

A regular meeting of the City Council of the City of Newburgh was held on Tuesday, February 15, 2011 at 7:00 P.M. in the Council Chambers at City Hall, 3rd Floor, 83 Broadway, Newburgh, New York 12550.

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

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

Councilwoman Bello moved and Councilwoman Angelo seconded that the minutes of the regular meeting of January 24, 2011 be approved.

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

CARRIED

PRESENTATION

In commemoration of Black History Month, Aquiala Walden, 9th grade student from Newburgh Free Academy read her winning essay titled "Celebrating the Dream" to the audience.

The City Council presented a Certificate of Recognition to Aquiala Walden in recognition of her outstanding achievement.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Denise Ribble, City of Newburgh said regarding resolution #23-2011 that she would like to know how the contract is being paid for and how that relates to money they are saving the City by getting a handle on Workers Compensation costs. She thinks that the Council should consider that a qualified Human Resources Director could handle a number of risk management matters such as Workers Compensation, personnel and policy matters, overtime management, contractual matters, grievances, personnel related litigation as well as performance monitoring. Are all of these risk management concerns covered by this contract? In regard to resolution #35-2011, it sounds like there is some question about whether the Festival would cover all of the costs associated with the event. She thought that it was the policy of the city that all events have to cover all costs. Is it the same for the International Festival or are the taxpayers expected to partially subsidize this event?

Brian Flannery, 5 Norton Street said in regard to resolution #39-2011 for the property auction that he would like to request that in the auction brochure and on the Internet to please indicate if a particular property is in the Historic District. This information should be included in the summary next to the photo. Please don't bury it in fine print or on another page as it was done in the past because it just leads to trouble. If there is anything we learned from the last auction attempt it is that we can't assume that bidders will read the fine print before they show up at the event. Additionally, Historic District status is a selling point that should be publicized because it attracts a better class of buyer and discourages would-be slumlords. PACE University has said that if we can't control our properties then we can't control our city. He hopes to see Historic District status highlighted in the auction materials and not hidden.

Kippy Boyle, Grand Street said that she wanted to piggy back on what Brian Flannery just said particularly in light of the presentation that they heard earlier at the Work Session. In regard to resolution #39-2011, she thought that we told the State that we anticipated revenues of about \$400,000.00 from building auctions in 2011 and they questioned if that was a reasonable amount. She asked if the properties in the presentation tonight and the properties to be auctioned off were in the initial batch that constituted what would potentially be \$400,000.00. If we are going to take properties out for the Land Bank, will that reduce the amount we will be receiving in income and does the State Comptroller's Office need to know? She also would like to know what reallocated appropriations are required for the Youth Bureau.

Gay Lee, City of Newburgh asked for an explanation of resolutions #37-2011 and 38-2011.

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

RESOLUTION NO.: 23 - 2011

OF

FEBRUARY 15, 2011

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND REGENT CONSULTANTS
CORPORATION FOR PROFESSIONAL CONSULTING SERVICES IN THE
AREA OF THE CITY'S INSURANCE PROGRAM AND RISK
MANAGEMENT**

WHEREAS, by Resolution No. 189-2009 of December 14, 2009 City of Newburgh entered into an agreement with Regent Consultants Corporation which expired on December 31, 2010; and

WHEREAS, by Resolution No. 259-2010 of November 22, 2010 the City of Newburgh extended the agreement with Regent Consultants Corporation for two months which is due to expire on March 1, 2011

WHEREAS, the City of Newburgh would like to extend said agreement for an additional ten (10) months which will expire on December 31, 2011; and

WHEREAS, the agreement is for providing assistance in the review of the City's insurance program and risk management in the form of consulting services at the rate of \$2,500.00 per month; and

WHEREAS, this Council has determined that extending this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to extend the agreement with Regent Consultants Corporation an additional ten (10) months, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a rate of \$2,500.00 per month, the cost shall be derived from M.1710.0400 for consulting services in the review of the City's insurance program and risk management.

Acting City Manager, Richard Herbek explained that this is \$2500.00 per month to help us with all of our insurances. He said that they have monthly meetings with all of the departments involved where we go through all of the ongoing Workers Compensation claims. We look at each case to analyze it and

recommendations are made on how to prevent any future falls or accidents. The company also works directly with Gallagher Bassett and other insurance providers that the city has. We are attempting to lower the city's exposure and improve our overall record in terms of insurance. We have made tremendous progress in this area.

Councilman Dillard asked if when they hold their monthly meetings they could provide an estimate of savings.

Acting City Manager, Richard Herbek said that it would be difficult to do on a monthly basis but perhaps they could do it quarterly. He will bring that up at Thursday's meeting to see if they can do something like that. This has been very beneficial to the city and the staff and he believes that we are saving an incredible amount of money for the city and will continue to do so on a risk management standpoint.

Councilwoman Angelo said that we have had very good service from them before so they have a good track record.

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

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

ADOPTED

B-11

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2011, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and REGENT CONSULTANTS CORPORATION, a firm with principal offices at 544 Broadway, Massapequa, New York 11758, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning March 1, 2011, and ending on December 31, 2011 or earlier upon termination as provided under ARTICLE 17 TERMINATION of this Agreement.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within thirty (30) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole

or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or

unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit

requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an

unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

Notwithstanding the above paragraph, the business of VENDOR is one of giving advice to its clients and not selling insurance. VENDOR must rely on the information provided to us by CITY, its brokers and insurance companies. Accordingly, the CITY agrees to indemnify and hold harmless VENDOR, its employees and officers, for any damages in excess of fees billed to CITY during the twelve (12) month period preceding the date of any claim or claims.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its

officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages

due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court

with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to

this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

REGENT CONSULTANTS CORP.

BY: _____
RICHARD F. HERBEK
ACTING CITY MANAGER

BY: _____
PHIL PLATZER
PRESIDENT

DATE: _____

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

Regent Consultants Corporation shall perform the following duties:

1. Furnish the City of Newburgh advice on matters relating to property casualty, and workers' compensation insurance;
2. Perform a risk analysis of the City of Newburgh static loss exposures and submit recommendations including , but not limited to the cost effectiveness of insuring, self-insuring, non-insuring and transferring its risks to third parties;
3. Review all insurance policies, endorsements, audits and premium invoices received by the City of Newburgh during the term of this contract from its carriers, brokers, or agents and forwarded to City of Newburgh;
4. Inform City of Newburgh concerning changes in municipal insurance laws, rules and regulations and other matters which affect the City of Newburgh insurance program;
5. Provide maximum assistance in obtaining from the insurance brokers and/or insurance carriers all appropriate loss experience data pertaining to the insurance coverages specified in No. 1. above;
6. Review all loss experience data specified in No. 5 above and as a result of such review submit recommendations to achieve the most appropriate insurance coverages at the lowest possible insurance premiums with particular emphasis on the feasibility of self-insured retentions and deductibles;
7. Meet with the City of Newburgh representatives a minimum of two times each year and be available for at least one City Council meeting;
8. Assist City of Newburgh in the preparation of the City of Newburgh insurance budget;
9. Assist the City of Newburgh in the preparation of insurance specifications when RCC/City of Newburgh recommends that specifications be written in order to obtain competitive proposals for various insurance coverages;
10. Evaluate competitive proposals outlined in No. 9 above and interpret findings and make appropriate recommendations to the City of Newburgh to achieve the broadest insurance coverage at the lowest possible cost;

11. Implement risk management procedures including avoidance of loss, loss control, non-insurance transfers of risk and risk retention techniques;

12. Act as an information resource to the City Manager and Department Heads and participate in the formation and implementation of a City of Newburgh Safety Committee.

The City of Newburgh agrees to:

1. Notify RCC of any additions or deletions in property or operations which may affect the insurance program;

2. Review specifications prepared by RCC for accuracy;

3. Furnish to RCC copies of all insurance policies, endorsements, audits, loss data and other information pertaining to the insurance program;

4. Furnish copies of letters and/or communications pertaining to City of Newburgh's insurance program;

5. Provide RCC with mutually acceptable dates and agenda items for the meetings outlined in No. 7 above.

SCHEDULE B

FEES AND EXPENSES

RATE: In consideration for the consulting services described in Schedule "A" above, the CITY shall pay the VENDOR at the rate of three thousand (\$2,500.00) dollars per month plus disbursements, as defined below, payable on the first of each month, in conjunction with services provided. The VENDOR shall submit monthly invoices and the CITY shall pay the VENDOR the amounts due within thirty (30) days after such invoices are received by the CITY.

EXPENSES: The CITY will reimburse the VENDOR for reasonable and necessary travel, meals, lodging and incidental expenses incurred as a result of the CITY'S request that the VENDOR travel beyond the CITY'S geographic boundaries. All such requests shall be pre-approved in writing by the CITY and VENDOR. The VENDOR shall submit written documentation and receipts where available itemizing the purpose, amounts expended, and dates on which expenses were incurred.

RESOLUTION NO.: 30 - 2011

OF

FEBRUARY 15, 2011

A RESOLUTION AUTHORIZING THE APPLICATION TO N.Y.S. ARCHIVES FOR A LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF) GRANT IN THE AMOUNT OF \$10,000.00 FOR THE PURPOSE OF PREPARING A RECORDS EMERGENCY/DISASTER MANAGEMENT PLAN

WHEREAS, the City of Newburgh has demonstrated its commitment to the protection and management of its extensive active and inactive municipal records dating back to the late 1700's through numerous prior grants and initiatives, as well as in the City's annual Records Management and G.I.S. budgets; and

WHEREAS, the City is committed to protecting its records and providing back-up to its departments in order to provide as little interruption to services to the public in the case of an emergency or disaster; and

WHEREAS, the City adopted a City Emergency Management Plan in June 2008 which acknowledges the need for said Records Emergency/Disaster Management to be integrated into it; and

WHEREAS, N.Y.S. Archives provides a grant for the preparing of a Records Emergency/Disaster Management Plan through the Local Government Records Management Improvement Fund (LGRMIF); and

WHEREAS, this grant does not require a match;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized to submit an application to the N.Y.S. Archives Local Government Records Management Improvement Fund in the amount of \$10,000.00 for the purpose of preparing a Records Emergency/Disaster Management Plan.

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

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

ADOPTED

RESOLUTION NO.: 31 - 2011

OF

FEBRUARY 15, 2011

A RESOLUTION AUTHORIZING THE APPLICATION TO N.Y.S. ARCHIVES FOR A LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF) GRANT IN THE AMOUNT OF \$15,540.00 FOR THE PURPOSE OF COMPLETING PHASE 1 OF THE CONVERSION OF THE CODE COMPLIANCE ACTIVE PROPERTY FILES INTO ELECTRONIC FORM THROUGH SCANNING THEM INTO THE CITY'S "LASERFICHE" ELECTRONIC DOCUMENT SCANNING & FILING SYSTEM

WHEREAS, the City of Newburgh's Code Compliance handles 23 different permits, 13 types of complaints & inspections, 6 certificates, 5 types of insurance & bonds, 6 different reports, correspondence, street openings, court appearances, information requests, three boards' applications, two registries, violations, and plans for 7,700 properties, and approximately 7,000 of those properties have active files, with an average of 24 different types of documents, 235 sheets of paper, and 43 staples in each, yielding an estimated total of 1,645,000 sheets of paper just in the active files; and

WHEREAS, although basic Code Compliance data currently is entered into IPS software, documents and other information in the actual folders of active files are needed by 4 boards and nine departments in 6 other City locations, together with daily Freedom of Information requests and requests from other agencies; and

WHEREAS, the City has already invested in the electronic document scanning and filing system "Laserfiche" through General Code as a result of a prior RFP process for both Code Compliance and the City Clerk, as well as two scanning stations, which provide standardization of document and electronic record filing, as well as thorough key-word searching and retrieval; and

WHEREAS, the City has implemented a data warehouse through two prior N.Y.S. Archives Local Government grants which can be integrated with the "Laserfiche" document scans and folders; and

WHEREAS, N.Y.S. Archives provides a grant for Document Conversion & Access through the Local Government Records Management Improvement Fund; and

WHEREAS, this grant does not require a match; and

WHEREAS, the City is interested in the most effective management of its documents and electronic records;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized to submit an application to the N.Y.S. Archives Local Government Records Management Improvement Fund (LGRMIF) in the amount of \$15,540.00 for the purpose of completing Phase 1 of the conversion of the active Code Compliance property files into electronic form through scanning them into the City's "Laserfiche" electronic document scanning & filing system.

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

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

ADOPTED

31-11

**Local Government Records Management Improvement Fund (LGRMIF)
0580-12-2076 Phase 1: Scanning of Code Compliance property files
Application Sheet**

Project Number	0580 -12 -2076
Institution	City Of Newburgh -
Mailing Address:	83 Broadway
Address:	
City, State, Zip:	Newburgh NY 12550
Chief Administrative Officer:	Richard Herbeck (note: automatically inserted in application - as spelled in NYS Dept. of Education database – to be corrected by form submitted with grant application)
Title:	City Manager (note: title to be corrected with form submitted with grant application)
Phone:	(845)569-7301
Email:	citymanager@cityofnewburgh-ny-gov
State Judicial District: 9	State Assembly Districts: 96 100 102
State Senate Districts: 39 41	State Congressional Districts: 19 22
Federal ID: 146002329	School District: Newburgh City Sd
Institution Type:	Cities

NOTE:The institutional information listed above is pulled from the SEDREF database. SEDREF, the single authoritative source of identifying information about institutions which the NYS Education Department determines compliance with applicable policy, law and/or regulation.

If your institutional information is incorrect, it can only be updated once your Payee Information Form is received by the Grants Administration Unit and approved by Grants Finance. Grant Unit staff do not have authority to update SEDREF information. The applicant cannot edit the SEDREF information above on their own.

Participating Institutions

NYC Department of Records and	
-------------------------------	--

Information Services (DORIS) Grant?	false
Name of DORIS Agency (if applicable)	
Eligibility Requirements	
RMO Appointed?	Yes
Year RMO Appointed	2002
Appropriate Retention Schedule Adopted?	Yes
Year Schedule was Adopted	1989

Project Director	
Name	Elizabeth McKean
Title	Records Management Officer
Phone	845-569-8092
Email	records@cityofnewburgh-ny.gov
Records Management Officer (RMO)	
Name	Elizabeth McKean
Title	Records Management Officer
Phone	845-569-8092
Email	records@cityofnewburgh-ny.gov

Local Government Information	
County	Orange
Region	REGION 9
Type	City
Department/Unit	Records Management
Population Served	28,259
Annual Operating	\$39,092,091.00

Budget	
Number of Employees	Full-time:233 Part-time:24
Amount Requested	\$15,540

Application	
Application Type	Individual
Project Category	Document Conversion and Access
Project Type	First-Time Inventory: false Electronic Records Inventory: false Email Management: false

Summary description of proposed project activities: Describe the project, including scope, objectives, and description of records. The summary should be brief, but should provide a clear statement of how you intend to use a LGRMIF grant.

The City of Newburgh is seeking \$15,540 in grant funds to accomplish Phase I of the conversion of the Code Compliance active property files to digital format, a demonstration project. There are 7,700 properties within the 4 square miles of the City, and 7,000 of those properties have active files that are used by several departments and boards. The City will hire and supervise a temporary records clerk for 6 months to review and prepare each file folder, remove staples and duplicates, scan the necessary documents, enter standard information as metadata, verify images, and box the completed files. The City is committed to expanding its data warehouse to allow departments and boards to share electronic access to active files internally and to expedite Freedom of Information requests by its citizens and other agencies. The conversion will also provide critical back-up for an active record series that currently is vulnerable in the event of a disaster and reduce some of the physical space needs of the department.

**Local Government Records Management Improvement Fund (LGRMIF)
Project Narratives**

Project Number 0580 -12 -2076
Institution City Of Newburgh -

1a. Describe records management problem

The City of Newburgh's Code Compliance handles 23 different permits, 13 types of complaints & inspections, 6 certificates, 5 types of insurance & bonds, 6 different reports, correspondence, street openings, court appearances, information requests, three boards' applications, two registries, violations, and plans for 7,700 properties. 7,000 of those properties

have active files, with an average of 24 different types of documents, 235 sheets of paper, and 43 staples in each, an estimated total of 1,645, 000 sheets of paper. Although basic data is entered into IPS software, information and documents in the actual folders of active files are needed by 4 boards and nine departments in 6 other locations, together with daily Freedom of Information requests and requests from other agencies. To reduce the number of file cabinets in the department's file room in the past 5 years, the active files were gone through and 141 cartons of 1,963 inactive property files were sent to the City's records center, as well as 56 cartons of 2,568 inactive board application files; requests for inactive files average two per week. There are still 46 4-drawer legal-size file cabinets of active files in constant use, every drawer tightly packed. The fundamental records problems are multiple users in multiple locations, and sheer volume.

The City, understanding the fundamental importance of the property files, has taken the foundational steps of purchasing for Code Compliance a \$2,200.00 ledger-size feed/bed scanner and \$1,500.00 dedicated computer station, invested \$8,405.00 in General Code's Laserfiche document scanning software with an annual maintenance fee of \$899.00, held numerous inter-departmental discussions concerning folder accessibility needs, held many discussions with Code Compliance staff about documents used in daily business, and commissioned General Code for \$2,000.00 to build a property-based electronic folder tree for that will serve all departments involved. The City considers the conversion of the active property files high priority because it is the next step in a comprehensive electronic conversion that will expedite both City departmental functioning and responses to the needs of the public.

Ib. Identify records involved

Code Compliance active property files have any of the following documents in them:

- Certificates: Appropriateness, Completion, Compliance, Occupancy, Certified Mail Receipt, In-lieu-of Letter, Other
- Inspection: 5-day notice, Final Notice, Building Code, Complaint, Condemnation, Court Deposition, Court Summons, Fire Prevention, No Heat, Photo, Plumbing Code, Pre-Rental, Sanitation, Vacant Building, Other
- Insurance Or Bond: Disability, Liability, Street Opening Bond, Project Bond, Workers Comp.
- Letter: Certification of Cost, Approval, Rejection, From other agencies, Other
- Permit: Blasting, Boiler, Commercial -New, Commercial - Repair/Alteration/Conversion, Crane, Demolition, Electrical, Fence, Fire Sprinkler, Garage Sale, Plumbing, Plumbing-one-time, Residential - New, Residential - Repair/Alteration/Conversion, Scaffold, Septic, Sidewalk, Stormwater, Swimming Pool, Tank Removal, Tent, Wetlands, Wood Stove, Other
- Notices: Violation, Final, Other
- Report: Contract Affidavit, Engineer's, Fire Incident, Fire Inspection, Hazardous Material, Incident, Environmental, Board Review, Other
- Registries: Landlord, Vacant Building

Property files have benefited from LGRMIF funding through the establishment of a municipal records center. Having secure off-site storage with a comprehensive indexing system that offers reliable file retrieval allowed Code Compliance staff to weed active files, reducing the number of file cabinets and alleviating some of the multiple-file build-up of many properties. The recent

LGRMIF G.I.S. assessment and implementation grant awards have resulted in the beginnings of a data warehouse with the ability to coordinate building department data with other departments, allowing the City to have a unique overview for planning strategies. Adding scanned documents to that data will expedite and enhance inter-departmental project coordination.

The City has received 13 LGRMIF grants in the past:

· 0580-09-0443	G.I.S. Phase I Implementation	\$65,739
· 0580-08-8164	G.I.S. Needs Assessment Plan	\$13,000
· 0580-05-5375	Vital Records –microfilming completed	\$14,796
· 0580-04-3228	City Court Records Center	\$12,210
· 0580-02-1256	City Council Proceedings: 2d ½ scans & ISYS	\$30,585
· 0580-01-0575	Vital Records – microfilming begun	\$ 600
· 0580-00-0258	City Council Proceedings: 1 st ½ scans & ISYS	\$25,459
· 0580-99-5559	Records Center established	\$38,025
· 0580-95-2602	Inactive Records management	\$24,732
· 0580-94-1864	Microfilming: Assessor, Charter, etc.	\$21,443
· 0580-93-0799	Inventory: Newburgh Housing Authority records	\$ 8,362
· 0580-92-0494	Inventory: all municipal records	\$19,800
· 0580-91-0232	Engineering Dept.: large format copier & copying	\$33,900

Ic. Explain why funding is essential

Thirteen times LGRMIF funding, matched with City effort, has allowed the City to provide fundamental records management, secure storage, critical back-up, and shared access for an extraordinary wealth of active and inactive municipal records that date back to the late 1700's. Funding gave the City shelving and cartons for two records centers; staff set up the centers, worked with every department to box up and inventory inactive records, moved the cartons, created a detailed database with 20,000 entries to-date, and now actively retrieve & process records for every department. Funding implemented the beginning of the City's G.I.S. data warehouse; the G.I.S. Analyst (2011 salary/benefits of \$59,943/\$17,987 and 2011 budget of \$20,000) is working daily with departments on data and material to expand the shared electronic content. The City is committed to the protection and management of its municipal records, but with severe economic set-backs, it does not have the in-house capability to begin the conversion project for Code Compliance's active property files. The City does have staff to oversee the first phase, already has invested the software for the conversion, and will add two additional scanning stations to the existing station. And as demonstrated in the past, the City is committed to seeing the project through the necessary phases to completion.

IIa. Intended results/anticipated benefits

The immediate project results will be the

- accessibility of the first phase of scanned active property files throughout all of the municipal locations
- expedited public FOIL response
- integration of scanned files with current electronic data
- Phase I completed of a comprehensive active property file conversion project

The anticipated benefit is

- a model and procedure established for the eventual inter-departmental electronic file sharing among all departments that is the ultimate records management goal

IIb. Contribution to development of records management program

The City is committed to its vision of a shared electronic data warehouse for its active records and safe, yet accessible, storage of its inactive records.

For its active records, the City has used two previous LGRMIF grants to assess the electronic needs of each department and implement a G.I.S. system that will grow into a comprehensive electronic data warehouse for inter-departmental sharing, as well as eventual Freedom of Information public access. Active records scanned into the Laserfiche system will be sent to the inactive records storage center, providing additional back-up in the case of an emergency or disaster.

For inactive files, the City has used prior LGRMIF grants to establish two separate and secure records storage facilities; one for the general municipal records, one for the court records. With a comprehensive multi-departmental database inventory of the municipal records, departments can electronically find relevant inactive files and request them through email.

IIc. Contribution of Service to the public

The electronic conversion of the active property files will both directly and indirectly improve the City's services to the public.

Once active property files are scanned, the public will directly benefit from the ability to directly access records electronically through the Freedom of Information process, either through dedicated computer work stations in City offices, or eventually through the internet.

Of indirect benefit will be the ability of departments and review boards immediately to access files and coordinate efforts to address problems and/or projects that affect the public. With property files currently in one location and 'stakeholder' departments in 6 other locations, sheer logistics add time and labor to any project process. For example, in the case of a complaint that turns into litigation, the same property file is needed by the Engineer, Department of Public Works, Executive Office, Corporation Counsel, Code Compliance, the Pumping Inspector, the Police, and outside counsel. The result is excessive handling of the actual file folder by Code staff and other department staff who come to the office, mountains of photocopies, and rounds of discussions and meetings with frustratingly varying amounts of necessary document photocopies from the original file.

IIIa. Detailed outline/timetable for project

In recent years the timing of awardee notification and transfer or funding has been variable and therefore applicants must remain flexible in their scheduling of their projects. The City is confident that this project can be successfully completed within a 4-6 month time period that will include the following timing of project activities:

Month 1 – Experienced temporary Records Clerk is hired. Code Compliance staff and RMO demonstrate the necessary work tasks involved in sorting file documents, identifying documents, scanning documents into Laserfiche software, and labeling documents in the Laserfiche template. File conversion work is commenced, with Code Compliance staff overseeing daily work and verifying images and input data.

End of month 4 or month 6 – Work completed. Electronic folders made accessible inter-

departmentally by I.T. Director. Final assessment of volume of records converted and analysis of amount of project remaining for next phase(s).

IIIb. Requirements of relevant project category

N.Y. State Archives Publication No. 77 "Managing Imaging and Micrographics Projects" states that "imaging...is particularly helpful in cases when a large number of people must access the same set of files simultaneously. Imaging is a common solution for dealing with voluminous and heavily used records."

The active property files in Code Compliance hold information and documents that are used by 4 boards and 9 departments in 6 other locations, together with daily Freedom of Information requests and requests from other agencies. There are approximately 7,000 active property files, which hold an average of 235 document sheets of paper. Basic data is already being shared inter-departmentally through the recently begun G.I.S. data warehouse, but the physical property folders themselves are still the primary sources of necessary information and documents.

IIIc. Responsible parties and qualifications

- The Records Management Officer (RMO) will serve as the Project Director and will personally oversee and participate in the execution of this project. The RMO, who has experience with both municipal records and property files, has worked closely with the Code Compliance staff and the I.T. Director to assess the needs and parameters of the project.
- The Code Compliance staff, an Office Manager and Senior Account Clerk who have both been in the department for more than a decade, will demonstrate to the temporary Records Clerk the necessary work tasks involved in sorting file documents, identifying documents, and labeling documents after scanning. They will closely supervise the work as it is being done, and verify images and data input during the process.
- The temporary Records Clerk will be hired through a local agency. Hiring criteria is that the person must have the necessary higher level skills and experience, and be responsible and thorough.

IVa. Contributions demonstrated

The City of Newburgh has contributed to Records Management in these ways:

- Beginning in 1990, a part-time clerk in the City Clerk's office was assigned municipal records management duties; she wrote the first five LGRMIF grants and supervised the inventorying of all of the municipal records, enabled the Engineering Dept. to reformat some of its collection of plans, and arranged for the microfilming/back-up of the City's Charter and the Assessor's sets of property cards;
- In 1998, the part-time clerk retired, and the Engineering Technician assumed full-time records management of both the municipal records and the engineering records. She wrote the next 6 successful LGRMIF grants, which enabled the City to set up two secure records storage facilities and microfilm & scan the City Clerk's vital records for both back-up and easy keyword searching through ISYS software;
- The most recent LGRMIF grant applications were written by the full-time G.I.S. Analyst,

- who manages the G.I.S. system and administers the G.I.S. budget;
- The City adopted the NYS Records Retention Schedule in 1989, and in 2002 named the Engineering Technician Records Management Officer (RMO), establishing it as a Civil Service position and giving the RMO a budget to administer. The RMO took the requisite Civil Service exam to change her job classification;
 - The RMO has attended numerous NYS Archives seminars, and recently attended a \$900.00 Laserfiche workshop in NYC with the G.I.S. Analyst in preparation for integrating Laserfiche into the G.I.S. data warehouse system;
 - The original records storage center became inadequate space-wise, and in October 2010, the City underwrote an \$80,000 move to the basement of the former NYS Armory, a facility that provides the security of bomb shelter construction with a state-of-the-art alarm system;
 - To prepare for the Laserfiche conversion project, the City has invested \$2,000.00 in having an electronic folder tree constructed by parent company General Code for the 7,700 City properties, a structure that will be used for every department, which will standardize electronic filing and expedite sharing;
 - In late 2007, the RMO and I.T. Director visited several municipalities in the Hudson River Valley to ascertain the best scanning and electronic filing system for the City's needs, and found that Laserfiche was unilaterally liked by those who had invested in it. In March 2008, the City purchased Laserfiche for \$8,405.00 for the City Clerk and for Code Compliance, setting up dedicated computer stations and having staff from both departments participate in a two-day on-site training. The City Clerk has continued using Laserfiche; Code Compliance has had set-backs with personnel cuts and excessive workload that have prevented the department from beginning the conversion project. The City maintains Laserfiche licensing for both departments with an annual fee of \$899.00.
 - In 2010, the City hired a consultant to work with the RMO on revamping the existing inventory database for the inactive records storage center into a permission-based searchable database for all departments – currently with over 20,000 entries at folder-level for the inactive records cartons.

The City of Newburgh will contribute to the project in these ways:

- The City's Records Management Officer (RMO) will serve as the Project Director and be responsible for project-related reporting to State Archives. The RMO will work closely with the Code Compliance staff to help with the supervision of the work being done throughout the project.
- The Code Compliance staff will participate in the project by demonstrating the necessary work tasks involved in sorting file documents, identifying documents, and labeling documents after scanning, closely supervising the work as it is being done, and verifying images during the process.
- The City has invested \$2,200.00 in a tabloid-size feed/bed scanner and \$1,500.00 in a dedicated computer station, invested \$8,405.00 in General Code's Laserfiche document scanning software, and maintains it with an annual fee of \$899.00.
- The G.I.S. Analyst will integrate relevant scanned images into the data warehouse.
- The I.T. Director will make the files available to the relevant departments, with the additional goal of establishing a dedicated computer station to allow the public to view files through the

Freedom of Information process.

- The Finance Dept. will assist RMO in the financial paperwork required by the New York State Archives during the course of the grant and during close-out.

IVb. Program Maintenance

- Code Compliance staff will incorporate Laserfiche scanning and electronic property file-populating into their daily work routine hereon in.
- The City will continue with its annual financial investment in Laserfiche and immediately add Laserfiche retrieval access to property file 'stakeholder' departments.
- Both the RMO and Code Compliance will use the completed Phase I conversion to champion and enable the rest of the project. Files scanned in Phase I will be made available to the departments, which will increase demand for completion of full conversion.
- At the first economically feasible opportunity, the rest of the departments will acquire full-user Laserfiche software and scanners in order to contribute electronic files to the property-based folder tree established by Code Compliance in this project.

Professional Salaries

Support Staff Salaries

Equipment

Minor Remodeling

Purchased Services

The City will hire a temporary clerk with demonstrated experience, skills, and responsibility relevant to the required tasks of sorting through complex file folders, identifying documents types and series, scanning said documents, and entering into the computer template basic identifying information for each document.

The clerk will be hired through a temporary personnel agency, or as a temporary subcontractor, for a billing rate of no more than \$18.50 per hour (the 'going' rate for skilled clerks in Orange County in 2011), will work no more than 35 hours per week, for no more than 6 months/24 weeks.

Purchased Services - BOCES

Supplies and Materials

Travel

Employee Benefits

**RESOLUTION NO.: 32 - 2011
OF
FEBRUARY 15, 2011**

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT FOR VENDOR SERVICES
WITH ANGELO LALLIS AT A RATE OF THIRTY DOLLARS PER HOUR
TO PROVIDE CONSULTING SERVICES TO THE ASSESSORS OFFICE
FOR THE PREPARATION AND MAINTENANCE OF THE 2011
ASSESSMENT ROLL**

WHEREAS, this Council, by Resolution 200-2010 of September 7, 2010 authorized the City Manager to enter into an agreement with Angelo Lallis for consulting services to the Assessors Office for the preparation and maintenance of the 2011 assessment roll; and

WHEREAS, such agreement expires on December 31, 2010; and it is now necessary to extend this agreement until December 31, 2011

WHEREAS, the rate for these services is \$30.00 per hour not to exceed 8 hours per week, funding shall be derived from A.1355.0110; and

WHEREAS, this Council has determined that entering into such agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement, in substantially the same form annexed hereto and subject to approval of the Corporation Counsel with such other terms and conditions as Counsel may require, with Angelo Lallis at a rate of \$30.00 per hour to provide consulting services to the Assessors Office.

Councilwoman Bell asked if there is a cap on this.

Acting City Manager, Richard Herbek said that it is not a lot of money. The Budget line is for \$25,000.00 a year but this is for less than that; somewhere in the \$5,000.00 to \$6,000.00 range.

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

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

ADOPTED

32-11

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2011, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and ANGELO LALLIS, 220 Valley Avenue, Walden, New York 12586 , hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual

property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning January 1, 2011, and ending December 31, 2011.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$5,000 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall

have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the

sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged

from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or

fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights

and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 14. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and

not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will

be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any

other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no

payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: _____
RICHARD F. HERBEK,
ACTING CITY MANAGER

BY: _____
ANGELO LALLIS

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BERNIS E. NELSON,
CORPORATION COUNSEL

CHERYL A. GROSS,
COMPROLLER

SCHEDULE A
SCOPE OF SERVICES

Angelo Lallis
220 Valley Ave
Walden, NY 12586
845-988-8800

August 25, 2010

Fernando Gonzalez
City of Newburgh Assessor
83 Broadway
Newburgh, NY 12550

Re: Consultant for the 2011 Assessment Roll

Mr. Gonzalez:

As per our previous discussion, I offer my services to the Assessor's office as a consultant in the preparation and maintenance of the 2011 assessment roll. I am capable of providing the following services:

- Assist in the monthly sales transmittal process as mandated by the Office of Real Property Services (ORPS)
- Update building permit and certificate of occupancy data on the Real Property System (RPS) for assessments
- Create a model using regression analysis to update assessments
- Update the land and cost tables in the RPS system to coincide with values as of July 1, 2010
- Assist in the process of valuing all residential and commercial properties
- Exemption administration knowledge

I possess thorough knowledge of the assessment process and will provide these services on and off site, 8 hours per week, at a rate of \$30 per hour, under your direction. Utilization of the city's hardware and software will be necessary to fulfill these duties. Thank you for your consideration.

Best Regards,
Angelo Lallis

RESOLUTION NO.: 33 - 2011

OF

FEBRUARY 15, 2011

**A RESOLUTION TO EXTEND THE MORATORIUM
ON EVENT PERMIT APPLICATIONS UNTIL DECEMBER 31, 2011**

WHEREAS, this Council, by Resolution No.: 113-2009 of July 13, 2009, adopted a moratorium on event permit applications until January 1, 2010; and

WHEREAS, this Council, by Resolution No.: 196-2009 of December 14, 2009, extended said moratorium on event permit applications until March 31, 2010; and

WHEREAS, this Council, by Resolution No.: 48-2010 of March 8, 2010 extended said moratorium on event permit applications until December 31, 2010; and

WHEREAS, it has been deemed necessary to extend such moratorium until December 31, 2011;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the moratorium instituted by Resolution No.: 113-2009 of July 13, 2009, and extended by Resolution No.: 196-2009 of December 14, 2009 and Resolution No.: 48-2010 of March 8, 2010, on permit applications which will necessitate overtime or special services from City Departments be and is hereby extended until December 31, 2011; and

BE IT FURTHER RESOLVED, as follows:

That the moratorium will also apply to City-sponsored events, as well as events on City property planned by outside organizations or individuals requesting City co-sponsorship (waiving of insurance and fees). An exception may be made for events planned by City departments or agencies after careful review of possible budget impacts, or events determined by this Council to be in the best interest of the community benefit.

This moratorium does not apply to gatherings protected under the First Amendment; however the City retains the right to determine their time, place and manner. The moratorium also does not apply to events for which the

organizers reimburse the City for costs incurred for City personnel and/or services required by the event.

An individual or organization denied approval or application for an event under this moratorium is entitled to request a hearing before the City Manager and/or submit an amended application for a permit for an event which does not require additional City personnel or services.

Councilwoman Angelo said that this does not affect city sponsored fireworks, festivals or parades, correct?

Acting City Manager, Richard Herbek said that the City Fireworks are on a self-supporting basis.

Councilwoman Angelo said the Festival and Parades are self-supporting also so this doesn't affect them.

Councilwoman Bell said it is her understanding that last year all of the fireman who marched in the Parade were paid.

Councilwoman Bello said she believes that the police have that in their contract not the firemen.

Police Chief, Michael Ferrara said that they don't hire overtime to work the Parade.

Councilwoman Bell said that she was informed that the men who marched in the Parade were on the clock.

Police Chief, Michael Ferrara said that if it is in their contract then they receive compensation time.

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

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

ADOPTED

RESOLUTION NO.: 34 - 2011

OF

FEBRUARY 15, 2011

**RESOLUTION AMENDING RESOLUTION NO: 185-2009,
THE 2010 BUDGET OF THE CITY OF NEWBURGH,
AND AMENDING RESOLUTION NO: 264-2010,
THE AMENDED 2011 BUDGET
FOR THE CITY OF NEWBURGH, NEW YORK
TO REALLOCATE APPROPRIATIONS TO MEET THE REQUIREMENTS
OF THE ORANGE COUNTY YOUTH BUREAU**

BE IT RESOLVED that Resolution No: 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended to reallocate appropriations to be eligible to receive available funds from Orange County Youth Bureau as follows:

<u>Current Account</u>	<u>New Account</u>	<u>Amount</u>
A7140.0101	A7310.0101	\$ 9,459.92
A7140.0102	A7310.0102	\$11,217.00
A7140.0422	A7310.0422	<u>\$13,688.12</u>
Total		\$34,365.04

BE IT FURTHER RESOLVED, that Resolution No.: 264-2010, the 2011 Amended Budget of the City of Newburgh, is hereby amended to reallocate appropriations to be eligible to receive available funds from the Orange County Youth Bureau as follows:

<u>Current Account</u>	<u>New Account</u>	<u>Amount</u>
A7140.0101	A7310.0101	\$ 7,328.00
A7140.0102	A7310.0102	\$10,743.00
A7140.0422	A7310.0422	<u>\$ 8,158.00</u>
Total		\$26,229.00

City Comptroller, Cheryl A. Gross explained that there is no line in the Budget under Youth Bureau and to get the reimbursement they must have that. There is no increase or decrease in the Budget it is just moving the line from Recreation to Youth Bureau.

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

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

ADOPTED

RESOLUTION NO.: 35 - 2011

OF

FEBRUARY 15, 2011

**RESOLUTION AMENDING RESOLUTION NO: 264-2010,
THE AMENDED 2011 BUDGET
FOR THE CITY OF NEWBURGH, NEW YORK
FOR AN ACCOUNT TRANSFER FROM THE
2010 INTERNATIONAL FESTIVAL DONATION LINE
IN THE AMOUNT OF \$9,200.00
TO THE T.000.0690 LINE**

BE IT RESOLVED, that Resolution No: 264-2010, the 2011 Amended Budget of the City of Newburgh, is hereby amended for an account transfer from the 2010 International Festival Donation Line in the amount of \$9,200.00 to the T.000.0690 line; and

BE IT FURTHER RESOLVED, that any unused funds be carried forward annually and these funds be limited for the International Festival.

City Comptroller, Cheryl A. Gross said that \$9,200.00 was left over after all expenses and donations from last year's Festival. This is just a correction of the allocation of funds.

Councilwoman Angelo said that last year we made over \$16,000.00 and after paying our expenses we had the balance of \$9,200.00. Every one of the Bands that played donated their services so we didn't have to pay any of them. We had the Guardian Angels on duty and civilian police so we made out alright and we had a wonderful Festival.

Councilwoman Bell asked what expenses are related to the Festival.

Councilwoman Angelo responded that we have to pay for the Bands to come in and for the food tent. The total expenses were about \$6,000.00.

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

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

ADOPTED

**RESOLUTION NO.: 36 - 2011
OF
FEBRUARY 15, 2011**

**A RESOLUTION TO AMEND RESOLUTION No.: 267-2010
OF DECEMBER 13, 2010 AMENDING RESOLUTION NO. 264-2010
OF NOVEMBER 23, 2010 ADOPTING THE AMENDED BUDGET
FOR THE FISCAL YEAR 2011**

WHEREAS, the City Manager, on October 4, 2010, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the "Manager's Proposed Fiscal Year 2011 Budget" and the "Manager's Proposed Personnel Analysis Book" of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2011; and,

WHEREAS, such detailed estimates has been filed in the City Clerk's Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 8, 2010 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller's budget review report #B8-10-23 dated November 10, 2010; and

WHEREAS, the Council wishes to correct certain clerical errors in Resolution Nos. 264-2010 and 267-2010 regarding tax payment dates;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2011 as appears in the annexed "City Council Adopted Fiscal Year 2011 Budget" dated November 22, 2010, and the "City Council Adopted Personnel Analysis Fiscal Year 2011 Budget" of same date; and,

BE IT FURTHER RESOLVED, that the sum of \$18,807,484 be levied and raised on account of City taxes for the year 2011 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being \$746,998,150 for Homestead Properties and \$440,303,011 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and,

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of \$18,807,484 to be extended and apportioned on said assessment roll at \$14.0907 for Homestead properties and \$18.8091 for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and,

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2011 is as set forth in Section 163-3 of the City Code of Ordinances; and,

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and,

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 2nd day of January 2011, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 3rd day of January 2011, and collect up to and including the ~~1st~~ 4th day of February 2011, without fees, and to add 5% from the ~~2nd~~ 5th day of February 2011, up to and including the 3rd day of April 2011.

The second installment commencing on the 1st day of March 2011, and collect up to and including the ~~1st~~ 6th day of April 2011, without fees, and to add 5% from the ~~2nd~~ 7th day of April 2011, up to and including the 30th day of May 2011.

The third installment commencing on the 1st day of May 2011, and collect up to and including the ~~1st~~ 7th day of June 2011, without fees, and to add 5% from the ~~2nd~~ 8th day of June 2011, up to and including the 31st day of July, 2011.

The fourth installment commencing on the 1st day of July 2011, and collect up to and including the ~~1st~~ 5th day of August 2011, without fees, and to add 5% from the ~~2nd~~ 6th day of August 2011, up to and including the 29th day of September, 2011.

In addition thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the Key Bank of NY, N.A., Bank of America, TD Bank, Citizens, or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the General, Water, Sewer, Sanitation and Self-Insurance Funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

Underlining _____ denotes additions

~~Strikethrough~~ denotes deletions

City Comptroller, Cheryl A. Gross explained that this is to change the dates for the tax collection. It was not taken into consideration that the seniors are not receiving their Social Security checks until the third of the month. Now they will have two full business days so that everyone will have enough time.

Mayor Valentine said that our phones have been ringing off the hook over this. This is very important. He doesn't think that it was the intention to have the first of the month cost such hardship but we don't get any bill that comes on the first of the month. They are always the fourth, fifth or sixth because people that are on fixed incomes do not get their check which means they would have to allocate from the month before for a bill that comes due on the first of the month. By making this change it softens the blow a little bit.

Councilwoman Bell said that this effects everyone not just people on fixed incomes.

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

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

ADOPTED

**RESOLUTION NO.: 37 - 2011
OF
FEBRUARY 15, 2011**

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 274 WASHINGTON STREET
(SECTION 35, BLOCK 4, LOT 9)
AT PRIVATE SALE TO AGN NEWBURGH REALTY LLC**

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

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

WHEREAS, AGN Newburgh Realty LLC, the former owner of 274 Washington Street, being more accurately described as Section 35, Block 4, Lot 9 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property status quo ante;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to AGN Newburgh Realty LLC be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of \$8,000.00 no later than February 28, 2011; and

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

Acting City Manager, Richard Herbek explained that this is a property that was taken for unpaid 2008 taxes; however, all of the other taxes have been paid. There has been some vandalism in the building and they feel that it is best to get it back on the tax rolls.

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

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

ADOPTED

RESOLUTION NO.: 38 - 2011

OF

FEBRUARY 15, 2011

**A RESOLUTION RATIFYING A SETTLEMENT IN THE MATTER OF
THE TOWN OF NEW WINDSOR AND THE CITY OF NEWBURGH
ON THE TERMS OF USE FOR BROWN'S POND DURING EMERGENCY
SITUATIONS**

WHEREAS, the City of Newburgh and the Town of New Windsor have reached an agreement on the terms of the Town's use of the water in Brown's Pond during emergency situations; and

WHEREAS, the agreement provides that in the event the Town cannot use the New York City Aqueduct to supply water to its residents, the Town may draw water from Brown's Pond at the prevailing water rate charged by New York City, plus fifteen percent (15%); and

WHEREAS, the increased rate will off-set a portion of the City of Newburgh's operating and maintenance costs for impounding and safeguarding the waters in Brown's Pond; and

WHEREAS, the municipalities have agreed to discontinue the lawsuit commenced by the Town in Orange County Supreme Court and appeared in Court to place a Stipulation of Discontinuance on the Record to reflect said agreement; and

WHEREAS, this Council has determined said agreement 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 terms of the settlement agreement are hereby ratified.

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

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

ADOPTED

RESOLUTION NO.: 39 - 2011

OF

FEBRUARY 15, 2011

**A RESOLUTION AUTHORIZING A PUBLIC AUCTION
OF CITY OWNED PROPERTIES**

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

WHEREAS, the City of Newburgh now desires to dispose of these properties; and

WHEREAS, upon the recommendation of City staff, this Council has determined that auctioning the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh; and

WHEREAS, the properties on the attached Schedule A are to be sold to the highest bidder and are subject to the terms of auction on the attached Schedule B, subject to the final approval of each sale by this Council; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the properties on the list attached hereto as Schedule A and are subject to the Terms of Auction attached hereto as Schedule B, are to be sold at public auction to the highest bidder subject with the final approval of each sale by this Council; and

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

BE IT FURTHER RESOLVED, the City Manager be and he hereby is directed to take all steps and execute any and all instruments and documents necessary to implement this resolution.

SCHEDULE "A"

S-B-L	ADDRESS
48-6-3	63 Beacon Street
45-8-10	87 Carson Avenue
22-2-26	34 Carter Street
30-4-21	13 Chambers Street (sell w/ 15 Chambers)
30-4-20.1	15 Chambers Street (sell w/13 Chambers)
17-8-22	206 City Terrace
36-5-18	29 Clark Street
18-1-7	128 Dubois Street
11-1-30	200 Dubois Street
28-1-12	387 First Street
38-3-39	18 Hasbrouck Street
38-3-50	44 Hasbrouck Street
38-4-22	25 Hasbrouck Street
38-4-70	25 Hasbrouck Street Rear (sell w/25 Hasbrouck)
7-8-10	16 Hudson View Terrace
11-3-26	187 Lander Street (sell w/162 South)
11-2-13	190 Lander Street
11-3-1	197 Lander Street
4-8-20	21 Leroy Place
11-5-11	307 Liberty Street

S-B-L	ADDRESS
12-1-16	330 Liberty Street
29-8-9	10 Lutheran Street
29-8-10	12 Lutheran Street
29-8-12	16 Lutheran Street
29-4-25	28 Lutheran Street
29-3-17	31 Lutheran Street
29-3-13	39 Lutheran Street
7-7-8.1	3 Marne Avenue
18-2-30	142 N. Miller Street
48-2-8	47 Overlook Place
7-1-17	26 Pine Street
45-5-23	108 Renwick Street
45-5-24	110 Renwick Street
45-5-25	112 Renwick Street
7-2-3	252 Robinson Avenue
11-3-21	162 South Street (sell w/187 Lander)
13-2-10	791 South Street
22-1-17	251 Third Street
29-5-25	10 Van Ness (sell and merge w/12 Van Ness)
29-5-26	12 Van Ness (sell and merge w/10 Van Ness)
29-9-2	57 Van Ness

S-B-L	ADDRESS
39-2-10	145 Washington Street
38-2-12	241 Washington Street
35-3-31	248 Washington Street
35-3-38	264 Washington Street
35-2-25	6-12 William Street
35-3-14	16 William Street
35-3-17.1	26 William Street
39-2-29	61 William Street

SCHEDULE "B"

- No owner occupancy required for existing structures.
- Building permit within 12 months of the deed and certificate of occupancy within 18 months of the deed for existing structures.
- For vacant properties, no building permit required, but must keep property clean, in accordance with Property Maintenance Code. If purchased by adjacent property owner and lot is substandard in size under zoning, lot must be merged with adjoining property.
- For 21 Leroy Place, 10 Van Ness Street, 12 Van Ness Street, and 16 William Street, City administration will seek certificates of appropriateness from the Architectural Review Commission (ARC) before auction to permit demolition of these properties, so bidders are aware of right to demolish. Demolition must be completed within 6 months of the deed. No requirement to build new structure within 18 months. When building construction is economically feasible, must be done with ARC review and approval. If purchased by adjacent property owner and lot is substandard in size under zoning, lot must be merged with adjoining property.
- 13 and 15 Chambers Street, 25 Hasbrouck Street and 25 Hasbrouck Street Rear, 187 Lander Street and 162 South Street, and 10 and 12 Van Ness Street will each be sold as a package with requirement to merge both properties.

Acting City Manager, Richard Herbek said that the amount budgeted for this is \$300,000.00 and they are hopeful that through this auction and

through other sales throughout the year that they will achieve that \$300,000.00 revenue.

Councilwoman Bello asked if that is all.

Mayor Valentine commented that they hope for more. We budgeted \$300,000.00 but if we make \$900,000.00 or a million dollars then that is over budget but we only budgeted \$300,000.00. That was the agreed upon number that the State Comptroller would accept. We originally put in \$400,000.00 but we settled on \$300,000.00. There are approximately fifty properties and the auction will be on April 14th.

Councilwoman Bell noted that she is extremely opposed to this auction. What did the last auction get us?

Mayor Valentine responded that the last auction was a show but what did the auction before that get us?

Councilwoman Bell said that her issue is that with the tax situation that we are in she doesn't see people coming here to get these properties. We asked about an upset price or a minimum and we were told "no". She wants us to be a little more creative. In the City of Detroit, for instance, they have a shortage of police officers just like we do here. What they have done with some of the more choice houses on the auction list is offer them to police officers to come and move into the city. They might get a great property for \$10,000.00 with the stipulation that they will live there and this is a way to have a police presence that is right in the community. We need that. It would be a wonderful way of beefing up our security and doing something valuable with the properties. She thinks that more creative solutions need to be looked at.

Mayor Valentine told Councilwoman Bell that he respects her opinion and he knows that she does not like auctions. They are not the be all and end all but they are also not a curse. He has been to the successful ones and saw what happened there. At the one auction where we made over a million dollars about a year and a half ago, there was one piece of property that had all of the conditions on it of home ownership and this and that which we still own. We had three people at that auction that wanted that house on that day but when they found out what the conditions were they walked away from it. The person that eventually got it couldn't and didn't want to do it so it was kicked backed to us. We bantered back and forth for six months and at the end of that six months it still reverted back to us and it is still ours today on this auction list. What you have to look at is the creativity. As an example, there was a derelict building on the corner of South Street and Roosevelt Place across from the tennis courts near N.F.A. that was surrounded by beautiful

homes. That building was sold at auction and they did everything that they said they were going to do with it. In the past we have offered houses to city employees. If you say over and over again that nobody wants to invest in the City of Newburgh, then nobody will want to invest here which is not true. We have seen two developers in the first month of this year make a commitment to invest here and we have two other developers that are right on the cusp as soon as we work out some financing through IDA. This is not the best of all situations but in this particular year it is certainly one that we need to try. We need to get some people to come here and fix up some of these properties.

Councilwoman Angelo said that they saw a slide presentation and asked if those slides would be shown at the auction.

Ed Lynch, Director of Planning and Development said that a lot of those photographs will be included in the packet at the auction and they are looking into putting that slide presentation on the website. We need to do some advanced marketing.

Councilwoman Angelo said that we have to be the ones to market this City.

Mayor Valentine said that the house he spoke about earlier on South Street and Roosevelt Place was at a time when he saw it every day. A few days before the auction there were people looking at that property and the competitiveness was amazing. The people that got it did what they said they were going to do. He watched them get their permits and fix it up which has certainly improved that neighborhood. This is not everything but it is a component of what we need to do right now and a really successful auction should stimulate more people to come here.

Councilwoman Bell said that there is perception and then there is reality. She knows that there are votes here at this table to approve the auction and she understands that but she still feels that she should weigh in on the fact that this is not necessarily the best way to go. She thinks that the whole idea of removing the residency requirement may get us a quick few bucks but what does it do with stabilizing a community in transition. She is going to vote "no" and they will vote "yes" but this is just an opportunity to express some different view points.

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

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

Nays - Councilwoman Bell - 1

ADOPTED

ORDINANCE NO.: 7 - 2011

OF

FEBRUARY 15, 2011

AN ORDINANCE AMENDING 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 Chapter 297 be and is hereby amended as follows:

Section 1. § 297-3. Towing, storage and clean-up rates.

A. No owner or driver of a wrecker or tow truck may charge in excess of the [following] rates set forth in Chapter 163, "Fees" of this Code for towing and winching of vehicles, motorcycles and mopeds, when such tow or winch is at the direction of the City of Newburgh Police Department, including impoundment at City's direction for law enforcement purposes under Section 297-12 of this Chapter and traffic stop tows under Section 297-13 of this Chapter.

B. The City of Newburgh may audit the tow logs, books and records of all licensees at any reasonable time, for its own convenience or upon request of an interested party.

C. A charge as set forth in Chapter 163, "Fees" of this Code [of \$50 per 1/2 hour] may be imposed against the owner or responsible party for provided clean-up services to remove debris, fluids and other materials from the location, if necessary, to restore conditions of safe passage on the thoroughfare.

D. A charge as set forth in Chapter 163, "Fees" of this Code [of an amount not to exceed \$40] may be imposed per application of Speedy Dry and/or other such materials as may be necessary to restore conditions of safe passage on the thoroughfare.

§ 297-12. Impoundment at City's direction for law enforcement purposes.

A. All licensee called upon to tow and/or impound a vehicle by or for the City of Newburgh Police Department must store the vehicle if so directed by a member of the Police Department, at such facility as may be designated by the Police Department or by the City of Newburgh.

B. If the Police Department directs a licensee to tow and impound a motor vehicle at a facility not owned or controlled by the City of Newburgh, such operator shall be able to provide the facilities to store said vehicle. In case of impoundment, such operator may charge the same fees as authorized under Section 297-3 of this Code for the storage of such motor vehicle . The operator shall provide liability insurance covering said stored vehicles in amounts not less than is required in § 297-9B and said policy shall name the City of Newburgh as an additional insured. The requirements set forth in § 297-9B shall be deemed to apply to the insurance required by this section and by City Code.

§ 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 Section 297-3 of this Code 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 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 City Clerk. The 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 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 as 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.

§ 297-24. Fees; rates.

A. The fee payable to the City Clerk with each application for a tow truck and operator's license shall be set forth in Chapter 163, Fees, of this Code and may be revised each year.

B. Rates charged for towing vehicles, storage and specialized services at the request and/or direction of the City of Newburgh Police Department within the City of Newburgh shall not exceed the rates as set forth in Chapter 163, Fees, of this Code the City of Newburgh Schedule of Fees.

C. All licensees shall be required to post in their garage, or service station, or place of business in a conspicuous place and available for view by the public, a schedule of the maximum rates for towing and storage, at the direction of the City of Newburgh Police Department, as set forth in Chapter 163, Fees, of this Code the City of Newburgh Schedule of Fees.

D. Tow charges incurred by the City for the removal of each abandoned vehicle shall not exceed one tow charge per vehicle.

Section 2. This Ordinance shall take effect immediately.

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

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

ADOPTED

ORDINANCE NO.: 8 - 2011

OF

FEBRUARY 15, 2011

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

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

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

§ 297-3 Towing, storage and clean-up rates.

<u>Initial Pick-up charge for Towing or Road Service</u>	
<u> Between 8:00 a.m. and 5:00 p.m.</u>	<u>\$100.00</u>
<u> Between 5:00 p.m. and 8:00 a.m.</u>	<u>\$125.00</u>
<u> Any Time During Snow Emergency</u>	<u>\$150.00</u>
<u>Winching Charge per hour</u>	<u>\$85.00</u>
<u>Towing City-owned cars</u>	<u>\$45.00 plus \$1.50 per mile if towed from outside City limits</u>
<u>Outside Storage</u>	<u>\$50.00 for the initial 24 hours or any portion thereof and \$50.00 for each 24 hour period thereafter or portion thereof</u>

Inside Storage \$60.00 for the initial
24 hour period or
any portion thereof
and \$60.00 for each
24 hour period
thereafter or
portion thereof

Clean-up services \$50.00 per half hour

Application of Speedy Dry or similar material \$40.00

§ 297-6

Wreckers and towers

Annual license fee

\$150 for the first
truck or vehicle

For each additional
truck or vehicle:
\$25.00

§ 297-22 Towing of vehicles by City

Abandoned Vehicles as defined in the
New York State Vehicle and Traffic Law \$250.00

Storage at City facilities \$50.00 per day or
any part thereof for
outside storage

\$60.00 per day or
any part thereof for
inside storage

Section 2. This ordinance shall take effect immediately.

Corporation Counsel, Bernis Nelson said that the only real change is to the annual license fee. Instead of the fee being \$150.00 for the first two trucks it will now be \$150.00 for the first truck with each additional truck being

\$25.00. The other change is to the charges for storage fees with are being increased to the same as a private facility.

Councilwoman Bell said that in addition to people paying the towing fees they will also have to pay all of their back tickets plus a towing fee.

Public Works Superintendent, George Garrison said that right now they probably have about one hundred and fifty vehicles. Some work and some don't. They are working on having an auction but right now they have bids go out and the person that gets it crushes the cars. Right now they get about \$165.00 per car that is crushed but if the price of metal goes up then the price of crushing the cars goes up too.

Councilwoman Bello asked what a winching charge is.

George Garrison answered that if a car goes off the road it has to be winched out of a ditch or if it is behind a snow bank it might have to be winched between two cars.

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

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

ADOPTED

GENERAL COMMENTS FROM THE AUDIENCE

Janet Gianopolous, City of Newburgh asked when the power point presentation concerning the auction will be on the website.

Corporation Counsel, Bernis Nelson said that they are planning on meeting with the auction company next week and after that it should go on the website.

Denise Ribble, City of Newburgh said that she thinks it would be helpful to have a cost benefit analysis of options for some of the following concerns. After listening to the presentation about sanitation services it struck her that the Council is being asked to make a decision without knowing what the cost benefits would be as far as privatizing and partially privatizing. The Mayor brought up a good point that right now we have sanitation people driving trucks for snow removal. She thinks it would be a good idea to have a presentation so that the finance person can make a recommendation. They should also look at a side by side comparison regarding property disposition including sales versus leases of certain city owned properties and the cost of outsourcing consultants versus in-house work. She understands that there is a State agency that might be able to refinance three million dollars of our Bonds at there Triple A rate. Three million dollars at a one, two or three percent interest savings over a period of ten years is a lot of money so this is something that should definitely be looked at. She also thinks that they should raise the abandoned building fees. In addition, she noted that the Waterfront Advisory Committee has a vacancy if anyone is interested.

Kippy Boyle, Grand Street asked if anyone could confirm if the NCAC paid their first installment payment which was due by February 8th.

Mayor Valentine responded with a "yes".

Ms. Boyle said in regard to revenues and reports that there were fees due in February and she would like to know how much actually came in. It is her understanding that the estimated revenues for sanitation for 2011 was 2.8 million so what did we actually get in for the first quarter. She would also like a figure on what we have in uncollected funds. She believes we told the State that we have over \$700,000.00 in uncollected funds and she would like to know if that has changed. She heard that they are looking into the ability to pay by charge card and she would like to know the status of that. She would also like to know how many parking tickets were issued during the snow emergency. These are numbers that should be presented to the public at every Council meeting so we have an idea on where we are going.

Yaakov Sullivan, Overlook Place said in regard to the auction that Mayor Valentine noted one property across from the High School that was very successful and that is good to hear but out of the three hundred properties how many examples are positive and how many are negative. How many were taken by slumlords that did not improve the quality of that street or community and were reverted back to the city? He commended Councilwoman Bell for her suggestion which he thinks is worth discussing. Collection of revenue at this extremely difficult fiscal time is important which he thinks everyone realizes but the point Councilwoman Bell raised about stability of a community and a neighborhood is equally important. In the Heights, they formed a cooperative of neighbors who have purchased houses and they are renovating them to turn them over to potentially good homeowners. Secondly, he said that Mr. Lynch does give a quarterly report to the public but he would like to know what has incurred since he took office and what is in the pipeline presently for bringing in revenue and economic development in terms of our city so that we as citizens have some clarity and ideas about what is happening with economic development.

Brian Flannery, 5 Norton Street said to follow up on something from the last meeting that he thinks it is important to straighten out any confusion over who determined the PILOT's for the proposed buildings at Broadway and Liberty. If he understands the resolutions correctly, the developers will have to come back to the Council in a few months to ask them to vote to "seal the deal", assuming that the developers' applications are approved by New York State Homes and Community Renewal. The Council will need the information about how the PILOT's were determined to make an informed decision on final approval. Even if one feels that PILOT's can be justified in this case as I do, one wants to know that the city is getting the best deal possible given the circumstances and not letting itself get taken advantage of. He would appreciate if Mr. Lynch could explain who came up with these numbers and how much flexibility the city has to negotiate them. On a related note, he did some Internet research on the 485-b ten-year commercial development whatchamacallit that Andy Cavaluzzi is applying for. It looks like it's a NYS sponsored tax exemption, not a PILOT, and that it's available "as-of-right" for any commercial development unless the municipality has opted out of the program. In other words, even though it was mentioned in the text of last meeting's resolution, it doesn't require Council approval. Do I understand that correctly?

Ed Lynch, Director of Planning and Development said that there might have been a misunderstanding on his comment that the numbers were coming from the applicants based on financing. The original proposal was substantially lower and after negotiations they got the increase in terms of what they are paying the city upfront as well as over a long period of time.

Mayor Valentine noted that the housing component also changed. Their income level for occupancy was much lower and we raised it.

El Lynch continued that in terms of the offer for parking which was initially \$30,000.00 that went up in terms of the amount they were willing to pay for the annual PILOT. The first floor of the building is just one story and it would qualify for a 485-b but what is happening above is the PILOT. What was being discussed was not what they wanted initially. In response to a comment made earlier asking what he has done, there is a report that has been submitted to the Council. He is not sure if they have had a chance to look at it yet but a whole lot has been done.

Gay Lee, City of Newburgh said that she is not sure if the auction makes a whole lot of sense when you consider what they are getting next to what they are putting out. How many of these properties were taken for back taxes and where are we with the tax payment repayment plan? She hasn't heard anything on where we stand with that.

Corporation Counsel, Bernis Nelson said that the majority of these properties were taken by In-Rem tax foreclosure last summer of 2010.

Gay Lee asked where we are with the property tax repayment plan.

Corporation Counsel, Bernis Nelson said the Comptroller's office had indicated that this would have a negative financial impact on the city. If you have an installment repayment plan then what happens is that people wait until just before redemption day to come in and enter into an installment program which allows them, through state law, to be withdrawn from the list. What happens is that 25% is paid on the amount due and owing for all taxes and the remaining 75% is paid over a period of two years. What the city is doing is issuing Tax Anticipation Notes for the money they would have received on redemption day for that 75%. That puts the city in a difficult financial position. At the end of the last In-Rem, we had about fifty properties that had not paid when it came time for redemption day which is a small percentage of the total number of properties. The legal mechanism is there but it is an issue of financial impact on the city.

Gay Lee said with all due respect that you don't know what the impact will be if there is no effort made to introduce this plan. So what if I pay my taxes just before my property goes into In-Rem foreclosure. Her sense is that the Council has not agreed to this idea from the beginning. There are people who would pay their taxes and to say that there is a potential for a loss is a crap shoot just like everything else. The auction is a crap shoot because if you auction fifty houses at \$4,000.00 each you will only get about \$200,000.00. This

has turned into a situation where it may not be a good idea so it is easier to take the houses, foreclose and then auction them off. It doesn't make sense to her. She was told that this plan was being worked on and now she is being told that it may not be the best idea. She thinks that this only adds more fuel to needing policy. This is not a good explanation. She added that there are no lights on Nicoll Street, Forsythe Place and Grand.

MaryAnn Prokosch, City of Newburgh said that as far as the Workers Compensation and outside auditors and consultants, she can see the need for a Human Resource person but for this particular item we need someone from outside the city to make sure that we are not being taken advantage of. In regard to the PILOT's, she again would like to know how we got to these amounts because she feels that they are too low. What about PILOT's for tax payments in conjunction with the auction. Maybe if there was a tax break at the auction for people coming in for homeownership we could get people into neighborhoods and stabilize them. PILOT money might work better with situations like that. Maybe if we were more creative with tax breaks we would get better results. On Broadway there is a lot listed that was on the In-Rem foreclosure and she thought that we owned it so why is it on the list? In regard to the sanitation, she said that if we bring someone in to pick up the garbage and she doesn't pay her bill to that sanitation company the garbage is going to sit there. If she is not paying through the city, doesn't that give her the right to go to any sanitation company that she chooses?

Mayor Valentine said that we don't know because this is a very complicated thing to do.

MaryAnn agreed and said that they should be careful and make sure that the billing is done through the city and that they contract with the company otherwise they will have legal problems.

Timothy Hayzill, City of Newburgh said that he agrees with Councilwoman Bell. They are talking about giving tax breaks to people coming to buy houses but the people who lost their houses can't get any tax breaks. It seems like the Council is fighting the people that live here. They need some fresh ideas because if they keep doing the same thing then they will end up with the same results.

Chris Hanson, City of Newburgh is a realtor and thinks that the owner occupancy component is vital. He knows what happened at the last auction but the owner-occupancy brings up the value of the entire neighborhood so the tax base increases and brings more people here. He guarantees that one hundred New Yorkers come here every month to decide if they are going to buy something here in Newburgh and unfortunately ninety-nine of them go

back. Not because they don't see the value and the potential of Newburgh but because what they don't see is a plan. That should be your goal. If you can get one hundred people to come here every month then you are making changes and broadening your tax base. A homeowner has to obtain a loan from the bank but if the equity is not there they will not loan any money. We have properties in this city that will never be viable until Liberty Street is viable.

Councilman Dillard asked if the 203K Program is through FHA and if they would work with the City to make these loans.

Mr. Hanson said that he could provide the Council with names of brokers who would be willing to do that. As an example, if you have five properties on one block the requirements of the FHA, 203K Loan is that those properties are rehabbed by a licensed contractor and it is guaranteed because if the buyer walks out then the bank has to pay for that renovation. If everything goes the way it is supposed to, they will be renovated and owner-occupied in about four to six months. That is what they are looking for. You have to be willing to depart with properties for low enough prices and the 203K also does a projected appraisal. This could definitely be a tool for the city with no risk or cost. He said that they tried to do this before but they need to be more creative.

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

COMMENTS FROM THE COUNCIL

Councilwoman Angelo thanked George Garrison for taking down the tree and wreaths and for the snow removal. Last Friday night she attended a "Salute to Heroes" show where they sang show tunes and played piano. It was a wonderful night.

Acting City Manager, Richard Herbek said that he was very impressed by the performance.

Councilwoman Angelo continued that on Sunday there was an Opera at the Union Presbyterian Church with songs from all of the different Operas. She noted that tonight was a good meeting and she thanked everyone for coming.

Councilwoman Bell said that she is praying that George Garrison and his crew get a break and thanked them for doing a great job. She told everyone to be the change that they wish to see in Newburgh.

Councilwoman Bello thanked our police department and all of the agencies that took part in the drug bust. That persistence is so important because you have to keep on it to make sure that you keep it under control. Other things like the Land Bank and such would become insignificant if we can't control the streets so kudos to the police department and all of the other agencies.

Councilman Dillard thanked George for a great job with the snow removal and he also thanked the Police Chief because he said that he knew they could do it. He hopes that they continue the good work.

Mayor Valentine said that even though he is a proponent of an auction that is being held he is also a huge advocate for what PACE is trying to do. Anyone who knows him knows that he always tries to get people to come here to buy a home or open a business here and to not be negative about coming here. We are a tough, tough city and we have a tremendous amount of problems but we have a combination of people and anchors in this city that can overcome any of the difficult times that we have had so it is a balance. Just because he has a passion for an auction because of the economic side of it does not mean that he does not have a passion for everyone to buy a home. When he first got on the City Council, they made changes to the Heights. They changed an area that had basically multi-family units in houses that were meant for one family and when they made those changes they were highly criticized. When they went from an R-4 to an R-1 Zone they were

tremendously criticized but because they did it they changed the complexion of the Heights and they brought homeowners back in and they took away the overdevelopment that the Heights was never supposed to have. This still has to be a city where homeownership grows in numbers and it is going to take a lot of work. He thanked everyone for coming.

Councilwoman Angelo moved and Councilwoman Bello seconded that the Council enter Executive Session to discuss potential litigation.

All in favor, the Council entered Executive Session.

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

LORENE VITEK
CITY CLERK

