

City of Newburgh Council Work Session
5:00 pm
November 8, 2012

AGENDA

1. Executive Session:
 - a. Pending Litigation
2. Procedural Items Related to the City Council Meeting of November 13, 2012
 - a. Approval of meeting minutes
 - b. Departmental Reports
 - c. Notices of Claim and Summons'
 - d. A public hearing will be held regarding the 2013 Budget
 - e. Curlye would like to present a plaque to honor Samyr Laine, NFA graduate, to recognize his academic and athletic achievements
3. Community & Economic Development and Real Estate:
 - a. Sealed Bid Update and Property Management Discussion
 - b. Request to Purchase:
 - 196 Dubois Street
 - 210 Ann Street
 - 187 Lander Street
 - 148 Johnston Street
 - c. (Res. 196) Schedule a public hearing for November 26, 2012 regarding CDBG annual plan 2013
 - d. (Res. 197) Leyland Alliance update
 - e. (Res. 198) Authorizing a sub-recipient agreement with Pace University Land Use Law Center as it relates to the TSEC grant funds to provide expedited economic development assistance to companies looking to relocate or expand in the City of Newburgh.
4. Finance Department:
 - a. Office of the State Comptroller's Report – Council Oversight and Revenue Enhancement Opportunities
 - b. Proposed changes to the 2013 budget/fees
 - c. Not-for-Profit Contributions to the City; PILOTs, Curb Taxes, Fees for Service – Mayor Kennedy

- d. (Res. 199) Acceptance of grant in coordination with Orange County for participation in the Youth and Police Initiative in an amount not to exceed \$4,200.00
- e. (Res. 200) Acceptance of Funding from Orange County Youth Bureau in the amounts of \$9,411.00 for Recreation funding and \$8,438.00 for Service funding.
- f. (Ord. 7) Ordinance to amend Chapter 163 Fees as it relates to sanitation, water and sewer fees.

5. Discussion:

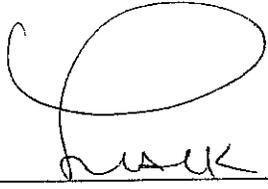
- a. (Res. 201) Schedule a public hearing for November 26, 2012 regarding a local law enacting City Code Chapter 70 entitled Parking Violations Bureau
- b. (Res. 202) Appointment of the City's Commissioners of Deeds
- c. Gun Buy Back update – Councilman Dillard
- d. (Res. 203) Appointing Natalie McKinstrie to Waterfront Advisory Committee
- e. Board Opening:
 - Board of Ethics – request for members
 - Human Rights Commission – review of candidate's qualifications
- f. City Manager search – Mayor Kennedy

6. Executive Session:

- a. Pending Litigation

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	25	437.50
			Sub-Total:	\$437.50
1550	Bordatella Booster	Bordatella Booster	1	38.00
			Sub-Total:	\$38.00
A1255	Conservation	Conservation	10	13.76
			Sub-Total:	\$13.76
A12550003	Misc. Fees	Certified Copies - Marriage	24	240.00
			Sub-Total:	\$240.00
A12550008	Misc. Fees	Copies	63	15.75
			Sub-Total:	\$15.75
A12550010	Misc. Fees	Returned Check	1	20.00
			Sub-Total:	\$20.00
A12550012	Thumbprint Fee	Thumbprint Fee	1	5.00
			Sub-Total:	\$5.00
A15200001	False Alarms	False Alarms	1	250.00
			Sub-Total:	\$250.00
A1550	Public Pound	Public Pound	1	10.00
			Sub-Total:	\$10.00
A15500004	Dog Redemption	Redemptions	1	35.00
			Sub-Total:	\$35.00
A15500010	Vet Bill (rabies)	Vet Bill (Rabies)	1	28.00
			Sub-Total:	\$28.00
A21150005	Gis Mapping Services	Gis Mapping Services	2	25.00
			Sub-Total:	\$25.00
A2544	Dog Licensing	Female, Spayed	8	60.00
		Female, Unspayed	4	50.00
		Male, Neutered	6	45.00
		Male, Unneutered	4	50.00
			Sub-Total:	\$205.00
A25900004.0001	ALARM PERMIT PENALTY	ALARM PERMIT PENALTY	2	300.00
			Sub-Total:	\$300.00
A25900008	Alarm Permit	Alarm Permit	1	100.00
			Sub-Total:	\$100.00
A25900012	Peddlers Permit	With Handcart - Per Yr.	1	100.00
			Sub-Total:	\$100.00
A25900019	Taxi Cab License	Taxi Cab License	1	400.00
			Sub-Total:	\$400.00
A25900020	Taxi Drivers License	Taxi Drivers License	3	300.00
			Sub-Total:	\$300.00

Account#	Account Description	Fee Description	Qty	Local Share
Total Local Shares Remitted:				\$2,523.01
Amount paid to:	NYS Ag. & Markets for spay/neuter program			38.00
Amount paid to:	NYS Environmental Conservation			235.24
Amount paid to:	State Health Dept. For Marr. Licenses			562.50
Total State, County & Local Revenues:		\$3,358.75	Total Non-Local Revenues:	\$835.74



 City Clerk

11/2/12

 Date



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

NOVEMBER 2, 2012

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: REGISTRAR OF VITAL STATISTICS

I RESPECTFULLY REPORT THAT THERE HAS BEEN
RECEIVED IN THE OFFICE OF VITAL STATISTICS DURING THE MONTH
OF OCTOBER 2012 THE SUM OF \$5,828.00 AS FOLLOWS:

183 CERTIFIED COPIES OF BIRTH CERTIFICATES	\$1,832.00
399 CERTIFIED COPIES OF DEATH CERTIFICATES	<u>\$3,996.00</u>
TOTAL	\$5,828.00

IN ADDITION:

840 BIRTHS HAVE BEEN FILED IN THIS OFFICE TO DATE,
501 DEATHS HAVE BEEN FILED IN THIS OFFICE TO DATE,

LORENE VITEK

PERSONNEL REPORT
CIVIL SERVICE COMMISSION
OCTOBER 2012

FINANCE:

Kathryn Nivins
276 Temple Hill Rd
New Windsor, NY

Acting City Comptroller
Out of Title Pay 10/1-8/12
Additional pay of \$670.48

RECREATION:

Alice Boykin
133 Third Street
Newburgh NY

Boat Launch Attendant
Removed 10/1/12
\$8.00/hr.

Wilbert Boykin
133 Third Street
Newburgh, NY

Boat Launch Attendant
Removed 10/1/12
\$8.00/hr.

Alberta Pittman
408 Carpenter Avenue
Newburgh, NY

Boat Launch Attendant
Removed 10/1/12
\$8.00/hr.



CITY OF NEWBURGH

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LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Purchased Summons and Verified Complaint:
A. Iemma, Jr. et al vs. City of Newburgh

DATE: October 23, 2012

Please find attached *Purchased Summons and Verified Complaint* regarding the above, which was personally served on our office on this date.

Attachment

Cc City Manager
Mayor & Council

2012 008993

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

ANTHONY IEMMA JR., ANTHONY IEMMA SR. AND
MARIA E. IEMMA

INDEX NUMBER

Plaintiff's

against

RECEIVED
OCT 23 2012
CITY CLERK

PURCHASED
SUMMONS
THE PLAINTIFF
DESIGNATES ORANGE
COUNTY AS THE PLACE
OF TRIAL
DEFENDANT'S RESIDE IN
ORANGE COUNTY

ORIGINAL FILED

THE CITY OF NEWBURGH

DEFENDANT

FILED
ORANGE COUNTY CLERK
2012 OCT 23 11:39 AM

To the above named Defendant:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorney within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state or with 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Suffern, New York



Barry Traub Esq. 3 Wesley Chapel Rd.

Suffern, New York 10901 (845) 893- 9039

To: The City of Newburgh

83 Broadway Newburgh, N.Y. 12550

ANTHONY IEMMA JR., ANTHONY IEMMA SR. AND
MARIA E. IEMMA

INDEX NUMBER

PLAINTIFF'S

VERIFIED COMPLAINT

against

THE CITY OF NEWBURGH

DEFENDANT

FILED
ORANGE COUNTY CLERK
2012 OCT 23 P 1:35

ORIGINAL FILED

PLAINTIFF'S, by their attorney, Barry Traub, Esq. complaining of the Defendant, respectfully
allege, upon information and belief as follows:

AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF OF ANTHONY IEMMA JR

1. At all times hereinafter mentioned, Plaintiffs were and still are residents of the County of Rockland, State of New York.
2. At all times hereinafter mentioned the Defendant is a Municipality duly formed and existing under and by virtue of the laws of the State of New York.
3. That on June 11th, 2011 and within 90 days after the claim herein sued upon arose, plaintiff's caused a Notice of Claim, in writing, sworn to by and on behalf of the claimants to be served upon the Defendant by delivering a copy thereof in duplicate to the office of the Defendant personally which said Notice of Claim set forth the names and post office addresses of each claimant and of their attorney, the nature of the claim, the time when and the place where and the manner in which the claim arose and the items of damage or injuries to have been sustained so far as then practicable.
4. At least 30 days have elapsed prior to the commencement of this action since the service of such Notice of Claim as aforesaid and adjustment or payment thereof has been neglected or refused by the defendant and this action was commenced within the statutory time limits as the plaintiff was not yet 18 years of age at the time of the incident and his 19th birthday. As such the suit is being commenced within one year and ninety days after the happening of the event complained of.

5. That the Defendant conducted a hearing of the plaintiff's on November 9, 2011 and the plaintiff held himself available for a physical examination pursuant to the General Municipal Law.
6. The Plaintiffs have fully complied with the requirements of General Municipal Law 50(h).
7. At all times hereinafter mentioned, defendant was and still is the owner of record of the premises known as Delano Hitch Stadium located in the City of Newburgh.
8. At all times hereinafter mentioned defendant was and still is a lessor of the premises known as Delano Hitch Stadium located in the city of Newburgh.
9. At all times hereinafter mentioned the defendant was and still is a lessee of the premises known as Delano Hitch Stadium.
10. That at all times hereinafter mentioned, defendant, its agents servants and or employees maintained, managed, controlled, repaired, and supervised the use of the Delano Hitch Stadium.
11. That on June 11th, 2011 the plaintiff Anthony lemma Jr. was lawfully at the aforesaid premises.
12. That on June 11, 2011 the plaintiff through no fault of his own was caused to fall on the field of play at Delano Hitch Stadium thus causing severe and permanent injuries to his body.
13. That at all times hereinafter mentioned, Defendant City of Newburgh was and is still the owner of the Delano hitch Stadium baseball field.
14. That at all times hereinafter mentioned, Defendant City of Newburgh was and is still a lessor, and lessee of the Delano Hitch Stadium baseball field.
15. That at all times hereinafter mentioned, defendant, its agents servants and or employees operated, maintained, managed, controlled, repaired and supervised the use of the baseball field located at the Delano Hitch Stadium.
16. The plaintiff was injured as a result of the negligence of the Defendant.
17. The Defendant the City of Newburgh, its agents, servants, contractors and or employees were negligent in the ownership, maintenance, operation, repair, supervision, and control of the aforesaid stadium premises and baseball field.
18. That this action falls within one or more of the exceptions as set forth in CPLR 1602.

19. That by reason of the Defendant's negligence and as a direct and proximate result thereof, the plaintiff was injured internally, externally and permanently in and about the body and limbs and the plaintiff suffered and will continue to suffer pain and anguish by reason of said injuries and will incur and has incurred expenses for services of physicians, medical care, surgeons and nurses and has lost opportunities for scholarships and other college related costs.

20. That by reason of the foregoing, the Plaintiff Anthony Iemma Jr. has been damaged in the sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF OF ANTHONY IEMMA SR. AND MARIA E. IEMMA.

21. PLAINTIFF repeats, reiterates and realleges each and every allegation set forth above as though the same were more fully set forth at length herein.

22. At all times hereinafter mentioned, the Plaintiff's Anthony Iemma Sr. and Maria E. Iemma were and are the parents of the plaintiff Anthony Iemma Jr. and have incurred expenses on behalf of their son's injuries caused by the Defendant, City of Newburgh.

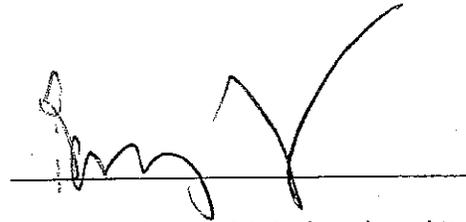
23. That in consequence of said defendants' negligence, plaintiff child was severely and permanently injured and was treated by doctors, surgeons, nurses and various medical personnel and that the said plaintiffs were obliged to and did employ medical aid and attendance for their child and did pay and become liable for expenses related to their child's injuries caused by the City of Newburgh. The result of the child's injuries will deprive the parents in the future of the child's services to the parents and the parents were forced to observe the suffering of their child and the emotional consequences of his injuries.

24. That this action falls within one or more of the exceptions as set forth in CPLR 1602.

25. That by reason of the foregoing, the Plaintiffs have been damaged in a sum which exceeds the jurisdictional limit of the lower courts which would otherwise have jurisdiction of this matter.

WHEREFORE, Plaintiff's demand judgment against the Defendant herein on the First cause of action in a sum exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter and Plaintiff's demand judgment against the Defendant on the Second Cause of Action in a sum exceeding the jurisdictional limits of all the lower courts which would otherwise have jurisdiction together with costs and disbursements of this action.

Dated: Suffern, N.Y.

A handwritten signature in black ink, appearing to read 'Barry Traub', is written over a horizontal line. The signature is stylized and cursive.

Barry Traub Esq. 3 Wesley Chapel Rd

Suffern, N.Y. 10901 845 893 9039

PLAINTIFF'S VERIFICATION

STATE OF NEW YORK

ss:

COUNTY OF ORANGE

Anthony Emma Jr, Anthony Emma Sr. & Mar. W. Ferraro
, being duly sworn, says:

I am a Plaintiff in the action herein: I have read the annexed COMPLAINT and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters I believe them to be true. My belief as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my personal files.

DATED: SUFFERN New York
_____, 2011

Anthony Emma Jr
Anthony Emma Sr

Sworn to before me this 17 day of October, 2012 *Mar. W. Ferraro*

Barry Traub

Notary Public

*NY Notary
484 AD AJ
4/6/15
Barry Traub*



CITY OF NEWBURGH

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

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Tina M. Izzo vs. City of Newburgh

DATE: October 22, 2012

Please find attached Notice of Claim regarding the above, which was hand delivered to this office on this date.

Attachment

Cc City Manager
Mayor & Council



In the Matter of the Claim of

Tina M. Izzo

RECEIVED
OCT 22 2012
CITY CLERK

TO:

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:

TINA M. IZZO
428 LIBERTY ST. APT. 2D
NEWBURGH, N.Y. 12550

2. The nature of the claim:  SWING FOR DAMAGES.
MANHOLE COVER WAS NOT EVEN WITH PAVEMENT.
IT WAS SEVERAL INCHES LOWER IN CENTER OF ROAD.
HAD TO DRIVE OVER IT WHICH RESULTED IN MY EXHAUST
BEING TORN OFF. The Roadway was NOT paved enough.

3. The time when, the place where and the manner in which the claim arose:

10:30 AM ON 10/9/12 ON LIBERTY ST. (FARRISCTON), DRIVING
TOWARD BROADWAY in Newburgh, N.Y. 12550.

extremely dangerous (uneven pavement) pot hole
man hole cover

The town must correct this ASAP - It is a safety hazard.

4. The items of damage or injuries claimed are (do not state dollar amounts)

1998 PONTIAC GRANDAM GT,
Receipt for damages included (Jimmy's)

The exhaust was repaired by Jimmy's and
Paid in full by claimant
Claimant Requesting reimbursement for damages
immediately

Ⓢ Repairs to the Roadway
for the safety of all drivers



CITY OF NEWBURGH

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

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Daniel Verdi vs. City of Newburgh

DATE: October 1, 2012

Please find attached Notice of Claim regarding the above, which was hand delivered to this office on this date.

Attachment

Cc City Manager
Mayor & Council



In the Matter of the Claim of

RECEIVED
OCT 01 2012
CITY CLERK

TO:

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:

DANIEL VERDI
856 RIVER ROAD
NEWBURGH NY 12550
Cell# 514-2945
845-561-2654

2. The nature of the claim:

I WAS PARKING MY VEHICLE ON THE STREET &
A HOLE ON THE ROAD BROKE MY PASSENGER
TIRE.

3. The time when, the place where and the manner in which the claim arose:

WAS YESTERDAY 9/30/12 IN ROUTE
~~TRK NEWBURGH NY 12550~~ AT 12:45 PM
A44N ST. TO RT. 32 (LAKE ST)

4. The items of damage or injuries claimed are (do not state dollar amounts)

A HOLE IN MY TIRE (See Quote)
COST OF NOTICE OF CLAIM (See receipt)



CITY OF NEWBURGH

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

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

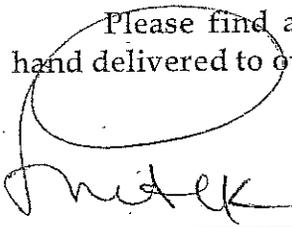
TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

RE: Notice of Claim
Thomas Costa vs City of Newburgh

DATE: October 3, 2012

Please find attached Notice of Claim regarding the above, which was hand delivered to our office on this date.



Attachment

Cc City Manager
Mayor & Council

In the Matter of the Claim of

Thomas Costa, 15 W. Stone St. Newburgh NY 12550
vs
City of Newburgh

TO: The City of Newburgh 83 Broadway Newburgh NY 12550

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post-office address of each claimant and claimant's attorney is:

Thomas Costa
15 West Stone St.
Newburgh, NY 12550



2. The nature of the claim:

Expenses associated with failure of
City Sewer at 236 Grand Street

3. The time when, the place where and the manner in which the claim arose:

On Wednesday August 15, 2012 at about 9 PM
I was informed by my first floor tenant
of sewage backing up into his tub.

4. The items of damage or injuries claimed are (do not state dollar amounts)

Expenses to attempt to clear a
clogged sewer lateral, city main sewer.
Cleanup of effluent in basement.



CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
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LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

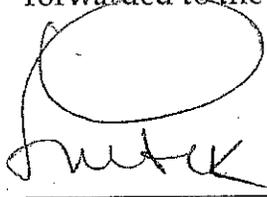
TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

RE: EEOC Charge & Verified Complaint
Alexis Figueroa vs City of Newburgh

DATE: October 1, 2012

Please find attached EEOC Charge & Verified Complaint regarding the above, which was received via regular mail by Corporation Counsel and forwarded to the City Clerk's Office on this date.



Attachment

Cc City Manager
Mayor & Council



NEW YORK STATE
DIVISION OF HUMAN RIGHTS
8 JOHN WALSH BOULEVARD, SUITE 204
PEEKSKILL, NEW YORK 10566

(914) 788-8050
Fax: (914) 788-8059
www.dhr.ny.gov



ANDREW M. CUOMO
GOVERNOR

GALEN D. KIRKLAND
COMMISSIONER

September 21, 2012

City of Newburgh
Corporation Counsel, City Hall - 83 Broadway
Newburgh, NY 12550

Re: Alexis Figueroa v. City of Newburgh
Case No. 10157406

Enclosed is a copy of a verified complaint filed with the Division of Human Rights against you. This complaint, which alleges an unlawful discriminatory practice in violation of the New York State Human Rights Law, is being served upon you pursuant to Section 297.2 of the Human Rights Law (N.Y. Exec. Law, art. 15).

Please submit a response **in duplicate** to each and every allegation in the complaint, complete the enclosed Respondent Information Sheet, and return the response and Information Sheet to the Division, at the address above, **within fifteen (15) calendar days from the date of this letter**. The Division will not extend the time for this response, unless good cause is shown in a written application, submitted at least five (5) calendar days prior to the time the response is due. **Failure to respond could result in an adverse finding against you, which would be shared with, among others, the Secretary of State and the applicable State licensing agencies that govern your business.**

The Human Rights Law prohibits retaliation against any person because he or she has opposed discriminatory practices, filed a discrimination complaint, or participated in any proceeding before the Division. Human Rights Law § 296.7.

Anyone who willfully resists, prevents, impedes or interferes with the Division's investigation shall be guilty of a misdemeanor punishable by imprisonment, by fine, or by both. Human Rights Law § 299.

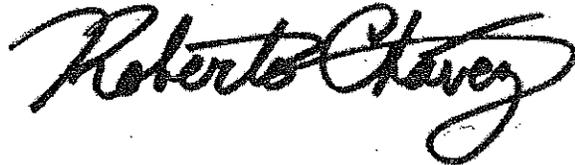
As the enclosed information sheet provides, the Division will conduct a prompt investigation, based on the complaint and your response, which may include interviews with your representatives and the collection of documents. The Division expects your full cooperation in this investigation. After the investigation is completed, the Division will make a determination as to whether there is probable cause to believe that unlawful discrimination has occurred. You will be notified of this determination.

Received
9.28.12
(cu)

Protection of personal privacy: In most cases, you will be expected to submit documents in support of your response to the complaint. The Division observes a personal privacy protection policy consistent with Human Rights Law § 297.8 which governs what information the Division may disclose, and the N.Y. Public Officer's Law § 89 and § 96-a, which prohibit disclosure of social security numbers and limit further disclosure of certain information subject to personal privacy protection. Please redact or remove personal information from any documentation submitted to the Division, unless and until the Division specifically requests any personal information needed for the investigation. The following information should be redacted: the first five digits of social security numbers; dates of birth; home addresses and home telephone numbers; any other information of a personal nature. The following documentation should not be submitted unless specifically requested by the Division: medical records; credit histories; resumes and employment histories. The Division may return your documents if they contain personal information that was not specifically requested by the Division. If you believe that inclusion of any such personal information is necessary to your response, please contact me to discuss before submitting such information.

If you have any questions about the process generally, or how to submit your response, please call me at (914) 788-8050.

Very truly yours,

A handwritten signature in black ink that reads "Roberto Chavez". The signature is written in a cursive, flowing style with a large, prominent "R" and "C".

Roberto Chavez
Regional Director

Enclosures:
Verified Complaint
Respondent Contact Information Form
Information for Respondents

Respondent Contact Information

Return to:
NYS Division of Human Rights
Peekskill Regional Office
8 John Walsh Boulevard, Suite 204
Peekskill, New York 10566

Re: Alexis Figueroa v. City of Newburgh
SDHR NO: 10157406

Correct legal name of Respondent: _____

Federal Employer Identification Number (FEIN): _____

Contact person for this complaint:

Name: _____ Title: _____

Street Address: _____

City/State/Zip: _____ Telephone No: (____) _____

E-mail address: _____

Do you have an attorney for this matter: Yes ___ No ___ If yes:

Attorney Name: _____

Firm: _____

Street Address: _____

City/State/Zip: _____ Telephone No: (____) _____

Will you participate in settlement/conciliation? Yes ___ No ___

If yes, for this purpose please contact:

Name: _____ Telephone No: (____) _____

(Settlement discussions will not delay the investigation and participation in settlement does not provide good cause for an extension of time to respond to the complaint.)

Signature

Date



NEW YORK STATE
DIVISION OF HUMAN RIGHTS
8 JOHN WALSH BOULEVARD, SUITE 204
PEEKSKILL, NEW YORK 10566

(914) 788-8050
Fax: (914) 788-8059
www.dhr.ny.gov

ANDREW M. CUOMO
GOVERNOR

GALEN D. KIRKLAND
COMMISSIONER

INFORMATION FOR RESPONDENTS
CONCERNING COMPLAINT PROCEDURES OF
NEW YORK STATE DIVISION OF HUMAN RIGHTS

The New York State Division of Human Rights is a State agency mandated to receive, investigate and resolve complaints of discrimination under N.Y. Executive Law, Article 15 ("Human Rights Law"). The Division's role is to fairly and thoroughly investigate the allegations in light of all evidence gathered.

WHAT TYPES OF COMPLAINTS ARE HANDLED BY THE DIVISION OF HUMAN RIGHTS?

The Human Rights Law forbids discrimination in employment, apprenticeship and training, purchase and rental of housing and commercial space, places of public accommodation, certain educational institutions, and credit transactions. If a person feels that he or she has been discriminated against by of reason of race, color, creed, sex, age (not public accommodation), disability, national origin, marital status, familial status (housing only), conviction or arrest record (employment only), genetic predisposition (employment only), military status, or sexual orientation, or because he or she has opposed any practices forbidden under the Human Rights Law, that person may file a complaint with the State Division of Human Rights.

HOW DOES A PERSON FILE A COMPLAINT?

Persons wishing to file a complaint of discrimination may contact the nearest regional office of the Division of Human Rights. The Human Rights Law requires that they must file such a complaint within one year of the alleged unlawful discriminatory act.

WHAT IS THE INVESTIGATIVE PROCEDURE?

The Division represents neither the Complainant nor the Respondent. The Division pursues the State's interest in the proper resolution of the matter in accordance with the Human Rights Law. Complainant and Respondent can retain private counsel to represent them during the investigation, but such representation is not required.

Upon receipt of a complaint, the regional office will:

- Notify the Respondent(s). (A Respondent is a person or entity about whose action the Complainant complains. An employer must have four or more employees for the Human Rights Law to apply.)
- Resolve issues of questionable jurisdiction.

INFORMATION FOR RESPONDENTS
CONCERNING COMPLAINT PROCEDURES OF THE NYS DIVISION OF HUMAN RIGHTS
Page 2

- Forward a copy of the complaint to the U.S. Equal Employment Opportunity Commission (EEOC) or the U.S. Department of Housing and Urban Development (HUD), where applicable. Such federal filing creates a complaint separate and apart from the complaint filed with the Division, although in most cases only one investigation is conducted pursuant to work-sharing agreements with these federal agencies.
- Investigate the complaint through appropriate methods (written inquiry, field investigation, witness interviews, requests for documents, investigatory conference, etc.), in the discretion of the Regional Director. The investigation of the complaint is to be objective.
- Allow the parties to settle the matter by reaching agreement on terms acceptable to the Complainant, Respondent and the Division. The Division will allow settlement from the time of filing until the matter reaches a final resolution.
- Determine whether or not there is probable cause to believe that an act of discrimination has occurred, if the matter cannot be settled prior to that Determination. The Division will notify the Complainant and Respondent in writing of the Determination.

You, or your attorney, may review the Division's file in this matter, and may copy by hand any material in the file, or obtain photocopies at a nominal charge. The Complainant in this matter has the same right to review the file.

WHAT IS THE DIVISION'S POLICY ON ADJOURNMENTS AND EXTENSIONS?

It is the Division's policy to investigate all cases promptly and expeditiously. Therefore, you are expected to cooperate with the investigation fully and promptly. No deadlines will be extended at any time during the investigation, unless good cause is shown in a written application submitted at least five (5) calendar days prior to the original deadline. Failure to comply could result in an adverse finding against you, which would be shared with, among others, the Secretary of State and the applicable State licensing agencies that govern your business.

WHAT IS THE PROCEDURE FOLLOWING THE INVESTIGATION?

If there is a Determination of no probable cause, lack of jurisdiction, or any other type of dismissal of the case, the Complainant may appeal to the State Supreme Court within 60 days.

If the Determination is one of probable cause, there is no appeal to court. The case then proceeds to public hearing before an Administrative Law Judge. Under Rule 465.20 (9 N.Y.C.R.R. § 465.20), the Respondent may ask the Commissioner of Human Rights within 60 days of the finding of probable cause to review the finding of probable cause. Such application should be sent to the General Counsel of the Division and to the Complainant, and Complainant's attorney, if any.

WHAT IS A PUBLIC HEARING?

A public hearing, pursuant to the Human Rights Law, is a trial-like proceeding at which relevant evidence is placed in the hearing record. It is a hearing de novo, which means that the Commissioner's final decision on the case is based solely on the content of the hearing record. The public hearing is presided over by an Administrative Law Judge, and a verbatim transcript is made of the proceedings.

The hearing may last one or more days, not always consecutive. Parties are notified of all hearing sessions in advance, and the case may be adjourned to a later date only for good cause.

INFORMATION FOR RESPONDENTS
CONCERNING COMPLAINT PROCEDURES OF THE NYS DIVISION OF HUMAN RIGHTS
Page 3

Respondent can retain private counsel for the hearing, and, if Respondent is a corporation, is required to be represented by legal counsel. The Complainant can retain private counsel for the hearing, but is not required to do so. If Complainant is not represented by private counsel, the Division's counsel prosecutes the case in support of the complaint. Attorneys for the parties or for the Division may issue subpoenas for documents and to compel the presence of witnesses.

At the conclusion of the hearing sessions, a proposed Order is prepared by the Administrative Law Judge and is sent to the parties for comment.

A final Order is issued by the Commissioner. The Commissioner either dismisses the complaint or finds discrimination. If discrimination is found, Respondent will be ordered to cease and desist and take appropriate action, such as reinstatement, training of staff, or provision of reasonable accommodation of disability. The Division may award money damages to Complainant, including back pay and compensatory damages for mental pain and suffering, and in the case of housing discrimination, punitive damages, attorney's fees and civil fines and penalties. A Commissioner's Order may be appealed by either party to the State Supreme Court within 60 days. Orders after hearing are transferred by the lower court to the Appellate Division for review.

WHAT IS A COMPLIANCE INVESTIGATION?

The compliance investigation unit verifies whether the Respondent has complied with the provisions of the Commissioner's Order. If the Respondent has not complied, enforcement proceedings in court may be brought by the Division.

NOTICE PURSUANT TO PERSONAL PRIVACY PROTECTION LAW

Pursuant to the Human Rights Law, the Division collects certain personal information from individuals filing complaints and from those against whom a complaint has been filed. The information is necessary to conduct a proper investigation; failure to provide such information could impair the Division's ability to properly investigate the matter. This information is maintained in a computerized Case Management System maintained by the Division's Director of Information Technology, who is located at One Fordham Plaza, Bronx, New York, (718) 741-8365.

PENAL PROVISION OF THE HUMAN RIGHTS LAW

The Human Rights Law contains the following penal provision:

"Any person, employer, labor organization or employment agency, who or which shall willfully resist, prevent, impede or interfere with the division or any of its employees or representatives in the performance of duty under this article, or shall willfully violate an order of the division or commissioner, shall be guilty of a misdemeanor and be punishable by imprisonment in a penitentiary, or county jail, for not more than one year, or by a fine of not more than five hundred dollars, or by both; but procedure for the review of the order shall not be deemed to be such willful conduct."
Human Rights Law § 299.

GENERAL INFORMATION

For a more detailed explanation of the process, see the Division's Rules of Practice (9 N.Y.C.R.R. § 465) available on our website www.dhr.ny.gov. If you have any additional questions about the process, the investigator assigned to the case will be available to answer most questions.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office
33 Whitehall Street, 5th Floor
New York, New York 10004-2112

TO:
City of Newburgh
Corporation Counsel, City Hall - 83 Broadway
Newburgh, NY 12550

PERSON FILING CHARGE:
Alexis Figueroa
THIS PERSON (Check one):
Claims to be aggrieved
Files on behalf of other(s)
DATE OF ALLEGED VIOLATION:
9/5/2012
PLACE OF ALLEGED VIOLATION:
Orange County
EEOC CHARGE NUMBER:
16GB204741
FEPA CHARGE NUMBER:
10157406

NOTICE OF CHARGE OF DISCRIMINATION WHERE AN FEP AGENCY WILL INITIALLY PROCESS

YOU ARE HEREBY NOTIFIED THAT A CHARGE OF EMPLOYMENT DISCRIMINATION UNDER

- Title VII of the Civil Rights Act of 1964
- The Age Discrimination in Employment Act of 1967 (ADEA)
- The Americans with Disabilities Act (ADA)

HAS BEEN RECEIVED BY: The New York State Division of Human Rights (FEP Agency) and sent to the EEOC for dual filing purposes.

While the EEOC has jurisdiction (upon expiration of any deferral requirements if this is a Title VII or ADA charge) to investigate this charge, EEOC may refrain from beginning an investigation and await the issuance of the FEP Agency's final findings and orders. These final findings and orders will be given weight by EEOC in making its own determination as to whether or not reasonable cause exists to believe that the allegations made in the charge are true.

You are therefore encouraged to cooperate fully with the FEP Agency. All facts and evidence provided by you to the Agency in the course of its proceedings will be considered by the Commission when it reviews the Agency's final findings and orders. In many instances the Commission will take no further action, thereby avoiding the necessity of an investigation by both the FEP Agency and the Commission. This likelihood is increased by your active cooperation with the Agency.

As a party to the charge, you may request that EEOC review the final decision and order of the above named FEP Agency. For such a request to be honored, you must notify the Commission in writing within 15 days of your receipt of the Agency's issuing a final finding and order. If the Agency terminates its proceedings without issuing a final finding and order, you will be contacted further by the Commission.

For further correspondence on this matter, please use the charge number(s) shown.

An Equal Pay Act investigation (29 U.S.C. §206(d)) will be conducted by the Commission concurrently with the FEP Agency's investigation of the charge.

Enclosure: Copy of the Charge

BASIS FOR DISCRIMINATION: National Origin

CIRCUMSTANCES OF ALLEGED VIOLATION:
SEE ATTACHED N.Y.S. DIVISION OF HUMAN RIGHTS COMPLAINT

DATE: September 21, 2012

TYPED NAME OF AUTHORIZED EEOC OFFICIAL:
Kevin J. Berry



ANDREW M. CUOMO
GOVERNOR

RECEIVED
OCT 01 2012
CITY CLERK

NEW YORK STATE
DIVISION OF HUMAN RIGHTS

NEW YORK STATE DIVISION OF
HUMAN RIGHTS on the Complaint of

ALEXIS FIGUEROA,

Complainant,

v.

CITY OF NEWBURGH,

Respondent.

VERIFIED COMPLAINT
Pursuant to Executive Law,
Article 15

Case No.
10157406

RECEIVED
SEP 21 2012
RICHMOND COUNTY
EVALUATION OFFICE

Federal Charge No. 16GB204741

I, Alexis Figueroa, residing at 324 First Street, Newburgh, NY, 12550, charge the above named respondent, whose address is Corporation Counsel, City Hall - 83 Broadway, Newburgh, NY, 12550 with an unlawful discriminatory practice relating to employment in violation of Article 15 of the Executive Law of the State of New York (Human Rights Law) because of national origin.

Date most recent or continuing discrimination took place is 9/5/2012.

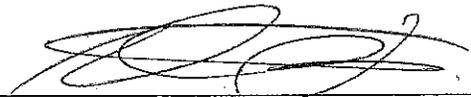
The allegations are:

1. I am Hispanic, having been born in Puerto Rico. Because of this, I have been subject to unlawful discriminatory actions.
2. I worked for the respondent in the Department of Public Works from August 24, 2012 – September 5, 2012. I worked as a truck driver and equipment operator. To the best of my knowledge I performed all duties and tasks assigned to me satisfactorily. My time and attendance was good.
3. September 9, 2012 I was terminated for a comment I made on the job. I admit that I made a comment; however I believe the comment was taken out of context. I also believe I was terminated unfairly in that during my termination I was not afforded the proper procedures as done in past practice for other employees. I believe I was treated disparately and terminated because I am Hispanic.

Based on the foregoing, I charge respondent with an unlawful discriminatory practice relating to employment because of national origin, in violation of the New York State Human Rights Law (Executive Law, Article 15), Section 296.

I also charge the above-named respondent with violating Title VII of the Civil Rights Act of 1964, as amended (covers race, color, creed, national origin, sex relating to employment). I hereby authorize SDHR to accept this verified complaint on behalf of the U.S. Equal Employment Opportunity Commission (EEOC) subject to the statutory limitations contained in the aforementioned law(s).

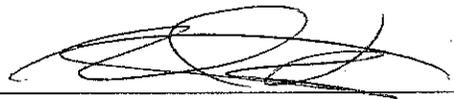
I have not commenced any other civil action, nor do I have an action pending before any administrative agency, under any state or local law, based upon this same unlawful discriminatory practice.



Alexis Figueroa

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:

Alexis Figueroa, being duly sworn, deposes and says: that he/she is the complainant herein; that he/she has read (or had read to him or her) the foregoing complaint and knows the content thereof; that the same is true of his/her own knowledge except as to the matters therein stated on information and belief; and that as to those matters, he/she believes the same to be true.



Alexis Figueroa

Subscribed and sworn to
before me this 18th day
of September, 2012



Signature of Notary Public

Sherri Moore-Lindo
Notary Public, State of New York
No. 01MO605483
Residing in Orange County
Commission Expires Feb. 12, 2015

RESOLUTION NO.: 196 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR
NOVEMBER 26, 2012 TO RECEIVE PUBLIC COMMENT ON THE
CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
FOR FISCAL YEAR 2013

BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2013; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 26th day of November, 2012 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Tiffany N. Reis
Assistant Corporation Counsel

MEMORANDUM

TO: Mayor Judy Kennedy
Councilwoman Regina Angelo
Councilman Cedric Brown
Councilman Curlie Dillard
Councilwoman Gay Lee

FROM: Michelle Kelson, Corporation Counsel

RE: Parking Violations Bureau

CC: Richard F. Herbek, City Manager
Cheryl A. Gross, Comptroller
Michael D. Ferrara, Police Chief
George Garrison, Public Works Superintendent

DATE: November 2, 2012

As you are aware, on August 17, 2012, the Governor signed Chapter 408 of the Laws of New York authorizing The City of Newburgh to establish an administrative parking tribunal. A copy of Chapter 408 of the Laws of New York is attached to this memorandum.

In accordance with this New York State legislation, the City must adopt a local law to implement the administrative parking tribunal. The New York State Vehicle and Traffic Law sets forth the parameters for the City's local law. A proposed local law is attached to this memorandum for your review and consideration. A public hearing is required for all local laws.

Additionally, the establishment of the parking tribunal requires technical amendments to other chapters of the code of ordinances that address parking, parking tickets and towing. Ordinances amending Chapter 288, Vehicles and Traffic and Chapter 297, Towing also are attached to this memorandum.

Please contact the undersigned with questions or if your need additional information.



MICHELLE KELSON
Corporation Counsel

MK/ar
Attachments

S T A T E O F N E W Y O R K

9771

I N A S S E M B L Y

April 2, 2012

Introduced by M. of A. SKARTADOS -- read once and referred to the
Committee on Transportation

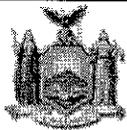
AN ACT to authorize the city of Newburgh to establish an administrative
tribunal for the adjudication of parking infractions

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEM-
BLY, DO ENACT AS FOLLOWS:

- 1 Section 1. The city of Newburgh, acting through its governing body, is
2 hereby authorized to establish an administrative tribunal for the adju-
3 dication of parking infractions, subject to the provisions of article
4 2-B of the vehicle and traffic law. The city of Newburgh is in addition
5 authorized to provide by local law for the appointment of hearing exam-
6 iners for such administrative adjudications from a list of eligible
7 candidates including, but not limited to, judges, magistrates or other
8 officers within the city who have satisfied established standards, in
9 accordance with the provisions of article 2-B of the vehicle and traffic
10 law.
11 S 2. This act shall take effect immediately.

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets
[] is old law to be omitted.

LBD10144-01-1



Watch Live

Bill No.:

Summary Actions Votes Memo Text *(Printer friendly text)*

- [Back](#)
- [Bill Search & Legislative Information Home](#)
- [Assembly Home](#)
- [Bill / Floor Vote Search](#)
- [New York State Laws](#)
- [Legislative Calendar](#)
- [Public Hearing Schedules](#)
- [Assembly Calendars](#)
- [Assembly Committee Agenda](#)

A09771 Summary:

BILL NO A09771
 SAME AS Same as S 3959, A 7299
 SPONSOR Skartados
 COSPNSR Calhoun
 MLTSPNSR

Authorizes the city of Newburgh to establish an administrative tribunal for the adjudication of parking infractions; further authorizes the city of Newburgh to provide for the appointment of hearing examiners.

[Go to top](#)

A09771 Actions:

BILL NO A09771

04/02/2012 referred to transportation
 06/12/2012 reported referred to codes
 06/14/2012 reported referred to ways and means
 06/18/2012 reported referred to rules
 06/18/2012 reported
 06/18/2012 rules report cal.358
 06/18/2012 ordered to third reading rules cal.358
 06/19/2012 substituted by s3959
 S03959 AMEND= LARKIN
 03/10/2011 REFERRED TO LOCAL GOVERNMENT
 06/06/2011 1ST REPORT CAL.987
 06/07/2011 2ND REPORT CAL.
 06/13/2011 ADVANCED TO THIRD READING
 06/14/2011 HOME RULE REQUEST
 06/14/2011 PASSED SENATE
 06/14/2011 DELIVERED TO ASSEMBLY
 06/14/2011 referred to transportation
 01/04/2012 died in assembly
 01/04/2012 returned to senate
 01/04/2012 REFERRED TO LOCAL GOVERNMENT
 01/23/2012 1ST REPORT CAL.90
 01/24/2012 2ND REPORT CAL.
 01/30/2012 ADVANCED TO THIRD READING
 03/05/2012 HOME RULE REQUEST
 03/05/2012 PASSED SENATE
 03/05/2012 DELIVERED TO ASSEMBLY
 03/05/2012 referred to transportation
 06/19/2012 substituted for a9771
 06/19/2012 ordered to third reading rules cal.358
 06/19/2012 home rule request
 06/19/2012 passed assembly
 06/19/2012 returned to senate
 08/06/2012 DELIVERED TO GOVERNOR
 08/17/2012 SIGNED CHAP.408

[Go to top](#)

RESOLUTION NO.: _____ - 2012

OF

NOVEMBER 13, 2012

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 26, 2012
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW ENACTING
CHAPTER 70 ENTITLED "PARKING VIOLATIONS BUREAU"
OF THE CODE OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law enacting Chapter 70, entitled "Parking Violations Bureau" of the Code of the City of Newburgh and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 26th day of November, 2012, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: _____ - 2012

OF

_____, 2012

**A LOCAL LAW ADDING CHAPTER 70 ENTITLED "PARKING VIOLATIONS BUREAU"
TO THE CODE OF THE CITY OF NEWBURGH**

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Adding Chapter 70 entitled 'Parking Violations Bureau' to the Code of Ordinances of the City of Newburgh."

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to create the Parking Violations Bureau to adjudicate parking violations in the City of Newburgh.

SECTION 3 - AMENDMENT

The Code of Ordinances is hereby amended to add Chapter 70 entitled "Parking Violations Bureau" to read as follows:

§ 70-1. Purpose.

The City Council of the City of Newburgh creates a Parking Violations Bureau to adjudicate parking violations in the City of Newburgh.

§ 70-2. Definitions

The following terms and words, when used in this Chapter, shall have the meaning and effect as follows:

OPERATOR – Any person, corporation, firm, partnership, agency, association, organization or lessee that uses or operates a vehicle with or without the permission of the owner and an owner who operates his own vehicle.

OWNER – Any person, corporation, partnership, firm, agency, association, lessor or organization who at the time of the issuance of a notice of violation in any city which a vehicle is operated:

1. Is the beneficial or equitable owner of such vehicle ; or

2. Has title to such vehicle; or
3. Is the registrant or co-registrant of such vehicle which is registered with the department of motor vehicles of this state or any other state, territory, district, province, nation or other jurisdiction; or
4. Uses such vehicle in its vehicle renting and/or leasing business; or
5. Is an owner of such vehicle as defined by section 128 of the New York State Vehicle and Traffic Law or section 2100(a) of the New York State Vehicle and Traffic Law.

LESSOR - Any person, corporation, firm, partnership, agency, association or organization engaged in the business of renting or leasing vehicles to any lessee or bailee under a rental agreement or otherwise, wherein the said lessee or bailee has the exclusive use of said vehicle for any period of time.

LESSEE - means any person, corporation, firm partnership, agency, association or organization that rents, bails, leases, or contracts for the use of one or more vehicles and has the exclusive use thereof for any period of time.

RESPONDENT - Any person, corporation, firm, agency, association or organization charged with a parking violation.

VEHICLE - A vehicle as defined in section 159 of the New York State Vehicle and Traffic Law.

VIOLATION - The violation of any law, rule, regulation or ordinance providing for or regulating the parking, stopping or standing of a vehicle within the City of Newburgh.

§ 70-3. Terminology.

For the purposes of this Article, the term "Commissioner", unless specifically designated otherwise, shall refer to the City Manager who is charged with the specific responsibilities or duties referred to in this article.

§ 70-4. Establishment of Parking Violations Bureau.

There is hereby created an administrative tribunal as authorized by Chapter 408 of the Laws of 2012 to be known as a "Parking Violations Bureau" to have jurisdiction of traffic infractions which constitute a parking violation as herein defined. Such Parking Violations Bureau shall hear and determine complaints of traffic infractions constituting parking, standing or stopping violations with the functions, powers and duties herein stated.

§ 70-5. Officers and employees of Bureau.

- A. The head of such parking violations bureau shall be the Director, who shall be appointed and serve at the pleasure of the City of Newburgh's City Manager, who has and possesses the authority of a Commissioner of Traffic pursuant to Section 236 of the Vehicle and

Traffic Law of the State of New York. The director may exercise or delegate any of the functions, powers and duties conferred upon him or the Bureau by the Commissioner to any officer or employee of the Bureau deemed qualified by the director.

- B. The City Manager may appoint such number of deputy directors as he may deem necessary, but in no event to exceed four (4), who shall serve at the pleasure of the Commissioner; and said Commissioner may employ such officers and employees as may be required to perform the work of the Bureau, within the amounts available therefor in the City budget.

§ 70-6. Hearing Examiners.

- A. The Commissioner shall appoint supervising hearing examiners not to exceed six (6) in number and senior hearing examiners not to exceed six (6) in number. Every supervising hearing examiner shall have been admitted to the practice of law in the State of New York for at least seven (7) years and every senior hearing examiner for at least six (6) years. The duties of each supervising hearing examiner and senior hearing examiner shall include but not be limited to:
 - (1) Presiding at hearings for the adjudication of charges of parking violations.
 - (2) The supervision and administration of the work of the Bureau.
 - (3) Membership on the appeals board of the Bureau, as herein provided.
- B. The Commissioner shall appoint hearing examiners who shall preside at hearings for the adjudication of charges of parking violations. Hearing examiners shall be appointed and shall serve for such number of sessions as may be determined by the Commissioner and shall receive therefor such remuneration as may be fixed by the Council. Such hearing examiners shall not be considered employees of the City of Newburgh; and every hearing examiner shall have been admitted to the practice of law in New York State for at least five (5) years and shall be appointed from a list of eligible candidates who have satisfied the standards established by a duly constituted committee of the Orange County Bar Association. All such hearing examiners shall have a minimum of two (2) years' experience in the trial of issues in courts of record in the State of New York, exclusive of special term, or four (4) years of quasi-judicial experience appearing before governmental agencies. Such hearing examiners shall be bona fide residents of the City of Newburgh.

§ 70-7. Powers and duties of Bureau.

The Parking Violations Bureau shall have the following functions, powers and duties:

- A. To accept pleas to and to hear and determine charges of parking violations.
- B. To provide for penalties other than imprisonment for parking violations in accordance with a schedule of monetary fines and penalties; provided, however, that monetary

penalties shall not exceed the maximum amount allowed by the New York State Vehicle and Traffic Law for each parking violation.

- C. To adopt rules and regulations, not inconsistent with any applicable provision of law, to carry out the purposes of Article 2-B of the Vehicle and Traffic Law of the State of New York, including but not limited to rules and regulations prescribing the internal procedures and organization of the Bureau, the manner and time of entering pleas, the conduct of hearings and the amount and manner of payment of penalties.
- D. To issue subpoenas to compel the attendance of persons to give testimony at hearings and to compel the production of relevant books, papers and other things.
- E. To enter judgments and enforce them, without court proceedings, in the same manner as the enforcement of money judgments in civil actions in any court of competent jurisdiction or any other place provided for the entry of civil judgment within the State of New York.
- F. To compile and maintain complete and accurate records relating to all charges and dispositions and to prepare complete and accurate transcripts of all hearings conducted by the Bureau and to furnish such transcripts to the person charged at said person's own expense upon timely request and upon said person complying with the regulations of the Bureau.
- G. To remit to the Comptroller, on or before the 15th day of each month, all monetary penalties or fees received by the Bureau during the prior calendar month, along with a statement thereof, and, at the same time, to file duplicate copies of such statement with the City Comptroller.
- H. To answer within a reasonable period of time all relevant and reasonable inquiries made by a person charged with a parking violation or his attorney concerning the notice of violation (summons) served on that person. The Bureau must also furnish within a reasonable period of time to the person charged, on his request and upon complying with the regulations of the Bureau, a copy of the original notice of violation (summons), including all information contained thereon. Failure of the Bureau to comply with the provisions of this subsection or any part of the provisions of this subsection within forty-five (45) days of such inquiry, forwarded to the bureau by certified or registered mail, return receipt requested, will result, upon the request of the person charged, in an automatic dismissal of all charges relating to and only to that notice of violation (summons) to which the inquiry was made.
- I. To prepare and issue a notice of violation in blank to members of the Police Department, parking enforcement officers and to other officers as the Bureau by regulation shall determine. The notice of violation (summons) or duplicate thereof, when filled in and

sworn to or affirmed by such designated officers and served as provided in this Chapter, shall constitute notice of the parking violation charged.

§ 70-8. Notice of violation (summons).

- A. The notice of violation (summons) shall contain information advising the person charged of the manner and the time in which he may plead either guilty or not guilty to the violation alleged in the notice. Such notice of violation (summons) shall also contain a warning to advise the person charged that failure to plead in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon. The form and wording of the notice of violation (summons) shall be prescribed by the Director. A duplicate of each notice of violation (summons) shall be served on the person charged in the manner hereinafter provided. The original or a facsimile thereof shall be filed and retained by the Bureau and shall be deemed a record kept in the ordinary course of business and shall be prima facie evidence of the facts contained therein.
- B. A notice of violation (summons) shall be served personally upon the operator of a motor vehicle who is present at the time of service, and his name and address, together with the plate designation and the plate type as shown by the registration plates of said vehicle and the expiration date; the make or model and the body type of said vehicle; a description of the charged violation, including but not limited to a reference to the applicable traffic rule or provision of this chapter; information as to the days and hours the applicable rule or provision of this chapter is in effect, unless always in effect pursuant to rule or this chapters and where appropriate the work ALL when the days and/or hours in effect are every day and/or twenty-four hours a day; the meter number for a meter violation, where appropriate; and the date and a particular place of occurrence of the charge violation, shall be inserted therein. The notice of violation (summons) shall be served upon the owner of the motor vehicle or, if the operator is not present, by affixing such notice to said vehicle in a conspicuous place. Whenever so affixed, in lieu of inserting the name of the person charged with the violation in the space provided for the identification of said person, the words "owner of the vehicle bearing license" may be inserted, to be followed by the plate designation and plate type as shown by the registration plates of said vehicle, together with the expiration date, the make or model and the body type of said vehicle. Service of the notice of violation (summons) or a duplicate thereof by affixation as herein provided shall have the same force and effect and shall be subject to the same penalties for disregard thereof as though the same was personally served with the name of the person charged with the violation inserted therein.
- C. For the purposes of this Chapter, an operator of a vehicle who is not the owner thereof but who uses or operates such vehicle with the permission of the owner, express or implied, shall be deemed to be the agent of such owner to receive notice of violation (summons), whether personally served on such operator or served by affixation in the manner

aforesaid, and service made in either manner as herein provided shall also be deemed to be lawful service upon such owner.

§ 70-9. Answering parking violation notices.

- A. The owner of a vehicle that has had a notice of parking violation attached or affixed to his/her vehicle may, within the time specified in such notice, answer at the parking violations bureau to the charges set forth therein, either in person or by power of attorney, by paying a prescribed fine and applicable surcharge, in writing, waiving a hearing, pleading guilty to the charge and giving power of attorney to the person in charge of the bureau to make such a plea and pay such fine to the bureau. Acceptance of the fine and surcharge and power of attorney by the bureau shall be deemed complete satisfaction of the violation and violator shall be given a receipt.
- B. A plea shall be entered within eight (8) days after service of the notice of violation. A plea may be entered in person or by representative or by ordinary mail at such location of the bureau as from time to time shall be fixed by the Commissioner. Any plea entered by mail, if mailed in proper form within eight (8) days after service of the notice of violation shall be accepted by the bureau.
- C. Pleas by mail shall be made by:
 - 1. Entering the desired plea on the plea form on the back of the notice of violation;
 - 2. Entering the name and address in the space provided on the plea form;
 - 3. Signing the plea; and
 - 4. Mailing the notice of violation with the plea form completed, by appropriate form of mail, to the mailing address stated on the notice of violation.
- D. A plea of guilty shall be accompanied by a check or money order for the payment in full of the appropriate fines set forth on the notice of violation for the subject violation(s).
- E. A person pleading not guilty may request a hearing. This shall be done at the time of the pleading by completing the reverse side of the notice of violation in accordance with the instructions thereon.
- F. Whenever a person charged with a parking violation enters a plea of not guilty, the bureau shall advise such person personally by such form of first class mail as the director may direct of the date on which he/she must appear to answer the charge at a hearing. The form and content of such notice of hearing shall be prescribed by the director, and shall contain a warning to advise the person so pleading that failure to appear on the date designated, or on any subsequent adjourned date, shall be deemed an admission of liability, and that a default judgment may be entered thereon.
- G. Whenever a plea of not guilty has been entered by a person in a timely fashion and a hearing upon the merits has been demanded, but has not yet been held, the bureau shall

not issue any notice of fine or penalty relative to the subject parking violation to that person prior to the date of the hearing.

- H. Where an operator or owner fails to enter a plea to a charge of a violation or fails to appear on a designated hearing date or subsequent adjourned date or fails after a hearing to comply with the determination of a hearing examiner, as prescribed by this chapter or by rule or regulation of the bureau, such failure to plead, appear or comply shall be deemed, for all purposes, an admission of liability and shall be grounds for rendering and entering a default judgment in an amount provide by the rules and regulations of the bureau. However, after the expiration of the original date prescribed for entering a plea and before a default judgment may be rendered, in such case the bureau shall, pursuant to applicable provisions of law, notify operator or owner, by such form of first class mail as the bureau may direct:
1. Of the violation charged;
 2. Of the impending default judgment;
 3. That such judgment will be entered in the city court of the city of Newburgh or other court of civil jurisdiction or any other place provided for the entry of civil judgments within the state of New York; and
 4. That a default judgment may be avoided by entering a plea or making an appearance within thirty (30) days of the sending of such notice.
- I. Pleas entered within thirty (30) days of the mailing of such notice shall be in the manner prescribed in the notice and not subject to such penalty or fee. In no case shall a default judgment be rendered or, where required, a notice of impending default judgment be sent, more than two (2) years after the expiration of the time prescribed for entering a plea.
- J. Failure to plead or respond.
1. Whenever a person has been issued a notice of violation and has not responded in the manner prescribed, a second notice of violation shall be provided by the bureau by regular first class mail in accordance with the following time periods:
 - a. Within forty (40) days of the issuance of the first notice of violation if the motor vehicle is registered in New York State; or
 - b. Within forty (40) days of the time when the bureau received information on the ownership of the vehicle of the motor vehicle is registered in another state.
 2. The second notice shall include, at a minimum, the following information:
 - a. The owner has twenty (20) days from the issuance of the second notice in which to respond to the notice of violation for a parking violation.
 - b. Failure to respond to the notice of violation for a parking violation may result in the suspension and non-renewal of the owner's registration.
 - c. Failure to respond to the notice of violation for a parking violation may subject the owner to additional penalties.
 - d. Failure to respond to the notice of violation for a parking violation shall subject the owner to a default judgment and additional penalties.

- e. Submission of a plea of guilty to the parking violation makes the owner liable for payment of the stated fine and additional penalties.
- 3. Whenever a person has been issued a second notice of violation for a parking violation and has not responded in a manner prescribed, a third notice shall be provided by the bureau by regular first class mail.
- 4. The third notice shall include, at a minimum, the following information:
 - a. The owner has twenty (20) days from the issuance of the third notice in which to respond to the notice of violation for a parking violation;
 - b. In addition to those penalties imposed after the first and second notices are issued, failure to respond to the notice of violation of a parking violation may subject the owner to one or more of the following:
 - i. Default judgment;
 - ii. Impounding and/or immobilizing the owner's motor vehicle; and
 - iii. Any additional penalties prescribed by the New York State Vehicle and Traffic Law.
- 5. Additional penalties:
 - a. The failure to respond to the notice of violation for a parking violation may subject the owner to the additional penalties as follows:

Penalties for Failure to Respond to a Notice of Parking Violation	
Number of Days from Issuance of First Notice of Violation	Penalty in Addition to Initial Fine
1 through 20 days	No penalty; liable for initial fine only
21 st day	Initial Fine, plus first penalty of \$5.00
31 to 75 days, if third notice of violation mailed	Total of above, plus second penalty of \$10.00
75 days or more	Total of above, plus third penalty of \$20.00
90 days	Total of above, plus deemed admission of liability, subject to default judgment; and/or towing or immobilization and fees.

§ 70-10. Hearings.

- A. All hearings will be held and payments are to be made in the City of Newburgh, New York, at such place as the Director shall designate from time to time, except that within nine (9) months from the date the Parking Violations Bureau is operative, the Director is to designate not more than four (4) decentralized locations where hearing will be held at least once per month.
- B. All hearings shall be held daily from 9:00 a.m. to 4:00 p.m., except on Saturdays, Sundays and legal holidays, or at such other time designated by the Director.
- C. Every hearing for the adjudication of a charge of a violation shall be held before a Hearing Examiner, Senior Hearing Examiner or Supervising Hearing Examiner. All hearings shall be public. A respondent may be represented by legal counsel. The Hearing Examiner shall

not be bound by the rules of evidence in the conduct of the hearing except rules relating to privileged communications. No charges may be established except upon proof by substantial evidence. All testimony shall be given under oath or affirmation.

- D. A record shall be made of every hearing either by stenographic recordings or by mechanical or electronic methods as the Director shall determine. A transcript of such record shall be supplied to a respondent on application and the payment of a fee as provided in Chapter 163, Fees, and the cost of such transcript. The Hearing Examiner may, in his discretion or at the request of the respondent, on a showing of good cause and need thereof, issue a subpoena to compel the appearance at a hearing of the officer who served the notice of violation (summons) or of other persons to give testimony, and he may issue a subpoena duces tecum to compel the production for examination or introduction into evidence, of any book, paper or other thing relevant to the charges alleged.
- E. In the case of a refusal to obey a subpoena, the Bureau may make application to the Supreme Court pursuant to Section 2308 of the Civil Practice Law and Rules for an order requiring such appearance, testimony or production of evidence.
- F. The Bureau may, with or without the respondent's request or consent, consolidate for hearing or appeal one (1) or more charges pending against such respondent. An adjournment may be requested by the respondent [up to twenty-four (24) hours] prior to the hearing, but not more than two (2) adjournments shall be granted except under extraordinary circumstances.

§ 307-11. Decisions and judgments.

- A. The Hearing Examiner shall make a determination of the charges, either sustaining or dismissing them. After a determination has been made sustaining the charges, the Hearing Examiner may examine respondent's prior violations record prior to rendering a final determination.
- B. A final determination of the charges shall be entered on a judgment record maintained by the Bureau, together with the records showing payment or nonpayment of penalties. A copy of such judgment record, or a transcript thereof, may be filed in the office of the Clerk of the City Court of Newburgh and/or in the office of the Clerk of the County of Orange and/or in such other county wherein the respondent resides or is employed.

§ 307-14. Appeals.

- A. There shall be an Appeals Board within the Bureau, which shall consist of three (3) or more persons duly qualified as Hearing Examiners, excluding from the panel the hearing officer whose decision is the subject of the appeal.

- B. An appeal from a determination of any hearing officer after a hearing on a plea denying a motion to reopen any matter shall be submitted to the Appeals Board, which shall have the power to review the facts and the law and shall have power to reverse or modify any determination appealed from for error of fact or law.
- C. A party aggrieved by a final determination of a Hearing Examiner may obtain a review thereof by serving, either personally, in writing or by certified or registered mail, return receipt requested, upon the Bureau, within thirty (30) days of the entry of such final determination, a notice of appeal setting forth the reasons why the final determination should be reversed or modified. Upon receipt of such notice of appeal, the Bureau shall furnish to the appellant, at his request and at his own expense, a transcript of the original hearing. No appeal shall be conducted less than ten (10) days after the mailing of the transcript to the appellant or his attorney. The notice of appeal shall be in such form as the Director may prescribe. No appeal may be had where a plea of guilty or guilty with an explanation was entered by the respondent at the hearing.
- D. Appeals shall be conducted in the presence of the appellant or his attorney, or both, if such right of appearance is expressly requested by the appellant in his notice of appeal and upon his complying with the regulations of the Bureau and paying of fee as outlined in Chapter 163, Fees. If the appellant elects to appear, the Bureau, within thirty (30) days after the receipt of the notice of appeal, shall advise the appellant, either personally or by ordinary first class mail, of the date on which he shall appear. No appeal shall be conducted less than ten (10) days after the mailing of such notification. The appellant shall be notified in writing of the decision of the Appeals Board.
- E. The service of a notice of appeal shall not stay the enforcement of a judgment upon the determination appealed from unless the appellant shall have posted a bond in the amount of such determination at the time of or before the service of such notice of appeal unless the enforcement of such judgment shall have been stayed by the Appeals Board.
- F. The order of the Appeals Board shall be the final determination of the Bureau. Judicial review may be sought pursuant to Article 78 of the Civil Practice Law and Rules.

§ 307-15. Towing.

- A. Pursuant to the authority conferred upon the City of Newburgh by the provisions of Section 1640(a)14 of the Vehicle and Traffic Law of the State of New York, whenever a motor vehicle is parked or abandoned on the public streets of the City of Newburgh during snowstorms, floods, fires or other public emergencies or is found unattended where it constitutes an obstruction to traffic or where any such motor vehicle has been parked or abandoned in any place where stopping, standing or parking is prohibited, any police officer or parking enforcement officer of the City of Newburgh is hereby authorized to cause such vehicle to be removed and conveyed by means of towing the same, or otherwise, in accordance with the provisions of Chapter 288, Vehicles and Traffic, and Chapter 297,

Wreckers and Towers, of the Code of Ordinances of the City of Newburgh. Such towing shall be at the risk of the owner of such vehicle, and the City of Newburgh shall assume no responsibility for the same.

- B. An abandoned vehicle shall be defined and, if unclaimed, disposed of in accordance with Section 1224 of the Vehicle and Traffic Law of the State of New York and the provisions Chapter 288, Vehicles and Traffic, and Chapter 297, Wreckers and Towers, of the Code of Ordinances of the City of Newburgh.
- C. Towing and storage charges.
 - 1. The owner or person entitled to possession of such vehicle shall pay a towing charge and storage charge for each day or fraction thereof after the first twenty-four (24) hours that such vehicle is in the custody of the City of Newburgh as provided in Chapter 163, Fees.
 - 2. These charges shall be in addition to the fines and penalties, if any, hereinafter provided within this Chapter for vehicles that are left standing, stopped or parked illegally.
 - 3. Such towing charges shall be paid to the Parking Violations Bureau at a place designated by such Bureau, during the hours such Bureau is open.
- D. Before the owner or person in charge of such vehicle shall be permitted to remove the same from the custody of the City of Newburgh, he shall furnish evidence of his identity and ownership or right to possession of such vehicle and shall sign a receipt and release in such form as the Parking Violations Bureau shall prescribe; provided, further, that such owner or person entitled to possession of such vehicle may not obtain the release of such vehicle before paying the towing, storage, outstanding parking summonses and related penalties and other fees hereinabove mentioned.

§ 70-16. Liability.

- A. The operator of a vehicle shall be primarily liable for the penalties imposed pursuant to this Article. The owner of the vehicle, even if not the operator thereof, shall also be liable therefor, if such vehicle was used or operated with his permission, express or implied, but in such case, the owner may recover any penalties paid by him from the operator.
- B. Notwithstanding any inconsistent provision of this Chapter or of any other provision of law, any person, corporation, firm, agency, association or organization that is the renter or lessor of a vehicle shall not be liable for penalties in excess of the schedule of fines imposed pursuant to this Article if upon an appropriate fixing of liability upon said renter or lessor there be due and timely payment made of all scheduled fines.
- C. A renter or lessor of a vehicle shall not be liable for penalties imposed pursuant to this Article if, at the time the notice of violation (summons) or a duplicate of such notice is

served, the registration plate number of the vehicle for which said notice of violation (summons) or duplicate was served and the address of the renter or lessor has been filed by the renter or lessor with the Bureau and notice of the service of a notice of violation (summons) or a duplicate of such notice for a parking violation has not been given to the renter or lessor or by the Bureau within ninety (90) days after such service. Such notice shall be given by ordinary mail to the address on file with the Bureau.

§ 70-17. Schedule of fines and penalties.

The schedule of fines and penalties shall be as follows:

Violation	Fine
Failure to deposit required coins in a parking meter, overtime parking in a metered space or other meter violation	\$15.00
Parking prohibited beyond time limit allowed, other than parking meter	\$10.00
Parking over lines	\$10.00
Improper Angle Parking	\$10.00
Parking on the sidewalk	\$10.00
Parking prohibited upon publicly or privately owned premises without permission	\$10.00
Parking in City lot without permit	\$10.00
Restricted Parking near Newburgh Free Academy and St. Luke's Cornwall Hospital	\$10.00
Stopped, standing or parked facing wrong direction	\$10.00
Stopped, standing or parked more than 12 inches from curb	\$10.00
<i>Parking prohibitions:</i>	
Parking prohibited at any time	\$10.00
Parking prohibited during certain hours	\$10.00
Parking prohibited on alternate days	\$25.00
Parking prohibited on alternate days – snow emergency	\$50.00
Parking prohibited on alternate days – street cleaning	\$50.00
Parking prohibited on snow emergency routes	\$50.00
Parking prohibited in a taxi stand	\$10.00
Parking prohibited in a bus stop	\$10.00
Parking prohibited in a loading zone	\$10.00
Parking prohibited in boat trailer parking zone	\$10.00
Violation	Fine
<i>Standing prohibitions:</i>	
Standing prohibited at any time	\$10.00
Standing prohibited during certain hours	\$10.00
Standing prohibited from here to corner	\$20.00

Stopping prohibitions:

Stopping prohibited at any time	\$10.00
Stopping prohibited during certain hours	\$10.00
Stopping prohibited from here to corner	\$20.00
Stopped, standing or parked on a sidewalk	\$20.00
Standing or parked in front of a public or private driveway	\$25.00
Expired certificate of inspection or registration	\$20.00
Stopped, standing or parked within 15 feet of a fire hydrant	\$25.00

Double parking	\$25.00
Obstructing traffic	\$25.00
Interfering with snow removal	\$50.00
Public Safety Reserved Parking	\$10.00
Parking/Standing within 50 ft of Firehouse	\$10.00
Handicapped parking violations per § 1203-c of the Vehicle and Traffic Law	\$100.00

NOTE: In addition, a surcharge of \$30 has been levied by the state of New York for handicapped parking violations pursuant to § 1809-b of the Vehicle and Traffic Law.

ORDINANCE NO.: _____ - 2012

OF

_____, 2012

AN ORDINANCE AMENDING CHAPTER 288, "VEHICLES AND TRAFFIC" WITH RESPECT TO ARTICLE III "PARKING, STANDING AND STOPPING"; ARTICLE IV "SNOW EMERGENCY PARKING"; ARTICLE V "PARKING METERS"; ARTICLE VI "REMOVAL AND STORAGE OF VEHICLES" AND ARTICLE VII "MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

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

SECTION 288, VEHICLES AND TRAFFIC

Section 1. Article III, Parking, Standing and Stopping

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

F. Penalties for offenses. Any person violating ~~§ 288-36.1 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$50. Any person who is charged with a violation of § 288-36.1 who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine of \$ 50.~~ For the purposes of § 288.36.1, each twenty-four-hour period any violation of this section shall continue a separate offense. Notwithstanding any other provision of the City Code of Ordinances and in addition to any other fine or penalty, any costs or expenses incurred by the City of Newburgh in connection with the towing or storing of a vehicle shall be paid by the owner or person entitled to possession of such vehicle prior to the release of such vehicle to the person entitled thereto.

G. ~~Notwithstanding the provisions of Subsection F of this section, the penalty for violating this section shall be satisfied by the payment of \$ 30 if such payment is made within 48 hours of the time of the issuance of such notice of violation, summons and/or appearance ticket.~~

Underlining denotes additions

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Section 2. Article IV, Snow Emergency Parking

§ 288-46. Citation on vehicle parked or left in violation of article.

Whenever any motor vehicle without a driver is found parked or left in violation of any provision of this article and is not removed and impounded as provided for in this article, the officer finding such vehicle shall ~~take its registration number and any other information displayed on the vehicle which may identify its user and shall~~ conspicuously affix to such vehicle a notice of violation traffic ticket on a form provided by the City for the driver to answer to the charge against him in accordance with the provisions of Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh within 15 days during the hours and at a place specified in the ticket.

~~§ 288-47. Failure to comply with traffic ticket attached to vehicle.~~

~~If a violator of this article does not appear in response to a traffic ticket affixed to such motor vehicle in accordance with this article within a period of 15 days, the Traffic Violations Bureau shall send the owner of the motor vehicle to which the traffic ticket was affixed a letter informing him of the violation and warning him that, in the event such letter is disregarded, a warrant of arrest may be issued.~~

~~§ 288-48. Evidence of violations:~~

~~In any prosecution with regard to a vehicle parked or left in a place or in a condition in violation of any provision of this article, proof that the particular vehicle described in the complaint was parked or left in violation of a provision of this article, together with proof that the defendant named in the complaint was at the time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this article.~~

~~§ 288-49. Snow emergency routes designated.~~

The streets or portions of streets within the City set forth in Schedule XXX (§288-88), attached to and made a part of this chapter, are hereby designated as snow emergency routes.

Section 3. Article V, Parking Meters

§ 288-53. Violations and enforcement.

D. Enforcement.

(1) Reports of violations. It shall be the duty of the police officers of the city, or Parking Enforcement Officers, acting in accordance with instructions issued by the Chief of Police, to report:

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(a) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been parked or standing in violation of any of the provisions of this article.

(b) The state license number of such vehicle.

(c) The time during which such vehicle is parked or standing in violation of any of the provisions of this article at the time of his inspection.

(d) Any other facts, or knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(2) Notices of violations. Each such police officer or parking enforcement officer shall also attach to such vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of a provision of this article and instructing and summoning such owner or operator to respond in accordance with the provisions of Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh report at police headquarters or at the City Court of the City in regard to such violation.

(3) Penalties. The penalty for such parking meter violations shall be set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh ~~\$15.~~ Each owner or operator may, within 15 days of the time when such notice was attached to such vehicles, pay, as a penalty for and in full satisfaction of such violations, the sum of \$15. or, in the alternative, enter a plea of not guilty to such charge. Failure to pay said sum within 15 days or enter a plea of not guilty shall increase the penalty for such violation to \$30.

(4) ~~Notwithstanding the provisions of Subsection D(3) of this section, the penalty for such parking meter violations shall be satisfied by the payment of the sum of \$10 if such payment is made within 48 hours of the time of issuance of such notice, exclusive of Saturdays, Sundays or legal holidays.~~

Section 4. Article VI, Removal and Storage of Vehicles

§ 288-56. Redemption of property; charges.

A. The owner of any such vehicle or other property removed from any public highway or municipal parking area under any provision of this article may redeem such property at any time after its removal, but prior to the sale or destruction thereof, upon payment to the Parking Violations Bureau in accordance with the provisions set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh ~~to the Comptroller or his designated representative, who shall be a City employee, of such sum as he may fix and determine for the actual or estimated reasonable cost and expense of removal and any preliminary sale advertising expenses, not to exceed \$100, plus storage, for each article removed.~~

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Section 5. Article VII, Miscellaneous Provisions

§ 288-57. Penalties for offenses.

Any person violating the provisions of Articles II, III, IV, V or VI of this Chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine as set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh. Any person who is charged with a violation of a provision of this Chapter who has been served according to law with a summons or appearance ticket shall enter a plea in response as set forth in Chapter 70, Parking Violations Bureau, of the Code of Ordinances of the City of Newburgh.

- ~~A. Except as otherwise herein provided, any person violating any of the provisions of Articles II and III of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$10 for the first offense or, for a second or subsequent offense, to a fine of \$25.~~
- ~~B. Any person who is charged with a traffic infraction subject to the penalties provided for in Subsection A hereof who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine for the violation of this section of \$30 for the first offense or, for a second or subsequent offense, to a fine of \$75.~~
- ~~C. Any person violating § 288-36 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$25 or, if a snow emergency was in effect as of the time of commission of said traffic infraction, a fine of \$50. Any person who is charged with a violation of §288-36 who has been served according to law with a summons or appearance ticket and who fails to appear or enter a plea in response thereto within 15 days from service shall, upon conviction for the offense charged and conviction of failure to appear or plead, be subject to an additional fine of \$50, or if a snow emergency was in effect as of the time of the commission of said traffic infraction, to an additional fine of \$100.~~
- ~~D. Every person convicted of a traffic infraction for a violation of any provision of this chapter which is not a violation of any provision of the Vehicle and Traffic Law of the State of New York shall, for a first conviction thereof, be punished by a fine of not more than \$50 or by imprisonment for not more than 15 days, or by both such fine and imprisonment; for a second such conviction within 18 months thereafter, such person shall be punished by a fine of not more than \$100 or by imprisonment for not more than 45 days, or by both such fine and imprisonment; upon a third or subsequent conviction within 18 months after the first conviction, such person shall be punished by a fine of not more than \$250 or by imprisonment for not more than 90 days, or by both such fine and imprisonment.~~

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~~E. Notwithstanding anything to the contrary contained in this section, any person charged with the violation of any of the provisions of Articles III, IV, V and VI of this chapter for violations which took place on or before March 31, 2009, upon entering a plea of guilty to the infraction charged in the summons, may fully discharge his obligation to the City under such summons by paying to the City of Newburgh, no later than September 30, 2009, the amount due thereon as if the summons had been fully paid within 15 days from the original service thereof, without any other interest, penalties or surcharges which would be imposed in the absence of this chapter.~~

~~F. Any person violating § 1203-b or 1203-c of the Vehicle and Traffic Law of the State of New York or §288-34 of this chapter shall be guilty of a traffic infraction and, upon conviction thereof, shall be subject to a fine of \$100 for the first offense or, for a second or subsequent offense, to a fine of \$250.~~

Section 6. This ordinance shall take effect upon the adoption of Local Law No. x-2012 of _____, 2012.

Underlining denotes additions
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ORDINANCE NO.: _____-2012

OF

_____, 2012

AN ORDINANCE AMENDING SECTION 297-22 "TOWING OF VEHICLES BY CITY"
OF CHAPTER 297 ENTITLED "WRECKERS AND TOWERS"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 297-22, "Towing of Vehicles by City" of Chapter 297, entitled "Wreckers and Towers" be and is hereby amended as follows:

SECTION 297, WRECKERS AND TOWERS

Section 1. § 297-22. Towing of vehicles by City.

- A. In the event that a vehicle is towed by the employees and agents of the City itself, using tow vehicles, equipment and facilities owned and/or controlled by the City, then the City of Newburgh shall charge such fees against the owner and/or party responsible for such towed vehicle and for winching, cleaning the scene, storage and all other applicable charges equivalent to the schedule of fees charged by private licensees as authorized under § 297-3 of this chapter for such services. Such towing and related services shall be performed and provided by the City generally in accordance with the protocols set forth in this chapter as are applicable to private licensees, subject to such specific provisions and commands as may be issued by the City Manager and the Chief of Police or their designee(s).
- B. Persons or entities reclaiming vehicles from the City shall comply with the following before such vehicle shall be released by the City:
- (1) Satisfactory proof of ownership and/or entitlement to physical possession of such vehicle shall be provided to the Parking Violations Bureau ~~designated officer of the City of Newburgh Police Department.~~
 - (2) Payment of all outstanding fines, violations, parking tickets and all other offenses and fees shall be made to the Parking Violations Bureau ~~City Clerk~~. The Parking Violations Bureau ~~City Clerk~~ shall issue a receipt for such payment, which receipt must be provided to the designated officer or agent of the Police Department prior to such release. If the vehicle is

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designated as an "abandoned vehicle," then in addition to the foregoing the City shall charge an additional fee as set forth in Chapter 163, Fees, of this Code prior to releasing same.

- (3) If a vehicle is towed by a private licensee to a City storage facility at the request of the City, in addition to the foregoing, the City shall charge the owner or responsible party a sum equivalent to the towing cost charged to the City by such private licensee plus a storage fee as set forth in Chapter 163, Fees, of this Code.
- (4) Abandoned vehicles.
 - (a) If the vehicle towed by or at the request of the City is designated by the City as an "abandoned vehicle," and the value of such vehicle is established by the City is less than \$1,250, the City shall pay to a private licensee for such tow a fee of \$50. If such vehicle is stored at a private facility, the City will not be liable to such private licensee for any storage charges; and the City will take or accept possession of such vehicle from such private licensee within a reasonable time.
 - (b) If an abandoned vehicle towed pursuant to Subsection B(4)(a) above has a value as established by the City of \$1,250 or more, the private licensee in physical possession of such vehicle may retain possession of same for further handling and disposition in compliance with the New York State Vehicle and Traffic Law and applicable rules and regulations, or may turn over such physical possession of same to the City upon notice to the City and acceptance by the City of same. If a vehicle is turned over to the City pursuant hereto, the licensee shall also provide to the City at such time all documentation and available history regarding said vehicle.

Section 2. This ordinance shall take effect upon the adoption of Local Law No. x-2012 of _____, 2012.

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RESOLUTION NO.: 197 - 2012

OF

NOVEMBER 13, 2012

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF
THE SEPARATION AND SETTLEMENT AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND LEYLAND ALLIANCE LLC
TO LEYLAND NEWBURGH ASSOCIATES, LLC AND
THE RELEASE OF EASEMENTS AND RESTRICTIONS**

WHEREAS, by Resolution No. 107-2012 of June 18, 2012, the City Council authorized the City Manger to execute a Settlement and Separation Agreement ("Separation Agreement") with Leyland Alliance, LLC terminating prior agreements regarding the proposed redevelopment of approximately thirty (30) acres of City-owned lands located on and in close proximity to the Newburgh waterfront on the Hudson River; and

WHEREAS, by Resolution No. 151-2012 of September 10, 2012, the City Council granted to Leyland Alliance, LLC a sixty (60) day extension of the due diligence period from August 27, 2012 to October 26, 2012 and a corresponding sixty (60) day extension of time to close title from October 26, 2012 to December 24, 2012; and

WHEREAS, Leyland Alliance LLC is seeking to assign the Separation Agreement to Leyland Newburgh Associates, LLC, a wholly-owned subsidiary; the release of certain deed easements and reservations; and the cooperation of the City of Newburgh regarding the development of the real property to be transferred under the terms of the Separation Agreement; and

WHEREAS, the requests of Leyland Alliance require an amendment to the Separation Agreement; and

WHEREAS, this Council has determined that granting the requests of Leyland Alliance, LLC and entering into an amendment to the Separation Agreement is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized execute an amendment to the Separation and Settlement Agreement as annexed hereto and made part hereof with other provisions as Corporation Counsel may require permitting the assignment of the Agreement from Leyland Alliance, LLC to Leyland Newburgh Associates, LLC, releasing deed easements and restrictions, and providing cooperation regarding the redevelopment of the real property subject to the Separation Agreement.

AMENDMENT
TO
SEPARATION AND SETTLEMENT AGREEMENT

THE CITY OF NEWBURGH, NEW YORK
AND
LEYLAND ALLIANCE, LLC

WHEREAS, the City of Newburgh, New York ("City") and Leyland Alliance LLC ("Leyland") entered into an agreement entitled "Separation and Settlement Agreement" ("Agreement") dated June 28, 2012, regarding the termination of prior agreements and the transfer of certain properties more particularly described in the Agreement, and

WHEREAS, the City and Leyland are desirous of amending the Agreement as herein provided, and

WHEREAS, the City has authorized this Amendment by Resolution No.151-2012 of September 10, 2012 and Resolution No. 197-2012 of November 13, 2012, and further authorized the City Manager to execute this Amendment on behalf of the City, the parties acknowledging adequate consideration therefor in the form of the mutual promises and conditions stated herein,

NOW, THEREFORE, the City and Leyland hereby amend the Agreement as follows:

1. The "Due Diligence Period" shall be extended from August 27, 2012 to October 26, 2012 and the time to close title shall be extended from October 26, 2012 to December 24, 2012.

2. Leyland may assign its rights and obligations under the Agreement to Leyland Newburgh Associates, LLC, a wholly owned subsidiary of Leyland Alliance, LLC.

3. The deed from the City to Leyland will provide:

A. The Party of the first Party hereby affirms that the rights of way, easements, rights, privileges and reservations set forth in the following instruments have merged with the fee estate and are no longer of any force or effect:

1. Right of way and reservations to alleyway contained in the deed from Mary E. Coyle to the City of Newburgh, dated February 29, 1936 and recorded in Liber 767 page 400

2. Rights and privileges contained in an agreement dated March 10, 1846 between Minard Harris and the Trustees of the Village of Newburgh as disclosed in the deed from Olga M. Constantine to the City of Newburgh, dated March 2, 1936 and recorded in Liber 767 page 356

3. Sewer and drainage rights set forth in deeds recorded in Liber 340 page 334 and Liber 373 page 271

4. Reservation and right of way to alleyway contained in the deed from the City of Newburgh to the Newburgh Urban Renewal Agency dated April 24, 1973 and recorded in Liber 1940 page 544

5. Sewer and drainage rights contained in the deed recorded in Liber 298 page 159

6. Drainage rights contained in the deed recorded in Liber 340 page 334

7. Rights contained in the deed recorded Liber 373 page 271 and re-recorded in Liber 383 page 274.

8. Right of way contained in the deed from Henry Karmel to James C. Lavery and Catharine J. Lavery dated January 1, 1918 recorded in Liber 578 page 7

9. Right of way contained in a deed from the City of Newburgh and Newburgh Savings Bank dated August 25, 1936 recorded in Liber 774 page 327

10. Drain and sewer rights contained in a deed from Mamie M. Page to the Newburgh Urban Renewal Agency recorded in Liber 1884 page 459

Notwithstanding the foregoing, the Party of the First Part shall retain the right to maintain existing utility infrastructure on said premises, with the proviso that the Party of the First Part will cooperate reasonably in the event the Party of the Second Part, its successors or assigns, wishes to relocate any of said infrastructure so as to facilitate development of said premises.

B. With respect to the easement set forth in the deed from the City of Newburgh to the Newburgh Community Development agency dated August 22, 1986 recorded in Liber 2591 page 311, the Party of the First Part agrees (i) to terminate said easement in the event the Party of the Second Part demonstrates to the reasonable satisfaction of the Party of the First Part that no utility infrastructure is located within the former High Street that affects any property outside of the premises conveyed in this deed; and (ii) in the event that there is utility infrastructure within the former High Street that affects property outside of the premises conveyed in this deed, the Party of the Second Part, its successors and assigns, shall have the right to relocate such utility infrastructure to facilitate development of said premises, provided that such relocation shall be carried out in a manner that is in all respects reasonably satisfactory to the Party of the First Part.

C. The Party of the First Part also agrees to act reasonably upon the request of the Party of the Second Party, its successors and assigns, to provide cooperation regarding future development of said premises, including acting reasonably to permit the Party of the Second Part to relocate utility lines and other facilities owned by the Party of the First Part, provided that all conditions reasonably proposed by the Party of the First Part are adhered to by the Party of the Second Part.

4. Except as specifically provided above, all of the terms, conditions, obligations and duties set forth in the Agreement dated June 28, 2012 shall remain as so provided in that Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment and date this Amendment as the _____ day of November, 2012.

THE CITY OF NEWBURGH

By: _____
Richard F. Herbek, City Manager

LEYLAND ALLIANCE LLC

By: _____
Howard Kaufman, Managing Member

RESOLUTION NO.: 198 - 2012

OF

NOVEMBER 13, 2012

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH PACE UNIVERSITY
LAND USE LAW CENTER AS A SUB-RECIPIENT OF THE TSEC GRANT FUNDS TO
PROVIDE EXPEDITED ASSISTANCE TO COMPANIES SEEKING TO RE-LOCATE
TO OR EXPAND WITHIN THE CITY OF NEWBURGH**

WHEREAS, by Resolution No. 33-2012 of March 12, 2012, the City of Newburgh applied for and was awarded a grant from the Solar Energy Consortium ("TSEC") in the amount of \$50,000.00 for the purposes of developing a database of industrial and commercial properties that would be appropriate for partners in the New York Renewable Energy Cluster Program; and

WHEREAS, the City of Newburgh has engaged the Pace University Land Use Law Center to inventory and develop a database of industrial properties and to assist manufacturers seeking help with building code and other issues pertaining to starting or expanding operations in the City; and

WHEREAS, the City of Newburgh wishes to enter into a sub-recipient agreement with Pace University Land Use Law Center to undertake such work; and

WHEREAS, this Council has determined that entering into the sub-recipient agreement is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a sub-recipient grant agreement in substantially the same form as annexed hereto with other provisions as Counsel may require with Pace University Land Use Law Center to undertake the scope of work set forth in Schedule "A" of the agreement.

AGREEMENT

THIS AGREEMENT, entered into this 1 day of November, 2012

BY AND BETWEEN:

NAME: Pace University for its Land Use Law Center
ADDRESS: 78 North Broadway, White Plains, NY 10603
FEDERAL EMPLOYER ID # 13-5562314

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

WHEREAS, the City is scheduled to receive a grant from the The Solar Energy Consortium, Inc. in the amount of 25,000.00 Dollars for the purpose of New York Renewable Energy Cluster Program ("Grant"), as authorized by _____ adopted by the City Council on _____; and

and;

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

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

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

ARTICLE I. SCOPE OF SERVICES

(1) The Sub-Grantee shall establish and implement a program within the City of Newburgh as set forth on Schedule A attached hereto and assures the City that the Sub-Grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-Grantee to execute its program. When required, the Sub-Grantee may request pertinent assistance from other agencies.

ARTICLE II. TERMS OF CONTRACT

(1) The services of the Sub-Grantee are to commence upon execution of this Agreement and extend for a period ending one (1) year from the date thereof, or as otherwise provided herein (hereinafter, the "Term").

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party for a material breach of the agreement that shall not have been cured within a reasonable time following receipt of written notice of such material breach.

ARTICLE III. SERVICES TO BE PROVIDED BY THE THE CITY

(1) Upon request by the Sub-Grantee, the THE CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.

(2) If, in the opinion of the City, technical assistance is required from New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

(1) The Sub-Grantee hereby agrees to maintain confidential documentation for all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.

(2) The Sub-Grantee hereby agrees to maintain separate and complete accounting for all funds received from the City under this agreement.

(3) Certified yearly audits of the Sub-Grantee will be provided to the City for review by the City's CPA when requested.

ARTICLE V. COMPENSATION

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

(2) Total payment under this Contract shall not exceed TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS as full payment for all services rendered by the Sub-Grantee during the period of this agreement. The adopted budget of the Sub-Grantee is annexed hereto as Schedule B.

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

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a semi-annual basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-Grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

- (a) For each semi-annual period, payments will be made upon invoices submitted which reflect actual authorized expenses per budget for the period. In no event shall such expenditures exceed twenty-five thousand (\$25,000) DOLLARS in the aggregate.
- (b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from the Grant. The City shall not be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In carrying out the obligation of this Contract, the Sub-Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-Grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-Grantee are treated without regard to their race, color, religion, sex, national origin or disability. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- (2) The Sub-Grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.
- (3) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

Each party hereto represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the other party.

ARTICLE IX. RECORDS AND REPORTS

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

(2) The Sub-Grantee shall submit semiannual reports to the City identifying prescribed activities funded under this Agreement, together with a record of expenses incurred by Sub-Grantee during each semiannual period.

ARTICLE X. AUDITS

(2) The Sub-Grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, TSEC, State of New York or any authorized representative and will be retained for such periods of time as may be required by State and local statutes, but in any event, not less than six (6) years.

ARTICLE XI. CONFIDENTIALITY

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

ARTICLE XII. FACILITIES AND PERSONNEL

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

ARTICLE XIII. INTEREST OF SUB-GRANTEE, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

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

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

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

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

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

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

ARTICLE XV. Reserved.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE XVII. CHANGES AND MODIFICATIONS

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

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

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

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

ARTICLE XIX. INDEMNIFICATION

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

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-Grantee hereby agrees to defend, indemnify, and save

harmless the City from and against any and all loss, expense, damage or injury whatsoever arising out of this Agreement to the extent required under Article XIX(1), above.

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

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

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

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

BODILY INJURY LIABILITY

Each Person
\$1,000,000

Each Occurrence
\$2,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

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

ARTICLE XXI. NOTICES

All notices to the Sub-Grantee in connection with this Agreement shall be sent to:

**Jessica Bacher
Managing Director
Land Use Law Center
Pace Law School
78 North Broadway**

White Plains, NY 10603

with simultaneous copies to:

Pace University
One Pace Plaza
New York, NY 10038
Attn: Assistant Vice President for Finance and Controller

and

Pace University
One Pace Plaza
New York, NY 10038
Attn.: University Counsel

All notices to the City in connection with this Agreement shall be sent to:

Richard F. Herbeck, City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

With simultaneous copies to:

Michelle Kelson, Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550

ARTICLE XXII. COMPLIANCE WITH LAWS

Each party warrants on its behalf and that of its contractors, employees, and agents that, at all times hereunder, it shall comply with all applicable Federal, State and local laws, ordinances, rules, regulations and codes.

ARTICLE XXIII. FORCE MAJEURE

Notwithstanding anything to the contrary contained in the Agreement, neither party shall be liable, nor shall any credit or other remedy be extended, for such party's failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes reasonably beyond such party's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, except with respect to payment obligation(s), the affected party shall be excused from performance hereunder for the duration of the Force Majeure Event.

ARTICLE XXIV. NO WAIVER

Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

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

PACE UNIVERSITY

By _____

Ron Aloni

Title Assistant Vice President for Finance and Controller

Date: _____

CITY OF NEWBURGH

By _____

Richard F. Herbek

City Manager

Date _____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Director of Finance/Comptroller

SCHEDULE A

Proposed Scope/Program

Expedited assistance to companies seeking to re-locate to the City of Newburgh and seeking to expand in the City of Newburgh

There are many barriers to beginning or expanding operations in a city such as Newburgh, from the moment of contact with building department and staff to the issuance of the certificate of occupancy for the renovations or construction needed for the business and its operations. The current process used by the City, although difficult to navigate, provides an excellent opportunity to welcome and assist businesses in their movement into, or expansion within, the City.

By creating an early pre-application process, the City can establish a port of entry for manufacturers, businesses, and other developers through which they can be assisted in accessing incentives, technical assistance, and building code and land use approvals, which are almost always required for business location and expansion. The Center, under this contract, will examine the entire process from early pre-application, to application, conduct of an informational session, referral to other city departments and sources of assistance, through zoning, planning, economic development, architectural review, and coastal consistency review and approval process, ensuring that it is clear, transparent, and expedited. This will involve the review of all applications and application requirements and an examination of new and better processes for the review and approval process.

Based on this examination and review, the Center will make recommendations for process changes and develop improved forms and guidance for applicants demonstrating how this process can be improved at limited cost to the City to greatly expedite the entry and expansion of businesses, manufacturers, and developers in the City. This improved system will enable business development and will contribute to the economy, create jobs, and build the tax base of the municipality.

SCHEDULE B
Proposed Budget

BUDGET CATEGORY	BUDGETED AMOUNT
John Nolon	\$ 8,500.00
Fringe (33.4%)	\$ 2,839.00
Jessica Bacher	\$ 9,180.00
Fringe (33.4%)	\$ 3,066.12
STUDENT INTERN	\$ 750.00
TRAVEL	\$ 250.00
MATERIALS	\$ 414.88
	\$ 25,000.00

RESOLUTION NO.: 199 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT
IN COORDINATION WITH THE COUNTY OF ORANGE
FOR PARTICIPATION IN THE YOUTH AND POLICE INITIATIVE
FOR AN AMOUNT NOT TO EXCEED \$4,200.00

WHEREAS, Youth and Police Initiative ("YPI") is an opportunity for Police Departments to increase their visibility in their communities and to bring about positive changes in the relationships with local at-risk youth; and

WHEREAS, YPI focuses on reducing crime and preventing gang involvement while also placing a strong emphasis on community safety; and

WHEREAS, the City of Newburgh wishes to accept a grant in coordination with the County of Orange for the participation in the Youth and Police Initiative; and

WHEREAS, the County shall reimburse the City of Newburgh for overtime costs associated with the project in an amount not to exceed \$4,200.00; and

WHEREAS, this Council has determined that accepting said grant would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger be and he is hereby authorized to accept a grant in coordination with the County of Orange for the City's participation in the Youth and Police Initiative for an amount not to exceed \$4,200.00.

RESOLUTION NO.: 200 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT A GRANT OFFERED BY THE ORANGE COUNTY YOUTH BUREAU AND TO ENTER INTO CONTRACTS WITH ORANGE COUNTY THROUGH THE ORANGE COUNTY YOUTH BUREAU FOR FUNDING TO PROVIDE RECREATION AND SERVICE PROGRAMS FOR THE CITY OF NEWBURGH YOUTH BUREAU IN THE AMOUNT OF \$9,411.00 FOR 2013 RECREATION FUNDING AND \$8,438.00 FOR 2013 SERVICE FUNDING

WHEREAS, the Orange County Youth Bureau has advised the City of Newburgh that a grant for funding is available to support recreation and service funding to provide recreation and service programs; and

WHEREAS, the City of Newburgh Youth Bureau has applied for said grant offered by the Orange County Youth Bureau for 2013 funding; and

WHEREAS, the City of Newburgh has been advised that the Orange County Youth Bureau has awarded such grant in the amount of \$9,411.00 for 2013 Recreation Funding and \$8,438.00 for 2013 Service Funding; and

WHEREAS, Orange County, through the Orange County Youth Bureau will enter into contracts with the City of Newburgh for the amounts awarded; and

WHEREAS, this Council has determined that accepting said grant and into contracts with the Orange County Youth Bureau is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a grant offered by the Orange County Youth Bureau and enter into contracts with Orange County through the Orange County Youth Bureau for funding to provide recreation and service programs for the City of Newburgh Youth Bureau in the amount of \$9,411.00 for 2013 Recreation Funding and \$8,438.00 for 2013 Service Funding; and

BE IT FURTHER RESOLVED, that the City Manager is further authorized to execute the necessary documents as may be appropriate and necessary to accept such funds and administer the program funded thereby.

ORDINANCE NO.: 7 - 2012

OF

_____, 2012

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

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

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

§ 163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
	Charter	
§ C9.33	Sanitation stop fee	<u>\$2.75 per stop</u> 20 per month per tax lot, whether or not a building is erected thereon
	Dwelling unit fee	\$15 <u>16.50</u> per month per dwelling unit

Underlining denotes additions

| ~~Strikethrough~~ denotes deletions

RESOLUTION NO.: 202 - 2012

OF

NOVEMBER 13, 2012

A RESOLUTION TO APPOINT COMMISSIONERS OF DEEDS
FOR JANUARY 1, 2013 THROUGH DECEMBER 31, 2014

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newburgh, New York, that the following persons be appointed as Commissioners of Deeds for the period beginning January 1, 2011 and expiring December 31, 2012, pursuant to the City Charter of the City of Newburgh §C6.95, and the Executive Law of the State of New York, §139:

Lisette Acosta-Ramirez
351 Third Street
Newburgh, NY 12550

Ann Kuzmik
45 Cromwell Hill Rd.
Monroe, NY 12584

Theresa Cramer (Board of Ed.)
10 Hob Street
Newburgh, NY 12550

MaryEllen Leimer (Board of Ed.)
53 Leslie Road
Newburgh, NY 12550

Katrina Cotten
25 Clark Street
Newburgh, NY 12550

Michael McLymore, Sr.
(Board of Ed.)
1573 Rt. 300
Newburgh, NY 12550

Elizabeth Evans
390 Angola Road
Cornwall, NY 12518

Lorene Vitek
8 Continental Drive
Newburgh, NY 12550

Naomi Fay
99 Long Hill Rd.
Highland Mills, NY 10930

Autumn Resto
45 Fleetwood Drive
Newburgh, NY 12550

RESOLUTION NO.: 203 -2012

OF

NOVEMBER 13, 2012

A RESOLUTION APPOINTING NATALIE MCKINSTRIE
TO THE WATERFRONT ADVISORY COMMITTEE

WHEREAS, the Code of Ordinances of the City of Newburgh, § 296-4, provides for the appointment of members, all of whom shall be residents of the City of Newburgh, to the Waterfront Advisory Committee; and

WHEREAS, Natalie McKintrie has expressed her interest in donating her time and efforts to this Committee,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Waterfront Advisory Committee for the term indicated:

Natalie McKintrie, to complete the term of former member Amanda O'Neill who resigned, which term shall expire on March 31, 2013.