

A regular meeting of the City Council of the City of Newburgh was held on Monday, October 18, 2010 at 7:00 P.M. in the Council Chambers, City Hall, 3rd Floor, 83 Broadway, Newburgh, New York 12550.

The Prayer was led by Pastor Stephen Ruelke and the Pledge of Allegiance was led by Councilwoman Bell.

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

Councilwoman Angelo moved and Councilwoman Bello seconded that the minutes of the regular meeting of September 20, 2010 be approved.

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

CARRIED

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Bello seconded that the Notices of Claim and the Summons and Verified Complaint be referred to Corporation Counsel with power to act.

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

CARRIED

PROPOSED PUBLIC HEARING

RESOLUTION NO.: 236-2010

OF

OCTOBER 18, 2010

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 8, 2010
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE 2011
BUDGET FOR THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section 8.15 a public hearing will be held to receive comments concerning the adoption of the 2011 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a special City Council meeting of the Council to be held at 7:00 p.m. on the 8th day of November, 2010, at the Activity Center, 401 Washington Street, Newburgh, New York.

Mayor Valentine pointed out the venue of the public hearing will be the Newburgh Activities Center not here at City Hall.

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

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

ADOPTED

PUBLIC HEARING #1

Mayor Valentine called a public hearing to receive comments concerning a local law amending Chapter 126 entitled "Buildings, Nuisance" of the Code of Ordinances of the City of Newburgh.

Fire Chief Michael Vatter presented a brief overview of the proposed legislation. He explained it addresses the abatement of city properties, particularly those with violations. Corporation Counsel went over the ordinance and rewrote and codified all of the abatement procedures.

Historically clean up has been an issue in the city. And there have been past problems with the judicial branch of government in terms of enforcement. Essentially this is going to give the codes department authority to go to a potential property, issue the violation and give the owner an opportunity to have an in-house hearing with the Building Inspector and City Manager. After which hearing, the city can authorize to hire a contractor to clean up, as necessary.

The city is still working on a funding source. They are going to meet with HUD officials next week about it. Ultimately a lien can be put on the property to recoup any fees the city expends in enforcement. In a nutshell this program helps to tighten up a city-wide problem with clean-up.

Mayor Valentine asked if the property owner would be notified that there has been a change in the process.

Chief Vatter responded in the affirmative.

Councilman Dillard commented he would like to attend the meeting with HUD.

Barbara Smith, Powell Avenue, remarked she has read Chapter 126. She wanted to know that before the city begins putting liens on peoples' properties, is it up to the council to make a final determination of either *yes* or *no*. Also why are we substituting the word '*Shall*' for '*May*'? Does this indicate that there is still so much that is up in the air about this?

Mayor Valentine responded in the negative. It does not come before the council case-by-case.

Corporation Counsel Bernis Nelson explained that they still need to work out funding issues. The city can not be compelled to clean up a property, as it does not have the money to do it. Hence the use of the word '*May*' is purely discretionary.

Mayor Valentine pointed out this is simply another useful tool. They can still go to court with these cases and hope a judge will rule in their favor. We have not been successful though. Obviously the repeat offender knows the penalty is not severe. If we do this to a couple of properties, then the message will be clear that people are not going to get away with just a \$25 fine. If we have a pool of funding, then we can do this quicker. He pointed out the city does not want to be in the business of cleaning up properties.

Kippy Boyle, Grand Street, commented she has tried to make a timeline for herself. She has found it to be very confusing. She asked how long it actually takes from the time the notice is sent to the time the city has the actual authority to act. It sounds like it could go on for a couple of months. Also she reiterated the part in Section 119-5 that reads "to kill by spraying such weeds, grass or other vegetation". She would like to ensure that this action is performed by a certified pesticide allocator, not just some Joe Schmoe.

Corporation Counsel pointed out the timeframe. A property owner is most likely not going to request a hearing. If they don't request a hearing it is just 20 days. The hearing is within the 20 day period, so it is running along together. She pointed out a person is entitled to a hearing, as this is *due process* and the Constitution requires it. Also the fact that someone could be subject to further taxation warrants *due process*. As such, it could take up to a month and a half to get through it. Yet if there is urgency in the matter, the city will be able to move without the hearing.

Judy Kennedy, Grand Street, commended Chief Vatter for his work on this. One way to keep things clear is by using a flow chart. It makes things easy for people to understand. Also when this is adopted she would like 159 Grand Street to be enforced.

Marietta Curry, Grand Street, commented the word '*shall*' is connotative of an obligation to do something. She feels this document actually works to lower the bar when we substitute the word '*may*'. She questioned the fact that the council ultimately makes the decision whether to abate the property or not. Once again, we have another public hearing in which the issue is also up for vote tonight. We will not improve the city by doing things this way.

Maryann Prokosch, Galloway Avenue, commented she understands why the wording has been changed. But she does not like it, because now it could have the appearance of selective enforcement when we start picking and choosing whether to abate properties or not.

Denise Ribble, Montgomery Street, is concerned there is no mention of city staff in the ordinance. She understood from both Mr. Lynch and Mayor Valentine that all of the work in this project will be done by contracts. Yet there is no local and first source hiring ordinance in place, so we have no idea how contracts are going to be granted. How would *due process* really be ensured and assured for the benefit of community residents? She is extremely concerned that there are fair practice guidelines for Section 108 funding. She recommends the council table this until there is documentation that fair hiring practices will be adhered to.

She feels it would be beneficial to abate only abandoned properties in Census Tracts 4 and 5. We already have an existing Vacant and Abandoned Properties ordinance. Are we collecting those fees now? What is the intake of revenue on those properties? She is also concerned that the hearing officers are the Building Inspector and City Manager. Hypothetically if you are the building inspector, who writes tickets, and you are the Fire Chief, who supervises the codes department, then these persons should not be the designees to hear cases. She finds it ironic that city staff has no time to commit to things that benefit the city, yet they have all the time in the world to do things like this.

Michael Gabor, Grand Street, commented there are laws on the books already. Why are we wasting time talking about reinventing the wheel? We do not even enforce the recycling ordinance.

Jenny Loeb, Chambers Street, spoke in support of the ordinance. She feels it is a step in the right direction. Also it is a useful tool for the city to take charge in a way it has never been able to do in the past. Are we going to use in-house labor or outsource labor for the clean up of properties?

Gay Lee, Forsythe Place, pointed out we need a human resources policy. If it were a fair and impartial system, then we would not be talking about it now. Community residents do have a valid point to question whether contractors will hire local laborers.

Charlotte Mountain, Dubois Street, asked if there is going to be a table of fees within the ordinance. Or, are we going to make up fees as we go along. Also is the hearing going to be an automatic part of the process? Next, she is

concerned the ordinance will be used to circumvent the judicial system. Is the appeal process going to go before the court or is it going to be done in-house?

Corporation Counsel explained the notice will advise the owner of his *right* to a hearing. There is a two-hearing component to this. The first is granted *before* the work is completed. The second is *after* the work has been completed by the contractor and the bill has been sent out. The owner will have the opportunity to challenge the amount of the bill if he feels it is not fair. Also the public process for the appeal of the two hearings is prescribed in Article 78 of the Civil Practice Law and Rules of New York State.

Mayor Valentine remarked the recommendations of this came out of discussions with PACE land-use study. They had looked at the current process and how the cases just die out when they get to court. Pace had asked if there was a way for the city to by-pass the judiciary altogether, using a pool of funding. Really it is to the advantage of the owner to voluntarily clean up his property in a quick fashion. If the whole mechanism is in place, then the message sent out will be clear after this is done a few times.

Loretta Manning asked if the same contractor is going to be used for each case, or is the city going to use different companies each time. She feels the council should table this so they can work out the kinks and incorporate the local and first source hiring ordinance into it.

Chief Vatter stated he anticipates there will be multiple bidders involved. He is unsure of the details on it right now. They are still trying to sort through it.

There being no one else wishing to speak for or against this public hearing, this portion of the meeting was closed.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Acquanetta Wright, No. Miller Street, stated she and her partner purchased the building which is the subject of Resolution No. 225-10. That was ten years ago and it has been a nightmare ever since. City managers have come and gone and even worse the codes department has been inconsistent in its job. She thanked current staff member Mr. Hunter for coming in to assess the building for what it actually was and not just based on his personal thoughts about the property.

In the past codes would not grant them a Certificate of Occupancy because one of the walls had exposed brick. She was told by Codes that the building needed paint on the walls. Also she mentioned she was ripped off by her first contractor to the tune of \$40,000. This is what first brought her to a council meeting almost 12 years ago. She remarked there is some benefit to using a realtor if you are buying a house from the city. She hopes the council will pass the resolution tonight. Even with this being the case, there is still a \$20,000 lien on the house which is over 25 years old. The city never caught it when the title search was done.

Loretta Manning asked if Resolution No. 230-10 is external. Also she asked if it has been implicated in anyway.

Denise Ribble pleaded with the council to table agenda items #6-8. She stated substantive comments were made tonight. She agrees with Jenny that it is good, in principle. But she is afraid that if there are no assurances on it, then it is not going to happen.

Kippy Boyle stated we need to look at the landlord registry. Representatives should be utilized for absentee landlords who fall outside of the 25-mile radius. Perhaps there would be an opportunity for locals to take care of building issues quicker if they employed local workers to act as representatives.

Barbara Smith stated the council makes no sense at all. DPW workers who used to perform these same duties are being laid off. Now the city has the audacity to use taxpayers' dollars to hire outside workers to do this remedial work.

Maryann Prokosch asked how much the change order is for in Resolution #229-10. Also she is concerned that the monies, which are the subject of Resolution #230-10 and #231-10, were previously in the general

sewer and water fund and now they are being allocated separately in these resolutions tonight.

Mayor Valentine responded it costs \$5600 for the extra work associated with the testing of the soil. Also he pointed out these are separate items.

Judy Kennedy stated she has heard a lot of discussion regarding agenda items #6-8, particularly who is going to be doing the work, a contractor or city employee. She suggested the city entertain the idea of collecting trash only once per week versus two times a week. Other municipalities embark on cost-saving strategies such as this. Also we could create a fee schedule, which could be used as a strong guideline.

Michael Gabor remarked he would like to see the council table agenda items #7-8. People have asked some very basic questions, and yet there are no basic answers. The enforcement issues with these laws are paramount. He asked what has been done by the code officers up to this point.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

There were no comments at this time.

CITY MANAGER UPDATE

Acting City Manager Richard Herbek pointed out he attended a conference last week in Cleveland, Ohio entitled *Reclaiming Vacant Properties*. He attended the conference along with various members of city staff and members of the community alike.

SEE ATTACHED COPY OF REPORT OF CONFERENCE

Report from Richard F. Herbek, Acting City Manager

Reclaiming Vacant Properties Conference at Renaissance Cleveland Hotel

October 12 – October 15, 2010

Many cities in the United States are in trouble. Despite signs of economic recovery, vacant and abandoned homes and property continue to blight cities and towns, affecting property values and providing a haven for illegal activities.

The conference, sponsored by the Center for Community Progress and Neighborhood Progress, involved government leaders, academics, community activists and nonprofit leaders from across the country in discussions of strategies for turning vacant properties from public eyesores to community assets. We learned not only about cities that have successfully reclaimed vacant areas but also how to implement these successful strategies and overcome barriers to progress.

Workshops and plenary sessions that I attended featured speakers from government and nonprofit organizations who touched on a wide variety of topics. Some of the workshops I attended were:

Detroit Shoreway: A Neighborhood with a View, a Community with a Vision. This involved a tour and discussion of how unique partnerships have preserved historic community fabric in one of Cleveland's diverse neighborhoods while creating affordable, energy-efficient, transit-connected housing, a vibrant arts district, and a planned boulevard connecting residents with the lakefront.

Re-Imagining America's Older Industrial Cities – The discussion evolved around the future of America's shrinking older cities. After decades of population and job loss, cities like Youngstown, Cleveland, and Detroit have embarked on ambitious efforts to re-imagine themselves as smaller but healthier cities, taking a fresh look at reusing land, revitalizing neighborhoods, and building new economic engines.

The Memphis Approach: Broad Community Engagement in the Problem Property Battle: Panelists told the story of how the private sector and community development corporations are working together to engage government and the courts in addressing vacant properties, blight, and neighborhood deterioration. We learned how Memphis's unique, inclusive partnership has moved vacant and abandoned property issues forward, how to build the right team and how

incremental victories helped build momentum for the larger wins down the road.

Two Birds with One Stone? Strategies to Address Crime and Vacancy – A panel of police, prosecutors, and community developers compared systems for addressing overlapping crime and vacancy hot spots. Presenters described how community prosecution systems leverage nuisance abatement tools and community partnerships that address crime problems rooted in vacant properties.

Carrots or Sticks: Debating Incentives and Penalties for Stimulating Reinvestment – We learned about strategies for encouraging responsible developers to acquire and improve vacant properties. The discussion also involved how government can do a better job of compelling negligent owners to comply with codes or give up control of deteriorated properties. The speakers noted that although there is no “silver bullet” strategy that can guarantee success everywhere, tax abatements, differential tax rate, vacant property registration mandates, and other measures have produced constructive results in a number of municipalities’ and counties.

We also took advantage of the networking opportunity since more than 900 people were in attendance at the conference from all across the United States.

Respectfully submitted,

Richard F. Herbek
Acting City Manager
City of Newburgh

ORDINANCE NO.: 15 - 2010

OF

OCTOBER 18, 2010

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

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

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

§ 226-1. Notice.

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

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

§226-2. Hearing to appeal notice.

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

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

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

- C. An owner served with a billing notice pursuant to subsection 226-3B of this Chapter may request and shall be granted a hearing before the City Manager or the City Manager's designee to dispute the charges, provided that such owner shall file within ten (10) days of the date of the notice, in the office of the City Manager, a written request for such hearing. Upon receipt of a request for a hearing the City Manager or the City Manager's designee shall set a time and a place for such hearing and shall give the applicant at least ten (10) days written notice thereof. Such hearing shall commence not later than thirty (30) days after the date on which the request was filed; however, hearings may be postponed beyond such thirty (30) day period for good cause shown. At such hearing, the owner shall be given an opportunity to show cause why such costs should be reduced or otherwise modified. The City Manager or the City Manager's designee shall make a final determination on the charges, and such decision shall be deemed a final order. If the owner does not request a hearing on the billing notice, such notice shall be deemed a final order.
- D. The cost of the work, repair, or demolition as finally determined together with an additional fifteen (15%) percent administrative fee for costs of inspection and other incidental costs associated with abating the condition, added to the total costs of the work, repair, or demolition, shall be assessed as a lien against the abated property. Notice shall be given to the Tax Collector's Office specifying the total cost of the work, repair, or demolition together with the fifteen (15%) percent administrative fee and the property affected by section, block and lot numbers as the same appear on the Official Tax Assessment Map of the City of Newburgh. From the hour of filing of said notice, the charges specified shall be a lien upon the property affected thereby. A copy of said notice shall also be served on the owner as provided for in subsection 226-1A of this Chapter. The costs specified, if not paid by or on behalf of the owner within thirty (30) days of the date of the notice, shall be added to and collected with the subsequent City tax levy, and shall bear interest and be enforced as provided by law for City taxes.

§226-4. Judicial review.

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

§226-5. City not liable.

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

SECTION 2. THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

Councilwoman Bell moved and Councilwoman Bello seconded that the ordinance be tabled.

Ayes- Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard-4

No- Mayor Valentine-1

TABLED

ORDINANCE NO.: 16 - 2010

OF

OCTOBER 18, 2010

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

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

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

§ 119-5. Correction of condition by city.

If the person upon whom the notice provided for in § 119.4 is served fails, neglects or refuses to cut and remove or to kill by spraying such weeds, grass or other vegetation ~~within five days after the date of the mailing or posting of said notice, then the city, through the official designated by it for said purpose, shall cause such weeds, grass and other vegetation on such lot or land to be cut and removed or killed by spraying.~~ the City may abate such condition and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.

§ 119-6. Costs of removal.

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

annual assessment roll at the time and in the manner prescribed by the Charter of the city and subject to all the provisions thereof.

SECTION 2. Chapter 121. Buildings, Vacant.

§ 121-3. Responsibility of owner.

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

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

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

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

SECTION 3. Chapter 122. Buildings, Construction.

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

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

D. Emergency cases. In cases of emergency which, in the opinion of the Code Compliance Supervisor, require immediate action to abate a direct hazard or imminent danger to the health, safety, morals or welfare of the occupants of a building or to the

~~public, he shall promptly cause such action to be taken as is necessary to remove or abate the hazard or danger.~~ the City may abate such condition and assess a lien against the property for the costs of such abatement together with a fifteen (15%) percent administrative fee, pursuant to the procedures set forth in Chapter 226 of the City Code.

SECTION 4. Chapter 129. Buildings, Unsafe.

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

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

§ 129-12. Temporary safeguards for dangerous buildings.

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

§ 129-15. Procedure.

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

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

building or structure, including the cost of actually removing the same, shall be assessed against the land on which said building or structure is located. Said cost and expenses may also be collected from the owner of said building or structure by special proceeding pursuant to § 78-b of the General Municipal Law.

SECTION 5. Chapter 190. Housing and Property Standards.

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

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

SECTION 6. Chapter 234. Property Damage.

§ 234-8. Property owners' responsibilities.

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

SECTION 7. Chapter 279. Trees and Shrubs.

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

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

§ 279-15. Removal of dead trees.

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

SECTION 8. THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

| ~~Strikethrough~~ denotes deletions

Underlining denotes additions

Councilwoman Bell moved and Councilwoman Bello seconded that the ordinance be tabled.

Ayes- Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard- 4

No- Mayor Valentine-1

TABLED

LOCAL LAW NO.: 10 - 2010

OF

OCTOBER 18, 2010

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

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

SECTION 1 - Title

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

SECTION 2. Chapter 126. Buildings, Nuisance.

§ 126-7. Abatement by authorized officials.

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

SECTION 3 - Effective Date

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

Councilwoman Bell moved and Councilwoman Bello seconded that the local law be tabled.

Ayes- Councilwoman Angelo, Councilwoman Bell, Councilwoman Bello, Councilman Dillard-4

No-Mayor Valentine-1

TABLED

RESOLUTION NO.: 225_-2010

OF

OCTOBER 18, 2010

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO RAMONA B. TORRES
TO THE PREMISES KNOWN AS 197 N. MILLER STREET
(SECTION 11, BLOCK 1, LOT 13)**

WHEREAS, on January 8, 2001, the City of Newburgh conveyed property located at 197 N. Miller Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 1, Lot 13, to Ramona B. Torres; and

WHEREAS, Ms. Torres 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 and 6 of the aforementioned deed.

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

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

ADOPTED

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 197 N. Miller Street, Section 11, Block 1, Lot 13, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5 and 6 in a deed dated January 8, 2001, from the CITY OF NEWBURGH to RAMONA B. TORRES, recorded in the Orange County Clerk's Office on January 8, 2001 in Liber 5438 of Deeds at Page 283 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2010

THE CITY OF NEWBURGH

By: _____
RICHARD F. HERBEK,
Acting City Manager

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

On the ____ day of September in the year 2010, before me, the undersigned, a Commissioner of Deeds in and for said State, personally appeared RICHARD F. HERBEK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 226 – 2010

OF

OCTOBER 18, 2010

A RESOLUTION AUTHORIZING A TWO-YEAR AGREEMENT BETWEEN THE CITY OF NEWBURGH AND BPA HARBRIDGE CONSULTING GROUP, LLC, FOR ACTUARIAL SERVICES IN CONNECTION WITH THE CITY'S COMPLIANCE WITH GASB-45 IN THE AMOUNT OF \$8,300 FOR THE YEAR 2010 AND \$2,000 FOR THE YEAR 2011, FOR A TOTAL AMOUNT OF \$10,300 FOR BOTH YEARS

WHEREAS, the City had previously issued a Request for Proposals in 2007 to retain professional actuary services to comply with the standards and requirements of GASB-45 in connection with the annual audit of the City's financial statements and in particular with respect to the City's obligations to provide post-retirement benefits; and

WHEREAS, BPA Harbridge had been selected as the preferred provider on the basis of their qualifications and experience and the lowest proposed price to perform such services for the years 2008 and 2009; and

WHEREAS, the City Council deems it to be in the best interests of the City to enter into a new agreement with BPA Harbridge to continue such services for the years 2010 and 2011;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into an agreement with BPA Harbridge for actuarial services in compliance with the requirements of GASB-45, in the amount of \$8,300 for 2010 and \$2,000 for 2011, for a total amount of \$10,300 for both years.

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

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

ADOPTED



Harbridge Consulting Group, LLC

One Lincoln Center, 12th floor, Syracuse, NY 13202
Toll Free: 1.866.401.5272 | Direct: 315.703.8900 | Fax: 315.703.8989
www.bpas.com

Private & Confidential

October 8, 2009

Ms. Cheryl Orr
Senior Payroll Clerk
City of Newburgh
83 Broadway, 4th Floor
Newburgh, NY 12550

RE: Service Agreement for the City of Newburgh

Dear Ms. Orr:

Enclosed you will find two original copies of our service agreement. If you would like us to proceed with the engagement, please return one signed copy to us for our files and retain the other for your files.

The following is the contact information for your engagement team.

Name	Title	Telephone Number	Email Address
Sharon Rainka	Senior Consultant	315-703-8919	srainka@bpas.com
Josh Pulver	Senior Consultant	315-703-8988	jpulver@bpas.com
Melissa Desiderio	Associate	315-703-8926	mdesiderio@bpas.com

For your convenience, enclosed is a self addressed stamped envelope.

Please review this service agreement carefully, and if you have any questions please do not hesitate to call me at (315) 703-8919.

Sincerely,

Sharon K. Rainka, F.S.A., M.A.A.A.
Senior Consultant

SKR:cal

cc: Elizabeth Garrison, City of Newburgh



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Service Agreement

Agreement

This Service Agreement ("Agreement") is between the City of Newburgh (the "Sponsor") and Harbridge Consulting Group, LLC ("Harbridge").

Purpose

The Sponsor maintains the following Plan for the benefit of its employees.

- ❖ City of Newburgh Postretirement Health Care Benefits Plan

The Sponsor desires Harbridge to provide actuarial and consulting services, in accordance with generally accepted actuarial principles and practices, with respect to the Plan for the Fiscal Years ending December 31, 2010 through December 31, 2011 ("Fiscal Year").

Actuarial and Consulting Services

Services for the GASB 45 full actuarial valuations of postretirement health care benefits will include the following:

- ❖ Analysis of census data
- ❖ Analysis of plan provisions and development of per capita claims costs
- ❖ Calculation of the Actuarial Accrued Liability as of the beginning of the fiscal year
- ❖ Determination of the Annual OPEB Cost for the fiscal year
- ❖ Preparation of the actuarial valuation report detailing the results of the valuation
- ❖ Determination of the Net OPEB Obligation at fiscal year end
- ❖ Development of Required Supplemental Information and Notes to the Financial Statements to be included on the financial statements
- ❖ Ten year projections of Actuarial Accrued Liability and Annual OPEB Cost under GASB 45 for each fiscal year
- ❖ Meeting to discuss valuation results

Responsibilities of the Sponsor

The Sponsor will provide Harbridge, as requested in a specified format and timely manner, information regarding the Plan(s) (i.e. plan provisions, plan participants, plan assets, benefit payments, etc.) in order to complete the services outlined herein. The Sponsor will take full responsibility for ensuring that the data provided is reasonable and appropriate. While Harbridge will take all necessary steps in compliance with Actuarial Standards of Practice to ensure the reasonableness of the information provided, we will not perform an audit or independent verification of the information.

Harbridge will take all necessary steps to ensure that personal history data received from the Sponsor is kept strictly confidential and protected from inadvertent release to unauthorized third parties.

Assumptions

Economic and demographic assumptions and methods must be determined in order to complete the services outlined herein. The Sponsor will determine all assumptions and methods necessary to complete the actuarial valuation, and assume all responsibility for ensuring those assumptions and methods are reasonable and



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Service Agreement

appropriate. Harbridge will provide the Sponsor with guidance and information necessary to assist in the determination of all assumptions and methods required.

Report

The information contained in our report(s) will be prepared for the internal use of the Sponsor and its auditors in connection with our actuarial valuation(s). It is not intended, nor necessarily suitable, for other purposes. Harbridge has no responsibility to update the report(s) for events and circumstances occurring after the date of the report(s).

Fees

We will automatically invoice the Sponsor according to the following schedule or in a manner mutually agreed upon.

Data request sent to Sponsor	25%
Sponsor returns data request	50%
Valuation results sent to Sponsor	25%

The annual fees for the services outlined are as follows:

❖ City of Newburgh Postretirement Health Care Benefits Plan Fiscal Year 2010 full valuation	\$ 8,300
❖ City of Newburgh Postretirement Health Care Benefits Plan Fiscal Year 2011 interim valuation	\$ 2,000

If complete and accurate data is not received in the format requested or by the due date required to appropriately staff the engagement and complete the work in the mutually agreed upon timeframe, our fee will be adjusted to reflect the additional time spent and allocated resources.

In the event that the scope of the project changes, we will notify you promptly and obtain your concurrence regarding the revised scope and the payment of any additional monies/fees before proceeding. Our fee estimate does not encompass additional work that the Sponsor may ask us to complete.

Terms of Engagement

1. Entire Agreement
These Terms of Engagement to Provide Human Resource Consulting Services and the engagement letter to which they are attached (collectively, the "Agreement") constitute the entire agreement between the client to whom such engagement letter is addressed and any other legal entities referred to therein ("Client" or "you") and Harbridge Consulting Group LLC, a State of New York limited liability corporation ("Harbridge Consulting Group," "we" or "us"), regarding the services described in the engagement letter.
2. Responsibilities of the Client



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Service Agreement

In circumstances where the Client is a business entity, the Client agrees to identify those individuals authorized to request services from Harbridge Consulting Group under the terms of this Agreement. Individuals authorized to request services agree to identify the purpose of the services, and identify for whom the services are to be performed (e.g., the corporation, an employee, a director) at the time the services are requested.

A fundamental term of this Agreement is that the Client will provide us with all information relevant to the services to be performed and to provide us with any reasonable assistance as may be required to properly perform the engagement. The Client agrees to bring to our attention any matters that may reasonably be expected to require further consideration to determine the proper treatment of any relevant item. The Client also agrees to bring to our attention any changes in the information as originally presented as soon as such information becomes available. Client acknowledges that it retains all management responsibilities related to judgments and decisions regarding the Client's financial or business matters.

Unless otherwise indicated, any returns, reports, letters, written opinions, memoranda, etc. delivered to the Client as part of the services ("Deliverables") are solely for the Client and are not intended to nor may they be relied upon by any other party ("Third Party").

3. Responsibilities of Harbridge Consulting Group

We will perform our services on the basis of the information you have provided and in consideration of the applicable federal, foreign, state or local tax laws, regulations and associated interpretations relative to the appropriate jurisdiction as of the date the services are provided. Tax laws and regulations are subject to change at any time, and such changes may be retroactive in effect and may be applicable to advice given or other services rendered before their effective dates. We do not assume responsibility for such changes occurring after the date we have completed our services.

Some of the matters on which we may be asked to advise the Client may have implications to other persons or entities. However, we have no responsibility to these persons or entities unless we are specifically engaged to address these issues to such persons or entities, and we agree to do so in writing.

We will discuss with Client any issues of which we are aware that we believe may subject the Client to penalties and discuss with Client possible courses of action to avoid the imposition of any penalty. We are not responsible for any penalties imposed for positions that have been discussed with Client where we recommended a course of action to avoid penalties and the Client elected not to pursue such course.

Harbridge Consulting Group is not responsible for any penalties assessed against the Client as the result of the Client's failure to provide us with all the relevant information relative to the issue under consultation. Furthermore, the Client agrees to reimburse Harbridge Consulting Group for any penalties imposed on Harbridge Consulting Group or its staff, as the result of the Client's failure to provide such information.

4. Electronic Communications



Harbridge Consulting Group, LLC

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Service Agreement

In performing services under this Agreement, Harbridge Consulting Group and/or Client may wish to communicate electronically either via facsimile, electronic mail or similar methods (collectively, "E-mail"). However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, we shall regard your acceptance of this Agreement as including your consent to use E-mail. All risks related to your business and connected with the use of E-mail are borne by you and are not our responsibility.

Both parties will carry out procedures to protect the integrity of data. In particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching or otherwise using any documents, whether received by E-mail or on disk or otherwise.

5. Engagement Limitations

Except as may be specified in this Agreement, we will not audit or otherwise verify the information supplied to us, from whatever source, in connection with this engagement.

As you are aware, tax returns and other filings are subject to examination by taxing and regulatory authorities. We will be available to assist the Client in the event of an audit of any issue for which we have provided services under this Agreement. However, unless otherwise indicated, our fees for these additional services are not included in our fee for the services covered by this Agreement.

We will not be prevented or restricted by anything in this Agreement from providing services for other clients.

In the course of our engagement, certain communications between Client and Harbridge Consulting Group may be subject to a confidentiality privilege. Client recognizes that we may be required to disclose such communications to federal, state and international regulatory bodies; a court in criminal or other civil litigation; or to other Third Parties, including Client's independent auditors, as part of our professional responsibilities. In the event that we receive a request from a Third Party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify you. We agree to cooperate with Client in any effort to assert any privilege with respect to such information, provided Client agrees to hold Harbridge Consulting Group harmless from and be responsible for any costs and expenses resulting from such assertion.

6. Disassociation or Termination of Engagement

Either party may terminate this Agreement upon written notice to the other party. In the event of termination, Client will be responsible for fees earned and expenses incurred through the date termination notice is received.

7. Limitation of Liability

All services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this Agreement. Harbridge Consulting Group makes no other representation or warranty regarding either the services to be provided or any Deliverables; in particular, and without



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Service Agreement

limitation of the foregoing, any express or implied warranties of fitness for a particular purpose, merchantability, warranties arising by custom or usage in the profession, and warranties arising by operation of law are expressly disclaimed.

In no event, unless it has been finally determined that Harbridge Consulting Group was grossly negligent or acted willfully or fraudulently, shall Harbridge Consulting Group be liable to the Client or any of its officers, directors, employees or shareholders or to any other third party, whether a claim be in tort, contract or otherwise for any amount in excess of the total professional fee paid by you to us under this agreement for the particular service to which such claim relates. In no event shall Harbridge Consulting Group be liable for any special, consequential, indirect, exemplary, punitive, lost profits or similar damages, even if we have been apprised of the possibility thereof.

8. Indemnification

Client agrees to indemnify and hold harmless Harbridge Consulting Group and its personnel from any and all Third-Party claims, liabilities, costs, and expenses, including reasonable attorneys fees, arising from or relating to the services under this Agreement, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of Harbridge Consulting Group relating to such services.

9. Resolution of Differences

In the unlikely event that differences concerning this Agreement should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, Harbridge Consulting Group and the Client agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

10. Other Provisions

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. All terms and conditions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination and remain in full force, including but not limited to the terms and conditions concerning payments, warranties, limitations of liability, indemnities, and resolution of differences. If any provision of this Agreement, including the Limitation of Liability clause, is determined to be invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

This Agreement will be governed by the laws of the State of New York.

Reference Authorization

By agreeing to the terms of this Agreement and signing below, you also authorize Harbridge to use the Sponsor as a reference (*either written or verbal*) with respect to this Agreement, unless you specifically request otherwise.



Harbridge Consulting Group, LLC

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Service Agreement

Acceptance of Agreement

We agree with the terms set forth in this Agreement; including the use of the Sponsor as a reference for Harbridge unless otherwise noted below:

Harbridge Consulting Group, L.L.C.

	Vice President	10/8/2009
Signature	Title	Date

City of Newburgh

Authorized Representative Signature	Title	Date
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____ Initial here if you do NOT want Harbridge to use the Sponsor as a reference for this engagement.

RESOLUTION NO.: 227 - 2010

OF

OCTOBER 18, 2010

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH COMPLUS DATA INNOVATIONS,
INC.
FOR MUNICIPAL PARKING SERVICES AND RELATED EQUIPMENT

WHEREAS, the City of Newburgh has requested proposals regarding Municipal Parking Services and Related Equipment; and

WHEREAS, proposals have been duly received and reviewed and it has been determined that Complus Data Innovations, Inc. ("COMPLUS") has submitted the proposal that would most benefit the City of Newburgh; and

WHEREAS, a copy of the Request for Proposals and the agreement with COMPLUS is attached hereto and made a part of this resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with Complus Data Innovations, Inc. in accordance with the attached proposal with all such terms and conditions as may be required by the Corporation Counsel for the Municipal Parking Services and Related Equipment.

Richard Herbek remarked that this is for a comprehensive parking program. This company is going to provide the city with technologically advanced solutions for parking services. He has had experience with it in other municipalities with much success.

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

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

ADOPTED

#227

REQUEST FOR PROPOSALS FOR MUNICIPAL PARKING SERVICES AND RELATED EQUIPMENT

Proposals were duly advertised in the City's official newspapers on Tuesday, August 3rd and Wednesday, August 4th accordingly to each papers' respective publish date.

Proposals were due to the City Comptroller on Thursday, August 26, 2010 at 11:00 a.m. Addenda was issued on August 17, 2010 in the form of Addendum No. 1 and mailed certified with return receipt requested.

The following vendors were sent a copy of the RFP and Addendum No. 1:

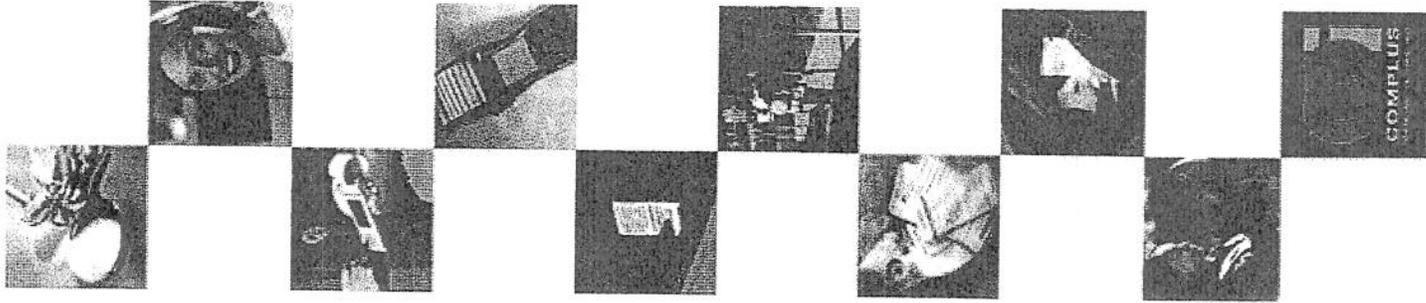
1. Law Enforcement Systems from Long Island City, NY
2. Complus Data Innovations, Inc. from Tarrytown, NY
3. Parking Ticket Collections from N. Mount Vernon, NY
4. Standard Parking from New York, NY
5. impark from New York, NY
6. MAPCO Auto Parks Ltd. from Rochester, NY
7. Park America, Inc. from Bala Cynwyd, PA
8. Propark America, Hastings-on-Hudson, NY
9. Prime Vendor, Inc. from Wilmington, NC
10. NetTech Solutions from Rock Hill, SC
11. Ampco System Parking from Cleveland, OH
12. LAZ Parking from New York, NY
13. Duncan Solutions, Inc. from Milwaukee, WI
14. Access Technology Integration, Inc. from Wynantskill, NY
15. iParq from San Diego, CA
16. Structure Works, Inc. from Dover Plains, NY
17. Aparc Systems Ltd. from San Francisco, CA
18. Affiliated Computer from Mohnton, PA
19. Republic Parking System from Springfield, MA
20. ParkTrak, Inc. from Spokane, WA
21. Seven One Seven Parking Enterprises from Tampa, FL

Proposals were opened and read aloud by Dwight Hadley, Financial Consultant, on August 26, 2010 at 1:30 p.m. Three proposals have been received by the following vendors:

1. Complus Data Innovations, Inc.
2. iParq
3. NetTech Solutions

Receipt of addenda is on file for the three vendors that have submitted proposals.

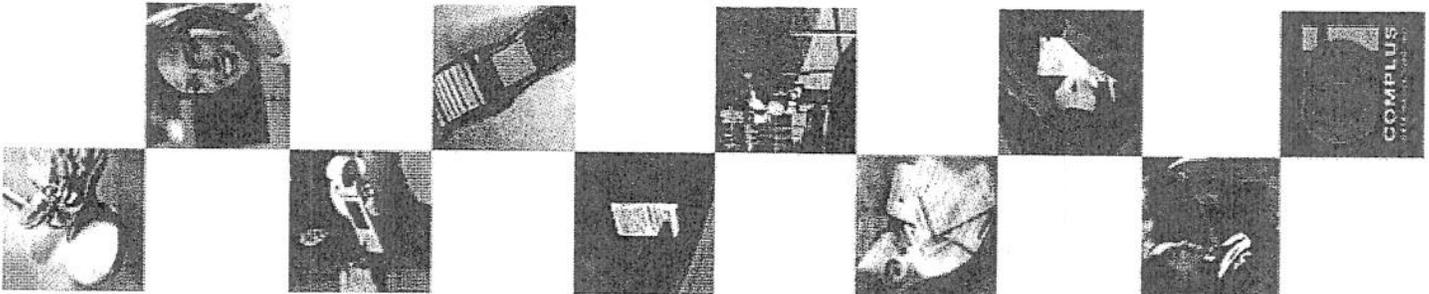
Proposals were sent out on August 31st via memorandum to Marie Gida, Glenn Kurcon and Donna Rickey for review and comment. Further discussion will take place on Thursday, September 23rd at 10:00 a.m. in Council's Chambers.



Complus Data Innovations, Inc.

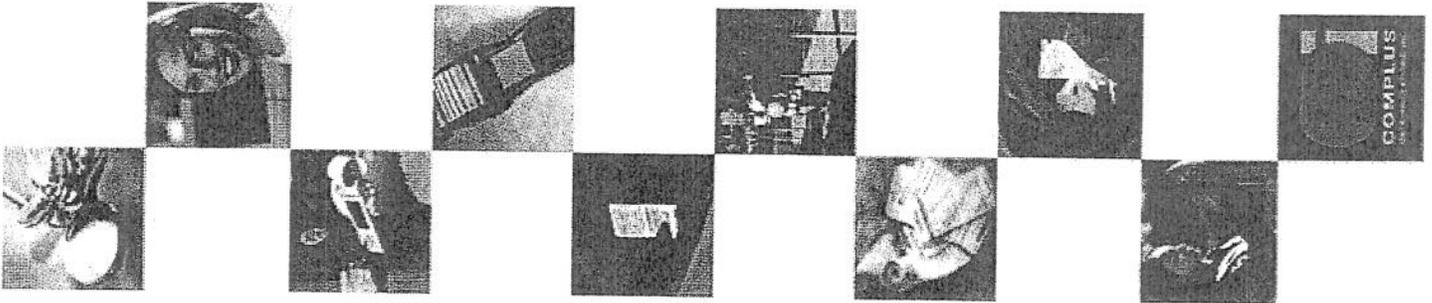
September 23, 2010

A Presentation for
The City of Newburgh, NY



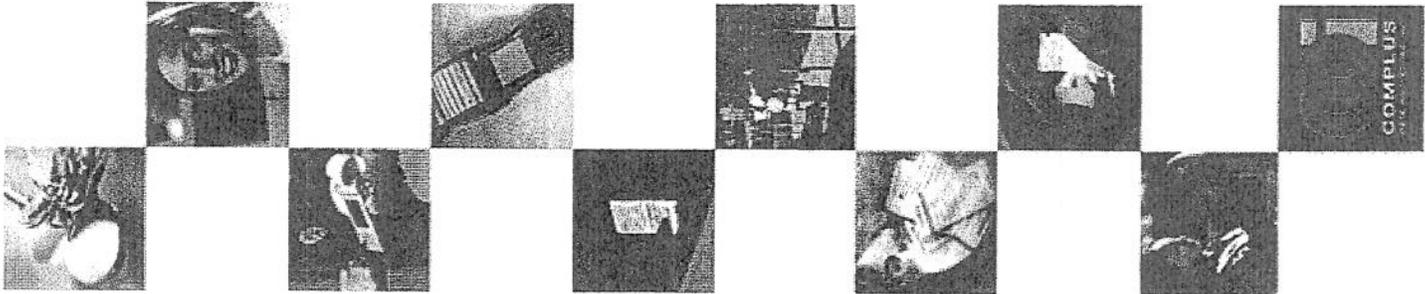
WHO WE ARE

- 25 Years of Experience in the Industry.
- Full-service, Outsourcing Specialists.
- Largest Parking Ticket Management company on the East Coast and one of the largest in the Country.
- Revenue Generating Specialists, providing collection rates of up to 96%.



WHO WE SERVE

- Complus services over 150 clients throughout the United States, including 66 in the State of New York alone.
- Our client list includes:
 - City of Albany, NY
 - City of Binghamton, NY
 - City of Kingston, NY
 - City of New Rochelle, NY
 - City of Poughkeepsie, NY
 - City of Saratoga Springs, NY
 - Village of Scarsdale, NY
 - City of White Plains, NY
 - City of Ann Arbor, MI
 - City of Hartford, CT
 - City of Sarasota, FL



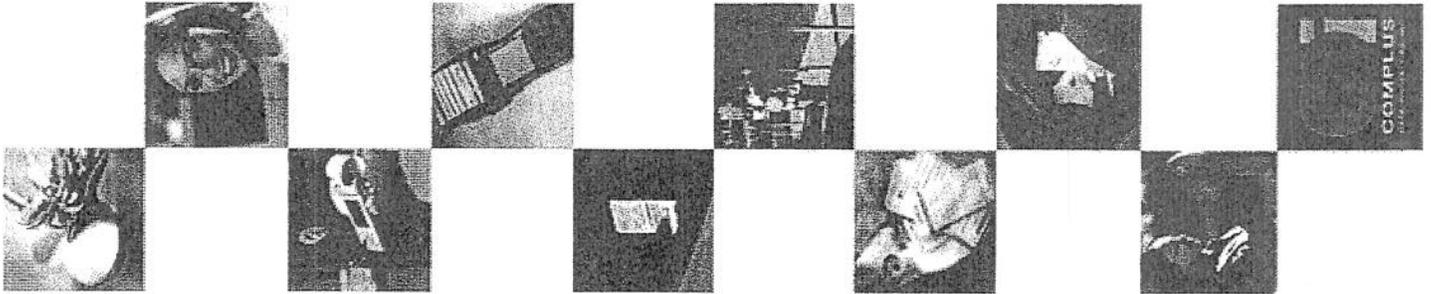
COMPLUS STRENGTHS

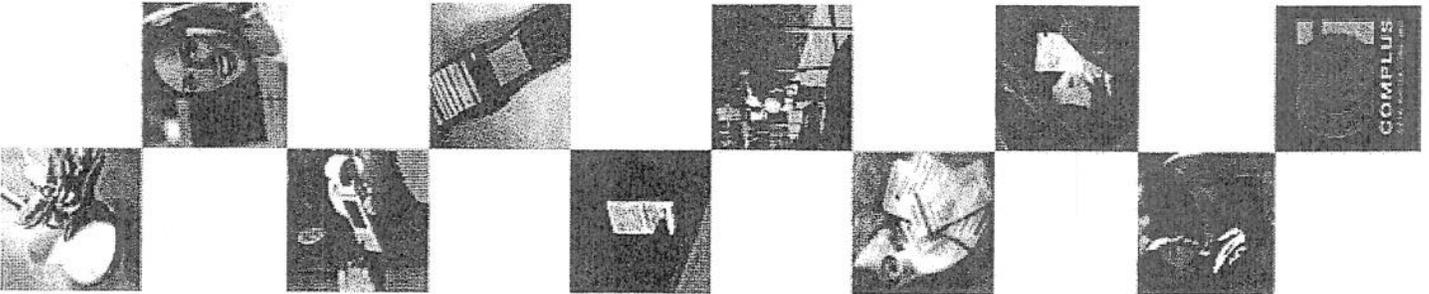
- All Operations run from Headquarter Office
- Access to the New York State DMV & Experience in the State
- Staff of 30 Dedicated to Client Service
- Onsite Training and Re-Training
- User-Friendly On-Line System
- Software Upgrades at No Charge!

COMPLUS SERVICES

Complus has the Most Comprehensive Support Program Including:

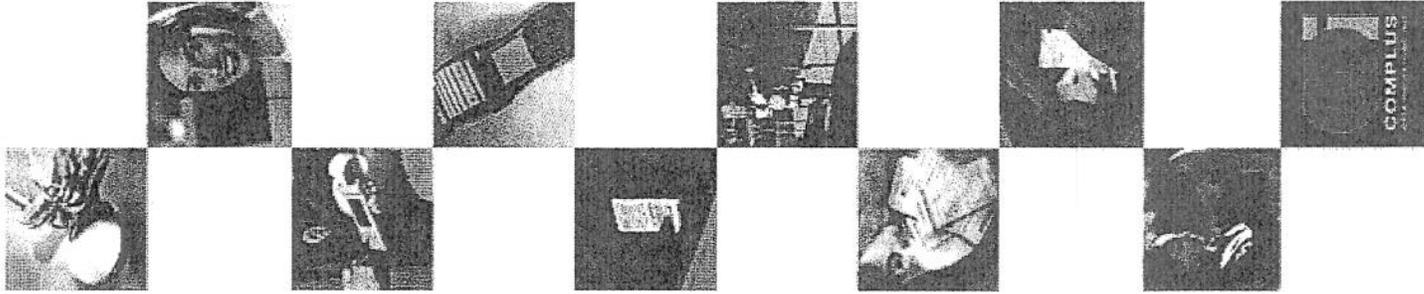
- Hardware Installation
- Onsite Training and Re-training
- Constant Monitoring and Evaluation of Collection Results
- Help Desk Personnel
- Onsite Support for Hardware & Software
- Data Entry, Payment Processing & Customer Service Call Center





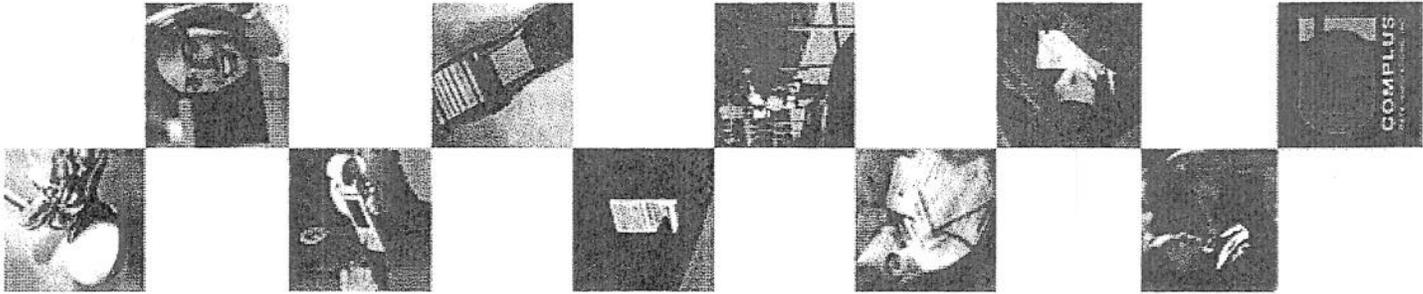
COMPLUS SERVICES

- Customized Noticing
- Management Reports
- Ad Hoc Reports
- Permit Program Completely Integrated with Parking Ticket System



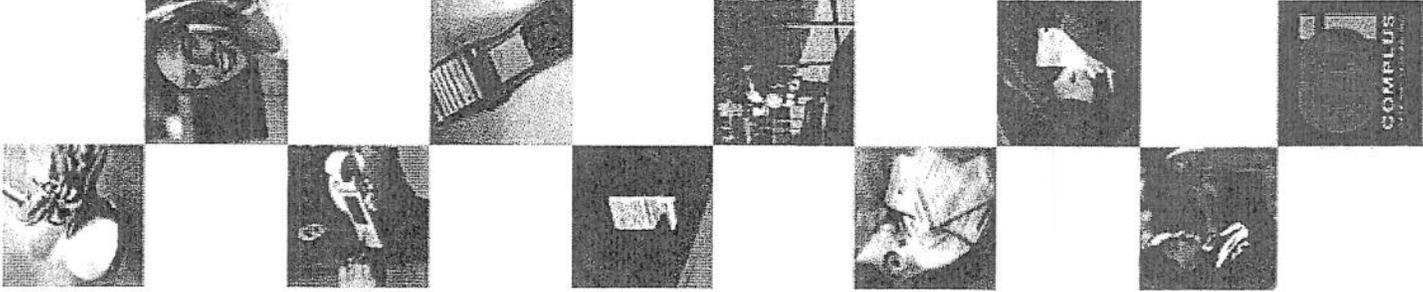
FastTrack™ Version 6.1

- Comprehensive Proprietary Software to Manage and Track the Entire Ticket Flow Process
- Allows for Manual or Electronic Ticket Entry
- Provides Access at Multiple Locations
- Easy to Use
- Full Cashiering Capabilities
- Individual User ID's and Passwords
- Complete Audit Trail On-line



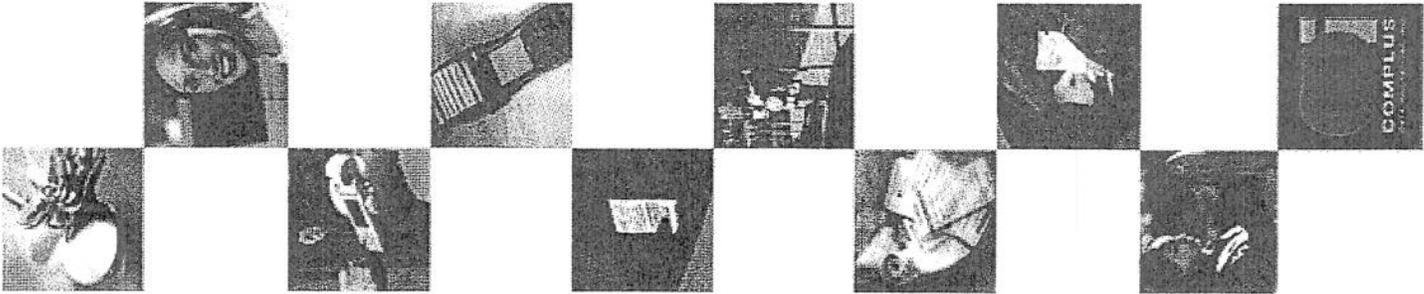
SYSTEM DELIVERY & ARCHITECTURE

- The Complus *FastTrack*[™] Software is a vendor hosted, web-based application.
- Client workstations communicate with the parking ticket database using a web browser.
- Citrix® software is installed on local PCs.
- System updates & changes happen in real-time.
- Complus will work closely with IT staff for implementation & system maintenance.



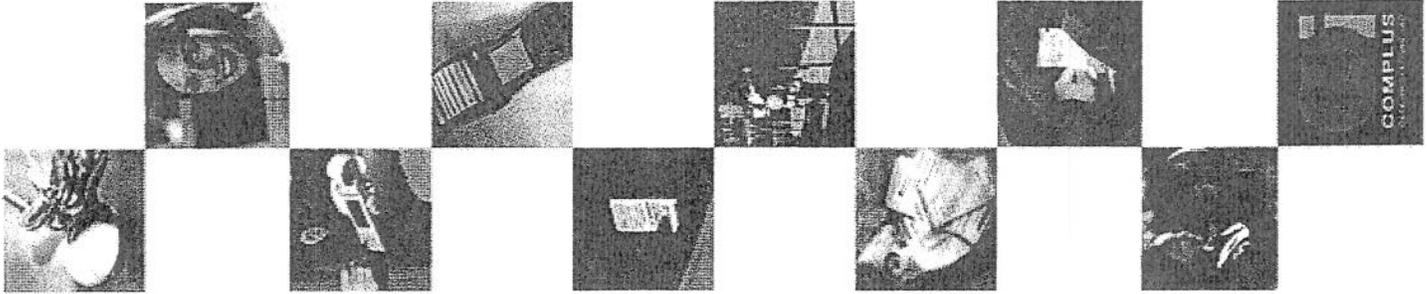
CUSTOMER SERVICE

- Public will have access to a toll-free number for all parking ticket inquiries from 8:30 -5:00 each day.
- Any complaints will be documented and forwarded to City both via telephone and in writing.
- In addition, a customized recorded message will provide information about how to pay and contest citations.
- Hearing requests will also be processed by Complus.



COURT SCHEDULING

- Complus will coordinate the scheduling, tracking and provide support services for the Court review/hearing process.
- Court review/ hearing requests will be entered within 2 business days.
- As instructed, Complus will forward all inquiries to designated City/Court representative.
- Hearing schedules are available for review through **FastTrack™**.

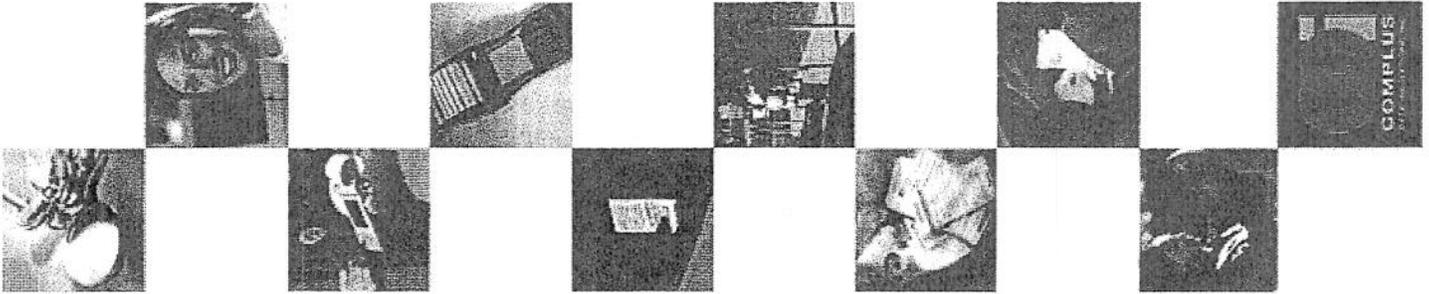


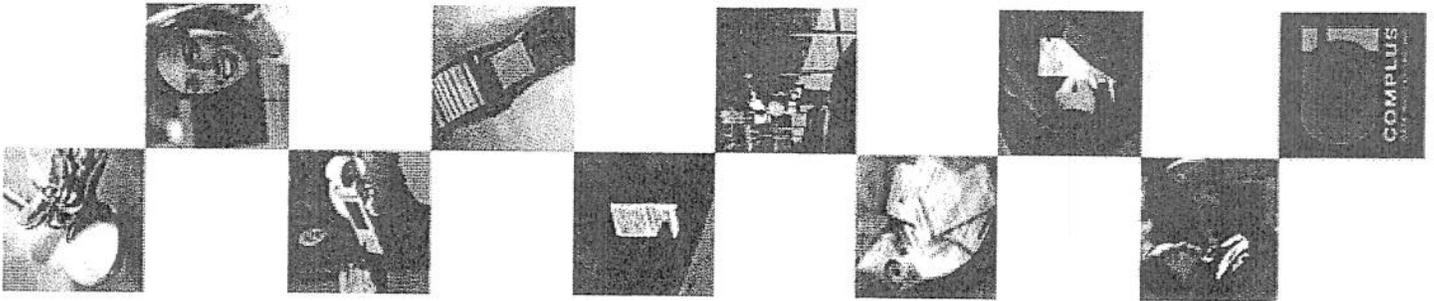
STATE OF THE ART HARDWARE

- At no up-front cost, Complus provides you with the newest equipment available. We maintain, upgrade and replace all equipment as necessary.
- There are no separate maintenance or support contracts with Complus.

HANDHELD COMPUTERS

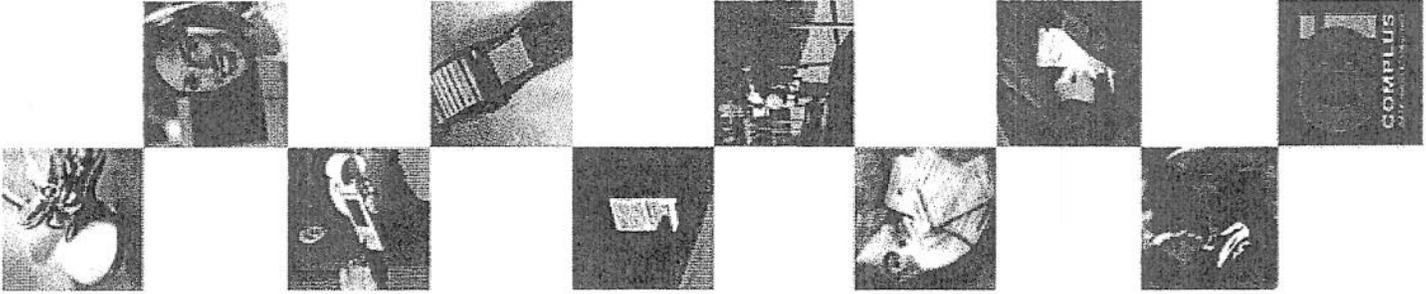
- Complus provides you with state of the art handheld ticket writers.
- Complus also provides dedicated support from our on-call personnel for all handheld related issues.
- Complus' Handheld Replacement Policy guarantees that the handheld units will be replaced every 36 months!





DMV LOOKUP SERVICE

- Complus has direct, verifiable nationwide DMV access, including the District of Columbia.
- We do not outsource this function or gather our information through third party sources.
- Out-of-state shouldn't mean out-of-reach.
- Complus will serve as the intermediary to the New York State Scofflaw Program for vehicle registration holds.



AUTOMATED DELINQUENT NOTICING PROGRAM

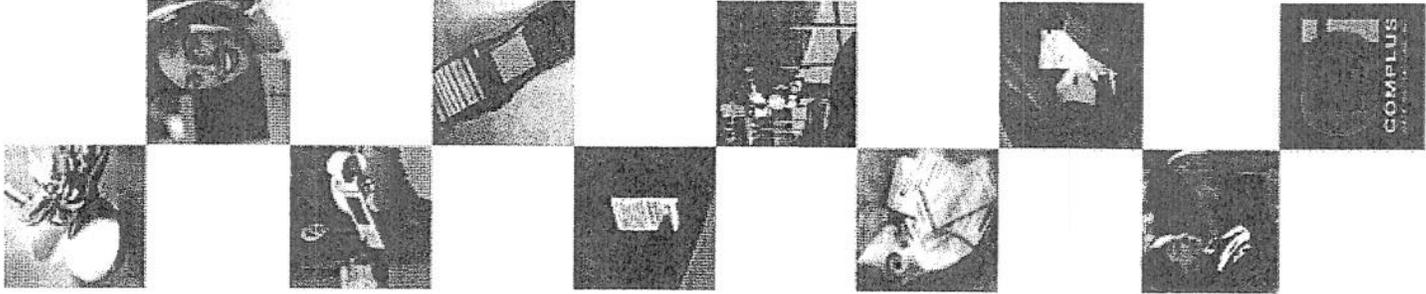
- Fully Automated Process
- First Class Presort for Reduced Postage Expense
- C.A.S.S. Certification
- Zip+4 Information
- Address Standardization for Improved Delivery, Accuracy and Improved Overall Collection Results

WEB-BASED & PHONE-BASED PAYMENT SYSTEMS

- Violator Makes Payment using Complus Technology
- Credit Cards Accepted for Payment via Internet/
Phone
- All Payments Posted in Real-Time
- Payments can be made Around the Clock, 7 Days a
Week
- Spanish Speaking Phone Option will be Available
- Reduced Traffic at Collection Windows
- **City gets credited 100% of ticket value!**

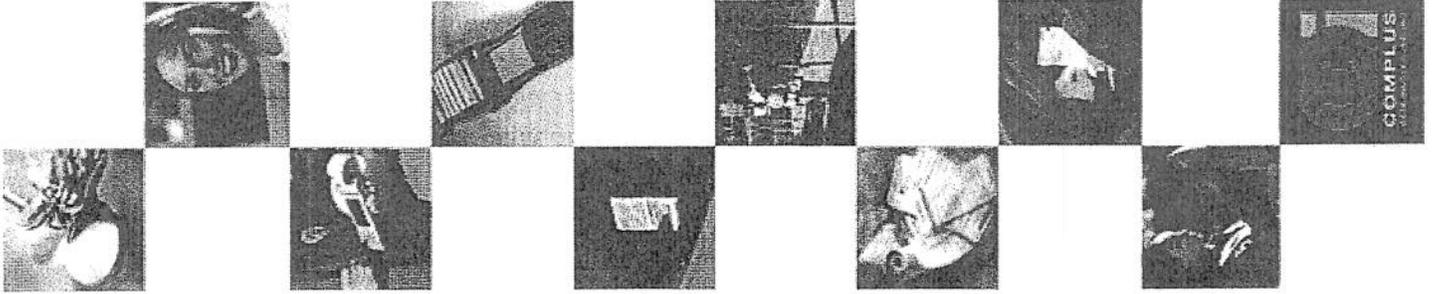


COMPLUS
BY TELEPHONE SYSTEMS, INC.



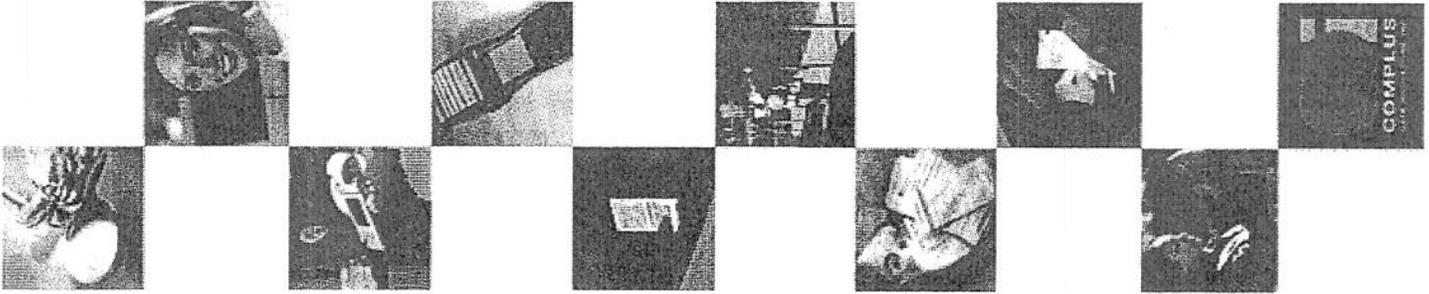
PERMIT MANAGEMENT

- The City will have the ability to track the sale and distribution of any issued parking permits or vehicle stickers.
- Cash received for these items will be recorded separately in the **FastTrack™** software.
- All permit and vehicle sticker data cross references the parking ticket database.
- This module will add more teeth to the collection process for the City.



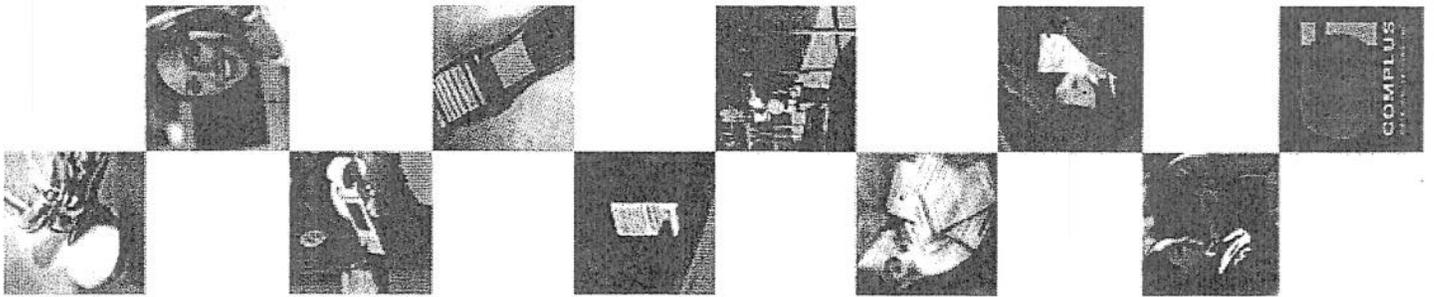
CITATION APPEALS

- All violator appeals will be tracked through the Complus **FastTrack™** Software.
- City personnel will be trained on this feature.
- Hearing schedules can be established & viewed in the **FastTrack™** Software.
- Hearing notices will be generated in a prescheduled format by Complus.



TICKETVIEW SYSTEM

- Creates digital images of tickets on the Complus **FastTrack™** Software.
- Images can be archived on CD for off-site storage.
- Ticket images can be displayed, printed, faxed or emailed.
- Reduces physical storage requirements for paper tickets.

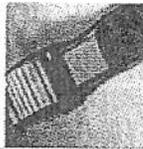


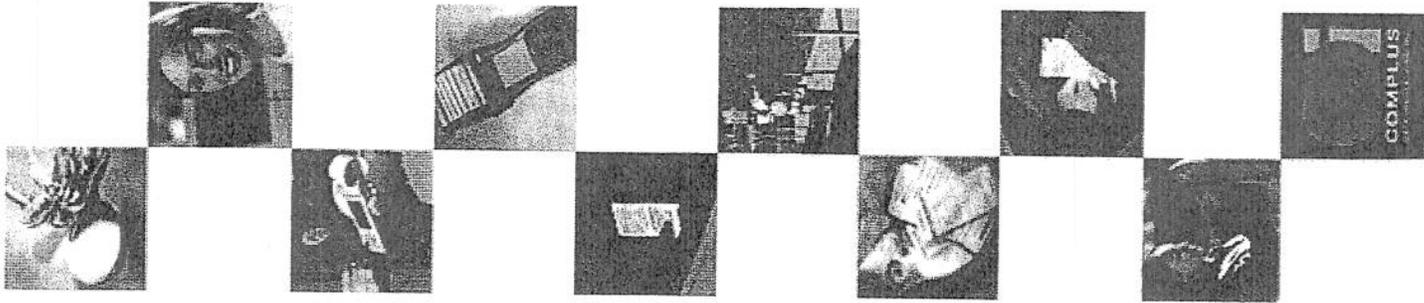
CORRESPONDENCE SYSTEM

- Pre-formatted Form Letters Available on the Complus **FastTrack™** Software
- Laser Image Quality
- Printed Onsite On-demand
- Full History and Audit Log
- Ready to Mail

What are the benefits of outsourcing with Complius versus in-house management?

- Involves No Up-Front Costs
- Ongoing Hardware/ Software Upgrades
- Initial & Ongoing Training
- No Maintenance Costs
- Adds Experts to Your Staff
- Allows Your Efforts to Focus on Core Job Responsibilities

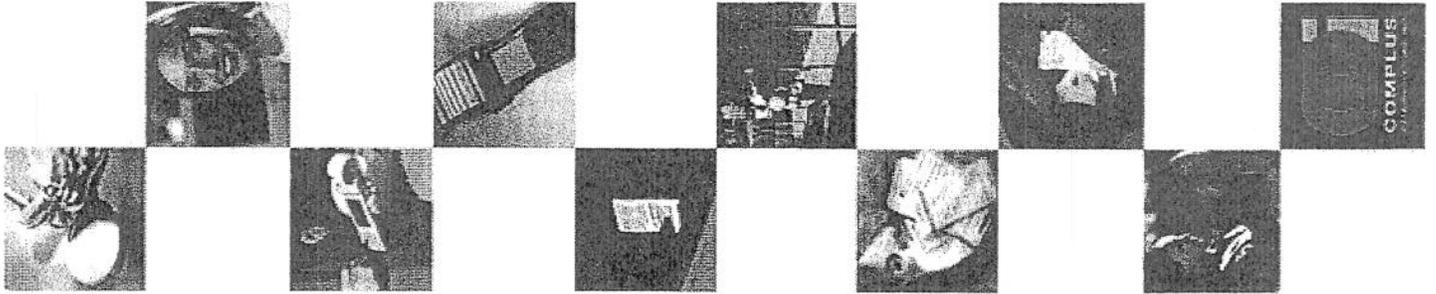




SUMMARY

Complus Data Innovations is Your Full Service Vendor:

- A Single Source for ALL of Your Parking Ticket Management Needs
- Highest Collection Rates in the Industry
- Personalized & Friendly Customer Service
- No Additional Costs for Upgrades
- Robust Software/ Hardware Solutions
- Nationwide DMV Access
- Unmatched Experience with New York DMV and Clients
- Attentive, Superior, Customer Service
- Technologically Advanced Solutions



Complus Data Innovations, Inc.

***"The Total Solution for All
of Your Parking Ticket
Management Needs"***

AGREEMENT BY AND BETWEEN
THE CITY OF NEWBURGH, NEW YORK (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

DATED: SEPTEMBER 23, 2010

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2010 by and between Complus Data Innovations, Inc (COMPLUS), with offices at 560 White Plains Road, Tarrytown, New York 10591 and the City of Newburgh, New York (CLIENT), with offices at 83 Broadway, Newburgh, New York 12550 for the processing of parking tickets using the **FastTrack™** Parking Ticket Management System (**FastTrack™**). The Terms and Conditions are as follows:

1. COMPLUS will provide all equipment listed on Schedule I, attached to this Agreement. CLIENT will promptly acknowledge, on the form attached as Exhibit A, receipt of all such equipment and that such equipment is in good working order. This equipment is for the sole purpose of providing access to **FastTrack™**. The CLIENT acknowledges that this equipment is the property of COMPLUS and agrees to exercise reasonable care of said equipment while in its possession. Any handhelds that become lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at the cost of \$4,500.00 per unit. All handheld equipment listed on Schedule I will be replaced and upgraded every 36 months during the life of this Agreement, under COMPLUS' 36-month Equipment Replacement Policy.
2. COMPLUS will be responsible for the maintenance, repairs, and replacement of said equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect, or misuse of the equipment (including without limitation a repair arising from or in connection with software other than software provided by COMPLUS and/or use of the equipment for other than **FastTrack™** use) shall be made at the sole expense of the CLIENT. All expenses related to the repair or replacement of equipment which is required as the result of an accident, neglect, or misuse, will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of said equipment, along with shipping expenses, travel expenses if required, and labor costs. Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
3. Repairs to equipment and/or reinstallation and/or modification of software which are required as a result of changes or modifications made by the CLIENT, shall be made at the sole expense of the CLIENT. This includes, but is not limited to the actual cost of the repair or replacement of said equipment, along with shipping expenses, travel expenses if required,

and labor costs. These costs and expenses must be pre-approved by the CLIENT and conform to CLIENT'S billing practices.

4. Additional services requested by the CLIENT that are not described in this Agreement must be submitted in writing by the CLIENT. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by the CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional equipment, installation of additional sessions, CLIENT requested software modifications and/ or relocation of equipment.
5. COMPLUS will provide remote access to its computer via a web-based application that utilizes Citrix technology. Access time will be 22 hours per day, seven days a week. The System will be unavailable due to daily maintenance-from midnight until 2:00 a.m. Eastern Time. COMPLUS will not be responsible for any downtime arising in connection with the internet service provider, Utilities Company and/or the CLIENTS' internal network.
6. COMPLUS will be responsible for the entry of all handwritten parking tickets that are forwarded by the CLIENT for processing. COMPLUS will also be responsible for the processing of mail-in payments (to an established PO Box) on behalf of the CLIENT; in addition to answering customer service phone calls on behalf of the CLIENT on a dedicated toll-free phone number - Monday through Friday, 8:30 AM to 5:00 PM. The CLIENT will be responsible for all other functions including the updating and disposition of all tickets, as well as any other related on-line functions. Furthermore, the CLIENT will be responsible for the processing of any walk-in payments. COMPLUS is not responsible for the validity of any information provided to it, including without limitation to the information on the tickets.
7. COMPLUS will provide CLIENT with access to the computer software needed to process all parking ticket information. COMPLUS agrees to maintain **FastTrack™** and revise the software, as required, to conform to all federal, state and local laws and regulations. COMPLUS certifies that in addition to nightly tape backups, their data center is mirrored off-site for Disaster Recovery Purposes.
8. COMPLUS will furnish the CLIENT with digital copies of various reports and mailings including the following:
 - Year-to-Date Disposition of Tickets
 - Delinquent Notices for Outstanding Tickets for the State of New York and Out-of-State Residents
 - Final Delinquent Notices
 - Officer and PEO Performance Reports
 - Permit Reports
 - Audit Reports
 - Daily and Monthly Cash/Dismissal Reports
 - Year-to-Date Active Scofflaw Report
9. As requested by the CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of New York plates and

Out-of-State plates (to the extent allowed by each State's DMV) to the last known registered owners(s). CLIENT will be responsible for postage of said notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in the notices that will be sent on behalf of CLIENT under this Agreement. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations.

10. Throughout the term of this Agreement, COMPLUS agrees to provide on-site training for **FastTrack**[™]. COMPLUS will provide reference manuals describing the features and operations of **FastTrack**[™]. COMPLUS shall provide updates to the system as they become available. Throughout the term of this Agreement, assistance will be available from field supervisors and by telephone at no charge to the CLIENT during the hours of 8:30 AM to 5:00 PM ET, Monday through Friday (with the exception of all state and nationally recognized holidays).
11. The CLIENT agrees to indemnify and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies or lawsuits brought against COMPLUS and/ or the CLIENT by third parties in any way related to COMPLUS' service and/or this Agreement; except where said claims, controversies or lawsuits are the results of negligence, gross negligence or willful misconduct on the part of COMPLUS. This provision survives the termination of this Agreement.
12. COMPLUS agrees to indemnify and hold harmless the CLIENT, its officers, agents, and employees from any claims controversies or lawsuits brought against COMPLUS and/or the CLIENT by third parties in any way related to COMPLUS' services and/or this Agreement, except where said claims, controversies or lawsuits are the results of negligence, gross negligence or willful misconduct on the part of the CLIENT. This provision survives the termination of this Agreement.
13. The CLIENT agrees to the following fee schedule for the use of **FastTrack**[™]. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

FEE SCHEDULE:

- 13.5% of all State of New York Parking Ticket Collections.
- 13.5% of all Out-of-State Parking Ticket Collections (includes Out-of-State DMV Fees for Registration Information Searches).

Warning Tickets: In the event that the CLIENT elects to issue warning tickets, COMPLUS will bill the CLIENT \$1.45 for each warning ticket in excess of 1% of the tickets issued during the prior calendar year.

DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to the CLIENT, and the CLIENT agrees to pay COMPLUS, any increases charged by the various Department of Motor Vehicle agencies to provide registered owner's names and addresses after the first year of this contract.

Web-based Payments: COMPLUS' program allows internet-based access to **FastTrack™** for the purpose of allowing the CLIENT's violators to view and pay their parking tickets online via credit cards.

COMPLUS has developed and programmed the website and is solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of New York laws and rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD, and Discover.

Convenience Fee Schedule for Online Parking Ticket Payments

\$3.50 per parking ticket/ code violation being paid via the web-based or IVR Interface.

The term "Convenience Fee" as referenced in this Agreement is a fee paid by the end user of the online payment service for parking ticket payment transactions.

In the event that any such change is material, COMPLUS may change this convenience fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and the CLIENT will only be responsible for the following:

- a. To allow chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables, and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in **FastTrack™** and become subject to further collection efforts.

COMPLUS will send the funds from this account on a weekly basis for the transactions processed during the preceding seven days to the CLIENT.

14. The Term and Conditions of the Agreement will remain in effect for a period of THREE (3) years from the date (the "Effective Date") on which COMPLUS signs this Agreement. On the third anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions. If either the CLIENT or COMPLUS does not wish for any such renewal, it must notify the other party in writing of its intention not to renew no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten

(10) days of the termination of the Agreement all handhelds and other equipment, peripherals, manuals and all other materials provided to CLIENT, all of which shall be returned to COMPLUS in good working order. In the event of termination, and providing that there are no outstanding invoices and the CLIENT has returned all equipment in good working order, the CLIENT would be provided with a computer file at no cost.

15. Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that the information provided by the CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets, shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including but not limited to marketing, sales, solicitations, collection agencies and/or credit bureaus. This paragraph shall survive termination.
16. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by the CLIENT.
17. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New York without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in Westchester County, New York. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and disbursements.
18. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.
19. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.
20. Any claim that can be brought by the CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim.

21. This instrument contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.
22. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

The signing of the enclosed copy and returning to COMPLUS will indicate the CLIENT'S acceptance of this Agreement, and the Terms and Conditions contained therein.

Accepted by:

COMPLUS DATA INNOVATIONS, INC.

CITY OF NEWBURGH, NY

Name:

Name:

Title:

Title:

Date:

Date:

SCHEDULE I
TO THE
AGREEMENT BY AND BETWEEN
THE CITY OF NEWBURGH, NEW YORK (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

DATED: SEPTEMBER 23, 2010

The following equipment will be provided to the CLIENT for the sole purpose of providing access to ***FastTrack***[™].

- One (1) PC workstation
- One (1) Laser Printer
- Two (2) Cash Register Drawers
- Two (2) Receipt Printers
- Two (2) Barcode Readers
- Seven (7) One-piece handheld ticket writers including all necessary hardware peripherals
- Eight (8) Software licenses to COMPLUS' ***FastTrack***[™] System
- Handwritten and handheld parking ticket stock for the life of the contract

EXHIBIT A
TO THE
AGREEMENT BY AND BETWEEN
THE CITY OF NEWBURGH, NEW YORK (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

DATED: SEPTEMBER 23, 2010

The City of Newburgh, New York [CLIENT] hereby acknowledges receipt of all equipment listed on Schedule 1, and that such equipment is in good working order.

Dated: _____

THE CITY OF NEWBURGH, NEW YORK

By: _____

Name:

Title:

RESOLUTION NO.: 228 - 2010

OF

OCTOBER 18, 2010

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID
AND THE EXECUTION OF A CONTRACT WITH LAND REMEDIATION INC.
IN CONNECTION WITH THE BUILDING DEMOLITION,
TANK CLOSURE AND IMPACTED SOIL REMOVAL PROJECT
AT CITY OWNED PROPERTY LOCATED AT 350-352 LIBERTY STREET
WITH A BASE BID IN THE AMOUNT OF \$123,509.00
AND AN ALTERNATE BID NO. 1 OF \$14,530.00**

WHEREAS, 350-352 Liberty Street is one of five contaminated sites included in the Environmental Restoration Program (ERP”); and

WHEREAS, the City of Newburgh has duly advertised for bids for the building demolition, tank closure and impacted soil removal at City owned property located at 350-352 Liberty Street; and

WHEREAS, bids have been duly received and opened; and

WHEREAS, upon such review of the submitted bids it has been determined that the lowest responsible bidder is Land Remediation Inc; and

WHEREAS, as said property is part of the ERP the City will be reimbursed 90% of remedial onsite costs and 50% of building demolition costs by the Department of Environmental Conservation; and

WHEREAS, funding for such project shall be derived from the 2009 Bond Authorization H1.1440.0215.5400.2010; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Building Demolition, Tank Closure and Impacted Soil Removal Project be and is hereby awarded to Land Remediation Inc. for the base bid amount of \$123,509.00 and an Alternate No. 1 bid amount of \$14,530.00 to be provided from the 2009 Bond Authorization, H1.1440.0215.5400.2010, and that the City Manager is hereby authorized to enter into a contract for such work in this amount.

Councilwoman Bell desired to know where the money is coming from.

Mr. Herbek stated the City is being reimbursed. 90% of it will be for on-site costs associated with building and demolition. There are nine total tanks. This is all being funded by the New York State Department of Environmental Conservation (DEC).

Councilman Dillard asked when the work is slated to begin.

City Engineer Craig Marti responded it will occur within the next two weeks.

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

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

ADOPTED



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

TEL: (845) 569-9400

FAX: (845) 569-9700

MEMORANDUM

TO: City Council, Richard Herbeck, City Manager

FROM: Ian MacDougall, City Planner; Craig Marti, City Engineer; Ed Lynch, Planning and Development Director

DATE: September 28, 2010

RE: Building Demolition, Tank Closure and Impacted Soil Removal at 350-352 Liberty Street

The property at 350-352 Liberty Street is one of five contaminated sites included in the Environmental Restoration Program (ERP). The city benefits from the program by being reimbursed 90% of remedial onsite costs and 50% of building demolition costs. C T Male has determined there are 9 tanks buried on the site surrounded by a significant amount of contaminated soil. Additionally, the building on the site will be demolished as part of this project, while following NYS Industrial Code Rule for handling asbestos containing materials.

Project funding for the completion of this project was included in the Bond Authorization of 2009. The project budget is included in the Capital Project Budgets prepared by the Comptroller's office.

Recently staff advertised a bid for completion of the above noted work. There were six responses, which are summarized in the attachment. It is a practice of the ERP program to award the contract to the lowest responsive, responsible bidder, provided all basic requirements are met. It is also in the City's interest to award the work to the lowest bidder because the City is responsible for 10 percent of remediation costs and 50 percent of demolition costs. The lowest bidder complied with all the bid requirements as set forth in the bid documents. **Therefore, staff recommends awarding the demolition contract to the lowest responsive, responsible bidder Land Remediation Inc., of Averill Park, New York.**

In addition, the Department of Environment and Conservation (DEC) does not have any concern following their review of the bid responses as summarized in a summary spreadsheet and therefore supports staff recommendation of awarding the contract to the lowest bidder.

PROJECT: 350-352 Liberty Street ERP Site
 OWNER: City of Newburgh

BID DATE: 09/17/2010
 BID TIME: 11:00 AM
 BID OPENING LOCATION: City of Newburgh Engineer's Office
 CTM PROJECT NO: 10-1045

Base Bid

COMPARISON SECTION:

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Apparent Low Bidder		Tier Environmental LLC		Jupiter Environmental Services, Inc.		Stamford Wrecking Company		Aarco Environmental Services		Environmental Waste Minimizations Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$ 21,310.00	\$ 21,310.00	\$ 2,515.00	\$ 2,515.00	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,050.00	\$ 15,050.00	\$ 22,190.00	\$ 22,190.00
2	Site Preparation	1	LS	\$ 5,670.00	\$ 5,670.00	\$ 7,100.00	\$ 7,100.00	\$ 3,500.00	\$ 3,500.00	\$ 7,800.00	\$ 7,800.00	\$ 9,625.00	\$ 9,625.00	\$ 9,625.00	\$ 9,625.00
3	Abandon Monitoring Wells	1	LS	\$ 2,360.00	\$ 2,360.00	\$ 5,979.00	\$ 5,979.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00	\$ 1,500.00	\$ 1,500.00	\$ 3,300.00	\$ 3,300.00
4	Building Waste Consolidation, Characterization, Transportation and Disposal	1	LS	\$ 1,585.00	\$ 1,585.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,190.00	\$ 4,190.00
5	Building Demolition with Asbestos In-place, and Off-Site Disposal of Building Debris	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 54,500.00	\$ 54,500.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 49,000.00	\$ 49,000.00	\$ 41,940.00	\$ 41,940.00
C 6	Evacuation and Disposal of Liquids within Tanks, Hydraulic Lifts and Drainage Structure	10,000	GAL	\$ 1.25	\$ 12,500.00	\$ 0.85	\$ 8,500.00	\$ 1.62	\$ 16,200.00	\$ 1.40	\$ 14,000.00	\$ 1.10	\$ 11,000.00	\$ 1.69	\$ 16,900.00
7	Closure of AST (550 gallons or less) and Appurtenances by Removal	1	EA	\$ 1,295.00	\$ 1,295.00	\$ 875.00	\$ 875.00	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,100.00	\$ 2,100.00	\$ 1,930.00	\$ 1,930.00
8	Closure of UST (275 to 1,999 gallons) and Appurtenances	3	EA	\$ 1,356.00	\$ 4,068.00	\$ 2,415.00	\$ 7,245.00	\$ 2,500.00	\$ 7,500.00	\$ 5,700.00	\$ 17,100.00	\$ 3,600.00	\$ 10,800.00	\$ 2,455.00	\$ 7,365.00
9	Closure of UST (2,000 to 3,000 gallons) and Appurtenances	6	EA	\$ 1,270.00	\$ 7,620.00	\$ 2,845.00	\$ 17,070.00	\$ 2,400.00	\$ 14,400.00	\$ 7,520.00	\$ 45,120.00	\$ 4,800.00	\$ 28,800.00	\$ 2,715.00	\$ 16,290.00
10	Characterization, Transportation and Disposal of Tank Sludge from Cleanings	12	EA	\$ 308.00	\$ 3,696.00	\$ 180.00	\$ 2,160.00	\$ 340.00	\$ 4,080.00	\$ 500.00	\$ 6,000.00	\$ 285.00	\$ 3,420.00	\$ 395.00	\$ 4,740.00
11	Closure of Hydraulic Lift by Removal	2	EA	\$ 650.00	\$ 1,300.00	\$ 4,050.00	\$ 8,100.00	\$ 2,300.00	\$ 4,600.00	\$ 2,550.00	\$ 5,100.00	\$ 2,800.00	\$ 5,600.00	\$ 2,650.00	\$ 5,300.00
12	Closure of Floor Drain/Drainage Structure by Removal	1	EA	\$ 1,680.00	\$ 1,680.00	\$ 1,245.00	\$ 1,245.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,800.00	\$ 3,800.00	\$ 1,675.00	\$ 1,675.00
C 13	Off-site Transportation and Disposal of Clean Concrete	75	TON	\$ 33.00	\$ 2,475.00	\$ 25.00	\$ 1,875.00	\$ 24.00	\$ 1,800.00	\$ 16.00	\$ 1,200.00	\$ 54.00	\$ 4,050.00	\$ 32.20	\$ 2,415.00
C 14	Transportation and Disposal of Petroleum Impacted Concrete	50	TON	\$ 115.00	\$ 5,750.00	\$ 25.00	\$ 1,250.00	\$ 55.00	\$ 2,750.00	\$ 105.00	\$ 5,250.00	\$ 90.00	\$ 4,500.00	\$ 84.50	\$ 4,225.00
C 15	Transportation and Disposal of Asphalt	1	LS	\$ 1,217.00	\$ 1,217.00	\$ 500.00	\$ 500.00	\$ 8,000.00	\$ 8,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,400.00	\$ 1,400.00	\$ 9,195.00	\$ 9,195.00
C 16	Excavation, Stockpile, Load, Transportation and Disposal of Lead Contaminated Soil and Replace/Compact Clean Imported Backfill	75	TON	\$ 84.60	\$ 6,345.00	\$ 208.00	\$ 15,600.00	\$ 480.00	\$ 36,750.00	\$ 140.00	\$ 10,500.00	\$ 188.00	\$ 14,100.00	\$ 140.00	\$ 10,500.00
17	Supply, Place and Compact Clean Imported Backfill to Fill Tank Voids	1	LS	\$ 6,730.00	\$ 6,730.00	\$ 5,510.00	\$ 5,510.00	\$ 9,000.00	\$ 9,000.00	\$ 6,000.00	\$ 6,000.00	\$ 9,625.00	\$ 9,625.00	\$ 13,725.00	\$ 13,725.00
18	Decontamination and Waste Disposal	6	DR	\$ 318.00	\$ 1,908.00	\$ 180.00	\$ 1,080.00	\$ 300.00	\$ 1,800.00	\$ 500.00	\$ 3,000.00	\$ 150.00	\$ 900.00	\$ 715.00	\$ 4,290.00
	Subtotal:			\$ 123,509.00	\$ 123,509.00	\$ 143,104.00	\$ 143,104.00	\$ 145,880.00	\$ 145,880.00	\$ 173,470.00	\$ 173,470.00	\$ 177,530.00	\$ 177,530.00	\$ 179,995.00	\$ 179,995.00
C Add Alt No. 1	Alternate No. 1 Excavation, Transportation and Disposal of Petroleum Contaminated Soil, and Replace /Compact Clean Imported	200	TON	72.65	\$ 14,530.00	168.00	\$ 33,600.00	120.00	\$ 24,000.00	140.00	\$ 28,000.00	175.00	\$ 35,000.00	168.00	\$ 33,600.00
	Subtotal:			\$ 14,530.00	\$ 14,530.00	\$ 33,600.00	\$ 33,600.00	\$ 24,000.00	\$ 24,000.00	\$ 28,000.00	\$ 28,000.00	\$ 35,000.00	\$ 35,000.00	\$ 33,600.00	\$ 33,600.00

RESOLUTION NO.: 229 - 2010

OF

OCTOBER 18, 2010

A RESOLUTION AUTHORIZING THE EXECUTION
OF A CHANGE ORDER WITH C.T. MALE ASSOCIATES, P.C.
FOR ASSESSING ENVIRONMENTAL CONDITIONS OF THE LAND AND
BUILDINGS AT THE ARMORY PROPERTY LOCATED AT 312 SOUTH
WILLIAM STREET
F/K/A 312-393 SOUTH WILLIAM STREET

WHEREAS, by Resolution No.: 45 - 2010 of March 8, 2010, the City Council authorized the execution of a contract in the amount of \$26,500.00 with C.T. Male Associates, P.C. for assessing environmental conditions of the land and buildings at the Armory Property located at 321 South William Street f/k/a 321-393 South William Street Site; and

WHEREAS, in order to comply with the State deadline, C.T. Male worked expeditiously to complete a findings report and encountered unforeseen problems; and

WHEREAS, it is now necessary to authorize the City Manager to execute a change order in the amount of \$5,650.00 with C.T. Male Associates, P.C. to cover the cost of such additional work;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute a change order for C.T. Male Associates, P.C., to provide for the additional cost of \$5,650.00, funds for such to be derived from the \$196,000.00 EDI Grant.

Mayor Valentine explained this is for soil remediation in the back corner on the outside of the building.

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

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

ADOPTED



City of Newburgh

DEPARTMENT OF PLANNING & DEVELOPMENT

City Hall – 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

MEMORANDUM

TO: City Council, Richard Herbeck, City Manager

FROM: Ian MacDougall, City Planner; Craig Marti, City Engineer; Ed Lynch, Planning and Development Director

DATE: September 28, 2010

RE: Work Change Order of \$5,650 for Armory Acquisition, 355 South William Street

In early 2010, the City of Newburgh began to pursue the acquisition of the Armory. As part of the City's due diligence, the City accepted three separate proposals from different engineering firms to inspect the site and building for potential environmental and structural problems. On March 4, 2010 staff reported to Council the details of each proposal and recommended the work be awarded to C.T. Male. At the following Council meeting on March 8, 2010, the City retained the services of C. T. Male; pursuant to Resolution 45-2010 for the amount of \$26,500 (see attachment).

C. T. Male worked expeditiously to complete a findings report which would help the City with its decision regarding the purchase of the Armory. Because of the accelerated schedule for completing this investigation, a contract provision to address unforeseen problems was inadvertently overlooked.

There was difficulty in coordinating access to the property with the State, which necessitated additional time and site visits by C. T. Male. **Also, an ash landfill and a release of petroleum was discovered on the property, which led to additional field time and lab work to characterize the nature and extent of the problems. This led to increased costs. With regard to the ash landfill and petroleum release, these findings will only be a concern should any excavation take place because both the ash and petroleum are located sub-surface. The ash and petroleum will not be a concern for any land use that does not require the disturbance or removal of soil.**

As a result, staff and C. T. Male are requesting a work change order for the amount of \$5,650 above and beyond the original projected costs of \$26,500. Please note that C.T. Male was able to meet its contracted schedule requirements even with the change in scope that allowed the City to make an informed decision regarding the purchase of the Armory before the May 15th deadline.

This investigation was financed by a planning grant obtained by Senator Charles Schumer. This investigation was the first expense under this grant which has \$80,000 earmarked for Armory investigation.

RESOLUTION NO.: 45 - 2010

OF

MARCH 8, 2010

A RESOLUTION ACCEPTING A \$196,000.00 ECONOMIC DEVELOPMENT INITIATIVE GRANT FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR PLANNING AND DESIGN EFFORTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A \$26,500 CONTRACT WITH C.T. MALE ASSOCIATES, P.C. TO ASSESS ENVIRONMENTAL CONDITIONS OF THE LAND AND BUILDINGS AT THE ARMORY PROPERTY LOCATED AT 321 SOUTH WILLIAM STREET F/K/A 321-393 SOUTH WILLIAM STREET

WHEREAS, the City of Newburgh has received a \$196,000.00 Economic Development Initiative Grant ("EDI Grant") from the United States Department of Housing and Urban Development for planning and design efforts; and

WHEREAS, the City of Newburgh is investigating the possibility of acquiring the Armory located at 321 South William Street f/k/a 321-393 South William Street ("Armory Property") from the State of New York pursuant to Section 34 of the Public Lands Law; and

WHEREAS, this City Council wishes to assess the environmental conditions of the land and building at the Armory Property; and

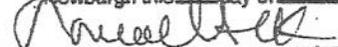
WHEREAS, planning and design efforts are exempt from SEQRA and NEPA review;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council accepts the Economic Development Initiative Waterfront, Corridor and Armory Grant, Federal Action Number B-08-SP-NY-0469, in the amount of \$196,000.00 ("Grant") and authorizes the City Manager to execute any and all documentation to effect such acceptance and revenue; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute a \$26,500.00 contract with C.T. Male Associates, P.C. to assess environmental conditions of the land and buildings at the Armory Property from the proceeds of such Grant.

I, Lorene Vitak, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 3/8/10 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 9TH day of MARCH 20 10



City Clerk

ORDINANCE NO.: 17 - 2010

OF

OCTOBER 18, 2010

**AN ORDINANCE AMENDING SECTION 248-19
ENTITLED “DISCHARGE FROM PRIVATE SEWERS TO PUBLIC SEWERS”
WITHIN THE CODE OF THE CITY OF NEWBURGH WITH RESPECT TO
THE TIMES ALLOWABLE FOR THE DELIVERY OF WASTE TO THE CITY
OF NEWBURGH WASTEWATER TREATMENT PLANT**

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 248-19, entitled “Discharge from Private Sewers to Public Sewers” within the Code of the City of Newburgh be and is hereby amended to read as follows:

Section 1. § 248-19. Discharge from private sewers to public sewers.

B. The contents of privy vaults, portable toilets, septic tanks or cesspools may be delivered and will be processed at the municipal sewage treatment plant, provided that:

- (6) Delivery of such waste shall be made to the sewage treatment plant site Monday through Friday between the hours of ~~7:30~~ 6:00 a.m. and ~~2:30~~ 3:30 p.m. and on Saturdays and holidays between the hours of 7:30 a.m. and 12:00 p.m.

Section 2. This ordinance shall take effect immediately.

Councilwoman Bell desired clarification of the resolution.

Craig Marti explained the city has been in negotiations for over one year. Even though there is a chemical facility located in the Town of Newburgh, they are currently trucking their wastes to the County treatment facility. The City is able to generate that revenue by having it delivered to our facility. On a gallon-basis, \$200,000-\$300,000 can be generated per year in additional revenue.

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

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

ADOPTED

RESOLUTION NO.: 230 - 2010

OF

SEPTEMBER 7, 2010

**RESOLUTION ESTABLISHING A BUDGET FOR THE GRANT RECEIVED
FROM
THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
IN THE AMOUNT OF \$196,000.00 FOR PLANNING AND DESIGN EFFORTS
AND AMENDING RESOLUTION NO. 185-2009,
THE 2010 BUDGET OF THE CITY OF NEWBURGH**

WHEREAS, by Resolution No.: 45-2010 of March 8, 2010 the City Council accepted a \$196,000.00 Economic Development Grant from the United States Department of Housing and Urban Development for Planning and Design Efforts (“Grant”);

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby establishes a budget for the Grant received from the United States Department of Housing and Urban Development and amends the 2010 Budget of the City of Newburgh, as set forth on the attached spreadsheet.

Mayor Valentine explained this is not new money. Funds were received as part of a US Department of HUD grant under the auspices of Senator Schumer.

Planning and Development Director Edward Lynch remarked we still have a significant amount of money left. The rest of the money has been programmed for the Armory site. We are essentially creating a budget within the city budget.

Councilwoman Bell is concerned about approving expenditures as we go along, not all at once.

Mr. Herbek responded the budget can always be amended, as necessary. They are going to approve expenditures individually. Yet they need to have something in place right now.

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

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

#230

HUD Economic Development Initiative Grant
#B-08-SP-NY-0469

Expenditures	Revenues	FUND	DEPT	ITEM	PROJ	LOCATION
80,000		CG	8684	4481	3007	2010
30,000		CG	8684	4482	3007	2010
86,000		CG	8684	4483	3007	2010
	96,000	CG	8684	4789	3007	2010
TOTAL						
	196,000					
	96,000					

RESOLUTION NO.: 45 - 2010

OF

MARCH 8, 2010

A RESOLUTION ACCEPTING A \$196,000.00 ECONOMIC DEVELOPMENT INITIATIVE GRANT FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR PLANNING AND DESIGN EFFORTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A \$26,500 CONTRACT WITH C.T. MALE ASSOCIATES, P.C. TO ASSESS ENVIRONMENTAL CONDITIONS OF THE LAND AND BUILDINGS AT THE ARMORY PROPERTY LOCATED AT 321 SOUTH WILLIAM STREET F/K/A 321-393 SOUTH WILLIAM STREET

WHEREAS, the City of Newburgh has received a \$196,000.00 Economic Development Initiative Grant ("EDI Grant") from the United States Department of Housing and Urban Development for planning and design efforts; and

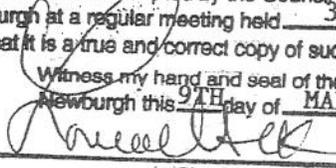
WHEREAS, the City of Newburgh is investigating the possibility of acquiring the Armory located at 321 South William Street f/k/a 321-393 South William Street ("Armory Property") from the State of New York pursuant to Section 34 of the Public Lands Law; and

WHEREAS, this City Council wishes to assess the environmental conditions of the land and building at the Armory Property; and

WHEREAS, planning and design efforts are exempt from SEQRA and NEPA review;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council accepts the Economic Development Initiative Waterfront, Corridor and Armory Grant, Federal Action Number B-08-SP-NY-0469, in the amount of \$196,000.00 ("Grant") and authorizes the City Manager to execute any and all documentation to effect such acceptance and revenue; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute a \$26,500.00 contract with C.T. Male Associates, P.C. to assess environmental conditions of the land and buildings at the Armory Property from the proceeds of such Grant.

I, Lorene Vittek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 3/8/10 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 9TH day of MARCH 2010

City Clerk

Armory Area

Armory Site – total cost \$80,000

The Department of Defense Base realignment and closure Committee released their recommendations which included vacating the Armory on South William St. The site is a 12.1 acre parcel located between route 9W and Route 32 and is adjacent to the current city recreation facilities and New York State Department of Transportation.

The City of Newburgh has expressed interest and entered into contract with New York State for the acquisition of this property. The necessary due diligence will require the City to conduct environmental and feasibility studies related to the future potential use of the site. The final product will include an environmental analysis of the site, utilization review and consolidation plan, and a parks and recreation feasibility study.

Lower Broadway Area

Local Waterfront Revitalization Plan (LWRP): Approx cost \$30,000

The City currently has an adopted LWRP and recently embarked on major revision of the document. Due to more revisions than anticipated by the New York State Department of State there are some final tasks needed to complete the revised document. These tasks include revised text, public meetings and environmental review requirements. At the completion of this project, the City of Newburgh will have a fully revised and completed local waterfront revitalization plan that will direct future development along Newburgh's waterfront reaching up to the Broadway business corridor.

Corridor Study: Approx cost \$86,000

The Broadway area is characterized as Newburgh's Main Street and its revitalization will greatly influence the revitalization of the city as a whole. Throughout the area are several anchors including a community college and theater, currently under development, which are marginalized due to the several vacant parcels and empty storefronts. The City will execute a development plan, market analysis, streetscape plan and architectural plans for the development of the area and individual vacant parcels. This may include determining the appropriate commercial business uses for the focus area and related budgets (rents and other deal terms) as well as working with the asset owners throughout the process. This study, design report and proposal will be used to both solicit and spur development.

RESOLUTION NO.: 231 - 2010

OF

OCTOBER 18, 2010

**RESOLUTION AMENDING RESOLUTION NO: 185-2009,
THE 2010 BUDGET OF THE CITY OF NEWBURGH,
REGARDING AMENDMENTS TO THE GENERAL FUND,
SEWER FUND AND WATER FUND**

BE IT RESOLVED that Resolution No: 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended regarding amendments to the General Fund, Sewer Fund and Water Fund, as set forth on the spreadsheet attached hereto.

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

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

ADOPTED

CITY OF NEWBURGH

BUDGET TRANSFERS FOR APPROVAL

<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>CODE</u>	<u>INCREASE (DECREASE)</u>
General Fund (A)			
City Council	Telephone	1010.0421	\$ 215
Mayor	Office Supplies	1210.0413	100
City Comptroller	Overtime	1315.0103	100
	Severance Pay	1315.0106	1,021
	Temporary	1315.0110	700
	Telephone	1315.0421	(1,821)
Property Management	Overtime	1365.0103	465
Contractual Expenses	Copier Control	1900.1908	350
	Judgments & Claims	1900.1930	8,400
Police Department	Longevity	3120.0107	1,500
	Special Event Detail	3120.0111	6,650
	2008 Byrne Jag	3120.0116	780
	Rental of Equipment	3120.0444	12,700
Fire Department	Longevity	3412.0107	9,100
Public Pound	Salary	3510.0101	50
DPW Garage	Overtime	5132.0103	2,200
DPW - Police Garage	Overtime	5132.0103	15,000
Can-Comm Action	Overtime	6300.0103	50
	Telephone	6300.0421	(50)
Parks	Other Services	7110.0448.0002	(50)
Downing Park	Office Supplies	7113.0413	100
	Other Services	7113.0448	(100)
Recreation	Overtime	7140.0103	270
	Part-time	7140.0102	(270)
Delano Pool	Chemicals	7181.0419	2,980
	Part-time	7181.0102	(2,980)
Summer Playground on Wheels	Part-time	7311.0102	20
	Social Security	7311.0830	2
	Rental Equipment	7311.0444	(22)
21st Century	Overtime	7319.0103	4,100
	Part-time	7319.0102	(4,100)
Summer Youth	Office Supplies	7320.0413	10
	Other Services	7320.0448	(10)
Planning & Development	Part-time	8684.0102	700
	Longevity	8684.0107	400
	Temporary	8684.0110	3,200
	Other Services	8684.0448	250
	Employee Benefits	8684.0880	2,100
	Health Insurance	8684.0860	(6,650)
Contractual Expenses	Contingency	1900.1997	<u>\$ 57,460</u>
Sewer Fund (G)			
Wastewater	CH Lawsuit	8130.0486	\$ 340
	Other Services	8130.0448	<u>(340)</u>
Water Fund (F)			
Administration	CH Lawsuit	8310.011	\$ 7,000
	Health Insurance	8310.086	<u>(7,000)</u>

#231

**RESOLUTION NO.:232 - 2010
OF
OCTOBER 18, 2010**

**A RESOLUTION AUTHORIZING THE PURCHASE
OF A BREATHING AIR COMPRESSOR FROM HAIGHT FIRE EQUIPMENT
FOR THE CITY OF NEWBURGH FIRE DEPARTMENT IN THE AMOUNT OF
\$23,945 AND A FIVE (5) YEAR EXTENDED WARRANTY FOR \$500.00
FOR A TOTAL AMOUNT OF \$24,445.00**

WHEREAS, the City of Newburgh Fire Department is in need of replacing the Breathing Air Compressor which is broken and cannot be repaired; and

WHEREAS, the Fire Department has obtained four (4) quotes for the Breathing Air Compressor as this is an emergency purchase and is not subject to competitive bidding; and

WHEREAS, it has been determined that the purchase be made from Haight Fire Equipment for the amount of \$23,945.00 and a five (5) year extended warranty for \$5,000.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Newburgh Fire Department is authorized to purchase a Breathing Air Compressor from Haight Fire Equipment in the amount of \$23,945.00 and a five (5) year extended warranty for \$500.00 for a total amount of \$24,445.00;

BE IT FURTHER RESOLVED, that Resolution No. 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended as set forth on the spreadsheet attached hereto.

Mayor Valentine pointed out a correction in the amount on the agenda. However, the amount listed in the resolution is correct.

Councilman Dillard wanted to know if the five year extended warranty kicks in right after the original warranty.

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

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

ADOPTED

FIRE DEPARTMENT
BREATHING AIR COMPRESSOR

	<u>EXPENDITURES</u>	<u>FUND</u>	<u>DEPT</u>	<u>ITEM</u>	<u>PROJ</u>
EQUIPMENT CONTINGENCY	(24,445.00)	A	1900	1971	0
OTHER EQUIPMENT	24,445.00	A	3412	205	0
TOTAL	<u>\$</u>	<u>-</u>			

NEW BUSINESS

There were no comments at this time.

OLD BUSINESS

There were no comments at this time.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Gay Lee prepared a property tax repayment plan proposal to stimulate some discussion on how to help people retain their homes. The plan would allow residents to pay their taxes even when they do not have much money. It would also offer senior citizens a property tax discount. She is against a property tax increase of 40%, just as she is against an increase of even 1%. But when the taxes are increased and you do not allow homeowners a chance to make payments during their hardships, then ultimately the city bears all of the extra costs: the property comes off the tax rolls, it does not collect water/sewer and garbage fees, there are costs for seizures and other legal fees, subsequent auction fees over time, and short sales, etc. All of the problems are ultimately put on the backs of the taxpayers anyway. (SEE COMMENTS ATTACHED)

Alden Link, 119 Broadway, commented he needs money. He is not standing before the council with his hand out though. On the contrary, he pleaded with the council to extend the hours of small businesses in the neighborhood. His tenant has a store. He would like for his tenant to be able to earn enough money to pay the rent, so that he, in turn, can pay the taxes. He has tried to discuss the issue with the acting city manager on several occasions.

Mr. Link has a lot of confidence in our new police chief in that he was told by him that most of the problems with young people hanging out on the streets occur after 1:00 A.M. Staying open a little later in the night should not present a problem. He would like the council to speak to the police chief about this. He can not afford to pay these tax increases and what is going to end up happening is once the store becomes vacant he would have his building reassessed. And then he will end up paying *less* than he is paying now.

Acquanetta Wright remarked she has not heard anything from the Arts and Cultural Commission. The whole idea of the committee was to bring arts culture awareness to our city. Also are we going to make some decisions about what we want to see in terms of arts culture? Are we just going to let the commission hang on forever without taking some type of responsibility for the duties it has been charged to do? She had given a lot of suggestions and input to former City Manager Jean-Ann McGrane. Second, she would like to know why a Shop Rite trailer is parked on Broadway. Is the company paying us for that billboard space? Why are they not being enforced by the Codes department? She takes offense because Price Chopper is one of the big sponsors of the Newburgh Jazz Series, and they pay to play. It is unfair that Shop Rite is being given free air time. Again, she tried to submit her permit

for next year's event. She is still being told it is too early. She would like to know what the timeframe is for submitting permits.

Maryann Prokosch asked if a sidewalk is being put in according to code, then why does it matter how much the work costs. The city discourages folks from getting sidewalk permits. The process needs to be simplified. Why do you need worker's compensation too? The process is very cumbersome, and this is the reason people do not get permits as they should. Next, she rode down VanNess Street and noticed a new 1-Family construction. Currently there is no review process for these constructions in the city. Even though there is nothing wrong with the home itself, it could have been sited better. Third, she asked the council for the results of the city auction.

Denise Ribble recalled the last work session and a consideration to increase the number of tax bills from 3 or 4 to 5 or 6. She would like to know the feasibility of doing this. Also she understands some people are advocating that the sanitation charges be rolled into the property tax bills. This needs to be looked at closely to avoid any potential problems with peoples' escrow accounts. It would make much more sense to put all fees together and put all taxes together. This works more efficiently. (SEE COMMENTS ATTACHED)

Also revenue generating ideas include a safety services fee for police and fire. She would like to know how much revenue has been generated from the vacant building registry. What is the value of the PILOT payments the city collects? She agreed with Gay Lee's proposal of a foreclosure repayment plan.

Kippy Boyle asked if there is a list of standard questions that have been brought before the council at these budget discussions. She was disheartened to hear that the tax department needs another person in its office because of the added work load. She would like to see staff members to reflect on the efficiencies that can enhance their departments. Instead she only hears the problems people encounter due to economic crisis. She wants to hear offices' plans to embrace new technology and training. Second, has personnel been eliminated in the 2011 Budget, because she could not locate (3) three positions in the Office of Planning and Development.

Michael Gabor stated the city has not put its best practices forward. He does not know why the city did not do layoffs throughout the year instead of all at once. Now the deadline is fast approaching. The public should stop providing its input, because they just get ignored anyway. Second, when are we going to start thinking out of the box? Was it even worth the effort to hold

an auction? It cost more to have the auction than what we reaped from it. This is an example of despicable management.

Loretta Manning stated Community Voices Heard (CVH) brought a good idea before the council. Forums were held and the Local and First Source Hiring ordinance was presented to the council last June. She is disheartened it is not going to be passed. She feels the city is dealing with her kids' lives in that it is making it increasingly difficult for them to be able to secure work in the community in which they live. The ordinance needs to be passed; it is the 'better' thing. She is tired of seeing the community struggle. Here we have a solution in which the public has stood behind. The council needs to put its constituents first.

Barbara Smith thanked the city for replacing the fire hydrant in front of her home. She stated if a person wants to sell his home he needs curb appeal. On the way to tonight's meeting she could have written at least five tickets for code violations. There is a code on the books prohibiting the parking of trailers. These problems have a snowball effect. It is not acceptable and yet no one does anything about it. No one is going to buy into the city until we start addressing these problems.

Judy Kennedy is frustrated because people continue to talk about their concerns and nothing is done about them. There has got to be a better way to run this city. The economy is in the tank right now. We should only provide the services we can afford. When companies are merged top level management goes, not the people on the bottom of the totem pole. She is appalled at the management of this city. We need to think about how we are going to merge and become efficient.

Janet Gianopoulos, Carpenter Avenue, stated she is proof that people will buy into the city- *she bought in*. One cost-saving strategy the city could entertain is having one-day-a-week trash pickup. This is what they did in the municipality where she lived formerly. She believes one of the biggest conflicts-of-interest can be we have people managing property here that don't actually live her. Last, she read an article in which Orange County Executive Edward Diana quoted that "Orange County is one of America's 100 Best Communities" for many people.

Stephen Ruelke, Grand Street, pointed out the city had lousy auction results. He suggests the city look at some other opportunities, such as working with homeowners who have fallen into hard times. Why doesn't the city sit down with these individuals and offer counseling services. Previously he suggested the creation of a Housing Ombudsman office to proactively aid tenant and landlord relationships. This would be a wise use of funding.

Brenda McPhail, Varick Homes, stated she attended the conference in Cleveland, Ohio too. She is a community activist. She stated a lot of times our city officials go places and they fail to provide accurate information back to the people. She learned how the City of Memphis is revitalizing its community. The Mayor of Memphis is about business. He works hard, he goes on the streets and sits with homeowners to discuss the challenges they face in their city. If people are faced with losing their homes, then he helps them try to save their homes. There everyone comes together for a meeting of the minds. It is the only way we are going to save our own city. She stated if anyone really wants to know what happened in Cleveland then come and speak to her directly.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Angelo expressed her joy for Acquafetta and Ramona, because she knows what they have been through. She presented the audience with a token of appreciation on behalf of the Newburgh Rotary Club. She and Councilman Dillard have discussed that they are going to embark on a tour of the city. Next, she is sorry that the decorator located at the intersection of Ann and Lake Street has left the area due to the economy. She thanked everyone for their suggestions. She announced the Halloween Jubilee this Friday evening at the Newburgh Recreation Park. Affinity Healthcare is able to sponsor the event again. Also she announced the grand opening of the Fresh Start Café on November 4th. The café is located at the community resources building at 280 Broadway. She finished her comments by saying that we need a clean city. We can clean it up ourselves. But some of the DPW employees who have worked for our city for over 20 years are being laid off. Is there any way we can retain these hard working individuals? Isn't there another way?

The acting city manager responded we could save jobs by raising the property taxes. Unfortunately we can only do things in a legal fashion. You can not impose taxes on not-for-profits for police and fire services. We are interested in hearing any legal, revenue-producing ideas. We can not do things that are prohibited by state law.

Consultant Dwight Hadley remarked the city is required to have a balanced budget by state law. The problem with the NYS Budget is that it has used one-shot items every year to help balance it. We have a similar situation in the city. It becomes a vicious cycle. The State has sold a lot of its assets to the state authorities too.

Councilwoman Bell stated she certainly does not want to sell all of the city's assets without getting some type of community benefit. She has heard people say the city can reap over \$2 Million if it sells some of its prime waterfront property. But that money would evaporate like dew. When we make a decision to sell our city's assets, we need to ensure we gain some type of community benefit. This is the only city she knows that does not have public green space on its waterfront. We are often left with nothing.

She stated PACE had suggested a foreclosure prevention program, in which the homeowners would become renters for a specific period of time. The city would then allow them to pay rent and also the taxes until they can catch up. Next, the city has water scofflaws. Some individuals owe in excess of

\$80,000 in water fees. Why do the taxpayers have to suffer because of others? She remarked we have to think proactively to save our taxpayers.

It is hurtful to see that earlier this week her neighbors have put up their home for sale. It is such a shame, too, because they are so vested in this city. But when her neighbors heard of the tax increases they decided to put their home on the market. We should work with folks to give them a chance. Let's be humane and have compassionate governance for our city.

Councilwoman Bello stated Mr. Link has some legitimate concerns. She would be willing to let his tenant's store remain open later in the night if our police chief deems it fair. In these desperate financial times we need to compromise with the taxpayers. Business owners need to have the opportunity to earn a living too. Next, she feels if we truly have a government working for the benefit of the people, then we would never see a public hearing and a vote on the same meeting night. The council should be able to have the time to digest and debate their concerns and the peoples' concerns before they vote on a particular issue.

Councilman Dillard commented he learned a lot in just a couple hours. He stated he would like to be part of the meeting with HUD. Fair hiring practices, particularly for women and minorities, are very much still on his radar. He plans to speak to HUD officials and offer his perspective on how he sees this thing working in terms of helping local contractors and local people.

Mayor Valentine pointed out October's schedule got moved around a bit to accommodate staff and residents who attended the conference in Ohio last week. There will be a work session on Thursday, October 21st and the next regular meeting will be held Monday, October 25th.

There being no further business to come before the council the meeting adjourned at 9:25 P.M.

Respectfully Submitted,

**KATRINA COTTEN
DEP. CITY CLERK**