

A regular meeting of the City Council of the City of Newburgh was held on Monday, July 12, 2010 at 7:00 P.M. in the Council Chambers, City Hall, 83 Broadway, Newburgh, NY 12550

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

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

Councilwoman Angelo moved and Councilwoman Bello seconded that the minutes of the regular meeting of June 14, 2010 be approved.

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

CARRIED

Councilwoman Angelo moved and Councilwoman Bello seconded that the minutes of the special meeting of June 25, 2010 be approved.

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

CARRIED

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

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

CARRIED

## **PRESENTATION**

**The City Council presented Certificates of Appreciation to Anthony Pezzo and Robert Brehaut of Minute Car Wash for their generous support of the 2010 July 4<sup>th</sup> fireworks.**

**The City Council presented Certificates of Recognition to Lauren Barth, Crystal Salas and Sean Bennett for their outstanding service to the City of Newburgh through the AmeriCorps VISTA Program.**

## **COMMUNICATIONS**

**Councilwoman Angelo moved and Councilwoman Bello seconded that the Notices of Claim and Notice of Intention to Initiate Legal Proceedings be referred to Corporation Counsel with power to act.**

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

**CARRIED**

**PROPOSED PUBLIC HEARING**

**RESOLUTION #161-2010**

**OF**

**JULY 12, 2010**

**RESOLUTION SCHEDULING A PUBLIC HEARING  
FOR AUGUST 9, 2010 TO HEAR PUBLIC COMMENT  
REGARDING THE HOUSING AND COMMUNITY DEVELOPMENT  
NEEDS OF THE CITY OF NEWBURGH IN ORDER TO ASSIST  
IN THE PREPARATION OF ITS HOUSING AND COMMUNITY  
DEVELOPMENT PLAN FOR FISCAL YEAR 2011**

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments regarding the housing and community development needs of the City of Newburgh in order to assist in the preparation of its Housing and Community Development Plan for fiscal year 2011; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 9<sup>th</sup> day of August, 2010, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York

**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 HEARING #1**

Mayor Valentine called a public hearing that was advertised for this meeting to receive comments concerning a local law electing a 2010 Retirement Incentive for eligible employees of the City of Newburgh within the Code of the City of Newburgh (Part A).

Mayor Valentine asked how many employees are eligible.

Christine Mitchell, City Comptroller said that thirty-three employees are eligible for this.

Barbara Smith, Powell Avenue said that it is difficult to comment on this without more information. She asked how much it will cost the City to do this.

Christine Mitchell, City Comptroller explained that we can take a guess that out of the thirty-three maybe twenty-three will decide to retire. Part A has a thirty to ninety day window so the idea was to offer it in September so we could pick up three months of wages saving about \$300,000.00. When someone leaves they have a severance package so you are going to pay that when they leave either way. The net cost assuming that twenty-three applied would be about \$910,000.00. One benefit the City has that other municipalities don't is that we have legislation before the Governor to sign for deficit financing that will allow us to pay all of this over fifteen years. The reason we do this is to reduce the payroll. The same twenty-three people, if they remained on the payroll, would cost 1.2 million dollars. The thought is to have them retire in September, save \$300,000.00 from October through the end of the year and then save 1.2 million dollars next year.

Barbara Smith said that if there are say fifty people eligible for this and they accept then we are down fifty people to do necessary jobs. If we bring people back on to cover those that have left at a lower rate of pay, then what will the difference be.

Christine Mitchell, City Comptroller said that those figures were based on if you have to bring back 20% of those employees.

Mayor Valentine said that if we do this in September then the City Manager will know the figure in time for us to put together our Budget. We will know by then if five people are going to take it or thirty which will be a real number. Also based on who they are, the City Manager will be able to determine if that position needs to be filled or can be left vacant. This is

certainly worth pursuing because this is a savings no matter what. We just know what that savings will be.

Denise Ribble, Montgomery Street said that she supports Part A. She noted that retirement incentives also have implications when you do the Budget for next year with positions that are being backfilled and the creation of new positions. She thinks that this has to be carefully looked at.

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

## **PUBLIC HEARING #2**

**Mayor Valentine called a public hearing that was advertised for this meeting to receive comments concerning a local law electing a 2010 Retirement Incentive for eligible employees of the City of Newburgh within the Code of the City of Newburgh (Part B).**

**Denise Ribble, Montgomery Street said that it is her understanding that there are five employees eligible for Part B and those same employees are also eligible for Part A. Part B is more costly to the City than Part A and therefore she is speaking against adopting Part B.**

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

**Mayor Valentine said that we can't vote yes for both local laws so we have to make a decision on which one to do. He asked Christine Mitchell, City Comptroller for clarification on which one is less expensive to the City.**

**Christine Mitchell, City Comptroller advised the Council against Part B. She recommended Part A.**

## COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Denise Ribble, Montgomery Street said in regard to resolution #152-10 that at the Work Session there were only two options presented to the Council. One was to cut expenditures which would mean lay-offs and the other was to raise revenue with property taxes. There was no discussion on raising revenue by pay for parking, renegotiation contracts, looking into PILOTS, recouping monies or making sure that we are maximizing the reimbursement from our grants where we have the ability to get reimbursement. She said that she is also concerned about resolutions #155-2010 and #162-2010 because they both involve CDBG, budget lines and positions. As for resolution #162-2010, there has been no discussion of these positions. There has also been no discussion about a Human Resource Director or the hiring freeze and she is deeply concerned about how the budgeted positions in CDBG are going to be applied. There are a number of inconsistencies in the 2007 contract and she is wondering if all of those are going to be amended and there should be public discussion. She urged the Council to table this until there can be further discussion.

Ariyike Diggs, 10 Bay View Terrace, Newburgh Heights Association member said in regard to resolution #144-2010 under Old Business that the Heights Association had a meeting on July 6<sup>th</sup> and they discussed the Liberty Street School. They submitted a list of their questions and concerns to the City Council (copy attached).

Yaakov Sullivan, 21 Overlook Place, Newburgh Heights Association member said in regard to resolution #144-2010 that he is concerned about this school and would like to request a meeting with the City Manager, Corporation Counsel, the new Director of Planning & Development and members of the City Council to respond to their questions and concerns. They are looking for answers and they expect them.

Jane Johnston, City of Newburgh said that on several of the resolutions listed she feels more clarification is needed on what they are regarding. There is no identification on Ordinance #11-2010 and #13-2010 as to what they are regarding. On resolutions #152-2010 and #153-2010 there is no explanation. Is this for additional expenses and for what department? Also, is resolution #162-2010 an additional expense and if so how much money are we talking about? How many thousands of dollars? Is this for personnel? If so, for what positions and have they been advertised?



The Newburgh Heights Association is deeply concerned about the future of the Liberty Street School project being undertaken, upon approval of the Newburgh City Council, by the purchaser, Bluestone Developers. The school, designed by the distinguished local architect, Frank Estabrook, is a pivotal location not only for our Washington Heights neighborhood, but for the entire city of Newburgh. Leaving it as a deteriorating eyesore is unacceptable and benefits no in the city, nor does it contribute to the improvement in the quality of life of our residents.

We therefore would like to express our concerns and expect these to be raised at the work session which is to be held on Thursday, July 8, 2010. We look forward to receiving substantive responses from Bluestone Developers and the city regarding the points raised herein and alert both the city of Newburgh and Bluestone Developers that our eye shall be on every step of the process in turning this historic building around and converting it into a functioning, aesthetic structure that contributes to the life and vitality of Newburgh. We will also be diligent in seeing that all work, both interior and exterior, comply with the most rigorous standards of code compliance. We also will be closely monitoring if that project undertaken by Bluestone Developers will be completed in the time stipulated in the contract.

1. Has Bluestone Developers met the requirements in section 7 of the LPA and established that it has secured 70% of the total estimated costs of the rehabilitation of the Premises and construction of the project? If so, what is this amount and what is the source of Bluestone's funding? If not, is the City waiving this requirement for Closing and is this waiver in writing?
2. What is the impact of the release of asbestos at the school on: (i) the timeline for completion of the project; (ii) the cost of the project; and (iii) Bluestone's ability to successfully and adequately abate the asbestos?
3. Will the deed still contain the provisions in Schedule C of the LPA, including the requirement that Bluestone rehab the building and bring it in compliance with State, County and Local occupancy standards within 18 months of the date of the deed? Can the City enforce this requirement after title has passed? If not, what are the consequences?
4. Can Bluestone amend the deed after it has title to eliminate all time-line requirements listed in the LPA? If so, what will the City do to ensure that this does not become yet another failed project?

Responses can be emailed to [nha@newburghheightsassociation.com](mailto:nha@newburghheightsassociation.com)

Kippy Boyle, City of Newburgh agreed that many items on the agenda are unclear and on resolution #153-2010 she does not understand why they are all grouped together. She also doesn't recall discussion on a Consolidated Iron and Metal site management plan or the Ferry Service Agreement at the Work Session. In regard to resolutions #158-2010 and #144-2010, they were told at the Work Session that the CDBG housing program was a failure and that it has to be changed. She would like to know why it failed and who the cause of it was. In regard to resolution #162-2010, she is hoping that the department head will provide an overview of the department and their positions. In regard to the Auction service, she asked the Council to consider tabling until it can be discussed with the public and we receive from PACE University the distressed properties guideline to use. We need to make sure that qualified bidders are not pushed aside by unqualified bidders. In regard to the Liberty Street School, she suggested that when the Heights Association has their meeting they should invite former Councilman Bowles since she believes that he was instrumental in that arrangement happening.

Mary Ann Prokosch, Galloway Avenue said that she enjoyed the fireworks on the Fourth and she knows that this all came about because of budget issues but we should continue to have the business community sponsor them in the future and not use tax dollars. She agreed that many of the resolutions don't explain what they are about and dollar amounts and the public needs to know that. In regard to resolution #162-2010, she thinks that everyone is concerned that that line item is going to be overpaid and we all have the right to know that.

Sean O'Shea, City Terrace North said that he hopes the Council votes no for resolution #144-2010. At the last meeting someone spoke and said that there were personnel working in a building that Bluestone Developers owns and they were working with material that might have been asbestos. Comments were made that these people were not properly trained and didn't have the proper safety equipment. If this is how they are handling construction on another building, he can guarantee that this will be a problem down the line. He would also like to see a timeline as to when we will see improvements and work being done. He has seen in the past deeds passed to developers and then nothing is done for several years.

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

## CITY MANAGER'S REPORT

Acting City Manager, Richard Herbek introduced Ed Lynch who has been appointed as our new Director of Planning and Development. He comes with a wealth of experience that will be useful to the City of Newburgh and he just recently moved here ten days ago.

Councilwoman Bell noted that he is also bilingual in English and Spanish so he is a great asset to our community.

Acting City Manager, Richard Herbek also introduced our new Assessor, Fernando Gonzalez and noted that Michael Ferrara has been appointed as Acting Police Chief.

Mayor Valentine said that we now have three department heads that live in the City of Newburgh; Police, Planning & Development and DPW.

Acting City Manager, Richard Herbek said that today started a transitional jobs summer program. It pays \$10.00 per hour with funds from Orange County and individuals had to meet certain requirements for this program. They interviewed thirty-five applicants and picked out ten individuals for this program who are being put to work for eight weeks. They also have summer employees for the various recreational programs including Summer Camp, Pool, Playground on Wheels and the Boat Launch. He said that at the last Work Session they talked about the 2011 Budget and all department budget request forms were due today in the Comptroller's Office. As you are aware, we have a problem with a budget gap. For 2010 we are looking at revenues of thirty-eight million dollars and expenses of forty-four million dollars so we can either increase revenue or decrease expenditures. This brings us back to the retirement incentive program which may be helpful but we may need to go further than that with further staff reductions. He implemented a job freeze a while back on positions that were budgeted for but have not been filled and the hours for all of these positions totals about \$867,000.00. He noted that the Fiscal Stability Act has made it through both the Senate and Assembly and is awaiting the Governor's signature. He has ten days to sign so they are watching that closely. He added that he received from the police department an e-mail about the overnight shift on July 11<sup>th</sup> because few tend to recognize the overall work task to the shift that is commonly overshadowed by citizen complaints of delayed response times. There were thirty-seven calls for service, two stolen vehicles which were recovered, one foot chase, one vehicle chase, one hand gun recovery, eight arrests made and sixteen traffic tickets issued. This shows the level of activity in the police department.

**Acting City Manager, Richard Herbek added that Rey Santiago has been appointed as Acting Water Superintendent until July, 22<sup>nd</sup> when Jeff Wynans will be starting as our new Water Superintendent.**

**LOCAL LAW NO.: 9 - 2010**

**OF**

**JULY 12, 2010**

**A LOCAL LAW ELECTING A RETIREMENT INCENTIVE PROGRAM  
AS AUTHORIZED BY CHAPTER 105, LAWS OF 2010 FOR THE ELIGIBLE  
EMPLOYEES OF THE CITY OF NEWBURGH**

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

- Section 1. The City of Newburgh hereby elects to provide all of its eligible employees with a retirement incentive program, as authorized by Part A of Chapter 105, Laws of 2010.
- Section 2. The commencement date of the retirement incentive program shall be September 1, 2010.
- Section 3. The open period, during which eligible employees may retire and receive the additional retirement benefits, shall be 30 days in length up to and including September 30, 2010.
- Section 4. The actuarial present value of the additional retirement benefits payable pursuant to the provisions of this local law shall be paid as one lump sum, or in five installments. The amount of the annual payment shall be determined by the Actuary of the State of New York and Local Employees' Retirement System, and it shall be paid by the City of Newburgh for each employee who receives the retirement benefits under this local law.
- Section 5. This local law shall take effect on its filing with the Secretary of State.

**Councilwoman Angelo moved and Councilwoman Bello seconded that the Local Law be enacted.**

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

**ENACTED**

**LOCAL LAW NO.: 10 - 2010  
OF  
JULY 12, 2010**

**A LOCAL LAW ELECTING A RETIREMENT INCENTIVE PROGRAM  
AS AUTHORIZED BY CHAPTER 105, LAWS OF 2010 FOR THE ELIGIBLE  
EMPLOYEES OF THE CITY OF NEWBURGH**

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

- Section 1. The City of Newburgh hereby elects to provide all of its eligible employees with a retirement incentive program, as authorized by Part B of Chapter 105, Laws of 2010.
- Section 2. The commencement date of the retirement incentive program shall be October 1, 2010.
- Section 3. An eligible employee who retires and receives the additional retirement benefits under Part B of Chapter 105 of the Laws of 2010 may not also receive the additional retirement benefits under Part A of Chapter 105 of the Laws of 2010.
- Section 4. The open period, during which eligible employees may retire and receive the additional retirement benefits, shall be 90 days in length and shall end on December 29, 2010.
- Section 5. The actuarial present value of the additional retirement benefits payable pursuant to the provisions of this local law shall be paid as one lump sum, or in five installments. The amount of the annual payment shall be determined by the Actuary of the State of New York and Local Employees' Retirement System, and it shall be paid by the City of Newburgh for each employee who receives the retirement benefits under this local law.
- Section 6. This local law shall take effect on its filing with the Secretary of State on or before September 1, 2010.

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

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

**RESOLUTION NO.: 163 - 2010**

**OF**

**JULY 12, 2010**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR  
A COMMUNITY CHALLENGE PLANNING GRANT  
FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT (“HUD”)  
WHICH WILL BE USED FOR LAND USE PLANNING  
IN AN AMOUNT NOT TO EXCEED \$225,000.00  
WITH A TWENTY (20%) PERCENT MATCH REQUIRED**

**WHEREAS**, the City of Newburgh wishes to apply for a Community Challenge Planning Grant from the Department of Housing and Urban Development (“HUD”); and

**WHEREAS**, said grant application request is for an amount not to exceed \$225,000.00 with a 20% match required in the form of leveraged resources in the form of cash and/or verified in-kind contributions; and

**WHEREAS**, such funds shall be utilized for land use planning which will include retaining the services of a planning consultant firm to assist in amending the City of Newburgh’s Zoning Code; and

**WHEREAS**, this Council has determined that making such application is in the best interests of the City of Newburgh, its residents and 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 apply for a Community Challenge Planning Grant from the Department of Housing and Urban Development (HUD) which will be used for Land Use Planning in an amount not to exceed \$225,000.00 with a Twenty Percent (20%) required Match.

**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**

ORDINANCE NO.: 11- 2010

OF

JULY 12, 2010

AN ORDINANCE AMENDING CHAPTER 272, ENTITLED "TAXICABS"  
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that the following sections of Chapter 272, entitled "Taxicabs" of the City Code of Ordinances of the City of Newburgh be and are hereby amended as follows:

Section 1. Chapter 272, Taxicabs, shall be amended as follows:

§ 272-1. Preamble.

The City Council of the City of Newburgh finds that suitable public transportation is lacking within the City of Newburgh and that transportation by taxicab within the city limits is an important and viable form of transportation for its residents and visitors. The City Council recognizes that Section 151 of the New York State Transportation Law permits the municipal regulation of taxi service which is conducted wholly within municipal boundaries. Therefore, the City Council further finds that it is necessary to regulate and license a taxi service conducted wholly within the boundaries of the City of Newburgh for the purpose of maintaining order, enforcing laws, protecting property, and caring for the safety, health, comfort, and general welfare of the inhabitants and visitors to the City of Newburgh. This ordinance does not seek to regulate, in any way, taxi service which is not conducted wholly within the City of Newburgh's municipal boundaries.

§ 272-[1] 2. Definitions.

Unless otherwise expressly stated, whenever used in this chapter, the following words shall have the meanings given to them by this section. Whenever used in this chapter pronouns and other references to persons and entities shall be considered to include the masculine and the feminine, and the singular and the plural, as the sense and neutral application thereof shall require.

CHIEF OF POLICE -- The Chief of Police of the City of Newburgh, or the officer designated by him to perform the duties and carry out the responsibilities assigned to the Chief of Police hereunder, unless otherwise specified.

CITY -- The City of Newburgh, New York, unless otherwise specified.

EXEMPT VEHICLE -- Any motor vehicle which is used for commercial transportation purposes for charge or hire by paying passengers or persons for whom a fare has been paid but which is, or is being used as an ambulance, a truck carrying freight or otherwise engaged in interstate commerce; a van or other like vehicle used for transportation of disabled, frail or elderly persons; a bus or van used for school or educational purposes; a bus or other vehicle used for mass transit; or a vehicle being used in a funeral or for such other purpose as the law or the Chief of Police may determine to be exempt from the provisions of this chapter.

FARE -- Either a customer or passenger paying or for whom a charge has been paid to hire a lawfully licensed taxicab for transportation services under this chapter; or the charge so levied and lawfully incurred by such passenger, according to the sense thereof as used herein.

OPERATOR -- Any person owning or having control of the use of one or more taxicabs used for hire upon the streets of the City or engaged in the business of operating a taxicab or a taxicab company in the City of Newburgh.

RATE CARD -- A card on which is printed the tariff rates or fares charged for taxi service in the City as provided by this chapter.

STREET -- Includes any street, alley, avenue, thoroughfare, court, bridge, lane or other public place in the City.

TAXICAB -- Includes any motor vehicle engaged in the business of carrying persons for hire, where said business is conducted wholly within municipal boundaries, whether the same is operated from a street stand or subject to calls from a garage or otherwise operated for hire, except vehicles subject to the provisions of the Transportation Law and exempted thereby from the provisions of this chapter, or used by funeral homes or undertakers in carrying on their business.

TAXICAB DRIVER -- Any person who drives a taxicab available for hire or under hire, whether such person is the owner or lessee of such taxicab or employed by or in contract with a taxicab owner, operator or lessor.

TAXICAB DRIVER'S LICENSE -- A license granted by the City to any otherwise qualified person to drive any licensed taxicab for hire or under hire upon the streets of the City.

TAXICAB LICENSE -- A license granted by the City to any business or person to keep for hire any vehicle to be used as a taxicab in such City, each such license being specifically issued to one specified vehicle only.

TAXICAB NUMBER -- A number included on each taxicab vehicle license and sticker issued by the City Clerk; each vehicle so licensed shall be assigned one unique number as described in this chapter.

TAXICAB STAND -- Includes any place alongside the curb of a street or elsewhere which is exclusively reserved by the Chief of Police and/or by the codes and rules of the City for the use of taxicabs and specifically designated therefor.

TRIP SHEET -- One or more sheets of paper upon which the driver and/or operator records information pertaining to each trip carrying one or more paying passengers, as described in this chapter.

TROUBLE LIGHT -- A light which is affixed to the roof of a taxicab vehicle, contained within an amber lens, which can be easily seen when illuminated during day or night from no less a distance than 50 feet, the illumination of which is operated by a switch solely under the control of the driver which, when illuminated, shall indicate that the driver and/or passenger(s) are in need of emergency assistance and which shall be used exclusively for such purpose.

§ 272-[2] 3. Licenses required.

It shall be unlawful for any person to drive, operate, offer or keep for hire or charge within the limits of the City any taxicab or other motor vehicle providing transportation service for charge or fee without first having obtained and paid for a taxi driver's license and a taxicab vehicle license, and all other licenses and permits required by law, and causing the same to be and remain in force and effect at all times under the provisions of this chapter.

§ 272-[3].4 Driver's license required.

No person shall drive a taxicab and no person shall permit anyone to drive a taxicab within the limits of the City without such driver having first obtained and paid for, and having in force and effect at all times, both a valid New York State driver's license of the appropriate class and certification, including but not limited to a chauffeur's license, and a taxicab driver's license issued under the provisions of this chapter.

§ 272-[4] 5. Taxicab driver's license application.

A. Each applicant for a taxicab driver's license must comply with the following requirements and provide the required information to the satisfaction of the Chief of Police:

(1) He must first have obtained all required state licenses, including a state chauffeur's license. The full residence address of the applicant must be entered on the Department of Motor Vehicles Driver's License. P.O. Box numbers are not acceptable.

(2) He shall fill out, upon a blank form to be provided by the City Clerk, a statement giving his full name, current residence, places of residence for the five years immediately preceding his moving to his present address, age, date of birth, height, color of eyes and hair, place of birth, whether a citizen of the United States, places of previous employment for the immediate past five years, whether married or single, whether he has ever been arrested or convicted of a felony or misdemeanor or driving while intoxicated ("DWI"), or criminal charges involving illegal drugs, whether he has been previously licensed as a driver or chauffeur and, if so, whether his license has ever been revoked and for what cause, the number of the chauffeur's license issued by the state, and the company name, business address and telephone number from which the applicant will operate and/or drive any taxicab, which statement shall be signed and sworn to by the applicant and filed with the City Clerk as a permanent record.

(3) He shall additionally submit the following:

(a) The results of a drug screening test, performed within 10 days of the date of the applicant's submission, from a laboratory certified to perform toxicology tests and certify the results thereof by the New York State Department of Health and which performs drug abuse testing, indicating the applicant does not use amphetamines, barbituates, benzodiazepines, benzoylecgonine, ethanol, fentanyl, methadone, opiates, phencyclidine, propoxyphene, THC cannabinoids and tricyclic antidepressants, unless prescribed by a licensed health-care provider. The taxicab driver shall be responsible for all costs associated with the test required for application and renewal, including but not limited to all costs associated with such testing, as may be required by the Chief of Police.

(b) A copy of his current New York State Department of Motor Vehicles driver's license abstract and true and accurate copies of certificates of disposition for any and all arrests of such applicant.

B. Each application for a driver's license shall contain the following statement:

"PURSUANT TO THE NEW YORK STATE PENAL LAW § 210.45, IT IS A CRIME PUNISHABLE AS A CLASS A MISDEMEANOR TO KNOWINGLY MAKE A FALSE STATEMENT HEREIN."

C. The Chief of Police is hereby authorized and empowered to require such additional information as same shall be reasonably related to the applicant's fitness and/or eligibility as he may deem necessary from any applicant for any license required by this chapter. The Chief of Police is hereby authorized to waive the production of any information from any applicant as may otherwise be required under this chapter if in his opinion such requirement is unreasonable, unnecessary, inappropriate or unjust under the circumstances.

§ 272-[5] 6. Photograph and fingerprints required; application fee; approval of Chief of Police.

A. Each applicant for a taxicab driver's license shall file with his application clear images, inked prints or other impressions of the fingers of his right and left hands to the satisfaction of the Chief of Police. Such impressions shall be placed upon forms furnished by the City Police Department, the impressions to be taken under the supervision of the Chief of Police or someone designated by him, at such place or places as may be designated by such licensing official. Each applicant shall also file two unmounted, unretouched photographs of himself, size 2 1/4 inches by 2 1/4 inches, taken within 30 days preceding the filing of the application. The filing required by this section shall be accompanied by a nonrefundable application fee as set forth in Chapter 163, Fees, of this Code. The Police Department is hereby authorized to submit such fingerprints to any agency of the State of New York, or subdivision thereof, for the purpose of conducting a criminal history and background check for such applicant, which shall be used to evaluate and determine the qualifications and fitness of such applicant to be issued a license hereunder.

B. Applications with photographs, fingerprint images and/or impressions and drug tests attached shall forthwith be sent to the Chief of Police, and no license shall be issued under the provisions of this chapter until the approval of the issuance of such license(s), in writing, from the Chief of Police has been received by the City Clerk. The Police Department shall conduct an investigation of each applicant for a taxicab driver's license, and the report of this investigation and a copy of the traffic and police record, if any, shall be attached to the application and filed with the City Clerk. The Chief of Police shall refuse to issue or renew a driver's license if the driver:

- (1) Does not meet a qualification for a license; or
- (2) Has made a material false statement on the application; or
- (3) Has submitted a drug screening test with a positive result or has refused to submit to a test or has failed to provide a test result or information regarding same; or
- (4) Has been convicted of, pleaded guilty to or forfeited bond or collateral upon any of the following charges, whether the conviction, plea or forfeiture occurred in the State of New York or elsewhere:

(a) Any offense which constitutes a "serious offense," as the term is defined by § 265.00 of the Penal Law of the State of New York or any act supplementary thereof or amendment thereto; or

(5) Has accumulated, within the past 24 months, six or more points on his or her driver's license, as such points are determined by the Department of Motor Vehicles of the State of New York; or

(6) Has had any taxicab driver's license or a similar license or permit revoked.

C. The Chief of Police shall notify the applicant, in writing, of any refusal to approve any application and the reason therefor.

§ 272-[6] 7. Form and terms of taxicab driver's license fee; temporary permit.

A. Issuance and form. Upon satisfactory fulfillment of the foregoing requirements and upon the payment of a nonrefundable driver's license fee as set forth in Chapter 163, Fees, of this Code [of \$100], the City Clerk shall issue to the applicant a license which shall be in such form as to contain a photograph and signature of the licensee and blank spaces upon which a record may be made of any arrest of or such complaint(s) against him as may be required by the Chief of Police. Each license shall be stamped by the seal of the City upon at least a portion of the photograph. All licenses shall be numbered in the order in which they are issued and shall contain the driver's name and expiration date of the license.

B. Tampering. Any licensee who alters, defaces, mutilates, changes, removes or obliterates any official entry made upon his license, or of any other form, format, color, content or component thereof, shall be punished by the revocation of his license.

C. Duration. Taxicab driver's licenses shall be valid for one calendar year from the date of issue and shall remain valid unless otherwise revoked or suspended for the next succeeding calendar year up to the anniversary of the date of issue.

D. Display. Each such license shall be placed in a transparent plaque or frame the size of four inches by six inches and shall, at all times when the driver is operating the cab for hire, be attached inside the front seat of the taxicab on the right or passenger side thereof in a position readily visible to the passengers of said taxi and to persons looking in or through the window of the front door on the right or passenger side thereof.

§ 272-[7] 8. Renewal of taxicab driver's license; fee.

A. When applying for a renewal of a taxicab driver's license, every applicant shall make such application at least 30 days prior to its expiration upon a form to be furnished by the City Clerk entitled "Application for Renewal of Taxicab

Driver's License," which shall be filled out with the full name and address of the applicant, together with a statement of the date upon which the original license was granted and the number thereof and such other information as the Chief of Police and other City licensing official may deem necessary. Such application for renewal shall be accompanied by a nonrefundable fee as set forth in Chapter 163, Fees, of this Code. The Driver shall submit with such application the results of a drug screening test performed within 10 days of the date of the application's submission in accordance with the requirements of § 272-4A(3)(a) above.

B. Each application for renewal of license shall contain the following statement:

"PURSUANT TO THE PENAL LAW § 210.45, IT IS A CRIME PUNISHABLE AS A CLASS A MISDEMEANOR TO KNOWINGLY MAKE A FALSE STATEMENT HEREIN."

C. Applications for a renewal of a taxi driver's license submitted more than 30 days after the expiration date of same shall be treated as a new application according to the requirements of this chapter.

§ 272-[8] 9. Taxicab driver's licenses not transferable; fees not prorated.

Such licenses shall not be transferable. No license fee shall be prorated or refunded. Each fee in its entirety shall accompany each application therefor.

§ 272-[9] 10. Suspension or revocation of taxicab companies' right to operate; suspension or revocation of driver's license or permit; relicensing.

A. Suspension or revocation of companies' right to operate within City. The Chief of Police, with the assistance of the Corporation Counsel, City Clerk and other involved City staff, shall monitor and record the number of convictions of violations of City Code and of the laws, codes and rules of the State of New York pertaining to and arising out of the operation of every driver, vehicle and company of one or more taxicabs in the City of Newburgh.

B. When the number of separate convictions, including guilty pleas accumulated over the indicated period of time as shown in the following charts, equals or exceeds the number shown, the Chief of Police shall notify the driver and the operator and/or owner of the vehicle and company of such number. The Chief of Police shall suspend the driver's license, vehicle license and/or right of the owner and/or operator of the company employing such driver(s) and/or owning such vehicle(s) for such period as shown, or revoke same.

Driver's License		
Period of Time (most recent)	6 Months	12 Months

Number of Violations	5	7	7	9
Penalty	Suspend 6 months	Revocation (12 + months)	Suspend 6 months	Revocation (12+ months)

#### Vehicle License

Period of Time (most recent)	6 Months			
Number of Violations	5	7		
Penalty	Suspend 6 months	Revocation (12+ months)		

#### Right to Operate Within The City of Newburgh

Period of Time (most recent)	6 Months			
Number of Violations	10 times number of vehicles	15 times number of vehicles	20 times number of vehicles	
Penalty	Suspend 3 months	Suspend 6 months	Revocation	(12+ months)

C. The penalties provided for herein shall be in addition to and not instead of any and all other penalties provided under this chapter or City Charter or Code provisions or any law, rule or regulation of the state or federal government or other regulatory authority.

D. Suspension or revocation of a taxicab driver's license. A taxicab driver's license or permit may at any time be suspended or revoked for cause after a hearing by the Chief of Police. Upon making a determination to revoke or suspend a taxicab driver's license, the Chief of Police shall notify the holder of the license and any owner or operator by which he is employed of such decision, in writing, by certified mail to the last address set forth in the City's records and shall state the reasons for his decision in such notice. Any such suspension shall be noted on the license, together with a statement of the reason therefor, and the driver shall be deprived of his license by the official suspending or revoking such license. When the license or permit is suspended or revoked, the taxicab driver's license and a note of the revocation or suspension shall be forthwith sent to the City Clerk, the license to be returned at the expiration of the period for which it was suspended. A second suspension for the same reason or, in any case, a third suspension of a taxicab driver's license shall revoke the license.

E. Relicensing of drivers. No driver whose taxicab driver's license or permit has been revoked shall be again licensed as a taxicab driver in the City, unless upon the presentation of reasons satisfactory to the Chief of Police.

#### § 272-[10] 11. Recordkeeping.

There shall be kept in the office of the City Clerk a complete record of each license or permit issued to a driver and of all renewals, suspensions and revocations thereof, which record shall be kept on file with the original application of the driver for a taxicab driver's license.

§ 272-[11] 12. Taxicab vehicle license required; fee.

A. It shall be unlawful for any person to drive, operate or permit to be operated a taxicab upon the streets of the City or to solicit or pick up taxicab passengers within the City without first having paid a nonrefundable fee as provided for herein for each such vehicle so licensed and without first having obtained for each such vehicle a taxicab vehicle license under the provisions of this chapter from the City Clerk. Such license shall be valid for one calendar year from the date of issue and shall expire on the anniversary of the date of issue of the next succeeding calendar year unless sooner suspended or revoked. It shall be unlawful for any person to drive, operate or keep for hire or pay within the limits of the City any taxicabs not equipped as required by § 272-16 or which have not been inspected as required by § 272-16 or which do not display the inspection sticker as required by § 272-16.

B. The fee for each vehicle so licensed shall be as set forth in Chapter 163, Fees, of this Code.

C. For each vehicle licensed as a taxicab hereunder, the City Clerk shall issue a sticker of uniform design. Each sticker shall display a unique number as provided in this section and shall show the expiration date of said taxicab vehicle license. Such sticker shall be affixed to the inside of the left rear window of the vehicle for which same shall have been issued, so as to be clearly visible. Each taxi company shall be assigned a unique number and each vehicle operated by each such company shall be assigned a unique number with said company; thus, each vehicle shall have a unique number in the form AB-CD where AB is the number assigned to the company and CD is the number assigned to each vehicle operated by each such company.

D. **[The acceptance by an owner or operator of a license issued under this chapter is conditioned upon and shall be sufficient evidence of the continuing consent of such owner or operator and of the driver of each and every taxicab vehicle to display the public notice as required by and described in § 272-16B(23) of this chapter and to consent to any such stop and visual inspection by any police officer as described in such public notice as provided by the City of Newburgh Police Taxi Inspection Safety Program.**

E.] The City shall issue new stickers as described in this section annually or at such other times as the City shall determine to be appropriate and necessary.

§ 272-[12] 13. Taxicab vehicle license application.

One application for each taxicab vehicle license shall be made by the owner or other person with legal authority over same upon blank forms furnished by the City Clerk. Such application shall contain:

A. The name, age and residence of the person applying for the license, proof of his ownership and/or legal authority over each such vehicle and what, if any, previous experience he has had in the business of owning, furnishing, leasing, operating, driving, repairing or other enterprises in connection with providing transportation or related services for hire or charge.

B. The name, age and residence of the person or persons to be in immediate charge of the driving of each such taxicab or taxicabs or other motor vehicle(s) for hire; and the address and telephone numbers for business, home and cellular telephones by which such persons may be contacted.

C. For each such vehicle, the type of motor vehicle to be used, the horsepower, the vehicle identification number, the state license and registration numbers, any periods during which the vehicle has been used as a taxicab or vehicle for hire, and the seating capacity according to its trade rating.

D. Whether and when the vehicle has ever been previously licensed to operate as a taxicab or vehicle for hire and, if so, where.

E. Whether such vehicle's license to operate as a taxicab or vehicle for hire has ever been revoked or suspended, when, and for what cause.

F. Such other information as the Chief of Police may deem necessary, including but not limited to any and all information concerning the current and former state and history of repairs to such vehicle.

G. Copy of New York State vehicle registration and expiration date of current New York State motor vehicle inspection and sticker number. The full address of the registered owner must be on the Department of Motor Vehicles registration. P.O. Box numbers are not acceptable.

H. Miscellaneous.

(1) Each taxicab vehicle license application shall contain the following statement:

"PURSUANT TO THE PENAL LAW § 210.45, IT IS A CRIME PUNISHABLE AS A CLASS A MISDEMEANOR TO KNOWINGLY MAKE A FALSE STATEMENT HEREIN."

(2) Any false statements by the owner, applicant, operator and/or driver for a taxicab vehicle shall be reported to the Police Department. The City Clerk is hereby authorized and empowered to require such additional information as may be deemed necessary by the City Clerk and/or by the Chief of Police.

(3) The application must include the approved assigned unique official taxicab vehicle number assigned by the Police Department, which shall be added to such application by the applicant, City Clerk or Chief of Police when such application is approved.

§ 272-[13] 14. Insurance required; suitability of vehicle.

A. No vehicle shall be licensed as a taxicab hereunder unless it has a for-hire insurance policy in effect. No vehicle shall be licensed as a taxicab hereunder unless it is insured by a public policy for damages for death or injuries to persons in the amount provided in the laws, rules and regulations established by the State of New York as the minimum required of any vehicle operated as a taxicab.

B. The Chief of Police shall refuse a taxicab vehicle license or, if already issued, shall revoke or suspend a license if the vehicle is unsuitable for public patronage by virtue of being unclean, unsafe or out of compliance with any applicable law, rule or regulation, or if, in the discretion of the Chief of Police, the design, capacity or other specifications of such vehicle render it unsuitable for use as a taxicab.

§ 272-[14] 15. License card.

If, upon inspection, a vehicle is found to be in proper condition and in compliance in accordance with the provisions of all applicable laws, rules and regulations and, upon the approval of the application for a taxicab vehicle license and the payment of the license fee hereinafter set forth, such vehicle shall be licensed by delivering to the owner a card of such size and form as may be prescribed by the Chief of Police. The card shall contain the official license number of the taxicab vehicle and a statement to the effect that, in case of any complaints, the Chief of Police shall be notified, giving the license number of the taxicab and the telephone number and address via which such complaints may be made. Such card shall be signed by the Chief of Police. The taxicab vehicle license number assigned hereunder shall, in each case, be the same as that assigned to the vehicle for that year pursuant to law. Taxicab vehicle license cards must be displayed in a prominent place visible to all passengers in the taxicab vehicle for which the license card is issued. For each such vehicle, the license number shall correspond to the number appearing on the sticker required to be affixed to the left rear bumper of each such vehicle as required by this chapter.

§ 272-[15] 16. Inspections required.

A. No vehicle shall be licensed as a taxicab pursuant to this chapter until it has been inspected and examined and found to be in a thoroughly safe condition for the transportation of passengers, clean, fit, of good appearance, well painted in accordance with this chapter and in complete compliance with all requirements of the Code of the City of Newburgh and with all other applicable laws, codes and regulations, including that each such vehicle shall bear taxi or livery license plates issued by the New York State Department of Motor Vehicles.

B. Taxicabs are to be inspected at a private New York State licensed inspection station. The Chief of Police is hereby empowered to designate not more than five official inspection stations, each of which shall be a New York State licensed inspection station in the City of Newburgh for the purposes of this chapter. The taxicab owner must pay directly to the inspection station the cost of each inspection. The inspection fee shall be that established by state law or regulation for each inspection performed in compliance with this section.

C. Such inspection shall occur prior to licensing of such vehicle as a taxicab, and thereafter once per year, such inspection to take place no more than six months after the inspection of such motor vehicle as required by the New York State Vehicle and Traffic Law and regulations, and at other such times as the Chief of Police deems the same necessary.

D. In addition to the prelicensing inspection, it shall be the responsibility of each operator, owner and driver of a taxi applying for or licensed in the City of Newburgh as a taxicab vehicle to cause such vehicle to be inspected by a designated inspection station at intervals of no less frequently than every 12 months.

E. A copy of the inspection report shall be given to the vehicle owner and/or operator and/or driver and the Chief of Police at the completion of the inspection.

F. The inspection of the taxi shall include, but not be limited to, a review of the following and shall also include an inspection of those items listed in § 272-16 of this chapter:

- (1) Brakes.
- (2) Tires.
- (3) Steering/front end.
- (4) Suspension (including shock absorbers and springs).
- (5) Exterior lights (including reverse, license plate, parking lights and roof light).
- (6) Interior lights.
- (7) Windshield/all glass.
- (8) Windshield wipers, washers.
- (9) Front and rear window defrosters.
- (10) Horn.
- (11) Upholstery.
- (12) Floorboards/floor mats.
- (13) Door handles, inside and out.
- (14) Doors.
- (15) Body damage and rust (including bumpers).
- (16) Paint.
- (17) Directional signals.
- (18) Heater.
- (19) Speedometer.

- (20) Mirrors (inside and out).
- (21) Fuel system.
- (22) Seat belts.
- (23) Emissions (burning oil and smoke, visible and otherwise).
- (24) Muffler and exhaust system.
- (25) Engine fluid leaks.
- (26) Wheel covers or hubcaps.
- (27) Conventional spare tire.
- (28) Jack (rated for said vehicle).
- (29) Exterior light lenses (free from cracks and proper color).
- (30) No trailer hitches.
- (31) Trouble light.

G. Such designated inspection station shall affix to each vehicle which satisfies the requirements of this chapter pertaining to taxicabs the sticker described in § 272-11C to the inside of the left rear window of each such vehicle.

H. Repair work which is required after inspection of a taxi must be completed within 10 days of the inspection, and satisfactory proof of repair shall be presented to the Chief of Police. Failure to make necessary repairs and to present satisfactory proof may be grounds for suspension of an owner's taxicab vehicle license. The cost for reinspection shall be that established by state law or regulation for such inspection of motor vehicles.

I. Upon receipt of a report from any designated inspection station which finds a taxi to be unfit or unsuited for public patronage or which shall fail to comply with the requirements of this chapter, the licensing official shall refuse a license or shall revoke or suspend the license previously issued.

J. Upon receipt of the appropriate report from the designated inspection station, the Chief of Police or his designee will issue a suitable inspection sticker with the month and year of inspection expiration marked out.

K. Upon being issued a City of Newburgh taxi inspection sticker, the taxi operator or owner will affix the sticker by placing it on the rear bumper left side of the vehicle where it shall be clearly visible and available for inspection by any member of the City of Newburgh Police Department at all times while said vehicle is licensed within the City of Newburgh.

L. It shall be unlawful to possess or display a forged, altered or unauthorized City of Newburgh inspection sticker.

M. The Chief of Police may additionally inspect or cause to be inspected all taxicabs from time to time, as often as he may deem necessary for the public health, safety and welfare. Said inspections shall not be evidence to be used against the City with respect to any claim of liability, and the City assumes no special duty or obligation to any person with respect to same, but shall be evidence merely that the licensee has had inspections made as required by this chapter.

§ 272-[16] 17. Taxicab vehicle markings, safety and equipment; owner, operator and/or driver responsibilities.

A. Taxi vehicle identification.

(1) The City Clerk shall issue a taxicab vehicle license to each such vehicle, which shall assign a unique taxicab number as described in this chapter to each vehicle so licensed. Taxicab markings must be permanently displayed on both front doors of each vehicle. Markings must include taxi owner or company name, taxicab number, the words "taxi" or "taxicab" or "cab," and Newburgh, New York.

(2) The taxicab number must also be permanently and visibly displayed on the rear of such vehicle (left and right rear fenders and left side of trunk lid or tailgate).

(3) Taxis shall each be numbered, with a unique four-digit number. Companies will be assigned a two-digit number (for example, Company A = 20, Company B = 30, etc.) Each taxicab vehicle will be assigned a two-digit number within each company. Thus each vehicle shall have a unique four digit number, the first two indicating the company and the second two indicating the vehicle within the company fleet. Numerical assignments are to be approved by the Chief of Police or his designee.

(4) Each taxicab vehicle shall prominently display on the outside of the driver's side door and on the outside of the front passenger's side door the schedule of fares for trips originating and ending within the City of Newburgh, known as "in-City trips," charged to passengers for the hire of such taxicab. In addition, each taxicab vehicle shall prominently display such information on a fare card in the interior of the vehicle such that it is clearly visible and readable by all passengers.

(5) The signs and numbers described herein as required must contain lettering not less than three inches in height and three inches in width with a paint stroke of 1/4 inch between each figure. Letter color must contrast with the door color and be readable from a minimum distance of 150 feet. The background of the sign must be of white reflective material.

(6) The City Clerk shall issue a sticker for each vehicle so licensed which shall be affixed to the left rear bumper of the subject vehicle. Each such sticker shall display the unique four-digit number assigned to such vehicle.

(7) The exterior roof light must contain the name of the company or words "taxi" or "taxicab" or "cab." The exterior roof light must be permanently mounted and lit at night.

B. In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this chapter, each licensed taxicab operating within the City of Newburgh shall at all times remain in compliance with each of the following vehicle requirements:

(1) No vehicle shall be licensed as a taxi for the first time if it was manufactured prior to January 1, 1997.

(2) Every vehicle shall be kept mechanically fit, interior and exterior kept in a clean and sanitary condition and shall at all times bear a current New York State inspection sticker and a City of Newburgh inspection sticker.

(3) Every vehicle shall have no fewer than four doors, not including a hatchback or other rear entry, two of which lead into the driver's compartment, and all doors shall be so constructed that they may be opened from the inside and the outside. Under no circumstances shall any two-door vehicle be licensed as a taxicab. Vans may be licensed and approved for use as taxicab vehicles only if each such van provides a seat and a seat belt for each passenger and carries no more than seven passengers at any given time.

(4) Every vehicle shall be equipped with an adequate heater of a type which will not permit exhaust gasses to enter the interior of the vehicle.

(5) Every vehicle shall be equipped with at least three adjustable rear-view mirrors, one in the driver's compartment and two exterior mirrors installed on the exterior of the vehicle, one on the driver's side door and one on the passenger-side door.

(6) Every vehicle shall be equipped with a standard speedometer properly installed and maintained in good working order. No licensed vehicle shall be operated in public while such speedometer is inoperative or disconnected.

(7) Every vehicle shall have either acceptable snow tires, all-weather radial tires or tire chains on the drive wheels of such vehicle when pavement conditions are such as to require said use for the safety of the driver, passenger and the general public.

(8) Every vehicle shall be equipped with dual windshield wipers properly installed and maintained in good working order, which shall be operated whenever weather conditions require. This shall include windshield washers in proper working condition. In addition, each licensed vehicle shall at all times remain in compliance with New York State regulations requiring that headlights be turned on at any time windshield wipers are in operation.

(9) Every vehicle shall contain original or replacement upholstery and floor mats in good and suitable condition for satisfactory use by the public. In the event that original upholstery or floor mats are found to be worn or otherwise deteriorated, such upholstery or floor mats must be replaced prior to the use of the licensed vehicle for conveyance of the public.

(10) Every vehicle shall be equipped with an interior light capable of illuminating the entire interior of the taxicab after sundown. The light shall be so arranged as to be automatically turned on by the opening of any door to the vehicle and shall also have a switch easily accessible to passengers.

(11) Wherever glass is used in the construction of any licensed vehicle, such glass shall be safety glass, clearly and permanently marked as such and of a

type approved by the Commissioner of Motor Vehicles of the State of New York. All glass in said licensed vehicle shall be in good condition and shall not contain air bubbles, cracks or fractures. Glass shall not be tinted.

(12) The fenders, bumpers and body of each licensed vehicle must be rigidly and tightly fastened to said vehicle, free from significant or extensive dents or mutilation, and shall be so constructed as to allow the full opening of all doors of the vehicle. The exterior of the vehicle shall be properly maintained, painted and the finish in good condition. This includes all exterior light lenses to be free from cracks and to be the proper color.

(13) The vehicle must be equipped with both front and rear window defrosters/defoggers. They are to be in proper working condition.

(14) Every vehicle shall be equipped with hubcaps on all four wheels or shall have uniformly painted wheels in lieu thereof.

(15) Shades or curtains are prohibited on the inside of any taxicab.

(16) New York State license plates, City inspection sticker and any other licensing and inspection identification shall be placed and maintained in such manner as to be clearly visible and unobstructed at all times.

(17) No licensed vehicle shall be equipped with any equipment which is not reasonably useful or necessary to furnish safe, adequate and convenient taxicab service to the public.

(18) Each vehicle used as a taxicab shall be equipped with a roof light which shall be illuminated by an electrically powered light and controlled by the driver. Such light shall be in addition to the emergency roof light provided for hereinbelow.

(19) The exterior surfaces of each and every vehicle used as a taxicab in the City of Newburgh shall be painted a uniform color, such color to be determined at all times and from time to time by the City Council.

(20) Every company operating any taxicab shall designate an employee such as a dispatcher or other such person who shall be responsible to keep and maintain a trip sheet at all times during the operation of such taxicab.

(a) Such trip sheet shall record, at a minimum, the following information:

[1] The name and driver's license number of each and every driver operating such vehicle for the trips recorded on the trip sheet;

[2] Date, commencement time by hour and minute and origin point of each trip for each passenger;

[3] Date, drop-off or termination time by hour and minute and destination or termination location of each trip for each passenger;

[4] Fare charged and collected for each trip for each passenger;

[5] Date, time by hour and minute and location of any accident or breakdown causing an interruption or discontinuance of the operation of such taxicab and a description thereof;

[6] The issuance of any citation or violation of any law, rule or code involving the operation of such taxicab and/or the conduct of the driver of same.

(b) The proprietor, operator or owner of any taxicab business shall produce any and all such trip sheets for any and all taxicabs operated, owned or controlled by such persons upon demand therefor by any police officer.

(c) All such trip sheets shall be retained and kept on file and made available for audit, examination and inspection by any City law enforcement or code enforcement officer at all reasonable times for a minimum period of two years by every owner, operator and/or proprietor of every taxicab and company operating and/or owning same.

(21) Each vehicle used as a taxicab shall comply with all applicable federal, state and other laws, rules and regulations pertaining to its use by and accessibility to persons with disabilities.

(22) Each taxicab vehicle shall be equipped with a light affixed to the roof contained within an amber lens which can be easily seen when illuminated during all times of the day or night from a distance no less than 50 feet, the illumination of which is operated by a switch solely under the control of the driver, which when illuminated shall indicate that the driver and/or passenger(s) are in need of emergency assistance and which shall be used exclusively for such purpose.

(23) **[Each taxicab vehicle shall display upon both the right and left passenger doors a sticker stating the following in both the English and Spanish language in no smaller than eighteen-point type in capital letters:**

**"PUBLIC NOTICE/AVISO PUBLICO**

**THIS VEHICLE MAY BE STOPPED AND VISUALLY INSPECTED BY ANY POLICE OFFICER AT ANY TIME TO ENSURE THE DRIVER'S SAFETY. ESTE VEHICULO PUEDE SER PARADO Y VISUALMENE ASEGURAR LA SEGURIDAD DEL CONDUCTOR.**

**NEWBURGH POLICE TAXI INSPECTION SAFETY PROGRAM"**

(24)] Each taxicab shall prominently display in the interior thereof visible to all passengers a sign or sticker written in both English and Spanish language in no less than eighteen-point type advising that seat belts are available and should be used by all passengers.

C. Taxicabs licensed in accordance with this chapter may be equipped with partitions or shields made of plexiglass or other shatterproof material located between and effectively separating the front and rear seats.

D. In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this chapter, each licensed taxicab operating within the City of Newburgh shall at all times remain in compliance with each of the following requirements applicable to all owners and operators thereof:

(1) Must maintain and furnish a current list of drivers and employees upon request of the Chief of Police.

(2) Must provide a letter to the Chief of Police upon the discharge or termination for any reason of a driver and/or employee, giving the reason for such discharge or termination.

(3) Must promptly report to the Chief of Police the transfer of ownership of any vehicle licensed by the City and concurrently turn in to the Chief of Police the taxicab vehicle license of such vehicle.

(4) Must report, in writing, changes of address of the owner, operator or driver of a taxicab to the Chief of Police within three days of said change.

(5) Must maintain proper vehicle insurance for all owned or operated taxis in accordance with New York State Vehicle and Traffic Law or other laws, rules or regulations and report a revocation or cancellation of insurance immediately to the Chief of Police. Proof that the vehicle is covered by a current liability insurance policy shall be attached to the application in the form of a certificate of insurance.

E. In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this chapter, each licensed taxicab driver operating within the City of Newburgh shall at all times remain in compliance with each of the following driver requirements:

(1) Shall keep the interior and exterior of the taxicab in a clean and sanitary condition and shall at all times maintain the vehicle in compliance with City Code Chapter 272.

(2) Shall not smoke while the vehicle is carrying passengers.

(3) Shall, at all times, while on duty, have displayed in the interior of the vehicle which he is operating his taxicab driver's license. The license shall be displayed in a place visible to any passenger in such taxicab, such as on the passenger visor.

(4) In the event a driver's appearance changes substantially, he shall provide the Chief of Police with a new photograph and shall accompany such photograph with an application fee as set forth in Chapter 163, Fees, of this Code.

(5) Shall report to the police any unlawful act committed in, with or in connection with his vehicle or any attempt to use his vehicle to commit a crime or escape from the scene of a crime.

(6) Shall not permit any passenger in the taxicab except a paying fare during such time as the taxi is being used for business purposes.

(7) Shall not operate a taxicab when there is snow or ice on the pavement unless there are chains, all-weather radial tires or snow tires on the drive wheels.

(8) While on duty, the driver shall state his/her name and employer's name to any passenger or police officer on request. Also, it shall be unlawful for any driver of any taxicab to misrepresent or withhold the name of his employer or the business address and business telephone of the same.

(9) Shall not cruise within the City seeking passengers nor make any personal solicitation on any street or other public place for passengers to ride or hire any particular taxicab other than from immediately adjacent to such taxicab while parked at a designated taxicab stand, in compliance with § 272-22 hereof. Taxis shall not stand on any public street or place other than at or upon a taxicab stand designated by the City.

(10) No vehicle licensed as a taxicab shall be used for the carrying of any freight, goods or merchandise of any nature whatsoever while carrying a fare unless such goods or merchandise are owned by the fare riding with same.

(11) Carriage of infected persons. Should it be found by the owner, operator or driver that a taxicab has been used to convey any person infected with a contagious disease, or if any blood or bodily fluids or discharges have contaminated the passenger area of the taxi, such vehicle shall not be used until it has been thoroughly cleaned and disinfected in accordance with applicable laws, rules and regulations related to public health.

(12) Any owner or operator shall not permit any one driver to operate a taxicab more than 12 hours in any continuous twenty-four-hour period, except the driver of a taxicab exclusively hired or engaged for special trips or excursions.

(13) Shall not be permitted to carry more than five passengers, including children, in a four-door sedan vehicle and shall not be permitted to carry more than seven passengers, including children, in a station wagon or van.

(14) Shall not operate a taxicab if the vehicle has any equipment violations as defined in this chapter or in the Vehicle and Traffic Law § 375, or other laws, rules and regulations.

(15) Must not consume alcohol or intoxicating drugs prior to or during the driving or other operation of a taxicab. This excludes prescription and over-the-counter medications which do not cause drowsiness, fatigue, blurred speech or vision or other conditions which may impair the ability to drive safely.

(16) Except when authorized in the Vehicle and Traffic Law, the driver shall not use the horn or otherwise make or create loud or unnecessary noise, such as for announcing arrival or alerting potential patrons.

(17) Shall not obstruct traffic. The driver shall pull to the curb to pick up and discharge passengers. The driver shall not intrude upon or obstruct pedestrian crossings, bus stops, loading zones, driveways, intersections or other areas requiring the free and unobstructed flow of traffic when stopped to pick up or discharge passengers.

(18) Shall provide a written receipt accurately stating the exact fare paid by any passenger requesting same.

(19) Each and every operator and driver of a taxicab vehicle operating as such in the City of Newburgh is required to accept as a paying fare every orderly adult person and shall not refuse to accept as a paying fare any adult person on the basis of any disability or on the basis of his race, ethnicity, religion,

sex, age, sexual preference or other discriminatory basis or criteria prohibited by law.

(20) Shall not illegally use, consume, possess or deal in intoxicating liquors or drugs.

§ 272-[17] 18. Suspension or revocation of taxicab vehicle license and/or driver's license.

Taxicab vehicle and/or driver's licenses may be revoked or suspended at any time for cause after a hearing by the Chief of Police. Cause includes but is not limited to; violation of any sections of this chapter; conviction of a violation, misdemeanor or felony pursuant to the laws of the State of New York; transporting, soliciting or procuring any person to ride in a licensed taxicab for the purpose of commission of a crime. Licenses shall be revoked if the vehicle shall be used for immoral or illegal purposes. Licenses and permits may be suspended or revoked for failing to be and remain in compliance with all applicable laws, rules and regulations. When the license is suspended or revoked, the taxicab driver's and/or vehicle license card hereinbefore provided for shall be retained by the Chief of Police and shall be returned only after the expiration of the suspension period with suitable entry being made thereon by the Chief of Police or his authorized designee as to the reason for and duration of the suspension. The Chief of Police, upon determination to revoke or suspend a license, shall notify the holder of his decision, in writing, by certified mail and state the reasons for his action.

§ 272-[18] 19. Register of licensed taxicabs.

The City Clerk shall keep a register of the name of each person owning or operating or otherwise legally responsible for a taxicab vehicle licensed under this chapter, together with the license numbers of vehicles and drivers. Such record shall be open to the inspection of the public at all reasonable times.

§ 272-[19] 20. Return of licenses, cards and permits; transfer of vehicle license; exception; fee.

Every person to whom a license card, license or permit has been issued under the provisions of this chapter shall, upon discontinuing or abandoning the ownership, operation or driving of a taxicab, return such license card, license or permit to the City Clerk unless such card, license or permit has been lost or for other reason cannot be restored. Such card, license or permit shall not be assigned or transferred to any other person or be applicable to any motor vehicle other than the one specified therein. Any licensee who permits his license, permit or card to be used by any other person or for any vehicle other than the one for

which same was issued and any person who uses such license, permit or card granted or given to any other person or who uses such permit or license for a vehicle other than the one for which it was issued shall each be guilty of a violation of this chapter. Notwithstanding the foregoing, the owner or operator of a vehicle licensed as a taxicab under this chapter may take such vehicle out of service as a taxicab for any reasonable cause, such as damage, wear and tear, sale of the vehicle, age of the vehicle or other. In such case, such owner or operator may apply to the Chief of Police for permission to transfer the license issued to such vehicle to another vehicle to be put in service as a taxicab to replace the vehicle originally licensed. Such application shall include all the information pertaining to the replacement vehicle required for a taxicab vehicle license, and such replacement vehicle shall meet all the requirements applicable to taxicabs, as required by this chapter. Such application to transfer such taxicab vehicle license shall be accompanied by a nonrefundable transfer application fee as set forth in Chapter 163, Fees, of this Code.

§ 272-[20] 21. Duplicate license, permit or card.

Whenever a license, permit, badge or card shall be lost, stolen or destroyed, without fault on the part of the holder, his agent or employee, a duplicate in lieu thereof, under the original application, may be issued by the City Clerk upon the filing of a sworn affidavit containing the facts of such loss or theft and upon the payment of the cost of such duplicate license, permit, card, badge or tag. The replacement fee for a lost, stolen or destroyed license, permit, badge or card shall be as set forth in Chapter 163, Fees, of this Code. Notice of the issuance of such duplicate with a copy thereof and a copy of the affidavit required hereunder shall be provided by the City Clerk to the Chief of Police.

§ 272[-21] 22. Taxicab stands.

Taxicab stands may be established by police regulation or by ordinance and subject to such approval as the City Council may require, and shall be used only by taxicab drivers in the order of their arrival at said stands. Taxicab stands may be used only by licensed taxicabs then available for hire and being driven only by licensed taxicab drivers.

§ 272-[22] 23. Soliciting; cruising prohibited; interference with other operators prohibited.

No taxicab, while awaiting employment, shall stand or travel on any public street except stopped at a stand designated in accordance with this chapter. No person shall solicit passengers from any point other than immediately adjacent to his taxicab. Taxicabs shall not cruise or operate on the streets of the City of

Newburgh without a fare under hire for the purpose of soliciting business. No taxicab owner, operator or driver shall employ radios, telephones or other methods or means of remote communication in order or so as to preempt, intercept, precede or otherwise interfere with any other driver or operator of a taxicab which has lawfully been called, appointed or retained to serve a fare.

§ 272-[23] 24. Establishment and schedule of charges.

A. Except as provided in Subsection of this section, the rate of fare for the transport of passengers and/or baggage to and from destinations within the City of Newburgh shall be \$5.

B. The rate of fare for the transport of passengers who are 65 years or older from any point having its origin within the City of Newburgh to any point having its destination within the City of Newburgh shall be \$2.50.

C. Owners, operators and drivers must display fare rates visibly to all passengers.

D. Owners must submit, along with the taxi vehicle license application, their established fare rate for transports within, through and outside the City limits.

E. The soliciting of tips, gratuities or any charges in addition to those authorized herein is prohibited. This clause shall not prohibit the voluntary offer or acceptance of a tip or gratuity.

F. No driver of a licensed taxicab shall carry any person other than the passenger first employing a taxicab without the consent of said first passenger.

G. No person shall charge or attempt to charge any passenger a greater fare than that to which the taxicab driver is entitled to collect under the provisions of this chapter.

H. If a taxicab waits for more than five minutes for a passenger at the passenger's request, there may be a charge for waiting of \$1 for each five minutes, or fraction thereof, after the first five minutes.

I. Transport of animals.

(1) There is no additional charge for carrying a guide dog accompanying a blind person or a hearing-impaired person or other person whose physical or medical condition requires the assistance of such animal and no driver shall refuse or decline to carry a passenger or fare for the reason that such person is accompanied by such an animal.

(2) Drivers may refuse to transport any other animal unless the animal is securely enclosed in a kennel case which can be reasonably accommodated by such vehicle or is otherwise reasonably secured in accordance with the size, kind and nature of such animal.

J. The schedule of fares herein established may be amended by adoption of an ordinance by the City Council.

§ 272-[24] 25. Payment of fares.

A. Prepayment. Every driver of a taxicab shall have the right to demand payments of the legal fare in advance and may refuse employment unless so prepaid, but no driver of a taxicab shall otherwise refuse or neglect to convey any orderly person or persons upon request to any lawful destination anywhere in the City, unless previously engaged, off duty or otherwise lawfully unable to do so.

B. Disputed fares. All disputes as to fares shall be determined by the duty officer in charge of the police station at the time of the dispute. Such officer shall record the date, time, names and addresses of all involved parties, and the officer's findings and resolution of such dispute. Copies of same shall be provided to all involved parties and to the Chief of Police. Any party disputing said resolution may, upon advance written notice to all other involved parties, appeal such disputed resolution to the Chief of Police.

§ 272-[25] 26. Receipts for fares.

Whenever a passenger in a taxicab asks for a receipt for the fare paid by him, it shall be given to him by the driver. Such receipt shall show the name of the driver, the name of the owner of the taxicab, the number of the taxicab, the time when the trip began and ended, the origin, any stops, the final destination of the trip and the amount of fare collected.

§ 272-[26] 27. Overcharging prohibited.

It shall be unlawful for any taxicab owner or operator or any taxicab driver within the limits of the City to charge fares for taxicab service of more than the prescribed rate of fare for carrying a passenger to his destination.

§ 272-[27] 28. Riders prohibited.

No person shall be allowed to ride in the front seat of any taxicab next to the driver except paying passengers, and any driver who shall permit this may be deprived of his license via suspension or revocation of same by the Chief of Police. It shall be the duty of all police officers to issue violations to offenders and notify the Chief of Police of any violation of this provision.

§ 272-[28] 29. Carrying additional passengers.

No driver of a licensed taxicab shall carry any person(s) other than the passenger first employing a taxicab without the consent of such first passenger. No person shall be required to ride in or to pay for a called taxicab if the same is already occupied by another passenger without his consent. No person shall be required

to ride in or to pay for a taxicab if the driver of same takes on additional passengers without his consent.

§ 272-[29] 30. Compliance with noise ordinance required; sounding of horn prohibited.

Every driver of a taxicab shall at all times comply with the ordinances of the City of Newburgh, and all other applicable laws, rules and regulations, prohibiting loud or unnecessary noise in disturbance of peace and quiet. EN At no time shall a taxicab driver sound the horn or otherwise make noise to notify another person of his presence or to notify, attract or solicit a customer or passenger. Taxicab drivers violating this section are subject to any and all penalties provided for violations of this chapter, including but not limited to suspension and/or revocation of said driver's taxicab driver's license and/or the taxicab vehicle permit or license issued to such vehicle. This shall be in addition to and not instead of subjecting such offender to other penalties prescribed by the City Code and any other law for violating such other laws or ordinances prohibiting loud or unnecessary noise and/or cruising.

§ 272-[30] 31. Articles found in taxicabs.

Every driver of a taxicab, immediately after the termination of any hiring or employment, must carefully search such taxicab for any property lost or left therein, and any such property, unless sooner claimed or delivered to the owner, must be taken to the police station and deposited with the officer in charge within 24 hours after the finding thereof.

§ 272-[31] 32. Use of vehicle for unlawful purposes and deceiving or misinforming passengers prohibited.

A. It shall be unlawful for any licensed driver of any taxicab to misrepresent his own name, and/or the name of his employer, or knowingly receive or transport any person or persons who intend any unlawful act in such vehicle during the voyage or at the termination thereof, whether within such vehicle or not. It shall be unlawful for any such driver to solicit or procure or to aid or assist in soliciting or procuring any person to ride in a licensed taxicab with the intent of the driver or of any or all passengers to commit any unlawful act therein or at any time during the voyage or immediately following the termination thereof, whether within the vehicle or not.

B. It shall be unlawful for any licensed driver of any taxicab to solicit and/or procure the sale or distribution of controlled substances. It shall be unlawful for any licensed driver of any taxicab to solicit and/or procure any person to ride in a licensed taxicab for the purpose of sale or distribution of controlled substances.

C. Operating a vehicle under the influence of alcohol or a controlled substance shall be grounds for immediate suspension and revocation of a driver's license. The Chief of Police may require a licensee to submit to drug and alcohol screening tests upon reasonable cause. Refusal to submit to such screening test or a positive test result shall constitute grounds for revocation of a license.

D. No person owning, operating or driving a taxicab shall deceive or misinform any customer or passenger who may pay for taxicab service, or who may ride or desire to ride in any such vehicle, as to the shortest route to a destination or as to the lawful fare to be charged. No person owning, operating or driving a taxicab shall deceive or misinform any customer or passenger as to the location or distance of the destination requested, nor shall any passenger be transported to any destination other than the one specified and/or by any route directed or requested by such person.

§ 272-[32] 33. Penalties for offenses.

Any person violating any of the provisions of this chapter shall, upon conviction, be punished as provided in § 1-12 for violations of the Code of the City of Newburgh and, in addition thereto, if a licensee, or the owner, operator or driver of a licensed vehicle, his license or licenses or those issued to or for such vehicle may be suspended or revoked. The Chief of Police may, in his discretion, temporarily suspend a license pending the outcome of the prosecution of the licensee under this chapter or under any other provision of any applicable law, code, rule or regulation. The penalties set forth herein and in the City Charter and Code shall be in addition to and not instead of any other penalties imposed by any other applicable law, code, rule or regulation of any other governmental or regulatory agency or entity.

§ 272-[33] 34. Public emergency; police powers.

Whenever a state of emergency is declared by the City Council, City Manager or other public official with such authority, or whenever the Chief of Police, or, if there be none, the highest-ranking officer in command of the Police Department, determines that protection of public safety so requires, the City Manager and/or the Chief of Police may suspend the provisions of this chapter, in whole or in part, for part or all of the period during which such emergency conditions may prevail. Such power shall include but not be limited to the suspension of the requirement that fares be paid by passengers and/or other requirements of this chapter. Under such circumstances, all drivers and operators shall endeavor to keep and maintain accurate records showing the trips provided and the details of same during such period, similar to such records as would be required to be kept by this chapter if such period of emergency had not existed.

§ 272-[34] 35. Exceptions.

A. The provisions of this chapter shall have no application to exempt vehicles, as defined herein, or to taxicabs while in use at funerals, weddings, religious services or other special events, upon advance notice of same being provided to the Chief of Police and his approval thereof.

B. The licensing fee set forth in this chapter shall not be required for taxicab vehicles or other vehicles for hire to which this chapter would otherwise apply if same are owned by or operated under the control of a corporation duly organized and existing pursuant to the Not-For-Profit Corporation Law of the State of New York and while being used solely for the purposes of such corporation under the following terms and conditions:

(1) That in addition to fulfilling all requirements of this chapter and other applicable laws, the corporation shall make application for such exemption to the City Clerk of the City of Newburgh. Such application shall list for each taxicab or other vehicle for which the exemption is sought:

- (a) Make and model;
- (b) License plate number;
- (c) Name and address of owner; and operator, if different from owner;
- (d) Driver's license number of owner; and operator; and driver(s), if different from each other;
- (e) Vehicle identification number;
- (f) Registration number;
- (g) A listing, by name, residence and New York State driver's license number, of all persons authorized to drive such taxicabs or vehicles;
- (h) The purposes and usual business of such corporation and a description of the use of such vehicles in keeping therewith.

(2) That upon approval of such application by the City Clerk, the owner of such exempt taxicab shall be provided with a license card in the same form as prescribed in § 272-14 of this chapter, such license card to have the words "fee exempt" inscribed upon it.

(3) That upon approval of such application by the City Clerk, each person authorized to drive and/or operate such exempt taxicab shall be issued a license in the same form as prescribed in § 272-6 of this chapter, such license to have the word "volunteer" inscribed upon it.

(4) That no owner of or person authorized to drive or operate any exempt taxicab shall receive any salary, fee or compensation for such ownership or operation, or driving of same, solely for the purpose of providing transportation services to other persons.

(5) Any person who shall intentionally or knowingly make a false statement on an application in order to obtain a fee-exempt license for a taxicab vehicle or for an exempt taxicab driver's license or who shall seek or obtain compensation for the operation of an exempt taxicab vehicle or who shall drive

or operate or permit to be operated an exempt taxicab vehicle without obtaining the license card and/or license set forth in Subsection B(2) and (3) of this section shall be guilty of a violation and shall be subject to the penalties prescribed in § 1-12 of the Code of Ordinances, and of any and all other applicable laws, codes and rules, including this chapter.

§ 272-[35] 36. Severability.

The provisions of this chapter shall be deemed severable. The finding of the invalidity, illegality or unenforceability of any one or more provisions hereof shall not be deemed to affect the validity of the other sections or provisions of this chapter, as long as the sense thereof remains.

Section 2: This Ordinance shall take effect immediately.

Underlining \_\_\_\_ denotes additions

Brackets [ ] denote deletions

**Bernis Nelson, Corporation Counsel explained that this is to clean up the ordinance that was adopted last year. We are adding clarification language to make sure it is known that this only regulates taxicabs within the City. If the cab is going outside the City, it is not regulated by this Ordinance. Also there was language that was confusing regarding stopping taxicabs to check the proper paperwork which would only be done if there is a problem. These are the only two changes being made.**

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

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

**ADOPTED**

**ORDINANCE NO.: 12 - 2010**

**OF**

**JULY 12, 2010**

**AN ORDINANCE AMENDING SECTION 288-36.1.  
PARKING PROHIBITED DURING STREET CLEANING OPERATIONS  
TO CONFORM CODE TO SIGNAGE**

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

Section 1. Section 288-36.1 "Parking prohibited during street cleaning operations" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 288-36.1. Parking prohibited during street cleaning operations.

A. The City shall be divided into two sections, as defined below:

(1) Section 1: All streets to the [north] south of a line beginning at the western City line and continuing east on Broadway to the intersection of Broadway and West Street continuing north on West Street to the intersection of West Street and South Street continuing east on South Street to the intersection of South Street and Robinson Avenue/Route 9W and continuing south on Robinson Avenue/Route 9W to the intersection of Robinson Avenue/Route 9W and Broadway continuing east along Broadway to the intersection of Broadway and Washington Place and continuing south along Washington Place to the intersection of Washington Place and Washington Street and continuing east on Washington Street to the Hudson River.

(2) Section 2: All streets to the [south] north of a line beginning at the western City line and continuing east on Broadway to the intersection of Broadway and West Street continuing north on West Street to the intersection of West Street and South Street continuing east on South Street to the intersection of South Street and Robinson Avenue/Route 9W and continuing south on Robinson Avenue/Route 9W to the intersection of Robinson Avenue/Route 9W and Broadway continuing east along Broadway to the intersection of Broadway and Washington Place and continuing south along Washington Place to the intersection of Washington Place and Washington Street and continuing east on Washington Street to the Hudson River.

Section 2: This ordinance shall take effect immediately.

Underlining \_\_\_\_\_ denotes additions

Brackets [ ] denote deletions

**Acting City Manager, Richard Herbek explained that this is being changed to match the existing signage.**

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

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

**ADOPTED**

ORDINANCE NO.: 13 - 2010

OF

JULY 12, 2010

AN ORDINANCE AMENDING CHAPTER 103  
OF THE CODE OF ORDINANCES  
ENTITLED "ALARM SYSTEMS" TO ESTABLISH A  
FALSE ALARM APPEALS BOARD

BE IT ORDAINED, by the Council of the City of Newburgh, New York that:

Section 1. Chapter 103 of the City Code of Ordinances entitled "Alarm Systems" be and is hereby amended as follows:

§ 103-16. Right of appeal; time limit.

Any person aggrieved by the decision of the Police Chief or the Fire Chief with reference to the approval or denial of an application for a permit or renewal of the permit or suspension of a permit shall have the right to appeal. An appeal must be perfected within 15 days after notice of the decision or order of suspension by filing with the City Manager a letter of appeal briefly stating therein the basis for the appeal[, together with a filing and processing fee as set forth in Chapter 163, Fees, of this Code].

§ 103-21. False alarms.

A. Any owner or lessee of property having an alarm system on its premises and any user of any services or equipment furnished pursuant to this chapter shall pay to the City of Newburgh, upon receipt of an annual billing statement, a charge for each and every false alarm to which Police or Fire Department personnel respond. There shall be a fee for each charge as set forth in Chapter 163, Fees, of this Code.

B. It shall be a violation of this chapter to intentionally cause a false alarm, and any person who does intentionally cause a false alarm shall be subject to the penalty provisions of this chapter, in addition to other penalties and sanctions as provided by law.

§ 103-22. False Alarm Appeals Board composition and duties; appeal procedures.

A. The City Manager or his designee, Police Chief and Fire Chief shall comprise and serve as a False Alarm Appeals Board having the powers and duties granted to it under this chapter.

B. Any person aggrieved by a decision made pursuant to § 103-21(A) may appeal such charge or penalty by filing a notice of appeal of same with the City Manager, in writing, within 30 days of receipt of the annual billing statement. The written notice of appeal shall state the specific objections to the charges or penalties.

C. A hearing shall be held by the False Alarm Appeals Board on a date, time and location fixed by the Board as soon as practicable. The Board shall notify the appellant by certified mail.

D. The hearing process shall be conducted informally:

(1) The False Alarm Appeals Board shall not be bound by the technical rules of evidence in the conduct of such hearings.

(2) All parties to the hearing shall have the right to present evidence in support of or in opposition to the decision to impose charges or penalties.

E. The decision of the False Alarm Appeals Board shall be based upon the evidence presented and it shall:

(1) Affirm the decision in which case any charge or penalty imposed pursuant to § 103-21A shall be sustained; or

(2) Reverse the decision, in whole or in part, in which case no charge or penalty or a lesser charge or penalty shall be imposed, at the Board's discretion.

§ 103-23. Unpaid charges to become lien.

If any charges, fees or assessments under this chapter are not paid within 30 days of receipt of the annual billing statement, the City may, in addition to or in lieu of other remedies, add such unpaid charges, fees or assessments to the subsequent City property tax levy for the property on which such alarm system is located, to be collected, bear interest, and be enforced as provided by law for other City taxes.

§ 103-24. Grounds for permit suspension or revocation.

The following shall constitute grounds for permit suspension or revocation:

- A. The violation of any of the provisions of this chapter.
- B. The failure to comply with standards or regulations adopted pursuant to § 103-3.
- C. When an alarm system actuates more than four false alarms within 30 days or 10 within one year.
- D. Where the applicant or permittee, his employee or agent has knowingly made any false, misleading or fraudulent statement of a material fact in the application for a permit or in any report or record to be filed with any city agency.
- E. Where the applicant or permittee has had a similar type of permit previously revoked for good cause within the past year, unless the applicant can show a material change in circumstances since the date of revocation.

§ 103-[22] 25. Suspension of permit by Police Chief or Fire Chief.

Any permit issued hereunder may be suspended by the Police Chief or Fire Chief for the grounds listed in § 103-[23] 26.

§ 103-[23] 26. Suspension order and procedure.

- A. The determination of the Police Chief or Fire Chief with regard to matters of suspension shall be appealable in the time and manner set forth in § 103-16.
- B. The Police Chief or Fire Chief, in the case of such suspension, shall serve the permittee with a written order of suspension which shall state the reasons for such suspension. The order shall be effective immediately if personally served or 48 hours after the same has been deposited in the course of transmission in the United States Postal Service.
- C. Immediately upon such an order becoming effective, the permittee shall discontinue the use of any alarm system requiring a permit under this chapter.
- D. If the grounds for suspension is excessive false alarms, as described in § 103-[21] 24C, then the Police Department will not provide a priority response to further alarm signals from the offending alarm system until the Police

Department has received written notification of repairs to correct the offending system.

§ 103-[24] 27. Revocation.

A. The suspension shall become a revocation 15 days after the order of suspension becomes effective, unless the permittee files an appeal of the order of suspension in the manner set forth in

§ 103-16 or complies with an order made pursuant to § 103-[23] 26 D by replacing the system.

B. Where an appeal is filed, the order of suspension shall be stayed pending a determination thereon by the hearing officer who shall act upon the same in the manner set forth in § 103-19. The suspension shall become a revocation if the decision of the hearing officer upholds the suspension. The suspension shall be dissolved immediately if the decision of the hearing officer reverses the suspension.

§ 103-[25] 28. Surrender of permit.

If any permit is revoked, pursuant to this chapter, the permittee shall surrender the permit to the City Clerk.

§ 103-[26] 29. Confidentiality of information.

The information furnished and secured pursuant to this chapter shall be confidential in character and shall not be subject to public inspection and shall be kept so that the contents thereof shall not be known, except to persons charged with the administration of this chapter.

§ 103-[27] 30. Penalties for offenses.

A. Any person who shall violate any of the provisions of this chapter or fail to comply therewith or who shall violate or fail to comply with any order made thereunder shall be punished as provided in § 1-12 for violation of this chapter of the Code of Ordinances of the City of Newburgh.

B. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense.

C. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Section 2. This Ordinance shall take effect immediately.

Underlining \_\_\_\_\_ denotes additions

Brackets [ ] denotes deletions

**Mayor Valentine explained that if someone gets cited for false alarms and they don't agree there is no place to go to dispute it. He noted that the Parking Tribunal which we have sent up eleven times made it through the Senate but it died in the Assembly. That is half a million dollars that we can't collect for another year. Senator Skartados walked the bill through but they would not address it in the New York State Assembly so now we don't have the authority to collect all of that money.**

**Councilwoman Bello said that the whole purpose of an alarm is to go off and many times it goes off because someone threw something against a door or window. It doesn't mean that it didn't happen and then the property owner is penalized for trying to protect themselves.**

**Mayor Valentine said that is the reason it is important to have this board because before there was no one to go to.**

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

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

**ADOPTED**

**RESOLUTION NO.: 150 - 2010**

**OF**

**JULY 12, 2010**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AMENDMENTS TO THE STREET LIGHTING AUTHORITY ORDER  
WITH CH ENERGY GROUP, INC.**

**WHEREAS**, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the installation of a HPS 5800 lamp on pole numbered 193231 located at Downing Park; and

**WHEREAS**, there will be a cost to the City of Newburgh of \$11.09 per quarterly period for this change; and

**WHEREAS**, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the removal of six (6) HPS 16000 lamps on poles numbered 38457, 38458, 38456, 38455, 38454 and 2174 located on Robinson Avenue; and

**WHEREAS**, there will be a credit to the City of Newburgh of \$12.33 each per quarterly period for this change; and

**WHEREAS**, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the installation of thirteen (13) HPS 16000 lamps on poles numbered 88313, 88314, 88315, 88316, 88317, 88318, 88306, 88307, 88308, 88309, 88310, 88311 and 88312 located at Robinson Avenue and Downing Park; and

**WHEREAS**, there will be a cost to the City of Newburgh of \$2.75 each per quarterly period for this change;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached amendments to the Street Lighting Authority Order.

**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**

150-10

CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
610 LITTLE BRITAIN ROAD  
NEW WINDSOR, NY 12553-6114  
(845) 452-2700

STREET LIGHTING AUTHORITY ORDER

CITY OF NEWBURGH  
PO BOX 1030  
NEWBURGH NY 12551-1030

ORDER NO.: H8-02817  
ACCOUNT NO.: 8411-2080-00  
DATE: 06/30/10

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE CITY LGTG, IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE \_\_\_\_\_ (COUNCIL/BOARD) OF THE \_\_\_\_\_ OF \_\_\_\_\_ AT A MEETING HELD ON \_\_\_\_\_, 20\_\_ AS FOLLOWS

ACTION:

INSTALL OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
INSTALL	HPS	5800	193231	A	DOWNING PARK		11.09

FULL CUTOFF FOR ROBINSON AVE REBUILD

- \*\* A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- \*\* B. CUSTOMER OWNED/COMPANY MAINTAINED
- \*\* C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY \_\_\_\_\_ BY \_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_\_ TITLE \_\_\_\_\_

W.O.NO. 6686A      DATE WORK COMPLETED \_\_\_\_\_ BY \_\_\_\_\_

CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 610 LITTLE BRITAIN ROAD  
 NEW WINDSOR, NY 12553-6114  
 (845) 452-2700

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH  
 PO BOX 1030  
 NEWBURGH NY 12551-1030

ORDER NO.: H8-02814  
 ACCOUNT NO.: 8411-2080-00  
 DATE: 06/25/10

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE CITY LGTG , IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE \_\_\_\_\_ (COUNCIL/BOARD) OF THE \_\_\_\_\_ OF \_\_\_\_\_ AT A MEETING HELD ON \_\_\_\_\_, 20\_\_ AS FOLLOWS

ACTION:

INSTALL

OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
REMOVE	HPS 16000	38457	A	151-03	ROBINSON AVE		12.33CR
REMOVE	HPS 16000	38458	A		ROBINSON		12.33CR
REMOVE	HPS 16000	38456	A	151-03	ROBINSON AVE		12.33CR
REMOVE	HPS 16000	38455	A	151-03	ROBINSON AVE		12.33CR
REMOVE	HPS 16000	38454	A	151-01	ROBINSON AVE		12.33CR
REMOVE	HPS 16000	2174	A	151-01	ROBINSON AVE		12.33CR

REM RATE A LIGHTS FOR ROBINSON AVE REBUI

- \*\* A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- \*\* B. CUSTOMER OWNED/COMPANY MAINTAINED
- \*\* C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY \_\_\_\_\_ BY \_\_\_\_\_  
 \_\_\_\_\_, 20 \_\_\_\_\_ TITLE \_\_\_\_\_

N.O.NO. 6686R DATE WORK COMPLETED \_\_\_\_\_ BY \_\_\_\_\_

CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 610 LITTLE BRITAIN ROAD  
 NEW WINDSOR, NY 12553-6114  
 (845) 452-2700

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH  
 PO BOX 1030  
 NEWBURGH NY 12551-1030

ORDER NO.: H8-02815  
 ACCOUNT NO.: 8411-2080-00  
 DATE: 06/25/10

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE CITY LGTG, IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE \_\_\_\_\_ (COUNCIL/BOARD) OF THE \_\_\_\_\_ OF \_\_\_\_\_ AT A MEETING HELD ON \_\_\_\_\_, 20\_\_ AS FOLLOWS

ACTION:

INSTALL OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
INSTALL	HPS 16000	88306	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88307	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88308	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88309	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88310	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88311	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88312	C		ROBINSON & DOWNING		2.75

ROBINSON AVE REBUILD @ DOWNING PARK

- \*\* A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- \*\* B. CUSTOMER OWNED/COMPANY MAINTAINED
- \*\* C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY \_\_\_\_\_ BY \_\_\_\_\_  
 \_\_\_\_\_, 20\_\_\_\_ TITLE \_\_\_\_\_

W.O.NO. \_\_\_\_\_ DATE WORK COMPLETED \_\_\_\_\_ BY \_\_\_\_\_

J8-96424

CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 610 LITTLE BRITAIN ROAD  
 NEW WINDSOR, NY 12553-6114  
 (845) 452-2700

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH  
 PO BOX 1030  
 NEWBURGH NY 12551-1030

ORDER NO.: H8-02816  
 ACCOUNT NO.: 8411-2080-00  
 DATE: 06/25/10

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE CITY LGTG IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE \_\_\_\_\_ (COUNCIL/BOARD) OF THE \_\_\_\_\_ OF \_\_\_\_\_ AT A MEETING HELD ON \_\_\_\_\_, 20\_\_ AS FOLLOWS

ACTION:

INSTALL OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
INSTALL	HPS 16000	88313	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88314	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88315	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88316	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88317	C		ROBINSON & DOWNING		2.75
INSTALL	HPS 16000	88318	C		ROBINSON & DOWNING		2.75

ROBINSON AVE REBUILD @ DOWNING PARK

- \*\* A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- \*\* B. CUSTOMER OWNED/COMPANY MAINTAINED
- \*\* C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY \_\_\_\_\_ BY \_\_\_\_\_  
 \_\_\_\_\_, 20 \_\_\_\_\_ TITLE \_\_\_\_\_

W.O.NO. \_\_\_\_\_ DATE WORK COMPLETED \_\_\_\_\_ BY \_\_\_\_\_

58-96424

**RESOLUTION NO.: 151 - 2010**

**OF**

**JULY 12, 2010**

**A RESOLUTION AMENDING RESOLUTION NO.: 187-2009  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN  
AGREEMENT WITH CONSOLIDATED TECHNOLOGIES, INC. FOR THE  
PURPOSE OF PROVIDING NEW TELEPHONE EQUIPMENT TO UPGRADE  
THE CURRENT SYSTEM AND TO EXECUTE A NEW LEASE WITH AVAYA  
FINANCIAL SERVICES FOR THE PURPOSES OF FINANCING THE  
UPGRADED TELEPHONE SYSTEM**

**WHEREAS**, the City Council, by Resolution No.: 187-2009 of December 14, 2009, authorized the City Manager to enter into an agreement with Consolidated Technologies, Inc. for the purpose of providing new telephone equipment to upgrade the current system and to execute a new lease with Avaya Financial Services for the purposes of financing the upgraded system; and

**WHEREAS**, the cost for the upgraded system was authorized in the amount of \$2,561.48 per month; and

**WHEREAS**, it has recently been brought to the City's attention that such cost will instead be \$2,645.60 per month; and

**WHEREAS**, it is necessary and appropriate for the City Council to authorize the additional expenditure; and this Council has determined that such authorization is in the best interests of the City;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Resolution No.: 187-2009 of December 14, 2009, be and is hereby amended to authorize the increased monthly amount from \$2,561.48 to \$2,645.60.

**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.: 152 - 2010**

**OF**

**JULY 12, 2010**

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

**BE IT RESOLVED** that Resolution No: 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended regarding amendments to the General Fund, as set forth on the spreadsheets attached hereto.

**Acting City Manager, Richard Herbek said that these are for budget modifications which are a good practice to do as the year progresses.**

**Mayor Valentine said that this is not an increase in spending.**

**Christine Mitchell, City Comptroller said that the net result is a decrease to the overall revenue that was estimated at 1.34 million dollars and an increase in expenditures of \$954,370.00**

**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**

152-10

A1230

City Manager's Office

Staff sickday payout

	Account	Increase	Offset
Severance	A1230.0106	12,550	
SS	A1230.0830	960	
Mercer Group balance	Other Svcs A1230.0448	<u>13,723</u>	
		27,233	

Contingency A1900.1990 27,233

A1315

Comptroller's Office

Comptroller's Salary to 12/31

Intern

Acct Clerk

P/r Cleck

	Account	Increase
1) Comptroller	A1315.101	59,354
Temporary	A1315.110	4,550
Overtime	A1315.103	8,000
Severance	A1315.106	10,110
SS	A1315.830	6,505
MTA	A1990.1980	285
Retirement	A1315.0810	11,860
H Ins Wvr	A1315.0860	2,995
Dntl & Opt	A.8000.0880	<u>1,009</u>
Total		104,668

Expense

Acct. 1900.1990

Contingency Account 104,668

A3120

Police Department

Regular Overtime

Used 2010 488109

Balance 300123

7-9/09 est 356500

9/10 balance -56377

10-12/10 -255000

-311377

Say 315000

2)	Account	Increase
Overtime	A3120.103	315,000
SS	A3120.0830	24,100
MTA	A.1900.1980	1,075
Ret	A.3120.0815	<u>56,700</u>
Total		396,875

Expense

Acct. 1900.1990

Contingency Account 396,875

New Budget

2010 1,103,232

Actual 2009 1,287,845

Actual 2008 1,292,329

Narcotics Overtime

Used 2010 58,633

Balance 16,367

2008 Actual 137,741

2009 Actual 194,908

Add 60,000

New total 135,000

3)	Account	Increase
Overtime	A3120.109	60,000
SS	A3120.0830	4,590
MTA	A.1900.1980	204
Ret	A.3120.0815	<u>10,800</u>
Total		75,594

Expense

Acct. 1900.1990

Contingency Account 75,594



Pilot Payments		Acct#A.1081
Budget	2010	700,000
Actual	2010	<u>270,918</u>
	Adjustment	<u>429,082</u>

Consumer Utilities Tax		Acct# A..1111
Received	1-6/10	580,377
	1-6/09	<u>617,929</u>
	Percentage	0.94
Total	2009	1,199,530
	Percentage	0.94
Estimate	2010	1,126,634
Budget	2010	<u>1,300,000</u>
	Adjustment	<u>-173,366</u>

Sales Tax		Acct#A.1120
	1-8/10	1956485
	1-6/09	<u>1979892</u>
	Percentage	0.99
Total	2009	8075723
	Percentage	0.99
Estimate	2010	7,980,249
Budget	2010	<u>8,139,122</u>
	Adjustment	<u>-158,873</u>

Police Fees		Acct#1520
Total	2009	78,355
Budget	2010	<u>250,000</u>
	Adjustment	<u>-171,645</u>

Prisoner Transportation		Acct#2260
Budget	2010	390,177
billed 1/1-7/31 2010		<u>225,435</u>
Arrangement Ended		<u>-164,742</u>
7/31/2010		

1) Decrease Estimated Pilot Revenue and adjust balance to individual accounts			
	Decrease	Increase	Offset
A..1081 Pilot total	700,000		
A.1081.0005 Burton Towers		102,313	
A..1081.0015 Voisins		53,109	
A.1081.0020 Hud Heritage		12,306	
A.1081.0025 Bourne & Kenney		39,745	
A.1081.0080 Safe Harbors		16,965	
A.1081.0100 Varick Homes		46,480	
A.1900.1990 Contingency Acct			429,082

2) Decrease Estimated 2010 Consumer Utilities Tax Revenue			
Acct	Decrease		
A..1111			
Consumer Utilities Tax	173,370		
Expense			
Acct.1900.1990			
Contingency Account			173,370

3) Decrease Estimated 2010 Sales Tax Revenue			
A..1120	Decrease		
Sales Tax	158,875		
Expense			
Acct.1900.1990			
Contingency Account			158,875

4) Decrease Estimated 2010 Police Fee Revenue			
A.1520	Decrease		
Police Fees	171,645		
Expense			
Acct.1900.1990			
Contingency Account			171,645

5) Decrease Estimated 2010 Prisoner Transportation Revenue			
A.2260	Decrease		
Prisoner Transportation	164,742		
Expense			
Acct.1900.1990			
Contingency Account			164,742

Revenue Sharing (AIM) Acct#3001

Budget	2010	4,848,886
Actual will be 2010		<u>4,606,442</u>
Adjustment		<u><u>-242,444</u></u>

6) Decrease in NYS AIM payment

	Decrease	
A..3001 Revenue Sharing	242,444	
Expense		
Acct.1900.1990		
Contingency Account		242,444
Total Revenue Offset to Contingency Line		1,340,158

**RESOLUTION NO.: 153 - 2010**

**OF**

**JULY 12, 2010**

**A RESOLUTION AMENDING RESOLUTIONS 185-2009, THE 2010 BUDGET OF THE CITY OF NEWBURGH; 129-2010, DWIGHT HADLEY CONSULTING SERVICES; 131-2010, CONSOLIDATED IRON AND METAL SITE MANAGEMENT PLAN; 141-2010, NEW YORK STATE DEPARTMENT OF TRANSPORTATION FERRY SERVICE AGREEMENT; AND 145-2010, TRANSITIONAL JOBS PROGRAM**

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York that resolutions 185-2009, the 2010 Budget of the City of Newburgh; 129-2010, Dwight Hadley Consulting Services; 131-2010, Consolidated Iron and Metal Site Management Plan; 141-2010, New York State Department of Transportation Ferry Service Agreement; and 145-2010, Transitional Jobs Program are hereby amended in the form attached hereto.

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

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

**ADOPTED**

RESOLUTION #129-2010  
 J DWIGHT HADLEY  
 CONSULTING SERVICES

	HOURS PER WK	RATE	# WEEKS	EXPENDITURES	OFFSET	FUND	DEPT	ITEM	PROJ
CONSULTING SVCS	17	\$ 70.00	28	\$ 33,320.00		A	1315	455	
6/20-12/31/2010									
MISC EXPENSES **		\$ 580.00	28	\$ 16,240.00		A	1315	455	
Contingency Account					49,560	A	1900	1990	
EST COST FOR PERIOD: 6/20-12/31/2010				<u>\$ 49,560.00</u>	<u>\$ 49,560.00</u>				

\*\*MISC EXPENSES: MILEAGE, HOTEL, TOLLS & FOOD

01-551

Resolution 131-2010  
 PROFESSIONAL ENVIRONMENTAL/ENGINEERING SERVICES  
 SITE MANAGEMENT PLAN  
 CONSOLIDATED IRON & METAL SITE

	EXPENDITURES	Offset	FUND	DEPT	ITEM	PROJ
Judgements & Claims	8,985.00		A	1900	1930	1
Contingency Account		8,985.00	A	1900	1990	
	8,985.00	8,985.00				

Resolution 141-2010

NYS DOT

SUPPLEMENTAL AGREEMENT #2  
FEDERAL ASSISTANCE AS RELATED TO FERRY SERVICE  
BETWEEN NEWBURGH & BEACON

	EXPENDITURES	REVENUES	FUND	DEPT	ITEM	PROJ
DOCK ACCESS & PARKING	841,000.00		CG	5655	457	
IMPROVEMENTS TO STRUCTURE	145,000.00		CG	5655	205	
ADMINISTRATIVE	45,000.00		CG	5655	448	
STATE SHARE		207,000.00	CG	5655	3840	
FEDERAL SHARE		824,000.00	CG	5655	4597	
TOTAL	<u>\$ 1,031,000.00</u>	<u>1,031,000.00</u>				

Resolution 145-2010

Transitional Jobs Program  
 Federal Funds through Orange County  
 10 people for 35hrs at \$10/hr for 7 weeks

	Expenditures	Revenues	FUND	DEPT	ITEM	PROJ	LOCATION
Wages	24,500		CG	8684	101	3000	2010
SS	1,875		CG	8684	830	3000	2010
MTA	85		CG	8684	1980	3000	2010
Transitional Jobs Program		24,500	CG	8684	4291	3000	2010
General Fund Contribution		1,960	CG	8684	5031	3000	2010
<b>TOTAL</b>	<b>26,460</b>						
		<b>26,460</b>					

	Expenditure	Offset				
General Fund	1,960		A	9901	0009	
Operating Transfer		1,960	A	1900	1990	
Contingency	1,960					
<b>Total</b>	<b>1,960</b>	<b>1,960</b>				

**RESOLUTION NO.: 154 - 2010**

**OF**

**JULY 12, 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 the spreadsheet attached hereto ("Police Grants"), and to amend the 2010 Budget of the City to properly budget therefor, 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 Police Grants as set forth on the spreadsheet attached hereto.

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

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

**ADOPTED**

154-10

Police Grants for Approval 7/12/10

POLICE GRANTS PROJECT CODES 3000-3999 RANGE

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

	Expenditures	Revenues	FUND	DEPT	ITEM	PROJ	LOCATION
U.S. Department of Justice							
COPS Hiring Recovery Program							
CFDA #16.710							
Grant #2009RKWX0653							
COPS-CHRP-2009-1							
Salary \$645,908							
Fringe \$291,572							
Total Award \$937,480,							
\$234,370 Per Officer (4)							
7/1/09-6/30/2012							
Officer Salaries	598,978		CG	3120	101	3004	2009
Shift Pay	11,440		CG	3120	104	3004	2009
Officer Holiday Pay	33,971		CG	3120	105	3004	2009
Officer Longevity	2,375		CG	3120	107	3004	2009
Officer Overtime	53,631		CG	3120	130	3004	2009
Officer Retirement	140,080		CG	3120	815	3004	2009
Officer Social Security	53,585		CG	3120	830	3004	2009
Officer Health Insurance	135,647		CG	3120	860	3004	2009
Officer Dental Optical	5,375		CG	3120	880	3004	2009
Officer Life Insurance	1,509		CG	3120	890	3004	2009
Officer WC payments	27,652		CG	3120	452	3004	2009
Officer Unemployment	5,531		CG	3120	430	3004	2009
Officer MTA Tax	2,385		CG	3120	1980	3004	2009
U.S. Department of Justice		937,480	CG	3120	4322	3004	2009
General Fund Contribution		134,679	CG	3120	5031	3004	2009
Total Grant Activity	<u>1,072,159</u>	<u>1,072,159</u>					

General Fund	Expenditure	Offset				
Operating Transfer	134679		A	9901	0009	
Contingency		134679	A	1900	1990	
Total	<u>134679</u>	<u>134679</u>				

Impact VI Grant							
NYS DCJS 7/01/09-6/30/10							
	Expenditures	Revenues	FUND	DEPT	ITEM	PROJ	LOCATION
Officer & Analyst Salaries	253,645		CG	3120	101	3005	2009
Officer Retirement	36,705		CG	3120	815	3005	2009
Officer Social Security	19,375		CG	3120	830	3005	2009
Officer Health Insurance	18,967		CG	3120	860	3005	2009
Training	2,000		CG	3120	463	3005	2009
NYS DCJS		330,692	CG	3120	3323	3005	2009

Total	<u>330,692</u>	<u>330,692</u>
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Byrne Justice Assistance  
Initiative 7/1/09-6/30/10

Violent Crime Suppresion

	<u>Expenditures</u>	<u>Revenues</u>	<u>FUND</u>	<u>DEPT</u>	<u>ITEM</u>	<u>PROJ</u>	<u>LOCATION</u>
Officer Overtime	50,000		CG	3120	130	3006	2009
Retirement	9,000		CG	3120	815	3006	2009
Social Security	3,825		CG	3120	830	3006	2009
MTA Tax	170		CG	3120	1980	3006	2009
Byrne JAG through NYDCJS		50,000	CG	3120	4290	3006	2009
General Fund Contribution		12,995	CG	3120	5031	3006	2009
Total	<u>62,995</u>	<u>62,995</u>					

General Fund

Operating Transfer

Contingency

Total

	<u>Expenditure</u>	<u>Offset</u>		
Operating Transfer	12,995		A	9901 0009
Contingency		12,995	A	1900 1990
Total	<u>12,995</u>	<u>12,995</u>		

**RESOLUTION NO.: 155 - 2010**

**OF**

**JULY 12, 2010**

**A RESOLUTION ESTABLISHING BUDGET LINES FOR  
THE CDBG BUDGET FOR FISCAL YEAR 2010 AS ADOPTED  
BY RESOLUTION NO.: 172-2009**

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York does hereby establish budget lines for the CDBG budget for the year 2010 as adopted by Resolution No.: 172-2009, as set forth on the annexed spreadsheet.

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

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

155-10

CODE	ITEM	BUDGET AMOUNT
<b>ADMINISTRATION</b>		
8686.0101.8000.2010	Salaries	\$ 61,606.00
8686.0101.8000.2010	Salaries / COMPTROLLER	\$ 30,102.00
8686.0107.8000.2010	Longevity	\$ 1,700.00
8686.0106.8000.2010	Severance	\$ -
8686.0102.8000.2010	Part-time	\$ -
8686.0810.8000.2010	CSEA State Retirement	\$ 8,611.00
8686.0830.8000.2010	Social Security	\$ 7,502.00
8686.0860.8000.2010	Health Insurance	\$ 7,348.00
8686.0870.8000.2010	Life/DBL Insurance	\$ 218.00
8686.0891.8000.2010	Employee Assistance Program	
8686.0892.8000.2010	Worker's Compensation	
8686.1980.8000.2010	MTA TAX	\$ 335.00
8686.0880.8000.2010	Dental	\$ 965.00
8686.0110.8000.2010	Temporary	\$ 6,380.00
8686.0421.8000.2010	Telephone	\$ 929.50
8686.0441.8000.2010	Printing	\$ 1,000.00
8686.0413.8000.2010	Office Supplies/Postage	\$ 4,000.00
8686.0443.8000.2010	Equipment/Repairs-Maintenace	
8686.0444.8000.2010	Rental of Equipment	\$ 500.00
8686.0461.8000.2010	Travel	
8686.0453.8000.2010	Dues & Subscriptions	
8686.0463.8000.2010	Education/Training	\$ 2,000.00
	Contractual Services	\$ 6,204.50
8686.0101.8000.2010	Advertising	
8686.0101.8000.2010	Audit Services	\$ 10,000.00
<b>TOTAL</b>		<b>\$ 149,401.00</b>
<b>Clearance</b>		
8686.0000.8010.2010	General	\$ 70,000.00
<b>TOTAL</b>		<b>\$ 70,000.00</b>
<b>Workforce Development/Job Training</b>		
8686.0000.8020.2010	General	\$ 75,000.00
8686.0101.8020.2010	Salaries	
8686.0107.8020.2010	Longevity	
8686.0106.8020.2010	Severance	
8686.0102.8020.2010	Part-time	
8686.0810.8020.2010	CSEA State Retirement	
8686.0830.8020.2010	Social Security	
8686.0860.8020.2010	Health Insurance	
8686.0870.8020.2010	Life/DBL Insurance	
8686.0891.8020.2010	Employee Assistance Program	
<b>TOTAL</b>		<b>\$ 75,000.00</b>

**Historic Preservation/Façade Improvement**

8686.0000.8030.2010	General		
8686.0102.8030.2010	Salaries Part time	\$	22,427.00
8686.0107.8030.2010	Longevity		
8686.0106.8030.2010	Severance		
8686.0102.8030.2010	Part-time		
8686.0810.8030.2010	CSEA State Retirement		
8686.0830.8030.2010	Social Security	\$	1,716.00
8686.0860.8030.2010	Health Insurance		
8686.0870.8030.2010	Life/DBL Insurance		
8686.0891.8030.2010	Employee Assistance Program		
8686.1980.8030.2010	MTA TAX	\$	76.00
8686.0413.8030.2010	Supplies	\$	1,208.00
8686.0448.8030.2010	Other Services/Façade Improvement	\$	50,000.00
<b>TOTAL</b>		<b>\$</b>	<b>75,427.00</b>

**Community Policing**

8686.0000.8040.2010	General		
8686.0101.8040.2010	Salaries		
8686.0107.8040.2010	Longevity		
8686.0106.8040.2010	Severance		
8686.0102.8040.2010	Part-time		
8686.0810.8040.2010	CSEA State Retirement		
8686.0830.8040.2010	Social Security		
8686.0860.8040.2010	Health Insurance		
8686.0870.8040.2010	Life/DBL Insurance		
8686.0891.8040.2010	Employee Assistance Program		
8686.0448.8040.2010	Other Services/Cameras & Supplies	\$	12,000.00
<b>TOTAL</b>		<b>\$</b>	<b>12,000.00</b>

**Shade Tree Planting**

8686.0000.8050.2010	General	\$	5,000.00
8686.0101.8050.2010	Salaries		
8686.0107.8050.2010	Longevity		
8686.0106.8050.2010	Severance		
8686.0102.8050.2010	Part-time		
8686.0810.8050.2010	CSEA State Retirement		
8686.0830.8050.2010	Social Security		
8686.0860.8050.2010	Health Insurance		
8686.0870.8050.2010	Life/DBL Insurance		
8686.0891.8050.2010	Employee Assistance Program		
<b>TOTAL</b>		<b>\$</b>	<b>5,000.00</b>

**Home Owner Rehab**

8686.0000.8060.2010	General	\$	123,000.00
8686.0101.8060.2010	Salaries	\$	38,943.00
8686.0107.8060.2010	Longevity	\$	688.00
8686.0106.8060.2010	Severance		
8686.0102.8060.2010	Part-time		

8686.0810.8060.2010	CSEA State Retirement	\$	5,063.00
8686.0830.8060.2010	Social Security	\$	2,979.00
8686.0860.8060.2010	Health Insurance	\$	3,674.00
8686.0870.8060.2010	Life/DBL Insurance	\$	138.00
8686.0880.8060.2010	Dental	\$	527.00
8686.1980.8060.2010	MTA Tax	\$	133.00
8686.0891.8060.2010	Employee Assistance Program		
8686.0441.8060.2010	Printing	\$	1,005.00
8686.0413.8060.2010	Office Supplies/Postage	\$	2,000.00
<b>TOTAL</b>		<b>\$</b>	<b>178,150.00</b>

**Renter Rehab**

8686.0000.8070.2010	General	\$	200,000.00
8686.0101.8070.2010	Salaries	\$	25,284.00
8686.0107.8070.2010	Longevity		
8686.0106.8070.2010	Severance		
8686.0102.8070.2010	Part-time		
8686.0810.8070.2010	CSEA State Retirement	\$	3,373.00
8686.0830.8070.2010	Social Security	\$	1,985.00
8686.0860.8070.2010	Health Insurance	\$	3,674.00
8686.0870.8070.2010	Life/DBL Insurance	\$	92.00
8686.0891.8070.2010	Employee Assistance Program		
8686.0880.8070.2010	Dental	\$	527.00
8686.1980.8070.2010	MTA Tax	\$	88.00
<b>TOTAL</b>		<b>\$</b>	<b>235,023.00</b>

**Strong Neighborhood/Strong Families**

8686.0000.8080.2010	General	\$	9,600.00
8686.0101.8080.2010	Salaries		
8686.0107.8080.2010	Longevity		
8686.0106.8080.2010	Severance		
8686.0102.8080.2010	Part-time		
8686.0810.8080.2010	CSEA State Retirement		
8686.0830.8080.2010	Social Security		
8686.0860.8080.2010	Health Insurance		
8686.0870.8080.2010	Life/DBL Insurance		
8686.0891.8080.2010	Employee Assistance Program		
8686.0448.8080.2010	Other Services	\$	22,816.00
8686.0448.8080.2010	Other Services - Transportation	\$	1,400.00
<b>TOTAL</b>		<b>\$</b>	<b>33,816.00</b>

**TOTAL 2010 BUDGET expenditures** \$ 833,817.00

**8686.2170.0001 CDBG Program Revenue** \$833,817.00

Adjusting CDBG wages and related benefits out of General Fund		Decrease budget
	Planning & Development	Expenditures
A.8684.0101	Salaries	\$ 125,833.00
A8684.0102	Salaries Part Time	\$ 22,427.00

A8684.0107	Longevity	\$	2,388.00
A8684.0810	CSEA Retirement	\$	17,047.00
A8684.0830	Social Security	\$	11,879.00
A8684.0860	Health Insurance	\$	14,696.00
A8684.0870	Life/DBL Insurance	\$	448.00
A1900.1980	MTA Tax	\$	556.00
A.8684.0880	Dental & Optical	\$	2,019.00
	TOTAL	\$	197,293.00
A.1900.1990	Contingency	\$	197,293.00

**RESOLUTION NO.: 156 - 2010**

**OF**

**JULY 12, 2010**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT ON BEHALF OF THE CITY OF NEWBURGH  
A GRANT FROM THE FEDERAL EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE PROGRAM IN THE AMOUNT OF \$100,000.00  
WITH NO CITY MATCH REQUIRED**

**WHEREAS**, the City of Newburgh Police Department has been advised that they will receive grant funding aimed at enhancing crime-suppression within the City; and

**WHEREAS**, said grant funds shall come from the Edward Byrne Memorial Justice Assistance Program which are appropriated in the state's annual budget; and

**WHEREAS**, there is no City match required; and

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

**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 a grant on behalf of the City of Newburgh from the Federal Edward Byrne Memorial Justice Assistance Program in the amount of \$100,000.00 with no City match required.

**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.: 157 - 2010**

**OF**

**JULY 12, 2010**

**A RESOLUTION AMENDING RESOLUTION NO.: 140-2010  
AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS  
IN SUPPORT OF THE CITY OF NEWBURGH'S FOURTH OF JULY  
CELEBRATION AND FURTHER AUTHORIZING THE EXECUTION  
OF A CONTRACT WITH LEGION FIREWORKS CO., INC. FOR  
THE DISPLAY OF JULY 4, 2010**

**WHEREAS**, this Council, by Resolution No.: 140-2010 of June 14, 2010, authorized the City Manager to accept donations in support of the City of Newburgh's Fourth of July Celebration and further authorized the execution of a contract with Legion Fireworks Co., Inc. for the display of July 4, 2010 in the amount of \$7,250.00 subject to the total amount of \$7,250.00 being raised for such event; and

**WHEREAS**, many individuals and institutions came forth and made donations in support of the July 4<sup>th</sup> Fireworks Display; and

**WHEREAS**, the total donations received amounted to \$8,250.00; and it was determined that the extra One Hundred (\$100.00) Dollars donated should be expended for additional fireworks;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations in the amount of \$8,250.00 with the appreciation and thanks of this Council and the City of Newburgh; and

**BE IT FURTHER RESOLVED**, that, in light of the funds successfully raised, the City Manager be and he is hereby authorized to enter into a revised contract with Legion Fireworks Co., Inc. in the amount of \$8,250.00 for the July 4, 2010 Fireworks Display.

**Councilwoman Angelo said that the fireworks were originally supposed to cost \$7,250.00 but when the money kept coming in she asked them to push for \$8,000.00 which was a tremendous fireworks show. She thinks there might still be some money coming in.**

**Mayor Valentine said that that gives you a starting fund for next year.**

**Acting City Manager, Richard Herbek said that the money could be put into a trust fund.**

**Mayor Valentine noted that everyone who donated was listed on a board for public review and if not for Deputy Mayor Regina Angelo these fireworks would not have happened.**

**Councilwoman Angelo said that the community came through.**

**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.: 158 - 2010  
OF  
JULY 12, 2010**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF NEWBURGH  
APPROVING AN AGREEMENT WITH  
SUB-RECIPIENTS OF FY 2009 COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS**

**WHEREAS**, this Council approved the allocation of Community Development Block Grant ("CDBG") funds to specific sub-grantees from the FY 2009 entitlement funds; and

**WHEREAS**, upon authorization for the release of funds by HUD, funds will be made available to the sub-recipients; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute an agreement between the City of Newburgh and the following sub-recipients funds for these specific activities:

Best Resources	\$20,000
<i>Education and development program: Bilingual ESL, GED and basic education classes targeted at youth high at risk in joining gangs.</i>	
YMCA Leaders Club	\$10,000
<i>Leaders Club: Mentoring of youth and development of teen role models</i>	
Boys & Girls Clubs of Newburgh – Newburgh Performing Arts Academy & Glenn E Hines Memorial Boys and Girls Club	\$10,000
<i>Gang Prevention through targeted outreach. "At-Risk" youth are directed to positive alternatives, and learn about violence prevention.</i>	

**Councilman Dillard noted that this money was allocated for gang prevention here in the City of Newburgh so our young people will have some positive things to do.**

**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**

158-10

AGREEMENT

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

BY AND BETWEEN:

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

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

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

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

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

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

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

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

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

and;

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

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

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

#### ARTICLE I. SCOPE OF SERVICES

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

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

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

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

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

## ARTICLE II. TERMS OF CONTRACT

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

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

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

## ARTICLE IV. PROGRAM DOCUMENTATION

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

## ARTICLE V. COMPENSATION

- (1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed **Seven Thousand Five Hundred (\$7,500.00) DOLLARS** as full payment for all services rendered by the Sub-grantee during the period of this agreement. The adopted budget of the Sub-grantee is annexed hereto as Attachment "2".

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

**ARTICLE VI. METHOD OF PAYMENT**

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

\_\_\_\_\_ monthly  
\_\_\_X\_\_\_ quarterly  
\_\_\_\_\_ semi-annual

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

(a) The sum of Zero (\$0) DOLLARS during the first month of the approved program as start up costs; and

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

period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15<sup>th</sup> of the month. In no event shall such expenditures exceed \$7,500 unless prior written approval of the excess expenditure of funds is obtained from the Executive Director of the City.

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

**ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY**

(1) In carrying out the obligation of this Contract, the Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

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

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

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

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

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

#### ARTICLE IX. RECORDS AND REPORTS

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

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

#### ARTICLE X. AUDITS

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

(2) The Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained

for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

**ARTICLE XI. CONFIDENTIALITY**

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

**ARTICLE XII. FACILITIES AND PERSONNEL**

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

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

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

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

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

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

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with

respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

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

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

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

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

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

#### ARTICLE XVII. CHANGES AND MODIFICATIONS

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

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

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

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

#### ARTICLE XIX. INDEMNIFICATION

(1) The Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is cause by, results from,

arises out of or occurs in connection with any act, or failure to act, of the Sub-grantee or its agents, sub-contractors, servants or employees.

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

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

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

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

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

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

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

**BODILY INJURY LIABILITY**

Each Person  
\$1,000,000

Each Accident  
\$3,000,000

**PROPERTY DAMAGE LIABILITY**

Each Accident  
\$250,000

Aggregate  
\$250,000

**ATTACHMENT I**  
**Reporting Requirements**

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

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

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

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

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

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

Cost/Item	Approved/Allocated Budget FY 2005 CDBG		Funding Spent During Reporting Period			Balance	
	Lead Applicant (a)	Co- Applicant (b)	Lead Applicant (d)	Co- Applicant (e)	Lead Applicant (a-d)	Co- Applicant (b-e)	Total (c-f)
<b>Personnel Costs (including applicable benefits)</b>							
Lead Trainer (\$15hr x 6hrs/wk for 36 wks)							
Co-Trainer/Trainee (\$12hr x 3hrs/wk for 36 wks)							
<b>Total Personnel Costs:</b>							
<b>Office Services (rent, telephone, utilities)</b>							
Supplies (consumable materials)							
Equipment: \$750 computer upgrade, \$300 printer, \$300 digital/video camera							
Contractual services, i.e. workshop leaders, trainers, special service providers, other subcontractors: \$1,200 to purchase program, \$100 to purchase Microsoft Office							
Travel							
Printing/Copying/Postage							
Other operational expenses (list here)							
<b>Total Program Operating Expenses:</b>							
<b>Grand Total</b>							

ATTACHMENT III  
Proposed Scope/Program

**RESOLUTION NO.: 159 - 2010**

**OF**

**JULY 12, 2010**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO A CONTRACT WITH HAROFF AUCTION & REALTY,  
INC./ABSOLUTE AUCTIONS & REALTY, INC. TO CONDUCT A  
PUBLIC AUCTION OF CITY OWNED PROPERTIES**

**WHEREAS**, the City of Newburgh has acquired title to several parcels of real property by foreclosing *in rem* in various years and through other sources of title; and

**WHEREAS**, the City of Newburgh desires to dispose of certain properties at public auction; and

**WHEREAS**, the City of Newburgh has determined that it is in the best interests of the City to retain a professional auction company to conduct the public auction of City owned property;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement, in a form subject to approval of Corporation Counsel with such other terms and conditions as the City Manager and Corporation Counsel may require, with Haroff Auction & Realty, Inc./Absolute Auctions & Realty, Inc. for services in connection with a public auction.

**Councilwoman Bell moved to table the resolution. There was no second.**

**Mayor Valentine said that if we don't do an auction this year or have a mechanism in place we are taking fifty more properties so what are we going to do with them?**

**Councilwoman Bell said that PACE is doing a study to try to get a handle on the neglected and abandoned properties and she wanted to see that to a conclusion before we do the same old thing. She is tired of seeing these eyesores sucking the life out of our community.**

Mayor Valentine asked Corporation Counsel if we don't do this tonight can we do it later?

Bernis Nelson, Corporation Counsel said that in August we will have a presentation of all of the properties that are appropriate for auction and those that we wish to land bank will not be on that auction list. This resolution was recommended to be done now because the auction company wanted to look at some of these properties and they won't do any marketing of them until the Council decides exactly which properties will be auctioned.

Councilwoman Bell said that in the past when they had properties on the list it cost us a lot of money to get them off. She told her colleagues to do what they feel but she will be voting "no".

Councilwoman Bello said that she thinks if we delay we may end up losing out. We need to get the ball rolling on this because we are in dire financial straits and we need as much income as possible so she would hate to see this delayed.

Councilman Dillard said that he doesn't think that from this meeting to the next meeting in August that we will lose too much in terms of gathering more information.

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

Ayes -Councilwoman Angelo, Councilwoman Bello, Mayor Valentine-3

Nays - Councilwoman Bell, Councilman Dillard - 2

**ADOPTED**

**RESOLUTION NO.: 160 - 2010**

**OF**

**JULY 12, 2010**

**A RESOLUTION TO AUTHORIZE THE COMMENCEMENT OF  
LITIGATION AGAINST McGOEY, HAUSER & EDSALL,  
CONSULTING ENGINEERS, P.C. AND WILLIAM J. HAUSER,  
INDIVIDUALLY, REGARDING THE CITY COURT FACILITY,  
BROADWAY SCHOOL**

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, hereby authorizes litigation against McGoey, Hauser & Edsall, Consulting Engineers, P.C. and William J. Hauser, individually regarding the City Court Facility, Broadway School.

**Councilwoman Bell 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.: 162 - 2010**

**OF**

**JULY 12, 2010**

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

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

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

**WHEREAS**, this Council desires to amend said Resolutions,

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

**Grade 6**

~~Community Development Director~~

**Grade 5**

Community Development Director; and

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

**Director of Planning and Development:** increase annual salary from \$77,886 to \$82,388 (\$38,943 for 1/1 - 12/31/10 and \$43,445 for 7/1 - 12/31/10) - funded 50% from General Fund and 50% from CDBG

**Director of Community Development:** add position and establish salary at \$36,220 for 7/1 - 12/31/10 - funded 100% from CDBG

**Community Development Specialist:** delete position and annual salary at \$51,890

~~Strikethrough~~ denotes deletion

Underlining denotes addition

Acting City Manager, Richard Herbek explained that when Bob McKenna resigned in 2009, Lourdes Zapata was hired at a salary of \$91,462.00. When she left after six months, Acting City Manager, Dwight Douglas appointed Courtney Kain to head up on an acting basis as the Planning and Development Director. His intent at that time was to pay her \$91,462.00 but she did not want that and would accept the position on an acting basis for \$77,846.00 which is a Grade 5 Step 4 position. We have now hired Ed Lynch at a starting salary of \$86,889.00 with no health or insurance costs. When we hire someone, we have to fill out personnel action forms which he did for Mr. Lynch and then took a look at where to place Ms. Kain. The place he felt that was appropriate was the Director of Community Development but he wanted to keep the salary the same. She has done an outstanding job and has been in the position for a year now and has accomplished much to assist the City of Newburgh. She rescued the West Med Tech Economic Development grant which was in the process of going down the tubes which was over \$800,000.00. He felt that this was the way to do this; to have her in that position but to retain that salary. When we prepared the budget we didn't know how all of this was going to pan out at that time and changes were made. There are sufficient funds within that particular budget with transfers to pay for both of these positions. The Community Development position will be funded 100% through CDBG funds and the Planning & Development position will be funded 50% from the General Fund and 50% from CDBG. He is trying to do his best to manage the city and he thought that this decision was in the city's long term best interest. That it was appropriate and fair because we certainly need the continuing expertise and assistance from Ms. Kain and we also need the help from Mr. Lynch. There is plenty of work that needs to be done in that department and Mr. Lynch who will be the Department Head is in the process of understanding what everyone does and working with personnel. We have a game plan and he thought that this was the best way to handle it so he recommends action on this particular resolution.

Councilwoman Bell said that the other night when this was brought forward she proposed that they have a dialogue about it but the City Manager refused and stated that this was something he decided and that was that. She told the City Manager very clearly that she is in support of Ms. Kain and she thinks that she is a gem but she had questions as to why he needed to bring

her into the position at \$77,000.00 instead of at the beginning of the range. Mr. Lynch is making \$86,000.00 with no benefits. At \$77,000.00 with 40% fringe she is probably making more than he is. She thinks that Ms. Kain would have been happy with a lower salary and she didn't see why we couldn't have a dialogue about that. Ultimately she thinks that these types of decisions need to come before the Council. Consensus building is very crucial and it is not up to any one of them to make these decisions without discussion with the Council.

Councilman Dillard said that if Ms. Kain would give back \$4,000.00, she will get it back in the future because he sees a glowing future for her.

Mayor Valentine said that the compromise would be for her to start at a Grade 5 Step 1 instead of a Grade 5 Step 4. This is not easy and he hates to do this in public because this is someone's life and job.

Bernis Nelson, Corporation Counsel that the step is the decision of the City Manager and the resolution before the Council has a specific dollar amount. If they want the resolution to be revised, she just has to revise the figures.

Councilwoman Bell proposed that there be a stipulation that she keeps her salary until we can have this go through as a process which she thinks makes sense. We have to have a process and she has asked a number of times for a Human Resources professional which hopefully we can get with the next budget. The process should not be just the City Manager deciding these things.

Acting City Manager, Richard Herbek said that he has been doing this for a long time and he has evaluated people and their contributions with respect to their positions. That night it was 11:30 p.m. and they were all tired so he apologized if they didn't have a proper dialogue. He tends to take a firm position with respect to people that he feels are doing a good job for the city. There is some extraordinary work that has been done here and he felt that it was appropriate to maintain the same salary level. He feels that she is well deserving of the \$77,000.00 and would like to have further discussion.

Councilwoman Bell said that if you have someone with forty years experience in a higher position why should he be paid the same or less? She doesn't understand that. Yes, she has done a good job and she thinks that she is valuable but this doesn't make sense to her. You can't have an inexperienced person make the same money.

Mayor Valentine suggested that we let her stay on with what she is making right now pending further dialogue between the City Council, City Manager and City Comptroller and see what compromise comes up if any.

Bernis Nelson, Corporation Counsel said that she thinks that this matter needs to be resolved and recommended an Executive Session of the Council to discuss this because there are serious legal issues involved.

Councilwoman Bello moved and Councilwoman Angelo seconded to enter Executive Session

All in favor, the Council entered Executive Session at 9:00 p.m.

Councilwoman Bello moved and Councilwoman Angelo seconded to exit Executive Session

All in favor, the Council exited Executive Session at 9:25 p.m.

Bernis Nelson, Corporation Counsel explained the changes to be made to the resolution.

Councilwoman Bell noted that this position will be acting.

Acting City Manager, Richard Herbek said that the discussion was that we make this an acting position and post it to receive resume's from qualified individuals.

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

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

Nays - Councilwoman Bello - 1

ADOPTED

**OLD BUSINESS**

**RESOLUTION NO.: 144 - 2010**

**OF**

**JULY 12, 2010**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LAND PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF NEWBURGH AND BLUESTONE DEVELOPERS, INC. DATED JUNE 19, 2008, AS AUTHORIZED BY RESOLUTION NO.: 30-2008, AND AUTHORIZING THE CITY MANAGER TO CLOSE TITLE AND DELIVER THE DEED FOR THE LIBERTY STREET SCHOOL PROPERTY KNOWN AS 1 LIBERTY STREET AND SECTION 45, BLOCK 5, LOT 18**

**WHEREAS**, the City of Newburgh ("City") and Bluestone Developers, Inc. ("Bluestone") executed a Land Purchase Agreement dated June 19, 2008 ("LPA") for redevelopment of the Liberty Street School property known as 1 Liberty Street and Section 45, Block 5, Lot 18 on the tax assessment maps of the City of Newburgh ("Liberty Street School"); and

**WHEREAS**, the City and Bluestone wish to execute an amendment to the LPA in the form attached hereto and to set a date for closing thereunder; and

**WHEREAS**, this Council feels it would be in the best interests of the City of Newburgh and its continuing development to execute an amendment to the LPA;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an amendment to the LPA in the form attached hereto, and to close title and deliver the deed for the Liberty Street School on or before August 9, 2010.

**Councilwoman Bell said she is torn on this and will be voting "no" tonight because she doesn't feel that there is anyone at this point and time that can resurrect that extremely derelict and distressed property. She cannot in good conscious convey that over to Bluestone because it is just horrendous and she doesn't see where it will come to a positive end for the community.**

**Councilwoman Dillard asked Dr. Blue if he is certain that he can pull the development of that property together. (Dr. Blue responded with a "yes")**

**Councilman Dillard said that was all he needed to hear.**

**Mayor Valentine said that this is very difficult because this is a building that has sat vacant for thirty years. We have the option tonight to have a developer complete this project even though it will be difficult and challenging. We have had so many false starts and promises in the past but Mr. Blue has said that he will do this project. He noted that he went through his building on Liberty St. which is also challenging and he went through his finances and timelines for this building and he believes that it is definitely in the best interest of the City that we move this forward.**

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

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

**Nays - Councilwoman Bell - 1**

**ADOPTED**

144-10

# CITY OF NEWBURGH



OFFICE OF THE CITY MANAGER  
City Hall - 83 Broadway, Newburgh, New York 12550  
[www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov)

[citymanager@cityofnewburgh-ny.gov](mailto:citymanager@cityofnewburgh-ny.gov)

Richard F. Herbek  
Acting City Manager

Phone: (845) 569-7301

Fax: (845) 569-7370

July 13, 2010

Dr. Jerome H. Blue  
President  
Bluestone Developers, Inc.  
1461 Franklin Avenue  
Garden City, New York 11530

Re: City of Newburgh to Bluestone Developers, Inc.  
1 Liberty Street, City of Newburgh, County of Orange  
Section 45, Block 5, Lot 18

Dear Dr. Blue:

This is to confirm that the City Council of the City of Newburgh, pursuant to Resolution No.: 144 - 2010 attached hereto, is willing to immediately close title and deliver quitclaim deed to you for the above-referenced property, pursuant to the terms and conditions of that Land Purchase Agreement by and between the City of Newburgh ("City") and Bluestone Developers, Inc. ("Bluestone") dated June 19, 2008 ("LPA"), copies of the LPA and Resolution No.: 30-2008 as referenced therein also being attached hereto, together with pursuant to the following additional terms and conditions which shall be deemed an amendment to the LPA:

1. Section 2 of the LPA entitled "PREMISES" and Schedule A to the LPA shall be amended to delete those properties known as 5 and 9 Johnes Street also known as Section 46, Block 1, Lots 14 and 15 ("Johnes Street Properties") from the Premises, the Johnes Street Properties being subject to that Option to Purchase Agreement by and between the City and Bluestone dated November 6, 2009.
2. Section 3 of the LPA entitled "PURCHASE PRICE" shall remain as is, without any change of purchase price for the Premises as a result of deletion of the Johnes Street Properties.
3. Section 7 of the LPA entitled "CLOSING" shall be amended to delete the last two (2) sentences therefrom and to replace them with the following wording: "The closing of title to the Premises shall occur at the Law Department of the City, 83 Broadway, Newburgh, New York on or before August 9, 2010."

Dr. Jerome H. Blue  
July 13, 2010  
Page Two

4. Subsection c of Section 9 of the LPA entitled "ACCESS AND INSPECTIONS" shall be amended to read as follows: "In connection with the exercise of the license granted to Purchaser in paragraph Subsections 9(a) and 9(b) herein, and in connection with the conduct of any other pre-closing activities by the Purchaser, including but not limited to those activities which have resulted in issuance of New York State Department of Labor "Notice of Violation and Order to Comply" dated May 13, 2010 and the filing with the City of "Notice Under Mechanic's Lien Law for Account of Public Improvement" by Coppola Architectural, P.C. on January 15, 2010, Purchaser and Jerome H. Blue, individually, agree to defend, indemnify, and hold Seller harmless from any loss, cost, damages, lawsuit, damage to person or property, and the cost of litigation (including attorneys fees) caused solely by Purchaser or its agents, servants or employees in the use of said licensing and the conduct of such activities. The provisions of paragraphs Subsections 9(a) and 9(b), and 9(c) herein shall survive the closing of title.

5. Section 12 of the LPA entitled "REPRESENTATIONS OF SELLER" shall be amended to delete Subsection 12(d) therefrom.

6. All other terms and conditions of the LPA shall remain in full force and effect.

If the foregoing-listed additional terms and conditions to the LPA are acceptable to you as an amendment thereto, please signify your acceptance and agreement to them by signing the enclosed copy of this letter below and returning it to my office, together with a corporate resolution authorizing such acceptance and agreement.

Sincerely,

RICHARD F. HERBEK  
Acting City Manager

THE FOREGOING-LISTED ADDITIONAL  
TERMS AND CONDITIONS ARE HEREBY  
ACCEPTED AND AGREED TO:

BLUESTONE DEVELOPERS, INC.

By \_\_\_\_\_  
Jerome H. Blue, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerome H. Blue, Individually

\_\_\_\_\_  
Date

LAND PURCHASE AGREEMENT

The City of Newburgh, New York  
as Seller

WITH

Bluestone Developers, Inc.  
as Purchaser

Date of Contract:  
Premises:

June 19, 2008  
1 Liberty Street, 5 Johnes Street, 9 Johnes Street  
City Of Newburgh, New York  
Section 44, Block 5, Lot 18  
Section 46, Block 1, Lot 15  
Section 46, Block 1, Lot 14

## LAND PURCHASE AGREEMENT

AGREEMENT made this 19<sup>th</sup> day of June, 2008 (the "Effective Date"), between THE CITY OF NEWBURGH, a municipality organized and existing under the laws of the State of New York, with offices at 83 Broadway, City Hall, Newburgh, New York 12550, (hereinafter "City" or "Seller"), and Bluestone Developers, Inc., having an address of 6 Reckson Plaza, Uniondale, New York 11566 ("Purchaser").

### WITNESSETH

WHEREAS, the Seller is the owner of certain improved real property located at 1 Liberty Street, 5 Johnes Street and 9 Johnes Street, City of Newburgh, New York, and identified on the City's Tax map as Section 45, Block 5, Lot 18, Section 46, Block 1, Lot 15 and Section 46, Block 1, Lot 14, respectively, County of Orange, and State of New York (hereinafter collectively referred to as the "Premises"), and

WHEREAS, the Purchaser is desirous of acquiring and the Seller is desirous of selling the Premises, upon and subject to the terms and conditions set forth below,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. SALE. Seller hereby agrees to sell and convey to Purchaser and Purchaser hereby agrees to purchase and acquire from Seller, on and subject to the terms, covenants and conditions hereinafter set forth, the Premises, described at Paragraph "2" below.

2. PREMISES. The Premises are bounded and described as set forth in Schedule "A" annexed. This sale includes all of Seller's right, title and interest in and to:

- a. all easements, rights of way or use, privileges, licenses, permits and right to the same belonging to or appertaining to the Premises, subject to zoning and other ordinances, codes and regulations of the City; and
- b. all rights, title, and interest of the Seller in and to any unpaid award for damage to the Premises by reason of change in grade of any street. Seller will execute to the Purchaser on the closing date all proper instruments for the conveyance of such title and assignment and collection of any such award.

3. PURCHASE PRICE. The purchase price for the Premises (the "Purchase Price") is the sum of Fifty Thousand One and 00/100 (\$50,001.00) Dollars, which shall be paid as follows:

- a. Five Thousand and 00/100 (\$5,000.00) Dollars (the "Deposit") shall be paid by Purchaser upon the execution of this Agreement, to the City of Newburgh. The Deposit shall be applied against the Purchase Price at closing.

- b. Forty Five Thousand One and 00/100 (\$45,001.00) Dollars shall be paid to the Seller by Purchaser at closing by good certified check of Purchaser, or official check of a bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of Seller.

#### 4. FINANCING AND QUALIFICATIONS

- a. Within thirty (30) days of the execution of this Agreement, Purchaser shall submit to the Community Development Coordinator of the City of Newburgh, at 83 Broadway, City Hall, Newburgh New York 12550, a plan and narrative description showing how Purchaser will provide long-term financing for securing and developing the property according to the Terms and Conditions contained in Schedule C and the other provisions hereof.
- b. Within thirty (30) days of the execution of this Agreement, Purchaser shall submit to the Community Development Coordinator of the City of Newburgh, New York 12550, a narrative description setting forth the time table for securing and developing the Premises as described in this Agreement. Purchaser shall include in this narrative, a schedule showing the following, as a minimum:
  - i. That no longer than nine (9) months from the execution of this Agreement, Purchaser shall have applied for and received from the City of Newburgh Planning Board, Zoning Board of Appeals, and any and all other City boards and agencies with jurisdiction and power of approval over the premises, such approvals and permits as may be legally required to undertake the improvements to the premises as described in this Agreement. Purchaser shall not be deemed to be in violation of this condition if Purchaser can demonstrate that it has diligently pursued all such approvals and permits, and that any delays in securing same has occurred in the normal and regular course of events and is the result of natural and unforeseeable causes, and is not due to the neglect or failure of Purchaser to properly pursue same.
  - ii. That no longer than twelve (12) months from the execution of this Agreement, Purchaser shall have commenced the rehabilitation of the premises and shall have commenced construction of the project as described in Schedule C and elsewhere herein.
  - iii. That no longer than thirty (30) months from the execution of this Agreement, Purchaser shall have completed construction of the project as described in Schedule C and elsewhere herein; and that Purchaser shall have applied to the Building Inspector and Code Compliance Office of the City of Newburgh for a Certificate of Occupancy.

Purchaser shall be deemed to be in compliance with the requirements set forth in this Section 4 if any delay in meeting the time limits and requirements as set forth herein is caused by a force majeure or other reasonably unforeseeable event, and not by the negligence or failure of Purchaser to conduct the development of the premises as described herein with due diligence.

#### 5. SELLERS RIGHT TO RECAPTURE

- a. In the event Purchaser fails to provide Seller with any of the plans, descriptions, qualifications, materials or other information as called for in Paragraph 4; and/or in the event Purchaser fails to diligently undertake the securing or clean-up of the premises and the improvement thereof as called for in this Agreement, Seller shall have the right to serve upon Purchaser by regular mail a Notice to Cure. Said Notice to Cure shall specify such terms, conditions and requirements as Seller contends that Purchaser has failed to satisfy. Purchaser shall have fourteen (14) days from the date said Notice to Cure was received to satisfy Seller's demands to comply with the requirements of this Agreement, unless further extended by Seller in writing.
- b. In the event that Purchaser remains out of compliance with the terms and conditions of this Agreement following the serving of such Notice to Cure and the time frame for compliance therewith and any extensions thereof, then Seller shall have the right to notify Purchaser of Seller's cancellation of this contract, and all further rights and obligations of the parties hereunder shall cease and terminate, in keeping with Section 17 of this Agreement.

#### 6. SUBDIVISION APPROVAL AND CONDITIONS.

- a. The Purchaser has reviewed each and all of the conditions imposed by the City upon the City's approval of the Project by City Council Resolution No.: 30-2008 of February 25, 2008, and the Purchaser agrees to purchase the property subject to the terms and conditions set forth in said resolution, including but not limited to obtaining the approval of all necessary regulatory agencies. The Seller shall have no obligation to take any further steps to satisfy the requirements of the project, nor shall Seller be obligated to incur any expense in connection therewith. A certified copy of Resolution No.: 30-2008 is annexed hereto and made a part hereof.
- b. Purchaser will make its own evaluation and will not rely upon Seller concerning applicable regulations or requirements of any governmental authority or otherwise pertaining to the Premises including without limitations, zoning, buildings, traffic and environmental regulations or other requirements, and the availability of sewer, water and utilities, and Seller makes no representations or warranties with respect to any of the foregoing.
- c. The Seller reserves the right to approve the design of the building located at 1 Liberty Street prior to submission to other regulatory agencies, as required by law, rule or regulation. Said approval shall not be unreasonably withheld by Seller.

- d. Provided there is no cost or expense to the Seller, Seller shall cooperate fully with the Purchaser, as may be reasonably required, in any and all applications, proceedings and appeals made or prosecuted by or on behalf of Purchaser in connection with and consistent with the terms of this Agreement, and Seller agrees to execute and deliver all documents, consents or authorizations reasonably required by any governmental authority with respect thereto.
- e. Purchaser warrants and Seller relies upon the promise of the Purchaser that the Premises shall be used in connection with the construction of the Project of the Purchaser, to wit: The redevelopment of 1 Liberty Street to a residential co-operative or condominium of approximately twenty-five (25) units with 80 percent of the units to be sold at market rate and 20 percent of the units to be allocated as affordable units for low or moderate income measured at 80 percent of the Orange County area median income and the redevelopment of 5 and 9 Johns Street to a parking area supporting the residential development.
- f. Purchaser shall comply with the Seller's "One Percent for Public Art" as provided in Chapter 14 of the Seller's Code of Ordinances, adopted as Ordinance No. 14-2007 of November 26, 2007.

7. CLOSING. The "Closing" means the settlement of the obligations of the Seller and Purchaser to each other under this Agreement, including the payment by Purchaser to Seller of the purchase price and other sums due, in the manner set forth in this Agreement, and the delivery to Purchaser of the deed referred to in Paragraph "11 (b)" herein in proper statutory form for recording so as to transfer and convey to Purchaser, fee simple ownership to the property, free of all encumbrances except as provided herein (see Paragraph "11"). The deed will contain the covenant of Seller as required by Section 13 of the Lien Law of the State of New York. The closing of title to the property will occur at the office of Seller's attorney, thirty (30) days after the issuance of all necessary government approvals, including a Building Permit issued by the City of Newburgh to Purchaser or their designee, if required, or at any other location agreed upon and convenient to both parties. However, no closing shall take place until such time as Purchaser has established to the satisfaction of the City's Community Development Coordinator that Purchaser has secured seventy (70%) percent of the total estimated cost of the rehabilitation of the Premises and construction of the project.

8. INSPECTION PERIOD. The Purchaser shall have a period of sixty (60) days (the "Inspection Period") commencing on the Effective Date, and ending at 4:00 p.m. on the sixtieth (60<sup>th</sup>) day thereafter, to conduct any and all tests, reviews, investigations, inquiries, research and analysis of the subject Premises, including environmental audits, engineering studies, planning and zoning reviews, which in the discretion of the Purchaser are necessary and desirable. Purchaser shall notify seller, in advance, of its desire to inspect the premises, and perform any tests and will arrange the same with Seller. In the event Purchaser is not satisfied with any aspect of the subject Premises, the Purchaser may elect to cancel this Agreement upon written notice to both Seller and the Escrow Agent given not later than the date and time the Inspection Period expires with time of the essence as to that date and time. In the event Purchaser elects to cancel this Agreement pursuant to this Paragraph, the Purchaser agrees to provide Seller with copies of any and all studies, reports, tests, applications, approvals, and documents prepared for the purpose of evaluation of the Premises, whereupon this Agreement shall be deemed null and void, without further force or effect. Time shall be of the essence as to the time periods provided in this paragraph.

9. ACCESS AND INSPECTIONS.

- a. Seller hereby grants to Purchaser, its agents, servants, employees and consultants, a license to enter in and upon the Premises throughout the term of this Agreement for the purpose of securing the structural integrity of the building located on the property known as 1 Liberty Street within thirty (30) days of the execution of this Agreement. The Purchaser agrees to secure the building in such a manner so as to protect the building from further deterioration during the predevelopment phase of the proposed redevelopment. Purchaser shall be responsible for the costs of securing the structural integrity of the building. Seller agrees to reimburse Purchaser for the cost of said stabilization if the project, as described herein, is not completed and the failure to complete the project is caused by a force majeure or other reasonably unforeseeable event, and not by the negligence or failure of Purchaser to conduct the development of the premises as described herein with due diligence.
- b. Seller hereby further grants to Purchaser, its agents, servants, employees and consultants, a license to enter in and upon the Premises throughout the term of this Agreement for the purpose of inspecting the Premises which inspections may include, but are not limited to, conducting surveys, physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, and such other tests and evaluations as are reasonably required for the full and complete evaluation of the Premises and the full and complete prosecution of any applications for governmental approvals. Purchaser shall notify Seller of the date and time of such inspections and tests. The Purchaser agrees to conduct such inspections in such manner so as to cause a minimum of disturbance to the Premises. After such access, Purchaser agrees to return the Premises to substantially the same condition as existed prior to said access to the extent consistent with the measures taken to secure the structural integrity of the building as required by paragraph 9(a) herein.

- c. In connection with the exercise of the license granted to Purchaser in paragraph 9(a) and 9(b) herein, Purchaser agrees to hold Seller harmless from any loss, cost, damages, lawsuit, damage to person or property, and the cost of litigation (including attorneys fees) caused solely by Purchaser or its agents, servants or employees in the use of said licensing. The provisions of paragraphs 9(a) and 9(b) herein shall survive the closing of title
- d. Purchaser shall, at its sole expense, keep and maintain a policy of commercial public liability insurance which shall include coverage for their actions upon the Property during the term of this Agreement. This insurance policy shall name Seller as an additional insured and afford protection in limits of not less than \$1,000,000.00 for bodily injury or death in any one accident, and not less than \$500,000.00 for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of New York and having a national rating of A-9 or better, provided that, at the option of the Purchaser, such coverage may be effectuated through a blanket policy of insurance so long as the risks in respect of the Property are separately scheduled or identified. Purchasers will deliver to Seller within seven (7) days after the Effective Date, and prior to entry onto the Property, certificates of this insurance coverage and, not less than thirty (30) days prior to the expiration of the coverage, a certificate of the new policy accompanied by evidence reasonably satisfactory to Seller of payment of premiums therefor. Purchaser covenants, and this insurance coverage shall include, an agreement by the insurer that the policy shall not be canceled prior to the Closing or earlier termination of this Contract.

#### 10. APPORTIONMENTS.

- a. At Closing, real property taxes, and water and sewer charges and rents, if applicable, will be apportioned and adjusted as of midnight preceding the Closing date.
- b. In the event that any time subsequent to the closing of title hereunder the Premises shall be charged with an assessment, penalty, interest as the result of the loss of a tax exemption whether for agriculture, veteran, senior citizen, or other exemption (which said assessment, penalty and/or interest is collectively referred to as "Roll-Back Taxes"), any such Roll-Back Taxes shall be the sole obligation of the Purchasers. This provision shall survive delivery of the deed.

#### 11. TITLE.

- a. If, at the date of a closing there may be any taxes or other liens or encumbrances on the Premises which may be satisfied or discharged by the payment of money ("Monetary Liens") the Seller shall be obligated to pay and discharge the same. Seller may use the portion of the Purchase Price payable at or prior to the closing, to satisfy the Monetary Liens, provided the Seller shall simultaneously either (a) deliver to the Purchaser at the closing of title,

instruments in recordable form and sufficient to satisfy such Monetary Liens of record together with the cost of recording or filing said instruments; or (b) provided that the Seller has made arrangements with the title company of the Purchaser in advance of closing, Seller will deposit with said title company sufficient monies, acceptable to and required by it to insure obtaining and recording such satisfactions, and the issuance of title insurance to the Purchaser free of any exception for such Monetary Liens. The Purchaser, if request is made within a reasonable time prior to the closing of title, agree to provide at the closing separate bank or certified checks, aggregating the amount of any such Monetary Liens. The existence of any such Monetary Liens shall not be deemed objections to title if the Seller shall comply with the foregoing requirements.

- b. At the closing of title, the Seller will convey title to the Premises by standard City Quitclaim Deed, free and clear of all exceptions, liens and encumbrances, other than those shown on Schedule "B" attached hereto (collectively, "Permitted Exceptions"), said title to be insurable (subject to the Permitted Exceptions) by a Title Insurance Company licensed to do business within the State of New York at ordinary rates payable by Purchaser unless Purchaser shall have waived such objections as hereinafter provided. The payment of the New York State Transfer Tax shall be the obligation of the Purchaser.
- c. Within thirty (30) days of the Effective Date, the Purchaser shall deliver to the Seller a copy of the preliminary title insurance report, including the exception sheets, tax search, survey and survey reading, if any, and property description together with a written notice setting forth any and all objections to the Seller's title and if the written notice of objections is not given within such period, such title objections shall be deemed waived by Purchaser except for any objections which shall arise of record subsequent to the date of the preliminary title report of the Purchaser ("Subsequent Objections") and Purchaser shall, if possible, give Seller written notice of Subsequent Objections at least ten (10) days prior to the date set for closing. With respect to any objections, other than a Permitted Exception, Seller, shall have a period of forty-five (45) days, commencing with the receipt by Seller of Purchaser's notice of objections, within which to cause such objections to be cured or discharged to the satisfaction of Purchaser and its title company. If Seller attempts to cure or discharge the said objections but is unable or fails to do so by the end of the Cure Period, then upon the expiration of the Cure Period this Agreement shall be deemed canceled, unless Purchaser, no later than ten (10) days following the end of the Cure Period, shall notify Seller of their waiver of the said objections. If this Agreement is canceled pursuant to the provisions of this Paragraph the Deposit paid by the Purchaser pursuant to Paragraph "3(a)" above, shall be returned to Purchaser, whereupon this Agreement shall terminate and neither party shall have any liability to or claim against the other, whether at law or in equity.

12. REPRESENTATIONS OF SELLER. The Seller makes the following representations with respect to this transaction to the best of Seller's knowledge, same not to survive closing unless specifically noted to the contrary.

- a. There are no tenancies, written or oral, affecting the Premises, and no other persons have any right to occupy the same. No new tenancies are to be created or existing tenancies modified after execution of this Agreement without Purchasers' consent. The Premises will be conveyed vacant.
- b. Seller is not aware of any claims or conditions which would affect Seller's title to the Premises, or prevent Seller from conveying the quality of title described above.
- c. Seller has the authority to enter into this Agreement and to deliver the Deed to the Premises.
- d. Seller has no actual knowledge of any environmental constraints which would create a reporting or cleanup obligation under any local, regional, state or federal environmental regulation or statute, or the presence of any hazardous substances or spills on the Premises as defined by any local, regional state, or federal environmental regulation or statute.
- e. Seller has no actual knowledge of any threatened, anticipated, or pending eminent domain or condemnation action.

In the event Seller receives any information which would cause the above noted statements to be untrue or incomplete, Seller agrees to immediately notify Purchaser of such state of facts.

13. FIRPTA. Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined in IRC §1445, as amended, and the regulations issued thereunder ("Code Withholding Section"). At the Closing, Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person, which certification shall be in the form then required by the Code Withholding Section.

14. PREMISES SOLD "AS IS". Purchaser has inspected the Premises and is thoroughly familiar with the physical condition thereof. Seller has not made and does not make any representations as to the physical condition thereof other than as heretofore set forth herein. Seller has not made and does not make any representations as to the physical condition, topography, drainage, or soil conditions, subdivisions, zoning, acreage, expense of operations or any other matter or thing affecting or related to the Premises except as herein specifically set forth, and Purchaser hereby expressly acknowledge that no such representations have been made, and Purchaser further acknowledges that they have inspected the Premises and agrees to take the property in its present condition "AS IS."

15. BROKER. Each party hereby represents and warrants to the other that there was no broker, finder or person acting as such in any way instrumental or having any part in bringing about this transaction. Each party covenants and agrees to indemnify and hold the other party harmless from and against any loss, cost, damage, expense (including reasonable attorneys fees and expenses) or liability resulting from any claims that may be made against the other by any other broker, finder or other person claiming a fee or other compensation in connection with this transaction arising from the acts of the indemnifying party. The provisions of this Paragraph shall survive delivery of the deed hereunder or the earlier termination of this Agreement.

16. CONDEMNATION.

- a. If after the date this Agreement becomes effective and prior to the Closing date there is a taking of less than ten percent (10%) of the Premises in eminent domain proceedings or under threat of condemnation, and such taking will not, in the reasonable opinion of Purchaser, prevent or interfere in a material way with the development of the Premises as described in "Schedule C" below, Purchaser shall perform their obligations under this Agreement and purchase the Premises.

If during such period of time there is a taking of ten percent (10%) or more of the Premises as aforesaid, or if such taking will prevent or interfere with the development of the Premises as described in "Schedule C" below, Purchaser shall have the option of complying with the terms of or terminating this Agreement. If Purchaser is obligated hereunder to purchase the Premises or, if granted an option to terminate, elects not to terminate this Agreement, Purchaser shall remain obligated to perform their obligations under this Agreement, and Seller shall at the Closing deliver to Purchaser any part of the condemnation award collected by Seller and assign to Purchaser rights to any part of the award not yet collected, in each case attributable to Seller's interest in the Premises. For the purposes of this Agreement, a taking in condemnation shall mean the vesting of fee title to any part of the Premises in governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed delivered in lieu or in contemplation thereof.

- b. Purchaser agrees that the election granted to Purchaser under this Paragraph to terminate this Agreement shall be conclusively waived by Purchaser and of no force or effect unless Purchaser elect to terminate this Agreement by notice to Seller within sixty (60) days after Purchaser is notified by Seller of a taking that authorizes such election, such notification to include a specific description of the parcels to be taken and whether the taking is in fee, easement or otherwise.

17. REMEDIES UPON DEFAULT.

- a. In the event of Purchaser's default, it is agreed by the parties that it will be impossible to determine the exact amount of Seller's damages and therefore it is agreed that Seller's sole remedy in the event of Purchaser's default shall be for the Seller to receive any and all sums delivered by the Purchaser to the City through the date of the default, as and for liquidated damages.

- b. In the event of Seller's default, than Purchaser may elect to either:
- i. waive such default, whereupon Purchaser shall perform all of their obligations under this Agreement, and the Closing shall occur in accordance with the terms of this Agreement with no abatement of the Purchase Price, and no liability on the part of the Seller; or
  - ii. terminate this Agreement, without any other further claim, liability or obligation of either party to the other.

18. MISCELLANEOUS.

- a. Benefits. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, the Seller and the Purchaser, and their respective successors and assigns.
- b. Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire Agreement between the Purchaser and the Seller with respect to the transactions contemplated herein; and no party shall be bound by nor shall be deemed to have made any representations, warranties or covenants except those contained herein. This Agreement cannot be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom the enforcement or any modification, change, discharge or termination is sought.
- c. Captions. The captions of the Paragraphs and subparagraphs of this Agreement are for convenience and reference only, and are not to be considered in construing this Agreement.
- d. Notices. Any notices, request, instrument or other document to be given hereunder shall be in writing and, shall be delivered personally or sent by certified, registered or express mail, return receipt requested, as follows:

If to the Purchasers: Jerome H. Blue, PhD  
President  
Bluestone Developers, Inc.  
(The Green September tbf llc)  
626 Reckson Plaza  
Uniondale, NY 11556

If to the Seller: The City of Newburgh  
Office of the Corporation Counsel  
83 Broadway, City Hall  
Newburgh, New York 12550

Each party may change its address for the purposes of this Paragraph by giving written notice of such change to the other party in the manner herein provided. If this Agreement provides for a designated period after a Notice within which to perform an act, such period shall commence on the date of receipt or tender of the Notice. If this Agreement requires the exercise of a right by Notice on or before a certain date or within a designated period, such right shall be deemed exercised on the date of mailing or tender of the Notice pursuant to which such right is exercised.

- e. Severability. In case any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement.
- f. Governing Law. This Agreement has been negotiated and executed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York.
- g. No Waiver. The failure of Seller or Purchasers to seek redress for violation of, or to insist on the strict performance of, any term, covenant or condition of this Agreement, shall not be deemed a waiver of any such party's rights hereunder nor prevent a similar subsequent act from constituting a default under this Agreement.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- i. Expenses. The Purchaser and the Seller shall pay its respective legal, accounting and other fees in connection with this Agreement, including expenses incurred in connection with the purchase of the real property.
- j. Assignment. This Agreement may not be assigned by the Purchaser without the prior written consent of the Seller, which consent shall not be unreasonably withheld. The Seller may assign this agreement to a third party, provided such third party assumes each and all obligations of the Seller, and further provided that such assignment shall not release Seller from this Agreement.

k. Merger. Seller is not liable or bound in any manner by express or implied warranties, guaranties, promises, statements, representations or information pertaining to the Premises, made or furnished by any agent, employee, servant, or other person representing or purporting to represent the Seller, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein. It is understood and agreed that all understandings and Agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their Agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other party or any other person.

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

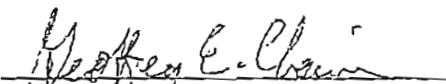
Seller: THE CITY OF NEWBURGH

By:   
JEAN-ANN McGRANE,  
City Manager, City of Newburgh, New York

Purchaser: Bluestone Developers, Inc.

By:   
JEROME H. BLUE, Ph.D  
President, Bluestone Developers, Inc.

Approved as to form:

  
GEOFFREY E. CHANIN  
Corporation Counsel

  
CHARLES EMBERGER  
Comptroller

RESOLUTION NO.: 30-2008

OF

FEBRUARY 25, 2008

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LAND DISPOSITION AGREEMENT WITH BLUESTONE DEVELOPERS, INC. REGARDING THE SALE AND PROPOSED DEVELOPMENT OF REAL PROPERTY KNOWN AS 1 LIBERTY STREET (SECTION 45, BLOCK 5, LOT 18) 5 JOHNES STREET (SECTION 46, BLOCK 1, LOT 15) AND 9 JOHNES STREET (SECTION 46, BLOCK 1, LOT 14) WITH A PURCHASE PRICE OF \$50,001.00

WHEREAS, the City of Newburgh is the owner of properties commonly known as 1 Liberty Street, 5 Johnes Street and 9 Johnes Street, and being more accurately described as Section 45, Block 5, Lot 18, Section 46, Block 1, Lot 15 and Section 46, Block 1, Lot 14, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, Bluestone Developers, Inc. has presented a proposal for the purchase and development of the aforementioned parcels; and

WHEREAS, such proposal would require the execution of a land disposition agreement, a copy of which is annexed hereto; and

WHEREAS, this Council feels it would be in the best interests of the City of Newburgh and its continuing development to enter into such land disposition agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and she is hereby authorized to execute a land disposition agreement, in substantially the same form as annexed hereto with such other terms and conditions as may be required by Counsel, with Bluestone Developers, Inc., and other related documents as may be required by the Corporation Counsel; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that such land disposition agreement shall be inclusive of the following terms:

- Sale price of \$50,001.00
- Qualifications of Bluestone Developers, Inc. as developers;
- Proof of financing;

- Time schedule for each step and a time-table for the preliminary steps, including, but not limited to securing adequate financing, the taking of title, commencement of rehabilitation and completion, together with adequate security for performance, including a right of re-entry should the time table not be adhered to;
- Time to acquire necessary regulatory approvals;
- Recapture provision.

I, Lorene Vittek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 2/25/08 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 26 day of Feb 2008

Lorene Vittek  
City Clerk

#### SCHEDULE "A"

All that certain lot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as 1 Liberty Street, 5 Johns Street and 9 Johns Street, being more accurately described as Section 45, Block 4, Lot 18, Section 46, Block 1, Lot 15, Section 46, Block 1, Lot 14, respectively, on the Official Tax Map of The City of Newburgh.

## SCHEDULE "B"

### PERMITTED EXCEPTIONS

1. Current taxes not yet due and payable.
2. Any state of facts which an accurate survey would show.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as to use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental body, or the effect of any noncompliance or violation thereof.
4. Any special assessment affecting the property.

## SCHEDULE "C"

### TERMS AND CONDITIONS

As a term and condition of the sale of the Premises by the City of Newburgh as Seller, to the Bluestone Developers, Inc, as Purchaser, the parties hereby further agree to the terms and conditions set forth in this Schedule "C", which is made a part of the Agreement between the parties. The following terms and conditions shall survive the closing of title:

1. Purchaser warrants and Seller relies upon Purchaser's promise that the Premises shall be used in connection with the Purchaser's project proposal, to wit: The redevelopment of 1 Liberty Street to a residential co-operative or condominium of approximately twenty-five (25) units with 80 percent of the units to be sold at market rate and 20 percent of the units to be allocated as affordable units for low or moderate income measured at 80 percent of the Orange County area median income and the redevelopment of 5 and 9 Johnes Street to a parking area supporting the residential development.
2. The Seller reserves the right to approve the design of the building located at 1 Liberty Street prior to submission to other regulatory agencies, as required by law, rule or regulation. Said approval shall not be unreasonably withheld by Seller.
3. The Premises shall be developed in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Purchaser is required to rehabilitate any building on the 1 Liberty Street property and bring it into compliance with all State, County and Local standards for occupancy within eighteen (18) months of the date of the deed. Within such eighteen (18) month time period the Purchaser must either obtain a Certificate of Occupancy for all buildings on the property or make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy. The deed shall require the Purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the Purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued.
4. In the event that the residential development is approved as a co-operative, the by-laws of the co-operative's board of directors shall provide that no less than seventy (70%) percent of the residential units must be occupied by the shareholder/owner of the unit and that the co-operative board be responsible for maintaining such ratio. This provision shall survive the closing of title.
5. Purchasers agree to fully repair, renovate and improve all other areas and portions of the Premises. The Premises must conform to all City ordinances, codes and other requirements.
6. Purchaser shall comply with the Seller's "One Percent for Public Art" as provided in Chapter 14 of the Seller's Code of Ordinances, adopted as Ordinance No. 14-2007 of November 26, 2007.

7. The parties hereto agree that all the terms and conditions of Resolution No. 30 - 2008 of February 25, 2008, and all subsequent resolutions duly adopted by the City Council pertaining to the premises shall remain in full force and effect and shall be considered a part of the Agreement between the parties.

## GENERAL COMMENTS FROM THE PUBLIC

Alexander Bolorin, City of Newburgh said that a few months ago the Council voted to sit a Charter Review Committee and he would like to see that happen. What happened here tonight shows that we need to take a good look at things because we need a more representative government. Everything we do here should be about the people.

Yaakov Sullivan, 21 Overlook Place and member of the Newburgh Heights Association said that they sent the Council specific questions regarding the Liberty Street School and they have not addressed their concerns or responded to their questions. They just spent twenty minutes discussing that consensus is important between members and the City Manager but where is the consensus from the Council to respond to an effort by a neighborhood association that is very concerned with this city and the Liberty Street School project. He doesn't think it is adequate to ask Dr. Blue simply if he is going to see the project through. Where is the response to our questions that we took the time and effort to compose? We deserve an answer because that is representative government.

Aquanetta Wright, 197 N. Miller Street said that many years ago she asked the City Manager about properties and possibly collecting rents instead of letting money slip through our hands. In regard to the job that Ms. Kain is doing, the process is not fair to this city. Where are the job postings? If the City Manager created this job, where is the posting? It needs to be an open and fair process for everyone. In regard to the Ferry Parking, she has asked many times why we can't collect money after 8:30 when the Ferry riders are done. She thinks that the False Alarms appeals process is a good thing because at the Ferry booth they have received many bills. People come and rattle the doors or windows and set the alarm off. She added that in regard to the Fourth of July she feels that it is about time that the City of Newburgh took the advantage of reaching out to businesses and noted that the Jazz series has started and invited everyone to come down.

Gay Lee, 30 Forsythe Place said that she has come before the Council many times to talk about the work that she can do. She owns a business called the Legacy Corp. and one of the things that she does is teach community based organizations how to develop responsible programs that we need in the community. She is disappointed because she doesn't see an HR policy and job descriptions for specific jobs have no rhyme or reason. Each time she talks about working on a policy someone takes what she says and points it at a person. She is not interest in whether Ms. Kain makes \$10.00 or \$12.00 but she is interested in the policy and the fact that the city doesn't have a policy is

troublesome. That means that any City Manager can decide to hire anyone they choose and not open jobs up to the public which she feels is unfair. You have a lot of qualified and talented people that live in the City of Newburgh and those jobs should be published. Put some policies in place and do something good for the City of Newburgh.

Denise Ribble, Montgomery Street is concerned that there was no talk about process in terms of personnel or land use and the auction. We had a presentation by Leyland at the Work Session and there were discussions about reviewing and restructuring the development agreement and assisting the city in revisions to the waterfront plan and looking at zoning and land use regulations. She reminded the Council that this project had an expanded lead agency including Council and the four chairpersons of the Planning, Zoning, ARC and Waterfront Committees. The Waterfront Committee and IDA are proposing a public information meeting to get information on the status of this plan and to review the public process as well as review and agree upon integrity of a public process updated plan. She submitted her rationale to the Council (copy attached). She also thinks that it is very important to look at Charter Review and the 2007 Non-Bargaining Unit resolution has many items that need to be amended because they are not accurate or up to date.

Nick Angelo, Broadway is concerned about the road buckling and rippling between Wisner Avenue and Fowler Avenue. He has sent many e-mails about this and it may sound bizarre but his house is literally shaking because of the condition of the road. He is concerned about the water and gas pipes. There have been three gas main breaks in front of his home in the past five years. Ed Diana put him in contact with the Chief Engineer for Orange County who gave him some suggestions for alternative funding which he forwarded to the attention of the Council. After 10:00 at night it is a drag race from Union Avenue through the last light on Wisner Avenue with trucks traveling 60 - 70 m.p.h. and then hitting those bumps. Even if the bumps weren't there that is still a safety issue. He has tried to reach out to the Town of Newburgh to communicate with the City to coordinate the timing of those lights.

Isaac Diggs, 10 Bay View Terrace, member of the Newburgh Heights Association said that although the Council is under no obligation to answer the questions asked he feels that the refusal to answer only raises a red flag in his mind that there are some real concerns. He understands that the city is in a bind with liability issues that concern that property and his feeling is that this deal was rushed through without taking a proper and thorough look. He invited the City Council to join them in holding the developer responsible because they are holding the Council responsible. It is not enough to ask Dr. Blue if he is going to do this without presenting proper evidence. He is

surprised that that question was asked in front of them and that they are expected to accept it. He invited the Council to please answer their questions in whatever shape or form they see fit and he put the developer on notice that they will be watching this project intensely. One of their main concerns is what will happen if an engineer claims that this building must be torn down because it is beyond restoration. He told the Council that they have made themselves responsible.

Sean O'Shea, City of Newburgh said that he was watching the last meeting on television and noticed an almost disregard to some of the people who attend these meetings on a regular basis. They come prepared with intelligent arguments and questions and many times they are not only disregarded but also insulted by certain Council people. While watching the last meeting he saw someone make a statement that he could agree with concerning the meeting schedule and that person did not deserve to be interrupted. By interrupting someone who is speaking shows not only a disregard to that person but also a disregard to a process and lack of self control.

Mary Ann Prokosch, Galloway Avenue said that she saw Leyland's presentation and she thinks they are great. The last thing she wants to see happen is to start doing piece meal development in that area because it will kill us later. There was a cohesive plan in place and she would hate to see this developer kicked to the curb. They have strong credentials and she thinks that they are still interested in developing in this city. When things are new they don't look too bad but years later the cracks start to show so something new might bring in the tax dollars but down the line it's not really what the city wants. She thinks that if we wait for the economy to improve they will want to get their shovels in the ground and move forward with what was an absolutely wonderful plan that was fully supported by everyone in the city.

Barbara Smith, Powell Avenue said that she received her water bill today. She has a huge increase in her water bill because we choose to take water money funding and deplete their reserves and use it for whatever purpose so now we have an increase in water to bring their reserve funds back up. We have people that we are talking about who are employed in our city temporarily. We don't take into consideration what their title was prior to their temporary assignment and then we allow a City Manager in an acting capacity to make decisions for all of us for many years to come without taking the least bit of thought to what this person did and what they were titled for before the temporary assignment. How do we elevate them to such high rates of pay that we must now afford through additional taxation? Where do they really belong? Do they belong back in the title that they were hired for and then open up this position for anyone who is capable of doing this particular

work? Or do we just leave it like it is. We are all nice people here and we are all entitled to certain things. If she has to keep paying, she will continue to keep saying what she has to say.

Chris Hanson, Heights said that the thing that concerns him from a planning standpoint is that there are much better things to do with city owned properties than have an auction. If you have five city owned properties within three blocks of each other, and you have a program to get them into the hands of three qualified homeowners and they get that property for \$1.00 then the Federal Housing Authority mandates that that property has to be owner occupied and renovated completely in six months with a six month extension if needed. Then you are guaranteed to change that neighborhood in a year by getting the properties back on the tax rolls and decrease crime. These houses would also be immediately appraised for the completed value raising the value of the neighborhood. This also would create a positive public relations opportunity. New York Times could come here to take pictures of families renovating homes and if the people in the Bronx and Manhattan see a story like that then they will come here. You will not get that from the auction because there is no quick solution or money but the opportunity to revitalize the city is there. If you had a real plan for this, you could change this entire city in two years.

Aryike Diggs, 10 Bay View Terrace thanked Councilwoman Bell for stepping up and speaking out about the lack of consensus. With respect to the Liberty Street School it is really very simple. If Dr. Blue does what he says he is going to do then they have no problem with that. It is about ensuring that he keeps his word and it is not enough to just ask him because he will say yes. They just want to be able to speak to the Council and have their issues addressed.

Jerome H. Blue, President of Bluestone Developers said that the major part of this development is including the community and they try to do that by training people to take part in it. He thanked the Council for their support.

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

## PUBLIC INFORMATION MEETING ON STATUS OF THE WATERFRONT PLAN

Request: A public information meeting co-sponsored by the Waterfront Advisory Committee and the IDA to get information on the status of the Waterfront Development/Redevelopment Plan

Rationale: In 2006, an extensive public forum, the Waterfront Charette, was conducted by Andres Duany for Leyland Alliance. Over a two week period, hundreds of City of Newburgh residents devoted 1000's of hours of their time to participate in this planning process. Since the Waterfront redevelopment plan was formulated, there have been a number of significant changes in city leadership as well as a severe economic downturn. In addition, the Consolidated Iron site remediation is almost complete, the Land Use Plan and LWRP amendments are being worked on, there have been changes in private ownership, OCCC/SUNY Orange building and campus is nearing completion and Orange County has undertaken the Newburgh Area Transportation and Land Use Study. Most recently there has been discussion about job creation, local hiring and other community benefits as part of disposition, contract, construction and post construction agreements, as well as, beginning plans for a park at the foot of South Street.

Format: Moderated panel presentation and discussion. The panel will need to include City Manager, Corporation Counsel and developer Leyland Alliance. Possible additional panelists might be the Director of Planning and Development, Planner, Engineer and private owners.

Review of public process leading up to the Waterfront Plan and existing agreement between the City of Newburgh and Leyland Alliance  
Status of this agreement

Update on the plans formulated during the planning charette and status of other related plan items  
Funding and bonding for storm water/sewer infrastructure study  
Bonding for waterfront and redevelopment plan area projects (Newburgh Landing, Fishing Pier/First Street, Front Street, etc)  
Funding for the development of the hillside above the waterfront  
Consolidated Iron Site  
City Charter 16.03 (Public Referendum)

Review and agree upon integrity of a public process for updating the plan prior to disposition of City properties and investment in projects

## COMMENTS FROM THE COUNCIL

Councilwoman Angelo thanked Habitat for sponsoring the Pete Seeger concert that over fifteen hundred people attended. Yesterday was Family Day at Downing Park which was a wonderful event and this coming Saturday at Downing Park they will be honoring Wilbur Higgins who ran the Recreation Park for many years. Newburgh Night Out will be on August 3<sup>rd</sup> at the Recreation Park so she encouraged everyone to come and join in. She asked when the Heights Association meetings are held and suggested that they invite the City Manager as a guest. She thanked everyone for coming tonight.

Councilwoman Bell said that consensus and dialogue are what's most important as a group moves forward together. She encouraged everyone to keep coming to these meeting and be the change that they wish to see in their city. We have about 35,000 people here in this city but there are about 100 people who do the work of thousands. It is much lighter when we all take a hand so get involved in something to help Newburgh. She wished everyone well and thanked them for coming.

Councilwoman Bello said that she received three phone calls this afternoon from fellow business owners who received their water bills. The outrage was beyond belief and one very long term business owner told her that he has had it and will be throwing in the towel. She thinks that we have to consider monthly billing or send out one bill that people can pay over a three month period. We have a low income community here and even the moderate income people are having a difficult time paying these bills. Last year we had over thirty lay offs and we are possibly facing, without a doubt, more this year. We are entering into deficit financing and this is why it is imperative that we get in touch with the reality of the economic situation in the City of Newburgh. We cannot be paying exorbitant salaries and expect people of average incomes to pay these outrageous salaries. We have to get in touch because it is unacceptable to see people like Mr. Angelo get up and complain that his house is shaking because we have no money to repair that road but we have money for \$20,000.00 and \$30,000.00 raises and to hire people part-time. Everyone starts at the top grade and step. This is not Westchester or Rockland County this is the City of Newburgh, New York and we have to recognize that the people can only afford so much. Whether positions are paid for out of grant money or the general fund it is the public's money and it has to be used cautiously so that we don't stay in these types of situations. At this point with what we are facing with the upcoming budget season, we should be penny pinching right now and not spending money. She added that once again they have had resolutions presented to them at the Council meeting and she asked that they maybe be e-mailed in the future so that they have some

chance to read them before they have to vote on them. She wants to be able to serve the people as effectively as possible but there are department heads that do not answer her questions which is a disservice to the public. When she sends e-mails to department heads there should be no one that stands in the way of her getting that answer. That is a policy that has to be changed. She thanked everyone that donated and helped with the fireworks most especially Deputy Mayor Angelo for her hard work because she loves a party and we love her for that. She wished everyone a good night.

Councilwoman Dillard thanked Courtney Kain for her service, dedication and sacrifice. He told the Heights Association that he recognizes their plight and their concerns. He also recognizes that Dr. Blue indicated that he can do this job and he is a man who believes in a person's word. Dr. Blue presented documentation to the City and the City is fine with it and he doesn't believe that they were in those meeting with them. He introduced his granddaughter who is visiting from Tennessee and thanked everyone for coming this evening.

Mayor Valentine thanked Dr. Blue for stepping up to the plate and taking on this challenge. When he first came before the Council with this plan they both knew that it was challenging. As he said earlier, this building has been sitting vacant for thirty years and the only other course of action we can take right now is to let it sit for another thirty years. Yes, we are taking a chance but no one comes up to this table and presents something that turns out to be exactly the way they presented it. Most people would walk away from this but he has not. He showed the audience a piece of the blackboard from the original school dated back from 1891 - 1980 and said that we will lose this if this person does not have the chance to complete it and do what he says he is going to do and that will be our fault. He wished him luck and support and said that they are here to help in any way that they can.

There being no further business to come before the Council, the meeting adjourned at 10:20 p.m.

LORENE VITEK  
CITY CLERK









