



City of Newburgh Council Work Session

6:00 pm

January 24, 2013

AGENDA

1. Review of Tentative Agenda:

- a. Approval of the minutes of the work session meeting of January 10, 2013 and the City Council meeting of January 14, 2013
- b. Notices of Claim
- c. A presentation regarding code enforcement will be made on Monday, January 24 by Professors Lind and Schilling

2. Economic and Community Development/Real Estate:

- a. Mid Broadway site update – Patrick Normoyle
- b. Habitat for Humanity of Greater Newburgh, Inc. power point
 - Overview
 - 12 Lutheran
 - (Res. 17) 68 Benkard Release of Restrictive Covenants
- c. (Res. 18) Acceptance of Strategic Code Enforcement Initiative Report
- d. 72 Hasbrouck Street
- e. (Res. 19) Amended land disposition and access agreement with the City of Newburgh Industrial Development Agency in connection with the Hudson Valley Lighting project.
- f. (Res. 20) License agreement with Licht and Kaplan, Inc. to provide access to City-owned property along Water Street for the purpose of performing redevelopment activities.
- g. Staff recommendation for property management services

3. Grants/Contracts:

- a. Selection of Police Department Consultant
- b. (Res. 21) Agreement with the Downing Park Planning Committee
- c. (Res. 22) Amendment to the contracts with Malcolm Pirnie-Arcadis and Hudson Valley Electric and C&M, Inc. with regard to the placement of the back up generator system at the WWTP.
- d. (Res. 23) Authorization to apply for and accept if awarded, a Fire Prevention and Safety grant from the Department of Homeland Security and FEMA in an amount not to exceed \$620,000.00. Such grant requires a 10% match which can be derived through in-kind services.

4. Finance Department:

a. Cash Report for December

b. (Res. 24) Bond Resolution – Capital Projects

<u>Project Description (object or purpose)</u>	<u>Amount of Bonds Authorized</u>
Acquisition and installation of a new electric generator for 83 Broadway building	\$ 50,000.00
Acquisition of equipment, computer software and hardware for the IT, Fire, and Police departments	\$ 909,177.60
Partial reconstruction of various City buildings	\$ 340,000.00
Acquisition and installation of replacement parking meters	\$ 120,000.00
Paving of Dubois Street from Third Street to Broadway	\$ 350,000.00
Acquisition of new pumper truck for Fire department	\$ 400,000.00
Acquisition of new vehicles for Fire, Police and DPW departments	\$ 384,000.00
Acquisition of new sanitation truck	\$ 220,000.00
Wastewater treatment plant improvements	\$ 236,500.00
Totals:	\$ 3,009,677.60

5. Executive Session:

City of Newburgh, Newburgh New York
Work Session of the City Council

Thursday, January 10, 2013

Members Present: Mayor Judy Kennedy
Councilwoman Regina Angelo
Councilman Curlie Dillard
Councilwoman Gay

Members Absent: Councilman Cedric Brown

Also Present: Richard F. Herbek, City Manager
Michelle Kelson, Corporation Counsel

Call to Order: The meeting was called to order by City Manager Richard F. Herbek at 6:00 pm.

Executive Session: At 8:30 p.m. a motion was made by Mayor Kennedy and seconded by Councilwoman Lee to enter into executive session regarding matters of collective negotiation.

YES: 4

NO: 0

CARRIED

Adjournment: Upon consensus, the Council adjourned at 9:00 p.m.



CITY OF NEWBURGH

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

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

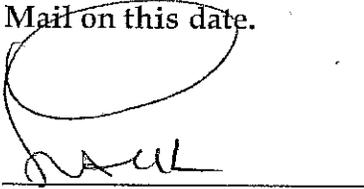
TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

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

DATE: January 16, 2013

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



Attachment

Cc City Manager ✓
Mayor & Council

NOTICE OF CLAIM

In the Matter of the Claim of

BALMORES ORTIZ, Individually,

-against-

THE CITY OF NEWBURGH



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

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

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

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

CLAIMANT:

Balmores Ortiz
1590 Smith Street
Newburgh, NY 12550

CLAIMANT'S ATTORNEYS:

SOBO & SOBO, L.L.P.
One Dolson Avenue
Middletown, NY 10940

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

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

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

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

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

Dated: January , 2013

SOBO & SOBO, L.L.P.

BY: 
MICHAEL D. WOLFF, ESQ.

Attorneys for Claimant
One Dolson Avenue
Middletown, NY 10940
(845) 343-7626



CITY OF NEWBURGH

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

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MEMORANDUM

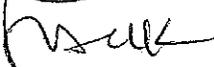
TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

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

DATE: January 10, 2013

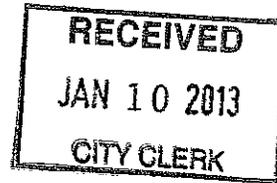
Please find attached Notice of Claim which was received via Certified Mail on this date.



Attachment

Cc City Manager ✓
Mayor & Council

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE



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

-against-

NOTICE OF CLAIM

CITY OF NEWBURGH.
-----X

TO: The City of Newburgh

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

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

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

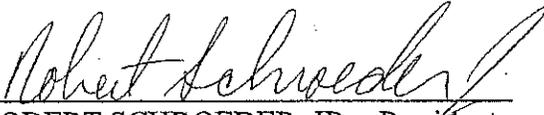
SRS's claims include, but are not limited to: breach of contract, negligent misrepresentation, negligence, and fraud.

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

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

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

Dated: Newburgh, New York
January 9, 2013


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

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

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



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

Mill Street Partners, LLC

853 Broadway
Suite 800
New York NY 10003
212 253 7820 t 212 253 1276 f

January 18, 2013

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

Re: Mid-Broadway Redevelopment Project Update

Dear Mr. Herbek,

As a follow-up to our meeting on Friday January 4th, enclosed herein please find an update on the progress we have made on the Mid Broadway redevelopment project since the execution of the Development Agreement at the end of October.

Advancement of Design Plans

The Development Agreement describes two potential development scenarios:

- A one-phase option consisting of 103 residential rental apartment units together with a ground floor supermarket and/or other retail space;
- A two-phase option with the Phase 1 project consisting of sixty-seven (67) residential rental apartment units together with a ground floor supermarket and/or other retail space and the Phase 2 project consisting of thirteen (13) two-family attached residential townhomes.

In either case, total residential development was not to exceed 105 residential units and the Development was to provide, at a minimum, one parking space per residential unit.

Based on the sentiments conveyed by the City Council (in particular, concerns about parking) and feedback from our financing sources, we have refined the program to feature ninety-one (91) residential units along with 12,400SF of commercial space for the supermarket. The unit mix is shown below. In addition, the revised site plan, floor plans, and other architectural drawings are enclosed for your review. We will bring a complete set with us to the January 24th work session.

Unit Type	No. of Units
One bedroom	34
Two bedroom	47
Three bedroom	6
Three bedroom - Duplex	4
TOTAL	91

In order to maximize the amount of parking for the development, we utilized tandem parking spaces to serve all two and three bedroom apartments. There are fifty-seven (57) tandem spaces (for a total of 114 parking spaces) designed to serve the fifty-seven (57) two and three bedroom apartments. In addition, we provide thirty-four (34) individual spaces for the thirty-four (34) one bedroom units. Additionally, we have four (4) handicap spaces reserved for the residential development. In total, the proposed development plan provides 152 spaces for the ninety-one (91) residential units, or a ratio of 1.67 parking spaces per unit.

In addition to the residential parking spaces, we have set aside an additional fourteen (14) spaces on-site for the supermarket. Coupled with the twenty-six (26) spaces in the Lander Street parking lot and the approximately twenty (20) spaces along Broadway, we are certain that this will be more than ample parking needed to serve the supermarket. As noted during our prior meetings with the City Council, the supermarket operators we have been in discussions with believe that the majority of their patrons will be walking from the area rather than driving.

Completion of Preliminary Market Study

As noted during the October 22nd City Council meeting, Mill Street Partners (MSP) had commissioned GAR Associates, Inc. to complete a preliminary analysis of the Newburgh market including an evaluation of our proposed rent structure, unit mix, and other variables in order to determine the viability of the proposed development. GAR is on the State's list of recommended market research firms. MSP retained GAR in advance of approval of the development agreement since the market and rent structure would be critical factors in determining whether and at what rent level could a project at the Mid Broadway location work.

GAR concluded that the proposed project would represent "one of the more favorable development options for affordable housing in the area." Nonetheless, the report did describe the area as a "fringe" area with income levels below city averages and poverty rates above regional averages. Based on this and other factors, GAR recommended **reduced** rents (vs. what we included in our original projections) for the units targeting individuals and families at the 60% Area Median Income (AMI) level. Based on these findings, we adjusted our proposed development plan accordingly. I have enclosed an excerpt of the study (the first 24 pages of the report) which contains its key findings. I will also transmit a copy of the full report with all supporting data and supplemental information (63 pages total).

Residential Financing through the New York State Housing Finance Agency

After completion of the GAR report, we submitted the market report, the revised development program, and the proposed development costs to the New York State Housing Finance Agency (HFA) for their review. HFA is one of the leading financing agencies in the State for affordable and other housing. HFA has the authority to allocate Federal as well as State Low Income Housing Credits. HFA's credits are known as "4%" tax credits and are similar to 9% tax credits. 9% credits yield significantly greater equity for projects and, consequently, are very competitive to secure. 4% credits are more readily available but require projects to achieve certain economies of scale in order to make them work. Typically, this means that only larger projects or projects in high income areas (which can support high rents) utilize 4% tax credits.

We met with representatives of HFA on January 3rd. Based on their review of the project fundamentals, they completed their own underwriting and indicated that **they were interested and willing to provide nearly all of the financing needed for the residential component of the project.** The residential component alone totals approximately \$22.0 million—roughly 92% of the total development costs of the project. That being said, HFA has finite resources and encouraged us to attempt to secure other funding, such as from Orange County and other subsidy sources. We had indicated that we expected to receive \$50,000 in funding from the City. As we have noted before, local financial support is an important factor funding agencies consider when allocating their own funding. We also informed HFA of the status of the proposed amendments to the zoning as well as our expectations for securing all local municipal approvals. Based on this, we discussed a Fall 2013 closing on all project financing.

Commercial Development

As with most development in the downtown, project costs far exceed the market potential of new developments in the absence of subsidies. This is the case for the development of a downtown supermarket as well. Nonetheless, with the commitment from HFA to finance nearly all of the residential project costs, the Mid Broadway project is now in a much better position to lobby for and secure the additional subsidies that will be needed to make the supermarket work. We have already contacted Empire State Development and expect to meet with them presently. We will keep the City informed of the progress we make on this component as well.

Mid Broadway Development Timeline

Below is an aggressive but achievable timeframe that shows construction commencing on Monday September 30th.

Date	Item
Mar 2013	✓ City Council adopts Neg Dec and Zoning Amendment
Jun 2013	✓ City Council and/or Planning Board grant site plan approval
Jun 2013	✓ MSP secures funding commitment from HFA
Jul to Aug 2013	✓ MSP completes construction drawings ✓ MSP secures building and other permits required for construction of project
Sept 2013	✓ MSP closes on all funding sources ✓ Construction commences
Oct 2013 to Dec 2014	✓ Construction period (approx. 15 months)
Jan 2015	✓ Occupancy by residential tenants and supermarket tenant

* * * * *

We are pleased with how rapidly we have been able to advance this project to date. However, much work remains to be done and we are eager to do it in partnership with the City. We look forward to discussing this with you at next Thursday's work session. Thank you.

Sincerely,

Sent as an email attachment w/o signature

Patrick Normoyle
Mill Street Partners, LLC
Manager

cc: Mayor Judy Kennedy
Council Member Regina M. Angelo
Council Member Cedric Brown
Council Member Curlie Dillard
Council Member Gay Lee
Corporation Counsel Michelle Kelson

RESOLUTION NO.: 17-2013

OF

JANUARY 28, 2013

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5, 6 and 7 of the aforementioned deed.

Memorandum

To: Judy Kennedy, Mayor
Regina Angelo, Council Member
Cedric Brown, Council Member
Curlie Dillard, Council Member
Gay Lee, Council Member
Richard Herbek, City Manager

From: Michael J. Vatter, Fire Chief/Code Enforcement Director

CC: Michelle Kelson, Corporation Counsel
Tiffany Reis, Assistant Corporation Counsel
Jessica Bacher, Pace Land Use Law Center (LULC)
Sue Sullivan, Greater Newburgh Partnership
Jerry Maldonado, Ford Foundation

Date: January 18, 2013

Re: Code Enforcement Assessment Report prepared for the City of Newburgh by Professors Joseph Schilling and Kermit Lind

The following memo outlines a preliminary action plan for city officials and its collaborators to consider as they develop a strategic code enforcement initiative for Newburgh, New York. This assessment report is the work of consultants, Professors Joe Schilling and Kermit Lind. Both are attorneys who have been engaged in decades of legal action as code enforcers, community developers, scholars and teachers of law and public policy. Both have been consultants to communities and have lived in communities with code enforcement challenges and each has produced a body of published work in their field of expertise. Through the Pace Land Use Law Center (LULC), with support from the Ford Foundation and the Greater Newburgh Partnership, Schilling and Lind spent three days in Newburgh this past summer and have had numerous follow-up conversations with different stakeholders involved with neighborhood revitalization and community development within the city and the region. They were commissioned to assess the current code enforcement system in Newburgh as part of a broader effort to help build the capacity of people committed to bringing back a better city.

RESOLUTION NO.: _____ - 2013

OF

JANUARY 28, 2013

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

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

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

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

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

A Strategic Code Enforcement Initiative for Newburgh, New York

I. SUMMARY

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

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

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

II. BACKGROUND AND OVERVIEW

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

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

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

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

In summarizing the report's more detailed observations:

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

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

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

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

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

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

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

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

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

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

APPENDIX—WORK PLAN WORK SHEETS

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

1. Priority Recommendation One—Coordinating Working Group

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO.: 19 -2013

OF

JANUARY 28, 2013

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

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

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

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

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

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

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

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

LAND DISPOSITION AND ACCESS AGREEMENT

BETWEEN

CITY OF NEWBURGH,

AND

CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (h) The purchase price for the portion of the City Property shall be the granting of a drainage easement by the IDA to the City over the sale and conveyance of the portion of the IDA property identified as Zone 1 in Exhibit "A" in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law. ~~Insurable title to the IDA Property shall be conveyed by the IDA to the City at or prior to closing subject only to such exceptions to title as the City may approve, which approval will not be unreasonably withheld.~~
- (i) The City will not accept additional hazardous wastes on the City Property from neighboring properties, and further represents that the City will take all reasonable and necessary action to prevent the City Property from accepting any and all hazardous waste found on parcels adjacent to the City Property, known as the Dupont-Stauffer Superfund site and further represents that it will not request to re-open any records of decision in connection with the United States Environmental Protection Agency Administrative Settlement Agreement and Order on Consent for a Removal Action among E.I. DuPont de Nemours & Company, Bayer CropScience, Inc. (Successor-in-Interest to Stauffer Chemical Company) and EPA, Index Number CERCLA-02-2010-200X, effective October 4, 2010.
- (j) The City shall not be responsible for the costs of the Pre-development Activities authorized under this Agreement.

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

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

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

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

Type of Coverage

Limits of Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Entire Agreement:** This Agreement reflects the entire agreement among the Parties as to the same subject matter, and, except as otherwise provided in this Agreement, all prior agreements, understandings and commitments are merged with and into and superseded by this Agreement. This Agreement can be amended, including, but not limited to, an expansion of the Agreement Areas for the performance of the Parties' -DuPont's/BCSI's Obligations, restated or supplemented only by a written agreement signed by all Parties. This Agreement may be executed in counterparts, all of which together shall be the original Agreement.
14. **Non-Assignment:** The rights, liabilities and obligations under this Agreement shall not be transferred or assigned by any Party unless each Party shall give prior written consent for such transfer or assignment, except that the IDA may assign some of its rights, liabilities and obligations under this Agreement to Hudson Valley Lighting Inc. or an entity formed by and wholly owned by Hudson Valley Lighting Inc. for the purpose of entry of the IDA Property into the DEC Brownfield Cleanup Program. The City agrees that such assignment shall be without recourse to the IDA for those obligations so assigned; the Assignee shall be responsible for all such assigned obligations of the IDA and the City will release the IDA from such obligations. Consent shall not be unreasonably delayed or withheld.
15. **Headings:** The headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have signed

this Agreement below.

Dated: _____

THE CITY OF NEWBURGH, NEW YORK

By: _____

Its:

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 201__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

Dated: _____

CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Its:

STATE OF _____)

) ss:

COUNTY OF _____)

On the _____ day of _____, in the year 201_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

Dated: _____

RESOLUTION NO.: 20 - 2013

OF

JANUARY 28, 2013

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

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

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

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

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

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

LICENSE AGREEMENT

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

WITNESSETH THAT:

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

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

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

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 35-37 Broad Street, 207 Water Street rear, 207 Water Street, 209 Water Street and 215 Water Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary for the purposes of inspecting the property which inspections may include, but are not limited to, conducting surveys, physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, and such other tests and evaluations as are reasonably required for an evaluation of the property and the prosecution of any applications for governmental approvals.

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

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

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

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

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

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

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By:

Richard F. Herbek, City Manager

LICHT AND KAPLAN, INC.

LICENSEE

By:



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

TEL: (845) 569-9400

FAX: (845) 569-9700

January 17, 2013

To: Richard F. Herbek, City Manager

From: Courtney Kain, Director Community Development

Cc: Ian MacDougall, Acting Director Planning & Development
Michelle Kelson, Corporation Counsel
Michael Vatter, Fire Chief

Re: Property management proposals

The City of Newburgh has received four proposals for property management from Mesh Property Management, First Service Residential Realty, Sierra Property Management, Associa River Management.

Below is a chart of comparative costs. Staff recommends utilizing Mesh Realty for this service. Mesh provided a proposal that was consistent with the needs of the City, have a firm understanding of the local rental market and have proven successes. The fee system was most economical and did not include additional fees for services. The additional proposals, while all professional, were less cost effective and unable to illustrate a competitive familiarity or local success rate managing the Newburgh rental market.

Company	Management Fee	Maintenance Cost	Other fees/ comments
First Service Residential Realty	10% or min. \$200 per property	Not included	\$150 - \$150 for rental rate opinion \$350 for evictions. Other various charges
Mesh	5% of collected monthly rents	First right to repair given to City of Newburgh. \$35 per hour 1 st year \$36 per hour 2 nd year \$36 per hour 3 rd year	HUD certified/ none
Sierra Property Management	7.5 – 10%	24/7 on call. Monthly property inspections	\$25per building fee for additional inspections
Associa River Management	8% Monthly of amounts due. \$2,500 minimum for 25 or more properties	Will contract for service at owners expense	10% charge for capital projects Additional legal fees

Memorandum

To: City Council

From: Richard Herbek

Re: Police Consultant proposals

Date: January 18, 2013

With regard to the evaluation of Proposals received for the Police Consultant Study we asked both Pace University and also Orange County Community College to review the proposals we received and to give us their recommendation. Both Pace and OCCC believe that the most substantial and cost effective proposal is that of the Matrix Consulting Group in the amount of \$42,000. Their offices are in Waltham, Massachusetts with subsidiary offices in other states.

I am attaching for your consideration the proposal from Matrix. We will need to discuss how to fund the study as there are no funds budgeted for this in the 2013 Budget.

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

COPY

matrix 
consulting group

LETTER OF TRANSMITTAL

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

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

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

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

Richard P. Brady
President



Matrix Consulting Group

1. THE FIRM AND PROJECT TEAM

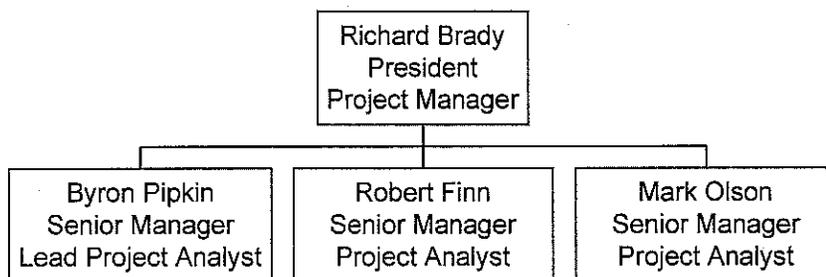
Our senior consultants have between 20 and 35 years of analytical and law enforcement management experience working together as a team in this and in prior companies.

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

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

2. ORGANIZATION OF THE PROJECT TEAM

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



3. EXPERIENCE OF THE PROJECT TEAM

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

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

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

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

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

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

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

Other members of the project team include:

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

RICHARD P. BRADY
President, Matrix Consulting Group
Project Manager

BACKGROUND

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

PROJECT EXPERIENCE

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

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

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

2. SAMPLE PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

3. PROJECT BACKGROUND

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

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

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

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

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

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

4. PROJECT WORK PLAN, SCHEDULE AND COST

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

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

(2) Interactive Study Process

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

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

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

2. PROPOSED WORK APPROACH AND PROJECT PLAN.

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

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

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

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

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

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

- Existing culture and attitudes within the police department.

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

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

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

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

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

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

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

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

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

Task 4 General Data Collection.

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

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

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

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

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

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

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

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

3. PROJECT SCHEDULE

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

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

Key: Δ = Project Steering Committee Meeting

4. PROJECT COST

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

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

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

PARC

**POLICE
ASSESSMENT
RESOURCE CENTER**

4954 Cromwell Ave.
Los Angeles, CA 90027

T (213) 623-5757
F (213) 623-5959
www.parc.info

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

RE: PARC proposal for Police Consultant Study

Dear Ms. Gross

Please kindly accept our proposal to complete the City of Newburgh's Police Consultant Study. Below you will find an explanation of why the Police Assessment Resource Center (PARC) is uniquely qualified to successfully complete this study of the city's police department. Also included are our billing rates, references, and resumes of PARC staff. Please contact us if you have any questions, or would like to request any additional documents for consideration of this project.

Thank you for your consideration of PARC for this project. We hope that we will have the chance to work with city of Newburgh for this important work.

Best Wishes,



Merrick Bobb

Culture and Community Relations

PARC is often sought out for a leading role in restoring community trust and credibility in the wake of controversial law enforcement incidents. The University of California, Los Angeles turned to PARC to conduct an independent investigation of a controversial use of force by the UCLA Campus Police against a Middle Eastern student in the University's main library. Likewise, the Los Angeles Unified School District selected PARC to conduct an independent investigation of a School Police use of force on a student during disturbances on a high school campus. Chief William Bratton of the LAPD personally selected PARC's Executive Director to serve on an unprecedented inquiry into SWAT operations of the LAPD in the wake of a controversial shooting by SWAT of a 19-month-old hostage.

Internal/External Reviews and Controls

PARC has also spearheaded development of national guidelines and standards in police oversight, and internal review of law enforcement personnel. The Bureau of Justice Assistance (BJA) made a major grant to PARC to formulate proposed national guidelines for monitors of law enforcement agencies. PARC was also the recipient of a substantial sub-grant from the COPS Office of the US Department of Justice (DOJ) to the LAPD to develop proposed national standards for Internal Affairs Bureaus. Each of those documents was developed over a series of meetings and working groups consisting of representatives of stakeholders and leaders in the field.

Training/Equipment/Facilities

PARC has been retained by many agencies over its existence to evaluate the quality of numerous law enforcement agencies' resources and training practices. While working with the Portland City Auditor, PARC conducted a review of 32 shooting cases over the period of 1997 to 2000. Training was a key focus of our investigations as we analyzed the quality of written materials, field tactic instructions, and the resources that informed officer's actions while on duty. A similar analysis was completed for the King County Sheriff's Office. Our recommendations for the King County Sheriff's Office focused on the policies and practices regarding use of force incidents and officer-involved shootings. All recommendations made to the King County Sheriff's Office were accepted and are currently being implemented as a part of procedure at the time that this proposal was written.

Overtime Scheduling

PARC has experience in investigating adherence to department policies including Human Resource regulations and payroll rules. Evaluating the Newburgh Police Department's overtime scheduling is well within our organization's capabilities.

Figueroa Plaza
201 N. Figueroa Street, Suite 610
Los Angeles, CA 90012
(213) 482-6833

Submitted by:
November 14, 2012

PARC provides nonpartisan, independent, and evidence-based counsel, advice, and research to law enforcement agencies, cities and counties, mayors, city councils, and community groups. Based in Los Angeles, PARC serves as a provider of information accessible to all who may be interested in best police practices throughout the United States.

The Bureau of Justice Assistance (BJA) made a major grant to PARC to formulate proposed national guidelines for monitors of law enforcement agencies. PARC was the recipient of a substantial sub-grant from the COPS Office of the US Department of Justice (DOJ) to the LAPD to develop proposed national standards for Internal Affairs Bureaus.

PARC can also reasonably expect to be sought out for a leading role in restoring community trust and credibility in the wake of controversial incidents. The University of California, Los Angeles turned to PARC to conduct an independent investigation of a controversial use of force by the UCLA Campus Police against a Middle Eastern student in the University's main library. Likewise, the Los Angeles Unified School District selected PARC to conduct an independent investigation of a School Police use of force on a student during disturbances on a high school campus. Chief William Bratton of the LAPD personally selected PARC's Executive Director to serve on an unprecedented inquiry into SWAT operations of the LAPD in the wake of a controversial shooting by SWAT of a 19-month-old hostage.

PARC speaks authoritatively and with great credibility to a wide spectrum of persons interested in law enforcement, from its strongest critics to its ardent supporters. There is no other national voice providing a neutral, thoughtful perspective, and consistent and prolific commentary, on law enforcement while maintaining independence from any interest group or cause.

Past Employment

Law Clerk to Judge Irving Hill, United States District Court for the Central District of California, 1971-73.

Law Practice: O'Melveny & Myers, 1973-79; Tuttle & Taylor, 1980-96; Private practice of law 1996-2001

Merrick Bobb's legal practice specialized in complex litigation and investigation for public agencies, government, and corporate clients. He has conducted detailed investigations for corporate boards of directors and other fiduciaries of possible liability of officers and directors and possible antitrust liability. He has conducted investigations for federal agencies, including the United States Department of Justice, the FSLIC, and the FDIC, and other governmental agencies and commissions. For the last 14 years, he has concentrated on detailed investigations of police agencies.

Education

Dartmouth College (B.A. 1968, cum laude)

Professional Associations and Community Activities

International Association of Chiefs of Police (IACP), 2002-

Police Executive Research Forum (PERF), subscribing member, 1999-

Los Angeles County Bar Association: Board of Trustees, 1993-95. Pro Bono Council, 1988-96, Co-Chair, 1992-93, Chair, 1994-96; Legal Services for the Poor Committee, 1990-96, and Co-Chair, 1990-91; Access to Justice Committee, 1996-2001.

Central District Lawyer Representative to the United States Ninth Circuit Judicial Conference, 1994-99.

Ketchum Downtown YMCA: Board of Directors, 1992-2000.

Legal Aid Foundation of Los Angeles: Board of Directors, 1983-91; and Chair of the Board, 1989-90.
Board of Governors, 2000- 2003

- Solved individual institutions' problems with various states' distance education authorization policies

City of Seattle, Department of Planning and Development (1/11 – 6/11) – Seattle, WA

Student Consultant

- Evaluated an outcome-based regulatory model for building energy codes promoting energy efficiency
- Collaborated with energy efficiency experts and the National Trust for Historic Preservation to craft a new framework
- Developed a 50-page project report of an outcome-based model with case study analysis
- Assessed other outcome-based frameworks as bases of comparison

Economic Opportunity Institute (6/10 – 12/10) – Seattle, WA

Policy Research Intern

- Researched state ballot initiatives, created factsheets of ballot initiatives with fiscal, economic, and social impact analyses, conducted opposition research, built presentations on economic and fiscal policy issues
- Researched the 50-page *State of Working Washington 2010* (published March 2011) report, created graphs for the report, analyzed trends of the state economy

Alliance of Nonprofits (4/10 – 7/10) – Seattle, WA

Policy Analyst

- Developed and analyzed public policies impacting the nonprofit sector, researched relevant legislation, evaluated economic trends and fiscal policies, organized constituency groups to achieve advocacy goals, prepared speeches, and wrote issue papers to more effectively advocate for the sector
- Organized and set the policy agenda for the 2010 Nonprofit Congressional Briefing, a collaborative engagement of 30 nonprofit leaders and 5 congressional representatives and their staff members

John L. Gile & Associates (2/09 – 8/09) – Los Angeles, CA

Executive Assistant

- Managed nonprofit organization accounts, planned fundraising events for 6 nonprofit organizations, wrote grants and prepared grant applications for successful proposals of up to \$500,000, researched foundations and nonprofit organizations, drafted letters, coordinated major donor events
- Helped raise over \$1 million for several nonprofit organizations
- Organized 35 volunteers for the 2009 Los Angeles Equality Awards

Christopher Moulton

5421 Lexington Ave. #8, Los Angeles CA, 90029 • (213) 321-2529 • cjmoulton@gmail.com

Headline

MPP with strong statistical abilities, and programmatic experience in nonprofits

Highlights

- Several years of programmatic experience in the non-profit sector
- Expertise in economics, statistics, data collection, survey design, political dynamics, and website maintenance
- Professional level analytical abilities in the public sector

Education

University of California at Los Angeles, 2009-2011

-Master's in Public Policy, graduated 2011

University of California at Berkeley, 2003-2005

-B.A. in both Political Science and Philosophy, graduated 2005

Professional Experience

5/2012-
Present

Police Assessment Resource Center, Los Angeles, CA
Research Associate

Collect and analyze data on various police and sheriff departments and make recommendations based on the conclusions of the analyses. I also maintain our website and provide support for all office operations.

9/2011-
5/2012

BOTEC Analysis Corporation, Los Angeles, CA
Bookkeeper/Analyst, Part-time

Tracking all payable hours for contract workers, and completing various administrative tasks as needed. Contributing to policy analysis efforts, assisting in budgeting, and editing papers.

6/2010-
10/2010

Data Center, Los Angeles, CA
Intern

Created a literature review, collected data, and conducted interviews on labor issues in food-related industries in the United States. Analyzed the policy implications of all findings. This research required the application of concepts learned in graduate school.

8/2007-
8/2009

Legal Aid Association of California, San Francisco, CA
Program Associate

Managed several projects simultaneously involving statewide awards programs, databases, surveys, and website maintenance. Provided training, advocacy, and information support to over 80 legal service non-profits in California.

10/2006-
7/2007

Legal Community Against Violence, San Francisco, CA
Office Manager

Oversaw all office functions and provided administrative support for entire non-profit organization. Updated office equipment, ordered supplies for staff, and directed all incoming office calls.

8/2005-
3/2006

Adams Nye Siuunu Bruni Becht LLP, San Francisco, CA
Office Assistant

Supported all lawyers, secretaries, and accounting staff with faxing, filing, photocopying, and phone reception. Inventoried office equipment, and organized essential documents.

Other Skills

- Knowledge of advanced statistical software, STATA
- Experience with Sage Fundraising software
- Teaching experience at the grade school and collegiate level

RESOLUTION NO.: 21 - 2013

OF

JANUARY 28, 2013

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AMENDED AGREEMENT WITH
THE DOWNING PARK PLANNING COMMITTEE, INC.**

WHEREAS, the City Council, by Resolution No. 87 - 2007 of May 14, 2007 renewed an agreement with the Downing Park Planning Committee, Inc. for the performance of certain services in connection with the protection, maintenance, use and enjoyment of Downing Park; and

WHEREAS, the Downing Park Planning Committee (DPPC) is composed of dedicated and caring volunteers and has requested a modification to the agreement between the City and the DPPC; and

WHEREAS, the parties wish to execute the annexed Agreement, as amended, as being in the best interests of the parties and of the people of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the annexed Agreement, as amended, annexed hereto and made part hereof with other provisions as Corporation Counsel may require, with the Downing Park Planning Committee, Inc. for the performance of certain services in connection with Downing Park.

City of Newburgh with Downing Park Planning Committee
AGREEMENT

Made this _____ day of _____, 2007~~13~~, by and between THE DOWNING PARK PLANNING COMMITTEE, INC., a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at P.O. Box 306, Newburgh, New York 12551 (hereinafter referred to as the "COMMITTEE" or as "DPPC"); and

THE CITY OF NEWBURGH, a municipal corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at City Hall, 83 Broadway, Newburgh, New York 12550 (hereinafter referred to as the "CITY");

WITNESSETH

WHEREAS, the Committee was organized for the purpose of rehabilitating Downing Park (hereinafter referred to as the "PARK") and bringing it back to its former state of grandeur and encouraging the use of the Park by the public; and

WHEREAS, the City desires to enter into a new agreement with the Committee for the performance of certain services in connection with the restoration and preservation of the Park and the increasing of public use of and public interest in the Park; and

WHEREAS, the Committee is composed of a group of citizens who have a keen interest in the restoration of the Park and whose members possess the necessary expertise to accomplish that result; and

WHEREAS, the City wishes to work in cooperation with the COMMITTEE to restore and enhance the PARK and increase use and enjoyment of the PARK by the public;

THEREFORE:

It is hereby agreed by and between the parties hereto, in consideration of the mutual promises set forth herein, as follows:

1. The Committee has commissioned a historic landscape master plan in the 1980's for the restoration and usage of Downing Park, which has been approved by the City Council. A copy of said plan is referenced herein and considered a part hereof, as applicable. It is the intent of the parties hereto that improvements to the park be made in conformity with said approved plan, and with any amendments thereto as shall have been approved by the City Council.

2. It is the intention of the parties hereto that the master plan and any long-term improvements to the park be carried out in stages. No actual construction, improvement or other work shall be done by the Committee nor shall any events take place in the Park, except in conformance with the terms of this Agreement and with the plan as approved by the Council. When the Committee decides that they would like to make a particular improvement to the Park or to hold an event, it shall present a proposal to the City Manager in the form of a letter, outlining the nature and extent of the project or event to be undertaken. The proposal may include rough sketches of the improvement, where appropriate, and a proposed time schedule for starting and completion, the estimated cost of the project, the source of the funds for financing it, identification of any required permits and any agency reviews and approvals, and whether work or materials will be furnished by volunteers.

3. The City Manager may ask for more information and details with respect to the Committee's proposal until she is satisfied that she is fully aware of all of the details of the proposed event or project.

4. If the proposal is for an event to be held in the Park or for a minor project such as flower planting, park clean-up or other such projects to be done by volunteers or with Committee

funds, the City Manager may authorize the event or project by letter addressed to the Committee, in which she may provide guidelines to be observed by the Committee in carrying out the project or event, which guidelines or other direction by the City Manager the Committee agrees to observe.

5. If the proposal is classified as a major project by the City Manager, then City Council approval by resolution will be required before any work may begin. Major projects would include such things as the construction or demolition of buildings or any other change or addition to the Park that the City Manager deems to be a major project.

6. In the case of a major project, if the Council approves of the preliminary written proposal by resolution, the Committee may then prepare detailed engineering or architectural plans and specifications for the project. The plans and specifications shall be presented to the Council for its review. The presentation shall contain an estimate of the cost of the project, a time schedule of the estimated time of beginning and completion and may also include draft bid documents with respect to projects where City funds are being used and where the bid process is employed.

7. The Council may approve or disapprove the project or approve it with changes by formal Council resolution, but after the Council has approved any particular project in preliminary form it shall use its best efforts to reach agreement with the Committee on the final plans, the parties being fully aware that an expenditure of funds will have been made by the Committee at this point to assemble the plans, specifications and other related materials, without however any liability on the part of the City for the costs thereof.

8. If the Council approves the project by formal resolution, and all other regulatory and other permits and approvals from all agencies with jurisdiction thereover have been secured as

required, including but not limited to the New York State Office of Parks, Recreation and Historic Preservation, the City Department of Code Compliance, the City Engineer, the Architectural Review Committee, the Shade Tree Commission, and all others as necessary; then the Committee may commence work on it. The City Manager or the City Manager's designee shall oversee the work on any particular project to ascertain that it is being done according to the plans approved by the Council. The City Manager shall have the right to suspend, in whole or in part, any of the work, either before or after commencement of the work, in the event that such work is reasonably likely to be or is being conducted in a manner that is detrimental to the public health or safety, or to the condition of the Park, or in contravention of law or otherwise than in conformity with the plans approved by the Council, without compensation to the Committee. If a project to be performed and/or administered by the Committee pursuant to an agreement between the parties is being funded by the City, the City shall pay to the Committee such amounts as may be necessary to allow the Committee to pay for work performed prior to any such suspension. In the case of any such suspension the City may extend the time for the completion of the work as much as said work may have been delayed by such suspension.

9. Contracts for the performance of work on public property for which City funds are to be expended shall be subject to the same requirements of law as for the performance of public work, including, but not limited to, public bidding requirements and prevailing wage rate regulations where applicable. On projects where no City or grant funds awarded to the City are involved, the requirements for public contracts need not be observed, except as the parties may agree or the City so require.

10. Any projects or events to be undertaken by the Committee, whether major

or minor, shall be financed by the Committee. The City shall not be under any financial obligation with respect to any project undertaken by the Committee unless the City has specifically agreed to fund such project. However, the City may in its discretion, where funds have been appropriated for the purpose, expend such funds in support of Committee Park projects.

11. It is understood that the Committee intends to make a gift to the City of the work, labor and materials and other things which may constitute any particular improvement project so that as the project progresses and is built as improvements to the Park, it shall become the property of the City, free and clear of any claims by the Committee, except for claims for funds agreed by the City to be paid to the Committee in respect of any project pursuant to an agreement to that effect by and between the parties and not so paid.

12. The Committee may conduct activities and events in the Park in accordance with the approved master plan and with the terms of this Agreement with the goals of (a) increasing public awareness of the Park's heritage and historic, cultural and artistic significance and (b) increasing public use of the Park in accordance with the approved master plan. All special events and activities shall be subject to obtaining all required City permits and approvals, unless waived by the City. This and other requirements and terms and conditions pertaining to such activities and events shall apply equally to any group, organization or individuals with whom the Committee is cooperating or has engaged to conduct or participate in such activities and events.

13. The City may make requests of the Committee to perform specific tasks within the Park. If the Committee agrees to perform any such task, the same procedure shall be followed as in paragraphs 1 through 12 herein.

14. The City shall provide to the Committee funding for such specific projects as may be assigned to the Committee pursuant to this or other agreements, as the City Council may appropriate.

15. In those cases where the City is providing the funding for a specific project, sponsored, conducted or proposed by the Committee, the procedure followed in paragraphs 1 through 12 herein shall also be followed, unless waived by the City.

16. With respect to any work to be funded by the City, no claim for payment for work or materials shall be made or allowed to the Committee by the City unless, before the performance of such work or the furnishing of such materials, the City Manager shall have first authorized the same in a written order and a written agreement shall have been made between the City and the Committee stating the price to be paid by the City to the Committee for such work or materials and where necessary the Council shall have formally approved the agreement and the appropriations therefor.

17. The City shall provide the Committee with office space in the Downing Park Shelter House, located at 123 Carpenter Avenue, Newburgh, New York, on the terms set forth herein during the term of this agreement, or at such other locations as to which the parties may agree.

a. The City gives and grants to the Committee the license and privilege to occupy office space in the premises known as the Downing Park Shelter House to coordinate their volunteer work for the benefit of Downing Park.

b. The Committee shall provide the City with the names and addresses of all persons who will be occupying, working in or on, or using the premises, which persons shall be limited to bonafide volunteer members of the Committee or others conducting proper

business and/or activities with or for the Committee and/or the City. The Committee shall be responsible for the actions and conduct of all such persons and for the control and supervision of such persons, who shall conduct themselves towards the officers and employees of the City and all other persons legitimately in the Park, courteously, with due and appropriate decorum and in such manner as will promote the best interests of the City and shall comply with all the rules and regulations of the City and directions of the City Manager.

c. The Committee may make all improvements to the property necessary for its use of the property, the plans for said improvements being subject to the prior approval of the City Manager before they are undertaken. All such improvements and fixtures shall become the property of the City. All work shall conform to applicable State and City codes.

d. This license may not be assigned by the Committee, nor may the Committee assign, transfer or convey any of its rights or obligations hereunder to any other party without the prior written consent of the City.

e. The City shall furnish the premises with electricity, however, the installation of all the electrical conduits, wires, apparatus and fixtures shall be the sole responsibility and at the sole cost of the Committee unless otherwise agreed to by the parties. The City shall not be liable for any failure to supply the premises with electricity, whether or not due to negligence on its part.

18. ~~The Committee agrees to indemnify, defend, and hold the City harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the City by reason or on account of damage to the property~~

of the City or the property of, injury to, or death of any person arising from the Committee's negligent use of, occupancy of, or work performed on the premises. The City agrees to indemnify, defend and hold the Committee harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Committee by reason of the sole negligence of the City or its employees. The Committee shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in the State of New York, insuring the Committee and the City against all liabilities arising out of or in connection with the Committee's use of, occupancy of, or work performed on the premises and shall furnish to the City, certificates evidencing such insurance in a form satisfactory to the Corporation Counsel, naming the City as an additional insured thereunder:

Comprehensive liability	\$1,000,000.00/\$2,000,000.00
Comprehensive property damage	\$1,000,000.00
Workers Compensation for employees of the Committee	Statutory Amount

unless waived or amended by the City.

19. The City may terminate this license at any time by giving to the Committee in care of the Executive Director of the Downing Park Planning Committee, notice by certified mail, return receipt requested, to:

Downing Park Planning Committee, Executive Director
P.O. Box 306
Newburgh, New York 12551

Upon the giving of such notice, this license shall terminate and come to an end and all rights of the Committee in the premises shall be terminated.

20. The City may, in the discretion of the City Manager, provide assistance to the Committee in the form of support for assignments and activities which assistance may include, but shall not be limited to, providing materials, providing assistance by City personnel and providing the use of City equipment.

21. (a) Upon the following conditions the City shall also provide liability insurance coverage to the Committee for special events and with respect to such major or minor projects as may be approved by the City Manager or the Council:

1. Requests for insurance coverage shall be in writing and shall be received by the City Manager at least thirty (30) days prior to the event or commencement of work on the project.
2. Insurance will not be provided by the City where it is being provided by a contractor or other third party.

(b) Where the City does provide insurance it will do so by naming the Committee as an additional named insured on the liability policy that the City may have at the time and the City will provide the Committee with a certificate of insurance evidencing the same, or in the event the City provides coverage by means of its self-insured reserve, the City will inform the Committee of such coverage.

22. The Committee understands and agrees that its relationship to the City arising out of this contract shall be that of an independent contractor. Neither the Committee nor its members, officers, staff or employees shall be construed to be employees of the City and are not, therefore, entitled to any benefits provided to employees of the City. With the exception of such events and projects for which the City has agreed to provide insurance, as provided in paragraph

21 hereof, the Committee shall be responsible for providing all insurance which it may deem necessary or which it may be required by law to provide.

23. Neither the City nor the Committee shall assign its rights, obligations and duties under this agreement, in whole or in part, without prior written approval of the other party hereto.

24. The Committee shall maintain records of all details with respect to work and services to be performed under this agreement including personnel of the Committee and its agents; and records pertaining to income, expenses, liabilities and assets of the Committee. These records will be retained for such periods of time as may be required by Federal, State and Local statutes, but in any event, for no less than three (3) years. Not later than January 3rd of each year unless the time for same has been extended by the City Manager or City Council, the Committee shall submit a report to the City identifying activities performed under this Agreement, such report to contain such information as the City Manager may reasonably request relating to Park activities.

25. The City may, after written request by the City Manager, audit or have audited by its auditors, the books and accounts kept by the Committee, and the Committee will fully cooperate with the City in making such records available.

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

27. This Agreement may be terminated by either party at any time for any reason or for no reason, by giving at least thirty (30) days written notice to the other party; except the agreement will not be terminated as to any pending project that the City has agreed to fund until all payments are made by the City, for costs incurred by the Committee pursuant to such separate agreement of the parties concerning said project.

28. Any notice which is required to be given or which may be given under this Agreement shall be sent to the parties at the addresses set forth above. In the case of the City, such notices shall be addressed to the City Manager, with a copy addressed to the Corporation Counsel.

29. This Agreement shall commence as of the date it is fully executed by both parties, and shall terminate as provided herein. As to any pending project that the City has agreed to fund and for which the Committee has actually expended funds, the City shall make all payments agreed to be made by the City to the Committee with respect to such project up to the amount actually expended by the Committee, and/or pursuant to any other agreements between the parties concerning such project.

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

WITNESS:

DOWNING PARK PLANNING
COMMITTEE, INC.

By:

CHRIS TRIPOLI, Executive Director

WITNESS:

THE CITY OF NEWBURGH

By:

RICHARD F. HERBEK,
City Manager

Approved as to form:

MICHELLE KELSON
Corporation Counsel

CHERYL A. GROSS,
Comptroller

RESOLUTION NO.: 22 -2013

OF

JANUARY 28, 2013

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

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

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

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

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

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

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

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

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

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

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

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

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



The Water Division of ARCADIS

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

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

Water

Subject:
Proposal for Benefit Cost Analysis for relocating Generator

Dear Mr. Marti:

Date:
December 21, 2012

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

Contact:
Joshua LaPlante

Phone:
518.250.2300

SCOPE OF WORK

Email:
joshua.laplante@arcadis-us.com

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

Our ref:
04881003.0000

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

Imagine the result

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

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

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

BUSINESS TERMS

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

Sincerely,

Malcolm Pirnie, Inc.



Joshua LaPlante
Project Engineer

Enclosures

RESOLUTION NO.: 23 - 2013

OF

JANUARY 28, 2013

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the Department of Homeland Security and Federal Emergency Management Agency for a Fire Prevention and Safety Grant for an amount not to exceed \$620,000.00 with a ten (10%) percent in-kind services match.

CITY OF NEWBURGH FIRE DEPARTMENT

Memorandum

TO: City Council
City Manager

From: Michael Vatter, Chief of Department

SUBJECT: FEMA Fire Prevention Grant Application

DATE: January 18, 2013

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

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

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

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

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

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

Task Force:

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

Educator Specific:

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

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

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

Resolution No. 24 - 2013

of

January 28, 2013

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

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

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to construct, acquire or undertake the various projects as described in column A of Schedule I attached hereto and hereby made a part hereof, at the estimated maximum costs indicated in column B of such Schedule I. The total estimated cost of such projects, including preliminary costs and costs incidental thereto and to the financing thereof, is \$3,009,677.60 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed \$3,009,677.60 bonds of the City to finance said

appropriation, and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

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

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

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

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal

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

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

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

“The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the

terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged.”

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

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

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

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

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

The adoption of the foregoing resolution was seconded by

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

AYES:

NOES:

The resolution was declared adopted.

Schedule I

2013 Capital Improvement Plan

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

CERTIFICATE

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

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

(SEAL)

City Clerk

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

NOTICE

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

LORENE VITEK
City Clerk

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

January 28, 2013

* * *

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

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

There were absent:

Also present: Lorene Vitek, City Clerk

* * *

_____ offered the following resolution and moved its
adoption:

HARRIS BEACH PLLC
ATTORNEYS AT LAW

445 HAMILTON AVENUE
WHITE PLAINS, NEW YORK 10601
DIRECT: (914) 298-3012
TMILES@HARRISBEACH.COM

January 16, 2013

City of Newburgh, New York
\$3,009,677.60 Bond Resolution for Various Purposes
(Our File Designation: 265017)

Cheryl A. Gross
Comptroller/Director of Finance
City of Newburgh
83 Broadway
Newburgh, New York 12550

Dear Cheryl:

Pursuant to your request, I have prepared and enclose herewith the *draft* Extract of Minutes of a City Council meeting to be held January 28, 2013, showing adoption of the above Bond Resolution and providing for its publication.

Please note that the Bond Resolution is to be adopted by at least a two-thirds vote of the entire City Council membership.

A copy of the Bond Resolution, *in full*, with the prescribed form of Clerk's statutory notice (attached as the last page of this document) should be published in the official newspapers of the City. You will recall that publication of the Bond Resolution commences a 20-day statute of limitations period pursuant to the provisions of Section 80.00 *et seq.* of the Local Finance Law.

Please obtain and forward to me a certified copy of the Extract of Minutes as soon as possible following the January 28th City Council meeting and original Affidavits of Publication, when available.

With all best wishes, I am

Very truly yours,

Todd Miles

CTM:mag
Attachment