

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 26, 2010 at 7:00 P.M. in the Council Chambers, City Hall, 83 Broadway, Newburgh, NY 12550

The Prayer was led by Reverend Byron Williams and the Pledge of Allegiance was led by Councilwoman Bell.

Reverend Williams, Pastor and President of the NAACP expressed the feelings of the African American community as well as other ethnicities who were offended by the raising of a Confederate Flag in our City and they demanded an immediate apology.

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

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

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

CARRIED

Councilwoman Angelo moved and Councilwoman Bello seconded that the Notices of Claim and Notice of Charge of Discrimination & Verified 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 to receive comment concerning a local law amending Article IX of the City Charter entitled "Department of Public Works", Section C9.30, "Duty of Abutting Owner to Repair and Maintain Sidewalk and For Removal of Snow and Ice" within the Code of the City of Newburgh.

Denise Ribble, Montgomery Street is very concerned that the curbs that were the responsibility of the City that were not repaired are now going to become the responsibility of the owners, especially the curbs that have to be set in bluestone or granite. She suggested that the City enter into an agreement to correct the sidewalks and curbs that have been in disrepair for a long period of time and then after repaired turn the responsibility over to the owners.

Kippy Boyle, 400 Grand Street asked for clarification on how this will work in the Historic District because she has noticed that in the Historic District sidewalks are being repaired with cement instead of bluestone.

Barbara Smith, Powell Avenue asked for clarification on exactly what will change specifically.

Bernis Nelson, Corporation Counsel explained that in 1996 it was ruled that a city could transfer liability for the responsibility of maintenance of sidewalks to adjoining properties and at that time almost every city in the State amended its Charter, as we did, to transfer that liability. All that these revisions are doing is clarifying certain things so that we can use it in our defense with lawsuits. This Local Law clarifies that the curb is part of the sidewalk and the language at the end clarifies the responsibility which already existed and states that the City shall not be liable.

Charlotte Mountain, Dubois Street said that her concern with the City transferring all of the responsibility for sidewalks to homeowners is that she believes there is a duty to have curb cuts on the corners for wheelchair accessibility and we don't have that now. The City should take the initiative to make these curbs ADA compliant and then transfer the responsibility to the homeowners.

Mayor Valentine noted that it is being done right now in parts of the City. If there is a curb that did not have a ramp, it is being put in. As projects are being done and the sidewalks are being repaired, this is being done.

Brigidanne Flynn, Norton Street asked about enforcing this because it seems like nothing is ever enforced. After the last snowstorm, there was a sidewalk on South Street near N.F.A. that was not cleared and nothing was done. Also, fire hydrants were plowed over and not cleared and nothing was done. Perhaps in the future we could look into some type of program to help owners maintain these sidewalks because it is very expensive to do.

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

Councilwoman Bell noted that Councilwoman Angelo knows of a person that is a master at resetting the bluestone sidewalks which is a trade unto itself. This could be a way to possibly have some young men learn a trade to repair and restore these sidewalks.

PUBLIC HEARING #2

Mayor Valentine called a public hearing that was advertised for this meeting to receive comment concerning a local law to amend fees set forth in Section 163-8 entitled "Parks and Recreation Activities" of the Code of the City of Newburgh.

Denise Ribble, Montgomery Street questioned the fees for the Landing Dock and asked if there will be a fee for the Joemark Dock. There was a comment made that Veterans who are seniors will be able to fish for free and she feels that it would be patriotic for all Veterans to receive either free or reduced fishing privileges. In regard to the soccer fields, she wonders why the City Youth Soccer League does not have a similar agreement like the Little League and Pop Warner.

Timothy Hayzill said it is going to be a hot summer and now there is going to be a charge for the swimming pool. The kids here don't have swimming pools in their backyards so fire hydrants will probably be turned on.

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

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

James Marley, Poplar Street noted that in regard to resolution #93-2010 for the Little League he wanted everyone to know that they have been working on this agreement since last October and they are hoping that this will be passed tonight.

Mayor Valentine said that is why they put this resolution on for tonight so that if there are not a lot of comments that could shift it then they can vote on it this evening.

Denise Ribble, Montgomery Street said in regard to special licensing agreements that there was some discussion about other people who had licensing agreements that needed to open their books and she was wondering if that same requirement will apply to the Little League and Pop Warner. In regard to resolution #95-2010 she asked for clarification about what the grants are and is this to accept the grants or is this some other amendment to the Budget. In regard to resolution #97-2010 she knows that this agreement was negotiated and noted that Orange County has a proposed Water Master Plan. She has read it and urged the Council to ask the Water Department Superintendent and City Manager to review this document carefully because she doesn't see where it will be very beneficial to the City of Newburgh. We should request a public information session on this Master Plan and how it will affect us and the Orange County taxpayers.

Brigidanne Flynn, Norton Street said in regard to resolution #89-2010 that there have been builders who have obtained property in our City and they have done nothing. Why have these properties not been done and why is the City Council granting extensions? We should keep a tally on who is still outstanding and hasn't finished their projects.

Kippy Boyle, 400 Grand Street agrees with Ms. Flynn's comments. She is wondering if the City Council could request a report from Economic Development with a time line on each of the public private partnerships that were entered into. Some may have been completed but they would like to know the status on each property.

Mayor Valentine commented that they did receive updates a few months ago on all of those projects and had questions answered. They will look for updates from Planning and Development as they move along.

Judy Kennedy, 162 Grand Street said that it seems like every once in a while we get a report. Every once in a while we'll see where we are. There should be quarterly reports and time lines that we should be able to see at any given time to see where we are and what is happening. In regard to the local law on sidewalks, has anyone actually thought about how we are going to implement this law? Will there be a time to comply or fees involved? She would like to see some process behind this before this is passed.

Janet Gianopoulos, City of Newburgh said in regard to resolution #99-2010 for the NYS Armory that she thinks this has tremendous potential. When she lived in San Francisco there was a place that accommodated all kinds of shows. If planned and marketed well, the NYS Armory could give us the same opportunities.

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

COMMENTS FROM COUNCIL REGARDING THE AGENDA

Mayor Valentine said that there was a question on the police grants and he asked Christine Mitchell, City Comptroller to give a brief explanation.

Christine Mitchell, City Comptroller said that these are new grants that are being adopted.

Mayor Valentine noted that this is the first of a series. As we are implementing grants they will be separate from our General Fund and they will have a life of their own.

Christine Mitchell, City Comptroller said that she believes there are ten.

Councilman Dillard asked if they could see a spread sheet in terms of where these grants came from and how much they are for.

Christine Mitchell, City Comptroller said that each grant has a project number so that information can be pulled up at any time.

Mayor Valentine said that right now under this grant there is an attached schedule "A" that gives a complete breakdown.

CITY MANAGER'S REPORT

Acting City Manager, Richard Herbek said that he is continuing to receive reports from the Public Works Department and the Police Department but tonight he has a report from the Fire Department for February and March. The last weekend in February, during a major snow storm, the Fire Department responded to over one hundred and fifty calls. This report will be put on the City's website and lists all of the various fire calls for the months of February and March and also the statistical information from Code Enforcement where there were over seven hundred and fifty six inspections done.

The next Work Session will be held on May 6, 2010 and considering the financial crisis affecting the City we will begin discussion concerning things we might want to consider to reduce expenditures. This will have an impact on people and we have to start working on this now. As we move forward, there will probably be further staff reductions. The public would like better handling of properties and better response of police services but as we reduce people those expectations will not be met. Municipalities are in trouble all around the Country and they have to cut back. Things that have been done in the past may not be able to be done at the same level in the future. Dwight Hadley will be here on May 6th to provide items to be discussed with the City Council.

Councilwoman Angelo asked Fire Chief, Michael Vatter if false alarms were down.

Fire Chief, Michael Vatter said that they are down from 25% - 30% a few years ago to about 10% now. It is almost a non-issue right now and is not out of control.

RESOLUTION NO: 88 - 2010

OF

APRIL 26, 2010

**A RESOLUTION AUTHORIZING THE EXTENSION OF TIME
TO CLOSE TITLE ON 5 CITY TERRACE NORTH
SOLD IN CONNECTION WITH THE CITY OF NEWBURGH INTERNET
AUCTION**

WHEREAS, this Council, by Resolution No.: 191-2009 of December 14, 2009, confirmed the sale of 5 City Terrace No. and authorized the execution of a deed; and

WHEREAS, Marisol Riverol, through her attorney, submitted a request for an extension of time to close title; and

WHEREAS, the City Manager has granted the sixty (60) day allotted extension to close title on said premises on or before April 13, 2010; and

WHEREAS, due to unforeseen circumstances, specifically delays in obtaining funding, the purchaser has requested additional time to close title; and

WHEREAS, this Council has determined that granting the requested extension 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 an extension of time to close title on 5 City Terrace North be and is hereby granted until June 24, 2010, that date being sixty (60) days from the date of this Resolution.

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.: 89 - 2010

OF

APRIL 26, 2010

**A RESOLUTION AUTHORIZING AN EXTENSION
OF TIME TO REHABILITATE REAL PROPERTY KNOWN AS
25 SOUTH MILLER STREET (SECTION 30, BLOCK 1, LOT 17)
OWNED BY THRUWAY BUILDERS, INC.**

WHEREAS, by Resolution No. 38-2007 of March 26, 2007, the City Council of the City of Newburgh authorized the preparation of a land disposition agreement for Thruway Builders, Inc. regarding the rehabilitation and sale of real property known as 23 South Miller Street and 25 South Miller Street, more accurately described on the official tax map of the City of Newburgh as Section 30, Block 1, Lots 18 and 17, respectively, and title closed and the deed was delivered on January 9, 2008; and

WHEREAS, said Agreement included a Schedule "C" requiring rehabilitation of the properties to be completed and re-sold to owner occupants within twelve months of the delivery of the deed; and

WHEREAS, Thruway Builders has been unable to comply completely with the deadline to rehabilitate 25 South Miller Street, but has made a good faith effort and substantial progress to complete the rehabilitation by receiving a certificate of occupancy for the property known as 23 South Miller Street; and

WHEREAS, by Resolution No.: 71-2009 of May 11, 2009 this Council authorized an extension of time to rehabilitate the premises located at 25 South Miller Street; and

WHEREAS, due to unforeseen circumstances Thruway Builders will be unable to comply with the June 30, 2010 deadline imposed by Resolution No.: 71-2009, and has requested additional time to rehabilitate until June 30, 2011;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Thruway Builders be and is hereby granted an extension of time to rehabilitate the premises known as 25 South Miller Street

until June 30, 2011, that date being one (1) year from June 30, 2010, the date set forth in Resolution No.: 71-2009 of May 11, 2009.

Councilwoman Bell said that they looked at the first property on South Miller Street that Thruway Builders did and they did an absolutely incredible job of resurrecting something from the dead. South Miller Street is one of the most difficult streets in the City of Newburgh. The plan of the developer was to phase the work by finishing the first one and then selling it to use the funds to do the next property. Because of the conditions of that area they have been unable to sell the first piece even though it is gorgeous. We want to be cooperative and helpful to those who do come and decide to do work in those very difficult areas.

Mayor Valentine said that they have both 23 and 25 South Miller which were both basically burnt out shells. These are good people and they want to do this work. They have let us know that they are not going to walk away and they are trying their best.

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.: 90 - 2010

OF

APRIL 26, 2010

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH
PATHSTONE COMMUNITY IMPROVEMENT OF NEWBURGH, INC.,
IN COORDINATION WITH THE URBAN FARMERS LEAGUE, A
COMMUNITY GROUP, TO ALLOW USE OF CITY OWNED PROPERTY
LOCATED AT
59 CHAMBERS STREET TO PROVIDE AN URBAN FARM
FOR YOUTH OF THE CITY OF NEWBURGH**

WHEREAS, The Urban Farmers League working in coordination with PathStone Community Improvement of Newburgh, Inc. is a youth led organization designed to support environmental justice by creating a platform for youth to have equal participation in the future of the community; and

WHEREAS, the main goals in providing such urban farm are:

1. To create a community of youth leaders;
2. To provide environmental and nutritional education;
3. To beautify the community;
4. to produce organically grown nutritious food for low income families and individuals; and
5. To provide a safe space for youth to learn about their environment; and

WHEREAS, the City of Newburgh is the owner of real property located at 59 Chambers Street (Section 23, Block 6, Lot 7); and

WHEREAS, the Urban Farmers League, a Community Group, and the PathStone Community Improvement of Newburgh, Inc., in coordination with Orange County Land Trust, Orange in Arts and Trust Your Struggle Art Collective have requested use of 59 Chambers Street to provide an urban farm for youth of the City of Newburgh; and

WHEREAS, 59 Chambers Street, at the corner of First Street and Chambers Street, is proposed to be transformed into eight raised bed lots for

gardening which, throughout the season, the Urban Farmers League will hold workshops regarding herbology, culinary arts and design and will provide a thriving agricultural space for youth to learn;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with PathStone Community Improvement of Newburgh, Inc. in coordination with Urban Farmers League, a community group, to allow use of City owned property located at 59 Chambers Street, Section 23, Block 6, Lot 7) to provide an urban farm for youth of the City of Newburgh.

Councilwoman Bell said that this is outstanding and tremendous.

Mayor Valentine wished them well and said that they are all very excited about this project.

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

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

ADOPTED

LICENSE AGREEMENT

This Agreement, made this ____ day of _____, two thousand and ten, by and between the PATHSTONE COMMUNITY IMPROVEMENT OF NEWBURGH, INC. IN COORDINATION WITH URBAN FARMERS LEAGUE, with offices at _____ as "LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor and upon Licensee's adjoining property in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

59 Chambers Street - Section 23, Block 6, Lot 7, City of Newburgh, New York

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

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

First: Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 59 Chambers Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform gardening by youth and gardening improvements and workshops for youth on property owned by Licensor. No improvements other than raised planting beds may be erected on the premises.

Second: Licensee agrees to use and maintain said facilities in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby.

Third: Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Fourth: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million (\$1,000,000.00) Dollars.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the 2010 growing season, to be subject to renewal on mutual agreement of both parties for additional one (1) year terms each.

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

Eighth: Without limitation to the general provisions of this Agreement, it is understood and agreed that said facilities shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____

Richard F. Herbek, Acting City

Manager

**PATHSTONE COMMUNITY
IMPROVEMENT OF NEWBURGH,**

INC.

LICENSEE

By: _____

President

RESOLUTION NO.: 91 - 2010

OF

APRIL 26, 2010

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID
AND TO EXECUTE AN AGREEMENT FOR VENDOR SERVICES
WITH ECONOMY CLEANERS
TO PROVIDE UNIFORM CLEANING SERVICES
TO THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the City of Newburgh has duly advertised for bids for the Uniform Cleaning Services for the City of Newburgh Police Department; and

WHEREAS, the City of Newburgh Police Department has implemented a Quartermaster system for issuing police uniforms which requires that the uniforms be cleaned on a regular basis prior to issuance to police officers; and

WHEREAS, bids have been duly received and opened and Economy Cleaners is the low bidder; and

WHEREAS, the fees for items to be cleaned weekly are a flat rate price of \$8.80 for 2 pants and 2 shirts, and items to be cleaned on occasion are dress blouse \$3.75 each; winter jacket \$8.25 each; and vest cover \$2.75 each; and

WHEREAS, the quoted prices are fixed and guaranteed for the length of the contract for a term of one (1) year with no annual price index increases; and

WHEREAS, such contract is in the best interests of the Police Department and the citizens of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Uniform Cleaning Services be and it hereby is awarded to Economy Cleaners and that the City Manager is hereby authorized to enter into a contract for such work in the aforesaid amounts, funds to be had from budget line A.3120.0448.

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

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

ADOPTED

**RESOLUTION NO.: 92 - 2010
OF
APRIL 26, 2010**

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT FOR THE USE OF DELANO-HITCH STADIUM
BY THE NEWBURGH NUCLEARS**

WHEREAS, the Newburgh Nuclears wishes to enter into a license agreement with the City of Newburgh for the use of Delano-Hitch Stadium for the play of baseball games; and

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

WHEREAS, the City Council has examined such license agreement and determined it to be in the best interests of the City of Newburgh to enter into such license agreement.

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 and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh.

Councilwoman Angelo said that they are sponsored by the American Legion and there will be three American Legions involved. Each Legion will pay \$5,000 and they bring in people from all over the Country plus they do all of their own clean up. She asked who itemized the list.

Acting City Manager, Richard Herbek responded that the list was provided by the Newburgh Nuclears. This is a City owned stadium; it's a wonderful stadium and the City is very fortunate to have it here. They have taken an ownership interest in the Stadium and they contribute maintenance, materials and clean up as part of this license agreement. All in all he thinks it is in the City's best interest to approve the license agreement and continue this ongoing relationship with the Newburgh Nuclears.

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

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2010, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

THE NEWBURGH NUCLEARS, Three Marlene Court, Newburgh, New York 12550 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for the consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from May 1, 2010 to October 31, 2013.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a revocable license to use the municipal stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for play of baseball games by the Newburgh Nuclears for the period of time set forth above pursuant to a written schedule to be submitted to and approved in writing by the City Manager or his designee. The City shall provide field lighting, maintenance and locker space for players/participants in a location in the Delano-Hitch Recreation Park to be determined by the City. The City has sole authority to cancel or delay game(s) due to inclement weather.

B. The City shall further grant to the Licensee a non-exclusive right to operate concessions in a designated area of the stadium under the following terms and conditions:

1. The Licensee agrees to use and occupy the designated area for no other purposes than for the sale of hot and cold foods, non-alcoholic beverages, ice cream and ice cream products for public use. Prior to beginning use of the designated area, the Licensee shall obtain from the Orange County Department of Health, all permits and licenses necessary to sell food and beverages and provide the City with proof that such permits and licenses have been obtained. The Licensee shall, at his, her or its own cost and expense, furnish all labor, food and non-alcoholic beverage supplies.

2. Nothing herein contained shall prohibit City employees or the public from bringing food or non-alcoholic beverages into the diamond for personal consumption.

3. The Licensee shall not sell any product which is bottled or otherwise packaged in a glass container. Alcoholic and other intoxicating substances are prohibited in the stadium, parking lot and all other areas of Delano-Hitch Recreation Park.

4. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Concession at this diamond which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated by the County of Orange, State of New York including but not limited to the rules and regulation of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder.

5. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

6. In the event the designated area is destroyed by fire, flood, casualty, or any other circumstances, or reason or cause, then this agreement shall cease and terminate, but the Licensee shall pay to the City the fees earned by the City pursuant to this agreement up to the date of such termination.

7. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall provide the City Manager or his designee a written schedule of all games and other uses of the facility for the entire 2010 season and failure to do so may result in City canceling any or all such game(s). The Licensee shall provide the City with 48 hours notice to hold a rescheduled game. All games must start on time except for weather delay as determined by the City. No game may be schedule to start after 8:00 p.m.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the stadium as is required by their use thereof. Licensee shall, be responsible to perform all work necessary to restore the field at the Stadium to a playable condition for each subsequent game.

C. The Licensee shall have a representative with authority over all activities present at all games at all times. The Licensee shall provide for the collection of tickets for all games played by them during the period of this agreement. Licensee shall lock press box and set the alarm set after each use. Licensee shall use public address system in a professional manner and shall not permit music or speech which contains profanity, sexual connotations or racial slurs. Noise levels shall be kept at appropriate decibel levels so as not to disturb neighbors.

D. The Licensee shall, after each day of play, return the field and stadium to the City on that same day to a clean and playable condition free of all equipment, garbage and debris. Licensee shall clean up all garbage generated in the concession area and deposit in proper trash receptacle. The Licensee shall repair all damage incurred to the field and diamonds during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

E. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in games or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servant, employees or invitees during the period of this agreement.

F. Licensee agrees to meet with City officials no fewer than three (3) times during the term of this Agreement to review the work performed and to be performed by Licensee pursuant to its obligations under this Agreement; which in any event shall remain under the continuous supervision and subject to the final approval of City officials including but not limited to those of the Department of Public Works.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for the use of the stadium during the period of this agreement, \$5,000.00 (FIVE THOUSAND AND 00/100 DOLLARS). Payment of such fee shall be paid by the Licensee at least ten (10) business days before the first game played pursuant to the schedule of games submitted to and approved by the City Manager or his designee.

B. The Licensee shall pay to the City, as and for a fee for the use of the designated concession area during the period of this agreement, FIFTEEN (15%) PERCENT of the gross take for each season. Payment of such fee shall be paid each month by the Licensee within thirty (30) days of the conclusion of the last game for each season. The Licensee shall maintain books and records to account for the operation of the concession and shall make such books and records available for the City's review upon ten (10) days notice to review same.

C. The members of the Newburgh Nuclears shall perform maintenance of the field at Delano-Hitch Stadium and the grounds of the Delano-Hitch Recreation Park as described in Schedule "A" attached hereto and made part hereof, in coordination with the Department of Public Works.

ARTICLE 5: Insurance.

The Licensee shall not commence play nor operate concessions nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

B. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1.
 - (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or
 - (b) The Licensee fails to make prompt payment as required by this agreement; or
 - (c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or
 - (d) The Licensee is guilty of substantial violation of any provision of this agreement.
2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee for the City's convenience.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices.

Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Donald Becker, Licensee
The Newburgh Nuclears
3 Marlene Court
Newburgh, New York 12550
(845) 566-0929

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect

any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: _____
RICHARD F. HERBEK
Acting City Manager

THE NEWBURGH NUCLEARS

By: _____
DONALD R. BECKER

Approved as to form:

BERNIS E. NELSON
Corporation Counsel

CHRISTINE MITCHELL
City Comptroller

SCHEDULE "A"

The Newburgh Nuclears shall perform maintenance in the Delano-Hitch Stadium and provide supplies as follows:

1. Complete Stadium preparation and closure for all games scheduled by the Newburgh Nuclears.
2. Seasonal Maintenance and Material:
 - Soil and turf maintenance
 - Drying agents
 - Line marking material
 - Windscreen setup
 - Cage setup
 - General stadium setup and cleaning, including but not limited to painting, edging, dugout preparation and general cleaning
 - Grass fertilizer and re-seeding
 - Concession cleaning and preparation
 - Pitcher's mound and bullpen maintenance
3. Game preparation, maintenance and clean-up:
 - Line, mark and prepare field for every game
 - Rake, drag and close down stadium field after every game
 - Cover pitcher's mound and plate daily
 - Clean stadium of large debris after every game and sweep stadium weekly
 - Empty trash receptacles and remove trash bags to area designated by City for collection
 - Water infield after every game

The City shall provide overall supervision of maintenance and access to Toro tractor for conditioning the infield.

RESOLUTION NO.: 93 - 2010

OF

APRIL 26, 2010

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT FOR THE USE OF THE STADIUM
AND THE BASEBALL FIELDS LOCATED AT DELANO-HITCH
RECREATION PARK
BY THE CITY OF NEWBURGH LITTLE LEAGUE**

WHEREAS, the City of Newburgh Little League wishes to enter into a license agreement with the City of Newburgh for the use of the stadium and baseball fields located at Delano-Hitch Recreation Park for the play of baseball games; and

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

WHEREAS, the City Council has examined such license agreement and determined it to be in the best interests of the City of Newburgh to enter into such license agreement.

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 and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh.

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

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

ADOPTED

AGREEMENT

THIS AGREEMENT, entered into this ____ day of April, 2010, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and the

CITY OF NEWBURGH LITTLE LEAGUE, having an address of P.O. Box 2618, Newburgh, New York 12550, hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for the consideration hereinafter named, agree as follows:

ARTICLE 1: Obligation of the City.

A. The City shall grant to the Licensee a revocable license to use baseball diamonds, numbered 1, 2, 3 and 4, and the Delano-Hitch Stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for play of baseball games by the City of Newburgh Little League for the period of time set forth below. The City shall provide field lighting and maintenance for these designated diamonds in Delano-Hitch Recreation Park. These services shall be provided for games played Monday through Saturday from April , 2010 to July 31, 2010, pursuant to a schedule to be submitted to and approved in writing by the City Manager or his designee.

B. The City shall further grant to the Licensee the right to operate concessions in a designated area of this diamond under the following terms and conditions:

1. The Licensee agrees to use and occupy the designated area for no other purposes than for the sale of hot and cold foods, non-alcoholic beverages, ice cream and ice cream products for public use. Prior to beginning use of the designated area, the Licensee shall obtain from the Orange County Department of Health, all permits and licenses necessary to sell food and beverages and provide the City with proof that such permits and licenses have been obtained. The Licensee shall, at his, her or its own cost and expense, furnish all labor, food and non-alcoholic beverage supplies.

2. Nothing herein contained shall prohibit City employees or the public from bringing food or non-alcoholic beverages into the diamond for personal consumption.

3. The Licensee shall not sell any product which is bottled or otherwise packaged in a glass container.

4. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Concession at this diamond

which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated by the County of Orange, State of New York including but not limited to the rules and regulation of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder.

5. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

6. In the event the designated area is destroyed by fire, flood, casualty, or any other circumstances, or reason or cause, then this agreement shall cease and terminate, but the Licensee shall pay to the City the fees earned by the City pursuant to this agreement up to the date of such termination.

7. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this agreement or the carelessness, negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

ARTICLE 2: Obligation of Licensee.

A. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the field as is required by their use thereof.

B. The Licensee shall return the fields and stadium to the City in a clean condition free of all equipment, garbage and debris. The Licensee shall repair all damage incurred to the field and diamonds during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

ARTICLE 3: Payment.

A. The Licensee shall pay to the City \$1.00 (ONE DOLLAR) and two (2) work parties, one at the beginning of the season and one at the end of the season.

ARTICLE 4: Insurance.

Licensee shall not commence use of the facilities under this agreement until it has obtained all insurance required under this article and such insurance has been approved by the City.

A. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$500,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

B. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and

B. That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 6: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder, and shall remain solely responsible for ensuring compliance with all terms and conditions therein.

ARTICLE 7: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or
 - (b) The Licensee fails to make prompt payment as required by this agreement; or
 - (c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or
 - (d) The Licensee is guilty of substantial violation of any provision of this agreement.
2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by seven (7) days notice to the Licensee, terminate the agreement with the Licensee.

ARTICLE 8: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the service to be granted hereunder and/or to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances, whether or not the Licensee, its agents or employees have been negligent. The Licensee shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort or kind. The Licensee shall assume all responsibility for risks or casualties of every description, for loss, death or injury to persons or property arising out of the nature of the performance, other than those wholly caused by Acts of God or conditions pre-existing this license. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance.

ARTICLE 9: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 10: No Assignment.

In accordance with the provisions of Section 109 of the General Municipal Law, the Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 11: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 12: Term.

This agreement shall commence on April _____, 2010 and shall expire on _____, 2010.

ARTICLE 13: Notices.

Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: City of Newburgh Little League

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

APPROVED AS TO FORM:

BERNIS E. NELSON
Corporation Counsel

CHRISTINE MITCHELL
City Comptroller

THE CITY OF NEWBURGH

By: _____
RICHARD F. HERBEK
Acting City Manager

CITY OF NEWBURGH LITTLE LEAGUE

By: _____

LOCAL LAW NO.: 4 -2010

OF

APRIL 26, 2010

A LOCAL LAW AMENDING ARTICLE IX OF THE CITY CHARTER
ENTITLED "DEPARTMENT OF PUBLIC WORKS" SECTION C9.30, "DUTY
OF ABUTTING OWNER TO REPAIR AND MAINTAIN SIDEWALK AND
FOR REMOVAL OF SNOW AND ICE"
WITHIN 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 amending Article IX of the City Charter entitled "Department of Public Works" Section C9.30, "Duty of abutting owner to repair and maintain sidewalk and for removal of snow and ice" within the Code of the City of Newburgh.

SECTION 2 - AMENDMENT

Article IX, Section C9.30, "Duty of abutting owner to repair and maintain sidewalk and for removal of snow and ice" shall be amended to read as follows:

§ C9.30. Duty of abutting owner to repair and maintain sidewalks and curbs and for removal of snow and ice; transfer of liability to abutting owner.

It shall be the duty of the owner [or occupant] of property abutting a street, highway, travelled road, public lane, alley or space to make, maintain and repair the sidewalks and curbs adjoining his or her land and keep such sidewalks, curbs and the adjoining gutters free and clear of snow and ice and other obstructions. Such owner [or occupant shall and each of them] shall be liable [for] to any persons injur[y]ed [or] and property damage by reason of commission, failure or negligence to make, maintain and repair such sidewalks and curbs and to keep such sidewalks, curbs, and adjoining gutters free and clear of snow and ice and other obstructions, and the City of Newburgh shall not be liable.

SECTION 3 - 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 4 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Underlining denotes additions

[Brackets] denote deletions

Councilman Dillard said that after reviewing this he is very uncomfortable with it because homeowners did not cause all of this damage. This change would be difficult for our homeowners. We should compromise and work with the owners to get these sidewalks repaired.

Mayor Valentine said that we are not changing the responsibility of the homeowner. The only thing that is being added is "and curbs and transferring liability to the owner".

Bernis Nelson, Corporation Counsel explained that we have already transferred liability. All that this language will do is clarify it because we are sued from time to time for injuries on sidewalks. We have already used this section in our defense and have successfully won lawsuits that have been dropped because of this language.

Councilman Dillard asked if there are any funds available for homeowners that want to repair their sidewalks.

Mayor Valentine said that in the past funds have been set aside through CDBG to do sidewalk repair. He is not sure if there is one right now. He wants it to be understood that even if this is adopted, it is already in the ordinance that property owners are responsible for their sidewalks.

Acting City Manager, Richard Herbek said that he believes there are provisions within New York State that would allow a municipality to participate in improvement programs. A municipality could establish a fund to do that but it would have to be applied for through a grant or you could put

money in the Budget and raise the property tax rate to do that but at the same time you would put together a program to help with the sidewalks.

Councilman Dillard said that he thinks we would do it through CDBG.

Mayor Valentine said that through CDBG it would be only for certain census tracts.

Councilwoman Bell said that Ms. Lilliam Harris always says, "Why should I be responsible as a homeowner for fixing the sidewalk that the City of Newburgh tree has torn up"? She understands legally that we are trying to absolve ourselves as a City of any responsibility for liability for accidents that happen but she doesn't see how ethically we can do that without having some kind of mechanism in place to help people do this. She doesn't like this at all and she can't support it.

Councilwoman Bello said that the people are already responsible for the sidewalks and now we are going to make them responsible for the repair of the curbs also? Is the curb part of the road?

Bernis Nelson, Corporation Counsel said that in the State of New York the curb is part of the sidewalk and there have even been some cases that claim that the trees are part of the sidewalk. It is a very controversial issue.

Mayor Valentine asked Corporation Counsel if this doesn't pass tonight then it doesn't really change the responsibility of a homeowner it merely changes the enforcement or the clarity?

Bernis Nelson, Corporation Counsel said that it clarifies it in the case of a lawsuit because the responsibility is still there.

Councilwoman Angelo moved and Councilwoman Bello seconded that the local law be enacted.

Ayes - Councilwoman Angelo, Mayor Valentine - 2

Nays - Councilwoman Bell, Councilwoman Bello, Councilman Dillard-3
DEFEATED

(**Being that Local Law #4-2010 was defeated, Local Law #5 now becomes Local Law #4)

LOCAL LAW NO.: 4 - 2010

OF

APRIL 26, 2010

**A LOCAL LAW AMENDING FEES SET FORTH IN SECTION 163-8
ENTITLED "PARKS AND RECREATION ACTIVITIES" 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 Amending Fees as Set Forth in Section 163-8 entitled 'Parks and Recreation Activities' of the Code of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

The City Council finds that the costs of providing recreational facilities, services and programs has increased significantly and that it has become necessary to increase the fees for the use of such recreational facilities, services and programs in order to promote proper governmental administration. Accordingly, the City Council finds it is in the best interests of the City of Newburgh to amend Section 163-8 for this purpose. This local law is enacted under the authority granted to municipalities under the Municipal Home Rule Law of the State of New York.

SECTION 3 - AMENDMENT

Section 163-8 entitled "Parks and Recreation Activities" of the Code of the City of Newburgh is hereby amended to read as follows:

§ 163-8. Parks and recreation activities.

The various park and recreation fees shall be as follows:

A. (Reserved)

- B. Swimming pool; operated in two-hour sessions.
- (1) Children 5 and under [18]: free.
 - (2) [Adults 18 and over: \$1 per session or \$10 for season pass.]
Children 6 to 17 Season Pass:
 - (a) City resident: \$15.00.
 - (b) Non-City resident: \$40.00.
 - (3) Adults 18 and over:
 - (a) City resident: \$40.00.
 - (b) Non-City resident: \$80.00.
 - (4) Summer Camp Programs: \$2.00 per child per day.
- C. Fishing in City reservoirs.
- (1) Daily permit with use of City-owned boats, one person:
 - (a) City resident: \$6 per day.
 - (b) Non-City resident: \$10 per day.
 - (2) Extra passengers:
 - (a) Two City residents in a boat: \$10 per day.
 - (b) Two non-City residents in a boat: \$18 per day.
 - (c) Three City residents in a boat: \$14 per day.
 - (d) Three non-City residents in a boat: \$26 per day.
 - (3) Senior citizens (persons 60 years of age and older):
 - (a) City residents: free on Monday.
 - (b) Non-City residents: half price on Mondays.
- D. Assemblies in public places.
- (1) Application fee for permit: \$50.
- E. Docking at Newburgh Landing.
- (1) One-time permit.
 - (a) Permit for recreational vessels over 40 feet in length (by length of boat): \$1 per foot.
 - (b) Permit for all commercial vessels (by length of boat): \$1 per foot.

- (2) Monthly or annual permit.
 - (a) Vessels with a capacity of fewer than 100 persons: \$125 per week.
 - (b) Vessels with a capacity of 100 or more persons: \$200 per week.

F. Fishing from shore of Frank Masterson Recreation Area (Lockwood's Basin).

- (1) Season use fee:
 - (a) City resident: \$25 per season.
 - (b) Non-City resident: \$50 per season.
 - (c) Organization group rate: \$2 per person per day.
- (2) City residents who are senior citizens (persons 60 years of age and older) or disabled persons: free.
- (3) Veterans, whether City residents or nonresidents, who are senior citizens (persons 60 years of age and older) or disabled: free.
- (4) Daily use fee:
 - (a) City resident: \$6 per day.
 - (b) Non-City resident: \$10 per day.

G. Launching a boat or launching jet skis at Newburgh Boat Launch.

- (1) All users: \$8 per day per boat.

H. Delano-Hitch Recreation Park.

- (1) Softball diamonds:
 - (a) Per game: \$200.
 - (b) League fee: \$225 per team.
 - (c) All games played by the City of Newburgh Little League Baseball Program shall be approved pursuant to a separate license agreement between the Program and the City Manager.
- (2) Soccer field:
 - (a) City of Newburgh-based youth teams: \$50 per day game; \$75 per night game.
 - (b) Non-City youth teams: \$200 per day game; \$350 per night

game.

(c) City of Newburgh-based adult teams: \$125 per day game; \$175 per night game.

(d) Non-City adult teams: \$300 per day game; \$350 per night game.

(e) Adult league: \$800 per team.

(3) Football field:

(a) Non-City youth teams: \$175 per day game; \$200 per night game.

(b) City of Newburgh-based adult teams: \$250 per day game; \$350 per night game.

(c) Non-City adult teams: \$450 per day game; \$550 per night game.

(d) All games played by the City of Newburgh Pop Warner Football Program shall be approved pursuant to a separate license agreement between the Program and the City Manager.

(4) Basketball courts:

(a) Tournaments: \$200 per day.

(b) Leagues:

[1] City-based leagues: \$125 per team.

[2] Non-City-based leagues: \$175 per team.

(c) Use of area for nonbasketball event: \$250 per day.

(5) Use of multipurpose activity center building: See Chapter 220, Article II.

(6) Use of Delano-Hitch Stadium: See Chapter 220, Article IX.

(7) Tennis: no fee.

(8) Use of parking lot for nonsporting event: \$250.

I. Summer programs.

(1) Summer [playground program] camp for ages six years to [11] 13 years old:

(a) Residents: \$[60] 100 per two-week session.

(b) Nonresidents: \$[100] 200 per two-week session.

- [(2) Summer teen program for ages 12 years to 14 years old:
 - (a) Residents: \$60 per two-week session.
 - (b) Nonresidents: \$100 per two-week session.]

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 shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

[Brackets] denote deletions
Underlining denotes additions

Councilwoman Bell said that at the Work Session she had asked if anyone felt that these fees might be unjustified. She understands that this is a crucial time period and that we need to generate revenue but she also feels that we have not done our job in terms of providing adequate recreation for our kids. With that in mind, to then have these fees for City of Newburgh residents, she doesn't see how it is right. The fees for non-city residents are alright but how can we charge our kids when they have nothing already?

Councilwoman Bello said that she felt that the fees for the pool were quite reasonable considering the cost for the chemicals and the lifeguards.

Councilwoman Bell is less concerned about the pool fees as she was with the \$75.00 fee to use the fields. She is very uncomfortable about that. She heard that there is a basketball league that said they pay \$75.00 every time they use the field which is a lot of money and they are a City league.

Mayor Valentine noted that the fee for the fields is not changing.

Councilwoman Bell said that they need to change. We have no business charging our kids to use recreational facilities when we have given them nothing. If the fee was there before, remove it for City of Newburgh residents especially the kids.

Councilwoman Angelo said that we haven't been charging for the pool for many years.

Councilwoman Bell said that she isn't upset about the pool. If we found out that it costs us \$40,000.00 for chemicals, then people don't mind putting in their fair share.

Mayor Valentine said that the swimming pool costs for 2009 was \$129,429.00.

Councilwoman Bell said that she doesn't think that the \$10.00 season pass we are charging would be called excessive. She is looking at the piece about the basketball.

Mayor Valentine said that these are city based leagues that are not necessarily kids. These are leagues that charge their members and they want to play on these courts. They raise the money to do this. Again, these rates are not changing. The only changes we are making are the fees to the pool where a pass will have to be obtained from the Recreation Department.

Councilwoman Bell asked where are these kids supposed to get the money to play on these fields? We should have a fully operational recreation center or centers with the number of kids that we have here.

Mayor Valentine said that it takes funding to maintain the fields.

Councilwoman Bell said that we should make it up somewhere else.

Councilman Dillard noted that we are ten million dollars in the hole. We are talking about saving the City and there will have to be sacrifices. Everything that we once had we can not continue. We can't continue to eat off the hog when we are ten million dollars in the hole.

Councilwoman Bell said that we can't worry about eating off the hog when our kids are starving for things to do.

Mayor Valentine said that the fees that are being charged for basketball are already in effect and they pay every year to use the courts. The soccer field is a very high maintenance field that gets used constantly. If you don't charge, then at some particular point George Garrison is going to say that he doesn't have any money. Either the field will have to be closed and not used at all or the field will be in such disrepair that someone will fall and hurt themselves.

Councilwoman Bell said that it is our responsibility to take the money from someplace else.

Mayor Valentine said that we are running out of someplace else's. We can't have it both ways. He said to remember that we are setting a precedent tonight. If you don't want to charge a fee for these services then the field will either be closed or when it comes to Budget time something else will have to be sacrificed.

Councilwoman Bell said that the other night she was talking about certain places in Africa where when adults meet they ask, "How are the children" and the answer that one gives tell how the whole culture and society is doing. If we ask the question, "How are the children", we are not going to get a positive answer. She really believes that we have to take more responsibility in providing for our youth because we are not doing a good job and we never have. We are not user friendly for kids and we can't neglect that.

Councilwoman Angelo moved and Councilwoman Bello seconded that the local law be enacted.

Ayes - Councilwoman Angelo, Councilwoman Bello, Councilman Dillard, Mayor Valentine - 4

Nays - Councilwoman Bell - 1

ENACTED

RESOLUTION NO.: 94 - 2010

OF

APRIL 26, 2010

**A RESOLUTION DECLARING THE MONTH OF MAY 2010
TO BE "COMMUNITY PRIDE MONTH" IN THE CITY OF NEWBURGH**

WHEREAS, the history of the City of Newburgh predates the founding of the United States; and

WHEREAS, from the time of the Revolutionary War, the City of Newburgh has played an important role in the politics and commerce of the nation; and

WHEREAS, from the Hudson River style of painting to the architectural insights of Andrew Jackson Downing, the City of Newburgh has been an integral part of the cultural life of the nation; and

WHEREAS, the citizens of the City of Newburgh are and should be justly proud of their City and its heritage; and

WHEREAS, the citizens of the City of Newburgh have always worked to preserve and protect the natural and man-made beauty of their City; and

WHEREAS, the City Council of the City of Newburgh has instituted numerous projects in the last year to restore and preserve the City's beauty and resources; and

WHEREAS, the City Council of the City of Newburgh, in this, the beginning of Spring, 2010, wishes to encourage the citizens to show their pride in their City by helping the City government in such restoration and preservation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the month of May, 2010, is hereby declared to be "Community Pride Month", and that all citizens of the City of Newburgh are encouraged to show their pride in their City by participating, in that month, in an effort to clean the City of Newburgh and restore it to its former beauty by cleaning and repairing all properties which they own or in which they reside and joining together in a united effort for the restoration of the City.

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.: 95 - 2010

OF

APRIL 26, 2010

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT CERTAIN POLICE GRANTS AND AMENDING THE 2010
BUDGET OF THE CITY OF NEWBURGH TO PROPERLY BUDGET
THEREFOR**

WHEREAS, this Council wishes to accept those Police grants enumerated on Exhibit A attached hereto ("Police Grants"), and to amend the 2010 Budget of the City to properly budget therefore, now, therefore

BE IT RESOLVED, that the City Council of the City of Newburgh hereby accepts the Police Grants, and

BE IT FURTHER RESOLVED, that Resolution 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended to reflect the Revenues and Expenditures set forth for each of the Police Grants, respectively, and

BE IT FURTHER RESOLVED, that since the Police Grants are reimbursable grants which requires the City to first expend monies to obtain reimbursement, Resolution 185-2009, the 2010 Budget of the City of Newburgh, is hereby further amended as follows:

General Fund transfer out A9901		\$300,000.00
General Fund Cash	A200	\$300,000.00
Grant Fund cash	CG 200	\$300,000.00
Grant Fund Transfer in	CG5031	\$300,000.00

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

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

ADOPTED

06.10

"SCHEDULE A"

POLICE GRANTS PROJECT CODES 3000-3999 RANGE

Personnel 3000-3299
 Equipment 3300-3499
 Combination 3500-3599
 Other 3600-3699
 Open 3700-3999

US Department of Justice
 Bureau of Justice Assistance
 Through Fund for NYC
 Center for Court Innovation
 Project Safe Neighborhoods
 CFDA#16.609
 City Project # 3000
 2009-GP-BX-0072
 10/1/09-9/30/11

Expenditures	Revenues	FUND	DEPT	ITEM	PROJ	LOCATION
	7,072	CG	3120	130	3000	2009
	542	CG	3120	830	3000	2009
		CG	3120	4321	3000	2009
		CG	3120	5031	3000	2009
TOTAL	7,614					

Buckle up NY (BUNY)
 Federal Fund through NYSGTSC
 City Project #3001
 CFDA#20.604
 award #00115-036
 10/1/09-9/30/10

	6,785	CG	3120	130	3001	2009
	520	CG	3120	830	3001	2009
		CG	3120	4389	3001	2009
		CG	3120	5031	3001	2009
TOTAL	7,305					

STEP Selective Traffic Enforcement Program
 Federal Funds through NYSGTSC
 City Project #3002
 CFDA# 20.600
 Contract # STEP-2010-NCPD-00303-(036)
 10/1/09-9/30/10

	12,390	CG	3120	130	3002	2009
	948	CG	3120	830	3002	2009
		CG	3120	4391	3002	2009

General Fund Contribution		948	CG	3120	5031	3002	2009
TOTAL	<u>13,338</u>	<u>13,338</u>					

**Catholic Charities Drug Free Communities
Federal Grant HHS SAMSHA 9 Substance
Abuse and Mental Health Administration
CFDA#?**

City Project #3003							
9/30/09-9/29/10							
Overtime	15,000		CG	3120	130	3003	2009
Social Security for overtime			CG	3120	830	3003	2009
HHS Drug Free Communities	1,148	15,000	CG	3120	4399	3003	2009
General Fund Contribution		1,148	CG	3120	5031	3003	2009
TOTAL	<u>16,148</u>	<u>16,148</u>					

**Edward Byrne Justice-Stimulus Funding
Assistance Grant**

CFDA #16,804							
City Project # 3300							
JAG#2009-SB-B9-0660							
7/1/09 to 6/30/13							
Purchase Vehicles	74,212.00		CG	3120	202	3300	2009
Cameras	34,060.00		CG	3120	210	3300	2009
Live Scan Upgrade	3,200.00		CG	3120	220	3300	2009
Vehicle Rentals	21,750.00		CG	3120	444	3300	2009
ARRA funding		127,500	CG	3120	4285	3300	2009
CDBG		5,722	CG	3120	5031	3300	2009
TOTAL	<u>133,222</u>	<u>133,222</u>					

**Evidence Management System
Legislative Grant Award**

Skartados Funds							
City Project #3301							
NYSDCJS#LG0909247							
Project ID # LG09-1053-500							
10/1/09-9/30/10							
Evidence Management Software	10,500		CG	3120	220	3301	2009
NYSDCJS		10,500	CG	3120	3391	3301	2009
TOTAL	<u>10,500</u>	<u>10,500</u>					

Edward Byrne Justice
 Assistance Grant
 Through NYSDOCJS
 CFDA#?
 City Project # 3500
 BJ 09632148
 10/1/09-9/30/10

Overtime/Proactive Interdiction Team (2)	14,000	CG	3120	130	3500	2009
Tables	1,500	CG	3120	201	3500	2009
Transmitters	3,890	CG	3120	204	3500	2009
Upgrades/renovations for Community Police Office	4,000	CG	3120	208	3500	2009
Laptop	1,500	CG	3120	220	3500	2009
Computer/Technology Supplies	2,000	CG	3120	413	3500	2009
Aircards	13,110	CG	3120	446	3500	2009
Social Security for overtime	1,071	CG	3120	830	3500	2009
BYRNE JAG GRANT		CG	3120	4320	3500	2009
General Fund Contribution		CG	3120	1071	3500	2009
TOTAL	41,071			5031	3500	2009

Byrne JAG
 Through OC Dept. of Emergency Services
 City Project #3501
 CFDA#16.738
 Award# 2009-DJ-BX-0931
 7/1/09-6/30/2013

Overtime	10,000.00	CG	3120	130	3501	2009
Dry Erase Boards (2) for Community Police Room	600.00	CG	3120	201	3501	2009
30 chairs for Community Police Training Room	1,200.00	CG	3120	201	3501	2009
Color Printer and supplies	3,000.00	CG	3120	201	3501	2009
Lights & sirens for new vehicles	4,000.00	CG	3120	202	3501	2009
Training	2,200.00	CG	3120	463	3501	2009
Crime Analysis	10,000.00	CG	3120	485	3501	2009
Social Security for overtime	765.00	CG	3120	830	3501	2009
Byrne JAG		CG	3120	31,000.00	3501	2009
General Fund Contribution		CG	3120	765.00	3501	2009
TOTAL	31,765			5031	3501	2009

RESOLUTION NO.: 96 - 2010

OF

APRIL 26, 2010

RESOLUTION AUTHORIZING THE CITY MANAGER AND CORPORATION COUNSEL TO SERVE A NON PAYMENT NOTICE TO QUIT AND TO BRING A SUMMARY PROCEEDING TO EVICT THE NEWBURGH COMMUNITY ACTION COMMITTEE FROM 123 GRAND STREET FOR NONPAYMENT OF RENT

WHEREAS, the Newburgh Community Action Committee (“NCAC”) executed a Lease for rental of approximately 5,400 square feet of Third Floor Office Space and Storage Space in the City-owned building located at 123 Grand Street in the City of Newburgh (the “Premises”) for the term of September 1, 2004 through May 31, 2014 (the “Lease”); and

WHEREAS, the current monthly rent is \$3,556.55; and

WHEREAS, Rent, including late charges is currently due under the Lease in the amount of \$148,701.30, as set forth on Exhibit A attached hereto,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York hereby authorizes the City Manager and Corporation Counsel to serve a Ten (10) Day Non Payment Notice to Quit and to bring a Summary proceeding to evict NCAC from The Premises.

Councilman Dillard said that because of his connections with the NCAC Board, he will abstain from voting.

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

Ayes - Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Mayor Valentine - 4

Abstain - Councilman Dillard - 1

ADOPTED

RESOLUTION NO.: 97 - 2010

OF

APRIL 26, 2010

A RESOLUTION DIRECTING THE CITY MANAGER TO TERMINATE AN INTER-MUNICIPAL TWENTY YEAR RENEWABLE WATER SUPPLY AGREEMENT AND AN INTER-MUNICIPAL EMERGENCY WATER SUPPLY AGREEMENT BETWEEN THE CITY OF NEWBURGH AND THE TOWN OF NEW WINDSOR ON SIX MONTHS NOTICE AND TO NEGOTIATE NEW WATER SUPPLY AGREEMENTS WITH THE TOWN OF NEW WINDSOR

WHEREAS, on September 26, 2006 and August 27, 2007, the City of Newburgh and the Town of New Windsor entered into an Inter-municipal Emergency Water Supply Agreement and an Inter-municipal 20 Year Renewable Water Supply Agreement, (collectively the "Agreements") pursuant to Resolutions No. 171-2006 and 164-2007, respectively; and

WHEREAS, this Council has determined that the financial terms and conditions of the Agreements are not in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby directed to terminate the Agreements on Six (6) months notice and to negotiate new water supply agreements with the Town of New Windsor.

Councilwoman Bell said that there was an article in the Sentinel about how the Town of New Windsor was disgusted by the quality of the water they received from Brown's Pond. How is that related to this?

Acting City Manager, Richard Herbek said that the agreement provides for their purchase of water from Brown's Pond. They didn't have any other place to go to get water. We feel that we need a better plan so we have been negotiating with the Town of New Windsor for a better deal.

Councilwoman Bell said that legally complete discussion is not possible but she knows that Brown's Pond has been compromised.

Mayor Valentine noted that the water that they are getting is not treated and he agreed that Brown's Pond has been compromised but not by the City.

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.: 98 - 2010

OF

APRIL 26, 2010

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
GOVERNMENT EMPLOYEES INSURANCE COMPANY
AS SUBROGEE OF KIMBERLY ROSSCUP AGAINST THE CITY OF
NEWBURGH IN THE AMOUNT OF TEN THOUSAND SEVEN HUNDRED
FIFTY EIGHT DOLLARS AND SIXTY TWO CENTS**

WHEREAS, Government Employees Insurance Company ("GEICO") as subrogee of Kimberly Rosscup brought an action against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the settlement in the amount of Ten Thousand Seven Hundred Fifty Eight and 62/100 Dollars (\$10,758.62) in exchange for a release to resolve all claims among them; 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 attorneys are hereby authorized to settle the claim of Government Employees Insurance Company as Subrogee of Kimberly Rosscup in the total amount of Ten Thousand Seven Hundred Fifty Eight and 62/100 Dollars (\$10,758.62), 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.: 99 - 2010

OF

APRIL 26, 2010

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT LETTERS PATENT AND TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION WITH THE TRANSFER AND CONVEYANCE OF STATE LAND KNOWN AS THE NEW YORK STATE ARMORY, 321 SOUTH WILLIAM STREET F/K/A 321-393 SOUTH WILLIAM, LOCATED IN THE CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK

WHEREAS, this Council, by Resolution No.: 16-2010 of January 11, 2010, authorized the City Manager to apply to the State of New York Office of General Services for transfer and conveyance of State land known as the New York State Armory located at 321 South William Street in the City of Newburgh; and

WHEREAS, after due deliberation, this Council has determined that moving forward with such conveyance and acceptance of land from the State of New York is in the best interests of the City of Newburgh and its future development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept letters patent and to execute any and all documents in connection with the transfer and conveyance of State land known as the New York State Armory, 321 South William Street f/k/a 321-393 South William, located in the City of Newburgh, Orange County, New York.

Councilwoman Bell asked if someone could let people know what our plan is.

Mayor Valentine said that in accepting this we are basically telling the State that we agree to the purchase of the Armory site for \$1.00. A lot can be done to it. At a presentation last Thursday from our City Planner and the firm the City hired, the consensus seems to be right now that we would do development on that property in three phases. Obviously we do not have a lot of funds to start getting in there and doing projects and reconstruction but in the three phase proposal the first phase is the easiest. It has to do with being able to use it for recreation. The field could be used for soccer or a play field. There is a covered area that looks like a huge soccer stadium that is in very good shape and could probably be used with minimal amount of work by the City and with minimal amount of disruption of existing structure. There is a

cost for maintenance of approximately \$50,000.00 per year and there has been a tremendous amount of interest by outside agencies and groups to use this building for weekend events and shows. With a minimum amount of work we can step into phase one.

Councilwoman Bell said not to forget the basketball gymnasium that is already there.

Mayor Valentine responded that there is a gymnasium already there that has a regulation basketball court that is ready to go. In the second phase, there might be some consolidation of services within the City of Newburgh that we could take advantage of. As an example, we could possibly move the Codes Department to the Armory site and then lease or sell 123 Grand Street but this does not all have to be decided right now. The third phase would be job creation with energy efficient green jobs. There are limitations from the State where more than 50% of the use of the property must be for either recreation or municipal services where the City of Newburgh residents will benefit. With the other 49% we can try to create green technology jobs that could fund themselves. We can't do this all right away but all in all the advantages far outweigh the disadvantages. If we don't take this building, then it is up to the State of New York to do what ever they want with it. They could sell it to someone private and then we would have no say as to how it is used. Even in these very tough economic times we have to look at the fact that this could be not only a provider of wonderful services to our youth and recreation but it could be an economic engine of its own over some time and he doesn't think that anyone on the Council would want to see that opportunity lost. By us doing the due diligence that we did in hiring an outside consultant to do the work and to find out what is in there and what the possible problems are they all agreed that the advantages far outweigh the disadvantages.

Councilwoman Angelo asked if we are sure we are getting it?

Acting City Manager, Richard Herbek said that the State agencies have first crack at it and then it is offered to the municipality. If the municipality is not interested, then it is put out for bid. This is a once in a lifetime opportunity and he wished to thank Ian McDougall for the work he did on this report. In the long term we can't just think about tomorrow; we have to think about ten or twenty years from now. We want to take advantage of the recreational opportunities that are there and the fields will allow us to expand on our field use. It also has the basketball courts which he can see being very well used. He agreed that the City has a long way to go in meeting its recreational needs. We also talked about the Hall area that could be very attractive space for trade shows and exhibits that could be rented out.

Mayor Valentine said to keep in mind that when it was the Armory that field was used for many different events in the City of Newburgh like the Greek Festival which stopped because the Armory was using it for military purposes. He noted that two communities that decided not to take advantage of an Armory was Rochester where it was eventually sold for one and a half million dollars to a private firm and Glens Falls where it was sold for two hundred and fifty thousand dollars. It is up to us to say no.

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

PUBLIC COMMENTS

Denise Ribble, Montgomery Street said that as stated by Rev. Williams of the NAACP the Confederate Flag as a hate symbol is not a joke. She was deeply offended that this was allowed to happen. Two-thirds of the people in this City are not well represented and she urged the City Council to take action immediately to bring up a more representative form of government as it has been discussed with Charter review. She called upon the City Council to have the City Manager and Corporation Counsel hold Central Hudson and their contractors accountable for this action. Central Hudson does not have a good reputation with the City and she feels that both the City and State should do an investigation of Central Hudson. At the Work Session there was a presentation done by our Police Chief and she had asked a few Council meetings ago when we would see the plan which she still doesn't see. She is concerned when she hears someone say that they are not aware of what resources are available from the Police Department as we should all be aware of what these resources are. There were questions brought out about how things are scheduled and overtime. She thinks it is important to follow up on these matters.

Timothy Hayzill, City of Newburgh said that the Confederate Flag that was flown shows him that no minorities were working in that area. We need the City to start pressing some of these companies to hire minorities. He keeps hearing about crime but crime and lack of jobs goes hand in hand.

Ray Rivera, Newburgh Boxing Club wished to acknowledge some kids from the community that fought in a tournament and have made it to the finals and are now on their way to the Regionals: Gary Stephen Acosta, Felix Davila & Jamie Estrada. If they win the Regionals, we go to the Nationals so they are also looking for help with funding to get these kids and the coaching staff to Lake Placid.

Mayor Valentine said that maybe now they could schedule that tournament that he wanted to schedule which could be great for him.

Councilwoman Bell said that she would like to make a donation and would like to know if any of the guys would like to say anything.

Gary Stephen Acosta commented that it's a good gym that keeps kids out of trouble.

Councilwoman Bell congratulated them all.

Charlotte Mountain, Dubois Street said that a lot of grant money has dried up but she knows that the City has been taking applications for the Rehabilitation Program since December so is that program moving forward or did we not get the funding?

Mayor Valentine said that it is still moving forward. That is part of the CDGB Budget and we didn't lose it. We actually received \$69,000.00 more than we expected from the CDBG program.

Charlotte Mountain continued that there is no recreation in the City to keep the youth engaged. She commends the Boxing Program and other organizations currently operating in the City but she thinks it is unfair to see the black and Hispanic kids and say let's give them more basketball. We need more things for these kids to do. Not every black kid wants to play basketball. We are multi-dimensional people with artistic abilities so some kids might want to play tennis or lacrosse or water polo. Stop looking at us, telling us that we are black and that we want to play basketball. Maybe that's what we are so angry about because we would like to be seen as people. Give us chance to find out who we are and what we are about.

Councilwoman Bell asked if we have any tennis courts in the City.

Mayor Valentine said that we have tennis courts located on South Street.

Councilwoman Bell asked why no fee was attached to the tennis courts?

Councilwoman Bello noted that the fees are associated with the Recreation Department and there are no longer tennis courts at the Recreation Department which is why no fees are associated. They were removed to create soccer fields.

Mayor Valentine noted that the tennis courts on South Street are part of the Colonial Terrace Neighborhood Group and is open to the public. George Frazier of Hoops Express has a tennis program in which he teaches young people to play tennis there and he also has golf training where he takes young inner-city kids golfing.

Michael Curry, 8 Grand Street said that if the State Code requires curb maintenance, your codes people will still be required to write code violations based on the State laws. There should still be \$68,000.00 in CDBG money from 2006 for Liberty Street from Clinton to Broad Street. The City Charter and State Law denote several different committees of unpaid volunteer members to work in conjunction with the city government. As a member of the recent

Charter Review Committee, IDA and Land Use Committee, he has studied city committees extensively. Some committees like the Waterfront Advisory and Zoning Board have members sworn to uphold State Law and their LWRP or zoning code and bulk tables respectively. The IDA members are sworn to State Law and to further their mission statement. The Land Use Committee answers to the Council and the Master Plan. He is not aware of any situation where volunteer committee members answer to City staff. Information collected by City staff or kept by City staff belongs to the governing body and the public. Certain former employees felt that they were able to control the flow of information to the IDA and felt that they could act on behalf of the IDA without consent or approval so the IDA found it necessary to file suit against those employees. After two years and three Administrative Directors he believes that the flow of information is not getting through to and from the members as it should be. Another issue is that the IDA has audit and governance subcommittees and upon investigation and advice of the IDA all members agree that proper public notice of those meetings is required.

Marietta Curry, 8 Grand Street said that she is a member of the Transportation, Traffic and Parking Committee and she read a press release from January 20, 2009 stating that the purpose of this committee is to advise the City Council on parking and transportation related matters as well as to guide and review the preparation of plans and programs related to parking, traffic and transportation. The committee will also develop and/or review the needs assessments, transportation planning and policies, studies and projects, as well as ensure that parking, traffic, and transportation goals develop in the 40 year Sustainable Master Plan are met. As an appointed sworn Officer of this committee, she and her colleagues were selected as trusted officers to issue recommendations to the Council in matters related to parking, traffic and transportation. To accomplish their task they need to work with different city departments which entail requesting information so that they may provide the Council with all of the pertinent information on the issues. Requests were made to several city departments and they were denied. To their surprise they were informed that any and all requests had to be reviewed by the City Manager. No where in the City Charter does it state information has to be approved by the City Manager nor does the committee answer to the City Manager nor does any city committee have to FOIL for information. She reminded the City Manager that they are appointed by the City Council. While city staff is knowledgeable she found it saddening there is a level of fear if they entrusted us with information requested. Those of us involved in committees do this not to hurt the City but to help move forward. The creation of these committees is to assist in creating solutions together. Currently there is an option to relieve taxpayers and possibly save future job cuts. It is estimated that there is three million dollars in outstanding parking fees and

she asked what the fear of the public knowing this is. If anything, the committee can assist in helping with the Budget deficit.

Barbara Smith, Powell Avenue said in regard to the Rebel Flag that was flying that perhaps we should be more observant on what is going on around us. This brings to mind 96 Broadway and how it was noted several times what was going on right in front of everyone and no attention was paid to it until private citizens were served with suits to go to court because of things said. If you pay attention to your city and you see things going on, then take the proper action fast. In regard to the outstanding parking tickets, her son took her vehicle to Boston over the holidays and she was notified by Boston that she had two outstanding tickets and they were either going to boot her car or stop her registration. There was a way she was able to call the parking authority there and pay those tickets over the phone so maybe we should look into a way to collect this outstanding money.

A City of Newburgh resident said that he lost his Nephew a year ago when he was stabbed in broad daylight. We are talking about saving our kids and building a center but our kids need a place where they can talk to somebody. They need a crisis center not a place to play. Our Churches need to come together and start listening to these kids. He is tired of hearing the same question over and over again - have they caught anybody yet?

James Marley, Poplar Street said in regard to the sidewalks that in 2000 they tried to get money for new sidewalks but all of the residents had to pay to repair them.

Gary Williams, Grand Street said in regard to the Route 9W construction that it is having an impact on the traffic. When making a left onto North Plank Road, the traffic light will change red but no one is coming from the other direction so this is causing traffic to back up under the highway. He thinks that some adjustments should be made to the traffic lights to keep the traffic moving smoothly.

Mayor Valentine said that they are working on a traffic pattern and they have tweaked some of the lights already. They have to do something on North Plank Road and Powell Avenue because that is backing up. They are working on a variety of plans as they see the traffic flow and it is going to be a difficult couple of years but in order to get this project done this is the only way to do it.

Jane Johnson, City of Newburgh said that over the past few months there was a question about a satisfaction of mortgage agreement from the NCDA.

Mayor Valentine said that it was taken care of at the NCDA meeting that they had. There were a couple satisfactions of mortgage taken care of.

Ms. Johnson said that when the Financial Advisory Board was created they determined who would serve and now that there are two members of the Council on it she is wondering if there was a resolution that changed the makeup of the Board.

Acting City Manager, Richard Herbek said that the City Council's representative is Councilman Dillard.

Ms. Johnson said that in other Work Sessions Mayor Valentine said that he was serving.

Acting City Manager, Richard Herbek said that we can't have three members of the Council attend those but we would like to keep the Council apprised on what the discussions are so we are planning on rotating Council members. This is not a decision making group and every member of the Council will be included.

Judy Kennedy, 162 Grand Street said in regard to community pride and the clean up that we need more trash cans. It is such a simple thing and this would encourage people to clean up. She said that she can feel Councilwoman Bell's pain about the children but at the same time she can feel the need about the Budget. She has never been in a city where you didn't have to pay a fee for the parks or swimming pool but those cities also had better paying taxpayers. The proportion of people that pay taxes here in the City of Newburgh is 36% so you have a lot of responsibility riding on a small number of taxpayers. There needs to be a lot more community involvement. She sees kids running around all hours of the night and no one is watching them. These are the kids who will go to the gangs because they will provide them with a need for significance, a place to belong and security.

Pastor Thomas said that the City should repair the sidewalks and then bill the homeowner so that they could pay a monthly fee. She asked people to stop referring to people that are not white as minorities because everyone is the majority. She feels that the Churches should be notified about meetings that are held in the City. There was a meeting last week that none of the Ministers attended.

Mayor Valentine noted that it was not our meeting. That meeting was held by the Times Herald Record.

Pastor Thomas said that since they are purchasing the Armory building for \$1.00 could they provide the faith based community with a building for \$1.00 so that they can help the youth in this City. She added that people talk about the Ministers and Churches not coming together and not being there for the community but they speak to everyone and teach people about transforming their minds and having a better life. We are visible and we are available and we speak to the kids all the time. This all starts in the home so parents have a responsibility also. She encouraged everyone to come to Church and continue to talk to the youth.

Verna Williams, Chamber Street said that they do not want the Basketball Tournament at Chamber Street and Gidney Avenue because it is too small. They should have it at the Recreation Park where there is more space and our properties won't be damaged. She asked who is responsible for the street lights the City or Central Hudson? She called Central Hudson about two months ago but the street is still dark.

George Garrison, DPW said that it normally takes seven to ten days but he is still waiting to have lights repaired on Marine Drive.

Ms. Jones, Chambers Street said that they were having a cleanup this past weekend but they were stopped because they were told that there needs to be insurance for volunteers. She is not sure what happened but if they could get some information on that it would be appreciated because they were trying to clean up.

Steve Ruelke, 98 Grand Street said that he heard a comment that the majority of people in the city are not taxpayers but he feels that the people who pay rent also pay taxes. He knows that the Council also wants to care for its employees and he has heard that there is a plan to outsource the traffic ticket collection. This may or may not be a good idea but part of this process has involved putting the word out by the consultant in the Comptroller's Office that has now left a woman who works in the Parking Violations Bureau collecting money with the understanding that she is going to be without a job. He thinks that they should not do things that way. They should develop a process and engage their employees in what is going on and if they are going to eliminate some of these jobs they should hear it in some other way than through a memo. He commended Councilwoman Bell for saying that we need to do something for the people living in poverty who can't pay for recreation. There are a number of studies that have been done that connect social investing like recreation centers and economic investments to reduction in crime. In some ways you have to spend money to make money so invest in the social well being of this community and then economic development might pay dividends in the future.

Deputy Police Chief, Michael Ferrara noted that the Police Department is always available for complaints. He understands how frustrating things can be but he would be happy to explain how they do things. They do the best job they possibly can and they will continue to do so. If there is anything he can do or if anyone has a complaint or a question, he is always available.

Mayor Valentine noted that the complaint process we have right now is very effective.

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

COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that they had a wonderful weekend with the ship *The Bounty* at the waterfront. There were at least 20,000 people that came to see the boat. There was also an Auction at the Train Station and the Newburgh Acting Theatre presented Cabaret on Broadway which was wonderful. The City of Newburgh is doing a scouting search for anyone interested in joining. She wished to say farewell to William Kavanaugh who was one of the most dedicated and devoted employees of the City of Newburgh. He served as Corporation Counsel for the City of Newburgh from March 1970 until November 1985 when he retired. He touched the lives of many people with his kindness and wisdom and if she discussed a problem with him about the City he always said, "Don't worry it will always work out" and it always did. She commended Timothy Hayzill for doing what she told him to do by going to Local 17 and taking the courses because now he is an apprenticed carpenter. She noted that the bricklayers union is also looking for apprentices.

Councilwoman Bell piggybacked on what Councilwoman Angelo said about the *Bounty* that was here this weekend because it was something to see. A resident of the City asked her how much the City got from each person that went on board that ship. If there were 20,000 people and we got \$1.00 per head that would have been \$20,000.00. What was more striking to her was that there were so many people from all over that came here. She walked down through the Park at the foot of Broadway but had to run to get across the street because of the traffic. She believes that when that Park was put in we were supposed to provide a means of people getting across that street with a stop sign or something. When she came back up, it was striking to her that on a Saturday afternoon she didn't see one person on lower Broadway. That can't happen and is unacceptable. We as citizens are going to take this matter into our own hands so we are looking for a shuttle bus to take people from the waterfront up to Broadway. We are going to wrap them in a historic wrap and provide a way for people to get to Washington's Headquarters. Many people don't even know that anything else exists beyond Marine Drive. We are not going to wait until next year and we are going to have to bust our humps to do this because this is the only way that she can foresee that it is going to get done. She asked everyone who would like to see some vibrancy back in our downtown to get involved with this.

Councilwoman Bello said that with our boards and committees if we want them to be as effective as possible the information going to them from city employees must be free flowing. Especially with the Traffic Committee because we are talking about a lot of outstanding money and they could be

very instrumental in helping us to collect those funds. That is just open government. She added that in regard to the issue with the flag that as soon as it was brought to the attention of the City, Mr. Herbek acted on it immediately. We received an apology right away from the company who stated that it was not their company policy but it was an error in judgment. She thanked everyone for coming tonight.

Councilman Dillard wished to give a report concerning the meeting on April 19th held by the Times Herald Record. He wished to clarify that he attended this meeting to voice his concerns. They asked what could be done to control the violence both in short and long term. His reply to short term was to use all available law enforcement agencies to assist with the gangs and to use video surveillance at gang hotspots. Also there should be sensitivity training between police and the community and there should be community policing. Lastly we should create youth and adult employee training programs and create jobs and recreational activities for the youth. In the long term, emphasis must be placed on education and higher learning. We need affordable housing for low income residents and we must be able to market family oriented neighborhoods and communities. We must develop a middle class by supporting small business initiatives. He added that he does not feel that he is obligated to call everyone when he receives an invitation to a meeting. It is disheartening when you are out fighting on the front lines and there are people criticizing who don't care about this City because if they did care they would have been out there a long time ago. He said that if you are with him you can continue to roll and if you aren't then farewell.

Mayor Valentine said that he also received an invitation to the meeting by the Times Herald Record but he was away for a few days. Concerning what Councilwoman Bell said about the waterfront he thinks that what needs to happen is a transportation link from that waterfront to lower Broadway and Liberty Street. There are people that come here for the day that want something else to do but they don't even know that Liberty Street is up here. If there was a bus that would run a loop from the waterfront up here then people will come and shop. This needs to be pursued and pushed because we are finding out that when we have a water related event on the waterfront, people from the surrounding areas come here but we don't want to lose the connection to the rest of the City.

There being no further business to come before the Council, the meeting adjourned at 9:45 p.m.

LORENE VITEK
CITY CLERK

