



## City of Newburgh Council Work Session

6:00 pm

November 10, 2011

### AGENDA

1. Presentations:
  - a. Wastewater Treatment Plant Annual Report – Joe Sagnis, Severn Trent
  - b. Update on the belt filter press/consultant selection – Craig Marti, City Engineer
  - c. Request to install permanent fixture for Menorah on Rev. Dr. Martin Luther King Jr. Blvd. - Rabbi Serebryanski, Chabad Eastern Orange
  
2. Finance Department:
  - a. Third Quarter Report to the State Comptroller
  - b. O'Connor Davies Munns & Dobbins Management Letter
  - c. 2012 Budget Update – Richard Herbek
  - d. (Res. 220) Authorization to transfer \$10,000 from Contingency to Public Works/Snow Removal Overtime within the amended 2011 Budget
  
3. Planning and Development/Real Estate:
  - a. Transfer of properties located in the Land Bank target area – Chief Michael Vatter
  - b. Land Bank – administration of Schumer grant
  - c. (Res. 221) A resolution approving the City of Newburgh's Consolidated Housing and Community Development Strategy and Action Plan for fiscal year 2012.
  - d. (Res. 222) Third Amendment to the License Agreement with the Rowing Club to erect a timber framed pavilion and two canvas storage garages.
  - e. Request for a 60-day extension to close title on 187 Lander and 162 South Street, sold at the April 14, 2011 property auction, in order to clear title issues.
  - f. (Res. 227) Satisfaction of Mortgage related to property located at 71 Lander Street
  
4. Discussion Items:
  - a. (Res. 223) Support for the application of the Historical Society of Newburgh Bay and the Highlands for a grant under the Environmental Protection Fund for the Crawford House Restoration Park project.
  - b. (Res. 224) Inter-Municipal Agreement between Orange County and the City of Newburgh for the establishment of the Countywide Law Records Management System Program
  - c. (Res. 225) Adoption of the Cyber/Electronic and Telephonic Communications policy
  - d. (Res. 226) Adoption of the City of Newburgh Vehicle Use and Procedure policy

e. South Street Park co-operation agreement

5. Executive Session:

a. Collective Bargaining

RESOLUTION NO.: 220 - 2011

OF

NOVEMBER 14, 2011

RESOLUTION AMENDING RESOLUTION NO: 264-2010,  
THE AMENDED 2011 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER \$10,000.00 FROM CONTINGENCY TO  
PUBLIC WORKS SNOW REMOVAL OVERTIME  
IN CONNECTION WITH EXPENSES DUE TO INCREASED INCLEMENT WEATHER

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No: 264-2010, the 2011 Amended Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
Contingency	A.1900.1990	\$10,000.00	
Public Works Snow Removal Overtime			\$10,000.00

RESOLUTION NO.: 221 -2011

OF

NOVEMBER 14, 2011

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD  
AMENDMENT TO THE LICENSE AGREEMENT WITH THE NEWBURGH  
ROWING CLUB TO ERECT A TIMBER FRAMED PAVILION  
AND TWO CANVAS STORAGE GARAGES**

WHEREAS, the City of Newburgh ("City") and the Newburgh Rowing Club agree that the sport of rowing encourages discipline, character, teamwork, physical fitness and good health; and that rowing enjoys a prominent historical connection with the City of Newburgh, being the site of the landmark achievements of the Ward brothers, namesakes of the Ward Brothers Memorial Rowing Park; and

WHEREAS, the Newburgh Rowing Club provides valuable recreational, social and community-based opportunities to the City and the greater Newburgh area, and enhances the City's quality of life bringing renown and the esteem of schools, athletic associations, clubs and other communities far and wide; and

WHEREAS, the City and the Newburgh Rowing Club wish to further develop and advance their relationship which is in the best interests of the people of the City, the Newburgh Rowing Club and its participants and supporters, the sport of rowing and the greater Newburgh community; and therefore wish to enter into the Memorandum of Understanding as provided hereby; and

WHEREAS, the City and the Newburgh Rowing Club entered into a License Agreement dated October 31, 1999, as authorized by Resolution No. 210-99, dated October 12, 1999, as amended by Amendment to License Agreement, as authorized by Resolution No. 83-2002 of April 22, 2002, as amended by Second Amendment to License Agreement, as authorized by Resolution No. 104-2011 of May 23, 2011, permitting NRC to construct a boathouse and sewer connection to the Newburgh Sewage Treatment Plant, parking facility, landscape and docks; to erect two utility poles to carry electricity and to maintain certain insurance policies during public events; and to conduct its activities on a portion of waterfront parkland owned by the City; and

WHEREAS, the City and the Newburgh Rowing Club wish to further amend the License Agreement to permit the Newburgh Rowing Club to erect and maintain a 17' x 30' timber framed pavilion and to erect and maintain two 13' x 20' canvas garages for the

storage of equipment reasonable and necessary for the expressed purpose of the Newburgh Rowing Club;

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute the Third Amendment to License Agreement with the Newburgh Rowing Club in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, same as being required by law and in the best interests of the City of Newburgh, and any other documents as may be required by law, rule or regulations, to authorize NRC to erect and maintain a 17' x 30' timber framed pavilion and two 13' x 20' canvas storage garages.

THIRD AMENDMENT TO LICENSE AGREEMENT

This THIRD AMENDMENT TO LICENSE AGREEMENT dated November \_\_\_\_\_, 2011 to License Agreement dated October 13, 1999, by and between the CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, Newburgh, New York 12550 ("City"), and the NEWBURGH ROWING CLUB, INC., a New York not-for-profit corporation with mailing address at P.O. Box 227, Newburgh, New York 12551 ("Licensee").

Whereas, the City and Licensee entered into a License Agreement dated October 13, 1999, as authorized by Resolution No. 210-99 of October 12, 1999, as amended by Amendment to License Agreement, as authorized by Resolution No. 83-2002 of April 22, 2002, and as amended by Second Amendment to License Agreement, as authorized by Resolution No. 104-2011 of May 23, 2011, copies of such License Agreement, Amendment to License Agreement, Second Amendment to License Agreement and three (3) Resolutions being attached hereto, and

Whereas, the City and Licensee wish to further amend the License Agreement, now therefore

The City and Licensee agree as follows:

1. The License Agreement shall be further amended to add a new paragraph 15 to read as follows:

15. This license shall additionally include the right to erect and maintain a timber-framed pavilion with structural steel supports having a dimension of 17' by 30', as shown on the attached sketch, and to erect and maintain two canvass garages having a dimensions of 13' by 20' to store equipment reasonable and necessary for the expressed purpose of the not-for-profit corporation. The Licensee shall pay all costs of erecting, maintaining, removing, and replacing, if necessary, the pavilion and the canvass garages. The Licensee shall be responsible for obtaining all necessary approvals and permits from Federal, State and local agencies and review boards with jurisdiction over the proposed construction.

2. All other terms and conditions of the License Agreement, Amendment to License Agreement and Second Amendment to License Agreement shall continue to remain in full force and effect.

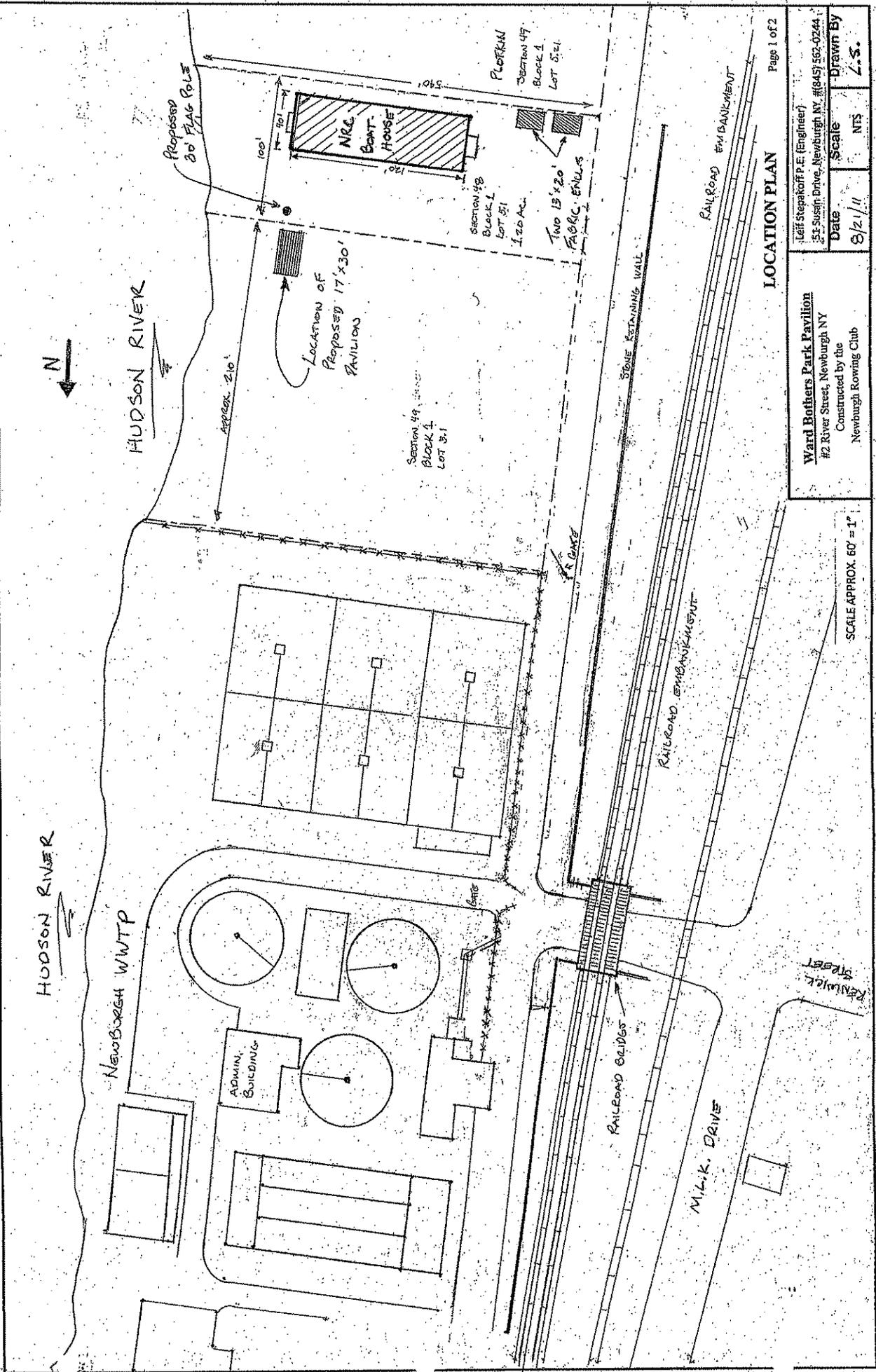
CITY OF NEWBURGH

By \_\_\_\_\_

Richard R. Herbek  
Acting City Manager

NEWBURGH ROWING CLUB, INC.

By \_\_\_\_\_  
Robert Frederick  
President



Ward Brothers Park Pavilion #2 River Street, Newburgh NY Constructed by the Newburgh Rowing Club		Date: 8/2/11 Scale: NTS Drawn By: L.S.
Leif Stepanoff P.E. (Engineer) 55 Susan Drive, Newburgh NY #8457-563-0244		Page 1 of 2

LOCATION PLAN

RESOLUTION NO.: 222 - 2011

OF

NOVEMBER 14, 2011

**A RESOLUTION APPROVING THE CITY OF NEWBURGH'S CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR FISCAL YEAR 2012**

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Cranston-Gonzalez National Affordable Housing Act; and

WHEREAS, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, this plan was submitted to and approved by the United States Department of Housing and Urban Development; and

WHEREAS, the City of Newburgh has now prepared a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the second year it is in effect; and

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2012 Community Development Block Grant Entitlement Program:

<b>Program</b>	<b>Amount:</b>	<b>Use:</b>
Administration	\$112,592	Funding of staff and administrative costs. .5fte office manager and CD Director. Temporary Analysis of impediments planning. System upgrades.
In-Rem Stabilization Program	\$31,912	Program to maintain tenants and maintain properties received via the foreclosure process. Temporary DPW staff and .5 FTE Property Manager.
Home Ownership Rehabilitation	\$55,791	A grant/ loan program for low income residents to make home improvements. .5 FTE housing loan officer and Code Enforcement
Economic Development- Job Training	\$90,000	Phase II. Coordinated Workforce Development plan.
Demolition	\$200,000	Demolition of Hazardous Buildings within Census Tract 4 & 5

Scattered Sidewalk/ Street Improvement	\$150,000	Improvements to streets and sidewalks in census tract 4 & 5
Special Economic Development Activities	\$ 117,958	Coordination of Special Development Projects, Commercial Façade Development, and the Development of identified industrial buildings through partnerships with Landbank, Industrial Development Agency. .5 FTE CD Director and staff position.
Newburgh Mural Project	\$30,000	Development of Public Art via murals in Census tract 4 & 5.
Fair Housing Counseling	\$26,747	As a result of the Analysis of Impediments, the City will contract a pilot an implementation program
Community & Youth Programming	\$35,000	Leverage 2011 funds to provide grants to not for profit organizations for youth service activities. There are \$15,000 remaining unallocated from 2010
<b>Total Funding Requests:</b>	<b>\$ 850,000</b>	

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve the one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the one-year Action Plan and execute the Standard Form 424 (Application for Federal Funds) and certifications; and he is further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required; and

BE IT FURTHER RESOLVED, that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with said certifications.

Nydia E. Padilla-Barham

Attorney At Law  
540 Bruyn Turnpike  
Wallkill, New York 12589

(845) 784-1778 \*\* FAX (347) 571-9088

RECEIVED

NOV 02 2011

CORPORATION COUNSEL

November 2, 2011

Michelle Kelson - Corporation Counsel  
The City of Newburgh  
Office of the Corporation Counsel  
83 Broadway  
Newburgh, New York 12550

RE: Request for Additional Time to Examine Title  
The City of Newburgh to Caridad Paz  
187 Lander Street – Section 11, Block 3, Lot 26  
162 South Street – Section 11, Block, Lot 21

Dear Ms. Kelson,

On behalf of my client Caridad Paz, I am requesting an extension of the contract in order to retain another title company to do a title investigation with the hopes of obtaining title insurance. I am also requesting that a copy of all applicable unrecorded deeds that are in the possession of your office and that can be recorded be forwarded so that my title company can make a determination of insurability.

My office attempted to research the title on these properties and the title company was stumped by the number of potential owners and unrecorded transfers that appeared to be associated with this property.

In response to my request for a title report, I received communications from the title company that they would not insure the title.

Sincerely,



Nydia E. Padilla-Barham

RESOLUTION NO.: 223 - 2011

OF

NOVEMBER 14, 2011

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH,  
NEW YORK SUPPORTING THE FILING OF AN APPLICATION OF THE HISTORICAL  
SOCIETY OF NEWBURGH BAY AND THE HIGHLANDS  
FOR A GRANT UNDER THE ENVIRONMENTAL PROTECTION FUND  
FOR THE CRAWFORD HOUSE RESTORATION PARK PROJECT**

WHEREAS, the Historical Society of Newburgh Bay and the Highlands is applying to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) for a grant under the Environmental Protection Fund for a park project to be located at 189 Montgomery Street, Newburgh, New York, also known as the Crawford House, a site located within the territorial jurisdiction of this Council; and

WHEREAS, as a requirement under the rules of these programs, said not-for-profit corporation must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located";

WHEREAS, the City Council of the City of Newburgh believes that supporting the grant application 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 We, the City Council of the City of Newburgh, do hereby support the application of the Historical Society of Newburgh Bay and the Highlands for a grant under the Environmental Protection Fund for a park project known as the Crawford House restoration and located within this community.

RESOLUTION NO.: 224 - 2011

OF

NOVEMBER 14, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT  
BETWEEN THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH  
IN CONNECTION WITH THE COUNTYWIDE LAW  
RECORDS MANAGEMENT SYSTEM PROGRAM

WHEREAS, the County of Orange collaborated with local municipalities to establish a Countywide Law Records Management System; and

WHEREAS, the City of Newburgh joined with the County of Orange and other local law enforcement agencies to establish a system to improve and enhance important law enforcement functions as provided by the terms of the agreement including but not limited to communications, database compilation and access, technology and equipment, record-keeping, inter-agency coordination and other important police functions; and

WHEREAS, the City of Newburgh wishes to enter into the annexed inter-municipal agreement to facilitate the program to share police related information and intelligence through a video network that links the City of Newburgh and the County of Orange with the other local law enforcement agencies; and

WHEREAS, this Council has determined that the City's participation in such program is in the best interests of the City of Newburgh and will enhance law enforcement in the City of Newburgh and in surrounding local municipalities, in cooperation with the County of Orange and other law enforcement agencies;

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 inter-municipal agreement between the County of Orange and the City of Newburgh to facilitate the Countywide Law Records Management System Program in order to enhance important law enforcement functions for the City of Newburgh and other local law enforcement agencies.



## INTER-MUNICIPAL AGREEMENT

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of September 2011, by and between the County of Orange, a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York (hereinafter "COUNTY"), and the City of Newburgh, a City of the State of New York, with principal offices at 83 Broadway, Newburgh, New York (hereinafter "MUNICIPALITY").

### ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. The COUNTY administers Federal and NYS Department of Criminal Justice Services grant funds under the implementing authority of the Sheriff of Orange County, an independent elected official, pursuant to the laws, rules and regulations of the State of New York. The MUNICIPALITY has no such comparable department or function.

The COUNTY and the MUNICIPALITY wish to cooperate in the purchase, installation, management, and implementation of the strategies of the Byrne Justice Assistance Grant (*See Appendix D to Schedule A*). The purpose of the COUNTY's Program is to facilitate our regional capability to share police related information and intelligence through a video network that links the IMPACT agencies of the:

- a. City of Newburgh Police Department;
- b. Town of Newburgh Police Department;
- c. Town of New Windsor Police Department;
- d. Orange County Sheriff's Office;
- e. Orange County Probation Department;
- f. City of Middletown Police Department;
- g. New York State Police; and
- h. New York State Department of Corrections and Community Supervision (formerly known as NYS Parole).

The COUNTY agreed to apply for, administer and has been granted funding from the New York State Department of Criminal Justice Services (hereinafter "DCJS"). The grant is a Byrne Justice Assistance grant, and DCJS has allocated \$50,000 in funding to be administered by the COUNTY. The grant management system (GMS) number is BJ10-1142-D00, the DCJS number is BJ09632359, and the catalog of federal domestic assistance (CFDA) number is 16.738.

The grant award information sheet is attached to this agreement as **Schedule B**.

It is the intention of the COUNTY, in order to carry out the goals of the Program, to purchase and assign to MUNICIPALITY the following:

- a. One (1) Digital Media Player 4305G HW, 2GB SD Card, Acc. Kit Global WY-FY Program Storage Box;
- b. Digital Media Player V5.2-perpetual software license for WY-FY Program Storage Box;
- c. Software support/maintenance for WY-FY Program Storage Box Digital Media Player;
- d. SMARTNET Digital Media Player WY-FY Program Storage Box Hardware Support (8 hours a day / 5 days per week / next business day);
- e. One (1) Cisco LCD Pro 100, 40 inch, digital signage monitor, 1080p, Bezel N, with remote control;
- f. SMARTNET LCD Pro 100, 40 inch Digital Monitor Hardware Support (8 hours a day / 5 days per week / next business day);
- g. One (1) DMP 4305 Protective Case Mount, Series 1 for WY-FY Program Storage Box;
- h. One (1) Universal Tilt Wall Mount for LCD Pro 100, 40 inch digital monitor; and
- i. All related appurtenances.

(hereinafter "Equipment").

The software support/maintenance and hardware support referenced in this Article shall extend for one (1) year from the date of installation of the Equipment.

The total expenditures for this Program shall not exceed \$50,000.00. The expenditure of the funds and the activities of the parties shall be in full compliance with the terms and conditions of this Inter-municipal Agreement (hereinafter "Agreement"), as well as the terms and conditions of the grant contract agreement

between the COUNTY and the State of New York, which provided the underlying funding to the COUNTY. (Schedule "A").

## **ARTICLE 2. TERMS OF AGREEMENT**

MUNICIPALITY shall:

- a. Receive and utilize the Equipment pursuant to the terms of this Agreement;
- b. Permit the installation, set-up and testing of the Equipment at the City of Newburgh Police Department, 55 Broadway, Newburgh, New York;
- c. Input and upload data relating to crimes classified as Part 1 Index crimes, or crimes where notification of the IMPACT agencies is warranted due to the nature and severity of the crime;
- d. Ensure Equipment operates 24 hours per day, 365 days per year;
- e. Provide the necessary electrical and internet service required for the operation of the Equipment;
- f. Have responsibility for the maintenance, service, and repair of the Equipment once installation, set-up and testing of the Equipment has been completed. This includes taking appropriate steps to obtain maintenance, service and repair services after the expiration of the one (1) year warranty period for hardware support and software support/maintenance;
- g. Take reasonable steps to prevent interference with the operation of the Equipment;
- h. Carry out the designated and intended purpose of the Equipment;
- i. Use the Equipment only in accordance with the intended purposes and objectives of the Byrne Justice Assistance Grant;
- j. Comply with the terms and conditions contained in the Agreement entered into by the COUNTY and the State of New York, including such terms and conditions imposing an obligation and/or restriction on the COUNTY. This includes, but is not limited to, Appendix A, Appendix A-1, Appendix C, Appendix D, Appendix F, Appendix G, and any referenced statute, regulation, or guidance document. A copy of the Agreement between the COUNTY and the State of New York is annexed to this Agreement as Schedule A; and
- k. Provide any and all documentation required by COUNTY to meet its obligations under this Agreement or the agreement between the COUNTY and the State of New York. (Exhibit "A").

Municipality acknowledges that the Equipment is the property of the State of New York.

## **ARTICLE 3. EXECUTORY CLAUSE**

The COUNTY shall have no liability under this Agreement beyond assignment of the Equipment pursuant to the terms of this Agreement.

This Agreement may be terminated or reduced, at the sole discretion of the COUNTY, if the funding for the Program is terminated, reduced, or not provided to the County.

## **ARTICLE 4. PROCUREMENT OF AGREEMENT**

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

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach.

## **ARTICLE 5. CONFLICT OF INTEREST**

MUNICIPALITY represents and warrants that its directors, officers, members, partners and/or employees do not, and shall not, have an interest that conflicts in any manner with this Agreement. MUNICIPALITY further represents and warrants that it shall not employ any person having such an interest. No elected official, officer of the COUNTY, employee of the COUNTY, person whose salary is payable (in whole or in part) by the COUNTY, or any corporation, partnership or association that a COUNTY official, officer or employee is directly or indirectly interested, shall have an interest in this Agreement, unless such person (1) if required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure Form to include the specific interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said Disclosure form disclosing the specific interest in this Agreement or seek a formal opinion from the Orange

County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover from MUNICIPALITY the Equipment, as well as any sums expended to install the Equipment. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

#### **ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING**

No party shall assign any of its rights, interest or obligations under this Agreement, or enter into a sub-contract relating to the Equipment, without the prior written consent of the COUNTY.

#### **ARTICLE 7. BOOKS AND RECORDS**

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

#### **ARTICLE 8. RETENTION OF RECORDS**

MUNICIPALITY agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the Equipment is returned to the COUNTY or after final disposition of the Equipment. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

#### **ARTICLE 9. AUDIT BY THE COUNTY AND OTHERS**

All books, records and other documents relating to this Agreement are subject to audit by the County, the State of New York, the federal government and/or other person or entity duly authorized by the County to perform such audit. MUNICIPALITY shall submit any documentation relating to this Agreement, that may be required by the County or by the Agreement between the County and the State of New York.

#### **ARTICLE 10. INDEMNIFICATION**

MUNICIPALITY agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) relating to the Equipment or the Services to be provided under this Agreement.

#### **ARTICLE 11. TERMINATION**

The County may, by written notice to MUNICIPALITY effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of MUNICIPALITY to comply with any of the terms or conditions of this Agreement, or (3) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this Agreement, the MUNICIPALITY shall comply with any and all County closeout procedures, including, but not limited to, furnishing within thirty (30) days an inventory of all Equipment, appurtenances and property in the possession of the MUNICIPALITY that was provided to MUNICIPALITY pursuant to this Agreement, and carrying out any County directive concerning the disposition of the Equipment.

In the event the COUNTY terminates this Agreement in whole or in part, the Equipment will no longer be used by the MUNICIPALITY without the written consent of the COUNTY.

Notwithstanding any other provision of this Agreement, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of the Agreement or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided in this Agreement shall not be exclusive, and are in addition to any other rights and/or remedies provided by law.

MUNICIPALITY shall not dispose of any Equipment without the written consent of the COUNTY.

#### **ARTICLE 12. GENERAL RELEASE**

The acceptance by the MUNICIPALITY, or its assignees, of the terms of this Agreement, shall constitute and operate as a general release in favor of the COUNTY from any and all claims of the MUNICIPALITY arising out of the Equipment or Agreement.

## Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or the Municipality, to any person or entity to be used for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance has been placed when this Agreement was made. Submission of this certification is a prerequisite for entering into this Agreement pursuant to § 1352, title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print Name: Richard F. Herbek

Address: 83 Broadway, Newburgh, NY 12550

Date: \_\_\_\_\_

## Drug-Free Workplace

The undersigned certifies that MUNICIPALITY will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the MUNICIPALITY's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about --
  1. The dangers of drug abuse in the workplace;
  2. The MUNICIPALITY's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  1. Abide by the terms of the statement; and
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the MUNICIPALITY, I hereby certify that the MUNICIPALITY will comply with the above certification.

\_\_\_\_\_  
Signature of Authorized Certifying Official

Richard F. Herbek  
\_\_\_\_\_  
Print Name

Acting City Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Certified Assurances for Federally-Supported Projects

MUNICIPALITY hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements that govern the application, acceptance, and use of Federal funds and/or equipment purchased with Federal funds. The MUNICIPALITY assures and certifies that:

1. It possesses legal authority to accept grant money and/or equipment purchased with grant money; if required, a resolution, motion, or similar action, has been duly adopted or passed as an official act of the applicant's governing body, authorizing the acceptance of grant money and/or equipment purchased with grant money, and authorizing the person identified as the official representative of the Municipality to provide such additional information as may be required.
2. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with the provisions of Federal law known as the Hatch Act, which limits certain political activities of employees of a State or local government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC § 1501, *et seq.*, as amended).
4. It will comply with the minimum wage and minimum hours provisions of the Federal Fair Labor Standards Act, if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the U.S. Department of Justice, New York State Division of Criminal Justice Services (DCJS) or the New York State Comptroller's Office, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the U.S. Department of Justice and New York State concerning special requirements of law, program requirements, and other administrative requirements.
8. It will ensure that the facilities under its ownership, lease, or supervision that shall be utilized in the accomplishment of the project (if any) are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify DCJS of the receipt of any communication from the Director of the EPA Office

of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance requirements of § 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, § 102 (a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect Federal assistance.
10. It will assist DCJS in its compliance with § 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archeological and Historical Preservation Act of 1966 (16 U.S.C. 496a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, notifying DCJS of the existence of any such properties, and by (b) complying with all requirements established by the Federal Government to avoid or mitigate adverse effects upon such properties.
11. It will comply with the applicable provisions of the Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victim of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs *Financial Guide*; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
13. It will comply with, and all its contractors will also comply with, the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; § 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975;

Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination. C.F.R. Part 35 and Part 39.

14. It assures that in the event a Federal or State court, or a Federal or State administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against applicant, the applicant will forward a copy of the finding to DCJS for transmittal to the U.S. Department of Justice, Office of Civil Rights.
15. It will be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered pursuant to this agreement. MUNICIPALITY will indemnify and hold harmless New York State and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of federally-funded services.
16. It assures that Federal formula grant funds, or the required cash matching funds, will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement and criminal justice activities.
17. It assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which federal funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement and criminal justice activities by recipients of grant funds.
18. It assures that it shall maintain such data and information and submit such reports in such form at such times and containing such data and information as DCJS may reasonably require to administer the program.
19. It agrees that, in compliance with § 623 of Public Law 102-141, no amount of this award shall be used to finance the acquisition of goods or services (including construction services) that have an aggregate value of \$500,000 or more, unless the recipient:
  - a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and
  - b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
20. New York State agency applicants assure compliance with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the Federal Government to maintain a drug-free workplace.

21. It agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the MUNICIPALITY describing program or project funded (in whole or in part) with Federal funds, shall contain the following statement:

"This project was supported by Grant Management System number BJ10-1142-D00, awarded by the Office of Justice Programs, U.S. Department of Justice to the State of New York, Division of Criminal Justice Services (DCJS). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or DCJS."

The applicant also agrees that one copy of any such publication will be submitted to DCJS to be placed on file and distributed as appropriate to other potential grantees or interested parties. DCJS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

#### **Instructions for Certification**

22. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
23. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
24. MUNICIPALITY shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Signature: \_\_\_\_\_

Print Name: Richard F. Herbek

Address: 83 Broadway, Newburgh, NY 12550

Date: \_\_\_\_\_

**DEBARMENT AND SUSPENSION CERTIFICATION  
(EXECUTIVE ORDER 12549)**

On February 18, 1986, Executive Order (EO) 12549, "Debarment and Suspension", authorized establishing a government-wide system for excluding, in appropriate cases, individuals and legal entities from participating in Federal financial programs and activities.

The Byrne Justice Grant for Digital Signage falls under this Executive Order. A person or entity currently debarred or suspended from receiving Federal financial assistance is not eligible to accept funding/equipment under the Byrne Justice Grant Program.

I, Richard F. Herbek, hereby certify as follows:

I am the Acting City Manager of the City of Newburgh, which is not debarred, suspended, ineligible, or excluded from participating in programs and activities involving Federal financial and nonfinancial assistance and benefits.

The information contained in this certification is true and accurate, to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Certifying Official

Richard F. Herbek  
Print Name

Acting City Manager  
Title

\_\_\_\_\_  
Date

**CERTIFICATE OF AUTHORITY**

I, Richard F. Herbek, hereby certify as follows:

I am the (title) Acting City Manager of the City of Newburgh of State of New York. On October 24, 2011 I executed the Inter-Municipal Agreement between the County of Orange and the City of Newburgh. At the time of this execution I was duly authorized to execute such Agreement, and that such authority was in full force and effect.

Signature: \_\_\_\_\_

Print Name: Richard F. Herbek

Address: 83 Broadway, Newburgh, NY 12550

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of New York  
County of Orange

On the \_\_\_\_\_ day of \_\_\_\_\_ 2011, before me, the undersigned, personally appeared, \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

RESOLUTION NO.: 225 - 2011

OF

NOVEMBER 14, 2011

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH  
CYBER/ELECTRONIC AND TELEPHONIC COMMUNICATIONS POLICY**

**BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby adopts the City of Newburgh Cyber/Electronic and Telephonic Communications Policy, a copy of which is attached hereto and made a part of this Resolution; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

**CITY OF NEWBURGH**  
**CYBER/ELECTRONIC AND TELEPHONIC COMMUNICATIONS POLICY**

**PREAMBLE AND PURPOSE**

THE CITY OF NEWBURGH ("CITY") ELECTRONIC COMMUNICATIONS SYSTEMS, INCLUDING COMPUTERS, E-MAIL AND THE INTERNET, AND THE CITY'S TELEPHONIC COMMUNICATIONS SYSTEMS ARE ESSENTIAL TO THE PROFESSIONAL CONDUCT OF CITY BUSINESS. CITY EMPLOYEES, VOLUNTEERS AND AGENTS HAVE A LEGAL AND ETHICAL OBLIGATION TO USE SUCH SYSTEMS IN A PRODUCTIVE AND RESPONSIBLE MANNER. IT IS IMPERATIVE THAT CITY EMPLOYEES READ AND UNDERSTAND THE CITY POLICY WITH RESPECT TO ELECTRONIC AND TELEPHONIC COMMUNICATIONS AND ADHERE TO IT. EMPLOYEES WHO VIOLATE THIS POLICY ARE SUBJECT TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION. THIS POLICY IS NOT INTENDED TO NOR SHALL IT MODIFY OR AFFECT IN ANY MANNER ANY PROCEDURES, POLICIES, USAGES OR OTHER OFFICIAL OPERATION OF ANY EMERGENCY COMMUNICATIONS SYSTEMS OR DEVICES USED BY ANY CITY EMERGENCY RESPONSE AGENCY. IN THE CARRYING OUT OF OFFICIAL DUTIES, NO EMPLOYEE HAS OR SHALL EXPECT PRIVACY WITH RESPECT TO ANY USAGE OF SUCH CITY SYSTEMS. ACCESSING PERSONAL DATABASES, ACCOUNTS OR OTHER CONTACTS UNRELATED TO CONDUCTING THE BUSINESS OF THE CITY, IS PROHIBITED.

**1. DEFINITIONS.**

CITY ~ As used herein and unless otherwise specified shall mean the City of Newburgh, New York.

BUSINESS USE ~ City-provided computer systems that allow access to the Internet and electronic communication systems are the property of the City and are provided to facilitate the effective and efficient conduct of City business. Users are permitted access to the Internet and electronic communication systems to assist in the performance of their jobs. Each agency or department of the City shall follow this policy setting forth with specificity the work-related purposes for which such equipment and access are provided.

ELECTRONIC COMMUNICATION SYSTEMS ~ System used as a means of sending and receiving messages electronically through connected computer systems or the Internet, such as e-mail or voice mail.

INTERNET ~ An international network of independent computer systems. The World Wide Web is one of the most recognized means of using the Internet.

PERSONAL USE ~ Personal use means use that is not job-related. Personal use is prohibited if it:

- interferes with the user's productivity or work performance or with any other employee's productivity or work performance;
- adversely affects the efficient operation of the computer system;
- violates any provision of this policy, any supplemental policy adopted by the agency supplying the Internet or electronic communication systems, or any other policy, regulation, law or guideline as set forth by local, State or Federal law.

TELECOMMUNICATIONS SYSTEM(S); COMPUTER NETWORK ~ One or more computers that can store, provide access to, transmit, receive and/or share information, typically connected by cable, data line, or satellite link, including personal computers ("pc's,") portable computers, word-processors or any other type or kind of device connected to or used in conjunction with the telecommunications or telephone systems of the City of Newburgh, including but not limited to any telephone or computer equipment, phone cards, copiers, facsimiles, printers, modems, projectors, audio and video equipment and other such devices and equipment; which are owned, leased, rented, borrowed or otherwise in the possession or use of or by the City of Newburgh.

TELEPHONE SYSTEM; TELEPHONE COMMUNICATIONS ~ Two or more telephones or telephone-like devices employed by employees, volunteers and agents of the City of Newburgh to communicate and transmit information.

USERS ~ All employees and agents of the City who use a City agency's telephonic or computer and/or other electronic communication systems. NOTE: Agencies which give consultants, contract personnel or other non-employees such as volunteers or interns access to the agency's telephonic or computer or other electronic communication systems shall require such individuals to abide by this policy.

## 2. PERSONAL USE OF CITY PROPERTY, FACILITIES AND EQUIPMENT PROHIBITED.

a. All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the City and, as such, are to be used solely for City-related purposes. The use of any software and business equipment, including, but not limited to, the City's e-mail system, the Internet, telecopiers, computers, facsimiles, modems, telephones, cell phones/Personal Digital Assistants, and copy machines for private purposes is prohibited.

b. Employees using City property or equipment for personal purposes do so at their own risk. Employees are not permitted to use a password, code, access a file or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from the City Manager and their department head. All passwords are City property and must not be shared with any unauthorized person. No employee may use a pass code or voice-mail access code that has not been issued or approved by the City, or that is unknown to the City. City business may be

conducted using only City computers and equipment. Use of any other computer requires *written* consent of the authorized Department Head.

3. IMPROPER E-MAIL AND INTERNET USE PROHIBITED

a. Improper use of the City's e-mail system and any other electronic and telephonic communication, including the Internet, is prohibited. Examples of improper conduct include, but are not limited to:

- Transmitting offensive images, offensive jokes or remarks.
- Transmitting messages that can reasonably be interpreted as threatening, intimidating, coercive, discriminatory or harassing.
- Requesting dates and/or sexual favors, or making personal or sexual remarks to others or transmitting same.
- Any use that can reasonably be interpreted as demeaning, defamatory or abusive of any individual or group.
- Any use which would violate or tend to violate the privacy rights of any individual.
- Any use which is or may tend to be in violation of any licensing or other contract or agreement pertaining thereto binding the City.
- Any use that is disruptive or offensive to others or creates, encourages or permits a hostile work environment.
- Any use involving obscene, pornographic or prurient material.
- Any use promoting or advancing the interests of any candidate for public office or any political organization.
- Any use during which the user remains anonymous or uses a false or misleading name or identity.
- Any use which promotes or advances a private commercial business or interest.
- Any private or personal use of hardware or software which is the property of the City, on City premises or elsewhere.
- Any use that is fraudulent, illegal or contrary to City policies, or leads to liability or harms or would tend to harm the status, stature or image of the City, or would tend to or does

expose the City to legal liability or penalty; or to significant or unusual or unnecessary costs or expenses.

4. RIGHTS OF CITY CONCERNING USE OF CITY FACILITIES AND EQUIPMENT.

a. To ensure that the use of electronic and telephonic communications systems and City property and/or equipment is consistent with the City's legitimate business interests, authorized representatives of the City may monitor the use of such equipment from time to time. This includes monitoring Internet usage of any kind. This may also include listening to stored voice-mail messages.

b. The City reserves the right, at any time and for any purpose, to monitor, review, audit, intercept, access, delete, use and disclose all files, documents, telephonic messages, e-mail messages, sites, messaging systems, chat rooms, blogs, news outlets or other communications, created, received, sent or stored over the telephone, e-mail or computer systems of the City. Employees should understand that personal passwords, access codes, and hard disk drives should not be used; and do not in any manner alter these City rights, nor do they create any employee privacy rights or expectations. The City may monitor employee use of City equipment at any time at its discretion, with or without notice to the employee. Employees should further understand that deleting or erasing material from the system might not in fact remove the material from the system.

c. Employees may not share or disclose their passwords to any unauthorized person or use their passwords for any unauthorized purpose.

5. CITY'S RIGHT TO AMEND ITS POLICY AND RULES.

The City may adopt and revise this policy and rules appertaining thereto as it may deem appropriate and necessary from time to time, as authorized by law. The City will adequately post revisions, but it is the user's responsibility to ensure that his/her use of the City of Newburgh computing and communication resources conforms to current policy.

6. SPECIAL INTERNET AND E-MAIL CONSIDERATIONS

a. (i) The City provides access to the Internet to some of its employees based upon the responsibilities of their position. The Internet represents a useful tool for the City in conducting its business, but like any other tool, it must be used properly. For purposes of this policy, the Internet includes any public electronic data communications network.

(ii) Internet e-mail offers similar capabilities to other e-mail systems, except that correspondents may be external to the City. External e-mail messages may carry one or more attachments. An attachment may be any kind of computer file, such as a word processing document, spreadsheet, software program, or graphic image.

- (iii) Just as the City has an official Internet web site, so do other organizations. Most public web sites are "read only," meaning that they permit a person who visits the site to read material posted on the Web site but not to leave a message. Other web sites permit visitors to establish continuing contact by leaving a message (the electronic equivalent of leaving your business card or a telephone message). The owner or operator of a private web site may record the information that a connection was made from the City. This can have important consequences to the City.
- b. (i) Any and all use of the Internet and/or e-mail may be conducted solely in accordance with the terms and conditions of this Policy and Rules.
- c. (i) No Violation of Copyright. Many of the materials on the Internet are protected by copyright. Even though they may seem to be freely accessible, many of the intellectual property laws which apply to print media still apply to software and material published on the Internet. Employees are permitted to print out web pages and to download material from the Internet for informational purposes as long as the purpose for such copying is directly related to City business and as long as such copying falls into the category of "fair use" which is the term used to describe a legal standard defining what the law does and does not allow. Copying or disseminating material that is copyrighted is prohibited. Employees having any questions regarding such materials should contact the Corporation Counsel for guidance in advance of such copying.
  - (ii) There are Federal and State laws which protect the rights of persons who originate creative works. Such works can include writings, artwork, graphics, humor, music and so on. Any employee using such material without the permission of the owner may be in violation of such laws and may expose themselves and the City to liability. Such use, which would tend to or would result in a violation of the copyright, patent, trademark or any other laws, rules or regulations of the United States or of the State of New York; or would tend to or would expose the City to liability for same, is prohibited.
  - (iii) As a general rule, employees may not forward, distribute, copy, re-publish or incorporate into another work, material retrieved from a web site or other external system. Very limited or "fair use" may be permitted by law in certain circumstances. Any employee desiring to reproduce or store the contents of a screen or Web site should contact the Corporation Counsel to ascertain whether the intended use is permissible.
- d. Use of the World Wide Web includes all restrictions, which apply generally to the use of the City's e-mail and other electronic and telephonic equipment, as noted above. In addition, the following rules apply with respect to Internet usage:

- (i) No Downloading of Non-Business Related Data. The City does not allow the download of files from the Internet. However, if a need to download files arises, you must receive prior permission from both your department head and from the City Information Systems Manager.
- (ii) No Downloading of Application Programs. The City does not permit the download or installation on City computers of application software from the Internet. The City does not permit the downloading of any program or information which may infiltrate, damage, alter, interfere with or otherwise harm the proper functioning of City systems; or which is unrelated to the conduct of City business. Such software may not only contain embedded viruses, but also is untested and may interfere with the functioning of standard City applications.
- (iii) No Participation in Web-based Surveys without Authorization. When using the Internet with City equipment during the employee(s) workday, the user implicitly involves the City in his/her expression. Therefore, users should not participate in web or e-mail based surveys, interviews or chat rooms without authorization or permission of the department head.
- (iv) No use of Subscription-based Services without Prior Approval. Some Internet sites require that users subscribe before being able to use them. Users should not subscribe to such services without the authorization of their department head and the City Manager.
- (v) Remote Access to any systems of the City. Remote access to any systems of the City without proper advance authorization is prohibited.

## 7. SECURITY PRECAUTIONS.

- a. To increase security, users shall take all necessary and appropriate measures to protect all City systems and equipment and the information which is stored therein and accessed and used thereby. Such measures shall include but not be limited to the following:
  - (i) Users should log off computer systems or take other appropriate precautions when their computers are not in use for a significant period of time.
  - (ii) Passwords and user accounts must not be "shared" with any unauthorized individual.
  - (iii) All anti-virus and other protective measures shall be employed at all times that City systems are in use.

- (iv) Careless, reckless, malicious or intentional damage to City systems is prohibited.
  - (v) Any violations of any provision or part of this policy shall be reported immediately to the department head and the City Manager.
- b. Rules for Use of Personal Computers. City employees, agents and volunteers, **SHALL NOT:**
- (i) Load software (screen savers, tutorials, application software, hardware, freeware, etc.) without prior written approval from your department head AND from the City's Information Systems Manager.
  - (ii) Copy, download, lend or allow unauthorized use of or access to software owned and/or licensed for use by the City.
  - (iii) Use, attach, load, apply, install or otherwise introduce into City systems personally owned and/or licensed software and/or hardware.
  - (iv) Install hardware or hardware drivers; and **SHALL NOT** relocate computer equipment or swap equipment from one PC to another.
  - (v) Exchange, or themselves take or allow others to take computer equipment, discs, software or any other City-owned property off of City premises or move or remove any City property without permission of the department head or City Manager. Requests to use any City-owned equipment or materials off-site must be made in writing and must be approved in advance by both the department head and the Information Systems Manager.
  - (vi) Act such as to accept and use or allow others the acceptance and use of computer hardware or software from other sources without the advance written authorization from the department head and the Information Systems Manager.
  - (vii) Turn off anti-virus protection or change settings pertaining thereto.
  - (viii) Change system settings (Network Neighborhood, Device Setup, E-mail Server options, Control Panel Regional Settings, etc.) or modify (delete or rename) system icons (My Computer, Network Neighborhood, Microsoft Word, etc.) from the main desktop screen.
  - (ix) Act so as to use or allow others the use of e-mail and Internet browsing for other than City business.
  - (x) Download from the Internet or open e-mail attachments that are ".exe" files unless the source, sender and/or originator has been properly verified.

- (xi) Use the Internet inquiry/download for inappropriate content.
  - (xii) Use media, such as CDs or diskettes, unless they have been checked for viruses by authorized and qualified City staff.
  - (xiii) Share computer passwords or access codes with any unauthorized person(s) at any time. Computer passwords are not to be stored or posted in any publicly accessible area nor kept among private office possessions in a manner that could lead to their exposure even with substantial effort and ingenuity. Information concerning or to the effect that any unauthorized person(s) know a password or access code(s) or other confidential information must be reported to the department head and to the City Manager immediately. The City may require periodic changes of passwords at its discretion.
  - (xiv) Fail to check any and all floppy diskettes inserted for viruses. All users are required to notify the City's Information Systems Manager, the department head and the City Manager immediately if a virus is detected.
  - (xv) Use or access any internet radio, television or other similar media station for any reason unrelated to city business or purposes.
  - (xvi) Use any instant messaging client(s) or services, such as but not limited to AOL Instant Messenger, Yahoo Messenger, MSN Messenger or others, unless prior written permission has been given therefore by both the department head and city Manager.
  - (xvii) Use any free or promotional internet web-mail sites unless prior written approval is granted therefore by both the department head and the City Manager.
- c. All City employees, agents and volunteers shall abide by the following:
- (i) All data files (documents, spreadsheets, etc.) must be saved on the server (F: drive, G: drive or Z: drive) folders and not on the PC. Storing files on the PC hard drives is done at risk. It is not the responsibility of Information Services to restore this information if there is a PC failure.
- d. Rules for Electronic Mail (E-mail & Internet):
- a. The City's e-mail systems are City-owned property and are intended to be used for official City business only. All messages sent or received via e-mail are City property. It is against City policy to use e-mail for any unlawful endeavor.

b. Employer Rights ~ The City reserves and intends to exercise the right to access and disclose contents of e-mail messages for any purpose, including but not limited to:

- (i) Finding lost messages
- (ii) Providing assistance when an employee is out of the office or otherwise unavailable
- (iii) Evaluating the effectiveness of electronic mail
- (iv) Complying with an investigation into suspected unlawful acts
- (v) Recovering from system failures or other emergencies
- (vi) Investigating suspected breaches of security or violation of City policies.

c. Usage Guidelines ~ All users shall exercise restraint when sending very large files, and shall not unnecessarily or inappropriately send messages to a large number of recipients, thereby wasting City network resources.

d. When the City grants an employee an e-mail account, it is the responsibility of the employee to adhere to the following guidelines:

- (i) E-mail messages must not involve personal sales or solicitation; must not be associated with any outside business activity; and must not potentially embarrass the City or violate City policy.
- (ii) Chain letters and/or messages are prohibited and may be illegal and must not be transmitted through City e-mail at any time.
- (iii) Region-Wide E-mail Messages ~ E-mail sent to all members on a "Global Address List" generates a heavy burden on the computer systems and network that have to route and store them. In many cases global messages interrupt the work of a substantial number of people. All Global Address e-mail must be approved by the department head before it is sent.

e. Reporting of Security Violations: Any employee suspected of unauthorized use of e-mail should be reported immediately to the department head and to the City Manager.

#### 8. COMPLIANCE (ENFORCEMENT FOR VIOLATION(S)):

a. Any violation(s) of this policy may result in disciplinary action under the City's Employee Disciplinary Policy up to and including termination. Other possible discipline actions might be:

- (i) Verbal and/or written counseling.
- (ii) PCs will be "locked down" to run only authorized standard software or other limitations on computer use.
- (iii) Internet access will be denied if improperly used.

(iv) E-mail privileges may be revoked.

b. As a condition of employment and continued employment, employees are required to sign an "Electronic Communications and Telephone Communications Acknowledgment Form" attached to this policy and available from the City Manager's Office. New employees are required to sign this form on their first day of City employment.

9. INTERPRETATION AND INTEGRATION

a. The City Manager, with the advice and in consultation with the Information Systems Manager and the Corporation Counsel, shall be responsible for official interpretation of this policy. Questions regarding the application of this policy should be directed to the Corporation Counsel.

b. This law and the policies, rules, terms and conditions hereof shall be interpreted and applied as provided under the laws of the United States and of the State of New York.

c. Should any part or portion of this policy be ruled invalid by any court or agency of competent jurisdiction, the remainder shall remain in full force and effect, as the sense thereof may permit.

Acknowledgment to be signed by employee; user's responsibility.

I acknowledge that I have received a written copy of the Cyber/Electronic and Telephonic Communications Policy for the City of Newburgh. I understand the terms of this policy and agree to abide by them. I realize that the City of Newburgh security software may record and store for management use the electronic e-mail messages I send and receive, the Internet address of any site that I visit and any network activity in which I transmit or receive any type of file. I understand that any violation of this policy could lead to my dismissal from employment or even criminal prosecution.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

**CYBER/ELECTRONIC AND TELEPHONIC COMMUNICATIONS**  
**EMPLOYEE ACKNOWLEDGMENT FORM**

I have read the City's "Cyber/Electronic and Telephonic Communications" policy and understand that I may bring any questions I have about the policy to my department head. I understand that any violation of the policy will subject me to disciplinary action, up to and including termination.

I understand that all electronic communication systems and all information transmitted by, received from, or stored in these systems are the property of the City. I also understand that these systems, including the Internet, are to be used solely for job-related purposes and not for personal purposes, and that I have no expectation of privacy in connection with the use of the equipment or with the transmission, receipt, or storage of information in the equipment. I also understand the City strictly forbids using these systems for any unlawful purpose, including discrimination and/or harassment. I understand that I may not act in such manner as may intentionally, recklessly or carelessly cause harm or damage to City systems.

I agree not to use a password, code, access a file, or retrieve any stored communication unless authorized. I acknowledge and consent to the City monitoring my use of its equipment at any time at its discretion. Such monitoring may include printing and reading all e-mail entering, leaving, or stored in these systems, and listening to my voicemail messages in the ordinary course of business.

I understand that any violations of these rules, regulations and standards may be a violation of City policy, or of ethics, or of law, I agree to comply with these rules, regulations, standards and policy, should I commit, or allow another to commit, any such violation, my privileges to use and access such systems may be restricted or revoked; and/or I may be subject to discipline up to and including termination; in addition to such other penalty as may be applicable under law, including but not limited to compensating and/or indemnifying the City for damages or loss.

Name of Employee (Print Name)	Name of Witness (Print Name)
Employee's Signature	Signature of Witness
Date	Date

\*\*\*\*\*  
**PLEASE RETURN THIS FORM TO THE CITY CLERK AFTER SIGNING**  
\*\*\*\*\*

RESOLUTION NO.: 274 - 2011

OF

NOVEMBER 14, 2011

A RESOLUTION ADOPTING THE CITY OF NEWBURGH  
VEHICLE USE AND PROCEDURE POLICY

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

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

# CITY OF NEWBURGH

## VEHICLE USE & PROCEDURE POLICY

### A. Municipal Vehicles

It is the policy of the City of Newburgh to authorize the acquisition and utilization of vehicles for use by officials and employees of the City, in the conduct of their employment responsibilities, either during the work shift or on a twenty-four (24) hour on-call basis. City vehicles are not personal vehicles and are not for personal use. City vehicles should be viewed as belonging to the citizens of the City of Newburgh and are assigned solely for purposes consistent with providing services to those citizens.

### B. Expense Reimbursement

It is the policy of the City of Newburgh to reimburse employees for reasonable expenses which they incur as a result of personal automobile use on City business. Receipts and an Expense Reimbursement Control Form must be submitted in order for an employee to be reimbursed for such expenses. Expense reimbursement is intended for travel outside the City of Newburgh. Employees will not be reimbursed for personal automobile use within the City without advance approval of the department head, or unless specifically authorized by a collective bargaining agreement.

## PROCEDURE

### A. Garaging of Vehicles

All municipal vehicles, except those authorized for twenty-four (24) hour use, shall be garaged at the end of each day in assigned municipal parking lots. No vehicles, except those authorized for twenty-four (24) hour use, are to be taken home at the end of the workday.

### B. Assignment of Municipal Vehicles

The assignment of municipal vehicles during work time use is based upon job responsibilities. Department Heads who have municipal vehicles available for this purpose may assign such vehicles in a manner consistent with departmental workload and employee function. Department Heads are responsible for the vehicle use, maintenance, including cleanliness, and storage. Department Heads shall ensure that vehicles are routinely washed, the interior cleaned, and the preventative maintenance schedule is observed. Department Heads

are responsible to the City Manager for a full accounting of all municipal vehicles usage. The assignment of vehicles may be rescinded with reasonable notice by the City Manager for work-related reasons.

C. Assignment of Municipal Vehicles for 24 Hour Use (Vehicle Approved for Commuting Purposes)

1.) The assignment of vehicles for twenty-four (24) hour use will be made by the City Manager, and will only be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions. Criteria, which will be used in the determination of eligibility for 24-hour vehicle use, include:

- officially designated on-call status;
- requirement for frequent emergency availability;
- issuance of a pager or other communication device;
- emergency or other equipment contained in the vehicle; and

Such assignment may be rescinded with reasonable notice by the City Manager for work-related reasons.

2.) When commuting, vehicle use is limited to travel to and from the residence and place of work. The vehicle should be driven over the most direct route taking into account road and traffic conditions. The vehicle should not be utilized for travel outside a direct commuting route for personal reasons.

3.) Whenever a position becomes vacant, the authorization for 24-hour use for commuting shall be reevaluated.

Employees assigned municipal vehicles on a 24-hour basis will be given a copy of this policy and will be required to sign a confirmation of receipt.

4.) Qualified Non-Personal Use of City Vehicles

(IRS Regulations for Use of Municipal Vehicles)

- i.) Employees who drive marked or unmarked police vehicles must be authorized to carry a weapon and have the power to arrest and, therefore, are not subject to imputed income taxation.
- ii.) Vehicles used by the Fire Chief and/or Deputy Fire Chiefs, and other Fire Department staff vehicles which are clearly identified as emergency vehicles, (i.e. mounted roof lights) are not considered personal vehicles subject to taxation.

- iii.) Other employees authorized to commute in a City vehicle may be subject to imputed income regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely the commute) to be income for the purposes of income taxation. The Finance Department shall be responsible for determining any tax liability and will be provided with the names of all employees authorized to use City vehicles for commuting purposes, and the normal, one-way commuting distance, each by December 1.
- iv.) Commuting Value Rule - Taxable equivalent of \$1.50 each way per day of work. Under this method, an employee having the use of a non-emergency vehicle would be taxed at his/her tax bracket on \$1.50 each way on the commute to work.

**D     Operation and Maintenance of Vehicles**

All employees are required to adhere to the following minimum rules of operation of municipal vehicles:

- 1.) Speed Limits: Strictly observed, excepting emergency vehicles.
- 2.) Use of Safety Restraints: Seat belts, shoulder harness, and other restraints should be worn at all times vehicle is in motion, by driver and all passengers.
- 3.) Rules of the Road: All traffic, driving and road regulations are to be strictly observed.
- 4.) Use of Controlled Substances: Alcohol, illegal drugs, or prescription medication which may interfere with effective and safe operation are strictly prohibited.
- 5.) Gasoline is supplied exclusively through the City facility for City-owned vehicles except authorized long-distance travel.
- 6.) Maintenance responsibilities will be assigned to the Department of Public Works.

**E     General Vehicle Use Regulations**

Municipal vehicles may only be used for legitimate municipal business.

Municipal vehicles will not be used to transport any individual who is not directly or indirectly related to municipal business. Passengers shall be limited to City employees and individuals who are directly associated with City work activity (committee members, consultants, contractors, etc.) Family members shall not be transported in City vehicles.

Employees who operate municipal vehicles shall have a valid New York State motor vehicle operator's license and of the class required for the specific vehicle being operated.

Vehicles should contain only those items for which the vehicle is designed. The City shall not be liable for the loss or damage of any personal property transported in the vehicle.

Employees are expected to keep municipal vehicles clean, and to report to their supervisor any malfunction or damage.

Employees assigned vehicles for commuting purposes are expected to park such vehicles in safe locations.

Employees who incur parking or other fines in municipal vehicles will generally be personally responsible for payment of such fine unless the payment of such fines is approved by the City Manager.

Employees who are issued citations for any offense while using a municipal vehicle must notify their supervisor immediately when practicable, but in no case later than twenty-four (24) hours. Failure to provide such notice will be grounds for disciplinary action in accordance with section J of this policy.

An employee who is assigned a municipal vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether in his/her personal vehicle or in a municipal vehicle, shall notify his/her supervisor immediately when practicable, but in no case later than twenty-four (24) hours. Conviction for such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.

No employee may use a municipal vehicle for out of state use without advance approval of the City Manager or Department Head.

F. Reporting of Accidents

Whenever a municipal vehicle is involved in an accident, or subject to damage, or in the event an employee's personal vehicle is damaged during an approved, work-related trip, the employee operating the vehicle is required to immediately notify his/her immediate supervisor. When the estimated damage exceeds \$1000.00, an Accident/Incident Report shall be filed with the Newburgh Police Department.

**G. Registering and Insuring a Vehicle**

The Finance Department and Department of Public Works, shall coordinate all vehicle registrations, renewals, trade-ins, insuring and purchases.

**H. Expense Reimbursement – Personal Vehicles**

1.) Expense reimbursement is intended for travel outside the City of Newburgh. Employees will not be reimbursed for the use of a personal automobile within the City without advance approval of the department head or unless specifically authorized by a collective bargaining agreement.

2.) When an employee is authorized to use a personal automobile for work-related travel, he/she shall be reimbursed at a rate established by Section 65-8 of the City Code of the City of Newburgh.

- i.) The mileage rate is intended to include the costs of gasoline, repairs, insurance, and general wear and tear on the automobile.
- ii.) In addition to the mileage rate, the City will reimburse employees authorized to travel outside the City, driving personal or municipal vehicles, for tolls and reasonable parking expenses, when receipts are provided. Employees will not be reimbursed for tolls which would normally be paid by the employee during his/her normal commute to work.
- iii.) In order to be reimbursed for personal automobile use, employees shall complete the Travel Expense Form. This form should be submitted to the Department Head for approval prior to submission to the Comptroller for payment.

**I. Special Circumstances**

This policy is intended to provide a basic framework governing the use of personal and municipal vehicles in the City of Newburgh, and, as such, cannot contain procedures governing every situation that might arise. Employees seeking clarification of or exemption from the provisions of this policy should contact the City Manager who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

**J. Sanctions**

Failure to comply with any and all provisions of this policy may result in disciplinary action up to and including removal of City vehicle privileges, suspension, and/or termination from City service.

RESOLUTION NO.: 227 - 2011

OF

NOVEMBER 14, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A SATISFACTION IN CONNECTION WITH  
A MORTGAGE ISSUED TO HENRIETTA L. WARNER  
FOR PREMISES LOCATED AT 71 LANDER STREET  
(SECTION 23, BLOCK 6, LOT 22.1)

WHEREAS, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

WHEREAS, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

WHEREAS, by an Assignment and Assumption of Mortgage Without Covenant between the NCDA f/k/a the Newburgh Urban Renewal Agency to the City of Newburgh, executed on November 15, 2010, and recorded in the Orange County Clerk's Office on November 22, 2010, included a mortgage issued to Henrietta L. Warner for premises located at 71 Lander Street (Section 23, Block 6, Lot 22.1) in the principal sum of Thirteen Thousand Thirty Five (\$13,035.00) Dollars; and

WHEREAS, such amount has been paid in full, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Henrietta L. Warner for premises located at 71 Lander Street (Section 23, Block 6, Lot 22.1).

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT---THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

**KNOW ALL MEN BY THESE PRESENTS,**

That The City of Newburgh, a New York municipal corporation, and having its principal office at 83 Broadway, City Hall, Newburgh, New York 12550.

*Insert residence, if individual, or principal office, if corporation, giving street and street number.*

**DOES HEREBY CERTIFY** that the following Mortgage **IS PAID**, and do hereby consent that the same be discharged of record.

Mortgage dated the 28<sup>th</sup> day of December in the year 1994, made by Newburgh Community Development Agency F/K/A Newburgh Urban Renewal Agency

To Henrietta L. Warner

in the principal sum of \$13,035.00 and recorded on the 1st day of June in the year 1995, in Liber 5421 of Section of Mortgages, page 143, in the office of the County Clerk of the County of Orange and further described in Assignment and Assumption of Mortgage Without Covenant from the Newburgh Community Development Agency formerly known as the Newburgh Urban Renewal Agency to the City of Newburgh, dated the 15<sup>th</sup> day of November in the year 2010, and recorded on the 22<sup>nd</sup> day of November in the year 2010, in Book 13085 Page 0851.

Dated the \_\_\_\_\_ day of November in the year 2011

IN PRESENCE OF:

\_\_\_\_\_  
THE CITY OF NEWBURGH

\_\_\_\_\_  
RICHARD F. HERBEK, ACTING CITY MANAGER

*Section 321 of the Real Property Law expressly provides who must execute the certificate of discharge in specific cases and also provides, among other things, that (1) no certificate shall purport to discharge more than one mortgage, (except that mortgages affected by instruments of consolidation, spreader, modification or correction may be included in one certificate if the instruments are set forth in detail in separate paragraphs); (2) if the mortgage has been assigned, in whole or in part, the certificate shall set forth: (a) the date of each assignment in the chain of title of the person or persons signing the certificate, (b) the names of the assignor and assignee, (c) the interest assigned, and (d) if the assignment has been recorded, the book and page where it has been recorded or the serial number of such record, or (e) if the assignment is being recorded simultaneously with the certificate of discharge, the certificate of discharge shall so state, and (f) if the mortgage has not been assigned of record, the certificate shall so state; (3) if the mortgage is held by any fiduciary, including an executor or administrator, the certificate of discharge shall recite the name of the court and the venue of the proceedings in which his appointment was made or in which the order or decree vesting him with such title or authority was entered.*

*Insert "Further" when required.*

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of Orange, ss:

On the \_\_\_\_\_ day of November in the year 2011, before me, the undersigned, personally appeared RICHARD F. HERBEK

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

**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE**

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, the

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

**Satisfaction of Mortgage**

Title No.

City of Newburgh  
TO  
Henrietta L. Warner



**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared

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

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE**

\*State of \_\_\_\_\_, County of \_\_\_\_\_, ss:

\*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me \_\_\_\_\_ the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

SECTION: 23

BLOCK: 6

LOT: 22.1

COUNTY OR TOWN: City of Newburgh

**RETURN BY MAIL TO:**

HENRIETTA L. WARNER-MILLER  
8423 116<sup>th</sup> STREET, SW  
LAKEWOOD, WA 98498-3607