

CITY OF NEWBURGH
COUNCIL MEETING AGENDA

January 28, 2013

7:00 pm

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call

Proclamation:

4. Black History Month

Presentation:

5. Professors Kermit Lind and Joe Schilling report on the Strategic Code Enforcement Initiative

Communications:

6. Approval of the minutes of the January 10, 2013 Work Session meeting
7. Approval of the minutes of the January 14, 2013 City Council meeting
8. Notice of Claim: Sun Realty Services, Inc. v. City of Newburgh
9. Notice of Claim: Baltimore Ortiz v. City of Newburgh

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

10. Resolution No. 17 - 2013
A resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Orange County Housing Development Fund Corporation to the premises known as 68 Benkard Avenue.

11. Resolution No. 18 - 2013
A resolution of the City Council of the City of Newburgh accepting the Code Enforcement Assessment Report and Recommendations.
12. Resolution No. 19 - 2013
A resolution of the City Council of the City of Newburgh authorizing the City Manager to execute the amended land disposition and access agreement with the City of Newburgh Industrial Development Agency in connection with the Hudson Valley Lighting project.
13. Resolution No. 20 – 2013
A resolution authorizing the City Manager to execute a license agreement with Licht and Kaplan, Inc. in connection with the development of City-owned properties.
14. Resolution No. 21 – 2013
A resolution authorizing the City Manager to enter into an agreement with Matrix Consulting Group for the purpose of conducting an independent study within the City of Newburgh Police Department at a cost of \$42,000.00 and further authorizing a budget transfer for such amount from Contingency to Police Department/Other Services.
15. Resolution No. 22 – 2013
A resolution authorizing the City Manager to execute an amendment to the contract with Malcolm Pirnie-Arcadis for the construction phase of the wastewater treatment plant water pollution control plan emergency back up generation and solids handling systems project at an additional cost not to exceed eight thousand five hundred dollars and to authorize a change order to the electrical construction contract with Hudson Valley Electrical C&M, Inc. in an amount not to exceed one-hundred sixty five thousand dollars.
16. Resolution No. 23 – 2013
A resolution authorizing the City Manager to apply for and to accept if awarded a grant from the Department of Homeland Security and Federal Emergency Management Agency for fire prevention and safety in an amount not to exceed \$620,000.00 with a ten percent in-kind services match.
17. Resolution No. 24 - 2013
A resolution of the City of Newburgh, New York, authorizing various capital projects in and for the City, stating the estimated total cost thereof is \$3,009,677.60 bonds of said City to finance said appropriation.
18. Resolution No. 25 - 2013
A resolution authorizing the conveyance of real property known as 12 Lutheran Street to Habitat for Humanity of Greater Newburgh, Inc. at private sale.

19. Resolution No. 26 - 2013

A resolution authorizing the City Manager to execute a license agreement with Habitat for Humanity of Greater Newburgh, Inc. to permit access to City-owned property located at 11 Lutheran Street for the purpose of performing certain predevelopment activities.

20. Resolution No. 27 - 2013

A resolution authorizing the City Manager to enter into an agreement with Mesh Realty Group, Inc. for residential property management services.

21. Resolution No. 28 - 2013

A resolution to authorize the re-purchase of real property known as 72 Hasbrouck Street at private sale to Keith Giff and Heather Giff for the purchase price of \$20,262.53 which represents all past-due tax liens together with interest and penalties.

22. Resolution No. 29 - 2013

A resolution authorizing the City manager to enter into a license agreement with the Federal Emergency Management Agency for a portion of the second floor of 123 Grand Street for a term of one-hundred eighty days.

Old Business:

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

RE: Notice of Claim:
Balmores Ortiz. vs. City of Newburgh

DATE: January 16, 2013

Please find attached Notice of Claim which was received via Certified
Mail on this date.

Lorene Vitek

Attachment

Cc City Manager ✓
Mayor & Council

NOTICE OF CLAIM

In the Matter of the Claim of

BALMORES ORTIZ, Individually,

-against-

THE CITY OF NEWBURGH



VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
#7011 1150 0000 4519 1417

TO: Mayor Judy Kennedy
City of Newburgh
83 Broadway
Newburgh, NY 12550

PLEASE TAKE NOTICE that the undersigned Claimants hereby Claim and Demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorneys are:

CLAIMANT:
Balmores Ortiz
1590 Smith Street
Newburgh, NY 12550

CLAIMANT'S ATTORNEYS:
SOBO & SOBO, L.L.P.
One Dolson Avenue
Middletown, NY 10940

2. The nature of the claim: negligence, recklessness, wantonness, carelessness, gross negligence, failure to warn the claimant of the dangerous conditions described herein, failure to act, creating a trap, failure to take those steps necessary to avoid the contingency which occurred herein, failure to inspect and report of dangers at the location described, failure to use that degree of caution, prudence, and care which was reasonable and proper under the controlling circumstances, a slippery sidewalk causing a dangerous slipping hazard; in failing to remove snow and ice which had accumulated on the sidewalk in front of the premises and

doing so improperly; failure to take cognizance of the notorious and hazardous conditions which in the exercise of reasonable diligence should have been know and recognized, acting with the reckless disregard for the safety of others, and the respondents, their agents, servants and/or employees were in other ways negligent to be investigated and to be discovered.

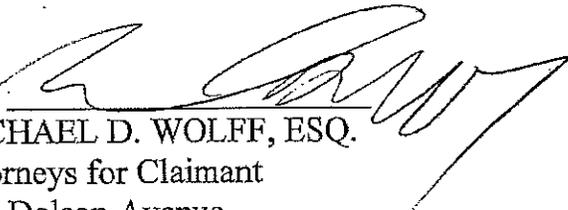
3. The time when, the place where and the manner in which the claim arose: The claim arose on or about the 26th day of December 2012, at approximately 6:30 p.m., on the sidewalk/walkway in front of the main entrance of 150 Smith Street, Newburgh, NY 12550. The manner in which the claim arose is that while the claimant, Balmores Ortiz, was lawfully walking along the sidewalk at the aforescribed location, he was caused to slip and fall to the ground due to the snow/ice condition that existed.

4. The items of damage or injuries claimed are: The claimant, Balmores Ortiz, sustained severe and serious permanent injuries to her mind and body, including, but not limited to, a left distal radius fracture with open reduction internal fixation, medical bills and lost wages that are a result of the incident described herein.

You are hereby notified that unless this claim is addressed within the time provided by law from the date of presentation to you, the claimant intends to commence an action.

Dated: January , 2013

SOBO & SOBO, L.L.P.

BY: 
MICHAEL D. WOLFF, ESQ.
Attorneys for Claimant
One Dolson Avenue
Middletown, NY 10940
(845) 343-7626



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
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LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

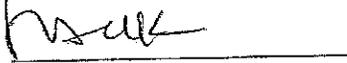
TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

RE: Notice of Claim :
Sun Realty Services, Inc. vs. City of Newburgh

DATE: January 10, 2013

Please find attached Notice of Claim which was received via Certified
Mail on this date.



Attachment

Cc City Manager ✓
Mayor & Council

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

IN THE MATTER OF THE CLAIM OF SUN REALTY
SERVICES, INC.

-against-

CITY OF NEWBURGH.

TO: The City of Newburgh

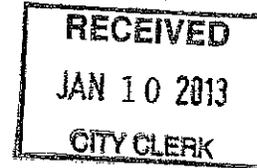
PLEASE TAKE NOTICE that the undersigned claimant makes claim and demands against you as follows:

1. The name and post-office address of the claimant is SUN REALTY SERVICES, INC. (SRS), 255 Rte. 17K, #5, Newburgh, NY 12550.
2. The nature of the claim is as follows: On or about October 16, 2012, the CITY OF NEWBURGH (CON) sold to SRS a piece of real property described as follows: "All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as 71 Pierces Road f/k/a 89 Pierces Road, in the City of Newburgh and being more accurately described as Section 6, Block 6, Lot 28 n/k/a Section 6, Block 6, Lot 28.2, on the Official Tax Map of the City of Newburgh. At the closing, and previously, in negotiations, representatives for CON represented to SRS that the property was suitable for development/improvement. Upon information and belief, as far back as at least 2006, CON was in fact aware that said property was a connected wetland, and therefore could not be developed or improved upon.

On or about January 7, 2013, SRS learned that the property was a connected wetland, and therefore, not subject for development/improvement. Had it been aware of such fact, SRS would not have purchased the property, nor would it have spent the funds that it did in preparation of same.

SRS's claims include, but are not limited to: breach of contract, negligent misrepresentation, negligence, and fraud.

3. The time when, the place where, and the manner in which the claim arose: On or about October 16, 2012, the transfer of said property took place at 83 Broadway, Newburgh, NY.
4. The items of damage claimed include, but are not limited to: \$3,850.00 for the cost of



NOTICE OF CLAIM

said purchase, \$1,166.13 for title company expenses, \$50,000.00 for expenses incurred prior to and in preparation of the sale, and \$101,400.00 for anticipated subsequent losses connected with CON's actions.

The undersigned claimant therefore presents this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

Dated: Newburgh, New York
January 9, 2013


ROBERT SCHROEDER, JR. - President
SUN REALTY SERVICES, INC.

STATE OF NEW YORK)
COUNTY OF ORANGE) ss.:

On the 9th day of January, 2013, before me came and appeared Robert Schroeder, Jr., to me known and known to me to be the person who executed this Notice of Claim and who acknowledged to me that he executed the same.



SUSAN J. RICCARDI
Notary Public, State of New York
No. 01R16082831
Qualified in Dutchess County
Commission Expires November 4, 2014

RESOLUTION NO.: 17-2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO ORANGE COUNTY HOUSING
DEVELOPMENT FUND CORPORATION
TO THE PREMISES KNOWN AS 68 BENKARD AVENUE
(SECTION 45, BLOCK 2, LOT 9)

WHEREAS, on April 22, 2010, the City of Newburgh conveyed property located at 68 Benkard Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 2, Lot 9, to Orange County Housing Development Fund Corp.; and

WHEREAS, Orange County Housing Development Fund Corp., by their attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5, 6 and 7 of the aforementioned deed.

RESOLUTION NO.: 18 - 2013

OF

JANUARY 28, 2013

**RESOLUTION OF THE CITY COUNCIL ACCEPTING
CODE ENFORCEMENT ASSESSMENT REPORT AND RECOMMENDATIONS
FOR THE CITY OF NEWBURGH**

WHEREAS, the Professors Joseph Schilling and Kermit Lind have spent three full days in the City of Newburgh and met with the City's Code Enforcement Bureau and other City staff, as well as conducted conversations and discussions with different stakeholders involved with neighborhood revitalization and community development within the City and the region to assess the current code enforcement system in the City of Newburgh as part of a broader effort to help build the capacity of people committed to bringing back a better City, and submitted a report to the City Council making recommendations to lay the foundation for a strategic code enforcement plan for the City; and

WHEREAS, the City Council supports the goal of developing and implementing a strategic code enforcement plan for the City and finds that continuing the process is in the best interests of the City of Newburgh.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the following:

1. The City Council hereby accepts the Code Enforcement Assessment Report and recommendations; and
2. The City Council hereby supports the development of a real property data system to support data-driven plans and actions, and to provide research and staffing for projects and programs, including those of community based organizations; and
3. The City Council hereby supports the development of a technology and communications strategy for streamlining code enforcement operations and making code enforcement actions more transparent; and
4. The City Council hereby authorizes the City Manager to take such steps as are necessary to seek funding sources for a comprehensive update of the City's Code Enforcement processes and technologies and to take other steps necessary and appropriate to implement the recommendations set forth in the Code Enforcement Assessment report.

A Strategic Code Enforcement Initiative for Newburgh, New York

I. SUMMARY

The City of Newburgh currently confronts a classic cycle of decline and disinvestment. Companies that sustained growth and prosperity for generations are now gone, leaving behind vacant storefronts and abandoned factories. A few businesses have retrofitted some of these underused structures, but for the most part these economic drivers are smaller and less powerful. Population changes have resulted in a community dominated by residents who rent, most of whom have fixed incomes and depend on public support for housing, food, and health care. A general sense of lawlessness, gang activity, and social instability dominate the landscape and behaviors in several core urban neighborhoods. In some circles there appears a general lack of confidence in local government and, with respect to issues of housing and the living environment, a very low regard for the competence of some key institutions. The need to break this cycle of descending community health and order is undisputed by virtually all of the community leaders, including those persistently dedicated to the City and who are employed in providing public services. The question is not whether there is a community-wide crisis but rather how to shift the current trajectory towards a healthy, safe, stable, and more desirable place to live and raise families. The City's current revitalization efforts provide an opportunity to engage all facets of local government in this process. Newburgh's courts, for example, could participate more fully in the City's code enforcement efforts, becoming a critical component to effective enforcement as in other municipalities and adding predictability and integrity to the enforcement process.

This report responds to the request of a small, committed group of local public officials, residents, and civic leaders who believe that revamping and enhancing existing code compliance and enforcement policies and programs could serve as a catalyst for stabilizing and eventually regenerating Newburgh. It crystallizes a policy and program study visit from July 2012 that looked at the City's existing conditions, assets, and opportunities. This report is NOT a detailed analysis of causes, complaints, or dysfunctions, nor does it provide in-depth program and process evaluations. Instead it describes the community context and driving factors that impact and influence the ability of the City to gain compliance with essential building, housing, and fire codes, along with the internal administrative procedures and capacity of the relevant City departments.

The report recognizes that code compliance and enforcement requires a menu of strategic policies and programs that together can help stabilize distressed neighborhoods and put them back on track. Thus, the report emphasizes the assets and opportunities already in existence that Newburgh can leverage as the building blocks for a new, more effective set of code compliance strategies, along with suggestions about how to rebuild the City's existing capacity to carry out the initiatives necessary to reverse community decline.

II. BACKGROUND AND OVERVIEW

The goal of this code enforcement assessment and capacity building technical assistance is to produce a body of work that will go beyond the writing of a report. It should inform and mobilize and enable those in Newburgh who are ready to invest and engage in change. They would rather use the process of producing and delivering the report as a catalyst for initiating actions critical to a sustained incremental approach that involves consistent and constructive change in Newburgh at the neighborhood level. Reports and recommendations alone are not adequate; they must be actualized by people in the community who have the will and the capacity to meet the current and inevitable challenges in the process ahead.

The report uses the term "strategic code enforcement" for a special purpose, a term of art in the body of their work. Strategic code enforcement refers to the organization of critical assets and resources into a system of activities with clearly identified goals, principles, and procedures. All elements – personnel, agencies and institutions, policies and procedures, planners, decision-makers, and administrators must have a common purpose in which each plays a contributing part. It focuses resources and skills on problems and dysfunctions most critical to getting desired results. It does not presume to be comprehensive, and it does not fail to do what is possible because it is not perfect or comprehensive. Strategic code enforcement operates proactively. To do that requires access to information and data about what is happening, information and data that measures trends and forecasts problems.

Many cities, such as Newburgh, now face lower homeownership and owner occupancy, with increased mortgage failures and abandonment of both mortgages and houses and with neighborhoods losing their vitality and stability. At the same time these conditions call for greater code enforcement interventions, dwindling local government budgets and staff make it more difficult to address this cycle

of neighborhood decline effectively and timely. This makes strategic thinking and acting all the more important. Difficult choices must be made when doing everything is not an option.

In summarizing the report's more detailed observations:

1. the assets needed to improve code enforcement are fragmented and isolated into agencies and departments that do not share common objectives and a common baseline of data and information;
2. deteriorating social conditions are a force dividing the community and overwhelming the capacity of government agencies personnel who want to do their jobs;
3. a critical asset is the small group of highly motivated persons in municipal positions who are committed to stopping Newburgh's decline;
4. the assistance being provided by the LULC to provide research and informational support is a valuable asset; and
5. There are some individuals and organizations in the community that could be organized and mobilized into a civic force for positive partnership with governmental initiatives.

Based on our observations about Newburgh's existing code enforcement approach and the local and regional dynamics, the report suggests the City, in collaboration with LULC and other Newburgh stakeholder organizations, engage in a campaign to transform Newburgh's code enforcement program into a more strategic and systematic enterprise. This will require these public, private, and nonprofit leaders to identify and advocate for changes to the communities and the City's current approach to code enforcement and the overarching mission to improve the quality of neighborhood life for all of the city's residents.

III. LAYING THE FOUNDATION FOR STRATEGIC CODE ENFORCEMENT—Immediate Program and Policy Recommendations

In light of successful code enforcement practices from other cities, we prepared a report that includes short-term recommendations along with five additional long-to-mid range policy and program recommendations. Newburgh certainly will have to adapt all of these recommendations to fit the market dynamics, context of its community, relevant legal frameworks, and the overall institutional and fiscal capacity of small cities in the state of New York. Some of the recommendations are short term priorities (actions that can be achieved within the next six months) while others are mid-to-long range (over a year or more); however, these efforts to change how Newburgh pursues neighborhood stabilization and revitalization can operate on parallel tracks. Together these actions offer a blueprint for action in helping Newburgh design and develop a more strategic code compliance and enforcement system. Our FIVE high priority recommendations include:

1. Identify and designate a task force of stakeholders involved with code enforcement who are or who can be directly engaged in the development and operation of new policies, procedures, and programs to elevate code compliance and the enforcement needed against serious noncompliance;
2. Extend and expand the partnership with LULC for the development of a real property data system to support data-driven plans and actions, and to provide research and staffing for projects and programs, including those of community-based organizations;
3. Develop a technology and communications strategy for streamlining code enforcement operations and making code enforcement actions more transparent;
4. Convene a Series of Landlord—Tenant Community Discussions on the Problem of Substandard Living Conditions in Rental Housing; and
5. Commission and conduct a series of research projects that provide stronger evidence for making code enforcement policy and case decisions.

With respect to the short term recommendations we believe the city, working closely with its partners, such as LULC and others, can tackle these tasks over the course of the next six months. These recommendations include ideas on how to change existing code enforcement procedures and process, such as continuing to gather and synthesize more real property data and increase the information technology of frontline inspectors and staff. The report also identifies several strategic areas where the City and its partners need more in-depth analysis before they take action, such as understanding the policy and political drivers of public assistance tenants and also the court's processing of code enforcement and landlord-tenant citations. The report's immediate recommendations focus on building the capacity of the City, its code enforcement department, and critical partners to make better informed decisions in the coming year (2013) about specific code enforcement remedies and interventions—a critical first step in adopting a more strategic code enforcement model.

IV. CONCLUSION—Mounting a Collaborative Campaign for Strategic Code Enforcement

City officials cannot reform their code enforcement systems without help and support from other key partners. More than just a set of local government rules and department operation, code enforcement remains a core community function—the preservation of neighborhood order—such that cities can exercise their police powers against those individuals and entities who fail to comply with fundamental community standards. Thus, effective code enforcement systems demand engagement

and commitment from the entire community from local government officials and staff to nonprofits, businesses, and residents. Engendering this broad vision of code enforcement is as much a part of the reengineering of Newburgh's code enforcement operation as the specific strategies and tools set forth in the report.

We believe the timing is ripe for Newburgh to take immediate actions to start the capacity building process. More partners and resources likely will be needed as they go through transforming their code enforcement system, but the process of building capacity will include demonstrating the value of the necessary commitment of financial resources and focused willpower to reach strategic objectives for community improvement.

APPENDIX—WORK PLAN WORK SHEETS

Below are several preliminary work plans for the City, the LULC, and its partners to consider as they consider how best to implement the first five priority recommendations set forth in this report. The tables include some initial steps with very preliminary timeframes. We intentionally left blank the assignment columns. Consider these tables as worksheets that will require further discussions and collaboration among all of the core members of the strategic code enforcement coordinating group.

1. Priority Recommendation One—Coordinating Working Group

Action Step	Players Involved	Time Frame
Prep & Scope of the CC: <ul style="list-style-type: none"> • Convene Core Executive Committee • Develop CC Structure and working groups: 1) strategic policy and programs; 2) tactical CE • Draft groundrules, mission and membership criteria • Select chairs 		January and February 2013
Convene Initial Meeting and establish 2013 meeting schedule and communications process		March 2013
Develop Six Month Action Agenda— <ul style="list-style-type: none"> • Review Report Recommendations 		March 2013

• Make assignments		
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2. Priority Recommendation Two—Real Property Information System

Action Step	Players Involved	Time Frame
Inventory all relevant real property data systems within the City and the region		April and May 2013
Identify simple real property information systems that other cities are using		April and May 2013
Convene a working group of Information Technology officials within the region to discuss ways for data sharing and networking		/May and June 2013
Identify and select a data intermediary (often a university or NGO that serves as the virtual hub for data sharing)		September 2013
Establish basic protocols for sharing the information and maintaining it and guidelines for access by City officials and the public		September and October 2013
Develop regular reporting mechanisms the case management tracking system and pilot test it with workers and unions		October and November 2013
Explore avenues for conducting special studies that identify market trends and neighborhood conditions based on the neighborhood market typology.		October and November 2013

3. Priority Recommendation Three—Technology and Communications Plan for CE

Action Step	Players Involved	Time Frame
Inventory all data systems in the City that track code enforcement activities		March 2013
Identify simple systems that other cities have used for code enforcement tracking and performance management systems		March 2013
Conduct a code enforcement process efficiency study (probably bring in an outside consultant)		April/May 2013
Streamline/consolidate the steps in the		March 2013

code enforcement process based on recommendations from the efficiency study		
Design case management system (tracking and performance measurement) based on the new streamlined code enforcement process; gather input from all users and agencies, such as the courts, that might interface with the system		April and May 2013
Develop the case management tracking system and pilot test it with workers and unions		May and June 2013
Expand it to include the processing of cases in the law office and the courts		
Develop a comprehensive outreach and communications strategy for code enforcement policy changes and case status		June—August 2013
Consider launching a city wide social marketing/media blitz about code enforcement and its role in neighborhood revitalization		September—November 2013

4. Priority Recommendation Four—Design and Convene Community Dialogue on Landlord-Tenant Relationships and Substandard Rental Housing

Action Step	Players Involved	Time Frame
Identify and compile model programs and policies on landlord-tenants and substandard rental housing		March—April 2013
Assess activities and actions from existing landlord-tenant groups and organizations (the city, the county, nonprofits, community based, private sector/businesses, etc.)		March—May 2013
Conduct preliminary stakeholder analysis that includes interviews, focus groups, perhaps survey work, to identify areas of common concern, potential common interests, and potential conflicts.		May—June 2013
Summarize the issues and create a proposed slate of Dialogue participants		June 2013
Develop Dialogue Action Plan for funding and managing a 4-8 month community discussion, including various technical working groups		June 2013
Identify and engage facilitation team,		July—August 2013

create process, identify locations for regular meetings		
Convene kickoff meeting of the Community Dialogue, set schedule, ground rules, goals, outcomes, etc.		Sept 2013

5. Priority Recommendation Five: Commission and conduct a series of research projects that provide stronger evidence for making code enforcement policy and case decisions.

Action Step	Players Involved	Time Frame
Develop overall research management plan with preliminary project management plans for each of the 5 research projects, including time tables and preliminary assignments		
Identify research teams for each of the 5 research projects and have initial kick-off meetings with each team		
Inventory of existing policies, programs, and projects--what is the city and its partners currently doing?		
Inventory of best practice policies and programs from other cities		
Benchmark/Compare Newburgh's existing efforts with model practices from other cities--identify aspects that seem relevant and transferable to Newburgh		
Frame the research projects' scope and questions relevant to the adaptation of model practices to Newburgh's circumstances and dynamics.		
Inventory and catalogue of existing data resources		
Identify gaps and limitations in the data and develop strategies for gathering and synthesizing that data		
Draft research report including findings, observations and menu of action plans or worksheets		
Seek feedback and input from engaged and relevant stakeholders		
Revise recommendations and observations based on feedback		
Finalize recommendations and disseminate report to involved policymakers and practitioners.		

RESOLUTION NO.: 19 -2013

OF

JANUARY 28, 2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED
LAND DISPOSITION AND ACCESS AGREEMENT WITH
THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY IN
CONNECTION WITH THE HUDSON VALLEY LIGHTING PROJECT**

WHEREAS, by Resolution No. 143-2012 of August 13, 2012, the City Council of the City of Newburgh memorialized its support of the property proposal submitted by the City of Newburgh Industrial Development Agency ("the IDA") in connection with the Hudson Valley Lighting Project and further authorized the City Manager to negotiate on behalf of the City of Newburgh a land transfer agreement; and

WHEREAS, by Resolution No. 234-2012 of December 10, 2012, the City Council declared itself as the Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6; designated the Land Disposition and Access Agreement as an "unlisted action"; adopted an Environmental Assessment Form; issued a Negative Declaration with respect to the Land Disposition and Access Agreement; and authorized the City Manager to execute the Land Disposition and Access Agreement with the City of Newburgh Industrial Development; and

WHEREAS, further discussion about the Project between the City, the IDA, Hudson Valley Lighting and the New York State Department of Environmental Conservation resulted in a recommendation that the IDA retain that portion of its property which was to be exchanged with the City for stormwater management; and

WHEREAS, the IDA has proposed providing to the City an easement over that portion of its property which was to be exchanged with the City; and

WHEREAS, such proposal requires an amendment to the Land Disposition and Access Agreement between the City and the IDA providing for said easement; and

WHEREAS, the City Council has determined that the proposed amendment to the Land Disposition and Access Agreement will not effect on the Negative Declaration previously issued and is in the best interests of the City of Newburgh.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached Amended Land Disposition and Access with the City of Newburgh Industrial Development Agency in substantially the same form and with other provisions as Corporation Counsel may require for the land transfer to facilitate the Hudson Valley Lighting Project.

LAND DISPOSITION AND ACCESS AGREEMENT

BETWEEN

CITY OF NEWBURGH,

AND

CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY

This Land Disposition and Access Agreement (“Agreement”), effective as of [_____, 2013] (the “Effective Date”), is hereby made by and among:

A. The City of Newburgh, Orange County, New York, its agencies, departments, officers, employees, agents, representatives, successors and assigns, collectively referred to in this Agreement as the “City”; and

B. The City of Newburgh Industrial Development Agency, Orange County, New York, its agencies, departments, officers, employees, agents, representatives, successors and assigns, collectively referred to in this Agreement as the “IDA”.

The City and the IDA are collectively referred to herein as “the Parties” and individually referred to as a “Party”.

WHEREAS, Hudson Valley Lighting Inc. is a business operating within the City of Newburgh and has outgrown its current location; and

WHEREAS, the IDA is the sole owner of a parcel of land known as 5 Scobie Drive and more accurately described as Section 1, Block 1, Lot 6 as shown on the tax map of the City of Newburgh (the “IDA Property”); and

WHEREAS, the City is the sole owner of a parcel of land known as 70 Pierces Road more accurately described as Section 5, Block 1, Lot 16 as shown on the tax map of the City of Newburgh (the “City Property”); and

WHEREAS, Hudson Valley Lighting Inc. desires to remain in operation within the City has expressed an interest in relocating its business to the IDA Property; and

WHEREAS, to facilitate the relocation of Hudson Valley Lighting to the IDA Property, certain pre-development activities are required, including but not limited to access to City property and the transfer of a portion of the City Property to the IDA;

NOW, THEREFORE, in consideration of the mutual covenants and promises as set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions:** The following terms used in this Agreement have the following meanings:
 - (a) "Agreement Areas" means the City Property to which the IDA is being granted access hereunder, as described in and shown on Exhibit A, in order to perform the pre-development activities as the term "Pre-development Activities" is defined herein.
 - (b) "Permittees" (individually a "Permittee") means the IDA and each of its employees, agents, representatives, successors, assigns, consultants, contractors, and subcontractors which are involved in the performance of the IDA's Obligations.
 - (c) "Assignee" means Hudson Valley Lighting, Inc. or an entity wholly-owned by Hudson Valley Lighting, Inc. as the assignee of the IDA's rights and obligations under this Agreement through a separate agreement between the IDA and Hudson Valley Lighting, Inc.
 - (c) "DEC" means the New York State Department of Environmental Conservation and its divisions and employees.
 - (d) "Pre-development Activities" means tasks associated with the transfer exchange of property from between the City to and the IDA and such other activities as may be necessary or as required by the New York State Department of Environmental Conservation for the application of Hudson Valley Lighting Inc for the entry of the IDA Property including the portion of the City Property being transferred to the IDA into the Brownfield Cleanup Program (the Pre-development Activities and the conduct of such other activities as may be necessary or as required by the DEC, collectively referred to as "IDA Obligations") ~~into the DEC Brownfield Cleanup Program.~~
2. **Agreement Is a Contract:** The Parties to this Agreement intend this Agreement to be a contract and to be enforceable as such. The contract shall be governed and interpreted according to the laws of the State of New York.
3. **Claims Against Non-Parties:** Nothing herein shall affect the right of any Party to pursue its rights, including, but not limited to, rights of contribution and indemnification, against entities not a Party to this Agreement relating in any way to the Environmental Conditions existing on the City Property and the IDA Property.

4. **Good-Faith Cooperation:** The Parties shall coordinate and cooperate in good faith with each other to achieve the objectives of this Agreement. Included within the duty of good faith is the duty of the IDA to periodically and timely inform the City of the activities they are undertaking to implement its responsibilities hereunder and of the City to periodically inform the IDA of the activities it is undertaking to implement its responsibilities hereunder.

5. **Dispute Resolution:** The Parties shall make all reasonable efforts to resolve informally any questions or disputes that arise in the implementation or interpretation of this Agreement. The Parties agree that, except as otherwise provided herein, prior to seeking judicial enforcement of this Agreement, they will engage in a mutually acceptable form of alternative dispute resolution (“ADR”), to be conducted in New York, for a period of not less than one month and not to exceed three months. Notwithstanding the foregoing, however, if (a) the Parties are unable to agree upon a mutually acceptable form of ADR within a period of one month from the date that the Party seeking enforcement of this Agreement so notifies the other Parties, (b) the ADR process fails to achieve a mutually acceptable resolution within the time period set forth in the foregoing sentence, or (c) the Party seeking enforcement of this Agreement deems the circumstance to be an emergency such that it believes it necessary to seek immediate injunctive or other equitable relief, then, in any such event, the Parties retain their rights to seek judicial enforcement of this Agreement.

6. **No Admissions:** The entry into this Agreement shall not be deemed or construed as an admission by any Party of liability, fault or wrongdoing under CERCLA or any other statute, contract or common law. In the implementation of this Agreement, the Parties shall not be required to make any admission of liability to federal or state governmental entities for any purpose whatsoever.

7. **Responsibilities of the City:** In exchange for the promises and covenants contained herein, the City shall:

- (a) Provide timely access to the City Property to any Permittee and Hudson Valley Lighting Inc., as the Assignee, for the performance of the IDA's Obligations in accordance with this Agreement. Notwithstanding anything to the contrary and without in any way limiting the foregoing, the provision of access shall include, but not be limited to: a license or privilege of entering upon the City property and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary for the purposes of engaging in predevelopment activities which activities 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 site evaluations as are reasonably required for an evaluation and remediation of the property and the prosecution of any applications for governmental approvals.
- (b) As the Assignee, provide to Hudson Valley Lighting, Inc., or an entity wholly-owned by Hudson Valley Lighting, Inc. formed for the purpose of submitting an application to the DEC to enter the Brownfield Cleanup Program for the remediation and re-development of the IDA Property including the portion of the City Property being transferred to the IDA pursuant to the terms of this Agreement, access to the City Property and all rights and permissions to the full extent as required by the Brownfield Cleanup Program. In addition, the City shall provide to Hudson Valley Lighting, Inc., as the Assignee, access to all technical, environmental and other records relating to the City Property.

- (c) The license or privilege hereby given shall commence upon the execution of this Agreement between the Parties. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.
- (d) Cooperate with the IDA in the performance of its responsibilities pursuant to Paragraph 8 below.
- (e) Provide assistance for the re-development of the IDA Property, including the land transfer exchange, site investigation and remediation and other pre-development activities with New York State DEC and local governmental agencies and other similar applicable parties. The City shall provide assistance reasonably requested by the IDA and Hudson Valley Lighting in obtaining licenses, approvals, permits and other cooperation from local, state, and Federal agencies and local governmental bodies; provided, however, that except as otherwise specifically described herein, the IDA and Hudson Valley Lighting shall have the primary responsibility for obtaining such approvals and cooperation.
- (f) Cooperate with the IDA and Hudson Valley Lighting, as the Assignee, in securing additional funding needed to complete the re-development of the IDA Property, including the portion of the City Property being transferred to the IDA pursuant to this Agreement. The City shall provide support applications for funding from other sources in the form of letters and resolutions of support.
- (g) The City hereby agrees to sell and convey the portion of the City Property identified as Zone 2 in Exhibit "A" to the IDA in accordance with the terms and provisions of this

Agreement and subject to compliance with applicable law. Insurable title to the City Property shall be conveyed by the City to the IDA at or prior to closing subject only to such exceptions to title as the IDA may approve, which approval will not be unreasonably withheld.

(h) The purchase price for the portion of the City Property shall be the granting of a drainage easement by the IDA to the City over the sale and conveyance of the portion of the IDA property identified as Zone 1 in Exhibit "A" in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law. ~~Insurable title to the IDA Property shall be conveyed by the IDA to the City at or prior to closing subject only to such exceptions to title as the City may approve, which approval will not be unreasonably withheld.~~

(i) The City will not accept additional hazardous wastes on the City Property from neighboring properties, and further represents that the City will take all reasonable and necessary action to prevent the City Property from accepting any and all hazardous waste found on parcels adjacent to the City Property, known as the Dupont-Stauffer Superfund site and further represents that it will not request to re-open any records of decision in connection with the United States Environmental Protection Agency Administrative Settlement Agreement and Order on Consent for a Removal Action among E.I. DuPont de Nemours & Company, Bayer CropScience, Inc. (Successor-in-Interest to Stauffer Chemical Company) and EPA, Index Number CERCLA-02-2010-200X, effective October 4, 2010.

(j) The City shall not be responsible for the costs of the Pre-development Activities authorized under this Agreement.

8. **Responsibilities of the IDA:** In exchange for the promises and covenants contained herein, the IDA shall:

(a) Except as otherwise provided in this Agreement, implement all requirements of the Pre-development Activities, including, but not limited to, the survey of the City Property and IDA property.

(b) The IDA shall be responsible for the costs of the City's obligations as set forth in Paragraph 7.

(c) The IDA shall require that any of its contractors or subcontractors who (i) perform any portion of the Pre-development Activities at the City Property or (ii) enter onto the City Property shall provide the insurance coverages herein on the terms set forth, at their expense, Worker's Compensation insurance, public liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Such policies shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the Work to be performed. The Commercial General Liability Insurance shall be written on an ISO Occurrence Form (or equivalent). Except for Worker's Compensation insurance, the City shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of such contractors and subcontractors and not those of the City. Each policy naming the City as an additional insured shall not contain an "owned property exclusion" nor a "severability of interest exclusion."

Type of Coverage

Limits of Coverage

Worker's Compensation	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	
Commercial General Liability, including broad form contractual liability, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence

Prior to the commencement of the Pre-development Activities, the IDA shall require the contractors and subcontractors retained by the IDA or its assigns to submit to the City upon the City's request certificates of insurance evidencing compliance by such contractors and subcontractors with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the City with respect to its interests, (ii) it shall not be canceled, including without limitation, for non-payment of premium, or materially amended without thirty (30) days' prior written notice to the City, and the City shall have the option to pay any necessary premiums and charge the cost back to the IDA.

If any insurance shall be provided on a "claims made" basis, all such policies shall provide that:

- (1) Policy retroactive dates coincide with or precede the contractors' start of the performance of the Pre-development Activities (including subsequent policies purchased as renewals or replacements); and

- (2) Prompt notice shall be given to the City of circumstances or incidents that might give rise to future claims with respect to the Pre-development Activities.

In the event that any contractor or subcontractor of the IDA is unable to fulfill any of the requirements under this subparagraph 8(b), the IDA shall confer with the City prior to engaging said contractor or subcontractor.

The IDA agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

The IDA hereby agrees to defend, indemnify and hold City harmless against any claims, actions and proceedings brought against City arising out of, in connection with and/or relating to Pre-development Activities on the City Property.

- (d) Pursue the re-development of the IDA Property, including but not limited to the land ~~transfer by exchange with~~ the City, site investigation, remediation and other pre-development activities with New York State DEC and local governmental agencies and other similar applicable parties. The IDA shall provide assistance reasonably requested by Hudson Valley Lighting in obtaining licenses, approvals, permits and other cooperation from local, state, and Federal agencies and local governmental bodies; provided, however, that except as otherwise specifically described herein, the IDA and Hudson Valley Lighting shall have the primary responsibility for obtaining such approvals and cooperation.

- (e) Cooperate with the City and Hudson Valley Lighting in securing additional funding needed to complete the re-development of the IDA Property including the portion of the City Property being transferred to the IDA pursuant to the terms of this Agreement. The IDA shall provide support applications for funding from other sources in the form of letters and resolutions of support.
- (f) The IDA hereby agrees to ~~sell and convey to the City an easement for drainage over the portion of the IDA Property identified as Zone 1 in Exhibit "A" to the City in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law. Insurable title to the IDA Property shall be conveyed by the IDA to the City at or prior to closing subject only to such exceptions to title as the City may approve, which approval will not be unreasonably withheld.~~
- (g) The purchase price for the easement portion of the IDA Property shall be the sale and conveyance of the portion of the City Property identified as Zone 2 in Exhibit "A" in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law.
- (h) Provide the City with copies of all draft plans, providing the City with a reasonable opportunity to comment on such plans, and final plans and reports submitted to and approved by DEC and or any other regulatory agencies of the United States or the State of New York pursuant to the Brownfield Cleanup Program relating to the Agreement Areas and to the IDA and/or Hudson Valley Lighting's obligations.
- (i) Cooperate with the City in the performance of its obligations pursuant to Paragraph 7.

(j) In the event that, following a period of thirty (30) days after the receipt by the IDA of written notice from the City that the IDA or any Permittee has breached this Agreement in some respect, within which period of time the IDA or any Permittee has the opportunity to cure such breach, the IDA or any Permittee has failed to fulfill any obligation of this Agreement, the IDA or any Permittee shall not oppose, and shall comply with, an applicable order by a court of competent jurisdiction, and shall indemnify, defend and hold the City harmless from any and all Claims that are based exclusively upon, and are derived exclusively from, any such breach of this Agreement and non-compliance with any such court order.

9. **Closing:** The closing of the transfer of title for the City owned parcels shall occur at or prior to the closing between the IDA and Hudson Valley Lighting. Any and all closings shall be held at a location agreeable to all Parties. At the closing the City shall execute and deliver to the IDA a bargain and sale deed in recordable form with covenants against grantor's acts and the IDA shall execute and deliver to the City an easement ~~bargain and sale deed~~ in recordable form ~~with covenants against grantor's acts~~. Each Party shall be responsible for all taxes, assessments and water and sewer rents accrued against its parcels as of the date preceding the closing date for the conveyance of such parcels. Each Party shall be responsible for all taxes, assessment and water and sewer rents accruing against the conveyed parcels on and after the closing date for such parcels. Each Party shall pay and be responsible for any and all real property transfer and similar taxes.

10. **Authority, Access and Term of Agreement:** The City represents that it is the sole owner of the City Property, and has the authority to grant the access rights and other rights as set forth in this Agreement, and further represents that, to the best of its knowledge and information,

there are no unrecorded liens, encumbrances or rights of others that could affect any Permittee's access to, or right to use, the City Property as provided for herein. This Agreement shall terminate at the later of the closing set forth in paragraph 9 herein or the successful completion of the remediation of the IDA Property through the DEC Brownfield Cleanup program.

10. **Reservation of Claims:** Notwithstanding anything to the contrary contained in this Agreement or otherwise:

- a) In return for the performance of the commitments made and the consideration given in this Agreement, the City and the IDA each agrees to forgo any and all Claims against each of the other Party, so long as such Party is not in breach of this Agreement, as determined pursuant to Paragraph 5 (Dispute Resolution) or any judicial enforcement of any such alleged breach, and has not cured any such alleged breach within thirty (30) days of receipt of a written determination rendered pursuant to Paragraph 5 or any final judicial determination.
- b) The agreement to forgo any and all Claims, as aforesaid, and any other event, document or circumstance including, but not limited to, any order issued by EPA to the City or any agreement with EPA entered into by the City, shall not be considered applicable: (i) to any portion of the City Parcel not included in the real property exchange between the Parties; or (ii) to any other potential claim of a Party, or to any costs, not explicitly covered by this Agreement.

13. **Entire Agreement:** This Agreement reflects the entire agreement among the Parties as to the same subject matter, and, except as otherwise provided in this Agreement, all prior agreements, understandings and commitments are merged with and into and superseded by this Agreement. This Agreement can be amended, including, but not limited to, an expansion of the Agreement Areas for the performance of the Parties' DuPont's/BCSI's Obligations, restated or supplemented only by a written agreement signed by all Parties. This Agreement may be executed in counterparts, all of which together shall be the original Agreement.

14. **Non-Assignment:** The rights, liabilities and obligations under this Agreement shall not be transferred or assigned by any Party unless each Party shall give prior written consent for such transfer or assignment, except that the IDA may assign some of its rights, liabilities and obligations under this Agreement to Hudson Valley Lighting Inc. or an entity formed by and wholly owned by Hudson Valley Lighting Inc. for the purpose of entry of the IDA Property into the DEC Brownfield Cleanup Program. The City agrees that such assignment shall be without recourse to the IDA for those obligations so assigned; the Assignee shall be responsible for all such assigned obligations of the IDA and the City will release the IDA from such obligations. Consent shall not be unreasonably delayed or withheld.

15. **Headings:** The headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

RESOLUTION NO.: 20 -2013

OF

JANUARY 28, 2013

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH LIGHT AND KAPLAN, INC.
IN CONNECTION WITH THE DEVELOPMENT OF CITY OWNED PROPERTIES**

WHEREAS, the City of Newburgh wishes to develop approximately 4.5 acres of City-owned property along Water Street; and

WHEREAS, Licht and Kaplan, Inc. has expressed an interest in developing such property and has requested that the City of Newburgh allow him access to the property prior to determine the feasibility of entering into a development and land disposition agreement; and

WHEREAS, such access to the properties requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement with Licht and Kaplan, Inc., and its contracted agents, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, to allow access to certain City-owned property along Water Street for the purposes of and to perform predevelopment activities.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and thirteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and LICHT AND KAPLAN, INC., a domestic corporation organized and existing under the laws of the State of New York, having an office at _____, and their consultants and contractors as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, known as 35-37 Broad Street, 207 Water Street rear, 207 Water Street, 209 Water Street and 215 Water Street, and more accurately described on the official tax map of the City of Newburgh as Section 10, Block 3, Lot 2.22, Section 12, Block 3, Lot 4, Section 12, Block 3, Lot 2.1, Section 12, Block 3, Lot 3 and Section 12, Block 3, Lot 1.2, City of Newburgh, New York.

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

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

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 35-37 Broad Street, 207 Water Street rear, 207 Water Street, 209 Water Street and 215 Water Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary for the purposes of inspecting the property 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 an evaluation of the property and the prosecution of any applications for governmental approvals.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall

maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million (\$1,000,000.00) Dollars.

Fourth: Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall name Licensor as additional insured under insurance coverage concerning Licensee's performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall commence on _____, 20__ and expire and terminate upon the execution of a land development agreement between Licensor and Licensee.

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

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
Richard F. Herbek, City Manager

LICHT AND KAPLAN, INC.

LICENSEE

By: _____

RESOLUTION NO.: 21 - 2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH MATRIX CONSULTING GROUP
FOR THE PURPOSE OF CONDUCTING AN INDEPENDENT STUDY
WITHIN THE CITY OF NEWBURGH POLICE DEPARTMENT AT A
COST OF FORTY TWO THOUSAND DOLLARS AND FURTHER AUTHORIZING
A BUDGET TRANSFER FOR SUCH AMOUNT FROM CONTINGENCY
TO POLICE DEPARTMENT, OTHER SERVICES

WHEREAS, on October 30, 2012 the City of Newburgh issued a Request for Proposals in connection with a Police Consultant Study; and

WHEREAS, a total of eight (8) proposals were duly received and opened on November 15, 2012; and

WHEREAS, the proposals have been reviewed by independent organizations and the necessary and appropriate staff; and

WHEREAS, upon such review of the submitted proposals it has been determined that the most substantial and cost effective proposal is that of Matrix Consulting Group for the amount of Forty Two Thousand (\$42,000.00) Dollars; and

WHEREAS, this Council has reviewed the attached proposal and has determined that awarding the Police Consultant Study to Matrix Consulting Group is in the best interests of the City of Newburgh; and

WHEREAS, it has been further determined that a budget transfer is necessary to fund such study.

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 with Matrix Consulting Group, upon terms and conditions to be approved by the Corporation Counsel, for the purpose of conducting an independent study within the City of Newburgh Police Department at a cost of Forty Two Thousand (\$42,000.00) Dollars; and

BE IT FURTHER RESOLVED, that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990. Contingency	\$42,000.00	
A.3120 Police Department 0448. Other Services		\$42,000.00

Proposal to Conduct a Police Study
CITY OF NEWBURGH, NEW YORK

COPY



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LETTER OF TRANSMITTAL



November 13, 2012

Ms. Cheryl A. Gross
 City Comptroller
 City of Newburgh
 83 Broadway – 4th Floor
 Newburgh, NY 12550

Dear Ms. Gross:

The Matrix Consulting Group is pleased to submit our response to the Request for Proposals from the City of Newburgh to conduct a Police Study. The Matrix Consulting Group is comprised of highly experienced management consultants who specialize in the analysis of law enforcement systems and operations. We have conducted law enforcement assessments for more than 250 communities in New York, elsewhere in the Northeast and across the United States.

Our firm has assisted hundreds of local government policy-makers and executive managers improve police department management, organizational structure, and operations, while enhancing resource utilization and identifying cost-efficiencies, illustrated by the following sample of clients:

Albany, New York Arlington, Texas Aztec, New Mexico Bayonne, New Jersey Beverly, Massachusetts Brattleboro, Vermont Briarcliff Manor, New York Brick Township, New Jersey Clearwater, Florida Corvallis, Oregon Dane County, Wisconsin Des Moines, Washington Des Peres, Missouri Englewood Cliffs, New Jersey Fort Morgan, Colorado Franklin Twp., New Jersey Galt, California Gilroy, California	Goodyear, Arizona Greenfield, California Hanford, California Jacksonville, Florida Jupiter, Florida Kenmore, Washington Lawrence Twp., New Jersey Las Vegas Metro, Nevada Lauderdale Lakes, Florida Los Gatos, California Lowell, Massachusetts Manchester, New Hampshire Mansfield Massachusetts Milford Massachusetts Millbrae, California Milwaukee, Wisconsin Monrovia, California Napa, California	Omaha, Nebraska Ontario, California Orange County, Florida Richmond, Virginia Ridgewood, New Jersey Roseville, California San Antonio, Texas Seaside, California Southlake, Texas Spokane, Washington St. Petersburg, Florida Tacoma, Washington Vancouver, Washington Venice, Florida W. Springfield, Massachusetts Watertown, Massachusetts Wilbraham, Massachusetts York, Pennsylvania
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It is important to note that we are currently conducting a law enforcement study for Onondaga County, New York.

This breadth of experience will allow us to quickly identify and understand the law enforcement issues facing the City. Our approach to conducting studies is based on

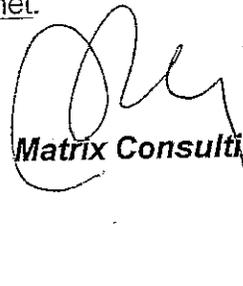
thorough research, detailed analysis and interaction with our clients as the project proceeds, as characterized by the following points:

- **The President of the firm will be directly involved in the project.** I have personally worked on and directed over 250 police studies during my 30+ year career, including all of the feasibility analyses listed in the table above.
- **We staff our projects with functional specialists, not generalists.** In addition to myself, our experienced law enforcement analytical team includes:
 - Byron Pipkin, a Senior Manager, has been a law enforcement consultant for 10 years. He was a Deputy Chief in the Sunnyvale (CA) DPS. He is currently working with Onondaga County (NY) and Park Ridge (NJ).
 - Robert Finn, a Senior Manager who was the Chief in the Southlake (TX) Department of Public Safety and now provides management consulting services to police and fire departments with our firm.
 - Mark Olson, a Senior Manager who has 25+ years of consulting and public sector experience at the local, state and federal level.
- **We believe in high levels of client participation and input.** We will conduct interviews with a broad range of City officials.
- **We work closely with our clients through interim reports and meetings.** We anticipate three or four meetings with the City's project steering committee.
- **We provide detailed analysis for each recommendation.** Our reports are fact-based, not founded on generalities or simplistic notions such as officers per thousand.

The Matrix Consulting Group is a California corporation with its headquarters in the San Francisco Bay Area, as well as offices in Massachusetts, Texas and Illinois.

If you have any questions, please do not hesitate to contact me through our headquarters office at 650-858-0507 or at rbrady@matrixcg.net.

Richard P. Brady
President



Matrix Consulting Group

REQUEST FOR PROPOSALS
POLICE CONSULTANT STUDY
CITY OF NEWBURGH, NEW YORK
RFP #22.12

NON-COLLUSION AFFIDAVIT

STATE OF California)
)SS
COUNTY OF Santa Clara)

I, Richard Brady of the (City, Town, Village) of Mountain View in the County of Santa Clara in the State of California of full age, being duly sworn according to law on my oath dispose and say that:

I am President an officer of the firm of Matrix Consulting Group the vendor making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by n/a
(Name of Vendor)

Subscribed and sworn to by: [Signature]
(Signature - in Blue Ink)
Richard Brady, President
(Print or type name and title of affiant that signed above)

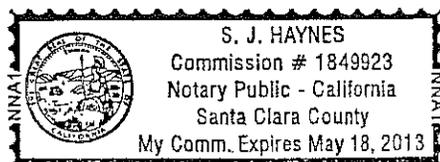
Before me this 12th day
of November, 2012

[Signature]
(Notary Public Signature)

Notary Public of California

My commission expires May 18 2013

Affix Notary Stamp



THIS AFFIDAVIT MUST BE COMPLETED BY ALL VENDORS SUBMITTING PROPOSALS

1. THE FIRM AND PROJECT TEAM

1. THE FIRM AND PROJECT TEAM

This section of the proposal provides an introduction to the Matrix Consulting Group, a summary of the firm and the project team we would assign to this project.

1. INTRODUCTION TO THE MATRIX CONSULTING GROUP

The Matrix Consulting Group is a management consulting firm dedicated to providing assistance to local and state governments. Key elements of our approach to providing consulting services to local governments in general, and to law enforcement agencies in particular, include the following:

- Principals of the firm manage and serve as field analysts on each of our projects.
- Each member of our proposed project team has significant experience conducting law enforcement staffing, operations and management reviews. Our team is composed of management consultants who are full-time law enforcement analysts. Our analysts include:
 - Career management consultants who are full-time law enforcement analysts with scores of projects in their experience.
 - Select members of our team are prior law enforcement professionals with direct experience at both the executive and supervisory levels. The former law enforcement professionals we employ are not just 'project window dressing'. They are all high quality field and project analysts, effective writers and presenters of our work.
- We maximize field time, devoting typically over half our project budgets to obtaining client input through interviews and detailed data collection.
- Our place in the consulting market is providing detailed analysis for our clients.
- We take pride in meeting or exceeding project objectives.
- We have a strong personal commitment and track record in assisting our clients implement appropriate solutions to staffing and operational issues.

While our analytical capabilities encompass all local government services, our most significant area is that of public safety. A summary of our company and its law enforcement analytical practice includes:

- We were formed in 2002 by senior consultants from a larger firm who favored a more personalized service approach often lost in a vast corporate environment.

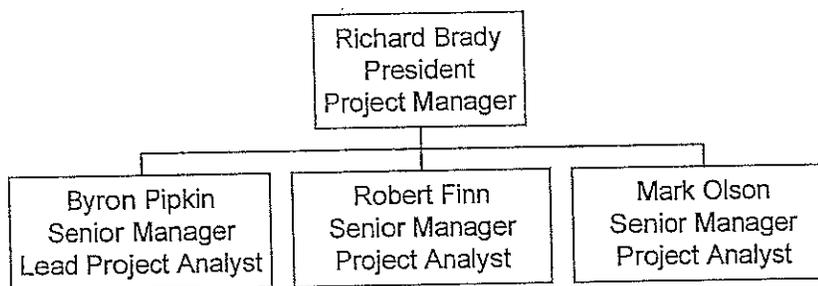
Our senior consultants have between 20 and 35 years of analytical and law enforcement management experience working together as a team in this and in prior companies.

- While the Matrix Consulting Group provides a variety of analytical services to local government, our most significant area of expertise is public safety – we have personally served over 250 law enforcement agencies in our careers throughout the United States.

The depth of our experience is equaled by our fact-based approach to consulting. This approach is summarized in a later section of the proposal.

2. ORGANIZATION OF THE PROJECT TEAM

The Matrix Consulting Group's proposed project team for this assignment is shown in the following organization chart:



3. EXPERIENCE OF THE PROJECT TEAM

The Matrix Consulting Group proposes to utilize a senior project team, including our President and other experienced personnel with direct law enforcement experience. The senior members of the team have between 10 and 30 years of professional experience as consultants and/or law enforcement professionals.

It should be reiterated that our team includes no subcontractors. All of our experienced team members are Matrix Consulting Group staff who have worked together regularly on law enforcement projects. Two members of our four-person team are former law enforcement professionals as well as consultants.

Summary descriptions of each team member are provided below, beginning with our proposed project manager, with more detailed resumes following these biographies:

RICHARD BRADY is the President of the Matrix Consulting Group. He is the leader of our management studies and law enforcement analytical practices. He has been a consultant to local governments for over thirty years. During that period, he has specialized in the analysis of police services, having conducted studies involving over 250 law enforcement agencies. Mr. Brady has managed and/or significantly participated

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in every law enforcement study cited as experience in this proposal. Mr. Brady has conducted policing studies in the following jurisdictions just since 1990:

State	Illustrative Law Enforcement Management and Staffing Studies
Alaska	Anchorage
Arizona	Goodyear, Prescott Valley
California	Alameda County, Anaheim, Butte County, Citrus Heights, Contra Costa County, Galt, Gilroy, Glendale, Kern County, Los Angeles, Los Angeles County, Los Gatos, Lynwood, Monrovia, Napa, Ontario, Orange County, Palmdale, Palo Alto, Pittsburg, Poway, San Jose, Pasadena, San Bernardino, San Bernardino County, San Mateo County, San Rafael, Santa Ana, Santa Barbara County, Santa Monica, Sonoma County, Santa Clara County, Sunnyvale, Vernon
Colorado	Aurora
Florida	Alachua County, Jacksonville, Jupiter, North Miami Beach, Orange County, Pasco County, Pinellas County, Port Richey and Venice
Georgia	Americus, Augusta-Chula Vista County, Fulton County, Hall County, Chatham County, Americus and Chula Vista
Louisiana	Alexandria
Massachusetts	Beverly, Boston, Lawrence, Milford, Mansfield, Burlington, Pelham, Wayland, Westwood, Whitman
Minnesota	Anoka County
Missouri	Des Peres and Raymore
Nebraska	Omaha
Nevada	Las Vegas Metropolitan Police Department and Reno
New Hampshire	Portsmouth
New York	Albany, Carthage and West Carthage, Endicott, Vestal and Briarcliff Manor
North Carolina	Burke County and Durham
Michigan	Alpena and Detroit
Ohio	Fairborn
Oregon	Clackamas County and Grants Pass
Pennsylvania	York

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State	Illustrative Law Enforcement Management and Staffing Studies
South Carolina	Beaufort County, Charleston County, Hilton Head Island, Spartanburg County
Tennessee	Nashville-Davidson County and Knox County
Texas	Arlington, San Antonio, Terrell, El Paso, Grand Prairie and Southlake
Utah	Salt Lake City
Vermont	Brattleboro
Virginia	Richmond, Leesburg and Loudoun County
Washington	Spokane, Kirkland and Snohomish County
Wisconsin	Sun Prairie, Milwaukee, Dane County

Mr. Brady has a BA from California State University, Hayward; and a doctorate from Oxford University, U.K.

Other members of the project team include:

- BYRON PIPKIN** is a Senior Manager with the Matrix Consulting Group. Though relatively new to consulting, he has over 32 years of experience as a public safety officer through the rank of Deputy Chief in the Sunnyvale Department of Public Safety. Byron Pipkin's has extensive consulting experience, which includes analysis of law enforcement operations for Sunnyvale's Department of Public Safety as a client project coordinator. His consulting experience includes analysis of the police departments in Spokane (WA), Goodyear (AZ), Galt (CA), Gilroy (CA), Omaha (NE) and Phoenix, (AZ). He is currently working with the Onondaga County Sheriff's Office and will work on our study in Park Ridge (NJ). Byron Pipkin is a graduate of the FBI National Academy; received California POST Management, Supervisory and Advanced certificates; and he received his BA from San Jose State University in their Justice Administration program.
- ROBERT FINN** – Chief Finn has over 25 years of combined experience as a police and fire executive, public safety director and consultant. Among his prior roles have been Police Chief, Fire Chief, police officer and supervisor, training officer, paramedic and shift commander. Chief Finn is a new employee in the Matrix Consulting Group. However, already he has conducted studies for the police departments in Albuquerque (NM), Hanford (CA), Orland Park (IL), Phoenix (AZ), Stamford (CT) and Watertown (MA). Chief Finn has an MBA, and BS in Public Safety Management from Grand Canyon University.
- MARK OLSON** is a Senior Manager with Matrix Consulting Group and brings over 25 years of consulting and public sector experience at the local, state and

federal level. His primary areas of work include financial and management audits, organization and management consulting, productivity and benchmarking studies, and other financial management and cost analysis services. Mr. Olson has consulted in numerous functional areas in government, including public safety, public works, community development, planning, human and social services, finance, human resources, organizational development, as well as administrative and support services. He received dual B.A. degrees from the University of Illinois – Urbana, and his M.A. from the Harris School of Public Policy at the University of Chicago.

More extensive resumes for the proposed project team are provided in the following pages.

RICHARD P. BRADY
President, Matrix Consulting Group
Project Manager

BACKGROUND

Richard Brady is the Matrix Consulting Group's President. Mr. Brady has been a management consultant to local government for more than thirty years. Prior to joining the Matrix Consulting Group, he was the MAXIMUS national Vice President in charge of its local government consulting practice, and before that the managing partner of the California-based management consulting firm of Hughes, Heiss & Associates. Mr. Brady has conducted numerous studies of every local government function. However, the vast majority of his work is in the law enforcement, criminal justice and public safety areas.

PROJECT EXPERIENCE

The following points summarize Mr. Brady's project experience.

- **Law enforcement management and operations studies** covering workload, staffing, service levels, and internal procedures and policies. Recent clients served include:

Albany (NY) PD	Napa (CA) PD
Alameda County (CA)	North Miami Beach (FL) PD
Alpena (MI) PSD	Nashville-Davidson County (TN) PD
Anaheim (CA) PD	National City (CA) PD
Anchorage (AK) PD	Oceanside (CA) PD
Anoka County (MN) SO.	Omaha (NE) PD
Arlington (TX) PD	Orange County (FL) SO
Beverly (MA) PD	Pasco County (FL) SO
Brattleboro (VT) PD	Pinellas County (FL) SO
Butte County (CA) SO	Reno (NV) PD
Burlington (MA) PD	San Bernardino (CA) SO
Charleston County (SC)	San Bernardino (CA) PD
Durham (NC) PD	San Clemente (CA) PD
El Paso (TX) PD	San Mateo (CA) SO
Escondido (CA) PD	San Joaquin (CA) SO
Florence County (SC) SO	San Rafael (CA) PD
Glendale (CA) PD	Shasta (CA) SO
Grand Prairie (TX) PD	Snohomish (WA) SO
Hercules (CA) PD	Sparks (NV) PD
Kirkland (WA) PD	Sumter County (SC) SO
Las Vegas Metro (NV) PD	Sunnyvale (CA) PSD
Leesburg (VA) PD	Sparks (NV) PD
Newark (CA) PD	Thurston (WA) SO
Milford (MA) PD	Venice (FL) PD
Mansfield (MA) PD	Whitman (MA) PD
Milwaukee (WI) PD	West Sacramento (CA) PD

- **Law Enforcement Program Studies:** Mr. Brady has performed a wide variety of studies of law enforcement programs and services. Selected studies have included the following:
 - Communications studies for Needham (MA), San Mateo County (CA), San Bernardino County (CA), and Coral Springs (FL).
 - Personnel policies and procedures studies for Escondido (CA), Danville (VA) and Fluvanna County (VA).
 - Support staffing needs for Beverly Hills and Santa Ana (CA).

- **Regional Law Enforcement Feasibility Studies:** Mr. Brady has been involved or managed several law enforcement regionalization studies. These have included the following:
 - **Regionalization Opportunities in Training and Communications for the Boston Metropolitan Area.** The Regionalization Commission chose members of this project team to work with over 110 agencies on public safety regional issues.
 - **Regional Communications Feasibility for Police, Fire and EMS agencies in Central Maine.** This study for 80 agencies in Kennebec and Somerset Counties has led to the development of a regional center operated by the Maine State Police.
 - **Law Enforcement Consolidation Feasibility Study for Endicott and Vestal, New York:** these two police departments have begun to consolidate all support functions (communications, records, information systems, training) as well as shift supervision as a first step to consolidation.
 - **Regional Law Enforcement Feasibility Study for San Bernardino County, California Contract Cities:** Nine cities receive contracted law enforcement services from the San Bernardino County Sheriff's Office. Because the County changed its philosophy of contracting, costs increased dramatically.

EDUCATION

BA, California State University, Hayward
Ph.D., Oxford University, United Kingdom

BYRON K. PIPKIN
Senior Manager, Matrix Consulting Group

BACKGROUND

Byron Pipkin brings a public safety manager's perspective to the project team. He has 32 years experience in law enforcement and fire service, including fourteen years in management positions in the Sunnyvale Department of Public Safety (CA) – a fully integrated police and fire agency. During his career he managed every major law enforcement and administrative function, including patrol operations, investigations, narcotics/vice operations, internal affairs, records, recruiting and hiring, training, administration, school resource officers, traffic operations, crime prevention, emergency preparedness, the mobile field force, and the SWAT team. Having most recently retired from the Sunnyvale DPS, he has been a consultant for public safety services for the last ten years.

He has recently completed an internal affairs evaluation project for the City of Phoenix AZ, and a complete review of the Springdale, AR Police Department. He is currently completing projects for the Onondaga County Sheriff's Office, NY and the Boroughs of Montvale, Park Ridge and Woodcliff Lake, NJ.

He has also been an instructor for the California Peace Officer Standards and Training Executive Development Course, having taught a course on effective management of law enforcement organizations.

PROJECT EXPERIENCE

Mr. Pipkin has experience as a lead consultant with the following public safety agencies:

- Phoenix, AZ
- Springdale, AR
- San Antonio, TX
- Arlington, TX
- Vancouver, WA
- Spokane, WA
- Aurora, CO
- Goodyear, AZ
- Omaha, NE
- Gresham, OR
- Grants Pass, OR
- Berkeley, CA
- Galt, CA
- Gilroy, CA
- Anaheim, CA
- Beverly Hills, CA
- Cotati, CA

- Placer County, CA
- San Mateo County, CA
- University of Missouri, Kansas City, MO

MANAGEMENT ASSIGNMENTS

Command of Sunnyvale DPS Special Operations Bureau, 2001-2005
Liaison with the FBI and the Joint Terrorism Task Force 2004-2005
Command of the Police Field Operations Bureau, 2000-2001
Special Assistant to the Chief, 1999-2000
Fire Marshal, managed the Fire Prevention Bureau, 1997-1999
Command of Police Field Operations Bureau, 1994-1997
Community Services Bureau, Recruitment and Hiring, Training and Records, 1991-1994

EDUCATION

Graduate of the FBI National Academy, Quantico, Virginia
B.S. in Administration of Justice, California State University, San Jose

PROFESSIONAL CERTIFICATES

P.O.S.T. Management Certificate, 1993
P.O.S.T. Supervisory Certificate, 1986
California Community College Lifetime Teaching Credential, 1983
P.O.S.T. Advanced Certificate, 1980

ROBERT FINN
Senior Manager, Matrix Consulting Group

BACKGROUND

Robert Finn is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety. Mr. Finn has a strong educational background coupled with a successful track record that includes strategic planning, budgeting, change management, community relations, and building collaborative partnerships allows this candidate to bring a unique vision geared toward guiding organizations through periods of accelerated growth and economic downturn.

EXPERIENCE IN PUBLIC SAFETY SERVICES

Mr. Finn has experience conducting Police management, staffing and operations studies, including recently for the following clients:

- Albuquerque, New Mexico
- Coral Gables, Florida
- Hanford, California
- Perrysburg, Ohio
- Phoenix, Arizona
- Orland Park, Illinois
- Stamford, Connecticut
- Watertown, Massachusetts

Mr. Finn has served at many levels in public safety, including as the following:

- Chief of Police (2008 to 2011)
- Chief of Fire Services (2004 to 2008)
- Lieutenant of Professional Standards (199 to 2004)
- Lieutenant of Training (1995 to 1999)
- Coordinator of Emergency Medical Services (1993 to 1995)

PUBLIC SAFETY ASSOCIATION AFFILIATIONS

Mr. Finn has served on various public safety related associations, including:

- Center for Public Safety Excellence as a Peer Assessor (2006 to Present)
- FBI National Academy Alumni Association, Quantico, Virginia (2002 to Present)
- CALEA Peer Assessor (2000 to 2005)
- Texas Association of Law Enforcement Planners as President (2000 to 2001)

EDUCATION AND TRAINING

He has a Master of Business Administration in Executive Leadership and a Bachelor of Science in Public Safety Administration from the Grand Canyon University, Phoenix (AZ), as well as training at the FBI National Academy and Basic Peace Officer and Firefighter Academy.

MARK OLSEN
Senior Manager, Matrix Consulting Group

BACKGROUND

Mark Olson serves as a trusted advisor, providing organizational, operational and management consulting services to local, state and federal government agencies. He has worked with more than 100 units of government during his 16-year consulting career. He previously served as a Director in the MAXIMUS Management Studies practice prior to a series of engagements with other consulting firms, including Management Partners and TATC Consulting. Prior to consulting, Mr. Olson spent nine years working directly in state and local government in a series of positions with increasing responsibility and authority.

EXPERIENCE IN PUBLIC SAFETY SERVICES

Mr. Olson has conducted police and sheriff's office studies which focused on service delivery strategies, patrol deployments, scheduling and levels of proactivity, case management, records management systems and business practices, policies and procedures, crime prevention programs. Mr. Olson has also conducted reviews of fire and emergency medical services. Projects have included evaluations of deployment, station locations, response policies, company staffing, non-call utilization, fire prevention and education, training, hazardous materials management, fire management and administration:

- Carver County, Minnesota
- Chandler, Arizona
- Coles County, Illinois
- Ford County, Illinois
- Kenosha County, Wisconsin
- Lee's Summit, Missouri
- Macon County, Illinois
- Miami, Florida

EDUCATION AND TRAINING

Mr. Olson received a BA degree in Political Science and a BA degree in Sociology from the University of Illinois – Urbana. He received his MA from the Harris School of Public Policy Studies at the University of Chicago.

2. STATEMENT OF QUALIFICATIONS

This section of our proposal provides a description of the experience of the firm and the project team to conduct police services studies, including feasibility studies.

1. SIMILAR PROJECTS AND OTHER LAW ENFORCEMENT EXPERIENCE

As noted in the previous section, public safety is a key business practice of the Matrix Consulting Group, representing approximately one-half of our core business operations as a management consulting firm. The following provides a representative example of policing agencies that we have worked with over the past years.

Agencies with Over 500 staff	Agencies with 200 – 500 staff	Agencies with Fewer than 200 staff
Alachua County (FL) Anaheim (CA) Anchorage (AK) Arlington (TX) Augusta (GA) Chatham County (GA) Durham (NC) El Paso (TX) Fulton County (GA) Jacksonville (FL) Las Vegas Metro (NV) Los Angeles County (CA) Milwaukee (WI) Nashville Metro (TN) Omaha (NE) Orange County (CA) Orange County (FL) Pasco County (FL) Salt Lake City (UT) San Antonio (TX) Santa Ana (CA) Santa Clara County (CA)	Albany (NY) Anoka County (MN) Beverly Hills (CA) Chatham County (GA) Chula Vista (CA) Escondido (CA) Gainesville (FL) Grand Prairie (TX) Huntington Beach (CA) Irvine (CA) Inglewood (CA) North Las Vegas (NV) Oceanside (CA) Ontario (CA) Pasadena (CA) Reno (NV) San Joaquin County (CA) Santa Ana (CA) Santa Monica (CA) Snohomish County (WA) Sunnyvale (CA) Tacoma (WA)	Beverly (MA) Brattleboro (VT) Briarcliff Manor (NY) Citrus Heights (CA) Corvallis (OR) Eastpointe (MI) Grants Pass (OR) Jupiter (FL) Lancaster (CA) Leesburg (VA) Los Gatos (CA) Lynwood (CA) Milford (MA) Napa (CA) North Miami Beach (FL) Palmdale (CA) Palo Alto (CA) Pittsburg (CA) Southlake (TX) Texarkana (TX) Terrell (TX) Walnut Creek (CA)

While the Matrix Consulting Group provides a variety of analytical services to local government, our most significant area of expertise is public safety law enforcement – we have personally served over 250 police departments and sheriff's offices in our careers, ranging in size from large metropolitan agencies (e.g., Albuquerque, Las Vegas, Orange County Sheriff, San Antonio, Omaha and Phoenix) to small, more rural environs (e.g., Corvallis, Napa, and Grants Pass). Our depth and breadth of experience in a variety of law enforcement settings provides a unique understanding of law enforcement services nationally.

2. SAMPLE PROJECTS

Whereas the above provides representative examples of the diverse agencies with which we have worked, the following provides specific examples of recent projects that illustrate our depth and breadth of experience. It should be noted that in the last three years we have performed numerous public safety engagements throughout the Country as partially illustrated in our project listing, references, and as shown below.

- **Review of Internal Affairs, Discipline and a Cultural Assessment of the Police Department (2009)**
Vancouver, Washington

The Matrix Consulting Group took an in-depth look at the demographics of the department in terms of diversity, both from a cultural and a gender perspective. The study focused on how the department reflects the community and how comparative cities measure up as well. The project team thoroughly reviewed and evaluated the complaint investigation and disciplinary process within the agency. The PPD process was compared to "best management practices" as well as the current practices of comparative cities. Finally, the project team examined perceptions in the department with a limited scope on diversity and discipline. The examination included an internal review to identify officer's perceptions of minority opportunities and the disciplinary process, specifically their opinions regarding fairness in both of these areas.

- **Staffing and Policies Review for the Police Department (2009)**
Inglewood, California

Members of the project team conducted a comprehensive evaluation of the staffing and operations of the Inglewood Police Department. Additionally, an independent review was conducted of the policies and procedures of the IPD to ensure they were developed consistent with best practice, CALEA and other available standards.

- **Shift Scheduling Alternatives for the Police Department (2010)**
Tacoma, Washington

Members of the project team performed an in-depth review of alternative shift schedules for the third largest city in the State of Washington. The evaluation included the impacts of the 4/10 versus 3/12 program on service delivery, operational costs, employee morale, response times, etc.

- **Police Department Operational Analysis (2010)**
Richmond, Virginia

In this study the project team conducted a thorough analysis of the organization and operations of this Virginia capital city department. Key recommendations included a reorganization of the Department and a reduction of management

staffing levels; a redeployment of field resources, improved focus of community policing efforts; reduction and reassignment of investigative staff and use of technology to improve records management.

- **Organizational Study of the Police Department (2009)**
St. Petersburg, Florida

In this study the project team focused on the following major areas – organizational structure, staffing projections for the entire Department, as assessment of their community policing program, issues related to employee recruitment and retention, and internal investigations. Principal recommendations included making community policing officers more accountable, spreading community policing responsibilities throughout the Department, seeking community assistance to community policing goals; new strategies for retaining staff (e.g., mentoring program), and a reorganization of command staff.

- **Patrol Resources Analysis (2008)**
Milwaukee, Wisconsin

This engagement was conducted in two phases: one to provide an analysis of police officer staffing needs in the Milwaukee Police Department Patrol Bureau using the 'best use' of current resources available; and the second phase to provide the project team's analysis of the optimum level of patrol staffing within the MPD based on the same workloads as well as alternative scheduling, service level targets, etc. In developing this report, the project team utilized the Patrol Resource Allocation Manual developed by the Center for Public Safety at Northwestern University as well as a patrol officer utilization model developed by the Matrix Consulting Group (this model was utilized to identify current patrol capacity and utilization issues).

The above representative projects illustrate the breadth and depth of our experience performing a variety of law enforcement operational reviews throughout the nation.

3. ILLUSTRATIVE CUSTOMER REFERENCES

The following list provides samples of law enforcement projects recently completed and is only representative of the 250 law enforcement projects we have conducted. In reviewing the client assignments described, it is important to note that members of our proposed project team played lead roles in each of these projects and that they were all performed in the last four years. As a result, these projects represent the personal and specific experience of the team we would assign to work with the Newburgh Police Department.

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Client	Project Summary	Reference
<p>San Antonio, Texas Police Department Organizational and Operational Review</p>	<p>This project was organized in five areas – staffing: in which we recommended a redeployment of field personnel more consistent with workloads; technology: in which we recommended an overhaul of the Department's IT capacity and use of data to manage operations; business processes: in which we recommended the use of technology to eliminate many manual and duplicative processes; organizational structure: in which we recommended a better grouping of functions and the elevation of administrative services to 'bureau' status; and management: in which we recommended a 'back to the basic' approach to performance management. The most significant recommendation led to a supervisory and cultural change in the Department – there were too few first line supervisors with roles that resulted in little time to oversee operations. Both of these issues were addressed in the study and implemented by the City.</p>	<p>Erik Walsh Assistant City Manager (210) 207-8258</p>
<p>Phoenix, Arizona Management Study of the Professional Standards Bureau</p>	<p>In this study of the Professional Standards Bureau (i.e., internal affairs) the project team developed recommendations to improve case processing (e.g., case assignment, training, use of systems); improve review processes and mechanisms associated with the Discipline Review Board and Use of Force Board; transparency and links to the public (e.g., Spanish language communications capabilities, records retention, website and telephone updates, reports; and outcomes (e.g., increasing maximum disciplinary periods) as well as reporting and command relationships in the Department.</p>	<p>Ed Zuercher Assistant City Manager (602) 262-7915</p>

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Client	Project Summary	Reference
<p>Vancouver, Washington</p> <p>Police Department Review</p>	<p>The Matrix Consulting Group took an in-depth look at the demographics of the department in terms of diversity, both from a cultural and gender perspective. The study focused on how the department reflects the community and how comparative cities measure up as well. The project team thoroughly reviewed and evaluated the complaint investigation and disciplinary process within the agency. The PPD process was compared to "best management practices" as well as the current practices of comparative cities. Finally, the project team examined perceptions in the department with a limited scope on diversity and discipline. The examination included an internal review to identify officer's perceptions of minority opportunities and the disciplinary process, specifically their opinions regarding fairness in both of these areas.</p>	<p>Elizabeth Gotelli Human Resources Director (360) 487-8418</p>
<p>Lawrence Township, New Jersey</p> <p>Police Department Staffing Study</p>	<p>This study of the Police Department was initiated following several years of fiscal pressure on the Township. As such, the project team conducted an assessment to ensure that the Police Department was operating as efficiently as possible while providing for appropriate levels of service throughout the Townships. Although the project team found many strengths, specific recommendations included reduction of a command staff position, shifting targeted staffing levels to better distribute proactive time, and other enhancements to improve the supervision of field personnel.</p>	<p>Richard Krawczun Township Manager 609-844-7005</p>
<p>Brick Township, New Jersey</p> <p>Audit of Police Department Operations</p>	<p>The Matrix Consulting Group was retained by the Township to review staffing in the Police Department, where functions included traditional law enforcement as well as Emergency Medical Services. Recommendations included shifting personnel within the Department to address staffing needs, shifting some workload to civilians to reduce the need for additional police officers. The project team recommended the addition of Officers to Patrol and to reinstitute a SET team to respond to high frequency crime issues.</p>	<p>Scott Pezarras Business Administrator 732-262-1050</p>

We would be pleased to provide additional references, upon request.

3. PROJECT BACKGROUND

The Matrix Consulting Group has reviewed available sources, seeking to understand the issues leading to this project, and the needs of the City, City Council, Police Department, employees, identified community stakeholders, and the general residents in the Newburgh community.

The Police Department embraces the concepts of community policing. A significant step towards this end was the establishment of a Police-Community Relations Advisory Board in 2007. The Board held community meetings to solicit input regarding the Police Department and areas of concern about the community, crime and related issues. Issues identified included a desire for more police officers – including foot patrols (allowing for more frequent positive interactions), an improvement in attitude, and greater diversity on the police force. Additional quality of life issues, such as graffiti, were also identified.

One of the basic precepts of any community policing model is the development of community trust. Several factors impact the level of trust that can be realized by the Department. As much as the different outreach programs attempt to make connections with the public, a large percentage of the community relies on “perceptions” rather than facts to guide their opinion of the police that serve to protect them. Often a single incident can taint the image of a law enforcement agency for years.

For the Newburgh Police Department, the recent officer involved shooting in March 2012, even after the involved officers have been cleared of wrongdoing, has resulted in questions regarding its training and professionalism. The Officer’s union and the City Council have also been at odds and it has resulted in a vote of “no confidence” in the City Council by the PBA.

The City of Newburgh and the Police Department seek to re-establish the Department’s reputation with the community and to restore confidence in and within it. It is apparent that this study has been requested as a first step to improving community relations and as a demonstration of good faith, that the department is open to identifying opportunities for improvement and that the City Council is open to seeking ways to improve relationships with Police Department employees and their representatives. The Matrix Consulting Group proposes to accomplish this task by addressing five major areas affecting the police department.

- The Matrix Consulting Group Project Team will take an in-depth look at the “culture” of the organization and its relationship to the community. This includes the demographics of the Department in terms of diversity, both from a cultural and a gender perspective. The study will look at how the department reflects the community and how comparative cities measure up as well. The project team will look at the career opportunities within the Department for all employees, and members of a protected class. Finally, the team will examine the attrition rate of

4. PROJECT WORK PLAN, SCHEDULE AND COST

NPD sworn employees, and the retention of employees of all classes, as a measure of the health and strength of the organization.

- The Team will review and evaluate the complaint investigation and disciplinary process within the agency. This will include a review of the current policies/procedures, the process for receiving complaints, documenting those complaints and tracking complaints through to the conclusion of the investigation, as well as information provided to the complaining party throughout the process.
- The Team will review existing policy and training provided to line level employees and managers in use of force and related areas, citizen complaint investigation, cultural awareness and "diversity" training. This will include an evaluation of the training facilities available and used by the Department for training courses – both classroom training and field training (e.g., pursuit driving, firearms, defensive tactics and manipulative skills).
- The Team will evaluate the current patrol schedule and the overtime authorization practices and scheduling. The current schedules will be evaluated for efficiency, possible ways to reduce overtime and the viability of alternative work schedules. Employee leave usage will be evaluated to determine the level of usage and its impact in requiring the use of backfill overtime.
- Finally, the project team will examine perceptions among Police Department employees and members of the community. For employees, a survey instrument will be used to examine their perceptions of the fairness and efficiency of Department operations, career development and service to the community. The examination will include an internal review to identify officers' perceptions of minority opportunities and the disciplinary process and their opinions regarding fairness in both of these areas. For members of the community, two focus groups will be held to obtain their areas of concern, what they feel the Department is doing well, and improvements that can be made in community relations.

For each of these tasks the project team will identify areas of concern and positive factors and develop a comparison with current "best management practices" in law enforcement agencies.

The project team has worked for clients in communities with similar sensitive and controversial issues. In each of these projects, the project team has been able to provide professional and objective services that factually and clearly identify all of the issues, and make viable recommendations where opportunities for improvement exist. From this three-phased assessment approach, the Matrix Consulting Group endeavors to identify the current improvement opportunities that exist for the Newburgh Police Department.

4. PROJECT WORK PLAN, SCHEDULE AND COST

This section of our proposal provides our approach to this project, a proposed work plan, and a proposed timeline for completing this project.

1. OVERVIEW OF OUR APPROACH TO LAW ENFORCEMENT CONSULTING

The following subsections provide an overview of our approach to analyzing police departments in general and the Newburgh Police Department specifically. The description of each of these basic analytical elements is expanded on in the task plan provided later in the proposal.

(1) "Fact Based" Approach to Data Collect and Analysis

A central tenet of our approach in conducting studies is first, the identification and prioritization of issues to be resolved in the study; second, developing a solid analytical basis for evaluating operations and making recommendations. This methodology should be flexible enough to accommodate the unique elements of each client's own scope of work and unique requirements of the project. This includes:

- A complete review of the current disciplinary process as delineated in department policies, civil service rules, city charter and applicable state regulations.
- A detailed review of the current workload of the Internal Affairs Unit, including the number of complaints, complaint processing practices, number of investigations conducted, policy compliance reviews, and other tasks that may be assigned to the IA Unit. This assessment would include a review of individual cases, investigative practices, and the time expended/allowed for case investigation.
- Creating a comparative array depicting the ultimate finding and disciplinary actions for Internal Affairs investigations.
- A review of current recruitment plans and practices; and a review of employees recruited and hired over the last five years, including the current status of these employees, or reason for separation from the Department.
- Creating a comparative array depicting the demographics of the service community and the department.
- Concurrently, documenting how staff resources are deployed and utilized in the recruitment/hiring and internal affairs functions for the department.
- Documenting management systems and approaches to managing internal affairs investigations, and the disciplinary process. In particular, the project team would evaluate the impact of decentralization in terms of consistency and timeliness.

- Defining the staffing requirements for each function to achieve specific objectives.

Through these approaches the project team would develop an understanding of Newburgh's unique service environment and approaches to providing and managing these services.

(2) Interactive Study Process

In our extensive work with law enforcement agencies, we have found that a successful project requires staff involvement to build "ownership" in study findings. To achieve this objective, we propose a multi-faceted and interactive approach consisting of:

- **Project Initiation:** A meeting with the City Manager, Police Chief, and a designated project steering committee (if such a committee is designated by the client); additional information would be provided to department personnel through an appropriate written overview if desired, designed to allay concerns about the study and answer employee questions.
- **Employee Interviews:** Members of the Department involved in the functions that are the subject of this study will be interviewed to obtain information on these functions and their opinions on the issues in this study. A number of other staff would also be interviewed to provide their opinions regarding the issues in this study.
- **Staff Input:** Many clients also desire that all employees be afforded the opportunity for input through an anonymous questionnaire (survey) on their perceptions regarding the internal affairs process, disciplinary process and cultural diversity in the Department.
- **Other 'stakeholders' input:** The internal municipal contacts would include the members of the City Attorney's Office, Human Resources Department, and the Police-Community Relations Advisory Board.
- **Study review process:** We propose a study review process through the use of a Project Steering Committee, members would be identified by the client. We would plan to meet with this committee to review draft reports.

These approaches have resulted in high rates of implementation because staff better understand the need for change and their roles in achieving it.

(3) Comparative Analysis

The Matrix Consulting Group has been a leader in the use of 'best practices' and 'benchmarking' analysis in law enforcement analysis since the 1980's. Our expertise in this area is directly related to the experience gained working with over 250 law enforcement agencies.

The project team would develop a detailed list of "best practices" for use in a diagnostic appraisal of recruitment and internal affairs practices related to the Newburgh Police Department. This diagnostic appraisal would be utilized to identify those areas in which the organization currently meets the targeted service delivery objectives and which areas present opportunities for improvement.

The project team would conduct a comparative survey of four (4) other police departments in New York to understand whether operational and management 'best practices' have been implemented in peer agencies. The comparative study would assess how closely peer agencies are emulating community demographics.

These approaches would lead to the identification and prioritization of issues for resolution in subsequent tasks in the study.

(4) Project Management

We believe very strongly in clear communication with our clients. As a result, we utilize formal project management techniques in our studies. These techniques include:

- All project work tasks are defined in advance, providing documents to the client at a scheduled time.
- Internal (project team) and external (client) expectations and results are managed on a weekly basis.
- Weekly updates are provided to the client on the progress of the study.
- The project manager designs and personally reviews all interim and final products before they are delivered to the client.
- Formal client review meetings are scheduled in conjunction with project milestones to discuss the quality and direction of the project.

These project management approaches have resulted in all of our projects being delivered at a high level of quality, on time and on budget.

2. PROPOSED WORK APPROACH AND PROJECT PLAN.

This section describes the Matrix Consulting Group's detailed work approach for conducting this assignment, including deliverables for tasks completed.

Task 1 **Conduct Initial Interviews to Develop an Understanding of the Existing Culture, Demographics, Policies and Practices of the Newburgh Police Department Relevant to This Study.**

To become informed and knowledgeable regarding the relevant policies, practices, issues and people involved in this study the project team will need to conduct interviews of people in and outside the police department. This interview items include the existing culture of the organization, hiring and promotional practices (including the Equal Employment Opportunities (EEO) Plan), community relations, employee performance expectations and plans, citizen complaint investigation process, commendation practices, disciplinary process, use of force (lethal and less lethal) and reporting of force. Information also needs to be developed from the interviews regarding training provided to officers, tracking of the training provided, reinforcement of training by supervisors; and also practices and policies relating to the need for overtime and the scheduling of overtime.

To provide this level of understanding, the project team will accomplish the following:

- Conduct a kick-off meeting with the Project Steering Committee to clarify and prioritize issues to be resolved in this study.
- Interview the Chief and other top management in the NPD to obtain an initial understanding of the organizational philosophies regarding the items and issues detailed the above paragraph.
- Interview the City Manager (and other City officials as needed) to understand key issues from his perspective that led to the conduct of this study.
- Interview other members of the Police Department or other City Departments (e.g., Civil Service Administrator) to develop needed information related to this study.
- Interview members of the Police-Community Relations Advisory Board to obtain their perspectives related to this study.

These initial interviews focus on developing a thorough understanding of the current process and philosophy associated with the following:

- Existing culture and attitudes within the police department.

- Level of community relations between the police department and the public; the opportunities for planned positive interaction.
- Crime prevention programs in the police department and the handling of quality of life issues reported to the police department.
- Basic and in-service training provided to police officers; focusing on use of force, less lethal force, reporting the use of force, equipment provide to officers, cultural awareness.
- Adequacy of the training facilities used to provide the training courses.
- How the police department handles special events, crowds, and demonstrations; including the use of special units and mutual aid.
- Supervisory requirements and practices relating to the use of force, reporting the use of force and handling complaints from members of the public.
- “Early warning” systems that may be in place within the NPD.
- Citizen complaint investigation process.
- Formal and informal police department disciplinary process.
- The Department members who are conducting complaint investigations and the level of training provided to those members.
- The number of complaints generated internally and externally.
- Roles and responsibilities of command and supervisory officers at each level of the investigation and discipline process.
- Roles and responsibilities of the City legal counsel and the Newburgh Police Officers PBA in the investigation/disciplinary process.
- Discipline review, appeals process and imposition of discipline.
- Recruitment, recruitment plans, hiring, and promotional programs of the department; integration of minority hiring practices in these programs.
- Retention of employees.
- Overtime – the current practices used to approve and schedule overtime; information about the current patrol schedule as it relates to overtime requirements.

At the completion of this task, the project team will have a thorough understanding of the culture, philosophies and operations of the NPD regarding existing community relations, cultural diversity within the department, the training relating to use of force, the use of force practices, internal and external reviews of employee's conduct, the complaint investigation process, maintenance of discipline and the overtime practices.

Task 2 Document Employee Attitudes Toward Strengths and Opportunities for Improvement within the NPD.

To fully evaluate an organization, it is important that the project team understand the range of employee roles and perceptions in the NPD. To be credible, this input needs to be accomplished at the outset of the analysis. We have found in our previous work that interviews and the use of a survey instrument are ideal ways to maximize input and increase the perception of the study as an objective effort. Documentation and analysis of employee attitudes will consist of the following work steps:

- A representative number of Police Department staff will already have been interviewed by this time (completed in Task 1) and this information will be used to develop the survey for all employees.
- Preparation / distribution of an anonymous questionnaire (survey) to be distributed to all sworn and civilian employees. Surveys would be made available electronically through a secure Internet site or alternately, if desired by the client, employees could mail a completed survey directly to our office.
- Analysis of questionnaire results, differentiating among responses by employee type (sworn versus civilian); functional unit; and position (managers versus supervisors versus line employees).
- Preparation of a summary of the results and identification of any specific areas that may need more extensive exploration in subsequent study work tasks.

These initial interviews and survey would focus on determining individual attitudes toward the current internal issues in NPD and the quality of services provided to the community, including the following:

- The quality of patrol services provided to the community
- The level of positive and negative interaction between Officers and the community
- The sufficiency of in-service training provided to employees
- Fairness in the PD and City hiring and promotional practices

- Individual workload level of employees
- Opportunities for improvement in the patrol work schedule and overtime practices, including alternate work schedules
- Fairness and consistency in the handling of complaints, investigation of complaints, and disciplinary process
- Adequacy of the disciplinary process to provide redress for individual members
- Levels of representation throughout all levels of the department in terms of cultural and gender representation
- Opportunities for improvement in the complaint investigation, discipline, recruitment, hiring or promotional process

Based on the results of the interviews and surveys, the project team would identify potential issues existing within the NPD. The project team will complete a summary report of the issues noted during this phase of the study.

Task 3 Conduct Community Focus Group Meetings.

Simultaneously with developing input from within the Department, the Matrix Consulting Group proposes to hold two focus groups with invited community leaders, identified by the City and Department management, to encourage input into the study process (additional focus groups can be scheduled at the request of the City). Beyond this initial identification, staff support will not be needed unless there is a desire for staff to participate. These focus groups will solicit feedback from participants regarding their perceptions of the Department's service level to the community, responsiveness to complaints from members of the public, the disciplinary process and cultural diversity. The purpose of these meetings will be to obtain input regarding:

- Level of professionalism displayed by members of the NPD during personal contact and/or interactions with employees
- Satisfaction with the Department's outreach programs into the community
- Satisfaction with the timeliness of the Department's response to calls for service and the quality of services provided
- Perceptions of the community of the NPD complaint investigation and discipline process
- Awareness and perceptions regarding the Department's Police-Community Relations Advisory Board

- Perceptions regarding the NPD's use of force
- Perceptions of the NPD's demographic composition in terms of cultural and gender representation

Perceptions of the community provide valuable indicators of the effectiveness of police programs by identifying strengths, weaknesses and opportunities for improvement.

Based on the results of the focus group meetings, the project team would identify potential issues existing externally to the NPD. The project team will complete a summary report of the Focus Group findings.

Task 4 General Data Collection.

During this task, the project team would collect basic documents, policies and procedures that describe practices of the NPD relating to the scope of work. These documents would include:

- City Charter, Civil Service Rules, Directives (General Orders) related to training, use of force, disciplinary process, proactive patrol procedures, overtime procedures.
- EEO plan and workforce demographics.
- Police Department call for service workload and patrol officers' self-initiated activity (CAD call for service data).
- Statistics related to attrition (turnover) for the past three years.
- Statistical information regarding the level of overtime on patrol.
- Information related to Internal Affairs investigations, the review process and the disciplinary process.

Due to the confidentiality related to Internal Affairs documents, any necessary reviews of reports or documents will be done at the police department. Confidential documents would not be removed from the department.

The project team will review data and conduct an initial assessment of the level of compliance between written policy and field practice, as discerned from the interviews and review of documents.

Task 5 Evaluate Deployments and the Level of Service Provided in Order to Understand Issues Associated with Overtime.

One of the keys to this project is the analysis of overtime. Our team will understand the use and need for overtime by understanding field commitments, deployments and use of field resources. To develop this level of understanding, we will document and analyze the use of overtime, by type, in patrol and other functions in the Department, deployments and staffing levels, as well as workloads being provided to Newburgh residents.

The project team will evaluate the current level of field patrol services by analyzing the following:

- Using computer aided dispatching (CAD) data obtained from Dispatch or the call service center, field patrol workloads and response service levels will be profiled and analyzed for a 12-month time period using the following:
 - Community-generated calls for service by time of day and day of week, to include:
 - Call volume
 - Time required to handle calls for service
 - Time required for back-up
 - Incidence and time required to complete calls
 - If calls are identified by “priority” in the CAD data, the response times by priority of call for service handled. This will include:
 - Average response times for all priorities of calls for service
 - Distribution of response times by priority of calls
 - Any variations in response times by time, day or area
 - Number and type of calls handled by other means including use of civilian employees, and other forms of differential response that may exist.
- Levels of officer-initiated activity. Officer-initiated activity will be documented and analyzed in terms of the following:
 - Quantitative indicators of officer-initiated activity will be examined, to include activities such as:
 - Field stops/field interrogations
 - Traffic stops
 - Other self-initiated activity

- For a sample period, the scope and content of any patrol plans prepared for field patrol staff will be examined. This will focus on understanding the:
 - Time required to execute patrol plans
 - Performance expectations
 - Community oriented goals and action plans
- Document actual field patrol deployment practices with existing staffing levels in field patrol. Through analysis of rosters and other appropriate documents, the project team will document actual field patrol deployment in terms of the following:
 - Scheduled deployment by time of day and day of week.
 - Factors impacting units actually deployed compared to the number scheduled considering the following:
 - On-shift court appearance requirements
 - Sick leave, vacation and other time-off requirements
 - Special assignments
 - Training of all types conduct on duty
 - Other factors impacting deployment and availability
 - Uses of overtime by type and Department function.

Based on the results of preceding tasks, the project team would develop a summary report, or "profile", of the current operations and practices of the NPD relating to patrol services provided to the community; training / equipment / facilities; use of lethal and less lethal force; the internal / external reviews and controls of officer conduct and overtime practices.

Task 6 Identified Issues and Organizational Strengths will be Compared to "Best Practices".

In this task, the project team would develop an initial set of issues with respect to the efficiency and effectiveness of operations, in addition to identifying organizational strengths. This list would include the following information:

- Noted areas of concern and organizational strengths identified from the information obtained and work completed in the previous tasks.
- Related and relevant review of the "best management practices" used in police departments for each identified issue. The Matrix Consulting Group has been a leader in the development of 'best management' practice assessments of law enforcement agencies for over 20 years.

- This issues list would be developed to identify the following:
 - Areas of strength in the organization.
 - Areas identified as issues or concerns
 - Areas where there may be opportunities for improvement.

The results would be combined with the results of the previous tasks and documented in a summary report "Issues and Strengths List" combined with related best management practices. This Issues and Strengths List would function as a work plan for the remainder of the project.

Task 7 Assess Departmental, Operational and Personnel Management Systems in the Department.

The management systems and processes used to plan and control operations will be evaluated. Analytical attention will be focused on such major management system issues as the following:

- How does the Department plan, schedule and control the work to be done in patrol services and other work units involved in the scope of this study?
- Are missions, goals, and values effectively communicated throughout the organization? Are the units accountable for meeting these goals?
- How are goals, objectives and service level targets developed? Is appropriate community input sought?
- Is the level of openness of the Department and community involvement adequate for the community today? If not, what positive changes can be made?
- Should members of the community have a greater role in Department matters? If so, in what specific areas?
- How productive are departmental personnel in performing their duties? How is this productivity evaluated?
- Do the City Manager, Mayor and City Council receive the information that they need to provide an on-going assessment of the performance of police services?

The result of this task will be an assessment of operational and personnel management systems and processes in the Newburgh Police Department. The sub-elements of this are further described in the following tasks.

Task 7.1 Organizational Culture, Community Relations and Training.

The study team will also assess the positive features and improvement opportunities which may exist in hiring practices, training and other related personnel management programs. Hiring practices and training issues to be addressed in the conduct of these analyses will include the following:

- What level of involvement does the community currently have in the NPD? Is the Department open and transparent to the community?
- Are there other reasonable opportunities for community involvement?
- How are community relations prioritized and staff held accountable for achieving high levels of community service and interaction? Are there sufficient opportunities for positive interaction with the community?
- Are there issues associated with the way in which the police department interacts with other City departments? For example, are services coordinated with traffic engineering? Are human resources policies and procedures followed?
- Do the recruitment and hiring practices work well within the requirements of the City's human resource policies and other requirements?
- Is the PD recruiting and hiring high quality candidates? Is the testing and background investigation process adequate? If not, what are specific improvement opportunities?

This sub-task will specifically address the internal relationships within the Department as well as mechanisms to identify and resolve problems.

Task 7.2 Training, Employee Conduct and Misconduct.

- What types of training course are provided to police personnel? Is the training sufficient and of high quality?
- What training is provided in critical areas such as the use of force, less lethal force and the escalation/de-escalation of force?
- Are training facilities adequate for all of the types of training required? If not, is there a plan to improve or obtain adequate facilities?
- Do training gaps or redundancies exist?
- How is career development and professional growth promoted within the Department?

- Is the existing performance appraisal system adequate, both from the perspective of forms employed and more importantly, as executed by managers and supervisors within the Department? Special attention will be accorded to:
 - Frequency and content of performance evaluations.
 - Types of measures employed to evaluate performance and the extent to which they are related to Department and City goals and objectives.
 - Quality of evaluations.
 - Provision of performance feedback between evaluations.
- Is an “early warning” system in place to assist supervisors?
- Is there fairness and consistency in the handling of complaints, investigation of complaints, and the disciplinary process?
- Is there an adequate appeal opportunity for individual members in the disciplinary process?
- Who is involved in the disciplinary review process – internal only or members of the public? Should there be any changes to the process?

The result of this sub-task will be a thorough assessment of professional standards / internal affairs in the Newburgh Police Department.

Task 7.3 Staffing, Deployment, Scheduling and Overtime.

- What patrol schedule is currently used and does it facilitate the efficient delivery of services to the community?
- What is the employee leave usage and its impact in requiring backfill overtime? Are there ways to reduce leave usage causing overtime?
- What are possible alternative schedules? Why would a different schedule be better?
- What are the overtime requirements and who approves overtime on patrol?

The result of this sub-task will be an assessment of patrol staffing needs together with tolerable levels of overtime associated with this.

The results of the analysis completed in this and other sub-tasks of this project will be drawn upon to raise and resolve these issues.

Task 8 Document Recommendations and a Plan of Implementation in a Final Report.

Once the work tasks noted above have been completed, our findings and recommendations will be documented in the form of a detailed management and operations plan for the NPD. This Draft and Final Report will consist of:

- Executive summary of all key findings and recommendations.
- Detailed analysis, findings and recommendations related to the complaint investigation process, discipline process and cultural diversity within the Department.
- The necessary steps required to implement the recommended changes, the person(s) responsible for implementation, and timing.

The final report and implementation plan will be reviewed with department staff and the project steering committee. Once all reviews have been completed and the report is finalized, we are prepared to present the final report to the project steering committee and eventually to the City Council and the public.

3. PROJECT SCHEDULE

The table, below, graphically displays the tentative schedule to conduct the Police Study. The chart shows the sequencing of each proposed work task, the elapsed time it would take to complete each task and the suggested timing of project steering committee meetings. As can be seen from the chart, we are proposing that the study be completed in a little over 12 weeks (three months).

Project Task/Week	1	2	3	4	5	6	7	8	9	10	11	12	13
1. Initial Interviews	█	Δ											
2. Employee Attitudes		█	█	█									
3. Community Input			█	█	█								
4. General Data Collection			█	█	█	█							
5. Field Operations					Δ	█	█	█					
6. Best Practices Assessment								Δ	█	█	█		
7. Evaluation of Issues											Δ	█	
8. Draft/Final Report												█	

Key: Δ = Project Steering Committee Meeting

4. PROJECT COST

The Matrix Consulting Group proposes to conduct this Study of the Newburgh Police Department for a fixed price of **\$42,000**. The detailed calculations of this pricing are provided below.

Project Task	Brady	Pipkin	Finn	Olson	Total
1. Initial Interviews	12	0	0	0	12
2. Employee Attitudes	0	0	12	0	12
3. Community Input	0	12	0	0	12
4. General Data Collection	8	20	12	12	52
5. Field Operations	4	16	0	0	20
6. Best Practices Assessment	4	8	8	8	28
7. Evaluation of Issues	4	12	12	12	40
8. Draft/Final Report	12	24	16	12	64
Total Staff Hours	44	92	60	44	240
Hourly Billing Rates	\$200	\$150	\$150	\$150	
Professional Staff Time Cost	\$8,800	\$13,800	\$9,000	\$6,600	\$38,200
Travel-Related Cost					\$3,800
TOTAL COST					\$42,000

We typically contract on a fixed price basis with monthly billings representing our progress on the project. We are, however, open to other approaches for payment.

RESOLUTION NO.: 22 -2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH MALCOLM PIRNIE-ARCADIS FOR THE CONSTRUCTION PHASE OF THE WASTE WATER TREATMENT PLANT WATER POLLUTION CONTROL PLAN EMERGENCY BACKUP GENERATION AND SOLIDS HANDLING SYSTEMS PROJECT AT AN ADDITIONAL COST NOT TO EXCEED EIGHT THOUSAND FIVE HUNDRED DOLLARS AND TO AUTHORIZE A CHANGE ORDER TO THE ELECTRICAL CONSTRUCTION CONTRACT WITH HUDSON VALLEY ELECTRICAL C&M, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS

WHEREAS, this Council, by Resolution No.: 254-2011 of December 12, 2011, authorized the City Manager to enter into an agreement for professional engineering services with Malcolm Pirnie-Arcadis in connection with the Waste Water Treatment Plant Water Pollution Control Plant Emergency Backup Generation and Solids Handling Systems Project (the "WWTP Project"); and

WHEREAS, this Council, by Resolution No.: 108-2012 of June 18, 2012, authorized the City Manager to execute and amendment to the contract for professional engineering services with Malcolm Pirnie-Arcadis for detailed design services in connection with the WWTP Project; and

WHEREAS, this Council, by Resolution No. 161-2012 of September 24, 2012, authorized the City Manager to execute a contract with Malcolm Pirnie-Arcadis for Construction Phase Services in connection with the WWTP Project; and

WHEREAS, this Council, by Resolution No. 167-2012 of September 24, 2012 accepted a bid and authorized the City Manager to execute an electrical construction contract with Hudson Valley Electrical C&M, Inc. in connection with the installation of the back -up generator for the WWTP Project; and

WHEREAS, during Super Storm Sandy the original location for the back-up generator was flooded and an alternative location was identified; and

WHEREAS, the New York State Department of Environmental Conservation has approved the alternative location of the back-up generator and approved an Amended Consent Order providing the City with additional time to re-locate and install the generator; and

WHEREAS, the installation of the generator at the alternative location will require additional services and amended contract with Malcolm Pirnie-Arcadis an amount not to exceed eight thousand five hundred (\$8,500.00) dollars as set forth in a proposal dated December 21, 2012, attached hereto, outlining the necessary scope and fee schedules related thereto and a change order to the electrical construction contract with Hudson Valley Electrical C&M, Inc. in an amount not to exceed one hundred sixty-five thousand (\$165,000.00) dollars; and

WHEREAS, the costs associated with the relocation of the back-up generator at the WWTP may be eligible for reimbursement from the Federal Emergency Management Agency; and

WHEREAS, funding for such project shall be derived from HG1.8130.0200.8100; and

WHEREAS, this Council has determined that entering into the amended contract with Malcolm Pirnie-Arcadis and authorizing a change order to the electrical construction contract with Hudson Valley Electrical C&M, Inc. is in the best interests of the City of Newburgh;

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

1. The City Manager be and he is hereby authorized to execute an amendment to the contract with Malcolm Pirnie-Arcadis for Construction Phase Services in connection with the relocation of the back-up generator in the Waste Water Treatment Plant Water Pollution Control Plan Emergency Backup Generation and Solids Handling Systems Project at an additional cost not to exceed Eight Thousand Five Hundred Dollars;
2. The City Engineer, Comptroller and Malcolm Pirnie-Arcadis, as the City's construction manager, be and they hereby are authorized to prepare and execute a change order to the electrical construction contract with Hudson Valley Electrical C&M, Inc. in an amount not to exceed One Hundred Sixty-Five Thousand Dollars for the installation of the back-up generator in the alternative location at the Waste Water Treatment Plant; and
3. The City Manager be and he hereby is authorized to make application to the Federal Emergency Management Agency for reimbursement of these additional costs.



Mr. Craig Marti, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12831

Malcolm Pirnie, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis-us.com

Subject:
Proposal for Benefit Cost Analysis for relocating Generator

Dear Mr. Marti:

Malcolm Pirnie, the Water Division of ARCADIS (Pirnie/ARCADIS), is pleased to submit this proposal to the City of Newburgh (City) for performing a benefit cost analysis (BCA) for the relocation of the generator at the Water Pollution Control Plant. The scope of work is as follows.

SCOPE OF WORK

Complete a BCA for the location change of the planned generator at the City's WPCP. This BCA will be used to justify added expenditure from altering plans for the location of the generator. FEMA's Benefit Cost Analysis Toolkit Version 4.8 will be used to complete this analysis so that it may be used in application for FEMA 406 Mitigation funds if the City decides to pursue such. Factors to be included in the BCA include, but are not limited to:

- Probability of flooding at the current planned location, as determined by FEMA Flood Insurance Study;
- Probability of flooding at the proposed location, as determined by FEMA Flood Insurance Study;
- Consequence of flooding at the current planned location, to include at least:
 - Impact to level of service to the service population;
 - Repair/replacement costs; and
 - Labor and equipment cost considerations.
- Consequence of flooding at the proposed location, to include those factors identified above;

Imagine the result

Water

Date:
December 21, 2012

Contact:
Joshua LaPlante

Phone:
518.250.2300

Email:
joshua.laplante@arcadis-us.com

Our ref:
04881003.0000

ARCADIS

Mr. Craig Marti
December 21, 2012

- Project cost considerations, including additional maintenance costs as a result of the location change;
- Elevations and dates of historical flood events; and
- Historical losses to the plant.

An information request will be submitted to the client as soon as the project is approved.

In addition, the client may wish to pursue FEMA Public Assistance or 406 Mitigation to aid in the funding of the project. Should the client decide to move forward with such actions, the team will prepare the appropriate paperwork and application materials in pursuit of said funds either individually or simultaneously, depending upon the strategy the client would prefer to use.

BUSINESS TERMS

Pirnie/ARCADIS proposes to provide our services for an additional cost of \$8,500, to be added to the current contract. We thank you for the opportunity to submit a proposal to provide the BCA and continue to assist the City. If you have any questions or comments regarding this proposal, or if you require any additional information, please do not hesitate to contact us. We look forward to continuing our association with the City.

Sincerely,

Malcolm Pirnie, Inc.



Joshua LaPlante
Project Engineer

Enclosures

RESOLUTION NO.: 23 - 2013

OF

JANUARY 28, 2013

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND TO ACCEPT IF AWARDED
A GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY
AND FEDERAL EMERGENCY MANAGEMENT AGENCY FOR FIRE PREVENTION
AND SAFETY IN AN AMOUNT NOT TO EXCEED \$620,000.00
WITH A TEN PERCENT IN-KIND SERVICES MATCH**

WHEREAS, the Department of Homeland Security and Federal Emergency Management Agency (FEMA) has offered a Fire Prevention and Safety Grant; and

WHEREAS, the Fire Department has proposed an application for said grant in an amount not to exceed \$620,000.00 with a required ten percent (10%) match of in kind services for three years to establish a strong, community based fire prevention and safety education program by hiring a bilingual fire safety educator who will target the needs of the most at risk groups for injury: children and the elderly; and

WHEREAS, the program will have three objectives and measurable outcomes which include Educate the Community, Involve the Community, and Fire Prevention Task Force; and

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

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 and accept if awarded a grant from the Department of Homeland Security and Federal Emergency Management Agency for a Fire Prevention and Safety Grant for an amount not to exceed \$620,000.00 with a ten (10%) percent in-kind services match.

CITY OF NEWBURGH FIRE DEPARTMENT

Memorandum

TO: City Council
City Manager

From: Michael Vatter, Chief of Department

SUBJECT: FEMA Fire Prevention Grant Application

DATE: January 18, 2013

We are in the process of preparing a Fire Prevention and Safety grant application which is due to be filed in early February. The grant originates with the Department of Homeland Security and FEMA. The grant requires a ten percent (10%) match, which can be of "in kind" services.

Our proposal is for a grant not to exceed six hundred twenty thousand dollars (\$620,000) over three years to establish a strong, community based fire prevention and safety education program by hiring a bi-lingual fire safety educator who will target the needs of the groups most at risk for injury: children and the elderly. The program will have three objectives and measurable outcomes.

Objective 1: Educate the Community. The City of Newburgh Fire Department will hire a full-time, bilingual (English/Spanish fluency) fire prevention educator. This educator will be an experienced, effective educator who has significant experience in educating a challenging demographic and helping people construct active plans that will improve their safety. The educator will be complemented up by a full-time community outreach coordinator who will be focused on ensuring that the educator is out in the community on a regular basis, educating the community, not pushing paper and scheduling appointments. The educator will host or attend four to six meetings per week, 50 weeks per year for a total of 200 educational outreach programs per year and 600 throughout the grant period.

Objective 2: Involve the Community: The City of Newburgh has been working on initiatives that are cross-sector, public/private partnerships and involve new partners working in innovative manners. In the past two years, tremendous success has been seen as a direct result of these partnerships. Notably: The creation of the Newburgh Community Land Bank, necessary parking tribunal legislation and the development of resident/constituent teams that are focused on redevelopment. As a direct continuation of these efforts the City's Community Development Office will be piloting "Neighborhood Alert Centers/Teams" modeled after the success that Little Rock, Arkansas has had in

improving city/resident engagement during the summer of 2013. These teams will be focused on engaging residents with City staff specifically with Codes Enforcement, Police and Fire departments.

Objective 3: Fire Prevention Task Force: This objective will be addressed in two forms. First, a Fire Prevention Task force will be created. This task force will consist of: City Fire Chief, City Manager, City Mayor, Fire Educator Chairperson of the Newburgh Enlarged City School District, Chairman of the Interfaith Council, CEO of St. Luke's Cornwall Hospital, President of Mount Saint Mary's College, President of SUNY Orange, Chairperson of Waterfront Committee and at least five residents. The concept behind this is to provide guidance to the Fire Educator in developing programs, working on refined outcome statements and most importantly extending the impact of the one FTE educator. The hypothesis is that by the formation of an active, working task force the impact of the educator will be extended two to three times, therefore helping to foster an environment of change.

Task Force:

- Outcome:
 - o The task force will meet monthly and have a complete understanding of the program that members are able to communicate to their associated constituency.
 - o Measurement: Monthly meetings (minutes), pre and post survey for understanding.
 - o Impact: The monthly meetings and gain in knowledge will be communicated to the associated constituency which by design is varied and will therefore influence and back up the educator's efforts.
- Outcome:
 - o The task force will help the educator and coordinator gain entry into various constituencies, faith based, educational, medical institutions and social groups.
 - o Measurement: Each member of the task force will have facilitated at least four educational activities for the educator to attend.
 - o Impact: First person enter into the diverse constituencies will enable the educator to be more effective and gain entry when entry could have been denied without such assistance.

Educator Specific:

- Outcome:
 - o The educator will facilitate and/or attend four to six diverse activities aimed at high-risk populations per week. High-risk defined as 65 and over, youth and underserved.

- Measurement: Calendar of educator, reported monthly to Program Director, Michael Vatter, Esq., City of Newburgh Fire Chief and Task Force Chairman.
- Impact: 200 Events per year, 600 Events over three years, reaching 80% of the documented and undocumented residents of the City of Newburgh. In order to be effective the educator must be in the community working with the community to improve fire safety.
- Outcome:
 - Participants in the four to six events per week will have a measurable gain in knowledge in regards to fire education, and help contribute to the creation of a fire safe community.
 - Measurement: Pre-and post-test surveys to all participants available in both English and Spanish and tailored to audiences, i.e.: K-12th grade, new home owner, 65+, with cultural inflection as necessary.
 - Impact: In order for the goals of the program to be met, the assumptions must be validated. If the perceived assumptions are not evident in the pre-post test comparative analysis then the program will be modified in order to ensure that the stated goals are met. The program will be modified if necessary or further avenues developed.
- Outcome:
 - The community will have an increased trust of the Fire Department and increased awareness of safety.
 - Measurement: Pre program survey sent out to all City of Newburgh residents, and all constituents (defined as those who can readily be reached who work, volunteer or worship) within the City of Newburgh. Yearly follow up survey's sent to those who fill out the first pre-survey and to those who have not. We anticipate a 15% response rate on the pre-program survey and a 10% response on follow up surveys.
 - Impact: The ability to show that the community as a whole has an increased understanding will therefore lead to a safer community with preventable fire conditions.
- Outcome:
 - Reduction in preventable fires over grant period.
 - Measurement: Baseline all categorized fires from 2012, outliers removed. Comparative analysis standardizing for population growth/decline and economic factors.

Impact: The end result of the program, a perceived safer community and an actual safer community.

RESOLUTION NO. 24 - 2013

OF

JANUARY 28, 2013

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED JANUARY 28, 2013, AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$3,009,677.60, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,009,677.60 BONDS OF SAID CITY TO FINANCE SAID APPROPRIATION.

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to construct, acquire or undertake the various projects as described in column A of Schedule I attached hereto and hereby made a part hereof, at the estimated maximum costs indicated in column B of such Schedule I. The total estimated cost of such projects, including preliminary costs and costs incidental thereto and to the financing thereof, is \$3,009,677.60 and said amount is hereby appropriated therefor. The plan of financing

includes the issuance of not to exceed \$3,009,677.60 bonds of the City to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$3,009,677.60 are hereby authorized to be issued in the principal amounts indicated in column C of Schedule I for each of the respective objects or purposes indicated in column A of such Schedule I, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes and classes of objects or purposes for which said bonds are authorized are to be issued, within the limitations of §11.00 a. of the Law as referenced in column E of the attached Schedule I, are set forth in column D of the attached Schedule I.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in

anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Comptroller/Director of Finance, the chief fiscal officer of the City.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

"The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a

pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged.”

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in full, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in “*The Sentinel*,” “*The Mid Hudson Times*,” and “*The Hudson Valley Press*,” three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The adoption of the foregoing resolution was seconded by

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

Schedule I

2013 Capital Improvement Plan

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Project Description (object or purpose)</u>	<u>Estimated Maximum Cost</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Probable Usefulness</u>	<u>PPU Section 11.00 a. Reference</u>	<u>Specific or Class of Objects and Purposes</u>
Acquisition and installation of a new electric generator for 83 Broadway building	\$ 50,000.00	\$ 50,000.00	30	5	S
Acquisition of equipment, computer software and hardware for the IT, Fire, and Police departments	\$ 909,177.60	\$ 909,177.60	5	89	Comb
Partial reconstruction of various City buildings	\$ 340,000.00	\$ 340,000.00	15	12(a)(2)	C
Acquisition and installation of replacement parking meters	\$ 120,000.00	\$ 120,000.00	5	32	C
Paving of Dubois Street from Third Street to Broadway	\$ 350,000.00	\$ 350,000.00	15	20(c)	S
Acquisition of new pumper truck for Fire department	\$ 400,000.00	\$ 400,000.00	20	27	S
Acquisition of new vehicles for Fire, Police and DPW departments	\$ 384,000.00	\$ 384,000.00	3	77	C
Acquisition of new sanitation truck	\$ 220,000.00	\$ 220,000.00	15	28	C
Wastewater treatment plant improvements	\$ 236,500.00	\$ 236,500.00	30	4	C
Totals:	\$ 3,009,677.60	\$ 3,009,677.60			

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on January 28, 2013, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of January, 2013.

(SEAL)

City Clerk

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND
TO BE PUBLISHED
WITH RESOLUTION AFTER ADOPTION)

NOTICE

The resolution published herewith has been adopted on January 28, 2013, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

LORENE VITEK
City Clerk

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

January 28, 2013

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on January 28, 2013, at _____ o'clock P.M. (Prevailing Time).

There were present: Hon. Judy Kennedy, Mayor; and

Councilpersons:

There were absent:

Also present: Lorene Vitek, City Clerk

* * *

_____ offered the following resolution and moved its adoption:

Schedule I
2013 Capital Improvement Plan

ANTICIPATED EXPENSE YEAR		2013		BAN 2013											
PROJECT NAME	PROJECT GROUPING	PROJECT LOCATION	PROJECT DESCRIPTION	ESTIMATED MAXIMUM COST	AMOUNT OF BONDS AUTHORIZED	PERIOD OF PROBABLE USEFULNESS	PPU LFL Sec. 11.00 a. Reference	Specific or Class of Objects and Purposes							
Building Improvements	DPW	83 Broadway	New Generator (250-300 KW)	\$ 50,000.00	\$ 50,000.00	30	5	S							
Equipment Replacement	IT Dept	Council Chamber Upgrades	Camera Equipment to Stream Live Stream Meetings live via internet	\$ 25,000.00	\$ 25,000.00	5	35	S							
			Reconfigure Electronics for Council Chambers and New Dais for new Council Members	\$ 50,000.00	\$ 50,000.00	5	35	S							
		Police	GSU Analysis Software	\$ 30,000.00	\$ 30,000.00	5	35	S							
		Records Management	Electronic Document Management System	\$ 300,000.00	\$ 300,000.00	5	35	S							
			New Computer	\$ 1,075.00	\$ 1,075.00	5	35	S							
		Executive Office Engineer	New Computers	\$ 3,550.00	\$ 3,550.00	5	35	C							
		Corporation Council	New Computer and Software	\$ 4,169.00	\$ 4,169.00	5	35	S							
		Data Processing	New Computers and Printer	\$ 4,983.00	\$ 4,983.00	5	35	C							
		City Clerk	New Computers & Software License backup	\$ 15,600.00	\$ 15,600.00	5	35	C							
			New Computers, Office Equipment	\$ 4,300.00	\$ 4,300.00	5	35	C							
	Fire	Fire	New Firefighter Turnout Gear	\$ 150,000.00	\$ 150,000.00	5	35	S							
			New Radio Equipment	\$ 25,000.00	\$ 25,000.00	5	35	C							
			Self Contained Breathing Apparatus	\$ 140,000.00	\$ 140,000.00	5	35	S							
			Fire Hose Tester	\$ 3,500.00	\$ 3,500.00	5	35	S							
			4 Gas Multimeter	\$ 3,000.00	\$ 3,000.00	5	35	S							
	Police	City of Newburgh	Office Equipment	\$ 23,650.60	\$ 23,650.60	5	35	C							
			Officer Equipment	\$ 125,350.00	\$ 125,350.00	5	35	C							
Major Building Repairs	DPW	123 Grand Street Building	Improve heating and cooling systems.	\$ 40,000.00	\$ 40,000.00	15	12(a)2	S							
		Recreation Center - 401 Washington	New Roof	\$ 75,000.00	\$ 75,000.00	15	12(a)2	S							
		104 S Lander St	New Roof	\$ 75,000.00	\$ 75,000.00	15	12(a)2	S							
		Police 55 Broadway-Public Safety Building (Police and Fire	Building Evaluation	\$ 50,000.00	\$ 50,000.00	15	12(a)2	S							
			Immediate Repairs to Locker Room and leaking ceilings	\$ 100,000.00	\$ 100,000.00	15	12(a)2	S							
Parking Meter Replacements	DPW	City of Newburgh	Parking Meters and 1 Muni-Meter (Location TBD)	\$ 120,000.00	\$ 120,000.00	5	32	C							
Paving Projects	DPW	Dubois St	Pavement by DPW for portions of Dubois Street	\$ 350,000.00	\$ 350,000.00	15	20(c)	S							

**Schedule I
2013 Capital Improvement Plan**

PROJECT NAME	PROJECT GROUPING	PROJECT LOCATION	PROJECT DESCRIPTION	ESTIMATED MAXIMUM COST	Amount of Bonds Authorized	Period of Probable Usefulness	PPU LFL Sec. 11.00 a. Reference	Specific or Class of Objects and Purposes
Vehicle Replacement	Fire	Fire	New Pumper Truck	\$ 400,000.00	\$ 400,000.00	20	27	\$
			2 SUVs - Fire Prevention and New Duty Chief Vehicle	\$ 65,000.00	\$ 65,000.00	3	77	\$
	DPW	Police	Prisoner Van	\$ 40,000.00	\$ 40,000.00	3	77	\$
			Animal Control Van	\$ 15,000.00	\$ 15,000.00	3	77	\$
			K-9 Car	\$ 30,000.00	\$ 30,000.00	3	77	\$
			Replacement Police Vehicles (3)	\$ 90,000.00	\$ 90,000.00	3	77	C
	Sanitation	City of Newburgh	Replacement Pick up Trucks (4x4 - 3/4 Ton or 1 Ton Pick ups with Plows)	\$ 144,000.00	\$ 144,000.00	3	77	C
			Sanitation Truck	\$ 220,000.00	\$ 220,000.00	15	28	\$
				\$ 65,000.00	\$ 65,000.00			
				\$ 1,000,000.00	\$ 1,000,000.00			
WWTP	Sewer Department	Waste Water Treatment Plant (WWTP) Capital Updates (See Sewer Trent Files for Updates)	\$ 236,500.00	\$ 236,500.00	30	4	\$	
				\$ 236,500.00				
Grand Total				\$ 3,009,677.60	\$ 3,009,677.60			

RESOLUTION NO.: 25 - 2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CONVEYANCE
OF REAL PROPERTY KNOWN AS
12 LUTHERAN STREET (SECTION 29, BLOCK 8, LOT 10)
TO HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.
AT PRIVATE SALE

WHEREAS, by Resolution No.: 177-2012 of October 9, 2012 the City Council of the City of Newburgh, New York authorized the execution of a License Agreement with Habitat for Humanity of Greater Newburgh, Inc. to allow them access to 12 Lutheran Street more accurately described as Section 29, Block 8, Lot 10 on the official tax map of the City of Newburgh, for the purposes of continuing for performing certain predevelopment activities to determine whether to purchase 12 Lutheran Street; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. (hereinafter referred to as "Habitat") is a well recognized nonprofit organization whose goal is to strengthen communities by helping to build houses with families in need; and

WHEREAS, the mission of Habitat is to eliminate poverty housing and make simple, decent houses available through volunteer labor and tax-deductible donations of money and materials; and

WHEREAS, Habitat has submitted a proposal specifically requesting that 12 Lutheran Street (Section 29, Block 8, Lot 10) in the City of Newburgh undergo revitalization and rehabilitation; and

WHEREAS, Habitat seeks no federal, state or City funding for the restoration of such premises and, therefore, requests that the City sell such property for a nominal consideration; and

WHEREAS, the City Council has determined that it would be in the best interest of the City of Newburgh, its residents and future development to sell said property subject to the following conditions:

1. That Habitat homes are sold as single family homes, at no profit, constructed in part with sweat equity from the prospective homeowners and financed with affordable no interest mortgages.

2. That Habitat will rehabilitate, and obtain a Certificate of Occupancy for 12 Lutheran Street from the City Building Department within eighteen (18) months from the date of taking title.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized and directed to execute and deliver a quitclaim deed to sell the property described above, to Habitat for Humanity of Greater Newburgh, Inc., for the nominal price of One (\$1.00) Dollar, and in consideration of the above listed conditions of sale.

RESOLUTION NO.: 26 - 2013

OF

JANUARY 28, 2013

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LICENSE AGREEMENT WITH
HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.
TO PERMIT ACCESS TO CITY OWNED PROPERTY
LOCATED AT 11 LUTHERAN STREET (SECTION 29, BLOCK 9, LOT 8)
FOR THE PURPOSES OF PERFORMING CERTAIN PREDEVELOPMENT ACTIVITIES**

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. desires to purchase City owned property known as 11 Lutheran Street, more accurately described as Section 29, Block 9, Lot 8 on the official tax map of the City of Newburgh; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has requested that the City of Newburgh allow them access to 11 Lutheran Street prior to finalizing the purchase for the purposes of and to perform certain pre-development activities; and

WHEREAS, such access to the properties requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Habitat for Humanity of Greater Newburgh, Inc., and their contracted agents to allow access to 11 Lutheran Street, Section 29, Block 9, Lot 8, for the purposes of and to perform environmental testing.

LICENSE AGREEMENT

This Agreement, made this ____ day of _____, two thousand and thirteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a private business organization having an address of, 125 Washington Street, Newburgh, New York 12550, and their consultants and contractors as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, known as 11 Lutheran Street, and more accurately described on the official tax map of the City of Newburgh, New York as Section 29, Block 9, Lot 8.

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

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

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 11 Lutheran Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain tasks on said property owned by Licensor, including but not limited to excavating, filling, boring, testing, sampling, restoration and any and all other work appurtenant thereto.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

Fourth: Licensee will perform the subject work in connection with a site assessment and evaluation of a vacant residential property, including walk-through inspection, review of City of Newburgh and other records, review of governmental environmental records and data, and other measures relating to underground tanks, potential contamination issues, demolition of structures and related tasks. In the contract

by which Licensee retains consultants and contractors, they shall name City as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

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

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

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
Richard F. Herbek, City Manager

HABITAT FOR HUMANITY OF GREATER
NEWBURGH, INC.

LICENSEE

By: _____
Cathy Collins, Executive Director

RESOLUTION NO.: 27 - 2013

OF

JANUARY 28, 2013

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH MESH REALTY GROUP, INC.
FOR RESIDENTIAL PROPERTY MANAGEMENT SERVICES**

WHEREAS, on December 12, 2012 the City of Newburgh issued a Request for Proposals for Residential Property Management Services; and

WHEREAS, a total of four (4) proposals were duly received and opened on January 9, 2013; and

WHEREAS, the proposals have been reviewed by the necessary and appropriate staff; and

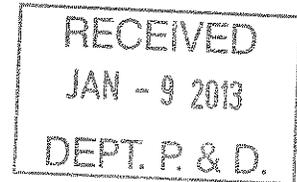
WHEREAS, upon such review of the submitted proposals it has been determined that Mesh Realty Group, Inc. provided a proposal that was consistent with the needs of the City, has a firm understanding of the local rental market and have proven successes, and proposed the most economical fee system; and

WHEREAS, this Council has reviewed the attached proposal and has determined that entering into a contract for residential property managements services with MESH Realty Group, Inc. is in the best interests of the City of Newburgh.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with MESH Realty Group, Inc., upon terms and conditions to be approved by the Corporation Counsel, for residential property management services.

MESH REALTY GROUP, INC.

**77-79 Broadway
Newburgh, NY 12550
(845) 565-6999
Fax (845) 565-3307**



January 9, 2013

Ms. Courtney Kane
Director of Planning and Development
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Residential Property Management Services

Dear Ms. Kane:

Mesh Realty Group, Inc. is hereby responding to the Request for Qualifications notice issued by the City of Newburgh. We are located on the corner of Grand and Broadway, directly East of City Hall. Our company has been managing properties in the City of Newburgh, as well as managing our own properties, since 1985. I co-own the business with my wife, Stacey Mandel Milton. We are both brokers, as required by the State of New York. I have been licensed for approximately forty-two years, and am an approved HUD Housing Inspector. My wife has been licensed since 1985. We are joined by Kathy Parisi, a native of Newburgh, who has been licensed as a salesperson for twelve plus years, and has worked with us since 1998. We are not only experienced in managing properties, but we own residential buildings as well. (77-79 Broadway – 17 apartments and two offices; 49 Grand Street – two apartments and 3,500 square feet of office space currently rented by Best Resources; 36-38 Chambers Street – 10 fully rented apartments and three offices, and the Key Bank Building on the corner of Grand and Broadway).

Our company took over management of “The Foundry” in 1998, and managed it until 2007. When we first took over that assignment, it resembled the “Old Wild West”. It was rampant with squatters, drug dealers, and people behind in their rent. It also was plagued with pages and pages of violations. We worked with the building inspectors, fire department, and tenants to bring about a graphic change. Mesh has also worked with new building projects, such as, The Yellow Bird Condominiums, and 430 Owner’s Corp, a thirty-six unit co-op in Manhattan. (430 East 77th Street, NY, NY 10021).

We currently manage a scattered site project of eleven buildings (16 residential units) on Dubois Street for the National Development Council as well as six buildings housing 12 units owned by H.O.G.A.R. Our company was given the management of NDC’s project due to the high number of delinquent rents at the time, as well as the need for proper repair work to be done.

Mesh Realty Group, Inc. understands, first hand, the need for quality living conditions in the City of Newburgh, and the impact that substandard housing can have on the positive growth of the community. We are very responsive to the repair requests of the residents in our

buildings. That is our job. We are very successful in collecting tenant's rents in a timely fashion. That is their job. We successfully bring those two ideals together. It is a fact that, the condition of a building, and the living conditions of the tenant are contagious. If the building and living quarters are in bad shape, the residents, and their neighbors are less likely to maintain their property. If there is pride of ownership, and pride in one's living conditions, it is contagious in a positive way. Mesh Realty Group, Inc. is very conscious of the things that add to the quality of life and growth of the City of Newburgh. Our employees are members of:

- Armory Board of Managers
- Downing Park Planning Committee
- Glenn Hines Memorial Boys and Girls Club
- Meals on Wheels – Driver, and Board Member
- Affordable Housing Conservancy
- Jewish Community Center

The way our company is set up, I will be liaison with the individual at City Hall who is in contact with code compliance and fire department issues, rental status, and which properties are currently being taken back by the City for back taxes, etc. My wife, Stacey is an effective and expert expeditor. She will oversee and trouble-shoot the collection of rents, and co-ordinate with the various agencies that we deal with on a regular basis. Due to our lengthy tenure in this business, we have established strong and credible relationships with:

- Section 8 (Now referred to as Pathstone)
- Orange County DSS
- Newburgh Housing Authority
- RECAP
- Project Life
- Center for Independent Living
- Catholic Charities

Kathy will back us both up and make sure that I am aware of all repair requests, and any collection problems. Kathy will also co-ordinate with attorneys, when eviction proceedings are required. She will fill vacancies with approved tenants, checking background information, etc. Kathy will also process leases, as well as monthly income and expense reports. We use independent, insured contractors to perform the work needed. These contractors will list the City of Newburgh, as an additional insured. This avoids both the City and Mesh Realty from having employees and the liability that comes along with that relationship, as well as payroll and benefit expenses. Mesh Realty Group, Inc. is bonded and insured.

Mesh Realty Group, Inc., will provide the following services for a fee of five percent (5%) of the amount of rents **collected** monthly. For that fee, Mesh Realty Group, Inc. will supply the following services:

- Mesh Realty Group, Inc. is owned by licensed real estate brokers, which is a State requirement, and agrees to keep said licenses current.

- We will process leases and monthly rentals, and co-ordinate evictions with attorneys who are currently approved by the City of Newburgh

- Mesh will collect rents in the amounts communicated to them by the City of Newburgh. Mesh shall advise the City of any rents that they feel are lower or higher than the current market rates.

- Mesh will deliver to the City, monthly income and expense reports for the properties under their management. If desired, quarterly meetings with the

designated City personnel will be held. Meetings with City staff or City Council will be scheduled as required.

Mesh will supply the City with current rent rolls monthly, or at such intervals, as the City shall deem necessary.

Mesh will act as the liaison between the City and tenants, and handle repair requests by the tenants in order to keep the properties compliant with health and safety regulations.

Repairs, greater than five hundred dollars (\$500.00), will require approval by a designated City employee.

Plumbers and electricians who are used on City jobs will be licensed and approved by the City of Newburgh.

Work performed by Mesh subcontractors will be billed out at a rate of \$35.00 per hour for the first year, \$36.00 per hour for the second year, and \$36.00 per hour for the third year. **This work will first be offered to the Department of Public works, to be done at no charge to the City, and if performed by DPW, no fee will be charged by Mesh Realty Group, Inc.** In the event DPW is unable to perform the required work, or is otherwise engaged in other work matters, Mesh Realty Group will do the required work at the above rates, after confirming with DPW.

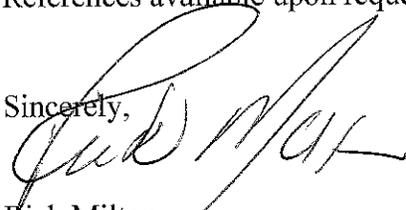
In the event of major work being done on the buildings, tenants will be notified in advance by Mesh, as to the extent of the work to be done, as well as the scheduled commencement of the work.

Mesh will use newspaper advertising, and long standing relationships with service providers, to fill any living units, as they become vacant, to maximize the income and cash flow.

Mesh will work with the City to determine the proper amount of rent to charge in each case. Mesh strongly recommends the initial income be targeted to pay for an insurance policy to protect the City from any liability stemming from the occupied properties and their occupants.

References available upon request.

Sincerely,



Rick Milton
Vice-President

RESOLUTION NO.: 28 - 2013

OF

JANUARY 28, 2013

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 72 HASBROUCK STREET
(SECTION 38, BLOCK 3, LOT 61)
AT PRIVATE SALE TO KEITH GIFFT AND HEATHER GIFFT**

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

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, Keith Giff and Heather Giff, the former owners of 72 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 61 on the official tax map of the City of Newburgh, have requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 72 Hasbrouck Street, Section 38, Block 3, Lot 61, to Keith Giff and Heather Giff be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the purchase price of \$20,262.53, which represents all past due tax liens, together with all interest and penalties accruing thereon, including attorneys fees, in full; and that said purchase price must be paid no later than February 28, 2015, and in accordance with said terms and conditions; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale

1. City of Newburgh acquired title to the property known as 72 Hasbrouck Street, more accurately described as Section 38, Block 3, Lot 61 on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcel") in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. The parcel, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title.
3. The purchase price of the property is equal to the total of the delinquent taxes owing on the property in the amount of \$20,262.53. The purchaser shall pay to the City the purchase price as follows:

A down payment in the amount of \$4,348.42 shall be due on or before February 28, 2013. The amount of said down payment consists of \$2,322.17, which consists of the taxes for the 2012-2013 school district tax year and first installment of the 2013 City/County tax year and \$2,026.25, which consists of ten (10%) percent of the delinquent taxes owed. The down payment shall be payable by certified check, bank check, money order or cash.

The balance of the purchase price, after the down payment, plus interest at the rate of 25% per annum shall be due and payable in eight (8) installments as follows:

\$2,965.82 due May 28, 2013
\$2,965.82 due August 28, 2013
\$2,965.82 due November 28, 2013
\$2,965.82 due February 28, 2014
\$2,965.82 due May 28, 2014
\$2,965.82 due August 28, 2014
\$2,965.82 due November 28, 2014
\$2,965.82 due February 28, 2015

4. The purchaser shall be responsible for the payment of each remaining installment for the 2013 City/County tax year as follows:
 - \$571.69 shall be due on or before April 8, 2013
 - \$571.69 shall be due on or before June 6, 2013
 - \$571.69 shall be due on or before August 7, 2013.
5. Any and all future property taxes levied by the City of Newburgh and the Newburgh Enlarged City School District, including but not limited to the 2013-2014 school tax bill and the 2014 City/County tax bill, shall be paid by the purchaser to the City of Newburgh as the installments come due during the applicable tax year.
6. The purchaser shall continue to be responsible for all water, sewer and sanitation charges.
7. All payments due hereunder shall be payable to the City of Newburgh by **bank check, certified check or money order.**
8. Purchaser is advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
10. All informational tools, such as slides, tax maps, deeds, photos, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. **THE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.**
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges

that she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

12. All recording costs and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" by **bank check, certified check or money order**.
13. The entire purchase price and all closing costs/fees must be paid by cash or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 30, 2015. **The City is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the deposit shall be forfeited.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefore, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should the purchaser fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the purchaser. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
14. The purchaser warrants that he is in possession of the parcel and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcel. Purchaser may continue to permit his tenant to remain in occupancy and may collect rent from said tenant and remit such rent to the City of Newburgh. Said rent shall be applied to purchaser's payments as set forth in paragraphs 3, 4, 5 and 6 above.
15. If the purchaser fails to close title by the close of business on March 30, 2015, then, the City may, but is not obligated to offer the parcel to another purchaser.
16. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees that she shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, she shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during her possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.

17. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.

18. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price and closing fees/costs. Purchaser and tenant remain in possession of property the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

19. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

20. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

21. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he is the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he nor his assigns shall convey the property until after the date of the deed conveying title to the purchaser. If such conveyance in violation of these terms and conditions, the purchaser understands that he may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

KEITH GIFFT

HEATHER GIFFT

Date: _____

Date: _____

RESOLUTION NO.: 29 -2013

OF

JANUARY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT
AGENCY FOR A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET
FOR A TERM OF ONE HUNDRED EIGHTY DAYS

WHEREAS, the City of Newburgh has offered the City owned premises at 123 Grand Street for rental; and

WHEREAS, the Federal Emergency Management Agency has expressed an interest in using a portion of said premises to establish a Disaster Recovery Center/Public Assistance office to receive members of the public for the purpose of providing information regarding the status of applications and other general information on FEMA disaster assistance; and

WHEREAS, the term of the license shall be one hundred eighty days which may extended by mutual consent of the parties as set forth in the license agreement, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license agreement and finds that entering into the same would be in the best interests of the City of Newburgh and the community 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 execute the attached license agreement with the Federal Emergency Management Agency for the use of a portion of the second floor of 123 Grand Street in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security, and ~~Town~~ of Newburgh New York (Licensor.)

CITY

2. **Authority.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.

3. **Purpose.** FEMA desires to use, and the Licensor agrees to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

(description of property e.g. "Two story building with adjacent parking lot" and address. Include any areas excepted from use or for shared use)

4. **Scope.** The Licensor will authorize FEMA the use of the premises identified above for the following purposes:

(e.g. FEMA will use the Premises primarily as a Disaster Recovery Center/Public Assistance office where FEMA will receive members of the public for the purpose of providing information such as the status of applications, and general information on FEMA disaster assistance. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs.)

5. **Duration.** This Agreement shall become effective upon execution, and expire no later than _____, unless terminated prior to that date with 10 calendar days notice from either party. The Agreement may be extended by mutual consent of the parties.

6. **Duties and Responsibilities.**

a. Licensor shall:

1) At no cost to FEMA, maintain the premises in good repair and condition, and supply utilities including heat, air conditioning, light, ventilation, sanitation, trash removal, and cleaning services during the period of this Agreement unless FEMA enters into separate agreements to provide for utility, sanitation and cleanings services;

2) Provide FEMA with any keys or other instruments necessary to access the Premises, as needed by FEMA, and coordinate with FEMA to assist with limiting the access of third parties;

3) Maintain at Licensor's own expense existing electrical service, and all other utilities including water and sewer for the duration of this Agreement, unless separately metered and contracted for by FEMA under separate agreements;

4) Permit FEMA to install, if necessary, electrical and telecommunications upgrades with the approval of the Licensor, which will become the property of the Licensor upon termination of the lease and not be removed by FEMA;

5) Permit FEMA to provide, as necessary, office furniture and equipment for its use. This property and other removable property provided by FEMA necessary to carry out the intended use of the Premises will remain FEMA property in the exclusive control and authority of FEMA in accordance with FEMA 119-7-1, and will be removed by FEMA upon termination of this Agreement; and

6) Permit FEMA to make other minor alterations to the Premises such as the installation of signage, which will be removed upon termination of the Agreement.

7) Maintain insurance for liability, and for loss of or damage to the property, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA shall:

1) Maintain the Premises in clean and orderly condition;

2) Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6a(4) above, and including the removal of any items installed in accordance with 6a(5) and (6) above;

3) Provide for any required security or cleaning services under separate contract at FEMA expense; and

4) Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

7. Non-Fund Obligating Agreement. Nothing in the Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

8. Liability. Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all

claims or suits arising under this agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

9. Compliance with Applicable Law: The Licensor shall comply with all Federal, State and local laws applicable to the Licensor as owner, or Licensor, or both of the Premises, including, without limitation, laws applicable to construction, ownership, alteration or operation of both or either thereof, and will obtain and maintain all required and permits, licenses and similar items, at no cost to FEMA. United States law will be applied to resolve any dispute or claim.

10. Proper Use of Premises. Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent environmental conditions which could be affected by FEMA's intended use of the Premises. Any known environmental conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

11. Integrated Agreement: This Agreement contains the entire agreement of the parties. No agreement outside of this document can alter these provisions. Any changes to this Agreement must be made in writing with the mutual consent of the parties.

12. Points of Contact.

- a. The FEMA Point of Contact is:
(Name) Paul Swindells
(Title) DR-4084-NY Branch III Facilities Manager
(address) 2900 Westchester Ave, Purchase, N.Y. 10577
(phone and email) BB 337-207-3515 paul.swindells@fema.dhs.gov

- b. The Licensor's Point of Contact is:
- c. (Name) Michael J Vatter
- d. (Title) ^{City} ~~Town~~ of Newburgh Fire Chief
- e. (address) 123 Grand St Newburgh, N.Y. 12550
- f. (phone and email) 845-569-7412 firechief@cityofnewburgh.ny.gov

13. Other Provisions. Nothing in this agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this agreement is inconsistent with any

such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

14. **Effective Date.** The terms of this agreement will become effective on the date of signature of the authority representatives of all parties.

15. **Modification.** This agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:



PAUL Swindells
site INSPECTOR
POC

Date: _____

Date 1/25/2013