS**, the City of Newburgh in engaged in certain litigation; and

**WHEREAS**, the City requires certain professional engineering services in connection of this litigation; and

**WHEREAS**, Maser Consulting P.A. has provided a proposal to perform the necessary services and has been identified as qualified to perform said services; and

**WHEREAS**, the City Council of the City of Newburgh finds that engaging the services of Maser Consulting P.A. is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that that the City Manager be and he is hereby authorized to enter into a contract for professional engineering services, with such other terms and conditions as may be required by Corporation Counsel, with Maser Consulting P.A. in an amount not to exceed Ten Thousand (\$10,000.00) Dollars.

**Mayor Valentine stated that he and Councilman Dillard cannot vote on this because the litigation has to do with Ferry Crossing. He is an owner and Councilman Dillard is a renter there so they have to recuse themselves from this vote.**

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

**Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello - 3**

**ADOPTED**

**RESOLUTION NO.: 111 - 2011**

**OF**

**MAY 23, 2011**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF NEWBURGH  
APPROVING THE ALLOCATION OF \$50,000  
FROM URESTRICTED SECTION 108 MARINA OPS ACCOUNT  
TO THE 2011 CDBG ENTITLEMENT FUND - DEMOLITION PROGRAM**

**WHEREAS**, unrestricted Section 108 Marina Ops program income funds can be utilized for demolition activities in Census Tract 4 and 5; and

**WHEREAS**, the Council has determined that CDBG funding should be prioritized to address health and safety concerns within the City of Newburgh including the demolition of City-owned hazardous vacant buildings; and

**WHEREAS**, The City of Newburgh will develop a targeted approach in an effort to stabilize neighborhoods in Census tracts 4 and 5 through the demolition of hazardous buildings; and

**WHEREAS**, the City of Newburgh has previously approved funding for demolition/ clearance; and

8686.448.8065.2011	\$ 50,000
8686.448.8065.2010	\$ 70,000
09.17	\$ 30,000
<b>TOTAL</b>	<b>\$150,000</b>

**WHEREAS**, the City of Newburgh approved a Section 3 plan which establishes procedures and requirements relating to the hiring of low income local residents and qualified small businesses on projects involving CDBG funding, which projects equal to or exceed \$200,000;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to allocate \$50,000 from the Unrestricted Section 108 Marina Ops Program Income Account to CDBG 2011 Entitlement Fund, 8686.448.8065.2011, and issue a Request for Proposals for the demolition of City-owned vacant buildings.

**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.: 112 - 2011**

**OF**

**MAY 23, 2011**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES IN CONNECTION  
WITH THE EVALUATION OF VACANT CITY-OWNED BUILDINGS  
AND THE PREPARATION OF A SCOPE OF WORK  
FOR A REQUEST FOR QUALIFICATIONS FOR DEMOLITION**

**WHEREAS**, the City of Newburgh is in the process of evaluating vacant City-owned buildings for possible demolition; and

**WHEREAS**, C.T. Male Associates, P.C. has submitted a proposal to conduct an initial evaluation of abandoned buildings, generate a reasonable cost estimate for building demolition and to generate a template to be used as a request for qualifications to select a qualified consultant to oversee such project; and

**WHEREAS**, based on their experience, references and project history, C.T. Male Associates, P.C. is best qualified to provide such services; and

**WHEREAS**, the cost for such project shall be in an amount not to exceed One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars; and

**WHEREAS**, funding for such project shall be derived from Engineering Line A.1440.0455, Consulting Services; and

**WHEREAS**, this Council has determined that entering into an agreement with C. T. Male Associates, P.C. is in the best interests of the City of Newburgh and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an agreement with C.T. Male Associates, P.C. for professional engineering services in connection with the evaluation of vacant city-owned buildings and the preparation of a scope of work for a request for qualifications for demolition.

**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.: 113 - 2011**

**OF**

**MAY 23, 2011**

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF  
TRENTON BROWN AGAINST THE CITY OF NEWBURGH IN THE  
AMOUNT OF THREE THOUSAND FIVE HUNDRED DOLLARS**

**WHEREAS**, Trenton Brown brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the settlement of the claim in the amount of Three Thousand Five Hundred (\$3,500.00) Dollars in exchange for a release to resolve all claims among them; and

**WHEREAS**, such funds shall be secured by 2011 "M" Funds, Account M.1930.0400 Judgments & Claims; and

**WHEREAS**, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City's attorney is hereby authorized to settle the claim of Trenton Brown in the total amount of Three Thousand Five Hundred (\$3,500.00) Dollars, and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

**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.: 114 - 2011**

**OF**

**MAY 23, 2011**

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF  
JESSICA WARD AGAINST THE CITY OF NEWBURGH IN THE AMOUNT  
OF  
FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS**

**WHEREAS**, Jessica Ward brought a claim against the City of Newburgh;  
and

**WHEREAS**, the parties reached an agreement for the payment of the settlement of the claim in the amount of Fifty Two Thousand Five Hundred (\$52,500.00) Dollars in exchange for a release to resolve all claims among them;  
and

**WHEREAS**, such funds shall be secured by 2011 "M" Funds, Account M.1930.0400 Judgments & Claims; and

**WHEREAS**, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City's attorney is hereby authorized to settle the claim of Jessica Ward in the total amount of Fifty Two Thousand Five Hundred (\$52,500.00) Dollars, and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

**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**

**LOCAL LAW NO.: 3 - 2011**

**OF**

**MAY 23, 2011**

**A LOCAL LAW ADDING ARTICLE X ENTITLED  
"RESIDENTIAL-COMMERCIAL URBAN EXEMPTION"  
TO CHAPTER 270 "TAXATION" OF THE CODE  
OF THE CITY OF NEWBURGH**

**BE IT ENACTED** by the City Council of the City of Newburgh as follows:

**SECTION 1 - TITLE**

This Local Law shall be referred to as "A Local Law Adding Article X entitled 'Residential-Commercial Urban Exemption' to Chapter 270 of the Code of the City of Newburgh".

**SECTION 2 - PURPOSE AND INTENT**

The purpose of this local law is to adopt a real property tax exemption from general municipal taxes in the City of Newburgh for developers and building owners to convert non-residential real property to mixed residential and commercial uses as authorized by Real Property Tax Law Section 485-a.

**SECTION 3 - AMENDMENT**

Chapter 270 entitled "Taxation" of the Code of the City of Newburgh is hereby amended by the addition of Article X entitled "Residential-Commercial Urban Exemption" to read as follows:

**"ARTICLE X**

**Residential-Commercial Urban Exemption**

**§270-61 Purpose.**

The City Council of the City of Newburgh encourages and promotes the conversion of numerous vacant and underutilized buildings in the City formerly

used for industrial, warehouse, manufacturing and other commercial operations to mixed commercial and residential use by providing an exemption from general municipal taxes pursuant to Section 485a of the Real Property Tax Law of the State of New York.

**§270-61 Definitions.**

As used in this section, the following terms shall have the following meanings:

APPLICANT - any person obligated to pay real property taxes on the property for which an exemption from real property taxes under this Article is sought.

COMMERCIAL CONSTRUCTION WORK - the modernization, rehabilitation, expansion or other improvement of the portion of the mixed-use property to be used for commercial purposes.

COMMERCIAL PURPOSE OR USE - the buying, selling or otherwise providing of goods or service, including hotel services, or other lawful business or commercial activities permitted in mixed-use property.

MIXED-USE PROPERTY - property on which will exist, after completion of residential construction work or a combination of residential construction work and commercial construction work, a building or structure used for both residential and commercial purposes.

MUNICIPALITY - any town, city or village except a city having more than one million inhabitants.

PERSON - an individual, corporation, limited liability company, partnership, association, agency, trust, estate, foreign or domestic government, or subdivision thereof, or other entity.

RESIDENTIAL CONSTRUCTION WORK - the creation, modernization, rehabilitation, expansion or other improvement of dwelling units, other than dwelling units in a hotel, in the portion of mixed-use property to be used for residential purposes.

**§270-62 Exemption.**

Non-residential real property, upon conversion to mixed-use property, shall be exempt from taxation and special ad valorem levies as provided in Section 485-a of the New York State Real Property Tax Law. For a period of

twelve (12) years from the approval of an application, the increase in assessed value of such property attributable to such conversion shall be exempt as provided in the table below. Such exemption shall be computed with respect to the "exemption base". The exemption base shall be determined for each year in which there is an increase in assessed value so attributable from that of the previous year's assessed value. Such exemption shall be computed in accordance with the following table:

<b>Year of Exemption</b>	<b>Percentage of Exemption</b>
1 through 8	100% of exemption
9	80% of exemption
10	60% of exemption
11	40% of exemption
12	20% of exemption

**§270-63 Exclusions from Exemption.**

- A. No such exemption shall be granted unless such conversion was commenced subsequent to the date on which this Local Law takes effect and the cost of such conversion exceeds the sum of Ten Thousand (\$10,000.00) Dollars.
- B. For purposes of this section, the term "conversion" shall not include ordinary maintenance and repairs.
- C. No such exemption shall be granted concurrent with or subsequent to any other real property tax exemption granted to the same improvements to real property, except where, during the period of such previous tax exemption, payments in lieu of taxes or other payments were made in an amount that would have been equal to or greater than the amount of real property taxes that would have been paid on such improvements had such property been granted an exemption pursuant to this Article. In such case, an exemption shall be granted for a number of years equal to the twelve-year exemption granted pursuant to this Article less the number of years the property would have been previously exempt from real property taxes.

**§270-64 Time to File Application.**

Any exemption pursuant to this Article shall be granted only upon application by the property owner on a form prescribed by the State Board of the Office of Real Property Services. The application shall be filed with the Assessor of the

City of Newburgh on or before the taxable status date of March 1 to be eligible for an exemption to be entered on the assessment roll prepared on the basis of said taxable status date.

#### **SECTION 4 - VALIDITY**

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

#### **SECTION 5 - EFFECTIVE DATE**

This Local Law and shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law and shall apply to assessment rolls on the basis of taxable status dates occurring on and after January 1, 2012.

#### **SECTION 6 - FILING**

In addition to the Office of the New York State Secretary of State, copies of this Local Law shall be filed with the State Board of the Office of Real Property Services and the City of Newburgh Assessor.

**Councilwoman Bello said that she wants to be absolutely clear that this is just an exemption on improvements.**

**Ed Lynch, Director of Planning and Development responded with a "yes".**

**Councilwoman Bello said that typically we don't offer exemptions unless there is an exchange for job creation such as through the IDA.**

**Ed Lynch said that that is not true. We actually have a 485b exemption that was adopted by Council about thirteen years ago which precipitated a good deal of investments on the waterfront for the restaurants and other commercial establishments. This is a very similar program where individuals will go to the Tax Assessor to request this exemption.**

**Councilwoman Bello noted that on the waterfront that also brought a lot of jobs which was a wonderful thing but we don't typically give tax exemptions for residential.**

Ed Lynch said that this is for mixed use. The concept is to take buildings that are vacant or that would lend themselves to residential with a non residential use to be able to stimulate investment within the community.

Councilwoman Bello said that she understands that this is a great incentive for development but we have a tremendous amount of beleaguered homeowners and business owners that don't have mixed use properties. Why don't we extend this exemption to all homeowners to encourage improvement on their properties?

Ed Lynch said that this is a law authorized by the State and it does not authorize it for the purposes that you are talking about. As he mentioned earlier there is an exemption provided to individuals in the east end historic district that if they get a certificate of appropriateness from the ARC then the value of the improvements they make to that property could also be exempt from property taxes the same as what we are talking about here. He also pointed out that just because they are adopting this local law doesn't mean that developers will run to Newburgh and start investing. The County can also participate in this exemption and we will be talking to them as well.

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 PUBLIC COMMENTS

Michael Gabor, Grand Street said that in the past he brought up an issue that crossing Martin Luther King Jr. Blvd. is a hazard. There are events at the waterfront with a lot of kids and there is not one crosswalk anywhere down there. He thinks that there needs to be crosswalks and additional lights or stop signs. We want to encourage people coming and going across that street.

Mayor Valentine said that when the 9W construction is done they plan to take that light away which will be a bad thing because it at least slows some people down. Without that light there is no stop between Washington Street and Grand Street and nobody does thirty miles per hour on that street.

Barbara Smith, Powell Avenue said that there is an article in the Sentinel Newspaper that has to do with a public notice of a public hearing on HUD funds. She asked if someone could give her an idea of what this is. In regard to the Biomass Project, she hopes that the City Council does not come to a judgment with regard to moving anything without looking into all of the questions that were raised. She doesn't think that a Council that has the potential of losing four people should make a decision on a long term twenty year contract.

Ed Lynch, Director of Planning and Development noted that the article in the Sentinel is from Orange County for a public hearing that they have received.

Councilwoman Bell said that she kept thinking about Hudson Baylor and that no one has considered that we have a City of Newburgh based business that accepts all of our recycling and hires from within the City. If we decide to send that out she feels that it will be a huge loss for the city. There is a whole dialogue that needs to take place on this.

Mayor Valentine said that we have only had a presentation so far and a point that was made by George Garrison is that you would be adding mileage and wear & tear as well as man hours to drive out to Montgomery. With that you will be eating at the savings and trucks will have to be replaced.

Councilwoman Bell added that she considered this to be totally premature because we have been waiting for the RFP for privatization of the sanitation services. The timing is not right at this point.

MaryAnn Prokosch, City of Newburgh said that this is a contract that is in the early stages but there are lots and lots of questions. More information is needed in order to make a proper decision. Goshen has been offered the same deal as the City of Newburgh but we will be using a lot more fuel than Goshen so we should get a better price. She does feel that we have to deal with garbage in a different way than we have been. As for CDBG, she was very glad to see that there were a lot of new recipients on this list. In regard to the water and sewer utility fees, there is a rate per unit per one, two or three family. After that it is based upon what the property is assessed at so you could have a six-family home in the City of Newburgh that is falling apart with twenty-five people living in it that pay a smaller fee than a well kept four-family who happens to have a higher assessment. If this is not state mandated she would like to see these mixed use residential properties looked at by units rather than the value.

Judy Kennedy, 162 Grand Street said that at every meeting she sees a list of Notice of Claims and she would like to know if we are tracking what kind of claims are coming in and in what category. What are we doing to prevent or stop these lawsuits? How much money is going down the drain with that? On resolution #112-2011 authorizing an agreement for professional engineering services, she would like to know why our own City Engineer does not do that. Why are we hiring outside counsel for that?

Mayor Valentine explained that this is a specialized service and our City Engineer requested that this be done. For the demolition of a building you would have to hire a specific engineer that would do that.

Judy Kennedy continued that the State Law on 485a reads that the cost of such conversion exceeds the sum of \$10,000.00 or such greater amount as may be specified by local law. So we do have the flexibility of changing that amount. She wants to make sure that we don't have people out there taking advantage by putting \$10,001.00 in to a building and then they have a tax exemption. She would ask for a higher limit

Michelle Kelson, Corporation Counsel explained that \$10,000.00 is the minimum.

Kippy Boyle, City of Newburgh asked if there was a resolution on the NCAC \$15,000.00 payment.

Mayor Valentine said that there is action being taken. It is in litigation.

Kippy Boyle added that she watched the Taylor Recycling presentation and there are a lot of questions. Is there someone that we can send our

questions to and then when we get closer to a contract you will have them as part of your analysis?

Mayor Valentine said that they will be asking a thousand questions on this before they go to contract. They still have to negotiate.

Kippy Boyle said that the first question is how this will benefit everyone who has a sanitation bill. In the past when they were asked to provide questions for revenue increases, they were not acknowledged in a timely manner. This is a very important thing and she would like to know who to send her questions to.

Ray Yannone, said in regard to the lack of a crosswalk that he hopes they are not going to wait for a tragedy to happen. You have the College here and there are people walking all day in that area so it is inevitable because the cars are not going 30 m.p.h. He thinks that they should lobby the State or try to do something to take control of that situation. He thanked the Council for adopting 485a. He did a lot of research on this and feels that they need to lobby for legislation and determine the areas where they need to grow. This is such a huge thing for the City to get people to invest and live here. The taxes won't go down unless you increase the tax base.

Mayor Valentine noted that on Marine Drive/Martin Luther King Blvd. it is a critical year because when the construction on 9W ends then that traffic light will go away. It is still considered a state road and he thinks that they need to lobby to get it back to a city street which is what it should be. Now that we have the College Campus open without the red light it is going to be chaos down there.

Councilman Dillard said that they should contact Senator Larkin because he took care of the parking spaces on that street.

Craig Marti, City Engineer said that traffic studies have been done and warrants were not met but further analysis will be done with further development along the waterfront.

Janet Gianopolous, City of Newburgh said that it is very exciting that there are people wanting to go to the waterfront and into the city. She is also excited about the pending construction projects on Broadway. Perhaps someone looking to develop on the south side would also consider developing something on the north side as well. Communication is very important. There were recently three or four job fairs in the area so there are jobs available but it needs to be communicated better because many people are outside of the communications loop. People need to be made aware of the

existing services and opportunities that we have to give them hope to move forward.

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

## COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that the Memorial Day Parade is scheduled for 10:00 a.m. and Mr. Kaplan will be the Grand Marshall. She attended the NAACP dinner at the House of Refuge and it was a wonderful night and she went to the Baseball Hall of Fame dinner in New Windsor. She thanked Mr. Lynch for the RFQ responses and asked what the next step is.

Ed Lynch, Planning & Development Director said that these are submittals by the entities in which they claim that they have the experience and financial wherewithal to do these projects. That is why we need a committee to look at the information and ask questions to see if in fact they are capable of handling a project like this. We will look at these six proposals and come back to Council with a proposed short list to move forward with a decision.

Councilwoman Angelo asked if they could meet with them individually.

Ed Lynch responded with a "no". They are not at a stage for proposals. The purpose of this is a Request For Qualifications (RFQ) to establish if they have the experience and financial wherewithal to move forward with any kind of project. This is just a screening of the applications before it comes back to Council.

Councilwoman Angelo said that this is good news.

Councilwoman Bell said that she would like to know who the principals are.

Ed Lynch, Planning & Development said that he will get that information out to the Council.

Councilwoman Bell said that she would be very interested in looking at that. A while ago we proposed a Local First Source Hiring Ordinance for Newburgh and a lot of work was done on it. Eventually we were told that it was illegal and so we couldn't do it but there is a Headline in the newspaper stating that Monticello passed a Local Hiring Law. They stated that any contract of \$50,000.00 or more has to include at least 20% of local people to work. She thinks that sometimes we limit ourselves unnecessarily. If we have more of a "yes we can" attitude instead of "can't do that", then it will be fantastic for our city. She added that she is excited because she feels that

something wonderful is about to emerge so she is enthusiastic and hopeful. She thanked everyone for coming.

Councilwoman Bello said that a resident stopped by her store with a complaint that they went to City Hall to pay a \$5,000.00 water bill and had \$2,500.00 but the city refused it because it was not the total amount. This policy is the worst policy that she has ever seen. She doesn't know any business owner who would refuse money because it is not the total amount. This is something she wants to put on the next Work Session agenda. She understands that it is difficult as far as our taxes go but with water and sanitation bills she would like to see more of a *lets try* attitude because it sets the taxpayers up to fail. She thinks it would be good, especially in a city that is financially strapped, to not refuse money. She added that she thinks that the 485a that was passed tonight is a wonderful incentive for development but she would like to see a real focus on crime and quality of life issues in those areas so that those developers and the rest of us can enjoy unlimited success in their endeavors. She reminded everyone that there will be an Italian Festival on June 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> at Sacred Heart Church and said that it is a great place to bring the family for a fun weekend. She thanked her colleagues, employees, friends and everyone for all of their well wishes during her Hospital stay at St. Luke's. They were instrumental in her recovery and she appreciated it very much. She wished everyone a good night.

Councilman Dillard agrees with Councilwoman Bell on the First Source Hiring Ordinance and he saw that article as well. He believes that this should be brought back to the table for discussion. He added that he spoke with the City Manager concerning the Water Department and 1.6 million dollars that is outstanding. We discussed last year shutting off water but to date nothing has been done so he feels that this should be put on the next Work Session agenda as well to resolve these issues. This is a lot of money that should be collected. He thanked everyone for coming and said that he will say a Prayer for our city because we are on our way back up.

Mayor Valentine thanked the Council for the 485a. At a number of meetings they have discussed how important this is as an incentive to try to get some of these buildings that have just been sitting for so many years utilized. We do need to also push both the school system and the County for some support as well. He added that many people don't know about the number of services that are available at 280 Broadway in the way of employment and crime prevention. They should come to a future Council meeting to tell the City of Newburgh what is going on in that building. He is also pleased to see that six people have responded to the RFQ. We are encouraged by this number because this is a block that has sat vacant and has a lot of history so if one of the six is chosen then we are on the right track. He

thanked Councilwoman Angelo and the Memorial Day Parade Committee. It was a shame not to have it last year but it is back and it is a Newburgh tradition. Broadway is the best street for a parade so please come out and participate. If you do attend, come over to Washington's Headquarters to be part of the ceremony that follows the parade because that really is what it is all about. He wished everyone a great weekend.

There being no further business to come before the Council, the meeting adjourned at 8:50 p.m.

LORENE VITEK  
CITY CLERK

