



## City of Newburgh Council Work Session

6:00 pm

September 16, 2010

### TENTATIVE AGENDA

1. **Executive Session:**

- a. Pending Litigation

2. **Presentation:**

- a. Armory update – Rick Herbek and Bill Kaplan

3. **Procedural Items:**

- a. Minutes of the meeting of September 7, 2010
- b. Notices of Claim

4. **Planning and Development/Real Estate:**

- a. Subdivision of Land:
  - i. See memo from Ed Lynch
  - ii. An ordinance to amend various section of Chapter 266, entitled “Subdivision of Land” within the Code of Ordinances.
  - iii. An ordinance to amend Chapter 163 entitled “Fees” within the Code of Ordinances
  - iv. A resolution to assume lead agency with respect to the amendments to the Code related to the subdivision of land and to classify the action as unlisted pursuant to State Environmental Quality Review (SEQRA).

5. **Grants and Contracts/Misc:**

- a. Copier Lease
  - i. See email from Glenn Kurcon, IT Systems Manager
  - ii. A resolution to authorizing the entering into a lease agreement with Ikon Office Solutions, Inc. in order to replace the copier in the Assessor’s office at a cost of \$124 .73 per month for 36 months resulting in a savings of \$122.31 per month.
  - iii. a resolution to accept a gift of \$100.00 from Al and Judith Blanco in memory of John Silvagni to be used for the Recreation Department.

**6. Engineering Report:**

- a. NYS DOT Bridge Inspection Report update – Craig Marti
- b. Route 9W paving update – Craig Marti

**7. Upcoming:**

- a. The Shade Tree Commission will make a brief presentation at the September 20 City Council meeting – John Ledwith, Chairperson
- b. A Certificate of Appreciation will be presented to Pastor Rosey Andrews at the September 20 City Council Meeting
- c. A public hearing has been set for on Tuesday, October 12, 2010 to receive comment regarding a local law to amend the City Code as it relates to nuisance buildings.
- d. 2011 Preliminary Budget will be presented at the September 20, 2010 City Council meeting

**8. Executive Session:**

- a. Pending Litigation
- b. Disposition of real estate
- c. Matters pertaining to the employment of a particular individual – City Manager search update



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**City of Newburgh**  
DEPARTMENT OF PLANNING & DEVELOPMENT  
City Hall – 83 Broadway  
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

**TO:** Mayor Valentine and Honorable Members of City Council

**FROM:** Edward Lynch, Director of Planning and Development *E Lynch*

**RE:** Amendments to the Newburgh Land Subdivision Ordinance regarding Definitions, Fee In Lieu for Parks and Open Space, Automatic Period of Approval, Street Specifications, and other minor changes.

**DATE:** August 27, 2010

**CC:** Richard Herbek, Acting City Manager  
Bernis Nelson, Corporation Counsel  
Craig Marti, City Engineer

The Newburgh Land Subdivision Ordinance, Chapter 266 of the City Code, was adopted more than forty years ago. (April 27, 1970) and no amendments have been made since that time to make the Ordinance conform with State Law or with current best practices utilized in other communities. Several changes are proposed by the Department, as indicated in the attached legislation, the most substantive of which are explained below.

1. New Definitions are proposed for **Minor Subdivision** and for **Tidal Wetlands/Freshwater Wetlands**.

A **Minor Subdivision** is essentially any alteration of lot lines between separate owners. It is important that this process be regulated, since adjacent owners may reach an agreement to move lot lines and thereby additional create zoning conforming building lots, without other neighbors on that street being aware of what is happening. In addition, such lot line changes need to be recorded in the County's Division of Land Records in order for the Tax Assessor to pickup the new lot areas and assess the properties appropriately. Recently we had a meeting with a developer who had done this type of lot line change, but the Tax Assessor did not have any official record of what had occurred to adjust taxes.

**Tidal Wetlands/Freshwater Wetlands** are defined using the standard definitional language of New York State Department of Environmental Conservation (DEC) and the Federal agencies having jurisdiction. Currently the Code says no swampy or wet area shall be filled in. Many areas are wet after storms and may remain wet for extended periods but are not technically wetlands that need protection.

2. A fee in lieu is recommended for the provision of parks and open space in future subdivisions, even minor subdivision. The proposed fee is a minimal amount of 10 cents per square foot of subdivided area, so a typical 5000 sq. ft. newly created lot would generate \$500 for the City. State Law enables cities and towns to assess a fee for parks and open space when developers are unable or unwilling to provide parks within the area subdivided. A two lot subdivision would require a payment, for example, since it is too small to create a park but it is adding an additional unit to the community. The developer is obviously profiting from creating two lots where before there was only one while the City is bearing the burden of additional services.

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3. An extension of plat approval time is recommended. Currently the Code says that a subdivision plat is automatically approved after 45 days of that plan being submitted to the Planning Board, even if the Planning Board needs additional information before approval. The current State Law now allows up to 62 days (two months) which is more lenient and should be adopted by Newburgh to be consistent.

4. It is recommended that references be made current and that right of way specifications refer to standards currently available and acceptable to the City Engineer. Outdated references to State Public Works Specifications of 1962 and City Engineer typical roadway sections of 1969 are proposed to be deleted in their entirety, since those specifications and engineering details are clearly archaic.

### RECOMMENDATION

The Department recommends that the City Council adopt the proposed amendments to the Newburgh Land Subdivision Ordinance regarding Definitions, Fee In Lieu for Parks and Open Space, Automatic Period of Approval, Street Specifications, and other minor changes.

Attached is a short form Environmental Assessment Form (EAF) for such action.

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## Appendix C

## State Environmental Quality Review

**SHORT ENVIRONMENTAL ASSESSMENT FORM**

For UNLISTED ACTIONS Only

**PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)**

1. APPLICANT/SPONSOR Newburgh City Council	2. PROJECT NAME Amendments to Land Subdivision Ordinance
3. PROJECT LOCATION: Municipality <u>Newburgh</u> County <u>Orange</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) City wide Code Amendments. Entire Jurisdiction affected.	
5. PROPOSED ACTION IS: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Amendments to the Newburgh Land Subdivision Ordinance regarding Definitions, Fee In Lieu for Parks and Open Space, Automatic Period of Approval, Street Specifications, and other minor changes.	
7. AMOUNT OF LAND AFFECTED: Initially <u>2035</u> acres Ultimately <u>2035</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: Entire City affected	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Edward Lynch, Director of Planning and Development</u> Date: <u>August 27, 2010</u> Signature: <u>E Lynch</u>	

**If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment**

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**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.  
 Yes  No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  
 Yes  No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:  
 No

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:  
 No

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:  
 No

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:  
 No

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:  
 No

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:  
 No

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:  
 No

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?  
 Yes  No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
 Yes  No If Yes, explain briefly:

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

City Council of Newburgh New York  
 \_\_\_\_\_  
 Name of Lead Agency

Edward Lynch  
 \_\_\_\_\_  
 Print or Type Name of Responsible Officer in Lead Agency

*E Lynch*  
 \_\_\_\_\_  
 Signature of Responsible Officer in Lead Agency

August 27,2010  
 \_\_\_\_\_  
 Date

Director of Planning and Development  
 \_\_\_\_\_  
 Title of Responsible Officer

\_\_\_\_\_  
 Signature of Preparer (If different from responsible officer)

Reset

ORDINANCE NO.: 15 - 2010

OF

SEPTEMBER 20, 2010

AN ORDINANCE AMENDING VARIOUS SECTIONS  
OF CHAPTER 266, ENTITLED "SUBDIVISION OF LAND"  
WITHIN THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that the following sections of Chapter 266, entitled "Subdivision of Land", of the Code of the City of Newburgh be and the same are hereby amended to read as follows:

Chapter 266, SUBDIVISION OF LAND

SECTION 1. ARTICLE I, General Provisions

§ 266-3. Definitions.

For the purpose of this chapter, the following words shall have the following meanings:

SUBDIVISION - ~~The division of any parcel of land into two or more lots, parcels, sites or other divisions of land for immediate or future sale, with or without streets or highways, and includes resubdivision.~~ Division of any tract of land into two or more lots, plats, sites or parcels, for immediate or future sale or for building development with or without the creation of new streets, or highways, for the purpose of sale, transfer of ownership, or development. The term "subdivision" includes any alteration of lot lines or dimensions of any lots or sites shown on a plat previously approved, mapped on tax maps and filed in the office of the County Clerk.

SUBDIVISION, MINOR - Any alteration of a lot line or dimensions of any existing lot and subdivision of a parcel into no more than two lots on an improved street.

TIDAL WETLAND/FRESHWATER WETLAND - Any area which meets one or more of the following criteria:

A. Lands and waters of the state that meet the definition provided in § 24-0107.1 of the New York State Freshwater Wetlands Act (Article 24 and Title 23 of Article 71 of the Environmental Conservation Law) and have an area of at least 12.4 acres

or, if smaller, have unusual local importance as determined by the Commissioner of the Department of Environmental Conservation of the State of New York pursuant to § 24-0301.1 of the Act. The approximate boundaries of such lands and waters shall be determined pursuant to § 24-03-1.5 of the Act, or a map that has been amended or adjusted pursuant to § 24-0301.6 of this title.

B. All areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of hydrophytic vegetation as defined by the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (January 1989) prepared by the Federal Interagency Committee of the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Services, and U.S.D.A. Natural Resource Conservation Service.

**SECTION 2. ARTICLE II, General Procedure**

§ 266-6. Steps.

F. Prior to the approval of the final subdivision plat, the Planning Board shall make certain that the appropriate public improvements are installed and approved by the Planning Board and the City Engineer, or an acceptable performance bond, or other financial security acceptable to Corporation Counsel, in an amount specified by the City Engineer shall be posted with the City ~~Manager~~ Engineer. Forms for the submission of the final plat may be obtained from the City Planning Board. Prior to the submission of the final plat, streets and other public lands may be offered to the City Council for dedication. (See Article VII for requirements and details.)

**SECTION 3. ARTICLE III, Preliminary Plat Requirements**

§ 266-8. Form and content; endorsement.

B. Every preliminary plat submitted to the City Planning Board for its approval shall carry the following endorsement:

Approved by resolution of the Planning Board of the City of Newburgh, New York, on the..... day of....., 1920....., subject to all requirements and conditions of said resolution. Any change, erasure, modification or revision of this plat, as approved, shall void this approval. Signed this ..... day of ..... 1920..... by

.....  
Chairman

.....  
City Engineer

SECTION 4. ARTICLE IV, Design Standards

§ 266-13. Drainage.

J. ~~No open water body or pond Tidal or Freshwater Wetland shall be filled, in under any circumstances, and no wet or swampy area shall be filled in unless it can be shown to the City Planning Board that compensatory provision has been made.~~

§ 266-19. Open spaces.

~~Before approval of a plat, the City Planning Board may require the plat to show a park(s) located within said proposed subdivision or other open space(s) to be reserved for recreation purposes. The City Planning Board shall require open space to be reserved for all subdivisions containing more than 10% of the total area to be subdivided, and said reservations in respect to size, location and prospective use shall bear a reasonable relationship to the standards and proposals of the Comprehensive Development Plan.~~

The Board may require the reservation of land for park, playground or other recreational purposes where it makes a finding that a proper case exists for such reservation on sites containing residential units. Such findings shall include an evaluation of the present and anticipated future needs for park and recreational facilities in the City based on projected population growth to which the particular subdivision plat will contribute. In the event that the Board makes such a finding, the Board may require dedication of 10% of the gross area or a minimum of three contiguous acres of open space, whichever is greater, or, where the Board finds that a suitable park or parks of adequate size to meet the requirement cannot be properly located on such subdivision plat, the Board may require a sum of money in lieu thereof in an amount as set forth in Chapter 163, Fees. In making such determination, the Board shall assess the size and suitability of land shown on the subdivision plat which could be possible locations for park or recreational facilities as well as practical factors, including whether there is a need for additional facilities in the immediate neighborhood. Any money required by the Board in lieu of land for park, playground or other recreational purposes, pursuant to the provisions of this section, shall be deposited into a trust fund to be used by the City exclusively for park, playground or other recreational purposes, including the acquisition of property.

SECTION 5. ARTICLE V, Preliminary Plat

§ 266-21. Procedure.

The City Planning Board shall review the preliminary plat showing the foregoing requirements and, within ~~45~~ 62 days of the date of submission of the preliminary application, shall:

A. Have the preliminary plat reviewed by the City Engineer and, if a performance bond is to be posted by the subdivider, receive the preliminary cost estimate from the subdivider approved by the City Engineer for such improvements.

B. A public hearing shall be held on the preliminary plat. Notice of such hearing shall be published at least once in the official newspaper of the city at least 10 days before the date set for such hearing. Notice shall also be mailed at least 10 days prior to such hearing to the owners of all properties within 300 feet of the exterior boundaries of the property which is the subject of the application. The applicant shall prepare the notice and mailing and shall pay the cost of publication, mailing and the fees provided in § 163-6 of this Code. The Secretary of the Board shall perform the mailing and arrange for the publication of the notice. The applicant shall submit to the Board affidavits of the Secretary of the Board swearing that the required mailings and publication have been performed, which documents shall become part of the application. For the purpose of the mailings required by this section, the term "owner" shall be construed to mean the owner as indicated on the assessment roll of the City of Newburgh. The notice shall set forth a description of the action sought from the Board, the name of the project, the location of the project by street location and tax map designation, the number of lots sought to be created and when and where a copy of the proposed plat is available for public inspection.

C. Review any approval or disapproval of the Orange County Department of Health regarding sewage disposal in the subdivision.

D. Approve, conditionally approve or disapprove the preliminary plat.

E. Communicate in writing the terms of conditional approval or the reasons for disapproval to the subdivider.

F. Communicate in writing the character and extent of the required public improvements for which waivers have been requested and which, in their opinion, may be waived without jeopardy to the public health and general welfare.

G. If conditionally approved, so endorse, together with the conditions, on the appropriate place on both the original and the photographic Mylar or equal stable material and return only the photographic Mylar to the subdivider. One print each of the approved plat may be submitted to the City Engineer, City Clerk and the City Assessor.

§ 266-24. Automatic approval.

If no action is taken by the City Planning Board within 45\_62 days from the date of its submission, such preliminary plat will stand automatically approved, and the City Clerk, upon demand, shall issue a certificate to this effect.

## SECTION 6. ARTICLE VI, Public Improvements

§ 266-29. Specifications. EN

A. ~~Permanent monuments.~~

~~(1) Concrete monuments three feet six inches in length dressed to six inches square at the top with a three eighths inch drillhole in the center and not less than six inches square at the bottom shall be set to finish grade as shown on plats.~~

~~(2) No permanent monuments shall be installed until all construction which could destroy or disturb the monuments is completed.~~

~~B. Street grading, foundation, pavement, curbs and sidewalks. All items under this subsection shall conform to the applicable requirements of the State of New York Public Works Specifications of January 2, 1962, and all amendments to date, except as modified below:~~

~~(1) Street grading:~~

~~(a) The entire area of each street within the street right-of-way shall be cleared of all stumps, brush, roots, rocks or boulders and unsuitable material.~~

~~(b) Within each street, the full length and width of the roadway, including any required shoulders, shall be excavated to a depth of at least 18 1/2 inches below the finished surface or filled, as necessary, to a subgrade parallel to the finished grade herein specified.~~

~~(2) Street foundations. If the soil is soft or yielding or contains rocks or boulders, clay, sand pockets, peat or other material detrimental to the subgrade, such material shall be removed to such additional depth as required by the City Engineer and replaced with well compacted selected granular fill material approved by him. Where fills are very deep, the material shall be placed in layers of approximately one foot compacted to ninety five percent density.~~

~~(3) Street pavement shall be in accordance with typical section approved by the City Engineer on February 11, 1969. (See Figure 2.EN)~~

~~(a) Streets shall be constructed for the full length and width. The center line of such roadways shall coincide with the center line of the street rights of way.~~

~~(b) Street pavement for collector streets or streets in medium traffic areas shall consist of 12 inches of selected granular fill or prepared and graded subgrade, eight inch base course of bank run gravel treated with MCO asphalt at a rate of 0.2 gallon per square yard, three inch bottom course of asphalt concrete Type 1A, one and one half inch binder course asphalt concrete Type 1A and one inch binder course asphalt concrete Type 1A, all in conformance with New York State Public Works Specifications.~~

~~(c) Street pavement for minor streets or streets in residential subdivisions or in light traffic areas shall consist of 12 inches of selected granular fill or prepared and graded subgrade, six inch base course of bank run gravel treated with MCO asphalt at a rate of 0.2 gallon per square yard, three inch bottom course of asphalt concrete Type 1A, and one and one fourth inch top course asphalt concrete Type 1A, all in conformance with New York State Public Works Specifications.~~

~~(4) Street curbs and sidewalks shall be in accordance with the typical section approved by the City Engineer on February 11, 1969. (See Figure 2.)~~

~~(a) All curbs shall be of concrete and in conformance with New York State Public Works Specifications. Curbs shall be founded at least 14 inches below gutter grade and set on six inches of selected granular fill.~~

~~(b) All sidewalks shall be of concrete eight inches thick with steel fabric reinforcement in conformance with New York State Public Works Specifications and set on eight inches of well compacted selected granular fill.~~

Specifications for monuments, street grading and construction, curbs and sidewalks, street lights, trees, and other improvements on public or private streets shall be acceptable to the City Engineer and conform to standards available in his/her office.

SECTION 7. ARTICLE VII, Final Plat Requirements

§ 266-31. Form and content.

The final plat shall be prepared by a professional engineer and land surveyor and shall be drawn clearly and legibly with waterproof ink at a horizontal scale of one inch equals 50 feet and vertical scale of one inch equals five feet and shall show:

L. Every final plat submitted to the City Planning Board for its approval shall carry the following endorsement:

Approved by resolution of the Planning Board of the City of Newburgh, New York, on the ..... day of ....., 19 20 ....., subject to all requirements and conditions of said resolution. Any change, erasure, modification or revision of this plat, as approved, shall void this approval. Signed this ..... day of ....., 19 20 ..... by

.....  
Chairman

.....  
City Engineer

§ 266-33. Planning Board procedure.

A. Within 45 62 days from the date of submission of the subdivision plat, the Planning Board shall approve, conditionally approve or disapprove such plat. Final approval cannot be given until the subdivider has complied with the requirements of this chapter. If such approval is given, the City Planning Board shall so endorse on the appropriate place on both the original and on the photographic Mylar or equally stable material and return only the photographic Mylar to the subdivider. One print each of the approved plat may be submitted by the City Planning Board to the City Engineer, City Assessor and City Clerk.

SECTION 8. ARTICLE VIII, Miscellaneous Provisions

§ 266-34. Variances.

If the record owner or the subdivider can clearly demonstrate that, because of peculiar conditions pertaining to his land, the literal enforcement of one or more of these regulations is impracticable or will exact undue hardship, the City Planning Board and ~~City Council~~ may permit such ~~variance or variances~~ waiver as may be reasonable and within the general purpose and intent of the rules, regulations and standards established by this chapter.

SECTION 9. THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

| ~~Strikethrough~~ denotes deletions  
Underlining denotes additions

ORDINANCE NO.: 16 - 2010

OF

SEPTEMBER 20, 2010

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:

SECTION 2. § 266 Subdivision of Lands

§ 266-19 Open Spaces

Parks, Open Space and Minor Subdivisions \$.10 cents per square foot of Subdivided area.

§ 266-22 Subdivision of Lands Fees

Recreation fee in lieu of land at the Planning Board's discretion

~~500 per lot for a subdivision of four lots or fewer (minor subdivision); provided, however, that if a lot contains an existing single-family dwelling unit, such lot (and only one) shall be excluded from the calculation; \$500 per lot including the first four lots for subdivisions greater than four (major subdivision). For residential site plans, including but not limited to newly created condominiums, multiple dwellings (three and greater) and two family homes: \$1,000 for each residential unit.~~

SECTION 3. §300-51 Planning Board

Recreation fee in lieu of land at the  
Planning Board's discretion

For residential site plans, including  
but not limited to newly created  
condominiums, multiple dwellings  
(three and greater) and two-family  
homes: \$1,000 for each residential  
unit.

SECTION 4. This Ordinance shall take effect immediately.

~~Strikethrough~~ denotes deletions  
Underlining denotes additions

RESOLUTION NO.: \_\_\_\_\_ - 2010

OF

SEPTEMBER 20, 2010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") ASSUMING LEAD AGENCY STATUS WITH RESPECT TO AN AMENDMENT TO CHAPTER 266 OF THE CODE OF THE CITY OF NEWBURGH, ENTITLED "SUBDIVISION OF LAND," CLASSIFYING THE ACTION AS AN UNLISTED ACTION, ADOPTING THE SHORT FORM ENVIRONMENTAL ASSESSMENT FORM ("EAF") ATTACHED HERETO, MAKING A FINDING OF NEGATIVE SIGNIFICANT IMPACT ON THE ENVIRONMENT WITH RESPECT TO SAID ACTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME ON BEHALF OF THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh wishes to adopt an ordinance amending various sections of Chapter 266, entitled "Subdivision of Land" within the Code of the City of Newburgh; and

WHEREAS, in compliance with the New York State Environmental Conservation Law ("ECL") and the rules and regulations of the New York State Department of Environmental Conservation ("NYSDEC") (6NYCRR, Part 617) the City Council wishes to assume lead agency status with respect to such action; classify such action as an Unlisted Action and adopt the Short Form EAF attached hereto in pursuance of same;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh, New York, does hereby assume lead agency status with respect to an amendment to Chapter 266 of the Code of the City of Newburgh, entitled "Subdivision of Land;" and as lead agency does hereby classify such action as an Unlisted Action; and does hereby adopt the Short Form EAF attached hereto; make a finding of negative significant impact on the environment and does hereby authorize the City Manager to execute and submit same to all involved regulatory agencies and parties on behalf of the City of Newburgh, in compliance with the provisions and requirements of SEQRA, the Environmental Conservation Law and the rules and regulations of the New York State Department of Environmental Conservation.

## Appendix C

## State Environmental Quality Review

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10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Edward Lynch, Director of Planning and Development</u> Date: <u>September 1,2010</u> Signature: <u><i>E Lynch</i></u>	

**If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment**

OVER

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Reset

**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.  
 Yes  No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  
 Yes  No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:  
 No

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:  
 No

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:  
 No

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:  
 No

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:  
 No

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:  
 No

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:  
 No

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?  
 Yes  No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
 Yes  No If Yes, explain briefly:

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

City Council of Newburgh New York	September 1,2010
Name of Lead Agency	Date
Richard Herbeck	Acting City Manager
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	<i>E Lynch</i>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (If different from responsible officer)

Reset

**Evans, Elizabeth**

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**From:** Kurcon, Glenn A.  
**Sent:** Friday, September 10, 2010 2:24 PM  
**To:** Evans, Elizabeth  
**Subject:** Assessor Copier Memo

The proposed IKON copier lease for the Assessor's office is meant to replace the existing copier that has several features that are no longer working and cannot be repaired. Additionally, the monthly cost of the lease is \$124.73-the current lease cost is \$247.04, resulting in a savings of 122.31 per month or 1467.72 per year.

**Glenn Kurcon**  
Information Systems Manager  
City of Newburgh, NY  
[gkurcon@cityofnewburgh-ny.gov](mailto:gkurcon@cityofnewburgh-ny.gov)  
P: 845.569.7324  
F: 845.569.7367

 please consider the environment before printing this mail

RESOLUTION NO.: \_\_\_\_\_ - 2010

OF

SEPTEMBER 20, 2010

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT WITH IKON OFFICE SOLUTIONS, INC.  
FOR A RICOH MP 2000 COPIER FOR THE ASSESSOR'S OFFICE  
AT A COST OF \$124.73 PER MONTH FOR A PERIOD OF 36 MONTHS

WHEREAS, the City of Newburgh Assessor's Office is in need of updating their copier to perform their statutory duties, assigned tasks and day-to-day operations; and

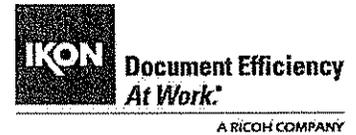
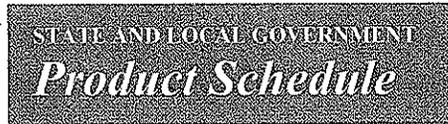
WHEREAS, a review of available equipment and systems has identified a Ricoh MP20000 Copier to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of the Ricoh MP2000 Copier is \$103.93 for the Lease and \$20.80 for the Base Service Plan for a total of \$124.73 per month for a period of 36 months; and

WHEREAS, a copy of the new contract is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such contract and has determined that it is in the best interests of the City of Newburgh to enter into such contract;

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 as annexed hereto so as to lease a Ricoh MP2000 Copier and related services from IKON Office Solutions, Inc. according to the terms therein stated.



Product Schedule Number: \_\_\_\_\_

State and Local Government Master Agreement Number: \_\_\_\_\_

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and Newburgh, City of, as Customer ("Customer" or "you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Master Agreement.

**CUSTOMER INFORMATION**

Newburgh, City of				Richard Herbek			
Customer (Bill To) 83 Broadway, 1st Floor Assessors Office				Billing Contact Name 83 Broadway, 2nd Floor			
Product Location Address Newburgh Orange NY 12550				Billing Address (if different from location address) Newburgh Orange NY 12550			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

**PRODUCT DESCRIPTION ("Product")**

Qty	Product Description: Make & Model
1	Ricoh MP2000 Copier

Qty	Product Description: Make & Model

**PAYMENT SCHEDULE**

Minimum Term <i>(months)</i>
36

Minimum Payment <i>(Without Tax)</i>
\$ 103.93

Minimum Payment Billing Frequency
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

Advance Payment
<input type="checkbox"/> 1 <sup>st</sup> Payment
<input type="checkbox"/> 1 <sup>st</sup> & Last Payment
<input type="checkbox"/> Other: _____

Guaranteed Minimum Images*°	
Black/White	Color
2000	0

Cost of Additional Images°	
Black/White	Color
.0104	0

Meter Reading/Billing Frequency
<input type="checkbox"/> Monthly
<input checked="" type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

\* Based upon Minimum Payment Billing Frequency

° Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt:  YES (Attach Exemption Certificate)      Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_  
 Addendum(s) attached:  YES (check if yes and indicate total number of pages: \_\_\_\_\_)

**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date.
- You, the undersigned Customer, have applied to us to use the above-described items ("Product") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the Terms and Conditions on the

Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**

3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: \_\_\_\_\_  
\_\_\_\_\_

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<b>CUSTOMER</b> By: <input checked="" type="checkbox"/> _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	<b>Accepted by: IKON OFFICE SOLUTIONS, INC.</b> By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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The below service commitments (collectively, the "Service Commitments") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is accepted by you and apply during IKON's normal business hours, excluding weekends and IKON recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

#### TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

#### EQUIPMENT SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00am and 5:00pm, Monday to Friday excluding public holidays. IKON will also provide the supplies required to produce images on the Equipment covered under the Image Management Plus Product Schedule (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

#### RESPONSE TIME COMMITMENT

IKON will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Product Schedule.

#### UPTIME PERFORMANCE COMMITMENT

IKON will service the Equipment to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Equipment is again Operational. You agree to make the Equipment available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

#### IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will, on a quarterly basis, present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both you and IKON. The Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may be extended for a term up to 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

#### EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment for not less than the remaining term of the existing Image Management Plus Product Schedule or Amendment, must be agreed to and signed by you and IKON. The Image Management Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule or Amendment will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your IKON Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

#### PERFORMANCE COMMITMENT

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Equipment in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at IKON's service center, or IKON will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

#### ACCOUNT MANAGEMENT

Your IKON sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and mutually convenient date and time. IKON will follow up within 8 business hours of a call or e-mail to one of our account management team members requesting a metrics review. IKON will, upon your request, be pleased to annually review your business environment and discuss ways in which we may improve efficiencies and reduce costs relating to your document management processes.

#### QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local IKON office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total on the non-performing unit will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. IKON is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Product Schedule within in a two (2) day timeframe. To ensure the most timely response please call 1-888-ASK-IKON.

#### MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of \_\_\_\_\_, 20\_\_.

CUSTOMER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IKON OFFICE SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Document Efficiency**  
*At Work.™*

A RICOH COMPANY

**Work Order - US**  
**IKON Office Solutions. INC.**

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:
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Customer must already be an IKON customer to use this form without being part of the SFP

Bill To Cust No.: **4656579** Pymt Method: \_\_\_\_\_ Ship To Customer No.: \_\_\_\_\_ PO No.: \_\_\_\_\_ PO Date: \_\_\_\_\_  
 Bill To Customer: **Newburgh, City of** Ship To Customer: **Newburgh, City of**  
 Address: **83 Broadway 2nd Floor** Address: **83 Broadway 1st Floor Assessors Office**  
 City: **Newburgh** State: **NY** Zip: **12550** City: **Newburgh** State: **NY** Zip: **12550**  
 Customer Contact: **Glenn Kurcon** Title: **IS Manager** Phone: **845.569.7324**  
 IKON Sales Rep: **Jim Riker** Phone: **845.220.5026**  
 MPS/FSM/SAM/SAC: \_\_\_\_\_ SC: \_\_\_\_\_ SC-C: \_\_\_\_\_ SA/SSA: \_\_\_\_\_

**Description of Services**

Professional Services Provided - 1st Task	Professional Services Provided - 2nd Task
Connect Svc Tech - Segment 2 (21 to 30 ppm) o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPD's on up to two (2) workstations o Printer operator training for lead operator / administrator o End user training for print drivers/PPD's for up to two (2) persons	Installation - Ricoh Basic Scan (Scan to Folder/eMail) o Design and perform solution implementation plan o Installation and configuration for 5 users o Administrator training o Key Operator training o End User training

Task	IKON Code	OMD Code	Qty	Price	Ext. Price	Notes:
1	PS-CONN2	WPWY20	1	\$0.00	\$0.00	
2	PS-INSRICBASSCAN	WPSR40	1	\$520.00	\$520.00	
3						
<b>Total Price:</b>						<b>Included</b>

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

<b>CUSTOMER</b>	<b>IKON OFFICE SOLUTIONS, INC.</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**TERMS AND CONDITIONS**

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. If Customer has engaged IKON to provide Customer tools to assist Customer in Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by IKON, including but not limited to any hard drive removal, cleansing or formatting services of any kind. Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) IKON does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless IKON and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.



RESOLUTION NO.: \_\_\_\_\_ - 2010

OF

SEPTEMBER 20, 2010

**A RESOLUTION TO ACCEPT A GIFT OF ONE HUNDRED DOLLARS  
FROM AL AND JUDITH BLANCO IN MEMORY OF JOHN SILVAGNI  
TO BE USED FOR THE RECREATION DEPARTMENT**

WHEREAS, in memory of John Silvagni, Al and Judith Blanco have offered the City of Newburgh a gift of One Hundred and 00/100 (\$100.00) Dollars to be used for the Recreation Department; and

WHEREAS, this Council finds it to be in the best interests of the City of Newburgh and the Recreation Department to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to General City Law Section 20, the City Council of the City of Newburgh, New York hereby accepts such gift of One Hundred and 00/100 (\$100.00) Dollars from Al and Judith Blanco, and directs and authorizes the City Manager to utilize said gift for a municipal or public purpose for the Recreation Department of the City of Newburgh; and

BE IT FURTHER RESOLVED, that this donation is accepted with much appreciation and thanks of the City Council, on behalf of itself and of the people of the City of Newburgh.

**PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the City Council of the City of Newburgh will hold a Public Hearing on Tuesday, October 12, 2010 at 7:00 P.M. in the third floor Council Chambers located at City Hall, 83 Broadway, Newburgh, New York, 12550 to receive public comment concerning a local law amending Chapter 126 entitled "Buildings, Nuisance" of the Code of Ordinances of the City of Newburgh (City Abatement)

**LORENE VITEK  
CITY CLERK**

**DATED:** September 8, 2010

**PUBLISH:** September 14, 2010 (The Sentinel)

September 15, 2010 (Hudson Valley Press  
& Mid-Hudson Times)

LOCAL LAW NO.: \_\_\_\_\_ - 2010

OF

OCTOBER 12, 2010

A LOCAL LAW AMENDING CHAPTER 126  
ENTITLED "BUILDINGS, NUISANCE"  
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH  
(CITY ABATEMENT)

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

SECTION 1 - Title

This Local Law shall be referred to as "A Local Law amending Chapter 126 entitled "Buildings, Nuisance" of the Code of the City of Newburgh".

SECTION 2. Chapter 126. Buildings, Nuisance.

§ 126-7. Abatement by authorized officials.

The authorized officials of the City, having properly served parties who have committed or are responsible for a nuisance, ~~shall~~ may abate such nuisance ~~at~~ after the expiration of the time limit provided in such notice under the rules of the City Charter and Code for its abatement, and for such abatement by the City the penalties and cost chargeable by the City against the owner as provided in this chapter shall be imposed and collected in the manner provided by law regulating the collection of fines, and if not so collected same may be added to and relieved as property tax against the property and enforced and collected in the same manner as provided by law for the enforcement of unpaid taxes, and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.

SECTION 3 - Effective Date

THIS LOCAL LAW SHALL TAKE EFFECT immediately upon its filing in the Office of the Secretary of State as provided by Law.

ORDINANCE NO.: \_\_\_\_\_ - 2010

OF

OCTOBER 12, 2010

**AN ORDINANCE RESCINDING THE LANGUAGE CONTAINED IN  
CHAPTER 226, ENTITLED "PERFORMANCE OF WORK BY CITY; ABATEMENT"  
OF THE CODE OF ORDINANCES AND AMENDING  
CHAPTER 226, "PERFORMANCE OF WORK BY CITY; ABATEMENT"  
IN ITS ENTIRETY**

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 226, "Performance of Work by City; Abatement", be and is hereby repealed in its entirety and that the same is hereby amended to read as follows:

**SECTION 1. Chapter 226. Performance of Work by City; Abatement.**

**§ 226-1. Notice.**

- A. In the event that any owner of any occupied or unoccupied lot, piece of land, building or structure or any part thereof within the City of Newburgh shall fail to maintain or repair the same as required by the City Code, or if such property or structure be considered a public nuisance as defined by the City Code, such owner may, in addition to or in lieu of other remedies, be served an abatement notice by certified mail, return receipt requested, sent to such owner's last known address as shown on the records of the City Assessor. A copy of such notice shall also be posted on the premises.
- B. The abatement notice shall contain a description of the premises, specify the provisions of the City Code deemed to have been violated, require the owner to correct the condition within twenty (20) days of the date of such notice, and provide that if the owner fails to do so, the City or the City's contractor may undertake or cause to be undertaken the required work, repair, or demolition and the City shall assess a lien against the property for the cost of the work, repair, or demolition together with an additional fifteen (15%) percent administrative fee for costs of inspection and other incidental costs associated with abating the condition, to be added to the total costs of the work, repair, or demolition. The notice shall also contain, pursuant to § 226-2 of this Chapter, a hearing date and location, at which time and place the owner may be heard in regard to the matter contained in the notice. If the City determines that an emergency exists, the City may undertake or cause to be undertaken such work, repair, or demolition prior to the expiration of the

specified period of time and/or prior to the hearing date, provided the notice identifies the violations as constituting such an emergency.

**§226-2. Hearing to appeal notice.**

- A. Any person affected by an abatement notice issued pursuant to § 226-1 of this Chapter shall be entitled to a hearing before the City Manager or the City Manager's designee, except in the case of an emergency. The City Manager or the City Manager's designee shall set the time and place for such hearing. The hearing shall be scheduled for at least ten (10) days but not more than fifteen (15) days from the date of the notice. At such hearing, the owner shall be given an opportunity to show cause why such notice of abatement should be modified or withdrawn.
- B. After a hearing held in accordance with subsection 226-2A of this Chapter and on consideration of the evidence presented, the City Manager or the City Manager's designee shall sustain, modify, or withdraw the notice of abatement. Such decision shall be deemed a final order and shall be served on the owner in the same manner as provided for in subsection 226-1A of this Chapter.
- C. The City Manager or the City Manager's designee shall keep a summary of testimony and copies of relevant notices or orders; entries of appearance; findings of fact, if any; and the final determination, and such record shall be maintained as a public record.
- D. If the owner does not appear at a hearing scheduled pursuant to this Section, the abatement notice shall be deemed a final order.

**§226-3. Remedies; additional notice; additional hearing; expenses and tax liens.**

- A. Should the owner fail to comply with a final order, or should the City determine an emergency exists, the City may undertake or cause to undertake the required work, repair, or demolition. The City shall keep records of the cost of such work, repair, or demolition.
- B. Should the required work, repair, or demolition be performed by the City or the City's contractor pursuant to subsection 226-3A of this Chapter, the city shall serve a billing notice on the owner, in the same manner as specified in subsection 226-1A of this Chapter, setting forth the cost of such work, repair, or demolition together with an additional fifteen (15%) percent administrative fee for costs of inspection and other incidental costs associated with abating the condition, to be added to the total costs of the work, repair, or demolition.
- C. An owner served with a billing notice pursuant to subsection 226-3B of this Chapter may request and shall be granted a hearing before the City Manager or the City Manager's designee to dispute the charges, provided that such owner shall file within

ten (10) days of the date of the notice, in the office of the City Manager, a written request for such hearing. Upon receipt of a request for a hearing the City Manager or the City Manager's designee shall set a time and a place for such hearing and shall give the applicant at least ten (10) days written notice thereof. Such hearing shall commence not later than thirty (30) days after the date on which the request was filed; however, hearings may be postponed beyond such thirty (30) day period for good cause shown. At such hearing, the owner shall be given an opportunity to show cause why such costs should be reduced or otherwise modified. The City Manager or the City Manager's designee shall make a final determination on the charges, and such decision shall be deemed a final order. If the owner does not request a hearing on the billing notice, such notice shall be deemed a final order.

- D. The cost of the work, repair, or demolition as finally determined together with an additional fifteen (15%) percent administrative fee for costs of inspection and other incidental costs associated with abating the condition, added to the total costs of the work, repair, or demolition, shall be assessed as a lien against the abated property. Notice shall be given to the Tax Collector's Office specifying the total cost of the work, repair, or demolition together with the fifteen (15%) percent administrative fee and the property affected by section, block and lot numbers as the same appear on the Official Tax Assessment Map of the City of Newburgh. From the hour of filing of said notice, the charges specified shall be a lien upon the property affected thereby. A copy of said notice shall also be served on the owner as provided for in subsection 226-1A of this Chapter. The costs specified, if not paid by or on behalf of the owner within thirty (30) days of the date of the notice, shall be added to and collected with the subsequent City tax levy, and shall bear interest and be enforced as provided by law for City taxes.

#### **§226-4. Judicial review.**

Any person or persons, jointly or severally aggrieved by any final order, may seek to have such order reviewed by the Supreme Court, Orange County, in the manner prescribed in Article 78 of the Civil Practice Law and Rules and as otherwise provided for in the laws of the State of New York.

#### **§226-5. City not liable.**

No action for damages may be maintained against the City by reason of its failure to comply with any of the provisions of this Chapter.

**SECTION 2. THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.**

ORDINANCE NO.: \_\_\_\_\_ - 2010

OF

OCTOBER 12, 2010

AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CODE OF THE CITY OF NEWBURGH WITHIN CHAPTERS 119, "BRUSH, GRASS AND WEEDS," 121, "BUILDINGS, VACANT," 122, "BUILDING CONSTRUCTION," 129, "BUILDINGS, UNSAFE," 190, "HOUSING AND PROPERTY STANDARDS," 234, "PROPERTY DAMAGE" AND 279, "TREES AND SHRUBS" (ABATEMENT BY CITY)

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapters 119, "Brush, Grass and Weeds," 121, "Buildings, Vacant," 122, "Building Construction," 129, "Buildings, Unsafe," 190, "Housing and Property Standards," 234, "Property Damage" and 279, "Trees and Shrubs" of the Code of the City of Newburgh be and the same are hereby amended to read as follows:

SECTION 1. Chapter 119. Brush, Grass and Weeds.

§ 119-5. Correction of condition by city.

If the person upon whom the notice provided for in § 119-4 is served fails, neglects or refuses to cut and remove or to kill by spraying such weeds, grass or other vegetation ~~within five days after the date of the mailing or posting of said notice, then the city, through the official designated by it for said purpose, shall cause such weeds, grass and other vegetation on such lot or land to be cut and removed or killed by spraying.~~ the City may abate such condition and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.

~~§ 119-6. Costs of removal.~~

~~The actual cost to the city of cutting and removing or killing by spraying as provided in § 119-5 plus a sum equal to 5% of such actual cost for inspection and other additional costs in connection therewith, shall be certified by the city official in charge of such cutting, removing or killing by spraying, and the amount thereof shall thereupon become and be a lien upon the property on which such weeds, grass or other vegetation were located, and the total amount thereof shall be added to and become a part of the next annual assessment roll at the time and in the manner prescribed by the Charter of the city and subject to all the provisions thereof.~~

SECTION 2. Chapter 121. Buildings, Vacant.

§ 121-3. Responsibility of owner.

C. The Office of Code Compliance shall cause such vacant building to be inspected on a biweekly basis and shall notify the owner or agent at the address filed with the Office of Code Compliance of any accumulation of trash, debris, rodent infestation, the failure to keep said building secured or other violation of law, ordinance, City or state code or regulation at the premises.

(1) The owner shall have seven days from receipt of said notice to correct such conditions.

(2) ~~If the owner fails to correct such condition, the City may enter on the property, correct said condition and assess the cost of such work against the property. abate such condition and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.~~

~~D. Assessment of any costs incurred by the City for such work performed by the City to correct violations at said property shall be carried out pursuant to Chapter 226 of the Code of Ordinances.~~

SECTION 3. Chapter 122. Buildings, Construction.

§ 122-7. Notice of violations; court action; emergencies; costs; responsibility for violations.

C. Proceedings to compel compliance. In the event that the owner, agent, operator or occupant cannot be found within the time limit set for the abatement of said violations or if such owner, agent, operator or occupant shall fail, neglect or refuse to abate such violation, the Corporation Counsel shall be advised of all facts and ~~shall~~ may institute appropriate action in the court to compel compliance. Additionally, the City may abate such condition and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.

D. Emergency cases. In cases of emergency which, in the opinion of the Code Compliance Supervisor, require immediate action to abate a direct hazard or imminent danger to the health, safety, morals or welfare of the occupants of a building or to the public, ~~he shall promptly cause such action to be taken as is necessary to remove or abate the hazard or danger.~~ the City may abate such condition and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent

administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.

#### SECTION 4. Chapter 129. Buildings, Unsafe.

##### § 129-11. Refusal to comply; procedure; expenses.

In addition to any penalty provided for in this chapter of the Code, upon the refusal or neglect of the person served with the notice for which provision is made in §§ 129-9 and 129-10 to comply with any of the requirements thereof, the Building Inspector may take down, remove, make safe or secure said buildings or structures ~~or may cause such work to be done and shall file a certificate of the expense thereof, together with a description of the property upon which the said buildings or structures are or were located, with the Director of Finance, who shall certify the same to the Council at the next regular meeting thereafter, and the expense of such taking down, removal, making safe or secure shall be paid by the owner of said property and may be collected in a proceeding pursuant to General Municipal Law, § 78-b, or by action at law or may be determined, assessed and collected in the same manner as the general city taxes as provided by law. and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent~~ administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code. In the event of demolition, the Building Inspector shall additionally follow the procedures set forth in Section 129-15 hereof.

##### § 129-12. Temporary safeguards for dangerous buildings.

In case there shall be, in the opinion of the Building Inspector, actual and immediate danger of the falling of any building or part thereof so as to endanger life or property, and such danger constitutes an emergency, the Building Inspector shall cause the necessary work to be done to render such building or part thereof temporarily safe; and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.

##### § 129-15. Procedure.

The procedure for the removal of any building or structure which endangers the health, safety or welfare of the public shall be as follows:

F. In the event that the owner, or any party of interest, fails to repair or remove, as directed in the notice, within the time indicated therein, the City of Newburgh ~~shall~~may enter upon such property and cause to be repaired or removed the building or structure thereon, pursuant to the procedures set forth in Chapter 226 of the City Code. The cost and expenses incurred by the city in connection with the repair or removal of such building or structure, including the cost of actually removing the same, shall be assessed against the land on which said building or structure is located. Said cost and expenses

may also be collected from the owner of said building or structure by special proceeding pursuant to § 78-b of the General Municipal Law.

## SECTION 5. Chapter 190. Housing and Property Standards.

### § 190-21. Abatement of hazards; ~~in~~ emergencies; expenses.

~~Whenever any violation of this chapter which, in the opinion of the head of the code enforcement agency, causes a direct hazard or immediate danger to the health, safety, morals or welfare of the occupants of a building or the public has not been corrected in the time specified by the order issued under § 190-20 of this chapter, the head of the code enforcement agency may take such direct action as is necessary to abate the hazard or danger. Expenses incurred in the execution of such orders shall be recovered as provided in Chapter 125, Buildings, Demolition of, of this Code. If, in the opinion of the head of the code enforcement agency, such violations constitute an emergency, or if the owner notified pursuant to § 190-16 fails to correct the specified violations, the City may abate such condition and assess a lien against the property for the cost of such abatement together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.~~

## SECTION 6. Chapter 234. Property Damage.

### § 234-8. Property owners' responsibilities.

C. In any case in which the City takes appropriate action to remedy, remove or paint over graffiti as provided in Subsection B hereinabove, after providing the notice as required therein, then in such case the City shall be entitled to recover from the owner or from the offender or from both, jointly and severally, reimbursements for the actual costs and expenses associated with such remedy, removal or painting over. The City may undertake any and all available actions which may be appropriate and necessary to securing such reimbursement, including but not limited to any or all of the following: negotiation with the responsible party, mediation, arbitration, legal action, and/or ~~adding the sum sought to the tax bill sent to and imposed upon the owner of real property in the City of Newburgh assessing a lien against the property for the costs of such remedy, removal, or painting over together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code. If such sum is added to the tax bill, it may thereafter be enforced in the same manner as provided by law for the enforcement of taxes.~~

## SECTION 7. Chapter 279. Trees and Shrubs.

### § 279-14. Removal of branches overhanging public areas.

Where privately owned trees encroach upon any public street, park or public area, the Superintendent of Public Works or the Building Inspector may serve, personally or by mail, upon the owner of such property, a written notice to trim the encroaching branches; ~~and, upon failure to do so within 30 days after service of such notice, the Superintendent of Public Works shall remove branches overhanging any public street, park or public area and assess the costs thereof against the property affected by the assessment, to be levied, collected and enforced in the same manner as taxes upon said property for city purposes are levied, collected and enforced.~~ If such owner fails to comply with such notice, the City may abate such condition and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.

§ 279-15. Removal of dead trees.

Where any dead tree or trees located on private property adjacent to a public street, park or public area constitute a danger or are potentially dangerous to the traveling public, the Superintendent of Public Works or Building Inspector may serve personally or by mail upon the owner of such property a written notice to remove the dead tree; ~~and, upon failure to do so within 30 days after service of said notice, the Superintendent of Public Works shall remove the same and assess the costs thereof against the property affected by such assessment, to be levied, collected or enforced in the same manner as taxes upon said property for city purposes are levied, collected and enforced.~~ If such owner fails to comply with such notice, the City may abate such condition and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.

SECTION 8. THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

| Strikethrough denotes deletions  
Underlining denotes additions