



CITY OF NEWBURGH
Council Work Session

December 5, 2013
6:00 p.m.

1. Presentations:
 - a. Colored Burial Ground Committee
 - b. Green stormwater infrastructure planning assessment Clearwater grants
 - c. Environmental Justice Community Impact Grant

2. Grants/Contracts and Agreements
 - a. (Res. 248) Inter-municipal Agreement with Orange County to accept \$21,000.00 under the 2013 Byrne Memorial Justice Assistance Grant Program. Funds will be used to focus additional police presence in high crime areas.
 - b. (Res.249) Agreement with JaRa Consulting to provided cultural diversity training to city employees for a fee of \$2,800.00.
 - c. (Res. 250) Authorizing the award of a bid and the execution of a contract with NYCOMCO to install the emergency lighting and accessories to City police vehicles.
 - d. Insurance renewal policies

3. Economic and Community Development:
 - a. Mid Broadway Project – First Amendment to the Development Agreement and Draft PILOT

4. Finance:
 - a. (Res. 251) Adopting the City of Newburgh Procurement Policy and Procedure
 - b. (Res. 252) Adopting the City of Newburgh Procedure for Assigning Equipment
 - c. Review of a proposed local law amending Article VII of the Charter as it relates to the City Comptroller.

5. Discussion:
 - a. (Res. 253) Commemorating the 60th Anniversary of the landmark Supreme Court decision of Brown versus the Board of Education

6. Executive Session:
 - a. Pending Litigation
 - b. Matters pertaining to the appointment of a particular individual.

RESOLUTION NO.: 248 - 2013

OF

DECEMBER 9, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO APPLY FOR, ACCEPT IF AWARDED AND
ENTER INTO AN INTER-MUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN CONNECTION
WITH THE 2013 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

WHEREAS, the Justice Assistance Grant ("JAG") Program provides funds for various law enforcement agencies throughout the State of New York; and

WHEREAS, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2013 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

WHEREAS, the County has agreed to set aside \$21,000.00 from the 2013 Local JAG Award for the City of Newburgh to be used to focus additional police presence in high crime areas of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into an inter-municipal agreement between the County of Orange and the City of Newburgh in connection with the 2013 Byrne Memorial JAG Program Award to receive funds through the County of Orange under the terms of the grant program and under the terms and conditions of the agreement, a copy of which is attached hereto, for various important law enforcement functions for the City of Newburgh and other local law enforcement agencies.

**STATE OF NEW YORK
COUNTY OF ORANGE**

**INTER-LOCAL AGREEMENT
BETWEEN THE COUNTY OF ORANGE AND CITY OF NEWBURGH, NY
2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF ORANGE, which is authorized to execute this Inter-local Agreement by virtue of authority granted pursuant to the Orange County Charter, more specifically Section 3.02(m) thereof, to be administered by and through the Orange County Office of Emergency Services, hereinafter referred to as COUNTY, and the CITY OF NEWBURGH, acting by and through its governing body, the NEWBURGH CITY COUNCIL, hereinafter referred to as CITY, both of ORANGE COUNTY and in the STATE OF NEW YORK, witnesseth:

WHEREAS, this agreement is made under the authority of Section 99-h of the New York State General Municipal Law; and

WHEREAS, each governmental instrumentality, in performing their governmental functions or in paying for the procurement of the governmental functions contemplated hereunder, shall make that performance or the payments for the procurement of such services from current revenues legally available to that party; and

WHEREAS, each governmental instrumentality finds that the performance of this Inter-local Agreement is in its best interests and that the undertaking of the obligations as defined and described herein will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Inter-local Agreement; and

WHEREAS, the CITY agrees that the COUNTY will receive the full amount of the disparate aware to the County of \$54,828 and will administrator the FY 2013 JAG recovery award and that further, the County will act as the fiscal agent for said funds; and

WHEREAS, funds obtained from the 2013 JAG Award will be shared by the County of Orange and the municipalities of the City of Newburgh and the City of Middletown.

WHEREAS, the County will receive the 2013 JAG funding in the amount of \$56,098 and act as the fiscal agent and will obtain grant funds and distribute same to the participating municipalities for their individual projects in the agreed allocation amounts.

The COUNTY and the CITY agrees that this disparate award will be allocated as followed:

The City of Newburgh will receive \$21,000 from the FY 2013 JAG award to be used to focus additional police presence in high crime areas of the city;

The City of Middletown will receive \$6,500 to provide for additional police presence in high crime areas of the city;

The County will receive \$27,328 toward the operation cost of maintaining a County Law Enforcement vehicle locator dispatching system for police and for grant administration.

WHEREAS, the CITY and COUNTY believe it to be in the best interests to allocate the FY 2013 JAG funds accordingly.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The recitals are hereby incorporated into this agreement as if fully set forth hereto.

Section 2.

CITY acknowledges that the COUNTY will receive the total amount of JAG funds.

Section 3

COUNTY agrees to set aside \$21,000 for the CITY's portion of the project funding

Section 4.

Nothing in the performance of this Inter-local Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the General Municipal Law and/or Local Laws.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the General Municipal Law and/or Local Laws.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Inter-local Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Inter-local Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF NEWBURGH

Mayor

Notary Public

Sworn to before me this ____ day
of 2013

COUNTY OF ORANGE

EDWARD A. DIANA
County Executive

Notary Public

Sworn to before me this ____ day
of 2013

RESOLUTION NO.: 249 - 2013

OF

DECEMBER 9, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH JaRa CONSULTING FOR
PROFESSIONAL SERVICES WITH RESPECT TO PROVIDING
CULTURAL DIVERSITY TRAINING TO CITY EMPLOYEES
FOR A FEE OF TWO THOUSAND EIGHT HUNDRED DOLLARS**

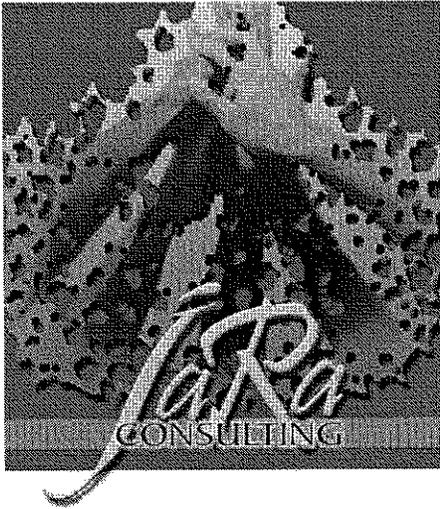
WHEREAS, the City of Newburgh provides a variety of training to its employees and is providing workshops focused on diversity and inclusion for all employees on December 16, 18 and 20, 2013; and

WHEREAS, the City staff has solicited for proposals from professional organizations to provide diversity and inclusion training and has recommended JaRa Consulting as the preferred provider; and

WHEREAS, JaRa Consulting has submitted a proposal for conducting the diversity and inclusion workshops at a cost of Two Thousand Eight Hundred (\$2,800.00) Dollars and such proposal is annexed hereto; and

WHEREAS, this Council finds that accepting the proposal of JaRa Consulting is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into an agreement with JaRa Consulting to conduct diversity and inclusion workshops for City employees in accordance with the terms in the proposal and with other terms and conditions as Corporation Counsel may require at a cost of Two Thousand Eight Hundred (\$2,800.00) Dollars.



**PROPOSAL FOR
CITY OF NEWBURGH, NY**

*Facilitation of Introductory Diversity & Inclusion
WORKSHOPS*

SUMMARY

The City of Newburgh NY desires to secure the services of JaRa Consulting (James B. Childs, Owner) to help plan and facilitate workshop focused on diversity & inclusion for employees.

SCOPE OF WORK

Facilitate FIVE (5) half-day workshops each involving an introduction into the importance of understanding diversity and the process of building skills of inclusion to live peacefully and work productively in a diverse environment.

SAMPLE OF ABSTRACTS FOR TRAINING OFFERINGS

JaRa Consulting is a firm that aims to partner with organizations to explore how diversity is viewed and handled by the people who live and work within their specific community. We aim to find out how seeking, having and leveraging diversity in a way that is truly inclusive of all people, despite and even because of their differences, will help the organization to reach their goals and to satisfy their mission. We desire collaboration to provide organizational & cultural change allowing everyone to be comfortable, to contribute and to thrive.

We specialize in assisting organizations in the creation of customized plans and processes to address issues of diversity and inclusion. By quantitative and qualitative assessment followed by continued and heightened awareness, organizations can make application of the concepts learned and realize greater engagement by all people in an increasingly inclusive environment.

Diversity & Bias Awareness ABSTRACT

FORMAT: small/medium groups, half-day, full day, 60-120 minute workshops

FULL DAY Version Titles:

Part 1 = *"Diversity & Bias Awareness... Why Difference Matters"*

Part 2 = *"Moving from Diversity Awareness to Diverse Applications"*

Through interactive exercises and group discussion, this workshop on bias awareness and diversity will begin the introspective process of looking at the effects of bias on our daily interactions with "other people." We will explore the derivation of bias as well as how our self-identification, identification others, the impact on interpersonal relationships, our ability to interact with others who we consider to be different.

Creating Inclusion Relative to Diversity

FORMAT: small/medium groups, full day, half-day, 60-120 minute workshops
TITLE: "Diversity Is... But It's Not Enough"

By expanding the definition of "diversity" we can realize that diversity is a fact of life. Awareness of the diversity that exists in any population allows us to move beyond this foundational fact to begin to create "inclusion." Creating and changing environments that will allow each individual, in spite of their differences, to feel valued, appreciated and part of the community is the goal of inclusion. Thought- provoking, interactive group and individual exercises will allow us to move beyond definitions and specifically identify the behaviors that create an inclusive workplace.

SCHEDULE OF PERFORMANCE

- | | |
|---|------------------------------|
| 1) Two (2) half-day workshops (beginning 8am & 1pm) | Monday, December 16, 2013 |
| 2) Two (2) half-day workshops (beginning 8am & 1pm) | Wednesday, December 18, 2013 |
| 3) One (1) half day workshop (beginning 8am) | Friday, December 20, 2013 |

TERMS AND CONDITIONS

Development and customization of material, planning, preparation, implementation, and facilitation of employee D&I workshops. \$ 2,800.00**

** JaRa Consulting normally bills at a minimum rate of \$1,450/day and \$800/half day per consultant, based on a 6-8 hour day. For purposes of this contract, the rate* is inclusive of preparation and development time, as well as travel. All other reasonable expenses related to delivery of service should be assumed by the client (City of Newburgh).
(*NOTE: This rate is limited to the scope of work described above and is not necessarily indicative of future terms)

Responsibilities: James B. Childs will facilitate session.

Payment Terms: Fixed Fee Rate of \$ 2,800

Work performed will be invoiced upon completion of the deliverable as proposed in the "Scope of Work" section. All invoices are net cash in US dollars, and are due and payable upon receipt of each invoice. Due to special rate, JaRa Consulting, LLC requests payment be made at the end of the third calendar day of training (i.e. 12 o'clock noon on Friday, 12/20/13)

Invoices will be submitted prior to the commencement of the initial workshop in accordance with the turnaround time needed for the City of Newburgh Accounts Payable department to fulfill requested payment schedule (above). Invoices will be in JaRa Consulting standard invoice format, which both summarizes and details all labor and expenses associated with the project. Because the invoice shows a detailed daily breakdown, by consultant, of all time and expenses, no actual documentation (time sheets or expense receipts) will be provided. Customary and reasonable expenses will be charged at actual costs.

Scheduling: JaRa Consulting makes all reasonable efforts to ensure that activities take place as scheduled. Please communicate any changes in schedule to JaRa Consulting as far in advance as possible. If you have to cancel or reschedule a date that has been confirmed, the following guidelines will apply:

! In the event of inclement weather, which prevents our consultants from traveling to you, or you from traveling to us, JaRa Consulting will not bill you under the following conditions:

- JaRa Consulting was unable to reach Client site due to canceled flights or closed roads;
- You notify JaRa Consulting consultants of a cancellation due to bad weather prior to their departure for Client site.

Work Contract between JaRa Consulting and City of Newburgh, NY

Confidentiality: In connection with the proposed work, Client may disclose to JaRa Consulting proprietary information relating to their business and technology. JaRa Consulting shall not (without the written approval of Client) use or disclose to others, any such information, except that which is: a) public knowledge; b) already in the possession of JaRa Consulting, as shown by written records dated prior to the disclosure; or c) subsequently disclosed to JaRa Consulting by a third party not under obligation to Client to retain the information in confidence. Should Client desire, all proprietary materials obtained by JaRa Consulting from Client will be returned at the end of the agreement.

Limitation of Liability: JaRa Consulting will provide professional advice, consultation and services to Client in accordance with generally accepted professional standards as applied to similar projects performed under similar conditions prevailing in the community at the time such advice, and consultation or services are rendered. No other warranty or guarantee is provided under this agreement. JaRa Consulting's total liability to Client for any loss or damages from claims arising out of or in connection with this Agreement shall not exceed the aggregate fees paid to JaRa Consulting under this Agreement.

Termination: Either party can terminate this agreement with thirty (30) days written notice to the other party. At the time of termination, JaRa Consulting will be compensated for any work already performed.

Satisfaction Guarantee:

JaRa Consulting will waive payment for any portion of services for which the Client was not satisfied. To invoke this guarantee, Client must inform James B. Childs, President, within 48 hours of the consulting day in which service was unsatisfactory. JaRa Consulting will work to cure any problems prior to continuing service.

Non-interference: Client agrees not to interfere with JaRa Consulting's staff and not to seek to employ its consultants and trainers for one year after the termination of this agreement. In recognition of the harm that would result to JaRa Consulting, Client agrees that JaRa Consulting is entitled to seek injunctive relief from any court of competent jurisdiction to enforce this provision and Client agrees to reimburse JaRa Consulting for its costs in having to enforce this portion of this Agreement.

Please indicate your acceptance of the scope and terms of this agreement by returning one (1) signed and dated copy.

Respectfully submitted,

JARA CONSULTING, LLC

James B. Childs, President

Date

AGREED AND ACCEPTED BY:

CITY OF NEWBURGH, NY

Date

RESOLUTION NO.: 250. 2013

OF

DECEMBER 9, 2013

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT WITH NY COMMUNICATIONS CO.
FOR THE INSTALLATION OF LIGHTING PACKAGES
FOR THE NEW POLICE VEHICLES
FOR THE BID AMOUNT OF \$39,970.00

WHEREAS, the City of Newburgh has duly advertised for bids for the installation of lighting packages for the new Police vehicles; and

WHEREAS, bids have been duly received and opened and NY Communications Co. (NYCOMCO) is the low bidder; and

WHEREAS, funding for such project shall be derived from the 2013 BAN;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the installation of the lighting packages for the new Police vehicles be and it hereby is awarded to NY Communications Co. Inc. for the bid amount of \$39,970.00, and that the Interim City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 251 -2013

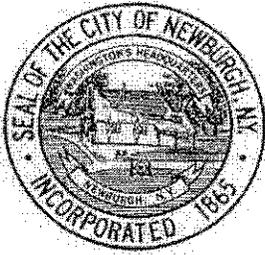
OF

DECEMBER 9, 2013

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
PROCUREMENT POLICY AND PROCEDURE**

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Procurement Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect on January 1, 2014.



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7322
Fax (845) 569-7490

John J. Aber
City Comptroller
jaber@cityofnewburgh-ny.gov

TO: James Slaughter, Interim City Manager
FROM: John J. Aber, City Comptroller
DATE: November 25, 2013
SUBJECT: Procurement Policy

I PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for the procurement of goods and services for the City of Newburgh. It is the City's goal to purchase competitively, without prejudice or favoritism and to seek the maximum value for monies expended. The policy is written to ensure compliance with all County, State and Federal procurement rules and regulations.

II GENERAL

The Office of the Comptroller will be responsible for ensuring compliance with this memorandum.

III BASELINE CRITERIA FOR COMPETITIVE BIDS

General Municipal Law requires that purchase contracts for supplies/materials, equipment and services involving an estimated annual expenditure exceeding \$20,000 and public work contracts exceeding \$35,000 be awarded after a formal competitive bid process. The competitive bid process will be conducted by the Office of the Comptroller. Detailed below are the steps for conducting a competitive bid:

- A. Requesting Department will submit a detail specification of the services required or materials needed to the Office of the Comptroller.
- B. The Office of the Comptroller will review the specifications and prepare a formal RFP (Request for Proposal) or a Small Procurement. The RFP or Small Procurement will be advertised in the City's 3 official newspapers and posted on the Empire State Purchasing Group Website (BidNet).
- C. RFP's and Small Procurements will remain open for a minimum of 15 days.

- D. For RFP's vendors must deliver their proposals in sealed packages to the Office of the Comptroller within the timeframe allotted under the RFP. Packages submitted after the prescribed timeframe will not be accepted.
- E. The Office of the Comptroller will conduct a bid opening after the allotted RFP timeframe. The bid opening will be open to all vendors and the public.
- F. Three representatives from the City of Newburgh will be required to attend the bid opening. The City employees will consist of: a representative from the Department requesting the material/service, a witness from the Office of the Comptroller to verify the opening was conducted fairly, and a secretary to record the bids.
- G. At the conclusion of the bid opening, the requesting Department will be responsible for reviewing and analyzing all bids and making a determination to award to the lowest and most responsive bidder. The justification to award must be submitted to the Office of the Comptroller for review.
- H. Once reviewed and approved by the City Comptroller the winning bidder will be notified and if accepts, a contract will be prepared in conjunction with Corporation Counsel and submitted to the City Council for approval by Resolution. If the winning declines the offer, the City of Newburgh will go to the second lowest most responsive bidder.
- I. Once the Resolution is approved by the City Council, the requesting Department will submit through KVS a purchase requisition. All documents related to the purchase must be attached to the requisition. This includes the Council Resolution and the contract (if applicable).
- J. The City Comptroller will approve the requisition and release the Purchase Order. Once the Purchase Order is released, the vendor is authorized to move forward.
- K. For Small Procurements, the process will remain the same as outlined above except vendors will be able to electronically submit their bids to the Office of the Comptroller for review. There will be no formal bid opening for Small Procurements.
- L. The Office of the Comptroller will determine when it's appropriate to do a RFP vs. a Small Procurement.

IV BASELINE CRITERIA FOR NON-COMPETITIVE BIDS

While competitive bids are not required for purchases under \$20,000 (\$35,000 for Public Works), the City must still ensure the best price and service is obtained. Detailed below are the steps for purchasing items/services that are not required to be bid competitively:

- A. Items or services costing under \$5,000 require no documentation. Departments can select a vendor and submit a purchase requisition in KVS.

- a. Once a Department purchases in the aggregate \$5,000 from the same vendor within the same Fiscal Year for the same items and/or services they must follow the bidding requirements detailed in item B (below).
- B. Items or services costing between \$5,001 and \$19,999 require three written quotes. The Department will select the lowest quote and submit a requisition in KVS. Departments are required to attach all quotes to the requisition.
- a. Once a Department purchases in the aggregate \$20,000 from the same vendor within the same Fiscal Year for the same items and/or services they must follow the bidding requirements detailed in Section III Competitive Bidding.
- C. All items over \$20,000 (\$35,000 for Public Works) are required to follow the steps outlined in Section III Competitive Bids.

V EXEMPT FROM BIDDING

The following types of purchases are exempt from bidding (competitive and/or non competitive).

- A. Items or services available on a GSA (Govt. State Agencies) or OGS (Office of General Services) contract.
- B. Blanket or Requirement contracts created by other municipalities that allow piggy-backing.
- C. Emergency Procurement (see section VI)
- D. Professional Service Contracts (see section VII)
- E. Preferred Source Vendors (see section VIII)
- F. Sole Source (see section IX)

VI EMERGENCY PROCUREMENT

General Municipal Law defines a "public emergency" as "arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of the City require immediate action which cannot await competitive bidding". Detailed below are the steps for utilizing the Emergency Procurement method:

- A. Obtain in writing (either email or formal written approval) from the City Manager authorization to commence emergency work or procure materials to mediate the hazard or danger.
- B. Once approval is granted by the City Manager, and when practical obtain at least 3 written or verbal vendor quotes.

- C. Department(s) remediating the emergency authorizes the vendor to commence work or deliver materials.
- D. Within 24 hours of the emergency declared and approved by City Manager, the Department will enter a requisition into KVS and attach all supporting documentation to the requisition.
- E. The Office of the Comptroller will approve the requisition and issue a Purchase Order.

VII PROFESSIONAL SERVICES

Professional Services are defined in New York case law and Comptroller opinions. As a general guideline, Professional Services required specialized or technical skills or expertise, training, license or certification, exercise of judgment or discretion, a high degree of creativity and/or a relationship of personal trust and confidence. Examples of Professional Services include:

- A. Physicians
- B. Engineers
- C. Surveyors
- D. Attorneys
- E. Designers/Architects
- F. Insurance/Financial Service firms

VIII PREFERRED SOURCE EXCEPTION FOR PURCHASE CONTRACTS

To advance special social and economic goals, certain providers have 'preferred source' status under the law. The acquisition of commodities and/or services from preferred sources is exempt from statutory competitive procurement requirements. Except in emergency situations, when commodities or good/services are available from a preferred source, they must be purchased from one of the preferred source providers identified below:

- A. The New York State Department of Corrections, Correctional Industries Program (CORCRAFT)
- B. Approved charitable non-profit making agencies for the blind
- C. Equal priority to qualified non-profit making agencies for all other severely disabled persons, a qualified special employment program for mentally ill persons or a qualified veteran's workshop.

IX SOLE SOURCE

Sole Source procurement is an exception to the general rules and policies governing the procurement of goods and/or services. Sole Source procurement may only be used in rare and extraordinary cases where the goods or services sought and required

are manufactured, sold or performed by only one entity and/or individual. Generally, this will only apply to the following situations:

- A. Only one company in the world makes and sells a certain good or provides a certain service.
- B. Only one company in the world can service or maintain the equipment without voiding the warranty. (Note: this only applies during the warranty period. After warranty expiration, repairs and maintenance must be bid).
- C. Leasing equipment such as postal machines or copiers that have a certain type of consumable component (e.g. ink cartridges) that must be used to avoid breaching a warranty or a maintenance provision of a lease.
- D. Services performed by companies that traditionally have territories (e.g. cable TV or certain type of equipment dealerships).
- E. Software licensing and/or maintenance contracts specific to the software.

In determining whether a purchase qualifies for a Sole Source exemption, the Office of the Comptroller must document at a minimum:

- A. The unique benefits to the City of the product or service as compared to other products or services available in the marketplace.
- B. That no other product or service provides substantially equivalent or similar benefits.
- C. Determine the benefits received and the cost of the product or service is reasonable in comparison to other products or services in the marketplace.
- D. There is no possibility of competition from competing dealers or distributors.

X PROCESSING PAYMENTS

Once supplies/materials are delivered and/or services rendered, the Office of the Comptroller will be responsible for issuing payments. Payments will be processed twice a week (Tuesdays and Thursdays). Below details the process for processing vendor payments:

- A. Vendor invoices are to be submitted directly to the Office of the Comptroller. Each invoice must include the Purchase Order number or contract number.
- B. The Office of the Comptroller will scan the invoice to an electronic filing system and send the invoice to the requesting Department for sign-off.
- C. The requesting Department is responsible for signing the invoice and sending it electronically back to the Office of the Comptroller. Signing the invoice confirms the supplies/materials were delivered and/or services rendered and the vendor can be paid.

- D. The Office of the Comptroller will process the payment by either issuing a check, EFT (Electronic Funds Transfer) or E-Payable.
- E. In cases where payments are processed against a requirement contract or a blanket order, the Office of the Comptroller will be responsible for tracking payments on an excel file. This will ensure invoice amounts do not exceed the amount authorized on the Purchase Order.
- F. In cases where payments are issued by voucher (e.g. medical bills, county and school taxes), the Office of the Comptroller will be responsible for preparing the payment voucher. All vouchers must be reviewed and approved by the City Comptroller before payment is processed

This Policy takes effect January 1, 2014 and replaces all existing procurement policies issued by the City of Newburgh Office of the Comptroller.

DRAFT

RESOLUTION NO.: 252 -2013

OF

DECEMBER 9, 2013

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
PROCEDURE FOR ASSIGNING EQUIPMENT**

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Procedure for Assigning Equipment, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect on January 1, 2014.



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7322
Fax (845) 569-7490

John J. Aber
City Comptroller
jaber@cityofnewburgh-ny.gov

TO: James Slaughter, Interim City Manager
FROM: John J. Aber, City Comptroller
DATE: November 18, 2013
SUBJECT: Issuance of City Owned Equipment

I: PURPOSE

The purpose of this memorandum is to outline the procedure for the issuance and tracking of City owned equipment to employees.

II: GENERAL

The Office of the Comptroller will be responsible for tracking all City owned equipment issued to employees. Equipment issuance will be tracked electronically in individual employee records in ADP and hard copies will be filed in employees personal folders.

III: PROCEDURE

- A. City of Newburgh employees, both full time and part time, can request issuance of City owned equipment by completing an Equipment Assignment Agreement Form.
- B. The Equipment Assignment Agreement form is available in the Office of the Comptroller and on-line (City of Newburgh Home Page – Office of Comptroller).
- C. Each form must be approved by the employee's Department Head. If a Department Head is requesting the equipment for him/herself, then the City Manager is responsible for approving the form.
- D. Once completed and approved, the Equipment Assignment Agreement Form is submitted to the Department responsible for issuing the equipment (see attached Department List).

- E. The Department responsible for issuing the equipment will complete the required fields on the Equipment Assignment Agreement Form, issue the equipment to the employee and then forward the form to the Office of the Comptroller for filing.
- F. Once equipment is issued to an employee, the employee is responsible for the equipment. Employees are required to report to their Department Head when equipment is damaged. In addition, if the equipment is lost or stolen, the employee must notify their Department Head and the Newburgh Police Department. A copy of the Police report is to be submitted to the Office of the Comptroller for filing.
- G. Departments responsible for issuing the equipment will notify the Office of the Comptroller when equipment is returned. The Office of the Comptroller will update the employee's file.
- H. Upon separation from the City, all employees are required to surrender City property. The final paycheck for employees will be held until all equipment is returned.

DRAFT

Department Equipment List

Equipment

Lap-top Computer
Cell-Phone
Ipad
Camera/DVD Recorders
ID Employee Cards
Misc. IT Equipment
Two-way Radios
Building Keys
Vehicles (Commuting)
Parking Tags
Safety Equipment (Fire)
Safety Equipment (Police)
Safety Equipment (DPW)
Safety Equipment (Water)
Music Equipment

Department

Information Technology
Department of Public Works
Department of Public Works
Parking Enforcement
Fire Department
Police Department
Department of Public Works
Water Department
Recreation Department

DRAFT

CITY OF NEWBURGH

Equipment Assignment Agreement Form

Date Issued:

Date Returned:

I hereby acknowledge receipt and assignment of the following City of Newburgh Property:

- Office/Building Key(s): _____
- ID/Security Access Card: _____
- Cell Phone (Make, Model, ESN): _____
- Laptop/Tablet (Make, Model, Serial#): _____
- Camera (Make, Model, Serial#): _____
- Aircard/MiFi (Make, Model, Serial#): _____
- Safety Equipment (list): _____
- Uniform (list): _____
- Other (list): _____

Return of property obligations: In the event of my separation from employment with the City of Newburgh, I will return all City property (specified above or attached hereto), upon or before my last day of work. If any property is not returned, I authorize the City to withhold my final paycheck until the described items are returned. **Any damage to assigned property must be reported to my Department head immediately. Any lost or stolen items must be reported to the Newburgh City Police Department and my Department head immediately.**

Employee Name (Print)

Dept. Head or Designee Signature

Employee Signature

Condition of Property
Returned _____

Department

RESOLUTION NO.: 253 - 2013

OF

DECEMBER 9, 2013

A RESOLUTION COMMEMORATING THE 60TH ANNIVERSARY OF THE LANDMARK
SUPREME COURT DECISION OF BROWN VERSUS BOARD OF EDUCATION
AND
SUPPORTING THE "BROWN 60" PLANNING COMMITTEE
IN THEIR EFFORTS TO RAISE AWARENESS

WHEREAS, the "Brown 60" Planning Committee has requested the support of the Council of the City of Newburgh in connection with their efforts to raise awareness of the 60th anniversary of the landmark Supreme Court Decision of Brown versus Board of Education, which unanimously held that segregation of children in public schools violated the Fourteenth Amendment; and

WHEREAS, in August 2013, the City of Newburgh's Human Rights Commission collaborated with a team of community leaders to discuss ways to commemorate the 60th anniversary of Brown versus Board of Education and as a result they created an initiative called "Brown 60"; and

WHEREAS, the "Brown 60" initiative will produce a series of public education events, roundtable discussions, workshops, seminars and youth programs to provide information and analysis about historical origins and the significance of the Supreme Court's Decision to understanding issues and concerns in today's society; and

WHEREAS, on December 19, 2013 the Planning Committee will publically launch "Brown 60" at SUNY Orange unveiling 2014's first quarter events;

NOW, THEREFORE, BE IT RESOLVED, that this Council of the City of Newburgh, New York hereby commemorates the 60th anniversary of the landmark Supreme Court Decision of Brown versus Board of Education and supports the "Brown 60" Planning Committee in their efforts to raise awareness.